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, December 17, 2025

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

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

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

Section A: PRELIMINARY

A.1. Call to Order and Roll Call (5:00 PM)
The President of the Board will call the meeting to order. A roll call of the Board will be conducted.

ROLL CALL VOTE:

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

A.2. Pledge of Allegiance to the Flag
Dr. Ana DeGenna, Superintendent, will lead the audience in the Pledge of Allegiance.

A.3. Adoption of Agenda (Superintendent)
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

A.4. Organization of the Board (DeGenna)
Organization of the Board of Trustees for 2026:

Part I:
a. Recognition of Veronica Robles-Solis, as outgoing President of the Board of Trustees.

b. Election of President 2026

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

Part II
c. Election of Clerk for 2026

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

A.5. Recess (15 Minutes)
There will be a brief recess for purposes of reorganization.

A.6. New Board Assume Seats (Board President)
The new Board will officially assume their seats on the dais at the direction of the newly appointed Board President.

A.7. Report on Classroom Display Feedback (DeGenna/Hubbard)
The Chief Information Officer of Information Technology Services will summarize the feedback collected from the teachers' poll regarding display technology in their classrooms.

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
   - OAH Case #2025080399
   - 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. Consider the Request to Expel Student
   - Case No. 25-03 (Action Item)

4. 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. Schedule of Board Meetings for 2026 (DeGenna)
It is the recommendation of the Superintendent that the Board of Trustees review the list of potential Board meeting dates for 2026 and make a determination about how many Board meetings are to be held during the 2026 calendar year, and when.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

A.13. Appointment/Reappointment of Board Representative to the Ventura County Committee on School District Organization (DeGenna)
It is appropriate for the Board of Trustees to select from among its members a representative to the Ventura County Committee on School District Organization, to vote in the election of members to this committee.

2025 Representative: Trustee Cynthia Salas
2026 Appointee: _____

Board Discussion:
Moved:
Seconded:
Vote:

Salas ___, Gonzales___ , Melanephy ___ , Madrigal Lopez___, Robles-Solis ___

A.14. Annual Appointment/Reappointment of Representatives for the Oxnard School District Health and Welfare Benefits Trust (Pifko)
It is the recommendation of the Superintendent that the Board review the current representative appointments to the Oxnard School District Employee Health and Welfare Benefits Trust and:

1. Re-appoint Monica Madrigal Lopez as the 2026 Board Member Representative, or propose a new representative; and
2. Appoint Stephanie Hammer as the 2026 Retiree Representative, or propose a new representative.

The third trustee is, by default, the Assistant Superintendent of Business and Fiscal Services for Oxnard School District.

A.15. Report on Parking at Sites (Pifko/Bennett)
The Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities will provide a report on Parking at Sites.

Section B: PUBLIC COMMENT/HEARINGS

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

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

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

Section C: CONSENT AGENDA

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

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

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

C.1. Establishment and Abolishment of Positions (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.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. 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 $15,000.000, to be used to support the 6th grade math collaboration between Frank Middle School and Soria School with materials and supplies.

C.4. Approval of Nomination of School District Representative to the Ventura County School

Attendance Review Board (SARB) 2025-2026 (Fox/Nocero)
It is the recommendation of the Assistant Superintendent of Educational Services and the Director of Pupil Services that the Board of Trustees approve the nomination of Dr. Jodi Nocero to serve as the district's representative to the Ventura County School Attendance Review Board for the 2025-26 school year.

C.5. Quarterly Report on Williams Instructional Materials and Facilities, Quarter 1 (2025) (Fox/Thomas)
It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of School Performance and Student Outcomes that the Board of Trustees receive the Williams Quarterly Report, Quarter 1 (2025), as presented.

C.6. Certification of Signatures (Pifko)
It is the recommendation of the Assistant Superintendent of Business and Fiscal Services, that the Board of Trustees declare the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.

C.7. Approval of Allowance Allocation #7 from Amendment #002 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project (Pifko/Bennett/CFW)
It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Allocation #7, for increased costs associated with labor, material and equipment resulting from City required scope for the Rose Ave Elementary School Reconstruction Project, in the amount of $304,566.75, at no increase to the Project Budget.

C.8. Ratification of Change Order #004 to Agreement #23-237 with Edwards Construction Group, Inc. for Lease Lease-Back Services for the Marina West Elementary School 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 #004 to Agreement #23-237 with Edwards Construction Group, Inc., for various Potential Change Orders (PCO's) related to the Marina West Elementary School PS/TK/K Project, in the amount of $14,596.69, to be paid out of Measure I Bond Funds.

C.9. Approval of Change Order No. 004 to Construction Services Agreement #24-115 for Edwards Construction Group for the Ritchen Elementary School Modernization Project (Pifko/Bennett/CFW)
It is the recommendation of the Superintendent, Business & Fiscal Services and Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Change Order #004 to Agreement #24-115 with Edwards Construction Group, Inc., to provide funds for various Potential Change Orders (PCOs) related to the Ritchen Elementary School Modernization Project, in the amount of $21,710.71, to be paid out of Measure I Bond Funds.

C.10. Approval of Change Order No. 004 to Construction Services Agreement #24-143 for Viola Constructors, Inc. for the McAuliffe Elementary School Modernization Project (Pifko/Bennett/CFW)
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the

Director of the Facilities, in conjunction with Caldwell, Flores, Winters that the Board of Trustees approve Change Order #004 to Agreement #24-143 with Viola Constructors, Inc., for additional costs associated with added teacher station AV hubs, manual roller shades at the Clerestory (upper) windows for Phase 1 & 2 Classrooms, and repainting of Phase 3 restrooms for the McAuliffe Elementary School Modernization Project, in the amount of $76,000.88, to be paid out of Measure I Bond Funds.

C.11. Ratification of Change Order #1 to Agreement #25-105 – Letner Roofing Co. - Roofing Repair Project at Brekke Elementary School (Pifko/Bennett)
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees ratify Change Order #1 to Agreement #25-105 with Letner Roofing Co., to complete the roofing project at Brekke School, in the amount of $41,187.86, to be paid out of Deferred Maintenance Funds.

C.12. Annual and Five-Year Developer Fee Report (Pifko/Núñez)
It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and the Director of Fiscal Services, that the Board accept the Developer Fee Report for 2019-2020 through 2024-2025 fiscal years, as presented.

C.13. Disposal of Surplus Personal Property (Pifko/Reyes)
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing, that the Board of Trustees declare certain outdated classroom furniture items at Ritchen and McAuliffe Elementary Schools obsolete and approve their sale and/or disposal, as permitted by California Education Code §17546.

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

C.14. Approval of Agreement #25-174 – Santa Barbara & Ventura County Overhead Door (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 ##25-174 with Santa Barbara & Ventura County Overhead Door, to provide professional services for overhead doors, gates, and specialty doors at all Oxnard School District locations as needed, December 18, 2025 through June 30, 2027, in the amount not to exceed $40,000.00, to be paid out of Routine Restricted Maintenance Funds.

C.15. Approval of Agreement #25-177 – Allen Electric & Lighting, 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 ##25-177 with Allen Electric & Lighting, Inc., to provide professional electrical services at all Oxnard School District locations as needed, December 18, 2025 through June 30, 2027, in the amount not to exceed $50,000.00, to be paid out of Routine Restricted Maintenance Funds.

C.16. Approval of Agreement #25-179, WestEd - Workshops (Fox/Ruvalcaba)
It is the recommendation of the Manager, Equity, Family and Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-179 with WestEd, for two in-person, 90-minute Diversity, Equity, and Inclusion (DEI) workshops for all families at Thurgood Marshall School, December 18, 2025 – June 30, 2026, in the amount not to exceed $6,000.00, to be paid out of LCFF Funds.

C.17. Approval of Overnight Field Trip and Agreement #25-180 – United Boys & Girls Clubs of Santa Barbara County-Camp Whittier – Soria School (Fox/Kemp)
It is the recommendation of the Principal, Soria School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the Overnight Field Trip and Agreement #25-180 with United Boys & Girls Clubs of Santa Barbara County-Camp Whittier, for sixth-grade students from Soria to attend a four-day, three-night Outdoor Science & Conservation Education program at Camp Whittier in Santa Barbara, March 3, 2026 - March 6, 2026, in the amount not to exceed $35,320.00, to be paid out of Donation Funds.

C.18. Approval of Agreement #25-181 – Restorative Justice Services, LLC (Fox/Nocero)
It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-181 with Restorative Justice Services, LLC, to provide a three 3-day in-person training on restorative approaches to Oxnard School District staff, January 5, 2026 through July 31, 2026, in the amount not to exceed $72,000.00, to be paid out of LCFF Funds.

C.19. Approval of Agreement #25-185 with Twining Consulting to provide Soils & Materials Testing Laboratory and Special Inspection Services for the Fremont Middle School Reconstruction Project (Pifko/Bennett/CFW)
It is the recommendation of the Assistant Superintendent of Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve Agreement #25-185 with Twining Consulting, to provide soils & materials testing laboratory and special inspection services for the Fremont Middle School Reconstruction Project, January 01, 2026 through March 30, 2028, in the amount of $249,274.00, to be paid out of Measure I Bond Funds.

C.20. Approval of Amendment #1 to Agreement #25-68, STAR of CA, ERA Ed (DeGenna/Jefferson)
It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Amendment #1 to Agreement #25-68 with STAR of CA/ ERA Ed., to include additional scope of services and a new rate sheet with Star of CA, DBA Era Ed, for the provision of wraparound services to identified Special Education students in the Oxnard School District, at no additional cost to Oxnard School District.

C.21. Approval of Amendment No. 002 to Agreement No. 19-179 with Arcadis International Ltd. (formerly known as IBI Group) to Provide Architectural Engineering Services for McAuliffe Elementary School Modernization Project (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 Amendment No. 002 to Agreement #19-179 with Arcadis International Ltd. (formerly known as IBI Group), to provide Architectural services for District-requested changes related to the McAuliffe Elementary School Modernization Project, in the amount of $24,220.00, to be paid out of Measure I Bond Funds.

C.22. Approval of Amendment No. 003 to Agreement No. 19-180 with Arcadis International Ltd. (formerly known as IBI Group) to Provide Architectural Engineering Services for Ritchen Elementary School Modernization Project (Pifko/Bennett/CFW)
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees

approve Amendment No. 003 to Agreement #19-180 with Arcadis International Ltd. (formerly known as IBI Group), for replacement of lighting throughout corridors and lobby areas for the Ritchen Elementary School Modernization Project, in the amount of $37,500.00, to be paid out of Measure I Bond Funds.

C.23. Approval of Amendment #1 to Agreement #25-62, Franklin Covey Education (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Amendment #1 to Agreement #25-62 with Franklin Covey Education, to cover the additional costs associated with extending the number of training days required to complete the professional development sessions for the Special Education Department, in the amount not to exceed $6,000.00, to be paid out of Special Education Funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.24. Ratification of Agreement #25-175 – Signet Controls, 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 ratify Agreement #25-175 with Signet Controls, Inc., to continue to provide professional services on Energy Management Systems and HVAC Controls installed and supported by Signet Controls, at all designated Oxnard School District locations, as needed, July 1, 2025 through June 30, 2027, in the amount not to exceed $40,000.00, to be paid out of Routine Restricted Maintenance Funds.

C.25. Ratification of Agreement #25-176 – West Oaks Pest Control (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 Agreement ##25-176 with West Oaks Pest Control, to continue to provide pest control services at all Oxnard School District locations, as needed, July 1, 2025 through June 30, 2027, in the amount not to exceed $20,000.00, to be paid out of Routine Restricted Maintenance Funds.

C.26. Ratification of Agreement #25-178 – West Coast Arborists, 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 ratify Agreement #25-178 with West Coast Arborists, Inc., to continue to provide tree-care services, including trimming, removals, and arborist assessments, at all Oxnard School District sites as needed, July 1, 2025 through June 30, 2027, in the amount not to exceed $50,000.00, to be paid out of Routine Restricted Maintenance Funds.

C.27. Ratification of Agreement #25-183 with Universal Engineering Sciences (UES) to Provide Geotechnical Engineering Services for the Lopez Academy Reconstruction Project (Pifko/Bennett/CFW)

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify the Professional Services Agreement #25-183 with Universal Engineering Sciences (UES), to provide additional geotechnical engineering services as required by DSA for the Lopez Academy Reconstruction Project, October 17, 2025 through June 30, 2027, in the amount of $22,500.00, to be paid out of Measure I Bond Funds.

C.28. Ratification of Amendment #003 to Agreement #23-152 with SVA Architects to Provide

Architectural Services for the Fremont Middle School Reconstruction Project (Pifko/Bennett/CFW)
It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Amendment #003 to Agreement #23-152 with SVA Architects, to comply with city mandated requirements not anticipated during the original design related to off-site improvements and implementation of the Stormwater Pollution Prevention Program (SWPPP) as required by the State of California and extend the terms through June 30, 2028, for the Fremont Middle School Reconstruction Project, in the amount of $69,960.00, to be paid out of Measure I Bond Funds.

C.29. Ratification of Amendment #2 to Agreement #24-87 – VCOE – SELPA Physical Therapy Services (DeGenna/Jefferson)
It is the recommendation of the Director, Special Education, and the Superintendent that the Board of Trustees ratify Amendment #2 to Agreement #24-87 with Ventura County Office of Education/SELPA Physical Therapy Services, to close out the 2024-2025 fiscal year, in the amount of $14,500.00, to be paid out of Special Education Funds.

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

D.1. Call for Nominations for CSBA's Delegate Assembly (DeGenna)
It is recommended that the Board of Trustees consider whether it wishes to nominate any representative(s) to fill vacancies in the CSBA's Delegate Assembly, Subregion 11-B (Ventura).

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

D.2. Annual Appointment/Re-Appointment of Citizens Bond Oversight Committee (Pifko)
It is the recommendation of the Assistant Superintendent of Business and Fiscal Services that the Board of Trustees review the current CBOC membership and make a determination regarding re-appointing the existing members of the Committee.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

D.3. Approval of Agreement #25-184 with TYR, Inc. to provide DSA Project Inspector of

Record Services for the Fremont Middle School Reconstruction Project (Pifko/Bennett/CFW)
It is the recommendation of the Assistant Superintendent of Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve Agreement #25-184 with TYR, Inc., to provide DSA Inspector of Record Services for the Fremont Middle School Reconstruction Project, January 01, 2026 through March 30, 2028, in the amount of $425,600.00, to be paid out of Measure I Bond Funds.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

D.4. Approval of the Project Labor Agreement (PLA) No. 25-186 for the Fremont Middle School Reconstruction and Modernization Project (Pifko)
It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve and authorize the Superintendent to execute Project Labor Agreement (PLA) No. 25-186 for the Fremont Middle School Reconstruction and Modernization Project.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

D.5. Approval of Amendment No. 001 to Agreement No. 23-158 with Viola Inc. to Provide Lease Leaseback Construction Services for the Fremont Middle School Reconstruction Project (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 the Guaranteed Maximum Price (GMP) according to Amendment #1 to Construction Services Agreement #23-158, approve Site Lease Agreement #25-187, and Sub Lease Agreement #25-188 with Viola Inc., for the Fremont Middle School Reconstruction Project, in the amount of $64,553,819.00, to be paid out of Measure I Bond Funds.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

D.6. Oxnard School District 2025-2026 First Interim Financial Report (Period Ending October 31, 2025) (Pifko/Núñez)

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and the Director of Fiscal Services that the Board of Trustees approve the Oxnard School District 2025-2026 First Interim Report (Period Ending October 31, 2025), as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

D.7. Appointment of Board Member Representatives to Budget Advisory Committee (Pifko)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees appoint a Board representative and alternate to serve on the Budget Advisory Committee (BAC) during 2026.

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 22, 2025 Special Board Meeting
- June 11, 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 – Revisions to BP and AR 3515 Campus Security (Pifko)
It is the recommendation of the Assistant Superintendent of Business and Fiscal Services that the Board of Trustees receive the revisions to BP and AR 3515 Campus Security, as presented for First Reading. The revised policies will be presented for a Second Reading and Adoption at a future Board meeting.

F.2. First Reading: New BP/AR 4161/4261/4361: Leaves (Carroll)
It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees receive the new Board Policy and Regulation, BP/AR 4161/4261/4361: Leaves, for First Reading. The revised policies and regulations will be presented for Second Reading and Adoption at a future board meeting.

F.3. First Reading: Revisions to AR 4161.1/4361.1 and AR 4261.1: Personal Illness/Injury Leave (Carroll)
It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees receive the revisions to regulations AR 4161.1/4361.1 and AR 4261.1: Personal Illness/Injury Leave for First Reading. The revised regulations will be presented for Second Reading and Adoption at a future board meeting.

F.4. First Reading: Revisions to AR 4161.2/4261.2/4361.2: Personal Leaves (Carroll)
It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees receive the revisions to regulations AR 4161.2/4261.2/4361.2: Personal Leaves, as presented for First Reading. The revised regulations will be presented for a Second Reading and Adoption at a future board meeting.

F.5. Second Reading and Adoption – New BP/AR 4118: Dismissal/Suspension/Disciplinary Action and Revisions to BP/AR 4218: Dismissal/Suspension/Disciplinary Action (Carroll)
It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve and adopt the new BP/AR 4118: Dismissal/Suspension/Disciplinary Action and the revisions to BP/AR 4218: Dismissal/Suspension/Disciplinary Action, 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: 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 approve and adopt the new Board Policy BP 4119.24/4219.24/4319.24 – Maintaining Appropriate Adult–Student Interactions, as presented for Second Reading.

Board Discussion:
Moved:

Seconded:
Vote:

ROLL CALL VOTE:

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

F.7. Second Reading and Adoption: 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 approve and adopt the new Board Policy BP 4218.1: Dismissal/Suspension/Disciplinary Action (Merit System), 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**
Recognition of Teacher Activities with Non-Profits	01/2026
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
AI Information	TBD
Discussion re: Future Resolutions	TBD
Parent Grievance Process	TBD
Anti-Bullying Training for Students	TBD

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

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

G.3. 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.4. ADJOURNMENT

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

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, December 12, 2025.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** December 17, 2025

Agenda Section: Section A: Preliminary

Organization of the Board (DeGenna)

Organization of the Board of Trustees for 2026:

Part I:
a. Recognition of Veronica Robles-Solis, as outgoing President of the Board of Trustees.

b. Election of President 2026

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

Part II
c. Election of Clerk for 2026

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

FISCAL IMPACT:
N/A

RECOMMENDATION:
Organization of the Board of Trustees for 2026:

Part I:

a. Recognition of Veronica Robles-Solis, as outgoing President of the Board of Trustees.

b. Election of President 2026

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

Part II
c. Election of Clerk for 2026

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** December 17, 2025

Agenda Section: Section A: Preliminary

Recess (15 minutes)

There will be a brief recess for purposes of reorganization.

FISCAL IMPACT:
N/A

RECOMMENDATION:
N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** December 17, 2025

Agenda Section: Section A: Preliminary

New Board Assume Seats (Board President)

The new Board will officially assume their seats on the dais at the direction of the newly appointed Board President.

FISCAL IMPACT:
N/A

RECOMMENDATION:
The new Board will officially assume their seats on the dais at the direction of the newly appointed Board President.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** December 17, 2025

Agenda Section: Section A: Report

Report on Classroom Display Feedback (DeGenna/Hubbard)

The Chief Information Officer of Information Technology Services will summarize the feedback collected from the teachers' poll regarding display technology in their classrooms.

FISCAL IMPACT:
N/A

RECOMMENDATION:
None - Information only.

ADDITIONAL MATERIALS:

Attached: Presentation (15 pages)



Classroom Display Feedback

David Hubbard

Oxnard School District

Changing the world! In school and beyond.

Poll Sampling

- Multi-Display Systems
- 72 Teacher Responses
- Grade Band Distribution:
  - K – 2: 29
  - 3 – 5: 24
  - 6 – 8: 14
  - Other: 5

- Single-Display Systems
- 141 Teacher Responses
- Grade Band Distribution:
  - K – 2: 54
  - 3 – 5: 29
  - 6 – 8: 47
  - Other: 11

School Site Distribution

School Site	Number of Teachers
Brekke	12
Chavez	9
Curren	11
Driffill	9
Elm	9
Frank	15
Fremont	5
Harrington	18
Kamala	11
Lemonwood	9
Lopez	12
Marina West	5
Marshall	9
McAuliffe	13
McKinna	14
Ramona	6
Ritchen	7
Rose	6
San Miguel	1
Sierra Linda	22
Soria	10
Grand Total	213

Single Display Questions

- Overall ease of using your system.
- Connecting and switching between different devices (e.g., laptop, iPad, document camera).
- To what extent does your display setup support whole-group instruction?
- To what extent does the display setup support small group instruction and learning stations?
- To what extent does the display setup support differentiated instruction for varied students' needs?
- To what extent does the display setup support student collaboration and teamwork?
- To what extent does the display setup support displaying student work?
- How has the system impacted student engagement in your classroom?
- Please describe any specific technical challenges, limitations, or difficulties you've encountered.
- What is the single best thing you like about your classroom technology?
- What is your single biggest frustration or challenge with your classroom technology?
- Anything else you wish to share?

Multiple Display Questions

Note: Those in BOLD are the questions pertaining to multiple displays only

- Overall ease of using your system.
- **Using the wall-mounted touchscreen control panel.**
- **Displaying the same content to all three screens.**
- **Displaying different content to individual screens.**
- Connecting and switching between different devices (e.g., laptop, iPad, document camera.)
- **Using the adjustable hydraulic mounts to move the displays.**
- To what extent does your multi-display setup support whole-group instruction?
- To what extent does the multi-display setup support small group instruction and learning stations?
- To what extent does the multi-display setup support differentiated instruction for varied students' needs?
- To what extent does the multi-display setup support student collaboration and teamwork?
- To what extent does the multi-display setup support displaying student work?
- How has the system impacted student engagement in your classroom?
- Please describe any specific technical challenges, limitations, or difficulties you've encountered.
- **Considering all aspects (instructional flexibility, ease of use, student engagement), how does the multi-display system compare to the previous single interactive board?**
- What is the single best thing you like about your classroom technology?
- What is your single biggest frustration or challenge with your classroom technology?
- Anything else you wish to share?

Overview of Teacher Experience

- Single Display (out of 5)
- Overall Ease of Use: 4.18
- Device Switching: 3.86

- Multiple Displays (out of 5)
- Overall Ease of Use: 3.43
- Device Switching: 2.90
- Wall Control Panel: 3.20
- Same Content: 3.88
- Different Content: 2.58
- Hydraulic Mounts: 3.36

To what extent does your display setup support whole-group instruction?

- Single Display
- Fully Supports: 51.8%
- Mostly Supports: 32.6%
- Partially Supports: 12.8%
- Does Not Support: 0%
- Other: 11.8%

- Multiple Displays
- Fully Supports: 36.1%
- Mostly Supports: 33.3%
- Partially Supports: 22.2%
- Does Not Support: 5.6%
- Other: 2.8%

To what extent does the display setup support small group instruction and learning stations?

- Single Display
- Fully Supports: 21.4%
- Mostly Supports: 22.9%
- Partially Supports: 31.4%
- Does Not Support: 21.4%
- Other: 2.9%

- Multiple Displays
- Fully Supports: 9.7%
- Mostly Supports: 20.8%
- Partially Supports: 31.9%
- Does Not Support: 31.9%
- Other: 5.7%

To what extent does the display setup support differentiated instruction for varied students' needs?

- Single Display
- Fully Supports: 26.6%
- Mostly Supports: 28.1%
- Partially Supports: 27.3%
- Does Not Support: 16.5%
- Other: 1.5%

- Multiple Displays
- Fully Supports: 11.1%
- Mostly Supports: 23.6%
- Partially Supports: 27.8%
- Does Not Support: 31.9%
- Other: 5.6%

To what extent does the display set up support student collaboration and teamwork?

- Single Display
- Fully Supports: 28.8%
- Mostly Supports: 24.5%
- Partially Supports: 30.9%
- Does Not Support: 15.1%
- Other: 0.7%

- Multiple Displays
- Fully Supports: 12.5%
- Mostly Supports: 23.6%
- Partially Supports: 31.9%
- Does Not Support: 26.4%
- Other: 5.6%

To what extent does the display set up support displaying student work?

- Single Display
- Fully Supports: 30.2%
- Mostly Supports: 28.1%
- Partially Supports: 24.5%
- Does Not Support: 13.7%
- Other: 3.5%

- Multiple Displays
- Fully Supports: 15.5%
- Mostly Supports: 26.8%
- Partially Supports: 38%
- Does Not Support: 15.5%
- Other: 4.2%

How has the system impacted student engagement in your classroom?

- Single Display
- Increased Engagement: 73.2%
- No Change: 18.8%
- Decreased Engagement: 4.3%
- Other: 3.7%

- Multiple Displays
- Increased Engagement: 48.6%
- No Change: 18.1%
- Decreased Engagement: 26.4%
- Other: 6.9%

Themes Identified

Single Display

- Cabling issues
- No wireless casting
- Screen height issues
- Need a dedicated teaching device
- Current panels are outdated
- Screens not big enough
- Larger classrooms need two screens

Multiple Displays

- Overly complex
- Technical issues
- Less engaging
- Need a dedicated teaching device
- Screens are too small
- No wireless casting
- Tied to the teacher’s desk

Questions?





THANK YOU!!

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** December 17, 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:** December 17, 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
   - OAH Case #2025080399
   - 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. Consider the Request to Expel Student
   - Case No. 25-03 (Action Item)

4. 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:** December 17, 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:** December 17, 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:** December 17, 2025

Agenda Section: Section A: Preliminary

Schedule of Board Meetings for 2026 (DeGenna)

This is the time for the Board of Trustees to discuss options for changes to the Board meeting dates or times for January through December 2026. A list of potential meeting dates is presented herewith for the Board's consideration.

FISCAL IMPACT:
N/A

RECOMMENDATION:
It is the recommendation of the Superintendent that the Board of Trustees review the list of potential Board meeting dates for 2026 and make a determination about how many Board meetings are to be held during the 2026 calendar year, and when.

ADDITIONAL MATERIALS:

Attached: Draft 2026 Board Meeting Schedule (1 page)
2026 Calendar with Holidays (1 page)

OXNARD SCHOOL DISTRICT

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

SCHEDULE OF BOARD MEETINGS
JANUARY – DECEMBER 2026

(UNLESS OTHERWISE INDICATED, ALL REGULAR BOARD MEETINGS ARE HELD IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH 'A' STREET, STARTING AT 5:00 PM)

January	14	Regular Board Meeting *(Note: only ONE regular meeting in January)*
February	4	Regular Board Meeting
February	18	Regular Board Meeting
March	11	Regular Board Meeting (*Note: only ONE regular meeting in March)*
April	15	Regular Board Meeting *(Note: only ONE regular meeting in April)*
May	6	Regular Board Meeting
May	20	Regular Board Meeting
June	3	Regular Board Meeting
June	17	Regular Board Meeting
July		*No meeting in July*
August	5	Regular Board Meeting
August	19	Regular Board Meeting
September	2	Regular Board Meeting
September	16	Regular Board Meeting
October	7	Regular Board Meeting
October	21	Regular Board Meeting
November	4	Regular Board Meeting (*Note: only ONE regular meeting in November*)
December	16	Regular Board Meeting – Organizational Meeting of the Board *(Note: only ONE regular meeting in December)*

The meeting schedule shown above is subject to change at any time.

Spring Break 2025-26: March 30-April 10, 2026
Last Day of School 2025-26: June 18, 2026
First Day of School 2026-27: August 18, 2026

Board Approved: 12/17/25

DRAFT

2026

January

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Holidays & Observances

Jan 01	New Year's Day
Jan 19	Martin Luther King Day
Feb 14	Valentine's Day
Feb 16	President's Day
Feb 17	Chinese New Year
Feb 18	Ramadan, 1st day
Feb 18	Ash Wednesday
Mar 17	St. Patrick's Day
Mar 20	March equinox (GMT)
Apr 01	April Fool's Day
Apr 02	Passover
Apr 05	Easter
Apr 22	Earth Day
Apr 22	Admin Assistants Day
May 05	Cinco de Mayo
May 10	Mother's Day
May 24	Pentecost
May 25	Memorial Day
Jun 14	Flag Day
Jun 19	Juneteenth
Jun 21	Father's Day
Jun 21	June Solstice (GMT)
Jul 04	Independence Day
Sep 07	Labor Day
Sep 12	Rosh Hashanah
Sep 23	September equinox (GMT)
Oct 12	Federal Holiday
Oct 31	Halloween
Nov 11	Veterans Day
Nov 26	Thanksgiving
Dec 04	Hanukkah begins
Dec 21	December Solstice (GMT)
Dec 25	Christmas Day
Dec 26	Kwanzaa begins
Dec 31	New Year's Eve

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** December 17, 2025

Agenda Section: Section A: Preliminary

Appointment/Reappointment of Board Representative to the Ventura County Committee on School District Organization (DeGenna)

It is appropriate for the Board of Trustees to select from among its members a representative to the Ventura County Committee on School District Organization, to vote in the election of members to this committee.

2025 Representative: Trustee Cynthia Salas
2026 Appointee: _____

FISCAL IMPACT:
N/A

RECOMMENDATION:
It is appropriate for the Board of Trustees to select from among its members representatives to the Ventura County Committee on School District Organization.

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** December 17, 2025

Agenda Section: Section A: Presentation

Annual Appointment/Reappointment of Representatives for the Oxnard School District Health and Welfare Benefits Trust (Pifko)

In 1992, the Board of Trustees ("Board") established a Retiree Benefits Fund to accumulate restricted monies to cover both the annual and accumulated debt for the payment of health benefit premiums for retirees. Prior to June 25, 2003, the District set aside money for health benefits in a fiduciary trust fund. A revision in the standards of the Governmental Accounting Standards Board (GASB 34) required that the district establish a formal trust in order to continue to maintain the accumulated assets in this fiduciary trust fund.

On June 25, 2003, the Board adopted a Resolution creating and establishing the Oxnard School District Employee Health and Welfare Benefits Trust ("Trust"). The Trust, as structured, calls for the appointment of three (3) trustees ("representatives"). The Board must appoint two (2) of the three (3) representatives for a term of one (1) year. The third representative is by default the Assistant Superintendent of Business and Fiscal Services for Oxnard School District.

On December 18, 2024, the Board appointed the following representatives to the Trust:

- Trustee Monica Madrigal Lopez, as a member of the Board of Trustees; and
- Ms. Robin S. Lefkovits, as a retiree of the Oxnard School District.

The Board directed that this item be brought back to them annually for review during their December organizational meeting.

Trustee Monica Madrigal Lopez has agreed to continue to serve as the Board member representative. Ms. Robin S. Lefkovits is no longer eligible for district-paid retiree benefits and, as such, can no longer serve in that capacity. Ms. Stephanie Hammer is eligible and has agreed to serve in that capacity if that is the Board's direction.

FISCAL IMPACT:
N/A

RECOMMENDATION:
It is the recommendation of the Superintendent that the Board review the current representative appointments to the Oxnard School District Employee Health and Welfare Benefits Trust and:

1. Re-appoint Monica Madrigal Lopez as the 2026 Board Member Representative, or propose a new representative; and
2. Appoint Stephanie Hammer as the 2026 Retiree Representative, or propose a new representative.

The third trustee is, by default, the Assistant Superintendent of Business and Fiscal Services for Oxnard School District.

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** December 17, 2025

Agenda Section: Section A: Report

Report on Parking at Sites (Pifko/Bennett)

The Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities will provide a report on Parking at Sites.

FISCAL IMPACT:
N/A

RECOMMENDATION:
None – Informational only

ADDITIONAL MATERIALS:

Attached: Presentation (6 pages)



Report on Parking at Sites

December 17, 2025

Oxnard School District

Changing the world! In school and beyond.

Evaluation of Parking at OSD Schools

- Determined number of employees at the site
- Determined parking spaces available at the site
- Compared available parking spaces with number of employees
- Categorized schools as:

1. Excess – more spots than employees,
2. Adequate – number of spots within 5 of the number of employees,
3. Shortage – number of spots more than 5 less than the number of employees

Schools with Excess Parking

Schools
Elm Street
Frank
Lemonwood
McKinna
Rose Avenue
San Miguel
Soria

Schools with Adequate Parking

Schools
Brekke
Curren
Fremont
Harrington
Kamala
Lopez
Sierra Linda

* Adequate parking is within 5 spaces of the number of employees

Schools with a Parking Shortage

Schools	Parking shortage
Driffill	40*
Ritchen	17
Marina West	16
Ramona	14
Marshall	13
McAuliffe	11
Chavez	8

*Additional parking available at Facilities

THANK YOU!

Questions????

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** December 17, 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:** December 17, 2025

Agenda Section: Section C: Consent Agenda

Establishment and Abolishment of Positions (Carroll/Fuentes)

Establishment

- A five hour forty-five minute 183-day Paraeducator General Education position 13415 to be established at Sierra Linda School. This position will be established to support inclusion of four students with autism in a general education classroom. (This position will be established to support the needs of students.)

Abolish

- A five hour thirty minute 185-day Child Nutrition Worker position number 288 to be abolished at Marshall School. 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 202 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 1831 to be abolished at Elm School. This position to be abolished due to the new established positions of Child Nutrition Worker II.
- A five hour thirty minute185-day Child Nutrition Worker position number 1615 to be abolished at Child Nutrition Services. This position to be abolished due to the new established positions of Child Nutrition Worker II.
- 5 positions of eight hour 245-day Paraeducator Special Education position numbers 12947, 12948, 12949, 12950 and 12951 to be abolished at Enrichment and Special Programs. These positions were created; however, they have remained vacant and were never filled.
- 6 positions of five hour forty five minute 245-day Paraeducator Special Education position numbers 12781, 12784, 12786, 12787, 12788 and 12791 to be abolished at Enrichment and Special Programs. These positions were created; however, they have remained vacant and were never filled.
- A two hour fifty two minute183-day Paraeducator Special Education position number 10862 to be abolished at Rose Avenue. The employee previously worked split hours across two sites and is now assigned combined hours at one site; as a result, this position is no longer necessary.

FISCAL IMPACT:

Cost for 1 Paraeducator Special Education position $35,026.00 Unrestricted funds (Establish position)

Savings for 4 Child Nutrition Worker positions $151,845.00 Child Nutrition School Program funds (Abolish positions)

Savings for 11 Paraeducator Special Education positions $801,436.00 ELOP 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: Dr. Scott Carroll **Date of Meeting:** December 17, 2025

Agenda Section: Section C: Consent Agenda

Personnel Actions (Carroll/Fuentes)

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

FISCAL IMPACT:
N/A

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

ADDITIONAL MATERIALS:

Attached: Certificated Personnel Items 12.17.25 (1 pg).pdf
Classified Personnel Items 12.17.25 (4 pgs).pdf

CERTIFICATED PERSONNEL ACTIONS

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

New Hires

Castanon, Joel	Intervention Service Provider, Driffill	November 10, 2025
Galvan, Yanixsa	Instructional Specialist K-8, Ramona	December 1, 2025
Howarth, Brittany	Intervention Service Provider, McAuliffe	November 7, 2025
Perez, Nayra	Speech Therapist, Kamala	November 10, 2025

Adamucci, Lisa	Substitute Teacher	2025/2026 School Year
Andrews, Billy	Substitute Teacher	2025/2026 School Year
Cardenas, Adrian	Substitute Teacher	2025/2026 School Year
Castro, Hannah	Substitute Teacher	2025/2026 School Year
Chancer, Mia	Substitute Teacher	2025/2026 School Year
Chaparro, Timothy	Substitute Teacher	2025/2026 School Year
De La Pena, Noah	Substitute Teacher	2025/2026 School Year
Diep, Long	Substitute Teacher	2025/2026 School Year
Dillon, Skylar	Substitute Teacher	2025/2026 School Year
Do, Tiffany	Substitute Teacher	2025/2026 School Year
Dunn, Michael	Substitute Teacher	2025/2026 School Year
Dupree, Erik	Substitute Teacher	2025/2026 School Year
Hwee, Julina	Substitute Teacher	2025/2026 School Year
Marmolejo, Jesus	Substitute Teacher	2025/2026 School Year
Melgoza, Lorena	Substitute Teacher	2025/2026 School Year
Navarro, Alynette	Substitute Teacher	2025/2026 School Year
Nolasco, Arianna	Substitute Teacher	2025/2026 School Year
Ontiveros, Elijah	Substitute Teacher	2025/2026 School Year
Rea, Micah Steven	Substitute Teacher	2025/2026 School Year
Sixtos, Moses	Substitute Teacher	2025/2026 School Year
Smilanick, Katherine	Substitute Teacher	2025/2026 School Year
Spence, Dominique	Substitute Teacher	2025/2026 School Year
Sugmad, Elizabeth	Substitute Teacher	2025/2026 School Year
Tandingan, Rachel	Substitute Teacher	2025/2026 School Year
Tran, Raymond	Substitute Teacher	2025/2026 School Year
Villegas, Paola	Substitute Teacher	2025/2026 School Year

New Hires

Abonce Ortega, Hilda	Campus Assistant, Curren School 5.75 hrs./180 days	12/02/2025
Alcantar Savedra, Armando I	Campus Assistant, Fremont Academy 5.75 hrs./180 days	11/17/2025
Ambriz, Ana C	Secretary, Enrichment and Special Programs 8 hrs./245 days	11/17/2025
Anguiano, Gloria E	Transportation Driver, Transportation 8 hrs./183 days	10/20/2025
Armenta, Joseline J	Paraeducator Special Education, McAuliffe School 5.75 hrs./183 days	11/20/2025
Baltazar, Kimberly	Paraeducator Special Education, Ritchen School 5.75 hrs./183 days	11/04/2025
Barranco, Maria G	Paraeducator Special Education, Lopez Academy 5.75 hrs./183 days	10/29/2025
Bello, Cristobal M	Paraeducator Special Education, Lopez Academy 5.75 hrs./183 days	10/27/2025
Cervantes, Nathalia	Paraeducator General Education, Brekke School 6 hrs./183 days	10/27/2025
Chavez Jr. Daniel	Payroll Technician, Budget & Finance 8 hrs./245 days	10/13/2025
DeBoni, Ryan A	Maintenance Worker II, Facilities 8 hrs./245 days	11/10/2025
Flores De Barron, Imelda	Paraeducator Special Education, San Miguel School 5.75 hrs./183 days	11/13/2025
Garcia, Erica J	Campus Assistant, Lemonwood School 5.75 hrs./180 days	11/10/2025
Garibay, Cristina	Payroll Technician, Budget & Finance 8 hrs./245 days	11/03/2025
Gastelum, Omar L	Campus Assistant, Curren School 5.75 hrs./180 days	10/27/2025
Gonzalez, Angel	Paraeducator Special Education, Lopez Academy 5.5 hrs./183 days	11/10/2025
Hulm, Janet A	Library Media Technician, Sierra Linda School 5 hrs./190 days	10/20/2025
Infante, Yadira H	Risk Management Specialist, Risk Management 8 hrs./245 days	10/20/2025
Iñiguez, Reina	Administrative Assistant, Enrichment and Specialized Programs 8 hrs./245 days	11/17/2025
Longoria Delgado, Maria L	Health Care Technician, Ritchen School 7hrs./183 days	11/05/2025
Magaña, Blanca E	Language Assessment Technician, Enrollment Center 5.5 hrs./245 days	11/17/2025
Mendez, Jazmin E	Speech Language Pathology Assistant, Ritchen School 8 hrs./183 days	11/03/2025
Mota, Susana D	Paraeducator Special Education, Pupil Services 5.75 hrs./183 days	10/21/2025
Myers, Sydney R	Library Media Technician, Harrington School 5 hrs./190 days	10/16/2025
Pestrella, Jonathan K	Paraeducator Special Education, McAuliffe School 5.75 hrs./183 days	10/29/2025
Piña, Marisela E	Mental Health Clinician, Pupil Services 8 hrs./221 days	11/12/2025

New Hires (cont.)

Pulido, Tanya	Secretary, Enrollment Center 8 hrs./245 days	12/01/2025
Ramirez, Jacqueline A	Paraeducator Special Education, Frank Academy 5.75 hrs./183 days	10/22/2025
Salinas Torres, Yaritza	Campus Assistant, Curren School 5.75 hrs./180 days	10/16/2025
Sanchez, Kaitlynn B	Paraeducator Special Education, Ritchen School 5.75 hrs./183 days	11/20/2025
Sotelo, Julian M	Paraeducator Special Education, Frank Academy 5.75 hrs./183 days	10/27/2025
Wade, Brittany H	Paraeducator Special Education, Ritchen School 5.75 hrs./183 days	11/10/2025

Exempt

Duran, Fatima	Avid Tutor	09/30/2025
Kiorlinski, Christopher	Avid Tutor	11/03/2025
Newman, Travis C	Avid Tutor	11/12/2025
Trujillo, Alondra J	Avid Tutor	10/07/2025
Vitela, Valeria	Avid Tutor	10/03/2025
Zamora-Tamayo, Esthela	Avid Tutor	10/06/2025
Zirate, Daniel	Avid Tutor	10/01/2025

Limited Term/Substitutes

Anguiano, Gloria E	Campus Assistant (Substitute)	10/14/2025
Aranda, Robert O	Child Nutrition Worker (Substitute)	10/10/2025
Barajas, Mayra E	Campus Assistant (Substitute)	10/28/2025
Bauer, Joanne	Campus Assistant (Substitute)	10/22/2025
Blanco, Sheccid	Campus Assistant (Substitute)	10/17/2025
Calderon, Yuriccy	Paraeducator (Substitute)	10/30/2025
Carreño, Fanny E	Campus Assistant & Child Nutrition Worker (Substitute)	10/13/2025
Castellanos Oseguera, Jesus	Custodian, Warehouse, Grounds & Maintenance (Substitutes)	11/07/2025
Cervantes, Gissel	Paraeducator (Substitute)	09/11/2025
Cruz, Josephine	Child Nutrition Worker (Substitute)	10/15/2025
Ebright, Tabitha C	Paraeducator (Substitute)	10/29/2025
Espinosa, Javier	Child Nutrition Worker (Substitute)	10/23/2025
Gonzalez, Sergio	Campus Assistant (Substitute)	10/23/2025
Hernandez, Mario	Campus Assistant (Substitute)	10/09/2025
Larkin, Tamara L	Campus Assistant (Substitute)	10/06/2025
Lopez Lima, Brisa M	Campus Assistant (Substitute)	10/09/2025
Magaña, Jalissa H	Campus Assistant & Child Nutrition Worker (Substitute)	10/15/2025
Malone, Charlene C	Campus Assistant (Substitute)	10/07/2025
Manriquez, Ana L	Campus Assistant (Substitute)	10/17/2025
Martinez, Cynthia P	Campus Assistant (Substitute)	10/28/2025
Molina Monrroy, Francis Z	Clerical (Substitute)	10/09/2025
Merrill, Myda P	Campus Assistant (Substitute)	10/28/2025
Nanez, Gilberto S	Campus Assistant (Substitute)	10/07/2025
Navarro, Candise M	Child Nutrition Worker (Substitute)	11/07/2025

Limited Term/Substitutes (cont.)

Perez, Monserrat	Paraeducator (Substitute)	11/13/2025
Valdez, Kristin L	Campus Assistant (Substitute)	10/13/2025
Vargas, Esteban	Campus Assistant (Substitute)	10/28/2025
Vidal, Fernanda D	Campus Assistant (Substitute)	11/14/2025
Zegers, James M	Campus Assistant (Substitute)	10/07/2025

Promotions

Candelario, Anna R	Information Systems Data Specialist, Information Technology 8 hrs./245 days Attendance Accounting Specialist II, Information Technology 8 hrs./245 days	10/27/2025
Jacobo, Guadalupe	Paraeducator Special Education, Sierra Linda School 5.75 hrs./183 days Paraeducator General Education, Pupil Services 5.75 hrs./183 days	11/03/2025
Moran, Virginia	Speech Language Pathology Assistant, Special Education 8 hrs./183 days Paraeducator Special Education, Special Education 5.75 hrs./183 days	11/17/2025
Quintana, Nichole V	Child Nutrition Worker II, Child Nutrition Services 6 hrs./185 days Child Nutrition Worker, Brekke School 5.5 hrs./185 days	11/13/2025
Romero, Samantha	Child Nutrition Worker II, Child Nutrition Services 6 hrs./185 days Child Nutrition Worker, Lopez Academy 5 hrs./185 days	11/13/2025
Tapia, Luis	Paraeducator Special Education, Driffill School 5.75 hrs./183 days Campus Assistant, Driffill School 5.75 hrs./180 days	11/03/2025
Vargas Perez, Georgina	Child Nutrition Worker II, Child Nutrition Services 6 hrs./185 days Child Nutrition Worker, Lemonwood School 5 hrs./185 days	11/13/2025
Zavala, Laura	Child Nutrition Worker II, Child Nutrition Services 6 hrs./185 days Child Nutrition Worker, Ramona School 5.5 hrs./185 days	11/13/2025

Administrative Transfers

6327	Child Nutrition Worker, 5 hrs./185 days	11/12/2025
3789	Outreach Specialist, 8 hrs./180 days	11/17/2025
9686	Outreach Specialist, 8 hrs./180 days	11/17/2025

Transfers

Arteaga, Vanessa M	Paraeducator Special Education, Frank Academy School 5.75 hrs./183 days	11/10/2025
Barajas, Andres H	Custodian, Chavez School 8 hrs./245 days	12/01/2025

Transfers (cont.)

Cardenas Ayala, Erick R	Paraeducator Special Education, Lopez Academy 5.75 hrs./183 days	10/13/2025
Diaz, Imelda	Paraeducator General Education, Lemonwood School 4 hrs./183 days	11/17/2025
Galera, Rose A	Paraeducator Special Education, Marshall School 5.75 hrs./183 days	10/14/2025
Gomez, Maria A	Campus Assistant, Curren School 5.75 hrs./180 days	09/04/2025
Gonzalez, Natalie A	Campus Assistant, Driffill School 5.75 hrs./180 days	10/20/2025
Lawton, Marcela	Paraeducator Special Education, Marina West School 5.75 hrs./183 days	11/12/2025
Perdomo, Catherine A	Paraeducator Special Education, Richen School 8 hrs./183 days	10/20/2025
Torres, Briana S	Paraeducator Special Education, Special Education 8 hrs./183 days	11/10/2025
Vazquez, Jose J	Paraeducator Special Education, Brekke School 5.75 hrs./183 days	11/03/2025

Demotions

Contreras, Maritssa	Paraeducator General Education, Rose Avenue School 6 hrs./183 days	10/22/2025

Probation Releases

13421	Campus Assistant – 5.75 hrs. 180 days	10/24/2025
13131	Office Assistant II – 8 hrs. 245 days	11/05/2025

Resignations

Cervantes Nathalia	Paraeducator General Education, Brekke School 6 hrs./183 days	10/30/2025
DeHerrera, Danielle A	Mental Health Clinician, Special Education 8 hrs./221 days	10/31/2025
Escobar, Cassandra	Campus Assistant, Lemonwood School 5.75 hrs./180 days	11/05/2025
Garcia, Darlene E	Paraeducator Special Education, Special Education 5.75 hrs./183 days	11/12/2025
Jimenez, Pedro	Custodian, Soria School 5 hrs./245 days	10/17/2025
Magaña, Consuelo M	Paraeducator Special Education, Chavez School 5.75 hrs./183 days	10/23/2025
Menchaca, Anthony J	Paraeducator General Education, Fremont Academy 5.75 hrs./183 days	10/31/2025
Mendez, Jordan N	Paraeducator Special Education, McKinna School 6 hrs./183 days	11/28/2025
Sosa-Martinez, Miriam Abigail I	Paraeducator Special Education, Pupil Services 5.75 hrs./183 days	10/31/2025

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** December 17, 2025

Agenda Section: Section C: Consent Agenda

Acceptance of Gifts (DeGenna)

The D.L. Fresh Foundation would like to support the 6th grade math collaboration between Frank Middle School and Soria School with materials and supplies. Sixth grade Soria teachers; Kristin Barajas, Aracely Martinez and Frank Middle School teachers; Kendra Hammond, Crystal Reagan, have designed an intervention program to improve math fluency and conceptual knowledge.

FISCAL IMPACT:
$15,000.00 donation from D.L. Fresh Foundation to Oxnard School District

RECOMMENDATION:
It is the recommendation of the Superintendent that the Board of Trustees accept the donation from the D.L. Fresh Foundation, as presented.

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: December 11, 2025
Reg: D.L. Fresh Donation of $15,000

The D.L. Fresh Foundation would like to support the the 6th grade math collaboration between Frank Middle School and Soria School with materials and supplies. Sixth grade Soria teachers; Kristin Barajas, Aracely Martinez and Frank Middle School teachers; Kendra Hammond, Crystal Reagan.

Frank Academy in collaboration with Soria has received a donation of $15,000 from D.L. Fresh Foundation. The total value of the donation will be used to provide materials and supplies with an after-school intervention program to improve math fluency and conceptual knowledge.

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
Tyler Higa
Principal R.J. Frank

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox **Date of Meeting:** December 17, 2025

Agenda Section: Section A: Preliminary

Approval of Nomination of School District Representative to the Ventura County School Attendance Review Board (SARB) 2025-2026 (Fox/Nocero)

Pursuant to Education Code Section 48321, each year the district is required to nominate a representative to the Ventura County Attendance Review Board (SARB). The Ventura County SARB provides consultant services and coordinates activities of local school attendance review boards to meet the needs of pupils with school attendance problems.

The Educational Services Department recommends that the Board of Trustees nominate Dr. Jodi Nocero, Director of Pupil Services, to serve as the district's representative to the Ventura County School Attendance Review Board (SARB) for the 2025-2026 school year.

FISCAL IMPACT:
None

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent of Educational Services and the Director of Pupil Services that the Board of Trustees approve the nomination of Dr. Jodi Nocero to serve as the district's representative to the Ventura County School Attendance Review Board, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox **Date of Meeting:** December 17, 2025

Agenda Section: Section C: Consent Agenda

Quarterly Report on Williams Instructional Materials and Facilities, Quarter 1 (2025) (Fox/Thomas)

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

Ventura County Office of Education has completed the Quarter 1 Williams Report related to visits completed during July-September of 2025. The report is an overview of the visitations related to textbooks/instructional materials and facilities to determine that all students have access to sufficient instructional materials and school facilities are clean, safe, and functional. The only schools mandated to have Williams Inspections are Frank Academy, Fremont Academy, Kamala, Marshall, McKinna and Soria.

This report reflects Quarter 1 findings for the following:

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

FISCAL IMPACT:
N/A

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of School Performance and Student Outcomes that the Board of Trustees receive the Williams Quarterly Report, as presented.

ADDITIONAL MATERIALS:

Attached: OSD - R. J. Frank Academy VCOE 2025-26 [Q1] Williams Visitation Report (1 pg)
OSD - Fremont Academy VCOE 2025-26 [Q1] Williams Visitation Report (1 pg)
OSD - Kamala Elem VCOE 2025-26 [Q1] Williams Visitation Report (1 pg)
OSD - Thurgood Marshall Elem VCOE 2025-26 [Q1] Williams Visitation Report

(1 pg)
OSD - McKinna Elem VCOE 2025-26 [Q1] Williams Visitation Report (1 pg)
OSD - Juan Lagunas Soria Elem VCOE 2025-26 [Q1] Williams Visitation Report (1 pg)

Ventura County Office of Education
Quarter 1 Williams Report
2025-26 Fiscal Year

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

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

This report reflects Quarter 1 findings for the following:

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

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

July - September 2025 Visitation Periods		
District/School	**Instructional Materials**	**Facilities**
Oxnard School District/ R. J. Frank Academy of Marine Science & Engineering	In compliance	In compliance

Ventura County Office of Education
Quarter 1 Williams Report
2025-26 Fiscal Year

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

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

This report reflects Quarter 1 findings for the following:

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

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

July - September 2025 Visitation Periods		
District/School	**Instructional Materials**	**Facilities**
Oxnard School District/ Fremont Academy of Environmental Science & Innovative Design	In compliance	In compliance

Ventura County Office of Education
Quarter 1 Williams Report
2025-26 Fiscal Year

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

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

This report reflects Quarter 1 findings for the following:

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

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

July - September 2025 Visitation Periods		
District/School	**Instructional Materials**	**Facilities**
Oxnard School District/ Kamala Elementary School	In compliance	In compliance

Ventura County Office of Education
Quarter 1 Williams Report
2025-26 Fiscal Year

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

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

This report reflects Quarter 1 findings for the following:

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

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

July - September 2025 Visitation Periods		
District/School	**Instructional Materials**	**Facilities**
Oxnard School District/ Thurgood Marshall Elementary School	In compliance	In compliance

Ventura County Office of Education
Quarter 1 Williams Report
2025-26 Fiscal Year

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

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

This report reflects Quarter 1 findings for the following:

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

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

July - September 2025 Visitation Periods		
District/School	**Instructional Materials**	**Facilities**
Oxnard School District/ McKinna Elementary School	In compliance	In compliance

Ventura County Office of Education
Quarter 1 Williams Report
2025-26 Fiscal Year

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

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

This report reflects Quarter 1 findings for the following:

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

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

July - September 2025 Visitation Periods		
District/School	**Instructional Materials**	**Facilities**
Oxnard School District/ Juan Lagunas Soria Elementary School	In compliance	In compliance

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** December 17, 2025

Agenda Section: Section C: Consent Agenda

Certification of Signatures (Pifko)

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

FISCAL IMPACT:
N/A

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

ADDITIONAL MATERIALS:

Attached: Oxnard School District Certification of Signatures (3 pages)

OXNARD SCHOOL DISTRICT

CERTIFICATION OF SIGNATURES

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

Unless amended by Board action, these approved signatures will be considered valid for the period of December 18, 2025 through June 30, 2026.

Date of Board Action: December 17, 2025 Signature:_____
Dr. Anabolena DeGenna,
Secretary to the
Board of Trustees

PART I

Signatures of Members of the Board

Signature:_____
Rose Gonzales,
of the Board of Trustees

Signature:_____
Monica Madrigal Lopez,
of the Board of Trustees

Signature:_____
Brian R. Melanephy,
of the Board of Trustees

Signature:_____
Cynthia Salas,
of the Board of Trustees

Signature:_____
Veronica Robles-Solis,
of the Board of Trustees

*Education Code Sections
42632, 42633

PART 2

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

Signature:_____
Dr. Anabolena DeGenna
Title: District Superintendent

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

Signature:_____
Dr. Scott Carroll
Title: Acting Assistant Superintendent, Human Resources

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

Signature:_____
Kristen Pifko
Title: Assistant Superintendent, Business and Fiscal Services

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

Signature:_____
Dr. Aracely Fox
Title: Assistant Superintendent, Educational Services

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

Signature:_____
Patricia Núñez
Title: Director of Fiscal Services

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

Signature:_____
Melissa Reyes
Title: Director of Purchasing

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

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** December 17, 2025

Agenda Section: Section C: Consent Agenda

Approval of Allowance Allocation #7 from Amendment #002 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project (Pifko/Bennett/CFW)

The Board established a Budget for the Rose Avenue Reconstruction Project of $58.6 Million.

As a part of the Budget, the Board approved Amendment #2 to Agreement #17-158 on February 05, 2025 to establish an allowance under which funds can be utilized to complete the off-site improvement plans as approved by the City of Oxnard on December 12, 2024 and extended the Site Lease and Sub Lease Agreements through the completion of the Phase 1 portion of the Project.

The Contractor is seeking approval of draws from Amendment #2 to fund the increased costs associated with labor, material and equipment resulting from City required scope. The contract documents allow funds to be drawn from the accounts with District approval. The Director of Facilities has been designated to provide the initial approval prior to placement on the Agenda. The accompanying document lists all the account draws approved to date for the Contractor Allowance.

The allowance began with a fund balance of Seven Million Five Hundred Thousand and No Cents ($7,500,000.00). This request totals Three Hundred Four Thousand Five Hundred Sixty-Six Dollars and Seventy-Five Cents ($304,566.75) leaving a fund balance of Four Hundred Thirty Thousand Five Hundred Fifty-One Dollars and Twenty-Five Cents ($430,551.25).

FISCAL IMPACT:
None - There is no recommended increase to the Project Budget.

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Allocation #7 in the amount of $304,566.75 as presented.

ADDITIONAL MATERIALS:

Attached: Contractor Allowance Allocation #7 (3 Pages)
Contractor Allowance Allocation Requests (305 Pages)
Amendment #2 (15 Pages)
Agreement #17-158, Balfour Beatty Construction (24 Pages)

CONTRACTOR OFF-SITE AMENDMENT #2 ALLOCATION APPROVAL #7

Date: 12/17/2025 **Contractor Amendment #2 Allowance Approval NO. 7**

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 ALLOWANCE SUM PER AMENDMENT #2 ..... **$ 7,500,000.00**

NET CHANGE - ALL PREVIOUS CONTRACTOR ALLOCATIONS..... **$ 6,764,882.00**

ADJUSTED ALLOWANCE SUM ..... **$ 735,118.00**

NET CHANGE – ALLOCATION #7 **$ 304,566.75**

Total Allocations to Date: ..... **$ 7,069,448.75**

ADJUSTED ALLOWANCE SUM THROUGH NO #7 ..... **$ 430,551.25**

Commencement Date: .....November 1, 2021
Original Completion Date: .....October 5, 2023
Original Contract Time: .....705 Calendar Days
Time Extension for all Previous Change Orders: .....**97 Days**
Time Extension for this Change Order: .....182 Days
Adjusted Completion Date: .....March 31, 2026

Total Contractor Contingency Allocation Approval No. 7 …….. $304,566.75

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 #429 R2– Repairs to condensate drain for HVAC units			$10,278.75	
2.	CDR #431 – Extend guardrail per City of Oxnard directive			$4,067.00	
3.	CDR #432 –Cost increase for ball wall materials and labor due to the City of Oxnard delay in off site approval			$1,483.00	
4.	CDR #433 – Cost increase in play equipment due to the City of Oxnard delay in off site approval			$14,256.00	
5.	CDR #434 – Add Mecho Shades to Admin Bldg				$21,330.00
6.	CDR #435 – Bathroom fixture diaphragm replacement due to poor water quality from City			$2,459.00	
7.	CDR #437 – Electrical revisions to kitchen for added circuits for double ovens			$11,570.00	
8.	CDR #438 – Add circuits in teacher's lounge			$4,548.00	
9.	CDR #439 – Additional cleaning per District direction prior to school opening				$23,718.00
10.	CDR #440 – Offsite improvement time required due to City of Oxnard delay			$31,231.00	
11.	CDR #441 – Added work temporary teachers parking lot paving due to delay in City approval			$3,326.00	
12.	CDR #442 – Furnish and install three additional benches previously deleted				$10,815.00
13.	CDR #444 – Install bypass piping and security cage along La Puerta as required by City			$15,200.00	
14.	CDR 446 R1 – Removal and disposal of previously unknown asbestos containing materials prior to building demo				$50,334.00

15.	**CDR 448 – Removal and disposal of previously unknown asbestos containing material discovered during building foundation demolition**				**$57,267.00**
16.	**COR #12 – Provide camera security services and portable lighting at old Rose through March 2026**			**$42,684.00**	
17.					
	Sub-Totals			**$141,102.75**	**$163,464.00**
	Grand Total				**$304,566.75**

APPROVAL (REQUIRED):

BOARD APPROVAL **DATE:**_____

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

CONTRACTOR:_____ **DATE:**_____

	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

Change Order Request #: 429 R2

Date: 8-28-2025

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

The Contract is changed as follows:

Reference Cost Event 365 – CDR 429 R2 – Condensate Pump Safety and Interconnection Labor and materials to provide condensate interconnection from condensate pump to mechanical unit.	$ **10,278.75**

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

☑ The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2025-08-28	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	8-28-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

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

Description of Work:

Reference Cost Event 365 – CDR 429 R2 – Condensate Pump Safety and Interconnection

Labor and materials to provide condensate interconnection from condensate pump to mechanical unit.

A.	**Subcontractor's Cost**			
	Smith MEP	$	**9,477.90**	
			Subtotal A:	**$ 9,477.90**
B.	**General Contractor's Cost**			
	Material (See attached supporting documentation.)	$	-	
	Taxes at 9.5% of Material	$	-	
	Labor (includes Fringe Benefits)	$	-	
	Payroll Taxes and Insurances at 9.5% of Labor		included above	
	Construction Equipment (see attached supporting documentation)	$	-	
			Subtotal B:	**$ -**
C.	**General Contractor's Overhead and Profit***	* N/A for Contingency Draw Requests		
	Overhead & Profit 5% of Subtotal A	$	482.90	
	Overhead & Profit 10% of Subtotal C	$	-	
			Subtotal C:	**$ 482.90**
D.	**Bond at 1%**		**Subtotal D:**	**$ 104.59**
E.	**Builders Risk Insurance at 1%**		**Subtotal E:**	**$ 104.59**
F.	**General Liability at 1.04%**		**Subtotal F:**	**$ 108.77**
	Grand Total = (A + B + C + D + E + F)			**$ 10,278.75**

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

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2025-08-28

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

Extra Work Proposal
Labor and Material Breakdown

Job # : 0 Date : 8/18/2025

Job Name : ROSE AVENUE Extra Work Proposal # :67

Description of work:

Condensate Interconnection from condensate pump to mechanical unit **ONLY**

Pricing Breakdown:

ELECTRICAL SERVICE TEAM		$	8,544.90
Jobsite Expenses		$	
Sales Tax	9.25%	$	55.01
TOTAL COST		$	8,599.91
+ Fee	10%	$	877.99
Total Extra Work Proposal Price		**$**	**9,477.90**

Time extension required because of labor added by this change is 7.1 workdays

This proposal includes 29 straight time field hours, 28 overtime field hours,

- double time field hours, & - shift work field hours.

Smith MEP is:

Proceeding with this work: X Waiting for authorization:

This price does not include any cutting or patching of drywall, electrical, painting, or other general construction. The cost of this change includes only those direct costs which can be identified at this time. There are no impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact cost because of multiple changes, delays, or causes beyond our control, we will submit those costs at that time.

Submitted by: **Joel Cerda** Date: 8/18/2025

Project Manager

Approved by: Date:

Signature

ELECTRICAL SERVICE TEAM	UNITS		HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR $	MATERIAL $	TOTAL $
Electrical Service Specialist CREW RATE ST			25.0	0.0			$ 131.63	$ 3,290.75	$ -	$ 3,290.75
Electrical Service Specialist CREW RATE OT			0.0	28.0			$ 166.41	$ 4,659.48		$ 4,659.48
Service Work Materials			0.0				$ -	$ -	$ 594.67	$ 594.67
Sheet Metal Field Totals:			29.0	28.0	0.0	0.0		$ 7,950.23	$ 594.67	**$ 8,544.90**
Jobsite Expenses						# PAGES			RENTAL $	TOTAL $
Truck Charge										$ 180.00
Jobsite Expense Total:									$ -	**$ 180.00**

Coordination and Field Investigation	DATE	NAME	Off-Site HRS	HRS ONSITE
Field Investigation and Procurement	14-Aug	Joel Cerda	4	2
Field Investigation and Procurement	14-Aug	Ian Marquez	4	2
Field Investigation and Procurement	14-Aug	John Hennry	4	2
Field Investigation and Procurement	14-Aug	Maurice white	4	2
NOT INCLUDED ON THIS COR	**TOTAL HOURS Stright time hours**		**24**	

Service and Remedial Work	DATE	NAME	Hrs	OT-Hrs
Field Repair Wiring	15-Aug	Ian Marquez	6	2
Field Repair Hose repair	15-Aug	Ian Marquez	2	0
Field Repair Wiring	15-Aug	Deven Warren	6	2
Field Repair Hose repair	15-Aug	Deven Warren	2	0
Field Repair Wiring	15-Aug	Walter MacNeil	6	2
Field Repair Hose repair	15-Aug	Walter MacNeil	2	0
Field Repair Wiring	15-Aug	Sacramento Magana	7	2
Field Repair Hose repair	15-Aug	Sacramento Magana	1	0
INCLUDED	**TOTAL Wiring hours Straight time**		**25**	
INCLUDED	**TOTAL Wiring hours OT**		**8**	
NOT INCLUDED ON THIS COR	Total Hose repair hours		7	

Service and Remedial Work	DATE	NAME	HRS	ONSITE
Field Repair Wiring	16-Aug	Ian Marquez	0	5
Field Repair Hose repair	16-Aug	Ian Marquez	0	0
Field Repair Wiring	16-Aug	Deven Warren	0	5
Field Repair Hose repair	16-Aug	Deven Warren	0	0
Field Repair Wiring	15-Aug	Walter MacNeil	0	5
Field Repair Hose repair	15-Aug	Walter MacNeil	0	0
Field Repair Wiring	15-Aug	Sacramento Magana	0	5
Field Repair Hose repair	15-Aug	Sacramento Magana	0	0
	TOTAL Wiring hours Straight time		**0**	
INCLUDED	**TOTAL Wiring hours OT**		**20**	
NOT INCLUDED ON THIS COR	Total Hose repair hours		0	

Breakout of hours spent	
Field Investigation and Procurement (NOT INCLUDED ON THIS COR)	24
TOTAL Wiring and field engineering STRAIGHT TIME Hours	25
TOTAL Wiring and field engineering Overtime time Hours	28
Total Hose repairs hours (NOT INCLUDED ON THIS COR)	7

Materials & Service Truck Fee	
Materials	$594.67
Service Truck	$180.00

ALL PHASE - OXNARD
ALL PHASE ELECTRIC SUPPLY CO.
221 LOMBARD STREET
OXNARD, CA 93030
Tel: 805 485-2153
Fax: 805 485-5930

5665-SO-252407

*** INV WILL BE SENT E-MAILED ***

*** DUPLICATE ***

ENTERED: 08/15/2025 PAGE 001 of 001

REGISTER NO.	REGISTER DATE
5665-1072776	08/15/25

THIS IS NOT AN INVOICE

SOLD TO: SMITH M.E.P.
SMITH MEP / ACCO ENGINEERED SYSTEMS
888 E WALNUT ST
PASADENA, CA 91101
(805) 621-5000

SHIP TO: SMITH M.E.P.
221 LOMBARD STREET
OXNARD, CA 93030

ORDER STATUS: DELIVERED

ORDER HANDLING: CUSTOMER PRESENT

ACCOUNT NO.	JOB NAME AND ADDRESS	CUSTOMER ORDER	WHEN SHIP			
JW-73734	SMITH M.E.P.FILE #495752	60040689	08/15/25			
SALESPERSON	**SHIPPING INFORMATION**	**SHIP VIA**	**SHIP DATE**	**CARTONS**	**COILS**	**BUNDLES**
2012 JPD	PREPAID	WILL CALL / BEST WAY				

QUANTITY ORDERED	PRODUCT CODE	DESCRIPTION	CODE	QUANTITY SHIPPED	PRICE	PER	DISC.	EXTENSION	TYP	TAX
30	POWST PS500S10PG	7/8 SLOT CHNL BIN: PRIMARY		30	227.86	C		68.36		T
100	DOT TEKHW1234	HEX HEAD BIN: PRIMARY		100	14.78	C		14.78		T
100	DOT FW14	FLAT STEEL WASHER BIN: PRIMARY		100	4.38	C		4.38		T
100	TB TC5345A	CABLE TIE MOUNTING BASE BIN: PRIMARY		100	155.75	C		155.75		T
100	TB TY525M	7IN NAT NYL CBL TIE BIN: PRIMARY		100	32.46	C		32.46		T
100	BUR QN14F25X03D	14-16 FEM DISCONN BIN: PRIMARY			64.44	C		64.44		T

TITLE TO MERCHANDISE AND RISK OF LOSS OR DAMAGE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.
MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THROUGH ERROR ON OUR PART.

A SERVICE CHARGE OF 1 1/2% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY APPLICABLE STATE LAW, WILL BE MADE ON ALL PAST DUE ACCOUNTS. THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE.

CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON YOUR INVOICES.
B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.
C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.

MERCHANDISE	340.17
Tax @ 9.25000%	31.47
SHIPPING CHARGE	0.00
TOTAL DUE	371.64

THIS MATERIAL WAS SPECIFICALLY ORDERED FOR AND WILL BE USED ON THE JOB NAME HEREIN. ABOVE MATERIAL REC EIVED:

SIGNED DATE

DEPOSIT:
BAL DUE:

CUSTOMER COPY

NOT INCLUDED



US Air Conditioning Distributors
*550 DEL NORTE AV NE
OXNARD CA 93030-
*Telephone (805)988-3650 * FAX (805)988-3654*

IMPORTANT NOTICE: There is a $15.00 minimum order c solutely no returns without prior approval. All returns are s restocking charge. There will be a handling charge for re warranty" compressors between the first and fifth year. The between quantity ordered and quantity shipped have been b and will ship as soon as possible.

REMIT TO: US Air Conditioning Distributors
P.O.Box 1111, La Puente, CA 91749-111
FEIN #26-0852920

Warehouse Release NO. 0703052S

BILL TO: SMITH MEP/ACCO ENGINEERING
2373 TELLER ROAD SUITE 105
NEWBURY PARK CA 91320-6083

SHIP TO: SMITH MEP/ACCO ENGINEERING
2373 TELLER ROAD SUITE 105
NEWBURY PARK CA 91320-6083

11:20 2025/08/15
TYPE: YORK DEALER
TAKEN BY: RA1
JOHN HENRY
PHONE: 805-621-500
BUS HRS:

CUSTOMER P.O. NUMBER 60040689
JOB NAME 60040689 DL 9046

SALES OFFICE	WHSE.	CUSTOMER NUMBER	SHIP VIA	INSTRUCTIONS / MARK	SALES ORDER	ORDER DATE	DATE REQUIRED	FOB SHIPPER POINT FREIGHT CODES: 1. PPD + ALLOW 2. PPD + ADD 3. COLL 6. PICKU
9	9	45770	WILCALL	805-216-9997 SLSMN: 216	9994051	08/14/25	08/15/25	7

LINE	QUANTITY ORDERED	QUANTITY RELEASED	QUANTITY SHIPPED	B/O? Y/N	U/M	VENDOR / MODEL	DESCRIPTION	WEIGHT IN POUNDS	UNIT PRICE	EXTENDED PRICE
1	32	32		N	EA	SQ DB3901263A	CN83 PIGTAIL 12VDC VENT OUTPUT	0	5.89	188.4
			INTERWHSE XREF: 2595119 2							
2	1	1		N	EA	DE 738	CLEAR VINYL TUBING 3/8IN (100FT)	0	16.31	16.3
3	11	11		N	EA	DV HC6202	HOSE CLAMPS 5 PACK	0	8.55	94.05
5	1	1		N	EA	DV HC6202	HOSE CLAMPS 5 PACK	0	8.55	8.55
			INTERWHSE XREF: 2595119 1							
6	3	3		N	EA	SQ DB3901263A	CN83 PIGTAIL 12VDC VENT OUTPUT	0	5.89	17.67
			INTERWHSE XREF: 2595151 1							

---CONTINUED---

"THE ABOVE GOODS WERE RECEIVED BY ME IN GOOD ORDER THI

FILLED BY	DELIVERED BY	DELIVERY DATE

SIGN HERE

HAZARDOUS MATERIAL EMERGENCY CONTACT
for chemical emergency-split, leak, fire or accident call
CHEMTREC day or night (800) 424-9300

PRINT YOUR NAME

DRIVER'S LICENSE

ALLCABLE®

POWER, SIGNAL, VIDEO, VOICE & DATA

2940 Los Olivos Ste B
Oxnard CA 93036
Phone - 805-981-2553

PACKING LIST

Shipment #	3063232
Purchase Order #	60040689
Sales Order #	2358693
Ship Date	08-14-25
Page #	1 of 1

Ship Via	Terms	Buyer	Account #	Salespeople	Entered By	Warehouse
PICK UP	NET 30 DAYS	IAN MARQUEZ	SMI001	590	JB	20

Sold To:

SMITH ELECTRIC
FILE #406079
1340 W BETTERAVIA ST
SANTA MARIA, CA 93455

Ship To:

Oxnard
Allcable Inc CA
2940 Los Olivos Ste B
Oxnard, CA 93036

Phone: 805-621-5000

LINE	ITEM # / DESCRIPTION	CUSTOMER ITEM # / ITM REV #	REV # / MANUFACTURER	U/M	QTY ORD	SHIPPED	LOT # / DATE CODE
1	PLN1802 18/2 STR PLN 725 CL3P			FT	500	500	2164595-A

Received by:
(Name must be legible for invoicing)

CERTIFICATE OF COMPLIANCE

This is to certify that the material shipped against this order conforms to the requirements of the referenced specification(s)

ALL PHASE - OXNARD
ALL PHASE ELECTRIC SUPPLY CO.
221 LOMBARD STREET
OXNARD, CA 93030
Tel: 805 485-2153
Fax: 805 485-5930

5665-SO-252407

*** INV WILL BE SENT E-MAILED ***

*** DUPLICATE ***

ENTERED: 08/15/2025 PAGE 001 of 001

REGISTER NO.	REGISTER DATE
5665-1072776	08/15/25

THIS IS NOT AN INVOICE

SOLD TO: SMITH M.E.P.
SMITH MEP / ACCO ENGINEERED SYSTEMS
888 E WALNUT ST
PASADENA, CA 91101
(805) 621-5000

SHIP TO: SMITH M.E.P.
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ACCOUNT NO.	JOB NAME AND ADDRESS	CUSTOMER ORDER	WHEN SHIP
JW-73734	SMITH M.E.P.FILE #495752	60040689	08/15/25

SALESPERSON	SHIPPING INFORMATION	SHIP VIA	SHIP DATE	CARTONS	COILS	BUNDLES
2012 JPD	PREPAID	WILL CALL / BEST WAY				

QUANTITY ORDERED	PRODUCT CODE	DESCRIPTION	CODE	QUANTITY SHIPPED	PRICE	PER	DISC.	EXTENSION	TYP	TAX
30	POWST PS500S10PG	7/8 SLOT CHNL BIN: PRIMARY		30	227.86	C		68.36		T
100	DOT TEKHW1234	HEX HEAD BIN: PRIMARY		100	14.78	C		14.78		T
100	DOT FW14	FLAT STEEL WASHER BIN: PRIMARY		100	4.38	C		4.38		T
100	TB TC5345A	CABLE TIE MOUNTING BASE BIN: PRIMARY		100	155.75	C		155.75		T
100	TB TY525M	7IN NAT NYL CBL TIE BIN: PRIMARY		100	32.46	C		32.46		T

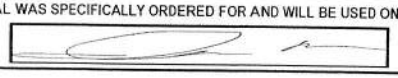
TITLE TO MERCHANDISE AND RISK OF LOSS OR DAMAGE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER. MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THROUGH ERROR ON OUR PART.

A SERVICE CHARGE OF 1 1/2% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY APPLICABLE STATE LAW, WILL BE MADE ON ALL PAST DUE ACCOUNTS. THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE.

CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON YOUR INVOICES.
B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.
C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.

MERCHANDISE	275.73
Tax @ 9.25000%	25.51
SHIPPING CHARGE	0.00
TOTAL DUE	301.24

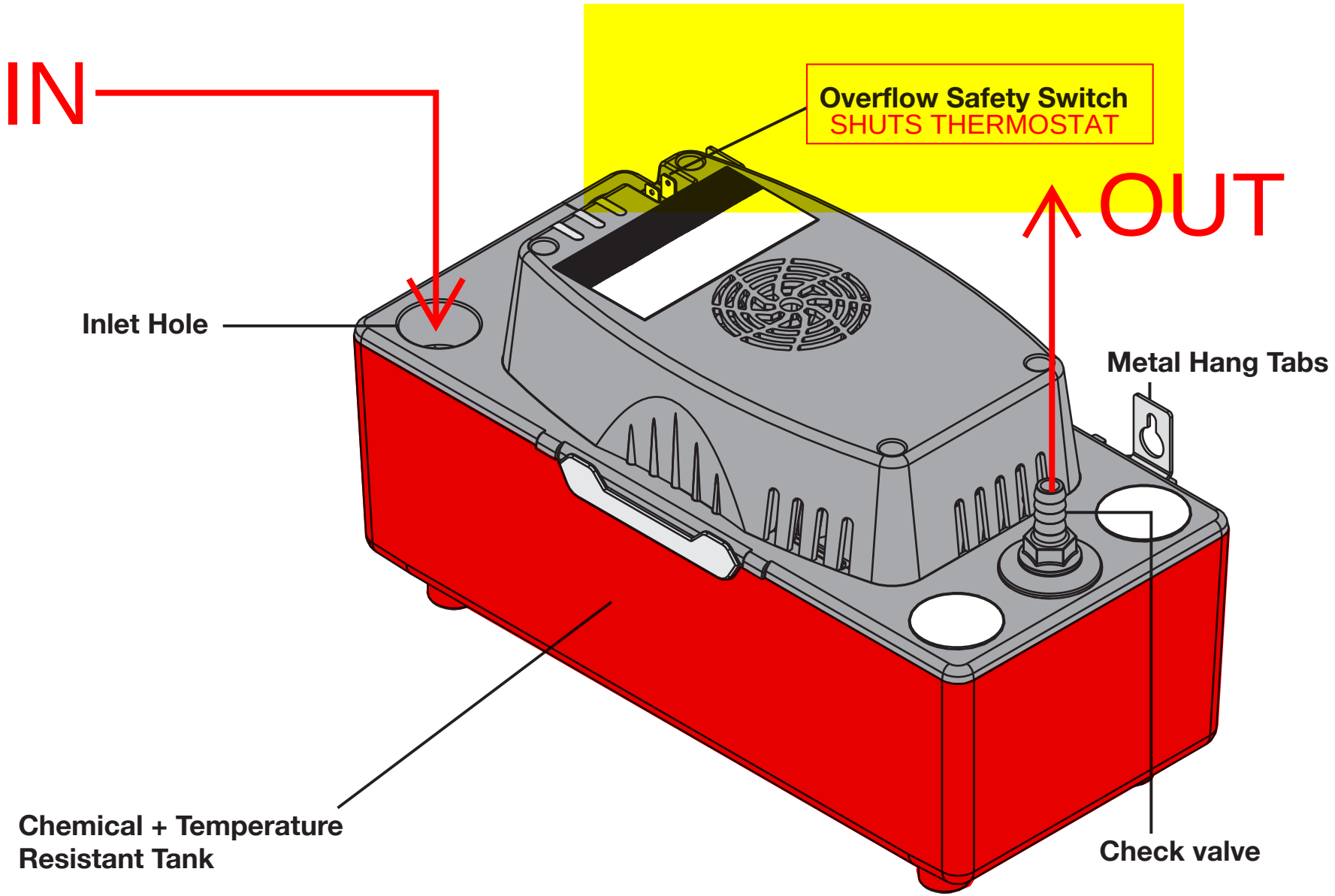
THIS MATERIAL WAS SPECIFICALLY ORDERED FOR AND WILL BE USED ON THE JOB NAME HEREIN. ABOVE MATERIAL REC EIVED:

SIGNED  DATE 8/15/2025 9:45:15 AM

DEPOSIT:
BAL DUE:

CUSTOMER COPY

CONDENSATE PUMP



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

Change Order Request #: 431

Date: 8-23-2025

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

The Contract is changed as follows:

Reference Cost Event 365 – CDR 431 – ASI 46 Guradrail Extension The contractor shall provide and install a prefabricated guardrail extension adjacent to the previously installed guardrail (ASI 042) at the corner of Driskill and La Puerta, in accordance with ASI 046. The guardrail shall be extended by seven feet. The prefabricated guardrail shall be galvanized and powder coated.	$ 4,067.00

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

☑ The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By :	By:
Date: 2025-08-23	Date: 08/25/2025	Date:

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	8-23-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

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

Description of Work:

Reference Cost Event 365 – CDR 431 – ASI 46 Guradrail Extension

The contractor shall provide and install a prefabricated guardrail extension adjacent to the previously installed guardrail (ASI 042) at the corner of Driskill and La Puerta, in accordance with ASI 046. The guardrail shall be extended by seven feet. The prefabricated guardrail shall be galvanized and powder coated.

A.	**Subcontractor's Cost**				
	Econo Fence	$	3,660.83		
	Bonds @ 1.5%	$	56.32		
	Insurance @ 1%	$	37.55		
			Subtotal A:	**$**	**3,754.70**
B.	**General Contractor's Cost**				
	Material (See attached supporting documentation.)	$	-		
	Taxes at 9.5% of Material	$	-		
	Labor (includes Fringe Benefits)	$	-		
	Payroll Taxes and Insurances at 9.5% of Labor		included above		
	Construction Equipment (see attached supporting documentation)	$	-		
			Subtotal B:	**$**	**-**
C.	**General Contractor's Overhead and Profit***	* N/A for Contingency Draw Requests			
	Overhead & Profit 5% of Subtotal A	$	187.73		
	Overhead & Profit 10% of Subtotal C	$	-		
			Subtotal C:	**$**	**187.73**
D.	**Bond at 1%**		**Subtotal D:**	**$**	**40.67**
E.	**Builders Risk Insurance at 1%**		**Subtotal E:**	**$**	**40.67**
F.	**General Liability at 1.04%**		**Subtotal F:**	**$**	**42.30**
	Grand Total = (A + B + C + D + E + F)			**$**	**4,067.00**

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

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2025-08-23

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

ECONO FENCE INC.

5261 Pedley Road, Riverside, CA, 92509 • P: 951.685.5000 • F: 951.360.8685 • License No. 337734 • DIR #1000001395

POTENTIAL CHANGE ORDER

#14

August 22, 2025

Balfour Beatty Construction
ATTENTION: Rafael

SENT FROM: Judd Leslie

ROSE AVE ES

REFERENCE: ASI# 46: Add (7') of guardrail.

ITEM DESCRIPTION	QTY		UNIT COST	TOTAL
MATERIALS:				
– Prefabricated guardrail - galvanized & powder coated	1 ea	@	$1,873.00 ea	$1,873.00
			SUBTOTAL:	$1,873.00
			TAX:	$163.89
			TOTAL MATERIALS:	**$2,036.89**
EQUIPMENT:				
Crew Truck	6 hrs	@	$25.00 hr	$150.00
			TOTAL EQUIPMENT:	**$150.00**
LABOR:				
– Foreman	6 hrs	@	$98.34 per hr	$590.04
– Laborer	6 hrs	@	$91.85 per hr	$551.10
			TOTAL LABOR:	**$1,141.14**

SUBTOTAL: $3,328.03

10% Overhead & Profit: $332.80

TOTAL ADD: $3,660.83

IBI GROUP
333 S. Hope St, Suite C-200
Los Angeles, CA 90071

www.IBIGroup.com

ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS (ASI)

PROJECT:	Rose Avenue K-5 School	**ASI NO.:**	**46**
OWNER:	Oxnard School District 1051 S. 'A' Street Oxnard, CA 93030	**DATE:**	08/22/2025
Construction Management	Caldwell Flores Winters, Inc. 521 N. 1st Avenue Arcadia, CA 91006	**ARCHITECT:**	Arcadis / IBI Group 333 S. Hope St., Suite C-200 Los Angeles, CA 90071
CONTRACTOR:	Balfour Beatty 300 E. Esplanade Drive #1120 Oxnard, CA 93036	**PROJECT NO.:**	109990
		DSA FILE NO.:	56-22
		APPLICATION NO.:	03-119284

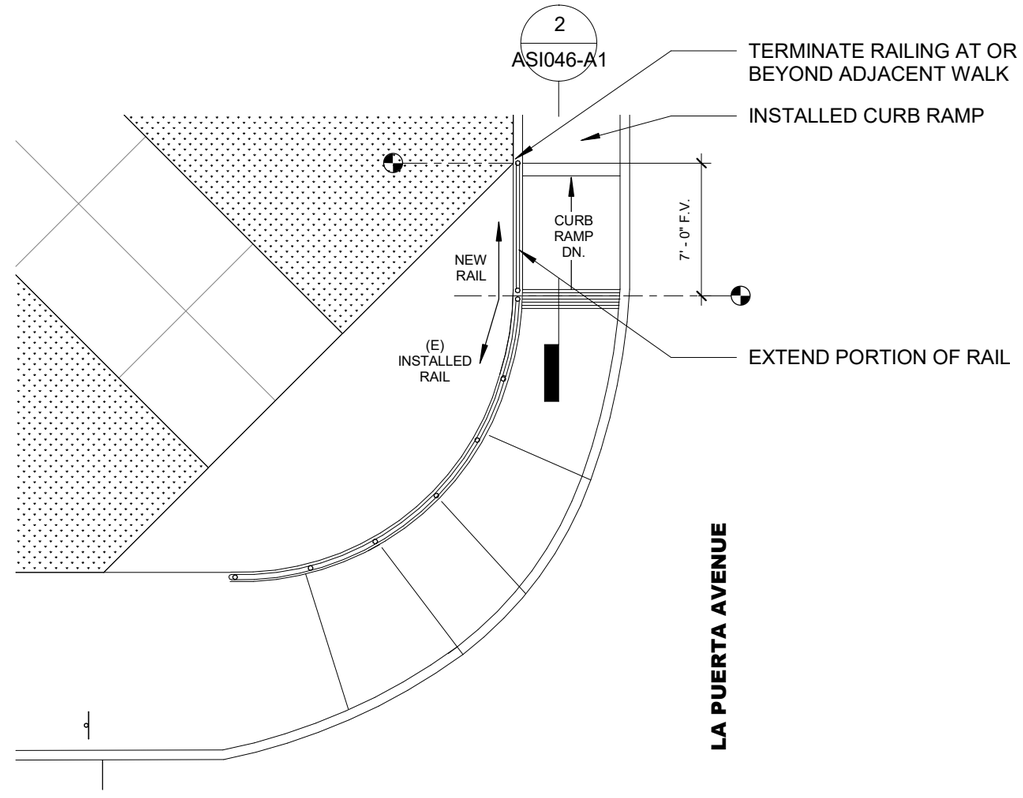
The work shall be carried out in accordance with the Change Order prepared by the Owner. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for these changes to the Work, as consistent with the Contract Documents, by signing below and returning an executed original to the Architect within ten (10) days of receiving these instructions.

Description:

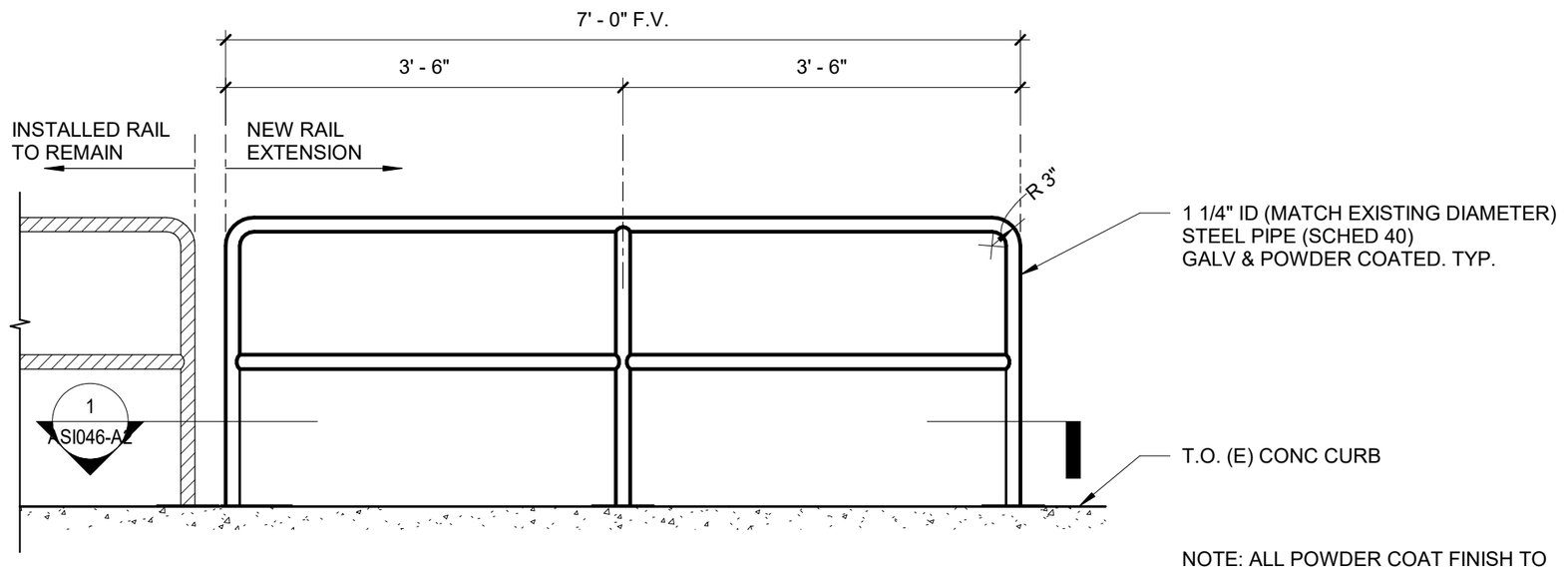
1. **Provide** Guardrail extension adjacent to install guardrail (ASI 042) at corner of Driskill / La Puerta.

Attachments: **ASI046-A1, ASI046-A2**

ISSUED: IBI GROUP, A CALIFORNIA PARTNERSHIP	ACCEPTED:
By: Ruben R Date: 08/22/2025	By: _____ Date: _____



1 GUARDRAIL EXTENSION - ENLARGED SITE PLAN
1/8" = 1'-0"

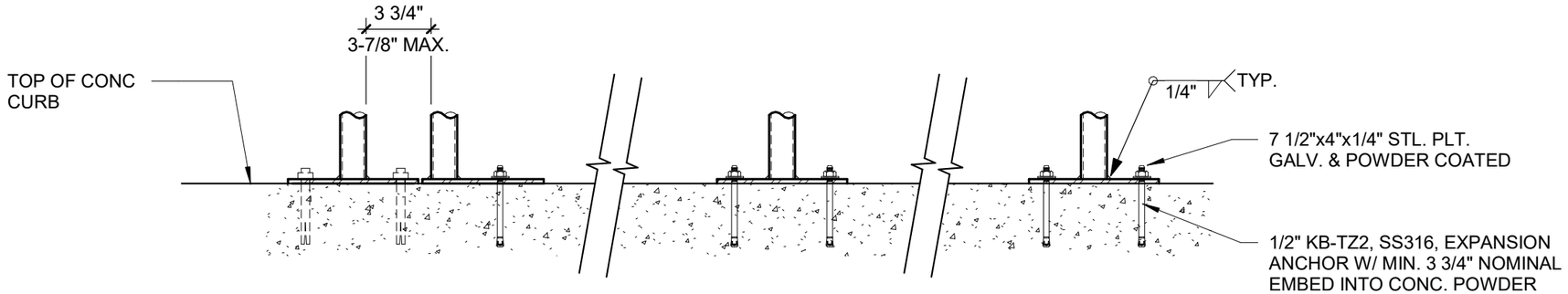


NOTE: ALL POWDER COAT FINISH TO BE BLACK POWDER COAT, RAL 9005.

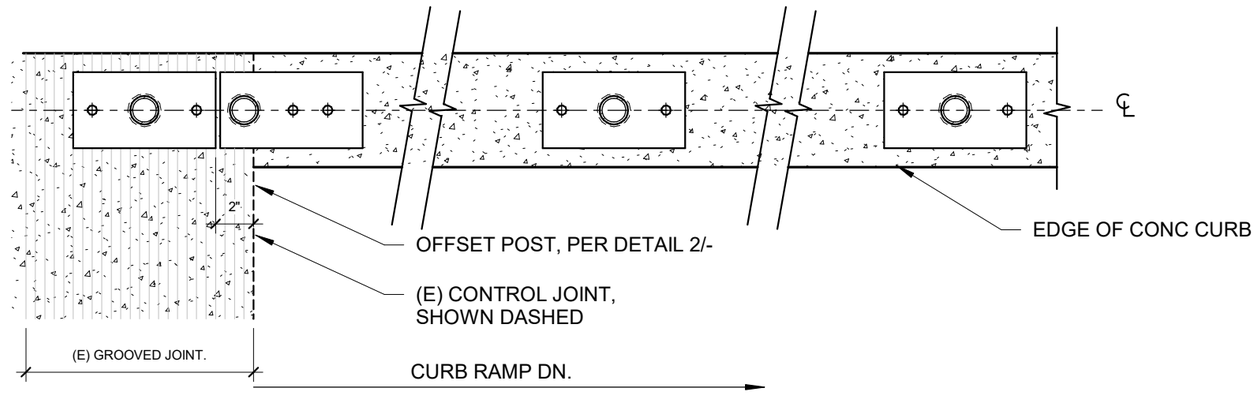
2 GUARDRAIL EXTENSION - PARTIAL ELEVATION
3/4" = 1'-0"

GUARDRAIL EXTENSION
ROSE AVENUE K-5 SCHOOL
OXNARD SCHOOL DISTRICT
OXNARD
CA
PROJECT NO. 109990
DSA FILE NO. 56-22
DSA APP. NO. 03-119284
REFERENCE SHEET NO.
DATE 08/22/2025
ASI046-A1

IBI
Los Angeles
333 South Hope St., Suite 200
Los Angeles CA 90071
213.769.0011 fax: 213.769.0016

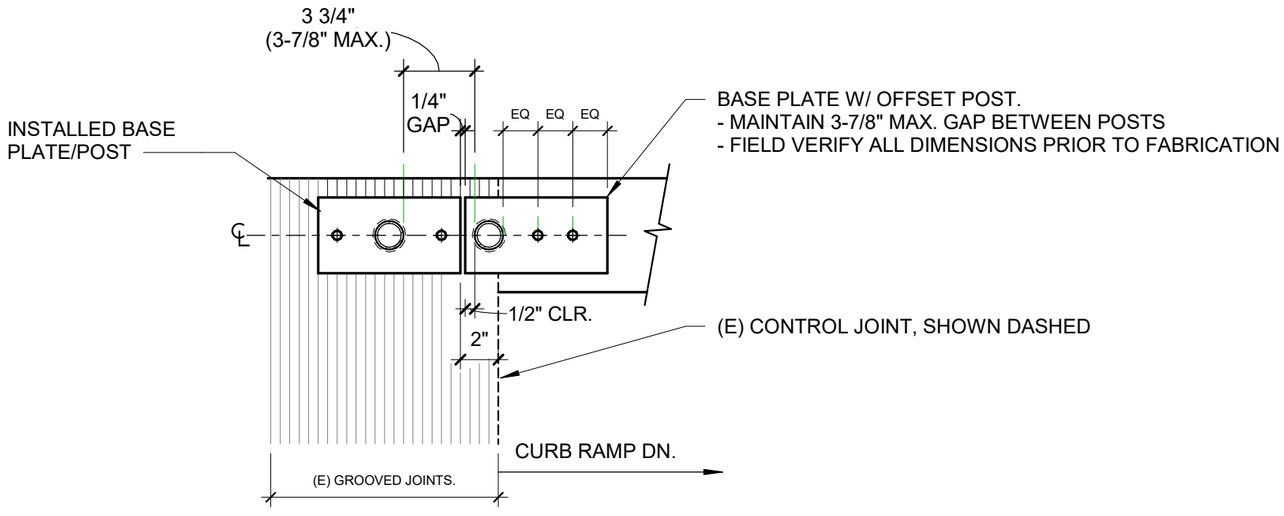


SECTION



PLAN

1 GUARDRAIL - POST/BASE PLATE ATTACHMENT
1 1/2" = 1'-0"



2 GUARDRAIL - OFFSET POST/BASE PLATE ATTACHMENT
1 1/2" = 1'-0"

NOTE: HATCH PATTERN OMITTED FOR CLARITY

GUARDRAIL ATTACHMENT
ROSE AVENUE K-5 SCHOOL
OXNARD SCHOOL DISTRICT
OXNARD CA
DATE 08/22/2025
ASI046-A2
REFERENCE SHEET NO.
PROJECT NO. 109990
DSA FILE NO. 56-22
DSA APP. NO. 03-119284

IBI
Los Angeles
333 South Hope St., Suite 200
Los Angeles CA 90071
213.769.0011 fax: 213.769.0016

	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

Change Order Request #: 432

Date: 8-25-2025

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

The Contract is changed as follows:

Reference Cost Event 365 – CDR 432 – CMU Ball Wall Cost Increase This change order covers the increased material and labor costs associated with the CMU Ball Wall.	$ 1,483.00

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

☑ The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2025-08-25	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	8-25-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

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

Description of Work:

Reference Cost Event 365 – CDR 432 – CMU Ball Wall Cost Increase

This change order covers the increased material and labor costs associated with the CMU Ball Wall.

A.	**Subcontractor's Cost**			
	Inland Builders	$	1,368.84	
			Subtotal A:	**$ 1,368.84**
B.	**General Contractor's Cost**			
	Material (See attached supporting documentation.)	$	-	
	Taxes at 9.5% of Material	$	-	
	Labor (includes Fringe Benefits)	$	-	
	Payroll Taxes and Insurances at 9.5% of Labor		included above	
	Construction Equipment (see attached supporting documentation)	$	-	
			Subtotal B:	**$ -**
C.	**General Contractor's Overhead and Profit***	* N/A for Contingency Draw Requests		
	Overhead & Profit 5% of Subtotal A	$	68.44	
	Overhead & Profit 10% of Subtotal C	$	-	
			Subtotal C:	**$ 68.44**
D.	**Bond at 1%**		**Subtotal D:**	**$ 14.83**
E.	**Builders Risk Insurance at 1%**		**Subtotal E:**	**$ 14.83**
F.	**General Liability at 1.04%**		**Subtotal F:**	**$ 15.42**
	Grand Total = (A + B + C + D + E + F)			**$ 1,483.00**

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

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2025-08-25

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

Inland Building Construction Companies, Inc.

Job Information:
Rose Ave ES BP 28 - Site Concrete - 21-042
220 S Driskill St
Oxnard, CA 93030
Client: Oxnard School District

Proposed Change Order

PCO Number: 30
PCO Date: Aug 21, 2025
PCO Valid for 30 Days

Attention: Balfour Beatty Construction

From: Cliff Rodrick, cliff@ibccinc.com

Description of Work
COR #030 - CMU Ball Wall schedule Extension CMU Ball Wall material and labor cost associated with schedule extension distributed 8/20/25.

Self-Perform Work

Description	Cost	Markup %	Markup	Price
Bond	$26.84	%	$ 0.00	$26.84

Subcontract Work

Vendor	Cost	Markup %	Markup	Price
Reyes Masonry Contractors Inc	$1,220.00	10.00%	$ 122.00	$1,342.00

Summary	
Total Cost	$1,246.84
Total Markup	$122.00
Subtotal	$1,368.84
Additional Days	0.00

323 South Sierra Way
San Bernardino, CA 92408
909-884-6276
www.ibccinc.com

REYES

MASONRY
CONTRACTORS
INCORPORATED

August 20, 2025

Mr. Cliff Rodrick
Inland Building Construction Companies, Inc. cliff@ibccinc.com
323 S. Sierra Way 909-214-7639
San Bernadino, California 92408

Re: Additive Impacted Costs on CMU Work - COR
Handball Wall Scope of Work
Rose Avenue – K-5 School
220 So. Driskill Street
Oxnard, California 93030

Mr. Rodrick:

We have updated our costs due the delayed construction of the contracted “Handball” CMU scope of work at the Rose Ave. – K-5 School project. The work was originally quoted in February of 2022. Since then, our costs for materials and labor have increased substantially. These increases include the following:

1. **Materials (CMU Block, Mortar & Grout) …….. $ 527.00**

2. **Labor (Installation of CMU, rebar, Grouting of Walls) ……. $ 693.00**

Total Additive Cost ……..…… $ 1,220.00

Please note that the **Exclusions** and **Clarifications** previously noted in our subcontract are binding with the above noted additive COR pricing. Please call if you have any questions. Thanks,

HAND BALL - COST ANALYSIS

DATE: AUGUST 20, 2025

MATERIALS ANALYSIS:

No.	Description	Feb 2022 Cost	Current 2025 Cost	Difference
1.	Block Cost	$1,344.74	$1,604.78	($260.04)
2.	Mortar Cost	$145.47	$157.70	($12.23)
3.	Grout Cost	$809.91	$959.11	($149.20)
	Sub-Total (Materials)	$2,300.12	$2,721.59	($421.47)
	25% Mark-Up	$575.03	$680.40	($105.37)
	TOTAL MATERIALS COST ...	**$2,875.15**	**$3,401.99**	**($526.84)**

LABOR ANALYSIS:

No.	Description	Feb 2022 Cost	Current 2025 Cost	Difference
1.	Line Labor Cost	$2,070.22	$2,392.78	($322.56)
2.	Grouting Labor Cost	$493.64	$628.07	($134.43)
3.	Rebar Installation	$167.94	$265.60	($97.66)
	Sub-Total (Labor)	$2,731.80	$3,286.45	($554.65)
	25% Mark-Up	$682.95	$821.61	($138.66)
	TOTAL LABOR COST ...	**$3,414.75**	**$4,108.06**	**($693.31)**

TOTAL ADDED COST FOR MATERIALS & LABOR ..... ($1,220.15)

TOTAL INCREASES FROM ORIGINAL QUOTE (CALL)..... $1,220.00

2022

Feb

Angelus BLOCK CO., INC. Since 1946

CONTRACTOR

CONCRETE MASONRY UNIT PRICE LIST
&
TERMS AND GENERAL CONDITIONS OF SALE

Effective
February 1, 2022

Corporate Office
11374 Tuxford St.
Sun Valley, CA 91352
(818) 767-8576
Fax (818) 768-3124

PLANT LOCATIONS

11374 Tuxford St.
Sun Valley, CA 91352
(818) 767-8576
Fax (818) 768-3124

1705 N. Main St.
Orange, CA 92668
(714) 637-8594
Fax (714) [illegible]0281

14515 Whittram St.
Fontana, CA 92335
(909) 350-0244
Fax (909) 822-9171

252 E. Redondo Bch. Bl.
Gardena, CA 90248
(310) 323-8841
Fax (310) 327-2291

3435 S. Riverside Ave.
Rialto, CA 92316
(951) 328-9115
Fax (951) 321-0115

4575 E. Vineyard Ave.
Oxnard, CA 93030
(805) 485-1137
Fax (805) 983-7697

88-100 Fargo Canyon Rd.
Indio, CA 92202
(760) 347-3245
Fax (760) 342-6788

526 Mettler Frontage Rd.
Bakersfield, CA 93307
(661) 858-2848
FAX (661) 858-2072

Web Site:
www.AngelusBlock.com

E-mail:
info@angelusblock.com

Trade Discount: A trade discount of 10% will be allowed on all products manufactured by Angelus Block Co., Inc. Non-manufactured items such as steel, cement, preblended mortar, color oxides, labor charges for saw cuts, and mold change charges, are NET. Included in this discount is a 5% allowance for all 4-inch high CMU and a 3% allowance for 6-inch high and 8-inch high CMU to cover all claims for breakage, color variation, and all other defects for all purchases of manufactured CMU products.

Cash Discount: For customers with open credit accounts, a 2% cash discount on the next invoice total covering manufactured CMU products will be allowed for prompt payment. Payments are due on the 10th and delinquent on the 15th of the month following shipment. *This cash discount provision will be strictly enforced.* Service charges equal to an Annual Percentage Rate of 18% will be added to all past due accounts.

This supersedes previously published Price Lists and Terms and Conditions of Sale.

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Medium Weight Units 2
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- Correctional Facilities Units
- Dry-Block™
- Special Aggregate Units
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Normal Weight Units 7
Screen Block 8
Cap Block 8
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Lightweight Units 10
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Post Tensioned Masonry Fences - Including 4-Inch Wide Designs

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E-Z MIX, INC. PREMIUM CEMENT PRODUCTS

Preblended Mortars and Sacked Products

Prices are subject to change without notice.

Medium Weight - Feb 2022

Precision

cmu/pal	Size	Description	GREY F.O.B.	GREY FRT.	GREY DEL.	COLOR (excludes white or green shades) F.O.B.	COLOR FRT.	COLOR DEL.
240	6x4x16	STD, BB, 8" Half, 14" Corner	2.22	0.15	2.37	2.52	0.15	2.67
120	6x8x16	STD, BB, 8" Half	2.29	0.29	2.58	2.89	0.29	3.18
120	6x8x16	T&G BEVELED	2.50	0.29	2.79	3.10	0.29	3.39
180	8x4x16	STD, BB, 8" Half	2.77	0.17	2.94	3.17	0.17	3.34
108	8x6x16	STD, BB, 8" Half	3.24	0.28	3.52	3.84	0.28	4.12
90	8x8x16	STD, BB, DOE BB, 8" Half	2.82	0.33	3.15	3.62	0.33	3.95
90	8x8x16	T&G BEVELED	3.03	0.33	3.36	3.83	0.33	4.16
144	8x8x8	U-Lintel	3.07	0.33	3.40	3.87	0.33	4.20
90	8x8x16	Deep U-Lintel	3.32	0.33	3.65	4.12	0.33	4.45
90	8x8x16	Solid Bottom U-Lintel	3.32	0.33	3.65	4.12	0.33	4.45
90	8x8x16	Speed Block	3.03	0.28	3.31	-	-	-
150	10x4x16	STD, BB, 8" Half	4.66	0.21	4.87	5.16	0.21	5.37
90	10x6x16	STD, BB, 8" Half	4.75	0.35	5.10	5.50	0.35	5.85
75	10x8x16	STD, BB, DOE BB, 8" Half	4.94	0.42	5.36	5.94	0.42	6.36
120	12x4x16	STD, BB, 8" Half	4.61	0.23	4.84	5.21	0.23	5.44
72	12x6x16	STD, BB, 8" Half	4.86	0.36	5.22	5.76	0.36	6.12
60	12x8x16	STD, BB, DOE BB, 8" Half	4.69	0.49	5.18	5.89	0.49	6.38
120	12x8x8	U-Lintel	4.94	0.49	5.43	6.14	0.49	6.63
60	12x8x16	Deep U-Lintel	5.69	0.49	6.18	6.89	0.49	7.38
60	12x8x16	Speed Block	4.90	0.42	5.32	-	-	-
80	12x8x12	Ring Pilaster	6.20	0.40	6.60	7.40	0.40	7.80
60	12x8x16	Banjo Pilaster, 6" C-ALT.	6.20	0.49	6.69	7.40	0.49	7.89
45	16x8x16	Ring, Banjo Pilaster, 8" C-ALT.	7.94	0.58	8.52	9.54	0.58	10.12
45	16x8x16	DOE BB	8.69	0.62	9.31	10.29	0.62	10.91
45	16x8x16	Deep U-Lintel	9.19	0.62	9.81	10.79	0.62	11.41
40	24x8x12	C-Alternate	16.98	0.69	17.67	19.38	0.69	20.07
90	8x8x16	**High-Stress** (3,250 net psi)	3.92	0.33	4.25	4.72	0.33	5.05
75	10x8x16	**High-Stress** (3,250 net psi)	6.32	0.42	6.74	7.32	0.42	7.74
60	12x8x16	**High-Stress** (3,250 net psi)	6.34	0.49	6.83	7.54	0.49	8.03

High-stress premium(s) apply to cmu with a minimum net compressive strength of *3,250 net psi*

2022

Feb

Angelus BLOCK CO., INC. Since 1946

CONTRACTOR

SACK PRODUCTS PRICE LIST

&

TERMS AND GENERAL CONDITIONS OF SALE

Effective

February 1, 2022

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(818) 767-8576
Fax (818) 768-3124

PLANT LOCATIONS

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(310) 323-8841
Fax (310) 327-2291

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Rialto, CA 92316
(951) 328-9115
Fax (951) 321-0115

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Oxnard, CA 93030
(805) 485-1137
Fax (805) 983-7697

88-100 Fargo Canyon Rd.
Indio, CA 92202
(760) 347-3245
Fax (760) 342-6788

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Bakersfield, CA 93307
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Web Site:
www.AngelusBlock.com

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info@angelusblock.com

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This supersedes previously published Price Lists and Terms and Conditions of Sale.

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Masonry Mortars 2	Tile Mortars 3
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Concrete Mixes 3	Miscellaneous Sack Products 4
Cement / Lime / Oxide 3	
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Concrete Repair 3	Terms and Conditions of Sale 4

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SINCE SAKRETE™ 1936

PMP PRE-MIX PRODUCTS

Prices are subject to change without notice.

Masonry Mortars	SIZE	QTY / PALLET	F.O.B. PRICE	FREIGHT	DEL. PRICE
Spec Mix Type "S" Mortar (LA City Approved)	60 lb.	56	$ 5.55	$ 0.45	$ 6.00
Spec Mix Type "S" Mortar (LA City Approved)	94 lb.	35	$ 7.65	$ 0.65	$ 8.30
Spec Mix Type "S" Mortar (LA City Approved)	3,000 lb.	1	$ 235.00	$ 23.00	$ 258.00
Spec Mix Type "S" Mortar **(IWR)** (LA City Approved)	80 lb.	42	$ 7.65	$ 0.65	$ 8.30
Spec Mix Type "S" Mortar **(IWR)** (LA City Approved)	3,000 lb.	1	$ 265.00	$ 23.00	$ 288.00
Spec Mix Type "M" Mortar (LA City Approved)	94 lb.	35	$ 7.95	$ 0.65	$ 8.60
Spec Mix Type "M" Mortar (LA City Approved)	3,000 lb.	1	$ 240.00	$ 23.00	$ 263.00

Stone Veneer Mortars			F.O.B. PRICE	FREIGHT	DEL. PRICE
Spec Mix SVM *(Stone Veneer Mortar)*	50 lb.	56	$ 5.90	$ 0.45	$ 6.35
Spec Mix SVM *(Stone Veneer Mortar)*	94 lb.	35	$ 9.20	$ 0.65	$ 9.85
Spec Mix SVM 300 *(Poly Mod. Stone Ven. Mortar)*	50 lb.	56	$ 8.20	$ 0.45	$ 8.65
Spec Mix SVM 300 *(Poly Mod. Stone Ven. Mortar)*	94 lb.	35	$ 13.30	$ 0.65	$ 13.95
Spec Mix SVM 500 *(Poly Mod. Stone Ven. Mortar)*	50 lb.	56	$ 10.85	$ 0.45	$ 11.30
Spec Mix SVM 500 *(Poly Mod. Stone Ven. Mortar)*	94 lb.	35	$ 18.30	$ 0.65	$ 18.95
Spec Mix SVM LFT *(Large Format Tile)*	50 lb.	56	$ 6.90	$ 0.45	$ 7.35
Spec Mix SVM LFT *(Large Format Tile)*	94 lb.	35	$ 11.55	$ 0.65	$ 12.20

Lime Replacement Masonry Mortars			F.O.B. PRICE	FREIGHT	DEL. PRICE
Spec Mix LR Type "S" Mortar (LA City Approved)	94 lb.	35	$ 7.65	$ 0.65	$ 8.30
Spec Mix LR PLUS Type "S" Mortar	94 lb.	35	$ 8.40	$ 0.65	$ 9.05
Spec Mix LR HAB Type "S" Mortar	94 lb.	35	$ 9.25	$ 0.65	$ 9.90
Spec Mix LR Type "M" Mortar	94 lb.	35	$ 7.95	$ 0.65	$ 8.60
Spec Mix LR PLUS Type "M" Mortar	94 lb.	35	$ 8.75	$ 0.65	$ 9.40

(Please see Terms and Conditions for Pneumatic Silo Fees)

Masonry Mortar Color Premiums

Color:	SACK	BULK BAG
Medium Tan	$ 0.75	$ 24.00
#446 Warm Grey	$ 0.50	$ 16.00
White	$ 2.20	$ 70.00
#201	$ 2.00	$ 63.80
#205	$ 0.75	$ 24.00
#203 / #208	$ 1.05	$ 33.50
#212 / #213	$ 0.50	$ 16.00
#214 / #215	$ 1.05	$ 33.50

Masonry Mortar Color Premiums

Color:	SACK	BULK BAG
#216	$ 0.75	$ 24.00
#218	$ 2.00	$ 63.80
#224 / #225	$ 2.00	$ 63.80
#229 / #238	$ 3.15	$ 100.50
#231	$ 1.05	$ 33.50
#236	$ 2.00	$ 63.80
#249	$ 1.35	$ 43.00
#831	$ 1.75	$ 55.80

#213 94lbs. TYPE "S" MORTAR = $8.30 + .50 = $8.80

$8.80 x 15% (TAX, PALLETS, THEFT) = $10.12

CEMEX

PROJECT QUOTATION

Sales Office: 131 Vultee, Shafter, CA 93263
Dispatch Office: 4120 E. Jurupa St. ,
Suite 220, Ontario, CA 91761

CUSTOMER:	REYES MASONRY CONTRACTORS INC 3173009	**PROJECT:**	AB219 ROSE AVE K-5
Contact:	Kimberly	Address:	220 S. DRISKILL STREET
Phone:	805-525-8134	City,State,Zip:	OXNARD, CA, 93030
Fax:	805-933-2282	Quote ID:	86928 (F93)
Email:	kimg@reyes-reycon.com	Total Qty:	70 CYD (Estimated)

All sales are subject to CEMEX's Standard Terms and Conditions of Sale. CEMEX is not responsible for any costs incurred by the buyer due to delays. Mixes quoted below unless otherwise stated, do not comply to any specific water-cement ratio, minimum sack content, shrinkage, temperature requirement, or the plans and specifications of this project. CEMEX does not commit to a single source of aggregate, cement, supplemental cementitious material or admixtures and reserves the right to change at any time raw materials included in the products listed in this quote. The aggregate and cement-based materials are not guaranteed to be in compliance with the buy American act or any similar requirements. Due to the daily changes in traffic conditions, CEMEX does not guarantee concrete delivery rates.

AB 219 COMPLIANCE: ALL PUBLIC WORKS PROJECTS AND PROJECTS UTILIZING PUBLIC FUNDS WILL REQUIRE A FULLY EXECUTED SUBCONTRACTOR AGREEMENT WITH CEMEX AND A COMPLETED PROJECT INFORMATION SHEET CONTAINING THE DIR PROJECT ID NUMBER PRIOR TO ISSUANCE OF MIX DESIGNS AND CONCRETE DELIVERY.

$300 PER LOAD WILL BE CHARGED FOR ALL PROJECTS REQUIRING AB 219 COMPLIANCE AND RM DRIVER CERTIFIED PREVAILING WAGE PAYROLL.

ORIGINAL QUOTE $190/40 => 12/31/23

Concrete Products

Mix Id	Description	Price	Qty	Comments
1608307	S 2500 3/8" GROUT SLAG	$109.00	70	
	AB219 Compliance Fee (Per Load)	$300.00		

Add-On Products

Daraset 1 % : $6.50/CYD
Daraset 2% : $12.50/CYD
Daraset 3% : $18.50/CYD
DCI-Corrosion Inhibitor : $12.00/U.S. Gallon
Fiber 150 - 1.0 LBS per Yard : $6.00/CYD
Fiber 300 - 1.5 LBS Per Yard : $9.00/CYD
Ice 20Lb Bag : $12.00/Each
Recover 1% : $2.50/CYD
Recover 2% : $5.00/CYD
Recover 3% : $7.50/CYD
Xypex C-500 NF Waterproofer : $8.00/Pound

Price Increase and Quote Expiration

Price quoted are subject to the availability of sufficient resources including, but not limited to, licensed and qualified CDL truck drivers and materials and such prices are subject to change prior to commitment.

Price Increase #1 : Add $5.00/CYD on 06/01/2022
All quoted prices expire on 09/30/2022

Charges and Fees

Returned Concrete Disposal Fee : $300.00/Load
Returned Concrete Disposal Fee - 4 YDS or Less : $150.00/Load
Saturday Charge : $6.00/CYD
Scrape & Go-Subject to Project Location : $10.00/CYD
Short/Min Load; CY<9 (after 2 full loads/mix/day) : $25.00/CYD
Standby Charge : $2.00/Min
Sunday Charge : $10.00/CYD
After Hours Delivery : $6.00/CYD
Energy /Fuel Surcharge : $40.00/Load
Environmental Maint / CARB Fee : $40.00/Load
Plant Opening - Mon-Fri : $1500.00/Each
Plant Opening - Sat : $1500.00/Each
Plant Opening - Sun/Holiday : $2000.00/Each

The above charges and fees as set forth in further detail on the following page allow us to recoup our costs and generate an acceptable return on investment. Sales taxes are not included in the above-listed prices.

Prices quoted are net. Payment is due and payable on or before the 20th day of the month following invoice month. A service charge not to exceed the maximum allowed by law applies on unpaid invoice amounts beginning 1st day of the month following the due date and daily thereafter until paid in full.

This proposal is hereby accepted and the undersigned agrees to purchase all materials subject to the prices, terms, and conditions stated herein.

Prepared and Submitted By:		Acceptance (void if not accepted before 03/16/2022)	
Name:	Darla Allen	Signature	Date
Date:	02/14/2022	Print Name	
Phone:	916.240.1696	Title	
Fax:	661.885.4151		

Sales off: 131 Vultee St, Shafter, CA 93263 | Dispatch: 4120 E. Jurupa St, ste 220, Ontario, CA 9176

GENERAL INFORMATION

Date 8/18/2025 4:40 PM

Account:	REYCON CONSTRUCTION INC	**Account Manager:**	Todd Wilde
Account number:	3139090	E-mail:	todd.wilde@cemex.com
Contact:	Kim Garcia	Phone Number:	704-942-0164
E-mail:	kimg@reyes-reycon.com		
Phone:	805-525-5256	**Customer Service:**	800-801-7625
Project:	AB219 Channel Islands HS Aquatic Center	**Quote Expiration:**	9/17/2025
Project Address:		**Price Valid**	**From** 8/18/2025 **To** 12/31/2025

MATERIAL PRICING

Description	UoM	Price Per Unit	Notes
2500 3/8" VOL GR	YD3	$139.00	2500 psi grout
	Total Volume 300		

NEW
$225 THRU 12/31/26

CLAUSES

Category	Item	Value	UoM	Comments
Pricing Escalation	These prices are subject to an escalation of	x.xx	USD/Cu Yd	ADD $6 1-1-26 AND 7-1-26, ALL PRICING EXPIRES 12/31/2026.
Surcharges and Fees	AB219 Compliance fee	$200.00	USD/Load	It is the customer's responsibility to identify in advance and inform CEMEX in writing that a project will be treated as a "public works" project under California AB219. Customer agrees to indemnify CEMEX for all costs and expenses incurred because of the customer's failure to timely inform CEMEX in writing that a project is a publicly funded project under AB 219. Customers electing to award an AB219 project to CEMEX will be requested to fill out CEMEX's SUBCONTRACT AGREEMENT - AB219 form before any mix designs are sent to the customer.
	After Hours Delivery	$6.00	USD/Cu Yd	
	Energy /Fuel Surcharge	$65.00	USD/Load	Energy /Fuel Surcharge
	Environmental Maint / Carb Fee	$40.00	USD/Load	CARB fee
	Plant Opening - Monday thru Friday	$1,500.00	USD per Each	CEMEX's regular delivery hours are 5:00 am to 3:00 pm Monday - Friday. There is a minimum of 150 yards to open a plant. Call your sales representative for Saturday charges outside of normal business hours and orders less than 150 yards.
	Plant Opening - Saturday	$1,500.00	USD per Each	Deliveries on Saturday are subject to availability and Plant Opening fee. Additionally, Saturday charge delivery premium will apply if delivered between 5:00 am to 3:00 pm. Please contact your salesperson for the delivery premiums or orders outside of these Saturday business hours.
	Plant Opening - Sunday/ Holiday	$2,000.00	USD per Each	Deliveries on Sunday are subject to availability. All day Sunday deliveries will incur this Plant Opening Fee per plant and additionally, the Sunday charge delivery premium will apply.
	Returned Concrete Disposal Fee - more than 4 YDS	$350.00	USD/Load	
	Returned Concrete Disposal Fee - 4 YDS or Less	$175.00	USD/Load	
	Saturday Charge	$6.00	USD/Cu Yd	
	Scrape & Go - Subject to Project Location	$10.00	USD/Cu Yd	Subject to project location
	Short / Min Load; CY<9 (after 2 full loads/mix/day)	$25.00	USD/Cu Yd	Individual loads with less than 9 cubic yards will be assessed the following extra charge based on yardage and calculated in one-quarter cubic yard increments. One clean-up load, per mix design, per day is allowed for orders equaling or exceeding 18 cubic yards of concrete (in 9 yard increments). 1CY=$200; 2CY=$175; 3CY=$150; 4CY=$125; 5CY=$100; 6CY=$75; 7CY=$50; 8CY=$25
	Standby Charge	$2.00	USD/min	Allowable unloading time is 4 mins per Cubic Yard from the time a load arrives to the jobsite, excess time will be charged at the rate of $2.00/min.
	Sunday Charge	$10.00	USD/Cu Yd	
	Order Cancellation fee - regular hours	$9.00	USD/Cu Yd	Orders scheduled during regular delivery hours must be cancelled by 3:00 pm the day prior to shipments to avoid this cancellation fee
	Order Cancellation fee - off hours	$2,500.00	USD per Each	Orders scheduled to open a plant outside of CEMEX regular delivery hours (5:00 am to 3:00 pm during weekdays) must be cancelled a minimum of 24 hours prior to the scheduled delivery time to avoid this fee
	Pump Washout fee Will be charged at the Standby Fee of $2.00 per minute and $150 for the Returned Concrete waste			
	Trial Batch Charge	$1,700.00	USD per Each	This charge will be assessed if additional mixes to the ones quoted need to be developed for this project.
	Engineer's stamp Request for Mix Designs	$100.00	USD per mix	
Additional Products and Services	Accelerator 1 %	$6.50	USD/Cu Yd	
	Accelerator 2 %	$12.50	USD/Cu Yd	
	Accelerator 3%	$18.50	USD/Cu Yd	
	DCI-Corrosion Inhibitor	$18.00	USD/Gallon	
	Fiber 150 - 1.0 LBS per Yard	$6.00	USD/Cu Yd	
	Fiber 300 - 1.5 LBS Per Yard	$9.00	USD/Cu Yd	
	Ice - 20lb Bag - when requested for temperature control	$12.00	USD per Each	Standard bag size of 20 Lbs
	Hydration Stabilizer 1%	$2.50	USD/Cu Yd	
	Hydration Stabilizer 2%	$5.00	USD/Cu Yd	

21-Aug-25 << DATE PRINTED		BRICKLAYERS				*GOOD THRU* 05/01/22	4/30/2023
LOS ANGELES	FOREMAN 5.00	FOREMAN 3.00	SCALE	7 90%	6 80.00%	5 70.00%	4 65.00%
RATE >>>>	50.10	48.10	45.10	44.68	39.92	35.17	32.79
PENSION & ANNUITY 9.48	9.48	9.48	9.48	9.48	9.48	9.83	7.83
H & W 9.25	9.25	9.25	9.25	9.25	9.25	9.25	9.25
APPRENT. 1.16	1.16	1.16	1.16	0.00	0.00	0.00	0.00
INDUSTRY 0	0.00	0.00	0.00	0.85	0.80	0.75	0.70
SUB TOTAL	69.99	67.99	64.99	64.26	59.45	55.00	50.57
W.C. 11.00%	5.51	5.29	4.96	4.91	4.39	3.87	3.61
FICA 7.65%	3.83	3.68	3.45	3.42	3.05	2.69	2.51
DISAB. 1.20%	0.60	0.58	0.54	0.54	0.48	0.42	0.39
UNEMP. 6.20%	3.11	2.98	2.80	2.77	2.48	2.18	2.03
TOTAL COST PER HR. >>>>	83.04	80.52	76.74	75.90	69.85	64.16	59.11
COST PER DAY >>>>	664.33	644.16	613.91	607.19	558.79	513.29	472.89

17-Apr-24 << DATE PRINTED TENDERS GOOD THRU ef 7/1/2022 to 6/30/2023

TENDERS	FOREMAN 3.00	FOREMAN 2.00	SCALE	7	6 TIME/HALF	5 DOUBLE	4 FOREMAN X1.5
RATE >>>>	44.72	43.72	41.72	0.00	62.58	83.44	67.08
PENSION & ANNUITY 9.33	9.33	9.33	9.33	9.33	9.33	9.33	9.33
h & w 8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75
APPRENT. 0.7	0.70	0.70	0.70	0.70	0.70	0.70	0.70
INDUSTRY 0.45	0.45	0.45	0.45	0.45	0.45	0.45	0.45
SUB TOTAL	63.95	62.95	60.95	19.23	81.81	102.67	86.31
W.C. 13.00%	5.81	5.68	5.42	0.00	8.14	10.85	8.72
FICA 7.65%	3.42	3.34	3.19	0.00	4.79	6.38	5.13
DISAB. 1.00%	0.45	0.44	0.42	0.00	0.63	0.83	0.67
UNEMP. 6.20%	2.77	2.71	2.59	0.00	3.88	5.17	4.16
TOTAL COST PER HR. >>>>	76.40	75.13	72.57	19.23	99.24	125.91	104.99
COST PER DAY >>>>	611.24	601.01	580.55	153.84	793.91	1007.26	839.93

03-Apr-25 << DATE PRINTED BRICKLAYERS

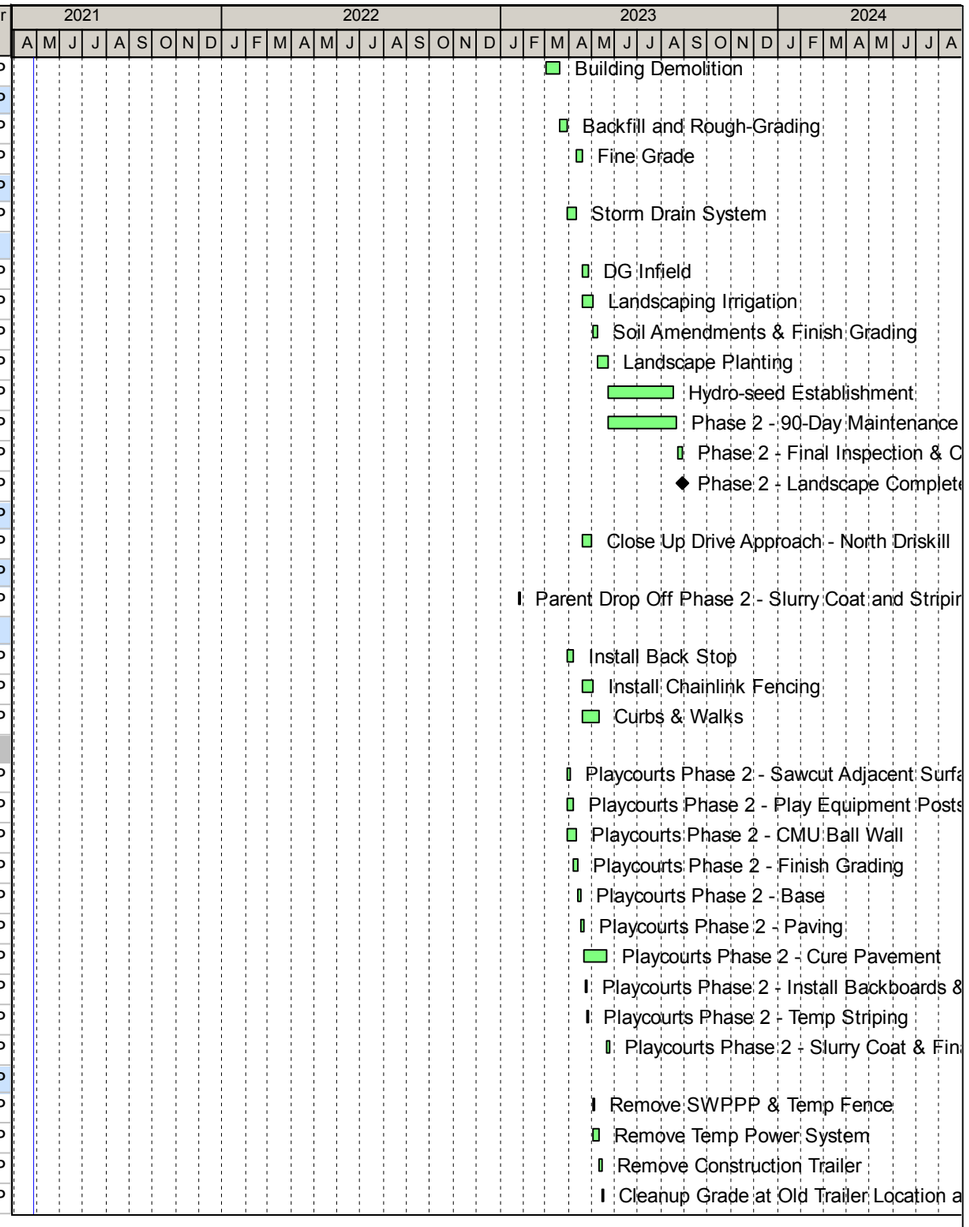
LOS ANGELES	FOREMAN 5.00	FOREMAN 3.00	SCALE	7 90%	6 80.00%	GOOD THRU 05/01/25 5 70.00%	4/30/2026 4 65.00%
RATE >>>>	57.58	55.58	52.58	47.32	42.06	36.81	34.18
PENSION & ANNUITY 9.98	9.98	9.98	9.98	9.98	9.98	9.98	7.83
H & W 9.5	9.50	9.50	9.50	9.50	9.50	9.50	9.50
APPRENT. 1.75	1.75	1.75	1.75	0.00	0.00	0.00	0.00
INDUSTRY 1.05	1.05	1.05	1.05	0.88	0.82	0.77	0.72
SUB TOTAL	79.86	77.86	74.86	67.68	62.36	57.06	52.23
W.C. 14.00%	8.06	7.78	7.36	6.63	5.89	5.15	4.78
FICA 7.65%	4.40	4.25	4.02	3.62	3.22	2.82	2.61
DISAB. 1.20%	0.69	0.67	0.63	0.57	0.50	0.44	0.41
UNEMP. 6.20%	3.57	3.45	3.26	2.93	2.61	2.28	2.12
TOTAL COST PER HR. >>>>	96.59	94.01	90.13	81.43	74.58	67.75	62.16
COST PER DAY >>>>	772.70	752.05	721.08	651.43	596.67	541.99	497.24

5/28/2025 << DATE PRINTED TENDERS

GOOD THRU 2.20 eff 7/1/2025 to 6/30/2026

TENDERS	FOREMAN 3.00	FOREMAN 2.00	SCALE	7	6 TIME/HALF	5 DOUBLE	4 FOREMAN X1.5
RATE >>>>	50.83	49.83	47.83	0.00	71.75	95.66	76.25
PENSION & ANNUITY	9.82	9.82	9.82	9.82	9.82	9.82	9.33
h & w	9.55	9.55	9.55	9.55	9.55	9.55	8.75
APPRENT.	0.80	0.80	0.80	0.80	0.80	0.80	0.70
INDUSTRY	0.45	0.45	0.45	0.45	0.45	0.45	0.45
SUB TOTAL	71.45	70.45	68.45	20.62	92.37	116.28	95.48
W.C. 14.00%	7.12	6.98	6.70	0.00	10.04	13.39	10.67
FICA 7.65%	3.89	3.81	3.66	0.00	5.49	7.32	5.83
DISAB. 1.20%	0.61	0.60	0.57	0.00	0.86	1.15	0.91
UNEMP. 6.20%	3.15	3.09	2.97	0.00	4.45	5.93	4.73
TOTAL COST PER HR. >>>>	86.22	84.93	82.34	20.62	113.21	144.07	117.62
COST PER DAY >>>>	689.73	679.40	658.76	164.96	905.66	1152.55	940.99

Activity ID	Activity Name	Orig Duration	Start	Finish	Calendar
Ph2-D-1010	Building Demolition	12	03-Mar-23	20-Mar-23	5P
Grading		22	21-Mar-23	19-Apr-23	5P
Ph2-G-1000	Backfill and Rough-Grading	8	21-Mar-23	30-Mar-23	5P
Ph2-G-1020	Fine Grade	6	12-Apr-23	19-Apr-23	5P
Storm Drain		8	31-Mar-23	11-Apr-23	5P
Ph2-G-1010	Storm Drain System	8	31-Mar-23	11-Apr-23	5P
Landscaping		91	20-Apr-23	28-Aug-23	
Ph2-L-1030	DG Infield	5	20-Apr-23	26-Apr-23	5P
Ph2-L-1000	Landscaping Irrigation	10	20-Apr-23	03-May-23	5P
Ph2-L-1040	Soil Amendments & Finish Grading	4	04-May-23	09-May-23	5P
Ph2-L-1010	Landscape Planting	10	10-May-23	23-May-23	5P
Ph2-L-1020	Hydro-seed Establishment	60	24-May-23	17-Aug-23	5P
Ph2-L-1050	Phase 2 - 90-Day Maintenance Period	90	24-May-23	21-Aug-23	7P
Ph2-L-1060	Phase 2 - Final Inspection & Corrections	5	22-Aug-23	28-Aug-23	5P
Ph2-L-1070	Phase 2 - Landscape Complete - [FM]	0		28-Aug-23	5P
Offsite Work		8	20-Apr-23	01-May-23	5P
Ph2-OS-1000	Close Up Drive Approach - North Driskill	8	20-Apr-23	01-May-23	5P
Parent Drop Off Phase 2		2	26-Jan-23	27-Jan-23	5P
Ph2-DO-103	Parent Drop Off Phase 2 - Slurry Coat and Striping	2	26-Jan-23	27-Jan-23	5P
Site Work		39	31-Mar-23	24-May-23	
Ph2-A-1020	Install Back Stop	5	31-Mar-23	06-Apr-23	5P
Ph2-A-1030	Install Chainlink Fencing	10	20-Apr-23	03-May-23	5P
Ph2-A-1010	Curbs & Walks	15	20-Apr-23	10-May-23	5P
Exterior Playcourts Phase 2		39	31-Mar-23	24-May-23	
H1680	Playcourts Phase 2 - Sawcut Adjacent Surface	2	31-Mar-23	03-Apr-23	5P
H1690	Playcourts Phase 2 - Play Equipment Posts and Footings	5	31-Mar-23	06-Apr-23	5P
H1670	Playcourts Phase 2 - CMU Ball Wall	7	31-Mar-23	10-Apr-23	5P
H1740	Playcourts Phase 2 - Finish Grading	5	07-Apr-23	13-Apr-23	5P
H1700	Playcourts Phase 2 - Base	2	14-Apr-23	17-Apr-23	5P
H1710	Playcourts Phase 2 - Paving	4	18-Apr-23	21-Apr-23	5P
H1800	Playcourts Phase 2 - Cure Pavement	30	22-Apr-23	21-May-23	7P
H1720	Playcourts Phase 2 - Install Backboards & Equipment	2	24-Apr-23	25-Apr-23	5P
H1730	Playcourts Phase 2 - Temp Striping	1	26-Apr-23	26-Apr-23	5P
H1790	Playcourts Phase 2 - Slurry Coat & Final Striping	3	22-May-23	24-May-23	5P
Phase 2 Demobolization		9	04-May-23	16-May-23	5P
H1750	Remove SWPPP & Temp Fence	1	04-May-23	04-May-23	5P
H1780	Remove Temp Power System	5	04-May-23	10-May-23	5P
H1760	Remove Construction Trailer	3	11-May-23	15-May-23	5P
H1770	Cleanup Grade at Old Trailer Location and Temp Power Poles	1	16-May-23	16-May-23	5P



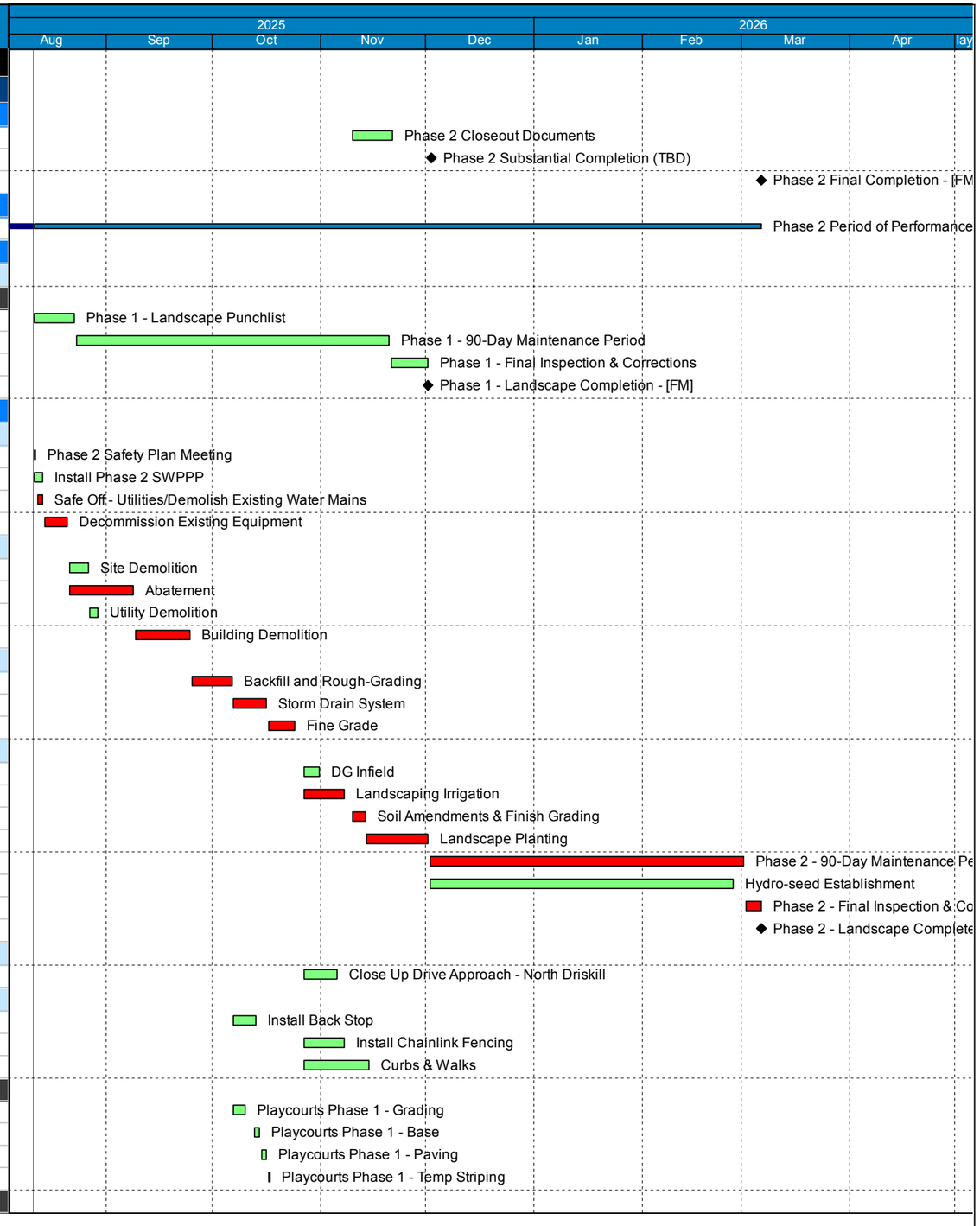
Project ID: RoseK5-1-2-2-1
Start Date: 02-Feb-21
Finish Date: 28-Aug-23

Level of Effort / Summary Bar
Actual Work
Planned Tasks
Milestone

Balfour Beatty

Rose Avenue Elementary School
Bid Schedule (Addenda 6C)
Page: 15 of 15

Activity ID	Activity Name	Cal	Orig Dur	Rem Dur	Start	Finish
Rose Ave ES Reconstruction - July 2025 Update						
CONSTRUCTION						
Construction Milestones						
CM1100	Phase 2 Closeout Documents	5P	10	10	10-Nov-25	21-Nov-25
H1810	Phase 2 Substantial Completion (TBD)	7P	0	0		02-Dec-25
CM1040	Phase 2 Final Completion - [FM] (TBD)	7P	0	0		06-Mar-26
Construction Summary						
CM1130	Phase 2 Period of Performance [LOE]	7P	225	208	18-Jul-25 A	06-Mar-26
Phase 1 - New Construction						
Landscape						
Punchlist & Close-Out						
A1480	Phase 1 - Landscape Punchlist	5P	10	10	11-Aug-25	22-Aug-25
A1530	Phase 1 - 90-Day Maintenance Period	7P	90	90	23-Aug-25	20-Nov-25
A1540	Phase 1 - Final Inspection & Corrections	5P	5	5	21-Nov-25	01-Dec-25
A1550	Phase 1 - Landscape Completion - [FM]	5P	0	0		01-Dec-25
Phase 2 - Existing Campus						
Phase 2 Mobilization						
Ph2-D-1060	Phase 2 Safety Plan Meeting	5P	1	1	11-Aug-25	11-Aug-25
Ph2-D-1050	Install Phase 2 SWPPP	5P	3	3	11-Aug-25	13-Aug-25
Ph2-D-1020	Safe Off - Utilities/Demolish Existing Water Mains	5P	2	2	12-Aug-25	13-Aug-25
Ph2-D-1030	Decommission Existing Equipment	5P	5	5	14-Aug-25	20-Aug-25
Demo						
Ph2-D-1000	Site Demolition	5P	4	4	21-Aug-25	26-Aug-25
Ph2-A-1000	Abatement	5P	12	12	21-Aug-25	08-Sep-25
Ph2-D-1090	Utility Demolition	5P	3	3	27-Aug-25	29-Aug-25
Ph2-D-1010	Building Demolition	5P	12	12	09-Sep-25	24-Sep-25
Grading & Drainage						
Ph2-G-1000	Backfill and Rough-Grading	5P	8	8	25-Sep-25	06-Oct-25
Ph2-G-1010	Storm Drain System	5P	8	8	07-Oct-25	16-Oct-25
Ph2-G-1020	Fine Grade	5P	6	6	17-Oct-25	24-Oct-25
Landscaping						
Ph2-L-1030	DG Infield	5P	5	5	27-Oct-25	31-Oct-25
Ph2-L-1000	Landscaping Irrigation	5P	10	10	27-Oct-25	07-Nov-25
Ph2-L-1040	Soil Amendments & Finish Grading	5P	4	4	10-Nov-25	13-Nov-25
Ph2-L-1010	Landscape Planting	5P	10	10	14-Nov-25	01-Dec-25
Ph2-L-1050	Phase 2 - 90-Day Maintenance Period	7P	90	90	02-Dec-25	01-Mar-26
Ph2-L-1020	Hydro-seed Establishment	5P	60	60	02-Dec-25	26-Feb-26
Ph2-L-1060	Phase 2 - Final Inspection & Corrections	5P	5	5	02-Mar-26	06-Mar-26
Ph2-L-1070	Phase 2 - Landscape Complete - [FM]	5P	0	0		06-Mar-26
Offsite Work						
Ph2-OS-1000	Close Up Drive Approach - North Driskill	5P	8	8	27-Oct-25	05-Nov-25
Site Work						
Ph2-A-1020	Install Back Stop	5P	5	5	07-Oct-25	13-Oct-25
Ph2-A-1030	Install Chainlink Fencing	5P	10	10	27-Oct-25	07-Nov-25
Ph2-A-1010	Curbs & Walks	5P	15	15	27-Oct-25	14-Nov-25
Exterior Playcourts Phase 1						
H1050	Playcourts Phase 1 - Grading	5P	4	4	07-Oct-25	10-Oct-25
H1240	Playcourts Phase 1 - Base	5P	2	2	13-Oct-25	14-Oct-25
H1260	Playcourts Phase 1 - Paving	5P	2	2	15-Oct-25	16-Oct-25
H1380	Playcourts Phase 1 - Temp Striping	5P	1	1	17-Oct-25	17-Oct-25
Exterior Playcourts Phase 2						



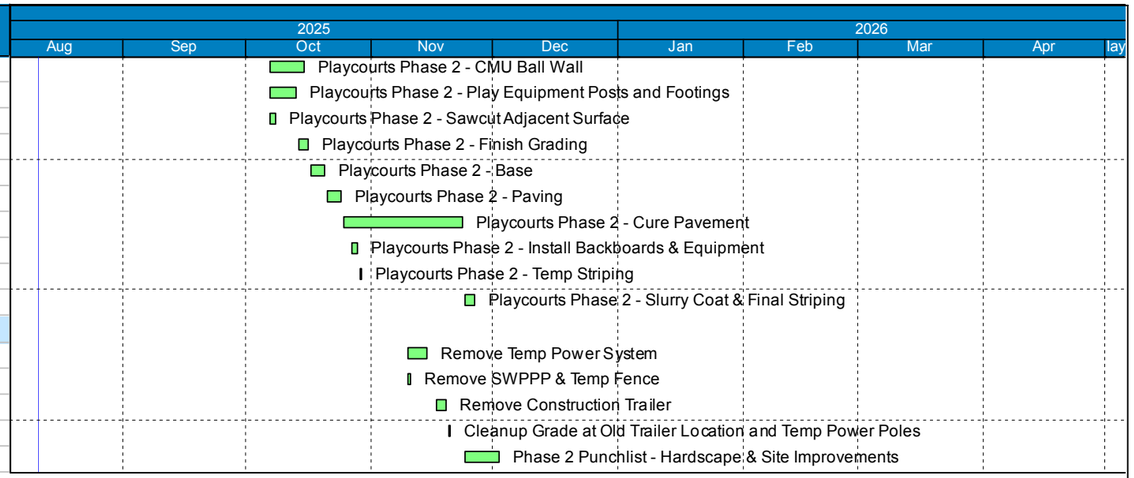
Project ID: RoseK5-2507
Start Date: 02-Feb-21
Finish Date: 06-Mar-26
Data Date: 11-Aug-25
Print Date: 19-Aug-25 13:55

Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone

Rose Ave ES Reconstruction - July 2025 Update

Balfour Beatty

Activity ID	Activity Name	Cal	Orig Dur	Rem Dur	Start	Finish
H1670	Playcourts Phase 2 - CMU Ball Wall	5P	7	7	07-Oct-25	15-Oct-25
H1690	Playcourts Phase 2 - Play Equipment Posts and Footings	5P	5	5	07-Oct-25	13-Oct-25
H1680	Playcourts Phase 2 - Sawcut Adjacent Surface	5P	2	2	07-Oct-25	08-Oct-25
H1740	Playcourts Phase 2 - Finish Grading	5P	3	3	14-Oct-25	16-Oct-25
H1700	Playcourts Phase 2 - Base	5P	2	2	17-Oct-25	20-Oct-25
H1710	Playcourts Phase 2 - Paving	5P	4	4	21-Oct-25	24-Oct-25
H1800	Playcourts Phase 2 - Cure Pavement	7P	30	30	25-Oct-25	23-Nov-25
H1720	Playcourts Phase 2 - Install Backboards & Equipment	5P	2	2	27-Oct-25	28-Oct-25
H1730	Playcourts Phase 2 - Temp Striping	5P	1	1	29-Oct-25	29-Oct-25
H1790	Playcourts Phase 2 - Slurry Coat & Final Striping	5P	3	3	24-Nov-25	26-Nov-25
Phase 2 Demobolization						
H1780	Remove Temp Power System	5P	5	5	10-Nov-25	14-Nov-25
H1750	Remove SWPPP & Temp Fence	5P	1	1	10-Nov-25	10-Nov-25
H1760	Remove Construction Trailer	5P	3	3	17-Nov-25	19-Nov-25
H1770	Cleanup Grade at Old Trailer Location and Temp Power Poles	5P	1	1	20-Nov-25	20-Nov-25
H1820	Phase 2 Punchlist - Hardscape & Site Improvements	5P	5	5	24-Nov-25	02-Dec-25



	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

Change Order Request #: 433

Date: 8-25-2025

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

The Contract is changed as follows:

Reference Cost Event 365 – CDR 433 – Exterior Play Equipment Cost Increase This change order covers the increased material and labor costs associated with the exterior play equipment.	$ 14,256.00

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

☑ The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2025-08-25	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	8-25-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

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

Description of Work:

Reference Cost Event 365 – CDR 433 – Exterior Play Equipment Cost Increase

This change order covers the increased material and labor costs associated with the exterior play equipment.

A.	**Subcontractor's Cost**			
	Inland Builders	$	13,164.13	
			Subtotal A:	**$ 13,164.13**
B.	**General Contractor's Cost**			
	Material (See attached supporting documentation.)	$	-	
	Taxes at 9.5% of Material	$	-	
	Labor (includes Fringe Benefits)	$	-	
	Payroll Taxes and Insurances at 9.5% of Labor		included above	
	Construction Equipment (see attached supporting documentation)	$	-	
			Subtotal B:	**$ -**
C.	**General Contractor's Overhead and Profit***	* N/A for Contingency Draw Requests		
	Overhead & Profit 5% of Subtotal A	$	658.21	
	Overhead & Profit 10% of Subtotal C	$	-	
			Subtotal C:	**$ 658.21**
D.	**Bond at 1%**		**Subtotal D:**	**$ 142.56**
E.	**Builders Risk Insurance at 1%**		**Subtotal E:**	**$ 142.56**
F.	**General Liability at 1.04%**		**Subtotal F:**	**$ 148.26**
	Grand Total = (A + B + C + D + E + F)			**$ 14,256.00**

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

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2025-08-25

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

Inland Building Construction Companies, Inc.

Job Information:
Rose Ave ES BP 29 - Ext Play & Gym - 21-043
220 S Driskill St
Oxnard, CA 93030
Client: Oxnard School District

Proposed Change Order

PCO Number: 004
PCO Date: Aug 21, 2025
PCO Valid for 30 Days

Attention: Balfour Beatty Construction

From: Cliff Rodrick, cliff@ibccinc.com

Description of Work
COR #004R2 - CE #141 - Schedule Extension Exterior play equipment material and labor cost associated with schedule extension distributed 8/20/25.

Self-Perform Work

Description	Cost	Markup %	Markup	Price
Labor Escalations	$4,750.00	10.00%	$	$4,750.00
Material Escalations	$6,976.52	10.00%	$	$6,976.52
Bond / Insurance	$264.96	%	$	$264.96

Subcontract Work

Vendor	Cost	Markup %	Markup	Price

Summary	
Total Cost	$11,991.48
Total Markup	$1,172.65
Subtotal	$13,164.13
Additional Days	0.00

323 South Sierra Way
San Bernardino, CA 92408
909-884-6276
www.ibccinc.com

IBCC
Inland Building Construction Companies, Inc.

Change Request Cost Breakdown

Details	Qty.	Unit	Rate	Total	Notes
Labor					
Labor Rate (Effective 7/1/22 -7/1/23)	-380	Hrs	$89.15	-$33877.00	
Labor Rate (Effective 7/1/25 -7/1/26)	380	Hrs	$101.65	$38627.00	
	Qty.	**Unit**	**Rate**	**Total**	**Notes**
Materials					
Hanson Associates	-1	LS	$35925.48	-$35925.48	Estimate 2004-1760R1
Hanson Associates	1	LS	$42122.00	$42122.00	Estimate 2004-1760R5
Concrete (Through 9/30/23)	-20	Cy	$176.90	-$3538.00	
Concrete (Through 12/30/25)	20	Cy	$215.90	$4318.00	
	Qty.	**Unit**	**Rate**	**Total**	**Notes**
Equipment					
	Qty.	**Unit**	**Rate**	**Total**	**Notes**
Rental Equipment					

Sub Total Labor	$4750.00
Sub Total Material	$6976.52
Sub Total Equipment	$0.00

Southwest Regional Council of Carpenters
Office of the Contract Administrator

Pete Rodriguez
Executive Secretary-Treasurer/CEO

Stephen Araiza
Director of Contract Administration

533 South Fremont Avenue, 10th Floor
Los Angeles, California 90071-1706
Telephone: 213-385-1457
contracts@swcarpenters.org

July 1, 2022

TO: All Contractors Signed to The Southern California Carpenters Master Labor Agreement

RE: 2022 Allocation

Dear Contractor Partners:

I am writing to advise you that the July 1, 2022 increase of **$3.00** for the **12 Southern California Counties—including San Diego (Building *ONLY*)** under the Southwest Carpenters Master Labor Agreement will be allocated as follows:

Wages	$2.80
Supp Dues	$0.15
Apprenticeship	$0.05

I am writing to advise you that the July 1, 2022 increase of **$3.20** for **San Diego (Engineering *ONLY*)** under the San Diego Engineering Master Labor Agreement will be allocated as follows:

Wages	$3.00
Supp Dues	$0.15
Apprenticeship	$0.05

If you have any questions regarding whether or not this increase applies to your agreement, please call the Southwest Regional Council office at 213/385-1457.

Sincerely,

SOUTHWEST REGIONAL COUNCIL OF CARPENTERS

Stephen Araiza

STEPHEN A. ARAIZA
Director of Contract Administration

cc: Associations
Carpenters Trust

JOURNEYMAN & APPRENTICE RATES (EFFECTIVE JULY 1, 2022)
TWELVE COUNTIES OF SOUTHERN CALIFORNIA

Rates Effective: July 01, 2022 - June 30, 2023

	Full Package:	
Taxable	Vacation	5.00
	Supp Dues	2.31
	Taxable Subtotal	7.31
Other Benefits	Pension	5.66
	Annuity	2.00
	Health & Welfare	8.00
	Apprenticeship	0.67
	CCCC	0.26
	Partnership for Jobs	0.05
	Ind. Adv. Fund	0.08
	Contract Admin.	0.02 *
	Grievance	0.03 *
	Other Subtotal	16.77
	Total Paid to Trust	**24.08**

*** AGC, BIA, SCCA, MEA, ECA, & UCON Members do not pay into the Grievance Trust Fund, and instead pay $0.07 into the Contract Administration Fund, resulting in an additional $0.02 to the total package.**

Contribution Notes:

- Millwrights pay an additional $0.20 for Labor Management Committee and Drug Testing, which will be added to the Apprenticeship contribution.
- Acoustical work also pays $0.23 to the Acoustical Industry Fund.
- Insulation only pays $0.10 apprenticeship on non-prevailing wage projects.

FOR OFFICE USE

Rate Class:
CA12-ComCarp
CA12-MW
CA12-PiledriverBridgeCarp

Preferences:
Certified Welders

PP025

Trust Fund Contact:
Employer Services, (213) 386-8590 ext. 116
EmployerServices@carpenterssw.org

Union Contact:
Contract Administration, (213) 385-1457
Contracts@swcarpenters.org

Negotiated Increases:	
July 1, 2023	**$3.25** to be allocated by the Union.
July 1, 2024	**$3.25** to be allocated by the Union.
July 1, 2025	**$3.50** to be allocated by the Union.

CARPENTER

Classification: CARPENTER	Hours	%	Wages	Vacation	Supp Dues	TOTAL TAXABLE WAGES	Pension indentured before 7/1/18	Pension indentured after 7/1/18	Annuity	Health & Welfare indentured before 7/1/18	Health & Welfare indentured after 7/1/18	Apprentice-ship	CCCC	Partner-ship for Jobs	Industry Advance-ment Fund	Contract Admin.	Grievance	TOTAL PACKAGE (before 7/1/18)	TOTAL PACKAGE (after 7/1/18)
Craft Assistant	-	-	19.50	4.00	3.31	**$26.81**	-		-	8.00	4.00	-	-	-	-	-	-	**$34.81**	**$30.81**
Pre-Apprentice	600	-	19.50	5.00	3.31	**$27.81**	-		-	8.00	4.00	0.67	0.26	0.05	0.08	0.02	0.03	**$36.92**	**$32.92**
1st Period	1000	-	19.50	5.00	3.31	**$27.81**	-		-	8.00	4.00	0.67	0.26	0.05	0.08	0.02	0.03	**$36.92**	**$32.92**
2nd Period	600	50%	23.62	5.00	3.31	**$31.93**	-		-	8.00	4.00	0.67	0.26	0.05	0.08	0.02	0.03	**$41.04**	**$37.04**
3rd Period	600	60%	28.34	5.00	3.31	**$36.65**	-		1.00	8.00		0.67	0.26	0.05	0.08	0.02	0.03	**$46.76**	
4th Period	600	65%	30.71	5.00	2.31	**$38.02**	5.66	1.75	2.00	8.00		0.67	0.26	0.05	0.08	0.02	0.03	**$54.79**	**$50.88**
5th Period	600	70%	33.07	5.00	2.31	**$40.38**	5.66	2.75	2.00	8.00		0.67	0.26	0.05	0.08	0.02	0.03	**$57.15**	**$54.24**
6th Period	600	75%	35.43	5.00	2.31	**$42.74**	5.66	2.75	2.00	8.00		0.67	0.26	0.05	0.08	0.02	0.03	**$59.51**	**$56.60**
7th Period	600	80%	37.79	5.00	2.31	**$45.10**	5.66	3.75	2.00	8.00		0.67	0.26	0.05	0.08	0.02	0.03	**$61.87**	**$59.96**
8th Period	600	90%	42.52	5.00	2.31	**$49.83**	5.66	3.75	2.00	8.00		0.67	0.26	0.05	0.08	0.02	0.03	**$66.60**	**$64.69**
Journeyman			**47.24**	**5.00**	**2.31**	**$54.55**	**5.66**		**2.00**	**8.00**		**0.67**	**0.26**	**0.05**	**0.08**	**0.02**	**0.03**	**$71.32**	
Foreman			50.24	5.00	2.31	**$57.55**	5.66		2.00	8.00		0.67	0.26	0.05	0.08	0.02	0.03	**$74.32**	
Welding Work			+1.00																
Layout Lead			+3.00																

MILLWRIGHT

Classification: MILLWRIGHT	Hours	%	Wages	Vacation	Supp Dues	TOTAL TAXABLE WAGES	Pension	Annuity	Health & Welfare	Apprentice-ship	CCCC	Partner-ship for Jobs	Industry Advance-ment Fund	Contract Admin.	Grievance	TOTAL PACKAGE
Pre-Apprentice	500	-	19.50	5.00	3.31	**$27.81**	-	-	8.00	0.87	0.26	0.05	0.08	0.02	0.03	**$37.12**
1st Period	650	-	19.50	5.00	3.31	**$27.81**	-	-	8.00	0.87	0.26	0.05	0.08	0.02	0.03	**$37.12**
2nd Period	650	55%	26.26	5.00	3.31	**$34.57**	-	-	8.00	0.87	0.26	0.05	0.08	0.02	0.03	**$43.88**
3rd Period	650	60%	28.64	5.00	3.31	**$36.95**	-	1.00	8.00	0.87	0.26	0.05	0.08	0.02	0.03	**$47.26**
4th Period	650	65%	31.03	5.00	2.31	**$38.34**	5.66	2.00	8.00	0.87	0.26	0.05	0.08	0.02	0.03	**$55.31**
5th Period	650	70%	33.42	5.00	2.31	**$40.73**	5.66	2.00	8.00	0.87	0.26	0.05	0.08	0.02	0.03	**$57.70**
6th Period	650	75%	35.81	5.00	2.31	**$43.12**	5.66	2.00	8.00	0.87	0.26	0.05	0.08	0.02	0.03	**$60.09**
7th Period	650	80%	38.19	5.00	2.31	**$45.50**	5.66	2.00	8.00	0.87	0.26	0.05	0.08	0.02	0.03	**$62.47**
8th Period	650	85%	40.58	5.00	2.31	**$47.89**	5.66	2.00	8.00	0.87	0.26	0.05	0.08	0.02	0.03	**$64.86**
9th Period	650	90%	42.97	5.00	2.31	**$50.28**	5.66	2.00	8.00	0.87	0.26	0.05	0.08	0.02	0.03	**$67.25**
10th Period	650	95%	45.35	5.00	2.31	**$52.66**	5.66	2.00	8.00	0.87	0.26	0.05	0.08	0.02	0.03	**$69.63**
Journeyman			**47.74**	**5.00**	**2.31**	**$55.05**	**5.66**	**2.00**	**8.00**	**0.87**	**0.26**	**0.05**	**0.08**	**0.02**	**0.03**	**$72.02**
Foreman			50.74	5.00	2.31	**$58.05**	5.66	2.00	8.00	0.87	0.26	0.05	0.08	0.02	0.03	**$75.02**
General Foreman			53.74	5.00	2.31	**$61.05**	5.66	2.00	8.00	0.87	0.26	0.05	0.08	0.02	0.03	**$78.02**
Welding Work			+1.00													
Layout Lead			+3.00													

PILEDRIVER / BRIDGE CARPENTER

Classification: PILEDRIVER / BRIDGE CARPENTER	Hours	%	Wages	Vacation	Supp Dues	TOTAL TAXABLE WAGES	Pension indentured before 7/1/18	Pension indentured after 7/1/18	Annuity	Health & Welfare indentured before 7/1/18	Health & Welfare indentured after 7/1/18	Apprentice-ship	CCCC	Partner-ship for Jobs	Industry Advance-ment Fund	Contract Admin.	Grievance	TOTAL PACKAGE (before 7/1/18)	TOTAL PACKAGE (after 7/1/18)
1st Period	1000	-	19.50	5.00	3.31	**$27.81**	-		-	8.00	4.00	0.67	0.26	0.05	0.08	0.02	0.03	**$36.92**	**$32.92**
2nd Period	600	50%	23.69	5.00	3.31	**$32.00**	-		-	8.00	4.00	0.67	0.26	0.05	0.08	0.02	0.03	**$41.11**	**$37.11**
3rd Period	600	60%	28.42	5.00	3.31	**$36.73**	-		1.00	8.00		0.67	0.26	0.05	0.08	0.02	0.03	**$46.84**	
4th Period	600	65%	30.79	5.00	2.31	**$38.10**	5.66	1.75	2.00	8.00		0.67	0.26	0.05	0.08	0.02	0.03	**$54.87**	**$50.96**
5th Period	600	70%	33.16	5.00	2.31	**$40.47**	5.66	2.75	2.00	8.00		0.67	0.26	0.05	0.08	0.02	0.03	**$57.24**	**$54.33**
6th Period	600	75%	35.53	5.00	2.31	**$42.84**	5.66	2.75	2.00	8.00		0.67	0.26	0.05	0.08	0.02	0.03	**$59.61**	**$56.70**
7th Period	600	80%	37.90	5.00	2.31	**$45.21**	5.66	3.75	2.00	8.00		0.67	0.26	0.05	0.08	0.02	0.03	**$61.98**	**$60.07**
8th Period	600	90%	42.63	5.00	2.31	**$49.94**	5.66	3.75	2.00	8.00		0.67	0.26	0.05	0.08	0.02	0.03	**$66.71**	**$64.80**
Journeyman			**47.37**	**5.00**	**2.31**	**$54.68**	**5.66**		**2.00**	**8.00**		**0.67**	**0.26**	**0.05**	**0.08**	**0.02**	**0.03**	**$71.45**	
Foreman			50.37	5.00	2.31	**$57.68**	5.66		2.00	8.00		0.67	0.26	0.05	0.08	0.02	0.03	**$74.45**	
Welding Work			+1.00																
Layout Lead			+3.00																

- Pre-Apprentices may not work on Prevailing Wage jobs.
- Craft Assistants can be used on Private Work only. (Craft Assistants may perform any non Craft Work, including general clean up, cleaning of forms and other non Craft Work in support of Journeyman and Apprentice Carpenters.)
- Health & Welfare contributions for Craft Assistants and Pre-Apprentices are based off of Hire Date rather than Indenture Date.
- This wage sheet is informational only, it is the employer's responsibility to maintain compliance with any Local, State, or Federal wage or tax laws, regulations, or ordinances.
  Including the MINIMUM WAGE.
- Taxable benefits should be taxed, withheld, and submitted to the Trust according to the rules established by State/Federal tax authorities.
- In the event of any discrepancy between a wage sheet, a dispatch, and/or a trust reporting form please contact the Contract Administration contact listed above immediately.
- Orange highlighted areas represent the decreased benefit rates established for certain classifications/apprentices inducted or hired after 7/1/2018.

SAN DIEGO BUILDING JOURNEYMAN & APPRENTICE RATES (EFFECTIVE JULY 1, 2022)

SAN DIEGO COUNTY ONLY

Rates Effective: July 01, 2022 - June 30, 2023

	Full Package:	
Taxable Benefits	Vacation	5.00
	Supp Dues	2.31
	Taxable Subtotal	7.31
Other Benefits	Pension	5.66
	Annuity	2.00
	Health & Welfare	8.00
	Apprenticeship	0.67
	CCCC	0.05
	Partnership for Jobs	0.05
	Grievance	0.03 *
	Other Subtotal	16.46
	Total Paid to Trust	**23.77**

*** AGC San Diego members do not contribute to the Grievance Fund.**

FOR OFFICE USE

Rate Class:
CASD-ComBuilding
CASD-ResLtCarp

Preferences:
Certified Welders

PP025

Trust Fund Contact:
Employer Services, (213) 386-8590 ext. 116
EmployerServices@carpenterssw.org

Union Contact:
Contract Administration, (213) 385-1457
Contracts@swcarpenters.org

Negotiated Increases:	
July 1, 2023	**$3.25** to be allocated by the Union.
July 1, 2024	**$4.25** to be allocated by the Union.
July 1, 2025	**$5.50** to be allocated by the Union.

COMMERCIAL

Classification: COMMERCIAL	Hours	%	Wages	Vacation	Supp Dues	TOTAL TAXABLE WAGES	Pension indentured before 7/1/18	Pension indentured after 7/1/18	Annuity	Health & Welfare indentured before 7/1/18	Health & Welfare indentured after 7/1/18	Apprentice-ship	CCCC	Partner-ship for Jobs	Grievance	TOTAL PACKAGE (before 7/1/18)	TOTAL PACKAGE (after 7/1/18)
1st Period	1000	-	19.50	5.00	3.31	**$27.81**	-		-	8.00	4.00	0.67	0.05	0.05	0.03	**$36.61**	**$32.61**
2nd Period	600	50%	20.97	5.00	3.31	**$29.28**	-		-	8.00	4.00	0.67	0.05	0.05	0.03	**$38.08**	**$34.08**
3rd Period	600	60%	25.16	5.00	3.31	**$33.47**	-		1.00	8.00		0.67	0.05	0.05	0.03	**$43.27**	
4th Period	600	65%	27.26	5.00	2.31	**$34.57**	5.66	1.75	2.00	8.00		0.67	0.05	0.05	0.03	**$51.03**	**$47.12**
5th Period	600	70%	29.36	5.00	2.31	**$36.67**	5.66	2.75	2.00	8.00		0.67	0.05	0.05	0.03	**$53.13**	**$50.22**
6th Period	600	75%	31.46	5.00	2.31	**$38.77**	5.66	2.75	2.00	8.00		0.67	0.05	0.05	0.03	**$55.23**	**$52.32**
7th Period	600	80%	33.55	5.00	2.31	**$40.86**	5.66	3.75	2.00	8.00		0.67	0.05	0.05	0.03	**$57.32**	**$55.41**
8th Period	600	90%	37.75	5.00	2.31	**$45.06**	5.66	3.75	2.00	8.00		0.67	0.05	0.05	0.03	**$61.52**	**$59.61**
Journeyman			**41.94**	**5.00**	**2.31**	**$49.25**	**5.66**		**2.00**	**8.00**		**0.67**	**0.05**	**0.05**	**0.03**	**$65.71**	
Foreman			44.94	5.00	2.31	**$52.25**	5.66		2.00	8.00		0.67	0.05	0.05	0.03	**$68.71**	
Welding Work			+1.00														
Layout Lead			+3.00														

RESIDENTIAL / LIGHT COMMERCIAL

Classification: RESIDENTIAL / LIGHT COMMERCIAL	Hours	%	Wages	Vacation	Supp Dues	TOTAL TAXABLE WAGES	Pension indentured before 7/1/18	Pension indentured after 7/1/18	Annuity	Health & Welfare indentured before 7/1/18	Health & Welfare indentured after 7/1/18	Apprentice-ship	CCCC	Partner-ship for Jobs	Grievance	TOTAL PACKAGE (before 7/1/18)	TOTAL PACKAGE (after 7/1/18)
1st Period	1000	-	19.50	5.00	3.31	**$27.81**	-		-	8.00	4.00	0.67	0.05	0.05	0.03	**$36.61**	**$32.61**
2nd Period	600	-	19.50	5.00	3.31	**$27.81**	-		-	8.00	4.00	0.67	0.05	0.05	0.03	**$36.61**	**$32.61**
3rd Period	600	60%	20.13	5.00	3.31	**$28.44**	-		1.00	8.00		0.67	0.05	0.05	0.03	**$38.24**	
4th Period	600	65%	21.81	5.00	2.31	**$29.12**	5.66	1.75	2.00	8.00		0.67	0.05	0.05	0.03	**$45.58**	**$41.67**
5th Period	600	70%	23.49	5.00	2.31	**$30.80**	5.66	2.75	2.00	8.00		0.67	0.05	0.05	0.03	**$47.26**	**$44.35**
6th Period	600	75%	25.16	5.00	2.31	**$32.47**	5.66	2.75	2.00	8.00		0.67	0.05	0.05	0.03	**$48.93**	**$46.02**
7th Period	600	80%	26.84	5.00	2.31	**$34.15**	5.66	3.75	2.00	8.00		0.67	0.05	0.05	0.03	**$50.61**	**$48.70**
8th Period	600	90%	30.20	5.00	2.31	**$37.51**	5.66	3.75	2.00	8.00		0.67	0.05	0.05	0.03	**$53.97**	**$52.06**
Journeyman			**33.55**	**5.00**	**2.31**	**$40.86**	**5.66**		**2.00**	**8.00**		**0.67**	**0.05**	**0.05**	**0.03**	**$57.32**	
Foreman			36.55	5.00	2.31	**$43.86**	5.66		2.00	8.00		0.67	0.05	0.05	0.03	**$60.32**	
Welding Work			+1.00														
Layout Lead			+3.00														

- This wage sheet is informational only, it is the employer's responsibility to maintain compliance with any Local, State, or Federal wage or tax laws, regulations, or ordinances.
  Including the MINIMUM WAGE.
- Taxable benefits should be taxed, withheld, and submitted to the Trust according to the rules established by State/Federal tax authorities.
- In the event of any discrepancy between a wage sheet, a dispatch, and/or a trust reporting form please contact the Contract Administration contact listed above immediately.
- Orange highlighted areas represent the decreased benefit rates established for certain classifications/apprentices inducted or hired after 7/1/2018.

Change Order Labor Rate

Inland Building Construction Companies, Inc.

Trade : Carpenter Journeyman
Effective Date: 7-1-22

	STRAIGHT TIME	OVERTIME	DOUBLE TIME
BASE HOURLY RATE	$47.24	$70.86	$94.48
VACATION / HOLIDAY	$7.31	$7.31	$7.31
Taxable rate (base rate + Vacation)	*$54.55*	*$78.17*	*$101.79*
HEALTH AND WELFARE	$8.00	$8.00	$8.00
PENSION	$5.66	$5.66	$5.66
APPRENTICESHIP TRAINING	$0.67	$0.67	$0.67
GREIVANCE	$0.44	$0.44	$0.44
ANNUITY	$2.00	$2.00	$2.00
Hourly rate on check	*$71.32*	*$94.94*	*$118.56*
SOCIAL SECURITY/ MEDICARE	$4.17	$5.98	$7.79
FUTA (FEDERAL UNEMPLOYMENT)	$0.44	$0.63	$0.81
SUI (STATE UNEMPLOYMENT)	$3.38	$4.85	$6.31
WORKERS COMP	$3.61	$5.17	$6.73
Safety	$6.23	$7.12	$8.00
Burden total	*$17.83*	*$23.74*	*$29.64*
TOTAL DIRECT COSTS	$89.15	$118.68	$148.20

59 Spokane, WA
82 Great Falls, MT
96 NW Millwrights
196 Pile Drivers, WA
206 Seattle, WA
213 Los Angeles, CA
323 So. Los Angeles, CA
360 So. Puget Sound, WA
425 No. Puget Sound, WA
503 Portland, OR
541 Eugene, OR
555 Colorado
562 Long Beach, CA
619 San Diego, CA
635 Boise, ID
661 Sylmar, CA
714 Buena Park, CA
721 Whittier, CA
743 Bakersfield, CA
801 Utah
805 Camarillo, CA
808 Idaho Falls, ID
909 Ontario, CA
951 Riverside, CA
971 Reno, NV
1136 Kettle Falls, WA
1243 Fairbanks, AK
1281 Anchorage, AK
1319 New Mexico
1607 Millwrights
1912 Arizona
1977 Las Vegas, NV
2520 Pile Drivers & Divers, AK
2761 McCleary, WA
2851 La Grande, OR
2949 Roseburg, OR

June 19, 2025

RE: July 1, 2025 Allocation – United General Contractors – Master Labor Agreement

Dear Contractor:

Pursuant to the 2022-2026 United General Contractors – Master Labor Agreement, this will notify you that there will be a $3.50 increase effective July 1, 2025. The increase has been allocated as follows:

$1.95 Base Wage
$0.25 Pension
$0.50 Annuity
$0.75 Health & Welfare $0.25 / HRA $0.50
$0.05 Apprenticeship

In lieu of the supplemental dues increase, the money was used in the above allocation. For your convenience, enclosed please find the wage rates effective July 1, 2025, for all covered classifications. If your payroll department would like a copy emailed, please contact Contract Admin at contracts@wscarpenters.org.

Sincerely,

Josh Raper

Josh Raper
Interim Director of Contract Administration

Western States Regional Council of Carpenters
2022-2026 UGC Master Labor Agreement
Carpenter - 11 Counties

Rates Effective: July 1, 2025 - June 30, 2026

Full Package Benefits:

Vacation	5.00 *
Supplemental Dues	2.46 *
Pension A	6.41
Pension B (Annuity)	4.50
Health & Welfare	9.50
Apprenticeship	0.77
Carpenters/Contractors Coop Comm	0.26
Partnership for Jobs	0.05
Ind. Adv Fund	0.08
Contract Admin	0.02
Grievance & Arbitration	0.03
TOTAL FRINGE BENEFITS	**$29.08**

Union Contact
Contract Administration (213) 385-1457
contracts@wscarpenters.org

Trust Fund Benefit Remittances:
Employer Services, (213) 386-8590
employerservices@carpenterssw.org

Southern California Holidays:
New Year's Day
Memorial Day
4th of July
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

CARPENTER			Base Pay	Vacation	Supp Dues	Total Taxable Amount	Pension A	Pension B (Annuity)	Health & Welfare	Appren	C/CCC	Partnership for Jobs	Ind Adv Fund	Contract Admin	Grievance	TOTAL PACKAGE
Foreman			55.24	5.00	2.46	62.70	6.41	4.50	9.50	0.77	0.26	0.05	0.08	0.02	0.03	**$84.32**
Journeyman			**52.24**	**5.00**	**2.46**	**59.70**	**6.41**	**4.50**	**9.50**	**0.77**	**0.26**	**0.05**	**0.08**	**0.02**	**0.03**	**$81.32**
8th Period	600 hrs	90% Apprentice	47.02	5.00	2.46	54.48	4.50	4.50	9.50	0.77	0.26	0.05	0.08	0.02	0.03	**$74.19**
7th Period	600 hrs	80% Apprentice	41.79	5.00	2.46	49.25	4.50	4.50	9.50	0.77	0.26	0.05	0.08	0.02	0.03	**$68.96**
6th Period	600 hrs	75% Apprentice	39.18	5.00	2.46	46.64	3.50	4.50	9.50	0.77	0.26	0.05	0.08	0.02	0.03	**$65.35**
5th Period	600 hrs	70% Apprentice	36.57	5.00	2.46	44.03	3.50	4.50	9.50	0.77	0.26	0.05	0.08	0.02	0.03	**$62.74**
4th Period	600 hrs	65% Apprentice	33.96	5.00	2.46	41.42	2.50	4.50	9.50	0.77	0.26	0.05	0.08	0.02	0.03	**$59.13**
3rd Period	600 hrs	60% Apprentice	31.34	5.00	3.46	39.80	-	3.50	9.50	0.77	0.26	0.05	0.08	0.02	0.03	**$54.01**
2nd Period	600 hrs	50% Apprentice	26.12	5.00	3.46	34.58	-	2.50	5.50	0.77	0.26	0.05	0.08	0.02	0.03	**$43.79**
1st Period	1000 hrs	40% Apprentice	21.45	5.00	3.46	29.91	-	2.50	5.50	0.77	0.26	0.05	0.08	0.02	0.03	**$39.12**
Pre-apprentice	500 hrs	35% Apprentice	21.45	5.00	3.46	29.91	-	-	5.50	0.77	0.26	0.05	0.08	0.02	0.03	**$36.62**
Craft Assistant	-	-	21.45	4.00	3.46	28.91	-	-	5.50		-	-		-	-	**$34.41**
Layout Lead			+3.00													

CARPENTER WELDER			Base Pay	Vacation	Supp Dues	Total Taxable Amount	Pension A	Pension B (Annuity)	Health & Welfare	Appren	C/CCC	Partnership for Jobs	Ind Adv Fund	Contract Admin	Grievance	TOTAL PACKAGE
Foreman			56.24	5.00	2.46	63.70	6.41	4.50	9.50	0.77	0.26	0.05	0.08	0.02	0.03	**$85.32**
Journeyman			**53.24**	**5.00**	**2.46**	**60.70**	**6.41**	**4.50**	**9.50**	**0.77**	**0.26**	**0.05**	**0.08**	**0.02**	**0.03**	**$82.32**
8th Period	600 hrs	90% Apprentice	48.02	5.00	2.46	55.48	4.50	4.50	9.50	0.77	0.26	0.05	0.08	0.02	0.03	**$75.19**
7th Period	600 hrs	80% Apprentice	42.79	5.00	2.46	50.25	4.50	4.50	9.50	0.77	0.26	0.05	0.08	0.02	0.03	**$69.96**
6th Period	600 hrs	75% Apprentice	40.18	5.00	2.46	47.64	3.50	4.50	9.50	0.77	0.26	0.05	0.08	0.02	0.03	**$66.35**
5th Period	600 hrs	70% Apprentice	37.57	5.00	2.46	45.03	3.50	4.50	9.50	0.77	0.26	0.05	0.08	0.02	0.03	**$63.74**
4th Period	600 hrs	65% Apprentice	34.96	5.00	2.46	42.42	2.50	4.50	9.50	0.77	0.26	0.05	0.08	0.02	0.03	**$60.13**
3rd Period	600 hrs	60% Apprentice	32.34	5.00	3.46	40.80	-	3.50	9.50	0.77	0.26	0.05	0.08	0.02	0.03	**$55.01**
2nd Period	600 hrs	50% Apprentice	27.12	5.00	3.46	35.58	-	2.50	5.50	0.77	0.26	0.05	0.08	0.02	0.03	**$44.79**
1st Period	1000 hrs	40% Apprentice	22.45	5.00	3.46	30.91	-	2.50	5.50	0.77	0.26	0.05	0.08	0.02	0.03	**$40.12**
Pre-apprentice	500 hrs	35% Apprentice	22.45	5.00	3.46	30.91	-	-	5.50	0.77	0.26	0.05	0.08	0.02	0.03	**$37.62**
Layout Lead			+3.00													

*** Vacation/Supplemental Dues are added to the Base Wage, taxed and then deducted from the total taxable wage and sent to the Carpenters Southwest Trust along with the other benefits due. This is an after-tax deduction.**

- Pre-Apprentices may not work on Prevailing Wage jobs.
- Craft Assistants can be used on Private Work only. (Craft Assistants may perform any non Craft Work, including general clean up, cleaning of forms and other non Craft Work in support of Journeyman and Apprentice Carpenters.)
- Health & Welfare contributions for Craft Assistants and Pre-Apprentices are based off of Hire Date rather than Indenture Date. Craft Assistants hired prior to 7/1/2018 will continue to be at the full H&W rate ($8.25 effective 7/1/23
- This wage sheet is informational only, it is the employer's responsibility to maintain compliance with any Local, State, or Federal wage or tax laws, regulations, or ordinances.

Including the MINIMUM WAGE.

- Wage rates which fall below 130% of minimum wage are defaulted to $21.45, per the Agreement as of January 1st, 2025.
- Taxable benefits should be taxed, withheld, and submitted to the Trust according to the rules established by State/Federal tax authorities.
- In the event of any discrepancy between a wage sheet, a dispatch, and/or a trust reporting form please contact the Contract Administration contact listed above immediately.
- Orange highlighted areas represent the decreased benefit rates established for certain classifications/apprentices inducted or hired after 7/1/2018.

FOR OFFICE USE BELOW

Rate Class:
CA11-ComCarp
CA11-ComCarpWelder

Increases:

Agreement runs through June 30, 2026.

Change Order Labor Rate

Inland Building Construction Companies, Inc.

Trade : Carpenter Journeyman
Effective Date: 7-1-25

	STRAIGHT TIME	OVERTIME	DOUBLE TIME
BASE HOURLY RATE	$52.24	$78.36	$104.48
VACATION / HOLIDAY	$7.46	$7.46	$7.46
Taxable rate (base rate + Vacation)	*$59.70*	*$85.82*	*$111.94*
HEALTH AND WELFARE	$9.50	$9.50	$9.50
PENSION	$6.41	$6.41	$6.41
APPRENTICESHIP TRAINING	$0.77	$0.77	$0.77
GREIVANCE	$0.44	$0.44	$0.44
ANNUITY	$4.50	$4.50	$4.50
Hourly rate on check	*$81.32*	*$107.44*	*$133.56*
SOCIAL SECURITY/ MEDICARE	$4.57	$6.57	$8.56
FUTA (FEDERAL UNEMPLOYMENT)	$0.36	$0.51	$0.67
SUI (STATE UNEMPLOYMENT)	$3.70	$5.32	$6.94
WORKERS COMP	$5.03	$7.23	$9.44
Safety	$6.67	$7.22	$7.78
Burden total	*$20.33*	*$26.86*	*$33.39*
TOTAL DIRECT COSTS	$101.65	$134.30	$166.95

Hanson Associates
17821 E 17th Street, Ste. 275
Tustin, CA 92780

Phone# 714-852-3239
Fax# 714-852-3260

Estimate

Date	Estimate #
7/14/2021	2004-1760R1

Name / Address
ROSE AVENUE ELEMENTARY SCHOOL Estimator: Rick Suarez

Project
Rose Avenue Elementary School

Qty	Description
	BID PACKAGE 29 (ADDENDUM 1-8): SECTION 11 68 23 - EXTERIOR COURT ATHLETIC EQUIPMENT (FURNISH ONLY) *ALL ITEMS QUOTED AS SPECIFIED*
	POST MOUNTED BASKETBALL SET
6	Gooseneck Style Basketball Post System Complete
6	Basketball Backboard - Perforated Rectangular Steel.
6	Basketball Double Goal Rim with Chain Net.
	VOLLEYBALL/BADMINTON NET, POSTS, AND GROUND SLEEVES.
3	Volleyball Post System; 3-1/2" OD Complete (Pairs).
3	Volleyball Net.
6	Volleyball Ground Sleeves for 3-1/2" OD Posts and Locking Cap.
	TETHERBALL
6	Tetherball Post System Complete with Ball.
	BASEBALL BACKSTOP
1	Baseball Permanent Backstop Complete.
	HOME PLATE & PITCHER'S PLATE
1	Home Plate Anchored Style Complete.
1	Youth Pitcher's Rubber Plate Complete.
1	FREIGHT (220 S. DRISKELL STREET, OXNARD, CA 93030).
	THANK YOU FOR THE OPPORTUNITY TO QUOTE YOU THIS PROJECT. PLEASE CONTACT ME SHOULD YOU HAVE ANY QUESTIONS.
	BEST REGARDS, RICK SUAREZ (714) 658-4507 - DIRECT # Sales Tax

CSLB License #928149 C61/D34 & DIR registered #1000008260

Hanson Associates is a Small Business Enterprise (SBE), and supports DBE, WBE, MBE, & VBE.

Total $35,925.48

Assumes no permits are required, and customer releases any liability from Hanson Assoicates & Installer. Quote good for thirty days due to rising material costs.

Hanson Associates
17821 E 17th Street, Ste. 275
Tustin, CA 92780

Phone# 714-852-3239
Fax# 714-852-3260

Estimate

Date	Estimate #
5/28/2025	2004-1760R5

Name / Address
ROSE AVENUE ELEMENTARY SCHOOL ATTN: INLAND BUILDING Estimator: Rick Suarez

Project
Rose Avenue Elementary School

Qty	Description
	BID PACKAGE 29 (ADDENDUM 1-8): SECTION 11 68 23 - EXTERIOR COURT ATHLETIC EQUIPMENT (FURNISH ONLY)
	POST MOUNTED BASKETBALL SET
6	Model #1244 Vertical Post System Complete
6	Model #LA-07 Basketball Backboard.
6	Model #44 Goal Rim with #33 Chain Net.
	VOLLEYBALL/BADMINTON NET, POSTS, AND GROUND SLEEVES.
3	Model LA-VPB3-BC (Previously #VB3-PEI) - Multi Sport Volleyball/Badminton Post; 3-1/2" OD Complete (PAIR).
3	Model #LA-BC-3 Net Post Accessory - 3-1/2"OD Braceband with Tightening Clamp.
3	Model #LA-BE-3 Net Post Accessory -3-1/2"OD Braceband with Eye.
3	Model #LA-NVR-30 Volleyball Net - 30'L x 3'H.
3	Model #LA-8303-24-2N (Previously #350-E) Volleyball Post Ground Sleeves for 3-1/2" OD Posts with Neoprene Cap (PAIR).
	TETHERBALL
6	Model #TBPCB Tetherball Post System Complete with Ball.
	BASEBALL BACKSTOP
1	Model #BSCL10 - Baseball Permanent Backstop Complete.
	HOME PLATE & PITCHER'S PLATE
1	Model #BH87 Home Plate Anchored Style Complete.
1	Model #BH71 Youth Pitcher's Rubber Plate Complete.
1	ESCALATION (FURNISH MATERIALS - YEAR 2025).
1	FREIGHT (SHIP TO: Inland Building-339 S. Sierra Way, San Bernardino, CA 92408).
	THANK YOU, RICK SUAREZ (714) 658-4507 - DIRECT #

CSLB License #928149 (C-61/D34) & DIR registered #1000008260

Hanson Associates is a Small Business Enterprise (SBE), and supports DBE, WBE, MBE, & VBE.

Assumes no permits are required.

Total $42,122.00

To:
Hanson Associates
Rick
17821 E. 17th St. Ste. 275
Tustin, CA 92780

Phone: 714/658-4507

Ship To:
Inland Building

339 S. Sierra Way
San Bernardino, CA 92408

Phone: 714/658-4507 **Ext.:**
Fax: / -

Quote #: 22467

By: Arvester Runnels
Sales Manager: Arvester Runnels
Customer Ref.: Rose Avenue Elementary School

Quantity	Description	Base Bid Unit Price	2023-2024 Unit Price	2024-2025 Unit Price
6	Basketball Post Model: LA-1244 (1531G) - Straight Post/Single 4- 1/2"OD w/ 4' Ext., Post Size=4-1/2", Type=Straight, Offset=4'	$849.00	$1,831.00	$1,941.00
6	Basketball Backboards Model: LA-07 (26W) - Heavy-Duty 1/4" Thick Steel Rectangle, 48" H x 72" W, Powder Coated White, Shape=Rectangle, Material=Steel, Thickness=1/4", Target and Perimeter=29, Wrap Upcharge=BBOARD-NOWRAP, with Target & Perimeter	$1,420.00	$1,636.00	$1,734.00
6	Basketball Rims Model: LA-44 (44) - Heavy-Duty Double Rim for Chain Net with Universal Mount Plate (Previously LA-600), Rim=44	$163.00	$188.00	$199.00
6	Basketball Nets Model: LA-33 (33) - Chain Net (Previously LA-BCN-12), Net Type=#33 Chain Net	$23.00	$27.00	$29.00
3	Multi-Sport Post System Model: LA-VBP3-BC (2216-00G) - 3-1/2 IN O.D. Super Value Post Set, Type=Pair, Material=Galvanized, Size=3-1/2", Color=None	$784.00	$1,007.00	$1,067.00
3	Net Post Accessories Model: LA-BC-3 - 3-1/2" OD Braceband w/ Tightening Clamp	$36.00	$42.00	$45.00
3	Net Post Accessories Model: LA-BE-3 - 3-1/2" OD Braceband w/ Eye	$24.00	$28.00	$30.00
3	Volleyball Nets Model: LA-NVR-30 (8362-10) - 30' x 36" Black Nylon Netting, Rope Only	$194.00	$214.00	$227.00
3	Ground Sleeves for Posts Model: LA-8303-24-2N (8303-24-2N) - Two (2) Ground Sleeves for 3-1/2" O.D. x 24" with Neoprene Cap, Post Shape=Round, Post Size=3-1/2", Length=24", Sleeve Cap=Neoprene	$502.00	$633.00	$671.00
6	Tetherball Model: LA-TBPCB (2221-10) - Tetherball 1 piece Post with Chain, Snap & Ball	$228.00	$362.00	$384.00
	Subtotal:	$20,718.00	$30,036.00	$31,842.00
	Sales Tax:	$1,605.65	$2,327.79	$2,467.76
	Freight:	$1,000.00	$1,150.00	$4,776.30
	TOTAL:	$23,323.65	$33,513.79	$39,086.06

Concrete, Asphalt and Aggregates
1401 N. Benson Ave., Upland, CA 91786
Corporate Office: (909) 982-1553
General Sales Fax: (909) 652-9000
www.hollidayrock.com

Concrete Order Desk: (909) 972-0410
Concrete Dispatch: (909) 972-0409
Asphalt Dispatch: (909) 972-0411
Quality Control Lab: (909) 972-1553

Serving San Bernardino, Riverside, Orange, Kern, Ventura, San Luis Obispo, Santa Barbara and Los Angeles Counties

July 13, 2021 Materials Quote Quote #: 77930

Customer: INLAND BUILDING CONSTRUCTION CO., INC
Contact: updated 3/11/2025
Project Name: Rose EM School
Location: 220 S. Driskill

Phone #:
Fax #:
Miles:
City: Oxnard

Ready Mix Concrete — Estimated Quantities: 3900.00 Yards

Mix Description	WCR	CY Price	Notes
4000 psi 1"	0.50	$129.98	Footings
4000 psi 1” 6% Air	0.50	$139.43	Footings
3000 psi 1”	0.48	$131.75	SOG
3000 psi 1” 6% Air	0.48	$133.02	SOG
F70 Fiber		$7.00	1.5# per yard
2500 psi 1"	0.50	$129.98	Sidewalks
3500 psi 1"	0.50	$129.98	Fire Lanes
4000 psi 3/8” #110 pcf lightweight		$198.00	
5000 psi 3/8"	0.45	$143.90	
Pervious Concrete 4F629X00		$205.00	

The project location is not in a freeze thaw environment so air may not be required so options without are provided.
Specs mention percolation rate of 0.5 inch/hour and 375 Flex. We do not have test data for these items and it’s unclear if we would comply.

DIR #391779
12.13.22 KD
8.3.23 KD
9.11.23 KD
6.17.24 KD

Environmental Fee: $60.00 per load, No Fuel Surcharge | FOB Job site, Sales Tax not included

Environmental Product Declarations (EPDs) can be provided upon request. Please contact Holliday Rock for more information.

Unless specifically noted these mixes do not meet any MOE, Shrinkage, WCR, or Slump Requirements. Holliday Rock does not warrant any particular temperature of concrete. The cost of temperature control is contractor’s responsibility. Based on availability - ice, chilled/hot water may be added.

Prices are firm through September 30, 2023 add $15 through March 31 2024 add $6 through September 30 2024 add $6 through April 30, 2025 add $6 through September 30, 2025 add $6 through December 31, 2025.

Public Works Contract Fee: $2,000/project. **AB219 Fee:** $200/load. **Additional Labor Compliance Reporting Fee:** Upon Supplier approval $100 per load and/or $100 per form.

Minimum Load Charges: Based on delivery of less than 10 cubic yards. $35/cubic-yard not taken. **Cancellation Fees:** Cancelling within 48 hours of pour time may result in a $5/yard fee.

Payment: Due at the end of the month following date of invoice. All projects are subject to preliminary notices. **Material Availability:** All sales are contingent upon plant and material availability.

Public Works/AB219: Buyer is responsible to identify whether a project is Public Works and subject to AB219 requirements. Buyer must give notice to Holliday Rock that the project is deemed a Public Works which includes but is not limited to any state agency, California State University, University of California, or any political subdivision of the state(counties, cities, towns, villages, school/water/park/airport districts, etc). Buyer's failure to notify supplier any project is deemed a Public Work and subject to AB219 requirements will result in Buyer’s responsibility of any claims, damages, liabilities, including reasonable attorney’s fees and costs, incurred by Supplier resulting from AB219 non-compliance.

AB219 Reporting/Compliance: The Public Works Contract Fee and AB219 Fee cover all standard requirements of AB219. Certified Payroll Reports (CPR) will only be uploaded to the DIR website. Holliday Rock may comply with additional labor compliance reporting requests outside of the AB219 scope if agreed to in writing prior to receipt of order with such requirements. An additional administrative fee of $100 per load and/or $100 per form will apply if Supplier is required to enter CPR’s into 3rd party software such as LCP Tracker, eComply, OCPS, etc. An additional fee of $100 per load and/or $100 per form will apply to any labor compliance outside the scope of AB219. Compliance paperwork that was not agreed upon prior to delivery may result in additional administrative fee of $300 per load and/or $300 per form in the sole discretion of Holliday Rock.

Standby Time: Calculated based on interval ordered by customer with a maximum of 4 minutes/yard free unloading time, excess time to be charged at $3/minute.

Project Labor Agreement: This quote excludes compliance with project labor agreements. This quote excludes any terms and conditions related to project labor agreements and related provisions such as local hire and transitional workers, workforce referral and development, and apprenticeship participation requirements.

Operating Hours: Monday - Friday 5:00AM - 3:00PM. With written acceptance by Holliday Rock, Buyer may order concrete to be delivered on Saturday or between the hours of 3:00PM to 5:00AM on weekdays at an additional cost of $5/yard. Concrete poured between 5:00PM - 5:00AM may incur a plant opening charge of $250/hour with a 4-hour minimum.

Wash Out/Down: Buyer is responsible to provide enough time and location in reasonable proximity to delivery site for driver(s) to wash down their ready mix trucks chutes, hoppers etc. after delivery.

Scrape & Go: Unless noted in the pricing above Scrape & Go is not an included service. If proper wash out/down is not provided an $80/load surcharge will be applied.

Product Variations/Color Added Concrete: Variations in cement/sand/rock/mixing/job conditions/finishing techniques can alter the color of concrete. Holliday Rock cannot guarantee the uniformity of color as variations in color from load to load are common.

Testing: Independent lab testing or mix designs may require additional costs that will be at Buyer's expense. $1,500 for Strength Trial Batches. $750 for Shrinkage Testing.

Excess Returned Concrete: Deliveries resulting in excess concrete returned back to Holliday Rock will incur a Disposal Fee of $150/partial-load & $300/full-load.

Delivery: All orders placed will be delivered to the best of Holliday Rock's ability and supplier accepts no responsibility for overtime by Buyer's employees or contractors which might occur.

Plans & Specs: The materials quoted are not warranted to be acceptable for any particular use, purpose, application, environment or soil condition. Materials are delivered in as is condition and no warranty is made with regards to the time to deliver or temperature at time of delivery. **Mix Design Engineer Stamp Fee:** $100 per mix design requiring an Engineer’s Stamp.

Schedule Changes: Federal DOT Standards apply to the hours a Truck Driver can operate their vehicle. Any changes made to a pour after the pour has been scheduled is at Buyer's own risk as trucking may not be available to accommodate such changes.

Environmental Fee: This fee is designed to offset investment costs and expenses related to the reduction of carbon emissions and proper disposal of waste products. This fee is not a tax or government mandated charge, but will be charged as a flat fee per delivery ticket for administrative convenience.

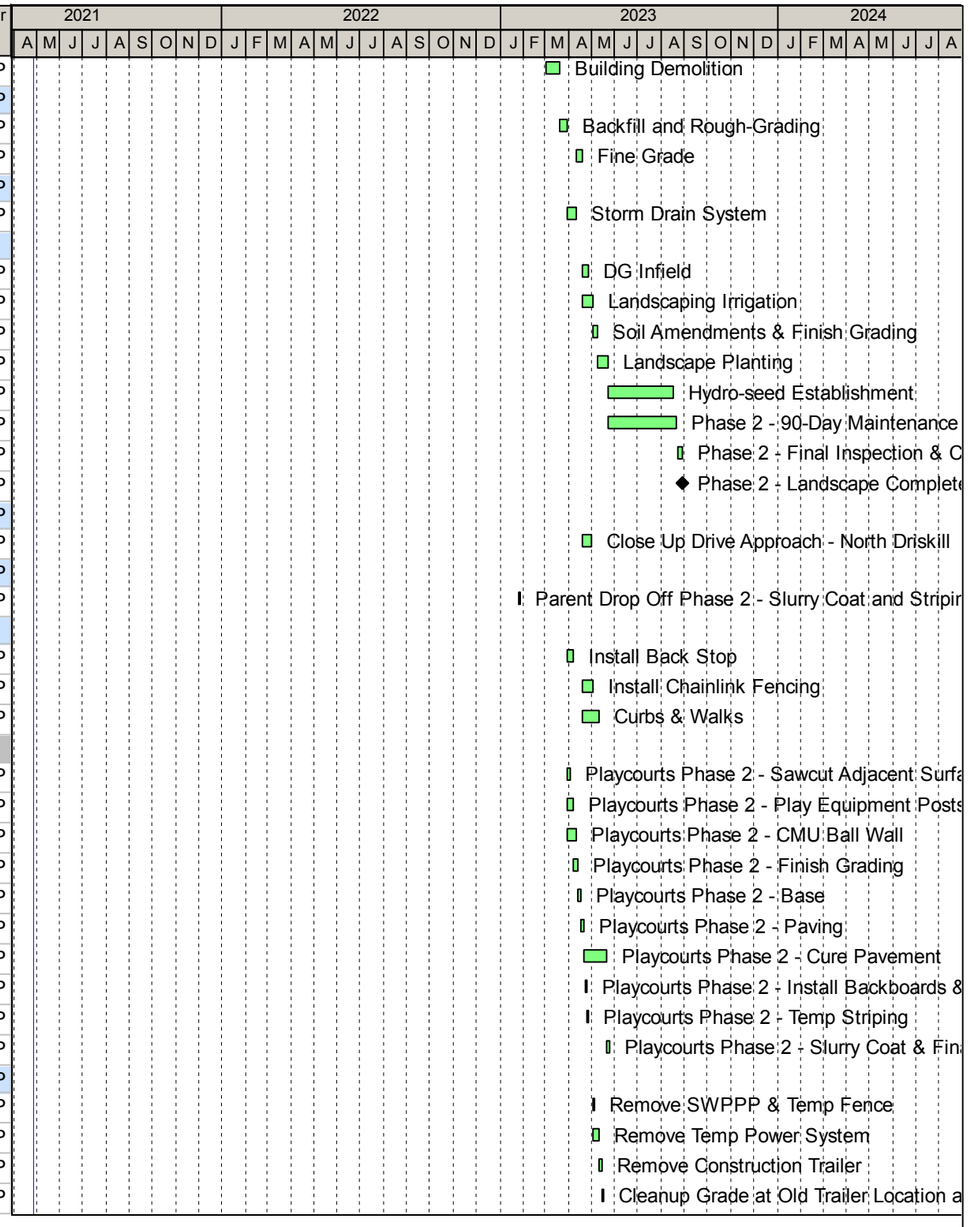
Safety: It is Buyer’s responsibility to provide unobstructed access to the delivery site. Buyer must provide a safe ingress and egress for the delivery truck at the job site. Holliday Rock will not deliver to any job site deemed unsafe by Holliday Rock in its sole and absolute discretion.

This proposal is subject to acceptance by the buyer within 15 days hereof after which time it will be of no force or effect except at the discretion of the seller.

Quoted by: Kirk DeMichele
Email Address: kdemichele@hollidayrock.com

Phone #: 909-203-0341
Fax #: 909-652-9000

Activity ID	Activity Name	Orig Duration	Start	Finish	Calendar
Ph2-D-1010	Building Demolition	12	03-Mar-23	20-Mar-23	5P
Grading		22	21-Mar-23	19-Apr-23	5P
Ph2-G-1000	Backfill and Rough-Grading	8	21-Mar-23	30-Mar-23	5P
Ph2-G-1020	Fine Grade	6	12-Apr-23	19-Apr-23	5P
Storm Drain		8	31-Mar-23	11-Apr-23	5P
Ph2-G-1010	Storm Drain System	8	31-Mar-23	11-Apr-23	5P
Landscaping		91	20-Apr-23	28-Aug-23	
Ph2-L-1030	DG Infield	5	20-Apr-23	26-Apr-23	5P
Ph2-L-1000	Landscaping Irrigation	10	20-Apr-23	03-May-23	5P
Ph2-L-1040	Soil Amendments & Finish Grading	4	04-May-23	09-May-23	5P
Ph2-L-1010	Landscape Planting	10	10-May-23	23-May-23	5P
Ph2-L-1020	Hydro-seed Establishment	60	24-May-23	17-Aug-23	5P
Ph2-L-1050	Phase 2 - 90-Day Maintenance Period	90	24-May-23	21-Aug-23	7P
Ph2-L-1060	Phase 2 - Final Inspection & Corrections	5	22-Aug-23	28-Aug-23	5P
Ph2-L-1070	Phase 2 - Landscape Complete - [FM]	0		28-Aug-23	5P
Offsite Work		8	20-Apr-23	01-May-23	5P
Ph2-OS-1000	Close Up Drive Approach - North Driskill	8	20-Apr-23	01-May-23	5P
Parent Drop Off Phase 2		2	26-Jan-23	27-Jan-23	5P
Ph2-DO-103	Parent Drop Off Phase 2 - Slurry Coat and Striping	2	26-Jan-23	27-Jan-23	5P
Site Work		39	31-Mar-23	24-May-23	
Ph2-A-1020	Install Back Stop	5	31-Mar-23	06-Apr-23	5P
Ph2-A-1030	Install Chainlink Fencing	10	20-Apr-23	03-May-23	5P
Ph2-A-1010	Curbs & Walks	15	20-Apr-23	10-May-23	5P
Exterior Playcourts Phase 2		39	31-Mar-23	24-May-23	
H1680	Playcourts Phase 2 - Sawcut Adjacent Surface	2	31-Mar-23	03-Apr-23	5P
H1690	Playcourts Phase 2 - Play Equipment Posts and Footings	5	31-Mar-23	06-Apr-23	5P
H1670	Playcourts Phase 2 - CMU Ball Wall	7	31-Mar-23	10-Apr-23	5P
H1740	Playcourts Phase 2 - Finish Grading	5	07-Apr-23	13-Apr-23	5P
H1700	Playcourts Phase 2 - Base	2	14-Apr-23	17-Apr-23	5P
H1710	Playcourts Phase 2 - Paving	4	18-Apr-23	21-Apr-23	5P
H1800	Playcourts Phase 2 - Cure Pavement	30	22-Apr-23	21-May-23	7P
H1720	Playcourts Phase 2 - Install Backboards & Equipment	2	24-Apr-23	25-Apr-23	5P
H1730	Playcourts Phase 2 - Temp Striping	1	26-Apr-23	26-Apr-23	5P
H1790	Playcourts Phase 2 - Slurry Coat & Final Striping	3	22-May-23	24-May-23	5P
Phase 2 Demobolization		9	04-May-23	16-May-23	5P
H1750	Remove SWPPP & Temp Fence	1	04-May-23	04-May-23	5P
H1780	Remove Temp Power System	5	04-May-23	10-May-23	5P
H1760	Remove Construction Trailer	3	11-May-23	15-May-23	5P
H1770	Cleanup Grade at Old Trailer Location and Temp Power Poles	1	16-May-23	16-May-23	5P



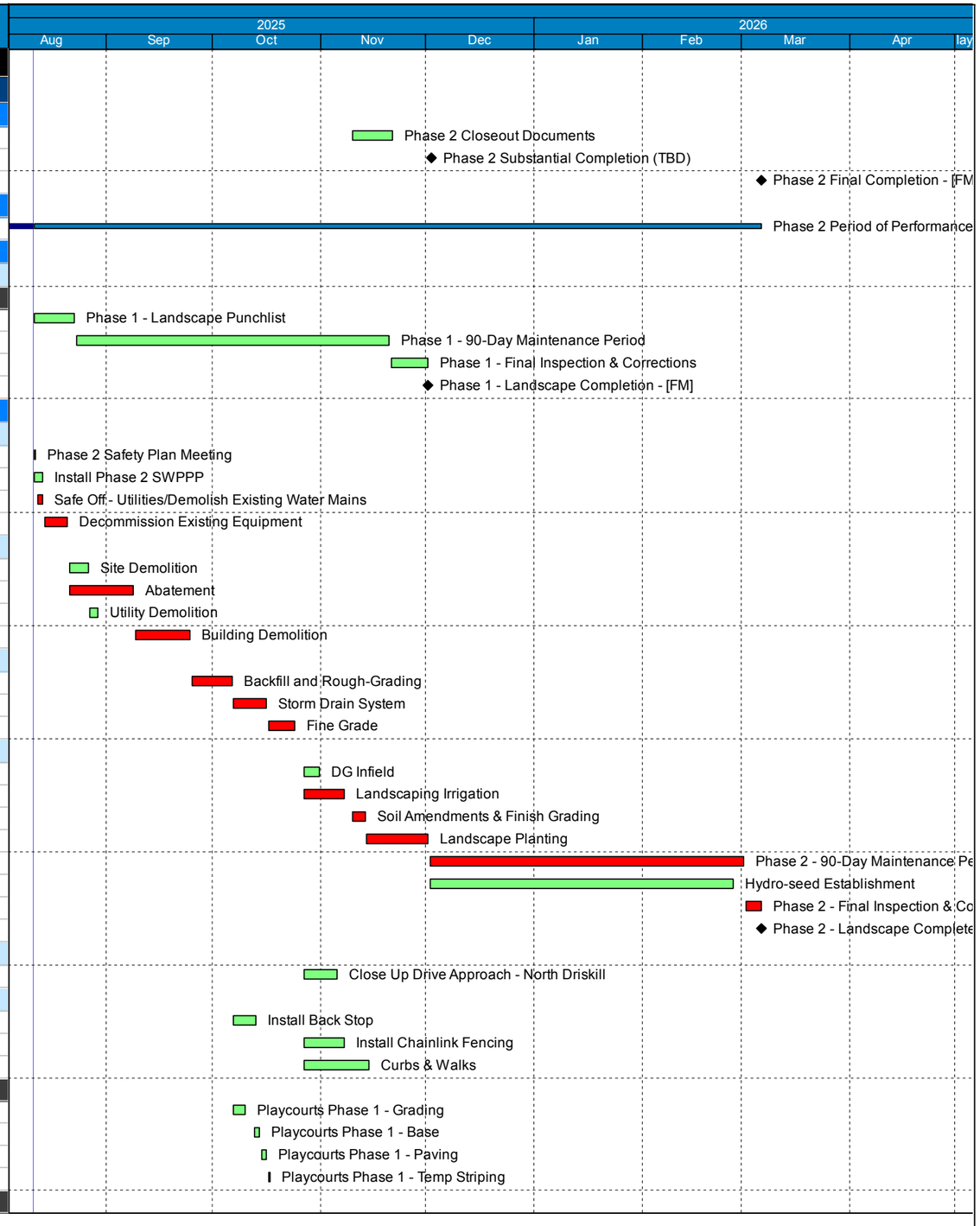
Project ID: RoseK5-1-2-2-1
Start Date: 02-Feb-21
Finish Date: 28-Aug-23

Level of Effort / Summary Bar
Actual Work
Planned Tasks
Milestone

Balfour Beatty

Rose Avenue Elementary School
Bid Schedule (Addenda 6C)
Page: 15 of 15

Activity ID	Activity Name	Cal	Orig Dur	Rem Dur	Start	Finish
Rose Ave ES Reconstruction - July 2025 Update						
CONSTRUCTION						
Construction Milestones						
CM1100	Phase 2 Closeout Documents	5P	10	10	10-Nov-25	21-Nov-25
H1810	Phase 2 Substantial Completion (TBD)	7P	0	0		02-Dec-25
CM1040	Phase 2 Final Completion - [FM] (TBD)	7P	0	0		06-Mar-26
Construction Summary						
CM1130	Phase 2 Period of Performance [LOE]	7P	225	208	18-Jul-25 A	06-Mar-26
Phase 1 - New Construction						
Landscape						
Punchlist & Close-Out						
A1480	Phase 1 - Landscape Punchlist	5P	10	10	11-Aug-25	22-Aug-25
A1530	Phase 1 - 90-Day Maintenance Period	7P	90	90	23-Aug-25	20-Nov-25
A1540	Phase 1 - Final Inspection & Corrections	5P	5	5	21-Nov-25	01-Dec-25
A1550	Phase 1 - Landscape Completion - [FM]	5P	0	0		01-Dec-25
Phase 2 - Existing Campus						
Phase 2 Mobilization						
Ph2-D-1060	Phase 2 Safety Plan Meeting	5P	1	1	11-Aug-25	11-Aug-25
Ph2-D-1050	Install Phase 2 SWPPP	5P	3	3	11-Aug-25	13-Aug-25
Ph2-D-1020	Safe Off - Utilities/Demolish Existing Water Mains	5P	2	2	12-Aug-25	13-Aug-25
Ph2-D-1030	Decommission Existing Equipment	5P	5	5	14-Aug-25	20-Aug-25
Demo						
Ph2-D-1000	Site Demolition	5P	4	4	21-Aug-25	26-Aug-25
Ph2-A-1000	Abatement	5P	12	12	21-Aug-25	08-Sep-25
Ph2-D-1090	Utility Demolition	5P	3	3	27-Aug-25	29-Aug-25
Ph2-D-1010	Building Demolition	5P	12	12	09-Sep-25	24-Sep-25
Grading & Drainage						
Ph2-G-1000	Backfill and Rough-Grading	5P	8	8	25-Sep-25	06-Oct-25
Ph2-G-1010	Storm Drain System	5P	8	8	07-Oct-25	16-Oct-25
Ph2-G-1020	Fine Grade	5P	6	6	17-Oct-25	24-Oct-25
Landscaping						
Ph2-L-1030	DG Infield	5P	5	5	27-Oct-25	31-Oct-25
Ph2-L-1000	Landscaping Irrigation	5P	10	10	27-Oct-25	07-Nov-25
Ph2-L-1040	Soil Amendments & Finish Grading	5P	4	4	10-Nov-25	13-Nov-25
Ph2-L-1010	Landscape Planting	5P	10	10	14-Nov-25	01-Dec-25
Ph2-L-1050	Phase 2 - 90-Day Maintenance Period	7P	90	90	02-Dec-25	01-Mar-26
Ph2-L-1020	Hydro-seed Establishment	5P	60	60	02-Dec-25	26-Feb-26
Ph2-L-1060	Phase 2 - Final Inspection & Corrections	5P	5	5	02-Mar-26	06-Mar-26
Ph2-L-1070	Phase 2 - Landscape Complete - [FM]	5P	0	0		06-Mar-26
Offsite Work						
Ph2-OS-1000	Close Up Drive Approach - North Driskill	5P	8	8	27-Oct-25	05-Nov-25
Site Work						
Ph2-A-1020	Install Back Stop	5P	5	5	07-Oct-25	13-Oct-25
Ph2-A-1030	Install Chainlink Fencing	5P	10	10	27-Oct-25	07-Nov-25
Ph2-A-1010	Curbs & Walks	5P	15	15	27-Oct-25	14-Nov-25
Exterior Playcourts Phase 1						
H1050	Playcourts Phase 1 - Grading	5P	4	4	07-Oct-25	10-Oct-25
H1240	Playcourts Phase 1 - Base	5P	2	2	13-Oct-25	14-Oct-25
H1260	Playcourts Phase 1 - Paving	5P	2	2	15-Oct-25	16-Oct-25
H1380	Playcourts Phase 1 - Temp Striping	5P	1	1	17-Oct-25	17-Oct-25
Exterior Playcourts Phase 2						



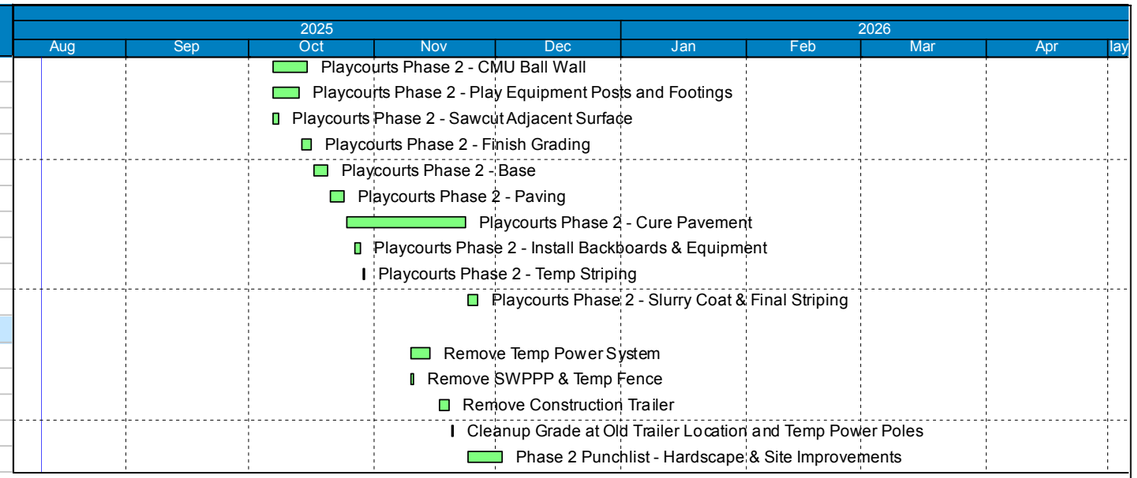
Project ID: RoseK5-2507
Start Date: 02-Feb-21
Finish Date: 06-Mar-26
Data Date: 11-Aug-25
Print Date: 19-Aug-25 13:55

Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone

Rose Ave ES Reconstruction - July 2025 Update

Balfour Beatty

Activity ID	Activity Name	Cal	Orig Dur	Rem Dur	Start	Finish
H1670	Playcourts Phase 2 - CMU Ball Wall	5P	7	7	07-Oct-25	15-Oct-25
H1690	Playcourts Phase 2 - Play Equipment Posts and Footings	5P	5	5	07-Oct-25	13-Oct-25
H1680	Playcourts Phase 2 - Sawcut Adjacent Surface	5P	2	2	07-Oct-25	08-Oct-25
H1740	Playcourts Phase 2 - Finish Grading	5P	3	3	14-Oct-25	16-Oct-25
H1700	Playcourts Phase 2 - Base	5P	2	2	17-Oct-25	20-Oct-25
H1710	Playcourts Phase 2 - Paving	5P	4	4	21-Oct-25	24-Oct-25
H1800	Playcourts Phase 2 - Cure Pavement	7P	30	30	25-Oct-25	23-Nov-25
H1720	Playcourts Phase 2 - Install Backboards & Equipment	5P	2	2	27-Oct-25	28-Oct-25
H1730	Playcourts Phase 2 - Temp Striping	5P	1	1	29-Oct-25	29-Oct-25
H1790	Playcourts Phase 2 - Slurry Coat & Final Striping	5P	3	3	24-Nov-25	26-Nov-25
Phase 2 Demobolization						
H1780	Remove Temp Power System	5P	5	5	10-Nov-25	14-Nov-25
H1750	Remove SWPPP & Temp Fence	5P	1	1	10-Nov-25	10-Nov-25
H1760	Remove Construction Trailer	5P	3	3	17-Nov-25	19-Nov-25
H1770	Cleanup Grade at Old Trailer Location and Temp Power Poles	5P	1	1	20-Nov-25	20-Nov-25
H1820	Phase 2 Punchlist - Hardscape & Site Improvements	5P	5	5	24-Nov-25	02-Dec-25



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

Change Order Request #: 434

Date: 9-10-2025

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

The Contract is changed as follows:

Reference Cost Event 390 – CDR 434 – Bldg A Lobby & Health Office, Bldg C N Classrooms – MechoShades Installation The District has requested the installation of MechoShades in the following areas: Building A – lobby windows facing north and west; Building A – Health Office; and Building C North – six classrooms on the first floor and six classrooms on the second floor, all facing east. This change includes furnishing and installing the shades in the specified locations.	$ 21,330.00

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

☑ The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Flamillo	By :	By:
Date: 2025-09-10	Date:	Date:

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	9-10-2025
Permit Number:	DSA# 03-119284	Change Event No.:	390
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

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

Description of Work:

Reference Cost Event 390 – CDR 434 – Bldg A Lobby & Health Office, Bldg C N Classrooms – MechoShades Installation

The District has requested the installation of MechoShades in the following areas: Building A – lobby windows facing north and west; Building A – Health Office; and Building C North – six classrooms on the first floor and six classrooms on the second floor, all facing east. This change includes furnishing and installing the shades in the specified locations.

A.	**Subcontractor's Cost**				
	Inland Builders	$	19,696.25		
			Subtotal A:	**$**	**19,696.25**
B.	**General Contractor's Cost**				
	Material (See attached supporting documentation.)	$	-		
	Taxes at 9.5% of Material	$	-		
	Labor (includes Fringe Benefits)	$	-		
	Payroll Taxes and Insurances at 9.5% of Labor		included above		
	Construction Equipment (see attached supporting documentation)	$	-		
			Subtotal B:	**$**	**-**
C.	**General Contractor's Overhead and Profit***	* N/A for Contingency Draw Requests			
	Overhead & Profit 5% of Subtotal A	$	984.81		
	Overhead & Profit 10% of Subtotal C	$	-		
			Subtotal C:	**$**	**984.81**
D.	**Bond at 1%**		**Subtotal D:**	**$**	**213.30**
E.	**Builders Risk Insurance at 1%**		**Subtotal E:**	**$**	**213.30**
F.	**General Liability at 1.04%**		**Subtotal F:**	**$**	**221.83**
	Grand Total = (A + B + C + D + E + F)			**$**	**21,330.00**

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

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2025-09-10

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: 08
PCO Date: Sep 2, 2025
PCO Valid for 30 Days

Attention: Balfour Beatty Construction

From: Cliff Rodrick, cliff@ibccinc.com

Description of Work
COR #008 - Roller shades per email request dated 9/9/25

Self-Perform Work

Description	Cost	Markup %	Markup	Price
Bond	$386.20	%	$ 0.00	$386.20
Labor	$4,538.24	10.00%	$ 453.82	$4,992.06
Material	$13,016.35	10.00%	$ 1,301.64	$14,317.99

Subcontract Work

Vendor	Cost	Markup %	Markup	Price

Summary	
Total Cost	$17,940.79
Total Markup	$1,755.46
Subtotal	$19,696.25
Additional Days	0.00

323 South Sierra Way
San Bernardino, CA 92408
909-884-6276
www.ibccinc.com

Change Request Cost Breakdown

Details	Qty.	Unit	Rate	Total	Notes
Labor					
Carpenter Foreman w/Truck O.T.	16	Hrs	$ 149.34	$ 2,389.44	
Carpenter O.T.	16	Hrs	$ 134.30	$ 2,148.80	
	Qty.	**Unit**	**Rate**	**Total**	**Notes**
Materials					
Mecho Shade	1	LS	$ 12,016.35	$ 12,016.35	Quote #7069111
Hotel / Per Diem	2	Ea	$ 500.00	$ 1,000.00	
	Qty.	**Unit**	**Rate**	**Total**	**Notes**
Equipment					
Sub Total Labor				$ 4,538.24	
Sub Total Material				$ 13,016.35	
Sub Total Equipment				$ -	

Mecho

Proposal

Quote -7069111
Quote Date: 9/09/25
Master File#:
Quote#:
ShipVia:

Job Name: Rose ES
Job Number: 21-041
Specifier: Prime Consultant
Quote Expiration: 1/07/26

PO Number:
Placed By: Alexus Orn
Contact: Lori Cordoza
Contact Ph: 909-884-6276
Requester Email: alexus@ibccinc.com

Bill To: M41817
INLAND BUILDING CONSTRUCT CO
323 S SIERRA WAY
SAN BERNARDINO,CA 92408

Ship To: M41817
INLAND BUILDING CONSTRUCT CO
323 S SIERRA WAY
SAN BERNARDINO,CA 92408

Comments:

Line	Qty	Product	TAG	Discount	Book Price	Ext Net
1.00	1	MSMAN MECHO5 MANUAL SHADES	1-401A	25//10/4	438.52	284.16
		Opening Size:IN W x H:96x31; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**95.875				
		Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**94.6875; **Bracket:**M5.WI Col:GR; **Chain Drop:**27.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**R; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**93.1875; **Tube:**1.5;**Spline:**1				
		H|W Ratio:.3				
2.00	1	MSMAN MECHO5 MANUAL SHADES	1-401B	25//10/4	438.52	284.16
		Opening Size:IN W x H:96x31; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**95.875				
		Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**94.687 5; **Bracket:**M5.WI Col:GR; **Chain Drop:**27.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**L; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**93.1875; **Tube:**1.5;**Spline:**1				
		H|W Ratio:.3				
3.00	1	MSMAN MECHO5 MANUAL SHADES	1-402A	25//10/4	438.52	284.16
		Opening Size:IN W x H:96x31; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**95.875				
		Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**94.6875; **Bracket:**M5.WI Col:GR; **Chain Drop:**27.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**R; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**93.1875; **Tube:**1.5;**Spline:**1				
		H|W Ratio:.3				
4.00	1	MSMAN MECHO5 MANUAL SHADES	1-402B	25//10/4	438.52	284.16
		Opening Size:IN W x H:96x31; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**95.875				
		Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**94.6875; **Bracket:**M5.WI Col:GR; **Chain Drop:**27.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**L; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**93.1875; **Tube:**1.5;**Spline:**1				
		H|W Ratio:.3				
5.00	1	MSMAN MECHO5 MANUAL SHADES	1-403A	25//10/4	438.52	284.16
		Opening Size:IN W x H:96x31; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**95.875				
		Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**94.6875; **Bracket:**M5.WI Col:GR; **Chain Drop:**27.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**R; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**93.1875; **Tube:**1.5;**Spline:**1				
		H|W Ratio:.3				
6.00	1	MSMAN MECHO5 MANUAL SHADES	1-403B	25//10/4	438.52	284.16
		Opening Size:IN W x H:96x31; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**95.875				
		Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**94.6875; **Bracket:**M5.WI Col:GR; **Chain Drop:**27.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**L; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**93.1875; **Tube:**1.5;**Spline:**1				
		H|W Ratio:.3				
7.00	1	MSMAN MECHO5 MANUAL SHADES	1-404A	25//10/4	438.52	284.16
		Opening Size:IN W x H:96x31; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**95.875				
		Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**94.6875; **Bracket:**M5.WI Col:GR; **Chain Drop:**27.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**R; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**93.1875; **Tube:**1.5;**Spline:**1				
		H|W Ratio:.3				

Quote -7069111 **Job Name:** Rose ES **PO Number:** **Bill To:** M41817 **Ship To:** M41817

8.00	1	MSMAN	MECHO5 MANUAL SHADES	1-404B		25//10/4	438.52	284.16

Opening Size:IN W x H:96x31; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**95.875

Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**94.6875; **Bracket:**M5.WI Col:GR; **Chain Drop:**27.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**L; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**93.1875; **Tube:**1.5;**Spline:**1

H|W Ratio:.3

9.00	1	MSMAN	MECHO5 MANUAL SHADES	1-405A		25//10/4	438.52	284.16

Opening Size:IN W x H:96x31; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**95.875

Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**94.6875; **Bracket:**M5.WI Col:GR; **Chain Drop:**27.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**R; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**93.1875; **Tube:**1.5;**Spline:**1

H|W Ratio:.3

10.00	1	MSMAN	MECHO5 MANUAL SHADES	1-405B		25//10/4	438.52	284.16

Opening Size:IN W x H:96x31; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**95.875

Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**94.6875; **Bracket:**M5.WI Col:GR; **Chain Drop:**27.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**L; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**93.1875; **Tube:**1.5;**Spline:**1

H|W Ratio:.3

11.00	1	MSMAN	MECHO5 MANUAL SHADES	1-406A		25//10/4	438.52	284.16

Opening Size:IN W x H:96x31; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**95.875

Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**94.6875; **Bracket:**M5.WI Col:GR; **Chain Drop:**27.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**R; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**93.1875; **Tube:**1.5;**Spline:**1

H|W Ratio:.3

12.00	1	MSMAN	MECHO5 MANUAL SHADES	1-406B		25//10/4	438.52	284.16

Opening Size:IN W x H:96x31; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**95.875

Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**94.6875; **Bracket:**M5.WI Col:GR; **Chain Drop:**27.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**L; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**93.1875; **Tube:**1.5;**Spline:**1

H|W Ratio:.3

13.00	1	MSMAN	MECHO5 MANUAL SHADES	2-412A		25//10/4	438.52	284.16

Opening Size:IN W x H:96x31; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**95.875

Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**94.6875; **Bracket:**M5.WI Col:GR; **Chain Drop:**27.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**R; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**93.1875; **Tube:**1.5;**Spline:**1

H|W Ratio:.3

14.00	1	MSMAN	MECHO5 MANUAL SHADES	2-412B		25//10/4	438.52	284.16

Opening Size:IN W x H:96x31; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**95.875

Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**94.6875; **Bracket:**M5.WI Col:GR; **Chain Drop:**27.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**L; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**93.1875; **Tube:**1.5;**Spline:**1

H|W Ratio:.3

15.00	1	MSMAN	MECHO5 MANUAL SHADES	2-413A		25//10/4	438.52	284.16

Opening Size:IN W x H:96x31; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**95.875

Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**94.6875; **Bracket:**M5.WI Col:GR; **Chain Drop:**27.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**R; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**93.1875; **Tube:**1.5;**Spline:**1

H|W Ratio:.3

16.00	1	MSMAN	MECHO5 MANUAL SHADES	2-413B		25//10/4	438.52	284.16

Opening Size:IN W x H:96x31; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**95.875

Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**94.6875; **Bracket:**M5.WI Col:GR; **Chain Drop:**27.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**L; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**93.1875; **Tube:**1.5;**Spline:**1

H|W Ratio:.3

17.00	1	MSMAN	MECHO5 MANUAL SHADES	2-414A		25//10/4	438.52	284.16

Quote -7069111 **Job Name:** Rose ES **PO Number:** **Bill To:** M41817 **Ship To:** M41817

Opening Size:IN W x H:96x31; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**95.875

Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**94.6875; **Bracket:**M5.WI Col:GR; **Chain Drop:**27.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**R; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**93.1875; **Tube:**1.5;**Spline:**1

H|W Ratio:.3

18.00	1	MSMAN	MECHO5 MANUAL SHADES	2-414B	25//10/4	438.52	284.16

Opening Size:IN W x H:96x31; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**95.875

Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**94.6875; **Bracket:**M5.WI Col:GR; **Chain Drop:**27.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**L; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**93.1875; **Tube:**1.5;**Spline:**1

H|W Ratio:.3

19.00	1	MSMAN	MECHO5 MANUAL SHADES	2-415A	25//10/4	438.52	284.16

Opening Size:IN W x H:96x31; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**95.875

Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**94.6875; **Bracket:**M5.WI Col:GR; **Chain Drop:**27.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**R; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**93.1875; **Tube:**1.5;**Spline:**1

H|W Ratio:.3

20.00	1	MSMAN	MECHO5 MANUAL SHADES	2-415B	25//10/4	438.52	284.16

Opening Size:IN W x H:96x31; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**95.875

Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**94.6875; **Bracket:**M5.WI Col:GR; **Chain Drop:**27.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**L; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**93.1875; **Tube:**1.5;**Spline:**1

H|W Ratio:.3

21.00	1	MSMAN	MECHO5 MANUAL SHADES	2-416A	25//10/4	438.52	284.16

Opening Size:IN W x H:96x31; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**95.875

Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**94.6875; **Bracket:**M5.WI Col:GR; **Chain Drop:**27.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**R; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**93.1875; **Tube:**1.5;**Spline:**1

H|W Ratio:.3

22.00	1	MSMAN	MECHO5 MANUAL SHADES	2-416B	25//10/4	438.52	284.16

Opening Size:IN W x H:96x31; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**95.875

Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**94.6875; **Bracket:**M5.WI Col:GR; **Chain Drop:**27.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**L; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**93.1875; **Tube:**1.5;**Spline:**1

H|W Ratio:.3

23.00	1	MSMAN	MECHO5 MANUAL SHADES	2-417A	25//10/4	438.52	284.16

Opening Size:IN W x H:96x31; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**95.875

Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**94.6875; **Bracket:**M5.WI Col:GR; **Chain Drop:**27.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**R; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**93.1875; **Tube:**1.5;**Spline:**1

H|W Ratio:.3

24.00	1	MSMAN	MECHO5 MANUAL SHADES	2-417B	25//10/4	438.52	284.16

Opening Size:IN W x H:96x31; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**95.875

Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**94.6875; **Bracket:**M5.WI Col:GR; **Chain Drop:**27.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**L; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**93.1875; **Tube:**1.5;**Spline:**1

H|W Ratio:.3

25.00	1	MSMAN	MECHO5 MANUAL SHADES	Lobby A	25//10/4	422.75	273.94

Opening Size:IN W x H:80x25; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**79.875

Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**78.5625; **Bracket:**M5.WI Col:GR; **Chain Drop:**21.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**R; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**77.25; **Tube:**1.2; **Spline:**1

H|W Ratio:.3

26.00	1	MSMAN	MECHO5 MANUAL SHADES	Lobby B	25//10/4	831.63	538.90

Opening Size:IN W x H:92x106; **ID/OD:**I; **Mount:**WME;**Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**91.875

Quote -7069111 **Job Name:** Rose ES **PO Number:** **Bill To:** M41817 **Ship To:** M41817

Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**90.6875; **Bracket:**M5.EXT Col:GR; **Chain Drop:**102.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**R; **Hembar:**Concealed-11/2" Standard Alum; **Hembar Sizes:**88.75; **Tube:**1.79;**Spline:**1; **LAM:**Y

H|W Ratio:1.2

27.00	1	MSMAN	MECHO5 MANUAL SHADES	Lobby C	25//10/4	831.63	538.90

Opening Size:IN W x H:92x106; **ID/OD:**I; **Mount:**WME;**Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**91.875

Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**90.6875; **Bracket:**M5.EXT Col:GR; **Chain Drop:**102.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**R; **Hembar:**Concealed-11/2" Standard Alum; **Hembar Sizes:**88.75; **Tube:**1.79;**Spline:**1; **LAM:**Y

H|W Ratio:1.2

28.00	1	MSMAN	MECHO5X MANUAL SHADES	Lobby D	25//10/4	1344.76	871.40

Opening Size:IN W x H:109x106; **ID/OD:**I; **Mount:**WME;**Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**108.875

Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**107.6875; **Bracket:**M5.EXT Col:GR; **Chain Drop:**102.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**R; **Hembar:**Concealed-11/2" Standard Alum; **Hembar Sizes:**106.; **Tube:**2.2;**Spline:**1; **LAM:**Y; **PULLF:**COMP

H|W Ratio:1.

29.00	1	MSMAN	MECHO5 MANUAL SHADES	Room 112A	25//10/4	343.21	222.40

Opening Size:IN W x H:40x72; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**39.875

Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**38.5625; **Bracket:**M5.WI Col:GR; **Chain Drop:**68.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**L; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**37.25; **Tube:**1.2; **Spline:**1

H|W Ratio:1.8

30.00	1	MSMAN	MECHO5 MANUAL SHADES	Room 112B	25//10/4	343.21	222.40

Opening Size:IN W x H:40x72; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**39.875

Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**38.5625; **Bracket:**M5.WI Col:GR; **Chain Drop:**68.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**R; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**37.25; **Tube:**1.2; **Spline:**1

H|W Ratio:1.8

31.00	1	MSMAN	MECHO5 MANUAL SHADES	Room 112C	25//10/4	343.21	222.40

Opening Size:IN W x H:40x72; **ID/OD:**I; **Mount:**WME; **Fas Shape:**SQ|CA; **Fas Cut Type:**COMP; **Fascia Sizes:**39.875

Fabric:1513.-Grey - 1500 - 3%; **Fabric Sizes:**38.5625; **Bracket:**M5.WI Col:GR; **Chain Drop:**68.; **Fab Face:**FACE; **Roll Dir:**REG; **Drive:**L; **Hembar:**Concealed-1 1/2" Standard Alum; **Hembar Sizes:**37.25; **Tube:**1.2; **Spline:**1

H|W Ratio:1.8

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https://p.widencdn.net/wagal8/Terms-and-Conditions-of-Sale.

Proposal Qualifications:
https://p.widencdn.net/trnfsv/Boiler-Plate-Language_1152020.

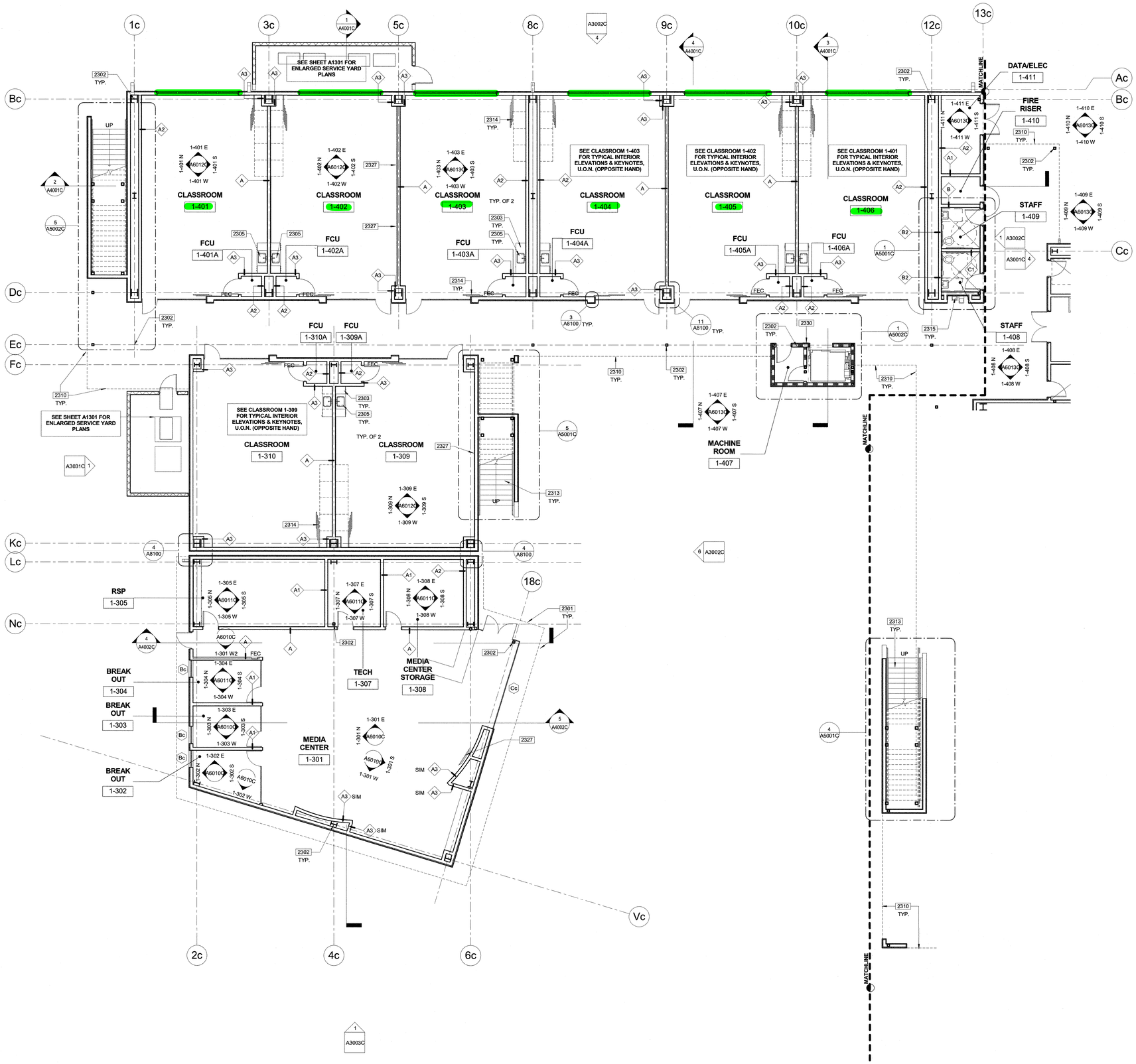
Total Bands:31 **Total Motors:** 0

Subtotal:	14,984.88
Discount:	5,274.70 -
Price After Discount:	9,710.18

Mecho
Corporate Headquarters
42-03 35th Street
Long Island City, NY 11101

T: +1 (718) 729-2020
F: +1 (718) 729-2941
E: Estimating@MechoShade.com
W: mechoshade.com

Sub Total = $ 9,710.18
Tax @ 8.25% = $ 849.64
Est Freight @ 15% = $ 1,456.53
Total = $12,016.35



FIRST FLOOR PLAN

0 4' 8' 16'

2300-GENERAL NOTES

1. REFER TO SHEET A9101 FOR FINISH SCHEDULE.
2. REFER TO INTERIOR ELEVATION FOR ALL WALL MOUNTED ITEMS AND CABINET TYPES.
3. REFER TO STRUCTURAL DRAWINGS FOR FRAMING OF OPENINGS.
4. PROVIDE METAL STUD BACKING AT ALL LOCATIONS OF WALL MOUNTED ITEMS INCLUDING, BUT NOT LIMITED TO CASEWORK,TOILET ACCESSORIES, OWNER PROVIDED ACCESSORIES, ELECTRICAL, FIRE ALARM DEVICES AND BRACKETS OF WALL MOUNTED EQUIPMENT.

2300- KEYNOTES

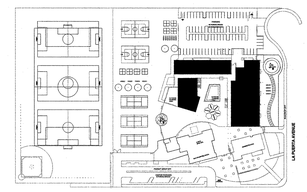
2301 LINE OF ROOF / AWNING ABOVE SHOWN DASHED.
2302 STEEL COLUMN, SEE STRUCTURAL DRAWINGS.
2303 PLASTIC LAMINATED CASEWORK & COUNTERTOP, SEE INTERIOR ELEVATIONS.
2305 PLUMBING FIXTURE, SEE PLUMBING DRAWINGS.
2310 LINE OF WALKWAY ABOVE SHOWN DASHED.
2313 STAIRS
2314 SLIDING MAGNETIC MARKER BOARDS ON SLIDING TRACK.
2315 HI-LOW ACCESSIBLE DRINKING FOUNTAIN, SEE PLUMBING DRAWINGS.
2327 TELEVISION. OWNER FURNISHED. CONTRACTOR INSTALLED.
2330 ELEVATOR SIGNAGE, SEE DETAIL 12/A8700.

LEGEND

NOTE: ALL SYMBOLS AND PATTERNS MAY NOT NECESSARILY OCCUR ON THIS SHEET.

- METAL STUD WALL FRAMING. SEE KEYNOTES AND WALL TYPES SHEET A8200 FOR ADDITIONAL INFORMATION
- 1 HR WALL PER DETAIL A4/A8200
- 60" DIA. ACCESSIBLE FLOOR SPACE LOCATION
- 30" X 48" ACCESSIBLE FLOOR SPACE LOCATION
- 60" X 60" ACCESSIBLE FLOOR SPACE LOCATION
- A — DENOTES ACCESSIBLE SPACE / FIXTURE
- FEC — FIRE EXTINGUISHER CABINET WITH 2A:10B:C FIRE EXTINGUISHER AND VALID CERTIFICATION TAG.
- ENCLOSED INACCESSIBLE AREA

KEY PLAN



CLIENT
OXNARD SCHOOL DISTRICT
220 S. Driskill St, Oxnard, CA 93030

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ISSUES

NO.	ISSUANCE	DATE

CONSULTANTS

AGENCY INFORMATION:

AGENCY TRACKING NO	FILE NO
72538-107	56-22

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SEAL

LICENSED ARCHITECT CRAIG ATKINSON C25301 REN. 4/21 STATE OF CALIFORNIA

PRIME CONSULTANT

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

PROJECT NO: 109990	
DRAWN BY: SCH	CHECKED BY: Checker
PROJECT MGR: Designer	APPROVED BY: Approver
SCALE: As indicated	DATE: 06/03/2019

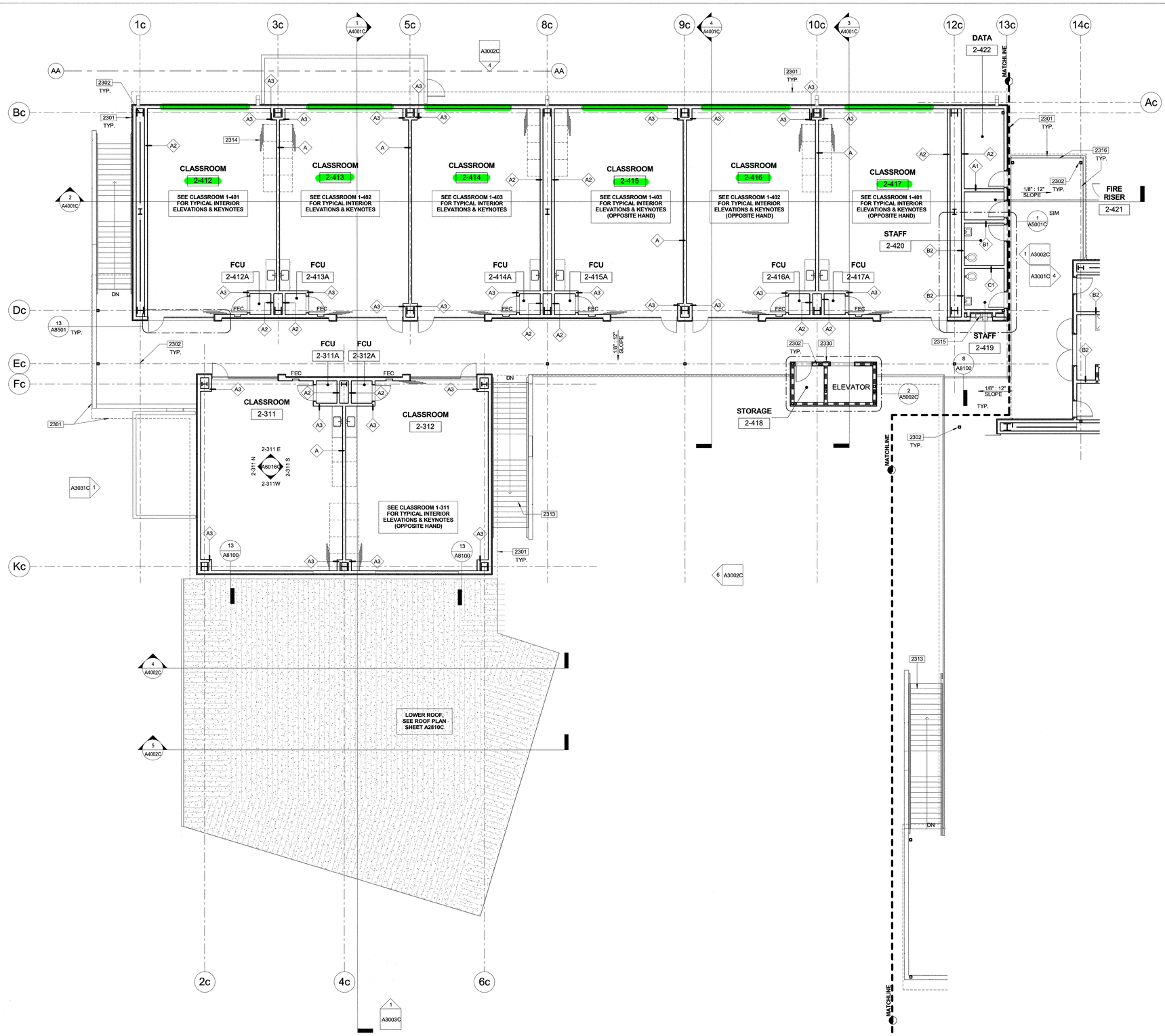
SHEET TITLE
BUILDING C - FIRST FLOOR PLAN - NORTH

SHEET NUMBER A2310C

ISSUE

SCALE CHECK 1 in 30mm

BIM 360://109990 - Rose Avenue Elementary/ATW-109990-RoseES-BLDG03-A-V16.rvt



SECOND FLOOR PLAN

2300-GENERAL NOTES

1. REFER TO SHEET A9101 FOR FINISH SCHEDULE.
2. REFER TO INTERIOR ELEVATION FOR ALL WALL MOUNTED ITEMS AND CABINET TYPES.
3. REFER TO STRUCTURAL DRAWINGS FOR FRAMING OF OPENINGS.
4. PROVIDE METAL STUD BACKING AT ALL LOCATIONS OF WALL MOUNTED ITEMS INCLUDING, BUT NOT LIMITED TO CASEWORK,TOILET ACCESSORIES, OWNER PROVIDED ACCESSORIES, ELECTRICAL, FIRE ALARM DEVICES AND BRACKETS OF WALL MOUNTED EQUIPMENT.

2300- KEYNOTES

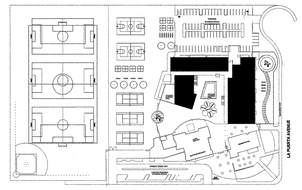
2301 LINE OF ROOF / AWNING ABOVE SHOWN DASHED.
2302 STEEL COLUMN, SEE STRUCTURAL DRAWINGS.
2313 STAIRS
2314 SLIDING MAGNETIC MARKER BOARDS ON SLIDING TRACK.
2315 HI-LOW ACCESSIBLE DRINKING FOUNTAIN, SEE PLUMBING DRAWINGS.
2316 GUARDRAIL
2317 WALKWAY
2330 ELEVATOR SIGNAGE, SEE DETAIL 12/A8700.

LEGEND

NOTE: ALL SYMBOLS AND PATTERNS MAY NOT NECESSARILY OCCUR ON THIS SHEET.

- METAL STUD WALL FRAMING. SEE KEYNOTES AND WALL TYPES SHEET A8200 FOR ADDITIONAL INFORMATION
- 1 HR WALL PER DETAIL A4/A8200
- 60" DIA. ACCESSIBLE FLOOR SPACE LOCATION
- 30" X 48" ACCESSIBLE FLOOR SPACE LOCATION
- 60" X 60" ACCESSIBLE FLOOR SPACE LOCATION
- A — DENOTES ACCESSIBLE SPACE / FIXTURE
- FEC — FIRE EXTINGUISHER CABINET WITH 2A:10B:C FIRE EXTINGUISHER AND VALID CERTIFICATION TAG.
- ENCLOSED INACCESSIBLE AREA

KEY PLAN



CLIENT

OXNARD SCHOOL DISTRICT

220 S. Driskill St, Oxnard, CA 93030

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IBI Group, A California Partnership
is a member of the IBI Group of companies

ISSUES

NO.	ISSUANCE	DATE

CONSULTANTS

AGENCY INFORMATION:

AGENCY TRACKING NO	FILE NO
72538-107	56-22

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
03-119284
ACCESS FLOOR PLANS By
DATE JUL 10 2019

SEAL

LICENSED ARCHITECT CRAIG ATKINSON 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: **SCH**	CHECKED BY: **Checker**
PROJECT MGR: **Designer**	APPROVED BY: **Approver**
SCALE: **As indicated**	DATE: **06/05/2019**

SHEET TITLE

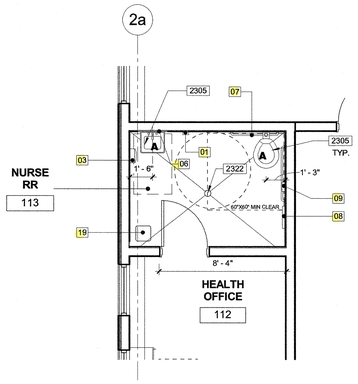
BUILDING C - SECOND FLOOR PLAN - NORTH

SHEET NUMBER **A2320C**

ISSUE

SCALE CHECK 1 in

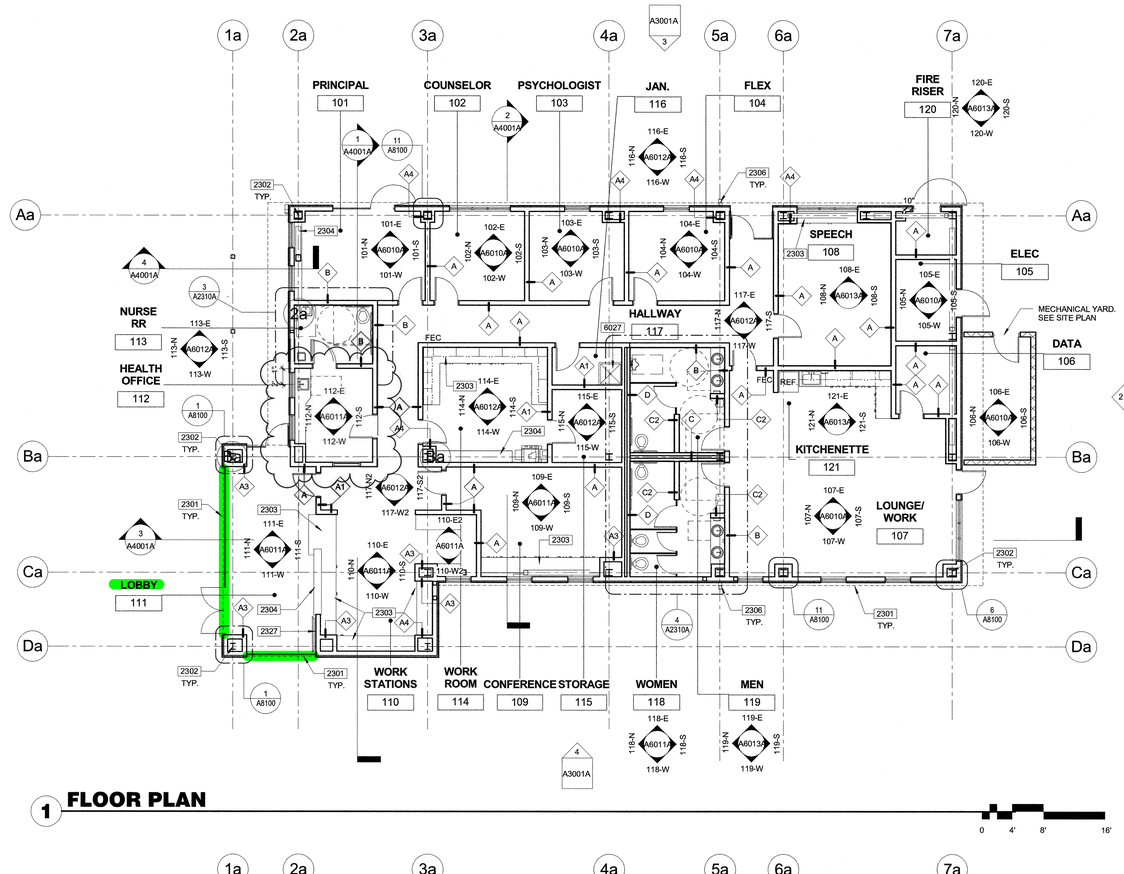
BIM 360://109990 - Rose Avenue Elementary/ATW-109990-RoseES-BLDG03-A-V19.rvt



3 NURSE RR - AGES (5-12)

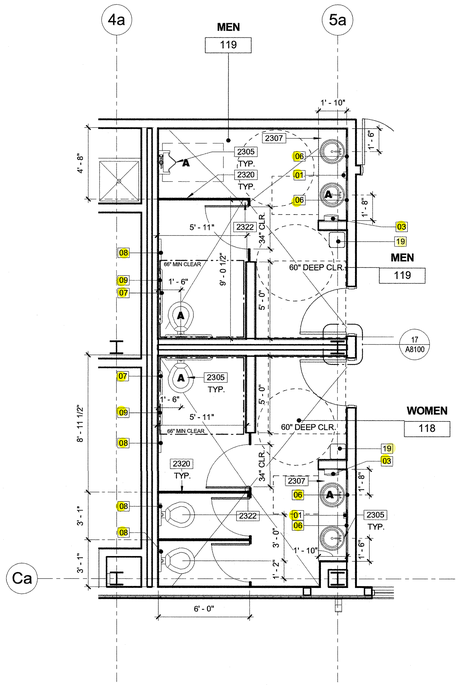
NOTE: REFER TO 8/A8700 FOR MOUNTING HEIGHTS.

0 2' 4' 8'



1 FLOOR PLAN

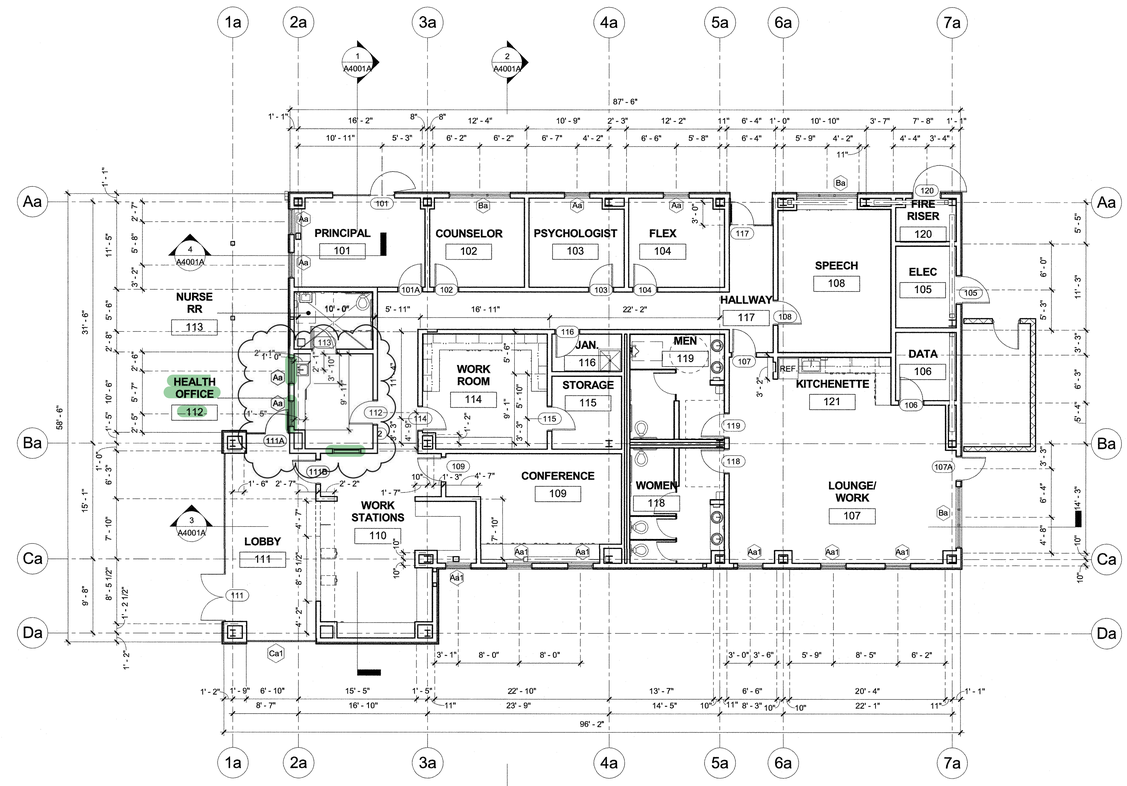
0 4' 8' 16'



4 RESTROOMS 118 AND 119 - ADULT

NOTE: REFER TO 8/A8700 FOR MOUNTING HEIGHTS.

0 2' 4' 8'



2 DIMENSION FLOOR PLAN

0 4' 8' 16'

2300-GENERAL NOTES

1. REFER TO SHEET A9101 FOR FINISH SCHEDULE.
2. REFER TO INTERIOR ELEVATION FOR ALL WALL MOUNTED ITEMS AND CABINET TYPES.
3. REFER TO STRUCTURAL DRAWINGS FOR FRAMING OF OPENINGS.
4. PROVIDE METAL STUD BACKING AT ALL LOCATIONS OF WALL MOUNTEDTEMS INCLUDING, BUT NOT LIMITED TO CASEWORK,TOILET ACCESSORIES, OWNER PROVIDED ACCESSORIES, ELECTRICAL, FIRE ALARM DEVICES AND BRACKETS OF WALL MOUNTED EQUIPMENT.
5. REFER TO 8/A8700 FOR MOUNTING HEIGHTS.

2300- KEYNOTES

2301 LINE OF ROOF / AWNING ABOVE SHOWN DASHED.
2302 STEEL COLUMN, SEE STRUCTURAL DRAWINGS.
2303 PLASTIC LAMINATED CASEWORK & COUNTERTOP, SEE INTERIOR ELEVATIONS.
2304 COUNTERTOP, SEE INTERIOR ELEVATIONS.
2305 PLUMBING FIXTURE, SEE PLUMBING DRAWINGS.
2306 DOWNSPOUT, SEE EXTERIOR ELEVATIONS.
2307 SOLID SURFACE COUNTERTOP, SEE INTERIOR ELEVATIONS.
2320 SOLID PLASTIC TOILET PARTITION, TYP.
2322 FLOOR DRAIN, SPD
2327 TELEVISION. OWNER FURNISHED. CONTRACTOR INSTALLED.

ACCESSORY LEGEND

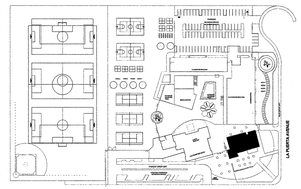
01 SURFACE-MOUNTED SOAP DISPENSER, OPCI
02 SURFACE-MOUNTED PAPER TOWEL DISPENSER, OPCI
03 SEMI-RECESSED PAPER TOWEL DISPENSER
06 18-INCH x 30-INCH MIRROR WITH STAINLESS STEEL WITH ANGLE FRAME
07 STAINLESS STEEL GRAB BAR, LENGTH AS REQUIRED FOR ACCESSIBLE STALLS
08 SURFACE-MOUNTED SEAT-COVER DISPENSER, OPCI
09 SEMI-RECESSED MULTI-ROLL TOILET TISSUE DISPENSER
14 TOILET PARTITION. SEE DETAIL 8/A8500 AND 19/A8700 FOR ADDITIONAL INFORMATION.
18 MOP-BROOM HOLDER W/ SHELF
19 WASTE CONTAINER. N.I.C

LEGEND

NOTE: ALL SYMBOLS AND PATTERNS MAY NOT NECESSARILY OCCUR ON THIS SHEET.

- METAL STUD WALL FRAMING. SEE KEYNOTES AND WALL TYPES SHEET ..... FOR ADDITIONAL INFORMATION
- 60" DIA. ACCESSIBLE FLOOR SPACE LOCATION
- 30" X 48" ACCESSIBLE FLOOR SPACE LOCATION
- 60" X 60" ACCESSIBLE FLOOR SPACE LOCATION
- 60" X 66" ACCESSIBLE FLOOR SPACE LOCATION
- A — DENOTES ACCESSIBLE SPACE / FIXTURE
- FEC — FIRE EXTINGUISHER CABINET

KEY PLAN



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OXNARD SCHOOL DISTRICT

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ISSUES

NO.	ISSUANCE	DATE

CONSULTANTS

AGENCY INFORMATION:

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AS SS FLS ACS SS
DATE JUL 10 2019

SEAL

LICENSED ARCHITECT
CRAIG ATKINSON
RENEWAL 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: 06/05/2019

SHEET TITLE

BUILDING A - FLOOR PLANS AND ENLARGED PLANS

SHEET NUMBER A2310A

ISSUE

SCALE CHECK 1 in

BIM 360://109990 - Rose Avenue Elementary/ATK-109990-RoseES-BLDG01-A-V18.rvt

	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

Change Order Request #: 435

Date: 9-15-2025

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

The Contract is changed as follows:

Reference Cost Event 365 – CDR 435 – Fixture Flushing and Flushometer Diaphragm Replacement Flush all building fixtures to remove debris and discoloration. Replace damaged diaphragms on the flushometers.	$ **2,459.00**

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

☑ The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2025-09-15	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	9-15-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

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

Description of Work:

Reference Cost Event 365 – CDR 435 – Fixture Flushing and Flushometer Diaphragm Replacement

Flush all building fixtures to remove debris and discoloration. Replace damaged diaphragms on the flushometers.

A.	**Subcontractor's Cost**			
	Boneso Brothers	$	2,270.05	
			Subtotal B:	**$ 2,270.05**
B.	**General Contractor's Cost**			
	Material (See attached supporting documentation.)	$	-	
	Taxes at 9.5% of Material	$	-	
	Labor (includes Fringe Benefits)	$	-	
	Payroll Taxes and Insurances at 9.5% of Labor		included above	
	Construction Equipment (see attached supporting documentation)	$	-	
			Subtotal C:	**$ -**
C.	**General Contractor's Overhead and Profit***	* N/A for Contingency Draw Requests		
	Overhead & Profit 5% of Subtotal A	$	113.50	
	Overhead & Profit 10% of Subtotal C	$	-	
			Subtotal C:	**$ 113.50**
D.	**Bond at 1%**		**Subtotal D:**	**$ 24.59**
E.	**Builders Risk Insurance at 1%**		**Subtotal E:**	**$ 24.59**
F.	**General Liability at 1.04%**		**Subtotal F:**	**$ 25.57**
	Grand Total = (A + B + C + D + E + F)			**$ 2,459.00**

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

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2025-09-15

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

Project No. 328

Rose Ave

DATE: 6/13/2025

PTC: Boneso Brothers Const.

COST PROPOSAL #: 22

COST PROPOSAL

DESCRIPTION OF CHANGE: CE#365 Flush T&M. Flush water through all fixtures at building untl clear from debris and discoloration.
Replaced 9/11 damaged diaphrams to the flushometers

Note:

ITEM DESCRIPTION	MATERIAL			LABOR			EQUIPMENT		
	QUANTITY	UNIT COST	EXTENSION	QUANTITY	RATE	EXTENSION	QUANTITY	UNIT COST	EXTENSION
David Veronica			$0.00	8.00	$106.94	$855.52			
Anthony Alamillo				8.00	$65.29	$522.32			
Anthony Macri				2.00	$106.94	$213.88			
Materials per recap	1	$432.00	$432.00						
SUB TOTALS			$432.00			$1,591.72			$0.00

PTC MATERIAL	$432.00	
PTC SALES TAX (9.25%)	$39.96	
PTC LABOR	$1,591.72	
PTC LABOR BURDEN (_____%)	$0.00	
PTC EQUIPMENT	$0.00	
PTC SUBTOTAL DIRECT COSTS	$2,063.68	
SHIPPING	$0.00	
MATERIAL/EQUIPMENT FEE ON DIRECT COSTS (10%)	$47.20	
LABOR FEE ON DIRECT COSTS (10%)	$159.17	
SUBTOTAL		**$2,270.05**
SUB CONTRACTORS-SEE ATTACHED		
SUBCONTRACTOR INSULATION	$0.00	
SUBCONTRACTOR SALES TAX	$0.00	
SUBCONTRACTOR	$0.00	
SUBCONTRACTOR LABOR	$0.00	
SUBCONTRACTOR LABOR	$0.00	
SUBCONTRACTOR LABOR	$0.00	
SUBCONTRACTOR LABOR	$0.00	
SUBCONTRACTOR LABOR BURDEN (_____%)	$0.00	
SUBCONTRACTOR EQUIPMENT	$0.00	
SUBCONTRACTOR SUBTOTAL DIRECT COSTS	$0.00	
SUBCONTRACTOR FEE ON DIRECT COSTS	$0.00	
10% PTC FEE ON SUBCONTRACTOR DIRECT COSTS	$0.00	
Total for Sub		**$0.00**
SUBTOTAL		**$2,270.05**
TOTAL		**$2,270.05**

PREPARED & **SUBMITTED** BY: Brian Berminghm

TITLE Controller

In addition to the change order requests referenced above, Boneso Brothers also reserves its rights to seek additional compensation for time-related damages and other impacts, as well as extra contract performance time, as delineated in all emails and correspondences to date noting such.

Boneso Plumbing and Mechanical

Recap with Total Cost

Project Name: **HP-1253 Rose Ave School**

Bid ID: **HP-1253**

Report Time: **6/13/2025 8:19 AM**

Profile Name: **Standard**

Labor Book:

Scoped By: **Base Bid; Drawing: ALL; System: ALL; Line: T&M 6-12-25 Fixture Flush; Report Category: ALL;**

AutoBid Version: 2021 v1

Boneso Plumbing and Mechanical
Recap with Total Cost

There were 18 calculation messages.

Project Name: HP-1253 Rose Ave School

Page 1 of 1

Bid ID: HP-1253

Report Time: 6/13/25 8:19 AM

Data Calculated: 6/13/2025 8:09:23 AM

Base Bid; Drawing: ALL; System: ALL; Line: T&M 6-12-25 Fixture Flush; Report Category: ALL;

Item

Item -

Material Multiplier: **Item Net -**

Item	Size	Quantity	Price	Mat. Cost	Unit Lab Hr	Total Hrs	Labor Cost	Total Cost
Sloan 1.28 GPM Rebuild Kit								
		9	48.00	432.00	0.00	0	0	432
Item - Totals:								
		9		**432**		**0**	**0**	**432**
Item Totals:		**9**		**432**		**0**	**0**	**432**

	Material Cost	Total Hrs	Labor Cost	Total Cost
Grand Totals	**$432**	**0**	**$0**	**$432**

* Items flagged with an asterisk may have their price and labor overwritten in Excel's Rapid Reports

TIME & MATERIAL
WORK AUTHORIZATION

P.O. BOX 932
PASO ROBLES, CA 93447

Boneso Brothers
CONSTRUCTION, INC.
Lic.# 769190

PAYABLE IN FULL ON RECEIPT. IN THE EVENT OF DEFAULT IN PAYMENT IN FULL OF THE AMOUNT BELOW FOR 30 DAYS AFTER INVOICE DATE, REASONABLE ATTORNEY'S FEES, COLLECTION COSTS, AND INTEREST AT THE RATE OF 18% PER ANNUM SIMPLE INTEREST ARE ALSO COLLECTIBLE WHEN PREVIOUSLY AGREED; OTHERWISE, AS ALLOWED BY LAW.

PHONE: (805) 227-4450
FAX: (805) 227-4502

BILL TO: NAME: Balfour Beatty
DATE: 6-12-25

ADDRESS OR CUST. CODE: ZIP
CUST. P.O.

HOME TELEPHONE | WORK TELEPHONE
CUST. JOB NO.

WORK LOCATION NAME: Rose Avenue Elementary
B.B.C. JOB NO.

ADDRESS: ZIP
QUOTED PRICE $

WORK AUTHORIZED BY: Alex Garcia TELEPHONE

WORK ORDER GIVEN TO: Boneso Brothers Construction DATE: 6-12-25
COMPLETION DATE

WORK DESCRIPTION

FLUSH WATER THROUGH ALL FIXTURES AT ALL BUILDINGS UNTIL CLEAR FROM DEBRIS AND DISCOLORATION. REPLACED 9/11 DAMAGED DIAPHRAMS TO THE FLUSHOMETERS.

DAVID VERONICA 8 HRS
ANTHONY ALAMILLO 8 HRS
ANTHONY MACRI 2 HRS

SALES CODE	QUANTITY	SIZE	DESCRIPTION	AMOUNT

for Tim Hott

WA #:

WORK AUTHORIZED & APPROVED FOR PAYMENT BY
Name:
Signature:

DATE

	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

Change Order Request #: 437

Date: 9-23-2025

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

The Contract is changed as follows:

Reference Cost Event 365 – CDR 437 – Electrical Revisions for Double Dutch Oven Provide new conduit run and dedicated circuits for the double-stacked Dutch oven, per EEoR direction to feed from LK200-33 and LK200-35 in addition to existing circuits LK200-12 and LK200-19. Scope includes furnishing and installing new breakers and terminating circuits.	$ 11,570.00

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

☑ The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2025-09-23	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	9-23-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

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

Description of Work:

Reference Cost Event 365 – CDR 437 – Electrical Revisions for Double Dutch Oven

Provide new conduit run and dedicated circuits for the double-stacked Dutch oven, per EEoR direction to feed from LK200-33 and LK200-35 in addition to existing circuits LK200-12 and LK200-19. Scope includes furnishing and installing new breakers and terminating circuits.

A.	**Subcontractor's Cost**			
	Taft Electric	$	10,684.00	
			Subtotal B:	**$ 10,684.00**
B.	**General Contractor's Cost**			
	Material (See attached supporting documentation.)	$	-	
	Taxes at 9.5% of Material	$	-	
	Labor (includes Fringe Benefits)	$	-	
	Payroll Taxes and Insurances at 9.5% of Labor		included above	
	Construction Equipment (see attached supporting documentation)	$	-	
			Subtotal C:	**$ -**
C.	**General Contractor's Overhead and Profit***	* N/A for Contingency Draw Requests		
	Overhead & Profit 5% of Subtotal A	$	534.20	
	Overhead & Profit 10% of Subtotal C	$	-	
			Subtotal C:	**$ 534.20**
D.	**Bond at 1%**		**Subtotal D:**	**$ 115.70**
E.	**Builders Risk Insurance at 1%**		**Subtotal E:**	**$ 115.70**
F.	**General Liability at 1.04%**		**Subtotal F:**	**$ 120.33**
	Grand Total = (A + B + C + D + E + F)			**$ 11,570.00**

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

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2025-09-23

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 #51

GFCI Tripping on Double Dutch

To:	Raphael Alamillo Project Manager Balfour Betty 300 E. Esplanade Drive #1120 Oxnard, CA 93036	**From:**	Tomas Lopez
Phone:	(805) 206-8614	**Phone:**	(805) 833-0204
Email:	RAlamillo@balfourbettyus.com	**Email:**	tlopez@taftelectric.com
CC:		**Date Issued:**	9/23/2025

Requested Amount:	$	10,684.00

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

COR #051 GFCI Tripping on Double Dutch Oven Circuit.
Require a new conduit run. This would require additional time and materials. We will also need to shut down the panel to install new breakers and terminate if there is available room.

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:

Tom Lopez — Date
Division Manager
Taft Electric Company

Approved By:

Rafael Alamillo — Date
Project Manager
Balfour Betty Corporation

TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: Rose Ave Elementary JOB# 20-2338 TEC COR#: 51

CUST RFP#: RFI 625

COR DESCRIPTION: DATE: 9/18/2025

GFCI Tripping on Double Dutch Oven Circuit

TAKE OFF		
DESCRIPTION	MATERIAL	HOURS
Conest	$1,742.29	48.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$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	**$1,742.29**	**48.00**

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
3.00%	CONSUMABLES	$52.27
9.25%	SALES TAX	$166.00
3.00%	MATERIAL HANDLING	$58.82
0.00%		$0.00
	SUBTOTAL MATERIAL	**$2,019.37**
10.00%	OVERHEAD & PROFIT	$201.94
	TOTAL TAKEOFF MATERIAL	**$2,221.31**

QUOTED MATERIAL		
VENDOR	DESCRIPTION	AMOUNT
ECX32-A		$140.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL QUOTES	**$140.00**
9.25%	SALES TAX	$12.95
3.00%	MATERIAL HANDLING	$4.59
0.00%		$0.00
0.00%		$0.00
	SUBTOTAL QUOTES	**$157.54**
10.00%	OVERHEAD & PROFIT	$15.75
	TOTAL QUOTES	**$173.29**

SUBCONTRACTORS		
VENDOR	DESCRIPTION	AMOUNT
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL SUBCONTRACTS	**$0.00**
10.00%	OVERHEAD & PROFIT	$0.00
	TOTAL SUBCONTRACTS	**$0.00**

LABOR EXPENSES			
TYPE	HOURS	RATE	AMOUNT
Reg Shift Foreman	0.00		$0.00
Full OT Foreman	24.00	$151.00	$3,624.00
OT Prem Foreman	0.00		$0.00
DT Prem Foreman	24.00	$163.00	$3,912.00
OT Shift Foreman	0.00		$0.00
Reg Shift JW	0.00		$0.00
Full OT JW	0.00		$0.00
OT Prem Crew	0.00		$0.00
DT Prem Crew	0.00		$0.00
OT Shift Crew	0.00		$0.00
CAD Drafter	0.00		$0.00
Apprentice 70%	0.00		$0.00
Full Apprentice OT	0.00		$0.00
0.00%			$0.00
0.00%			$0.00
	SUBTOTAL LABOR		**$7,536.00**
10.00%	OVERHEAD & PROFIT		$753.60
	TOTAL LABOR		**$8,289.60**

DIRECT JOB EXPENSES		
%	DESCRIPTION	AMOUNT
0.00%	AS BUILTS / O&M'S	$0.00
0.00%	PERMIT FEES	$0.00
0.00%	ESTIMATING	$0.00
0.00%	CAD / DRAFTING	$0.00
0.00%	REPRODUCTION COSTS	$0.00
0.00%	TOOLING RENTAL	$0.00
0.00%	Roto Hammer	$0.00
0.00%	Fuel Surcharge	$0.00
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	**$0.00**
10.00%	OVERHEAD & PROFIT	$0.00
	TOTAL DJE	**$0.00**

CHANGE REQUEST SUMMARY		
	TAKEOFF MATERIAL	$2,221.31
	QUOTED MATERIAL	$173.29
	SUBCONTRACTORS	$0.00
	LABOR EXPENSES	$8,289.60
	DIRECT JOB EXPENSES	$0.00
	SUBTOTAL CHANGE REQUEST	**$10,684.20**
0.00%	Bond	$0.00
	CHANGE PROPOSAL TOTAL	**$10,684**

Job ID:
Project:

Takeoff

Vendor: COST **Labor Level:** TAFT **14 Aug 2025 20:29:53**

Region:

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
TITLE	80.00		M	3/4	EMT + FITTINGS	0.0000	0.00
10047	80.00	FT	M	3/4	EMT	1.2183	97.47
30139	8.00	EA	M	3/4	EMT STEEL-COMP COUPLING	2.1987	17.59
30219	10.00	EA	M	3/4	EMT STEEL COMP CONNECTOR	1.9054	19.05
240035	10.00	EA	M	3/4	EMT STRUT CLAMP GALV	0.7437	7.44
30555	4.00	EA	M	3/4	EMT LB CONDUIT BODY	21.5094	86.04
30599	4.00	EA	M	3/4	EMT CONDUIT BODY CVR	6.3428	25.37
TITLE	4.00		M	2-1/8 DEEP	BOX 4S 1 GANG	0.0000	0.00
150041	4.00	EA	M	2-1/8"D 30.3-CI	4"SQ CMB-KO NO BRKT	11.1594	44.64
160724	4.00	EA	M	16"	WALL BOX HANGER + BRACKET	14.5858	58.34
150061	4.00	EA	M	3/4"RISE 5.8-CI	1G 4"SQ PLASTER-RING	5.8373	23.35
160575	24.00	EA	M	#10 x 1"	TEK SCREW	0.0292	0.70
100080	4.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.8000	3.20
100095	1.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1661	0.17
100094	4.00	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1606	0.64
100269	8.00	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0009	0.01
70034	700.00	FT	M	10	THHN/THWN CU (STR)	1.3611	952.77
180706	2.00	EA	M	20/2	PLUG-IN BREAKER	36.2700	72.54
TITLE	4.00		M		GFI WP	0.0000	0.00
140027	4.00	EA	M	20A	DX GFCI REC WEATHER RESIST	38.4000	153.60
140636	4.00	EA	M	VERT	1G WP GFCI RECEPT PLATE	12.0819	48.33
150041	4.00	EA	M	2-1/8"D 30.3-CI	4"SQ CMB-KO NO BRKT	11.1594	44.64
160724	4.00	EA	M	16"	WALL BOX HANGER + BRACKET	14.5858	58.34
150061	4.00	EA	M	3/4"RISE 5.8-CI	1G 4"SQ PLASTER-RING	5.8373	23.35
160575	24.00	EA	M	#10 x 1"	TEK SCREW	0.0292	0.70
100080	4.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.8000	3.20
100095	1.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1661	0.17

Taft Electric Company
1694 Eastman Avenue
Ventura, CA 93003
Phone: 805-642-0121
Web: www.taftelectric.com

Region: COR-053

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
100094	4.00	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1606	0.64
100269	8.00	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0009	0.01
10215	8.00	EA	M	3/4	CONDUIT CUT & THREAD	0.0000	0.00
					Phase Totals:		**1,742.29**
					Job Totals:		**1,742.29**

RFI #--625

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

GFCI Tripping on Double Dutch Oven Circuit

TO:	Ruben Ruiz **(Arcadis)**	**FROM:**	Filbert Carbajal **(Balfour Beatty)** 300 E. Esplanade Drive #1220 Oxnard, California 93036
DATE INITIATED:	08/12/2025	**STATUS:**	Open
LOCATION:	BUILDING B>FLOOR 1>210 KITCHEN/SERVING	**DUE DATE:**	08/19/2025
PROJECT STAGE:	3. Construction	**COST CODE:**	
SUB JOB:	001 Construction	**SCHEDULE IMPACT:**	TBD
COST IMPACT:	TBD	**SPEC SECTION:**	11 40 00 - Food Service Equipment
DRAWING NUMBER:		**REFERENCE:**	
LINKED DRAWINGS:			
RECEIVED FROM:			
COPIES TO:			

Question from Filbert Carbajal (Balfour Beatty) at 12:17 PM on 08/12/2025

The double Dutch oven near the kitchen's roll-down door is causing the GFCI outlets on panel LK 200, circuit 12, to trip and will not reset. The kitchen manager reported all ovens turned on initially, but this oven shut off within 30 seconds. TriMark suggested the startup surge may be causing the trip. However, per the Montague HX2-63A installation manual, ovens with a 115 VAC – 60Hz single-phase rating are factory-supplied with a three-wire cord and three-prong plug and require a separate 15-amp supply for each oven. Given that these units are double stacked, each must have its own dedicated circuit. Please advise on how to proceed.

Awaiting an Official Response

All Replies:

Please refer to EEoR response.
"*They can feed the ovens from LK200-33 and 35 in addition to existing circuits LK200-12 and 19.*"

As point of clarification, per OAC meting on 08/13/2205, outlets to be GFI rated.

Ruben R.
Arcadis
08/13/2025

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

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

Ruiz, Ruben

From: Bahram Roshanian <Bahram@roshanian.com>
Sent: Tuesday, August 12, 2025 2:11 PM
To: Ruiz, Ruben; Carbajal, Filbert
Cc: Bennett, Mark; Marcos Lopez; sburkett@cfwinc.com; Gerald Schober (gschober@cfwinc.com); Kanani, Janvi; Chhan, Danny; Tim Hoyt; Kuykendall, Dennis; Alamillo, Rafael; Garcia, Alex
Subject: RE: Rose Ave ES_RFI 625 GFCI Tripping on Double Dutch Oven Circuit - RFI:625:kG4Z3

Categories: Filed by Newforma

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They can feed the ovens from LK200-33 and 35 in addition to existing circuits LK200-12 and 19.

Bahram Roshanian, MSEE, MBA, P.E.
Principal

roshanian &associates
38 years engineering
Roshanian and Associates, Inc.
24007 Ventura Blvd., Ste. 134
Calabasas, CA 91302
T: (323) 933-5252
F: (323) 933-5589

M:(818) 631-2847
About | LinkedIn | Facebook | Twitter |

From: Ruiz, Ruben <ruben.ruiz@arcadis.com>
Sent: Tuesday, August 12, 2025 12:57 PM
To: Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>
Cc: Bennett, Mark <mbennett@oxnardsd.org>; Marcos Lopez <m6lopez@oxnardsd.org>; sburkett@cfwinc.com; Gerald Schober (gschober@cfwinc.com) <gschober@cfwinc.com>; Kanani, Janvi <janvi.kanani@arcadis.com>; Chhan, Danny <danny.chhan@arcadis.com>; Tim Hoyt <timhoyt5@yahoo.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>; Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Bahram Roshanian <Bahram@roshanian.com>
Subject: RE: Rose Ave ES_RFI 625 GFCI Tripping on Double Dutch Oven Circuit

Filbert / Alex,
Is there space in the Panel for a dedicated circuit?

Ruben Ruiz – LEED GA
Project Manager

From: Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>
Sent: Tuesday, August 12, 2025 12:50 PM
To: Ruiz, Ruben <ruben.ruiz@arcadis.com>
Cc: Bennett, Mark <mbennett@oxnardsd.org>; Marcos Lopez <m6lopez@oxnardsd.org>; sburkett@cfwinc.com; Gerald Schober (gschober@cfwinc.com) <gschober@cfwinc.com>; Kanani, Janvi <janvi.kanani@arcadis.com>; Chhan, Danny <danny.chhan@arcadis.com>; Tim Hoyt <timhoyt5@yahoo.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>; Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com
Subject: RE: Rose Ave ES_RFI 625 GFCI Tripping on Double Dutch Oven Circuit

Arcadis Warning: Exercise caution with email messages from external sources such as this message. Always verify the sender and avoid clicking on links or scanning QR codes unless certain of their authenticity.

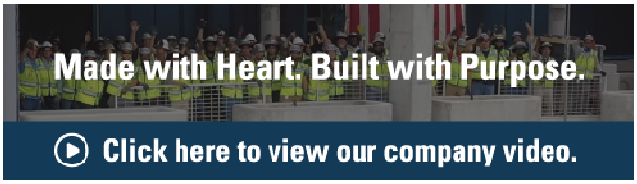
Ruben,

Please disregard the previous submitted RFI 625 GFCI Tripping on Double Dutch Oven Circuit. The revised RFI is attached for your review.

Thank you,

Filbert Carbajal
SENIOR PROJECT ENGINEER | Balfour Beatty
C: 805-266-1052
E: fcarbajal@balfourbeattyus.com | www.balfourbeattyus.com
300 E. Esplanade Drive, Suite 1220, Oxnard, CA 93036

Balfour Beatty



From: Carbajal, Filbert
Sent: Tuesday, August 12, 2025 12:19
To: Ruben Ruiz <ruben.ruiz@arcadis.com>
Cc: Bennett, Mark <mbennett@oxnardsd.org>; Marcos Lopez <m6lopez@oxnardsd.org>; sburkett@cfwinc.com; Gerald Schober (gschober@cfwinc.com) <gschober@cfwinc.com>; Kanani, Janvi <janvi.kanani@arcadis.com>; Chhan, Danny <danny.chhan@arcadis.com>; Tim Hoyt <timhoyt5@yahoo.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>; Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; 15650000 Rose K5 Reconstruction

<15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com
Subject: Rose Ave ES_RFI 625 GFCI Tripping on Double Dutch Oven Circuit

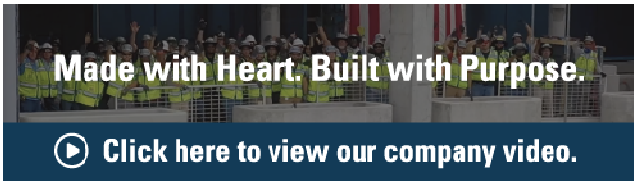
Ruben,

Please see attached RFI 625 GFCI Tripping on Double Dutch Oven Circuit for your review.

Thank you,

Filbert Carbajal
SENIOR PROJECT ENGINEER | Balfour Beatty
C: 805-266-1052
E: fcarbajal@balfourbeattyus.com | www.balfourbeattyus.com
300 E. Esplanade Drive, Suite 1220, Oxnard, CA 93036

Balfour Beatty



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DUPLICATE

ALL PHASE - OXNARD
ALL PHASE ELECTRIC SUPPLY CO.
221 LOMBARD STREET
OXNARD, CA 93030
T:805 485-2153 F:805 485-5930

INVOICE NO.	INVOICE DATE
5665-1072863	08/27/25

PLEASE SHOW INVOICE NO. AND REMIT TO:

PO Box 847106
Los Angeles, CA 90084-7106

SOLD TO: TAFT ELECTRIC
1694 EASTMAN AVENUE
VENTURA, CA 93006

SHIP TO: TAFT ELECTRIC
221 LOMBARD STREET
OXNARD, CA 93030

3RDPTY-EMAILED/SENT EDI

ACCOUNT NO.	JOB NAME AND ADDRESS	CUSTOMER ORDER NO.
JW-82902 TAFT ELECTRIC	FRANK 805-826-2575	20-2338-Q052

SALESPERSON	SHIPPING INFORMATION	SHIP VIA	SHIP DATE
2015 SC	PREPAID	WILL CALL	08/27/25

	QUANTITY ORDERED	PRODUCT CODE	DESCRIPTION	CODE	QUANTITY SHIPPED	PRICE	PER	DISC.	EXTENSION	C/D
T	1	MISC	ECX32-A PLUS FREIGHT	CONTACTOR	1	140.00	E		140.00	X

TITLE TO MERCHANDISE AND RISK OF LOSS OR DAMAGE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.
MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THROUGH ERROR ON OUR PART.
A SERVICE CHARGE OF 1 ½% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY APPLICABLE STATE LAW, WILL BE MADE ON ALL PAST DUE ACCOUNTS.
THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE.

CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES.
B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO

NET PAYMENT IS DUE BY THE 15TH OF THE MONTH FOLLOWING PURCHASE

MERCHANDISE		140.00
SALES TAX	9.250	12.95
SHIPPING CHARGE		.00
TOTAL DUE		152.95

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

Change Order Request #: 438

Date: 9-23-2025

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

The Contract is changed as follows:

Reference Cost Event 365 – CDR 438 – Electrical Revisions for Building A Teacher's Lounge Provide two new dedicated electrical circuits in Building A Teacher's Lounge per RFI response. Circuit L100-33 to serve the microwave mounted at 42" AFF, and circuit L100-32 to serve Refrigerator #2. Scope includes updating panel schedules, installing conduit, wiring, breakers, and terminations.	$ 4,548.00

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

☑ The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2025-09-23	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	9-23-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

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

Description of Work:

Reference Cost Event 365 – CDR 438 – Electrical Revisions for Building A Teacher's Lounge

Provide two new dedicated electrical circuits in Building A Teacher's Lounge per RFI response. Circuit L100-33 to serve the microwave mounted at 42" AFF, and circuit L100-32 to serve Refrigerator #2. Scope includes updating panel schedules, installing conduit, wiring, breakers, and terminations.

A.	**Subcontractor's Cost**				
	Taft Electric	$	4,199.00		
			Subtotal B:	**$**	**4,199.00**
B.	**General Contractor's Cost**				
	Material (See attached supporting documentation.)	$	-		
	Taxes at 9.5% of Material	$	-		
	Labor (includes Fringe Benefits)	$	-		
	Payroll Taxes and Insurances at 9.5% of Labor		included above		
	Construction Equipment (see attached supporting documentation)	$	-		
			Subtotal C:	**$**	**-**
C.	**General Contractor's Overhead and Profit***	* N/A for Contingency Draw Requests			
	Overhead & Profit 5% of Subtotal A	$	209.95		
	Overhead & Profit 10% of Subtotal C	$	-		
			Subtotal C:	**$**	**209.95**
D.	**Bond at 1%**		**Subtotal D:**	**$**	**45.48**
E.	**Builders Risk Insurance at 1%**		**Subtotal E:**	**$**	**45.48**
F.	**General Liability at 1.04%**		**Subtotal F:**	**$**	**47.30**
	Grand Total = (A + B + C + D + E + F)			**$**	**4,548.00**

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

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2025-09-23

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 #53

Clarification on Added Electrical Circuits

To:	Raphael Alamillo Project Manager Balfour Betty 300 E. Esplanade Drive #1120 Oxnard, CA 93036	**From:**	Tomas Lopez
Phone:	(805) 206-8614	**Phone:**	(805) 833-0204
Email:	RAlamillo@balfourbettyus.com	**Email:**	tlopez@taftelectric.com
CC:		**Date Issued:**	9/18/2025

Requested Amount:	$	4,199.00

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

COR #053 Clarification on Added Electrical Circuits
Require two new dedicated circuits to relieve load in Teacher's Lounge.

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:

Tom Lopez — Date
Division Manager
Taft Electric Company

Approved By:

Rafael Alamillo — Date
Project Manager
Balfour Betty Corporation

TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: Rose Ave Elementary JOB# 20-2338 TEC COR#: 53

CUST RFP#: RFI 629

COR DESCRIPTION: DATE: 9/18/2025

Clarification on Added Electrical Circuits

TAKE OFF		
DESCRIPTION	MATERIAL	HOURS
Conest	$1,126.02	16.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$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	**$1,126.02**	**16.00**

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
3.00%	CONSUMABLES	$33.78
9.25%	SALES TAX	$107.28
3.00%	MATERIAL HANDLING	$38.01
0.00%		$0.00
	SUBTOTAL MATERIAL	**$1,305.09**
10.00%	OVERHEAD & PROFIT	$130.51
	TOTAL TAKEOFF MATERIAL	**$1,435.60**

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
3.00%	MATERIAL HANDLING	$0.00
0.00%		$0.00
0.00%		$0.00
	SUBTOTAL QUOTES	**$0.00**
10.00%	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	0.00		$0.00
Full OT Foreman	8.00	$151.00	$1,208.00
OT Prem Foreman	8.00	$163.00	$1,304.00
DT Prem Foreman	0.00		$0.00
OT Shift Foreman	0.00		$0.00
Reg Shift JW	0.00		$0.00
Full OT JW	0.00		$0.00
OT Prem Crew	0.00		$0.00
DT Prem Crew	0.00		$0.00
OT Shift Crew	0.00		$0.00
CAD Drafter	0.00		$0.00
Apprentice 70%	0.00		$0.00
Full Apprentice OT	0.00		$0.00
0.00%			$0.00
0.00%			$0.00
	SUBTOTAL LABOR		**$2,512.00**
10.00%	OVERHEAD & PROFIT		$251.20
	TOTAL LABOR		**$2,763.20**

DIRECT JOB EXPENSES		
%	DESCRIPTION	AMOUNT
0.00%	AS BUILTS / O&M'S	$0.00
0.00%	PERMIT FEES	$0.00
0.00%	ESTIMATING	$0.00
0.00%	CAD / DRAFTING	$0.00
0.00%	REPRODUCTION COSTS	$0.00
0.00%	TOOLING RENTAL	$0.00
0.00%	Roto Hammer	$0.00
0.00%	Fuel Surcharge	$0.00
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	**$0.00**
10.00%	OVERHEAD & PROFIT	$0.00
	TOTAL DJE	**$0.00**

CHANGE REQUEST SUMMARY		
	TAKEOFF MATERIAL	$1,435.60
	QUOTED MATERIAL	$0.00
	SUBCONTRACTORS	$0.00
	LABOR EXPENSES	$2,763.20
	DIRECT JOB EXPENSES	$0.00
	SUBTOTAL CHANGE REQUEST	**$4,198.80**
0.00%	Bond	$0.00
	CHANGE PROPOSAL TOTAL	**$4,199**

Job ID: 8022073 AYALA HS PE12
Project: 20-23

Takeoff

Vendor: COST **Labor Level:** **18 Sep 2025 10:43:18**

Region: COR-053

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
180389	2.00	EA	M	20/1	BOLT-ON BREAKERS-277V	252.8132	505.63
TITLE	40.00		M	3/4	EMT + FITTINGS	0.0000	0.00
10047	40.00	FT	M	3/4	EMT	1.2183	48.73
30139	4.00	EA	M	3/4	EMT STEEL-COMP COUPLING	2.1987	8.79
30219	2.00	EA	M	3/4	EMT STEEL COMP CONNECTOR	1.9054	3.81
240035	5.00	EA	M	3/4	EMT STRUT CLAMP GALV	0.7437	3.72
70034	240.00	FT	M	10	THHN/THWN CU (STR)	1.3883	333.20
70115	120.00	FT	M	12.	GREEN THHN CU (GRD 20A)	1.0590	127.08
TITLE	2.00		M		DX	0.0000	0.00
140016	2.00	EA	M	20A	DX RECEPT SPECIFICATION GRADE	13.6400	27.28
140544	2.00	EA	M	1-DUPLEX	1G STAINLESS STEEL PLATE	1.0900	2.18
150041	2.00	EA	M	2-1/8"D 30.3-CI	4"SQ CMB-KO NO BRKT	11.1594	22.32
160724	2.00	EA	M	16"	WALL BOX HANGER + BRACKET	14.5858	29.17
150061	2.00	EA	M	3/4"RISE 5.8-CI	1G 4"SQ PLASTER-RING	5.8373	11.67
160575	12.00	EA	M	#10 x 1"	TEK SCREW	0.0292	0.35
100080	2.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.8000	1.60
100095	1.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1661	0.17
100094	2.00	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1606	0.32
100269	4.00	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0009	0.00
					Phase Totals:		**1,126.02**
					Job Totals:		**1,126.02**

RFI #--629

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 A Teachers' Lounge – Clarification on Added Electrical Circuits

TO:	Danny Chhan **(Arcadis)**	**FROM:**	Filbert Carbajal **(Balfour Beatty)** 300 E. Esplanade Drive #1220 Oxnard, California 93036
DATE INITIATED:	09/02/2025	**STATUS:**	Open
LOCATION:		**DUE DATE:**	09/09/2025
PROJECT STAGE:	3. Construction	**COST CODE:**	
SUB JOB:	001 Construction	**SCHEDULE IMPACT:**	Yes (Unknown)
COST IMPACT:	Yes (Unknown)	**SPEC SECTION:**	
DRAWING NUMBER:		**REFERENCE:**	
LINKED DRAWINGS:			
RECEIVED FROM:			
COPIES TO:			

Question from Filbert Carbajal (Balfour Beatty) at 02:41 PM on 09/02/2025

Requesting clarification regarding the added electrical circuits for Building A Teachers' Lounge. Please confirm the number and location of the circuits, and updated panel schedules or breaker assignments if required.

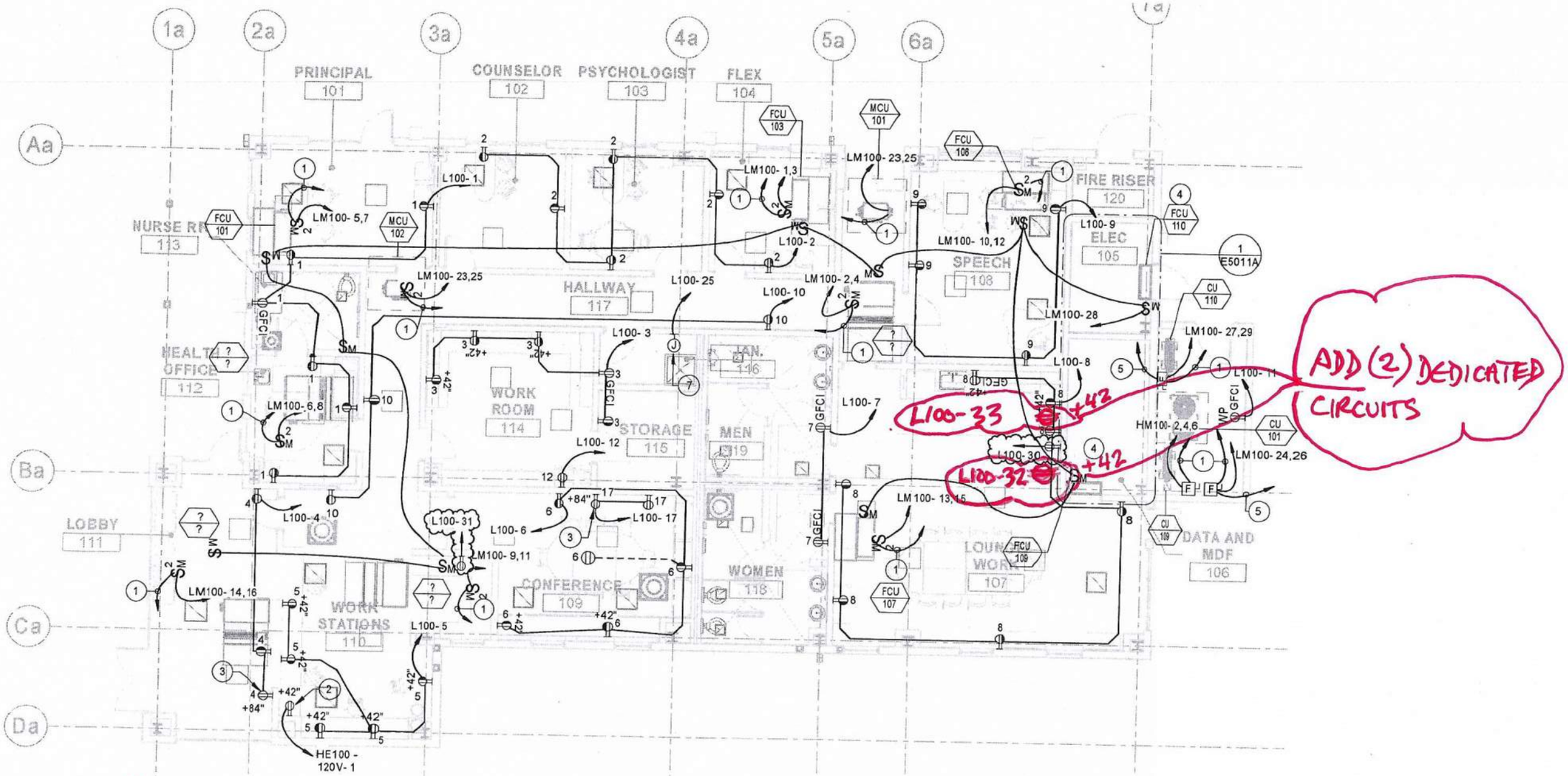
Awaiting an Official Response

All Replies:

use circuits L100-33 for microwave mounted at 42" AFF.
Use circuit L100-32 for Regrigerator #2
See attached layout
Bahram Roshanian
9/4/2025

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

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



NOTE: CURRENT PLAN INDICATES (7) DUPLEX RECEPTACLES AT TEACHER'S LOUNGE AS SAME CIRCUIT # 8. THESE ARE BEING OVERLOADED WITH (2) MICROWAVES, COFFEE MACHINES, ETC.
ADD (2) DEDICATED CIRCUITS AS INDICATED TO RELIEVE LOAD.

1 1ST LEVEL POWER PLAN
1/8" = 1'-0"

ADMINISTRATION BLDG ROSE ES.
A/100
(ORIGINAL REFERENCE - RFI-185)

Branch Panel: L100

Location: ELEC 105
Supply From: TR-L100
Mounting: Surface
Enclosure: Type 1

Volts: 120/208 Wye
Phases: 3
Wires: 4

A.I.C. Rating: 10kA
Mains Type: MCB
Mains Rating: 150A
MCB Rating: 150A

Notes:

CKT	Circuit Description	Trip	Poles	A		B		C		Poles	Trip	Circuit Description	CKT
1	Receptacles - Rooms 101, 112, 113	20 A	1	1080 VA	1080 VA					1	20 A	Receptacles - Rooms 102, 103, 104	2
3	Receptacles - Rooms 114, 115, 116	20 A	1			900 VA	560 VA			1	20 A	Receptacles, TV- Lobby 111	4
5	Receptacles - Workstations 110	20 A	1					900 VA	1080 VA	1	20 A	Receptacles - Conference 109	6
7	Receptacles - Womens 119, Mens 118	20 A	1	360 VA	1260 VA					1	20 A	Receptacles - Lounge / Workroom 107	8
9	Receptacles - Parent M.P./ Work room 108	20 A	1			720 VA	540 VA			1	20 A	Receptacles - Hallway 117	10
11	Receptacles - Exterior	20 A	1					180 VA	400 VA	1	20 A	Copier - Work Room 114	12
13	Roof receptacles	20 A	1	960 VA	1000 VA					1	20 A	Site Marquee Sign	14
15	Receptacles - Elec. 105, Data 106	20 A	1			360 VA	1000 VA			1	20 A	FIRE ALARM CONTROL PANEL (1)	16
17	CONFERENCE TV OUTLET	20 A	1					400 VA	1000 VA	1	20 A	SECCP-100	18
19	Exterior sign up-lighting	20 A	1	150 VA	0 VA					1	20 A	Spare	20
21	MDF-100	20 A	1			1500 VA	2080 VA			2	30 A	MDF-100 (30A)	22
23	MDF-100	20 A	1					1500 VA	2080 VA	--	--	--	24
25	WATER HEATER	20 A	1	600 VA	1664 VA					2	30 A	MDF-100 (30A)	26
27	TELEPHONE BACKBOARD	20 A	1			1500 VA	1664 VA			--	--	--	28
29	VRF GATEWAY	20 A	1					200 VA	1000 VA	1	20 A	Refrigerator #1 TEACHERS LOUNGE	30
31	Printer	20 A	1	1500 VA							20A	REFRIGERATOR #2	32
33													34
35													36
37													38
39													40
41													42
	Total Load:			9654 VA		10824 VA		8740 VA					
	Total Amps:			82 A		91 A		73 A					

ADD → MICROWAVE - TEACHER LOUNGE (20A)

ADD

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand
Lighting	150 VA	125.00%	188 VA
Power	13948 VA	100.00%	13948 VA
Receptacle	15120 VA	83.07%	12560 VA

Panel Totals	
Total Conn. Load:	29218 VA
Total Est. Demand:	26696 VA
Total Conn.:	81 A
Total Est. Demand:	74 A

Notes:
(1) CIRCUIT BREAKER TO BE RED IN COLOR AND PROVIDED WITH LOCK ON DEVICE.

	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 Draw Request #: 439

Date: 10-3-2025

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

The Contract is changed as follows:

Reference Cost Event 399 – CDR 439 – Additional Cleaning Per District Request Additional cleaning was performed on walls, overhead pipes, vents, panels, and storefront areas beyond the scope of the final clean. This work was requested by the District. The cleaning was completed on a time and material (T&M) basis.	$ 23,718.00

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

☑ The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2025-10-03	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	10-3-2025
Permit Number:	DSA# 03-119284	Change Event No.:	399
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

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

Description of Work:

Reference Cost Event 399 – CDR 439 – Additional Cleaning Per District Request

Additional cleaning was performed on walls, overhead pipes, vents, panels, and storefront areas beyond the scope of the final clean. This work was requested by the District. The cleaning was completed on a time and material (T&M) basis.

A.	**Subcontractor's Cost**				
	Inland Building	$	21,901.44		
			Subtotal B:	**$**	**21,901.44**
B.	**General Contractor's Cost**				
	Material (See attached supporting documentation.)	$	-		
	Taxes at 9.5% of Material	$	-		
	Labor (includes Fringe Benefits)	$	-		
	Payroll Taxes and Insurances at 9.5% of Labor		included above		
	Construction Equipment (see attached supporting documentation)	$	-		
			Subtotal C:	**$**	**-**
C.	**General Contractor's Overhead and Profit***	* N/A for Contingency Draw Requests			
	Overhead & Profit 5% of Subtotal A	$	1,095.07		
	Overhead & Profit 10% of Subtotal C	$	-		
			Subtotal C:	**$**	**1,095.07**
D.	**Bond at 1%**		**Subtotal D:**	**$**	**237.18**
E.	**Builders Risk Insurance at 1%**		**Subtotal E:**	**$**	**237.18**
F.	**General Liability at 1.04%**		**Subtotal F:**	**$**	**246.67**
	Grand Total = (A + B + C + D + E + F)			**$**	**23,718.00**

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

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2025-10-03

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

IBCC
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: 06
PCO Date: Sep 15, 2025
PCO Valid for 30 Days

Attention: Balfour Beatty Construction

From: Cliff Rodrick, cliff@ibccinc.com

Description of Work
COR #006R2 - Additional Cleaning per BBC request Additional clean of walls, overhead pipes, vents, panels, and storefront above and beyond final clean scope of work and/or associated with prolonged inactivity of building directed by BBC and/or district performed on T/M basis.

Self-Perform Work

Description	Cost	Markup %	Markup	Price
Bond	$429.44	%	$ 0.00	$429.44

Subcontract Work

Vendor	Cost	Markup %	Markup	Price
Pacific Coast Cleaning	$19,520.00	10.00%	$ 1,952.00	$21,472.00

Summary	
Total Cost	$19,949.44
Total Markup	$1,952.00
Subtotal	$21,901.44
Additional Days	0.00

323 South Sierra Way
San Bernardino, CA 92408
909-884-6276
www.ibccinc.com

CHANGE ORDER REQUEST

PACIFIC COAST CLEANING, INC.

DATE: 8/27/25

CUSTOMER NAME: Inland Building. PCI / REF #: C.O.R. #: 1

REQUESTED BY: Cliff CONTRACT #:

PROJECT NAME: Rose Avenue Elementary

DESCRIPTION: Rinsing of buildings, wiping down panels, pipes/facades. DI rinsing windows and wiping down fencing.Pressure washing of site. TM Recleaning of miscellaneous areas at customer direction. See tickets for details. (8/6-8/18)

LABOR: (Attach take-off sheet if needed)

REF NUM	LABOR CLASSIFICATION	HOURS		STANDARD HRLY RATE	LABOR COST
1	CLEANER / LABORER	176		$ 62.03	$ 10,917.28
2	CLEANER / LABORER - OVERTIME (x1.5)	13		$ 93.05	$ 1,209.59
3	CLEANER / LABORER - DOUBLE TIME (x2)			$ 124.06	$ -
4	CLEANER / LABORER - OT PREMIUM ONLY (x.5)			$ 31.02	$ -
5	FOREMAN (1:5 RATIO)			$ 74.44	$ -
6	FOREMAN (1:5 RATIO) - OVERTIME (x1.5)			$ 111.65	$ -
7	FOREMAN (1:5 RATIO) - DOUBLE TIME (x2)			$ 148.87	$ -
8	FOREMAN (1:5 RATIO) - OT PREMIUM ONLY (x.5)			$ 37.22	$ -
9	PROJECT MANAGER			$ 125.00	$ -
10				$ -	$ -
		189		**TOTAL LABOR:**	**$ 12,126.87** Line 1

MATERIALS: (Attach take-off sheet)

REF	MATERIAL DESCRIPTION	QTY	UNITS	UNIT COST	MATERIAL COST
1	Stock Consumables/Chemicals (5%)	1		$ 606.34	$ 606.34
2				$ -	$ -
3				$ -	$ -
4				$ -	$ -
5				$ -	$ -
				TOTAL MATERIAL:	**$ 606.34** Line 2
				(8.25% of line 2) **SALES TAX:**	**$ 50.02** Line 3

EQUIPMENT/TOOLS (Attach itemized information)

REF	DESCRIPTION	QTY	UNITS	UNIT COST	OTHER COST
1	Pressure Washer	6		$ 75.00	$ 450.00
2	DI Tanks	6		$ 80.00	$ 480.00
3				$ -	$ -
4				$ -	$ -
				TOTAL OTHER COSTS:	**$ 930.00** Line 4
				(8.25% of line 4) **SALES TAX:**	Line 5

(Sum of Lines 1, 2, 3, and 4) **SUBTOTAL:** **$ 13,713.23** Line 6

(15.0% of line 1) **LABOR MARK-UP:** **$ 1,819.03** Line 7

(15.0% of line 2/3) **MAT & EQUIP MARK-UP:** **$ 237.95** Line 8

(Sum of Lines 5 and 6) **SELF PERFOMED WORK TOTAL:** **$ 15,770.22** Line 9

SUBCONTRACTS: (Attach Subcontractor's proposal)

REF	SUBCONTRACTOR NAME / DESCRIPTION		SUBCONTRACT COST
1	Travel		$ 3,750.00
2			$ -
3			$ -

SUBCONTRACT COSTS: $3,750.00 Line 10

(0.0% of line 10) **MARK-UP:** $0.00 Line 11

(Total of Lines 10 and 11) **SUBCONTRACTED TOTAL:** **$3,750.00** Line 12

(Total of Lines 9 and 13) **SUBTOTAL** **$ 19,520.22** Line 13

(if applicable) **BOND FEE:** **$ -**

(1% of line 11 if not WRAP) **INSURANCE:**

TOTAL CHANGE REQUESTED BY PACIFIC COAST CLEANING: **$ 19,520**

SUBMITTED BY: Wayne Wernimont, PM DATE: 8/27/2025

Inland Building Construction Companies Inc
323 South Sierra Way
San Bernardino, California 92408
P: 9098846276

Project: 21-041 - STWF-Rose ES - BP#15
Specialties
220 S. Driskill St.
Oxnard, California 93030

T&M Ticket #1

Performed on	Aug 4, 2025	**Reference #**	Additional 40 hour cleaning allowance.
Location		**Ordered by**	Alex Garcia (Balfour Beatty)
Status	In Progress		
Description	Pacific Coast Cleaning. Lightly pressure washing exterior walls, vents, pipes, etc. Billable time and material ticket against the 40 hour allowance . 5 crew members 8 hours.		

Equipment (1)

Equipment	Description	Unit	Quantity
Pressure washer	Pressure washer (2)	Hours	8.00
		Total:	8.00

Subcontractors (1)

Company	Description
Pacific Coast Clean	

Approvals

COMPANY SIGNATURE **DATE**

CUSTOMER SIGNATURE **DATE**

Notes

Inland Building Construction Companies Inc
323 South Sierra Way
San Bernardino, California 92408
P: 9098846276

Project: 21-041 - STWF-Rose ES - BP#15
Specialties
220 S. Driskill St.
Oxnard, California 93030

T&M Ticket #2

Performed on	Aug 5, 2025	**Reference #**	CE # 365 T/M Additional cleaning
Location		**Ordered by**	Clifford Rodrick (Inland Building Construction Companies Inc)
Status	In Progress		
Description	Pacific Coast Cleaning. 6:30 start time lightly pressure washing exterior walls, vents pipes, etc. 3 workers 8 hours. reference CE # 365		

Labor (1)

Employee	Classification	Time Type	Hours
David Maffei (Inland Building Construction Companies Inc)	Superintendent - Graduated	Regular Time	8.00
		Total:	8.00

Subcontractors (1)

Company	Description
Pacific Coast Clean	6:30 start time 5 workers, 8 hours

Attachments



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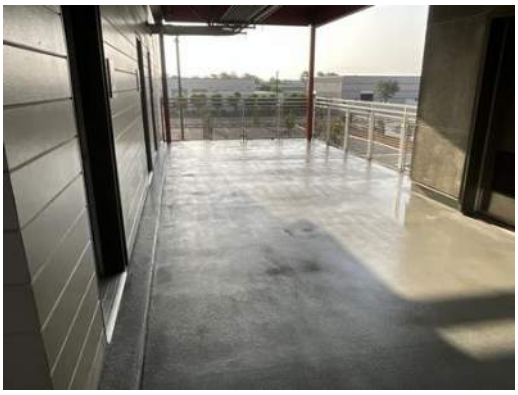

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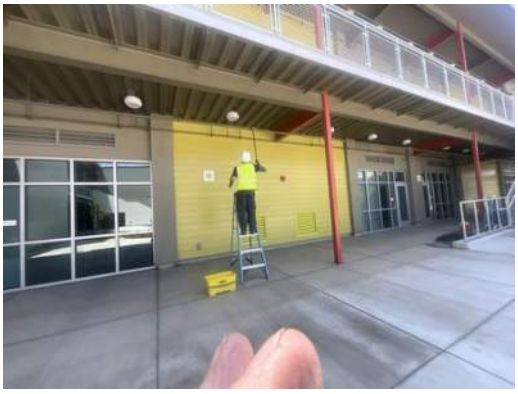

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Approvals

COMPANY SIGNATURE	DATE	CUSTOMER SIGNATURE	DATE

Notes

Inland Building Construction Companies Inc
323 South Sierra Way
San Bernardino, California 92408
P: 9098846276

Project: 21-041 - STWF-Rose ES - BP#15
Specialties
220 S. Driskill St.
Oxnard, California 93030

T&M Ticket #4

Performed on	Aug 6, 2025	**Reference #**	CE # 365
Location		**Ordered by**	Clifford Rodrick (Inland Building Construction Companies Inc)
Status	In Progress		
Description	Pacific Coast Cleaning. OBJ additional OBJCleaning of buildings, vents, pipes, windows, etc. building C and building B. OBJ reference CE # 365. 3 workers eight hours .		

Subcontractors (1)

Company	Description
Pacific Coast Clean	Three workers eight hours reference CE # 365. Additional cleaning on buildings. OBJ

Attachments



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Approvals

COMPANY SIGNATURE **DATE**

CUSTOMER SIGNATURE **DATE**

Notes

PACIFIC COAST™
CLEANING, INC.
P: (858) 565-1603 / F:(858) 278-1398

DAILY REPORT

Construction
DIVISION

PROJECT NAME: Rose Ave ES
PCC PROJECT #: 0725-035
PROJECT ADDRESS: 220 South Diskil Oxarnard, CA

REPORT DATE: 08-06-25 DAY OF WEEK: Wednesday
START TIME: 6:30 am
GENERAL CONTRACTOR: Inland
CONTACT NAME: Dave

LABOR

NAME	LABOR CLASS	HOURS	LOCATION OF WORK (BLDG, FLOOR, AREA, UNIT)
Victor Barajas	Laborer Class 1	8	
Johan Barajas	Laborer Class 1	8	
Estefania Alvear	Laborer Class 1	8	
	Laborer Class 1		
	Laborer Class 1		
	Laborer Class 1		
	Laborer Class 1		
	Laborer Class 1		
	Laborer Class 1		
TOTAL HOURS THIS REPORT		0	

EQUIPMENT

DESCRIPTION	HOURS USED
DI WATER TANK	
FLOOR SCRUBBER	
PRESSURE WASHER	
LADDER	
TUCKER POLE	
BOOM LIFT	
SCISSOR LIFT	
MISC -	
MISC -	
MISC -	

MATERIALS

DESCRIPTION	UNIT	QUANTITY DELIVERED	QUANTITY USED
FLOOR WAX	GAL.		
FLOOR PADS	EA		
SWEEPING COMPOUND			
MISC -			

CLEANING PHASE

SWEEP ONLY			
ROUGH CLEAN			
FINAL CLEAN		✔	
SPIFF / TOUCH-UP CLEAN			
RE-CLEAN			

DETAILED DESCRIPTION OF WORK / NOTES

(Please include information such as who requested work, percentage complete, schedule changes, and/or obstacles)

Continued building exterior cleaning of the Kindergarten area has been successfully complet, exterior wash front building A and B continued...
* Building rinse * ventilation
* Windows
* Pipes wipe down

Pacific Coast Representative Name

Pacific Coast Representative Signature

Authorized / Accepted by (G.C. Representative Name.)

8/6/25

Authorized G.C. Representaive Signature

Daily Reports MUST be submitted to the PCC office DAILY

Time & Material tickets MUST have an authorized signature prior to commencing work

Inland Building Construction Companies Inc
323 South Sierra Way
San Bernardino, California 92408
P: 9098846276

Project: 21-041 - STWF-Rose ES - BP#15
Specialties
220 S. Driskill St.
Oxnard, California 93030

T&M Ticket #5

Performed on	Aug 7, 2025	**Reference #**	CE # 365
Location		**Ordered by**	Clifford Rodrick (Inland Building Construction Companies Inc)
Status	In Progress		
Description	Extra cleaning reference CE # 365		

Subcontractors (1)

Company	Description
Pacific Coast Clean	3 workers final cleaning, buildings, windows, lights, lamps, and standards, school railings,

Attachments



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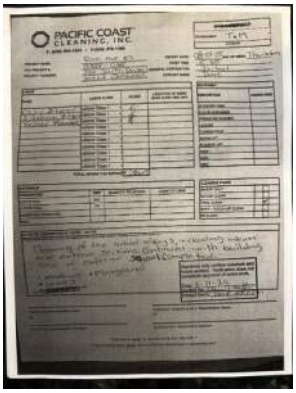

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Approvals

COMPANY SIGNATURE **DATE**

CUSTOMER SIGNATURE **DATE**

Notes

PACIFIC COAST™ CLEANING, INC.

P: (858) 565-1603 / F:(858) 278-1398

~~DAILY REPORT~~

Construction T.M

DIVISION

PROJECT NAME: Rose Ave ES

PCC PROJECT #: 0725-035

PROJECT ADDRESS: 220 South Orchil Street Oxnard.

REPORT DATE: 08-07-25 DAY OF WEEK: Thursday

START TIME: 6:30

GENERAL CONTRACTOR: Inland

CONTACT NAME: Dave

LABOR

NAME	LABOR CLASS	HOURS	LOCATION OF WORK (BLDG, FLOOR, AREA, UNIT)
Oscar Alvear	Laborer Class 1	6	
Estefania Alvear	Laborer Class 1	6	
Yeiber Mendez	Laborer Class 1	9	
	Laborer Class 1		
	Laborer Class 1		
	Laborer Class 1		
	Laborer Class 1		
	Laborer Class 1		
	Laborer Class 1		
	Laborer Class 1		
TOTAL HOURS THIS REPORT		0 21 hrs	

EQUIPMENT

DESCRIPTION	HOURS USED
DI WATER TANK	
FLOOR SCRUBBER	
PRESSURE WASHER	
LADDER	
TUCKER POLE	
BOOM LIFT	
SCISSOR LIFT	
MISC -	
MISC -	
MISC -	

MATERIALS

DESCRIPTION	UNIT	QUANTITY DELIVERED	QUANTITY USED
FLOOR WAX	GAL.		
FLOOR PADS	EA		
SWEEPING COMPOUND			
MISC -			

CLEANING PHASE

SWEEP ONLY			
ROUGH CLEAN			
FINAL CLEAN		✔	
SPIFF / TOUCH-UP CLEAN			
RE-CLEAN			

DETAILED DESCRIPTION OF WORK / NOTES

(Please include information such as who requested work, percentage complete, schedule changes, and/or obstacles)

Cleaning of the school railings, including interior and exterior sections. Continued with building rinse in exterior School Completed.

- Windows
- Playground
- Lamps
- ~~Playground~~

Pacific Coast Representative Name

Authorized / Accepted by (G.C. Representative Name.)

Pacific Coast Representative Signature

Authorized G.C. Representaive Signature

Daily Reports MUST be submitted to the PCC office DAILY

Time & Material tickets MUST have an authorized signature prior to commencing work

Inland Building Construction Companies Inc
323 South Sierra Way
San Bernardino, California 92408
P: 9098846276

Project: 21-041 - STWF-Rose ES - BP#15
Specialties
220 S. Driskill St.
Oxnard, California 93030

T&M Ticket #6

Performed on	Aug 8, 2025	**Reference #**	CE # 365
Location		**Ordered by**	Alex Garcia (Balfour Beatty)
Status	In Progress		
Description	Additional cleaning reference CE # 365.		

Subcontractors (1)

Company	Description
Pacific Coast Clean	Additional cleaning requested by BBC team.

Approvals

COMPANY SIGNATURE	DATE	CUSTOMER SIGNATURE	DATE

Notes

PACIFIC COAST™ CLEANING, INC.

P: (858) 565-1603 / F:(858) 278-1398

T&M TICKET

TYPE: Construction

DIVISION:

PROJECT NAME: Rose av ES

PCC PROJECT #:

PROJECT ADDRESS: 220 South Driskill

REPORT DATE: 8/8/25 **DAY OF WEEK:** Friday

START TIME: .6:00 am

GENERAL CONTRACTOR: Dave / inlad

CONTACT NAME: Victor Hugo Barajas

LABOR

NAME	LABOR CLASS	HOURS	LOCATION OF WORK *(BLDG, FLOOR, AREA, UNIT)*
Victor Hugo Barajas	N/A	9.5	exterior
Johan barajas	N/A	9.5	exterior
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		
TOTAL HOURS THIS REPORT		19	

EQUIPMENT

DESCRIPTION	HOURS USED
DI WATER TANK	
FLOOR SCRUBBER	
PRESSURE WASHER	
LADDER	
TUCKER POLE	
BOOM LIFT	
SCISSOR LIFT	
MISC -	
MISC -	
MISC -	

MATERIALS

DESCRIPTION	UNIT	QUANTITY DELIVERED	QUANTITY USED
FLOOR WAX	GAL.		
FLOOR PADS	EA		
SWEEPING COMPOUND			
MISC -			

CLEANING PHASE

SWEEP ONLY	
ROUGH CLEAN	
FINAL CLEAN	
SPIFF / TOUCH-UP CLEAN	
RE-CLEAN	

DETAILED DESCRIPTION OF WORK / NOTES

(Please include information such as who requested work, percentage complete, schedule changes, and/or obstacles)

-pressure washed courtyard corridors to remove stains from floor
- pressure washed kindergarten playground
- wiped down all 1st floor fence and gate entrances
- wiped down all 1st floor classroom , restroom ,and janitor doors and thresholds
- removed bird poop from kindergarten classroom walls
- wiped down metal studs / poles / gutters
-pressure washed machine rooms

Victor Hugo Barajas

Pacific Coast Representative Name

Pacific Coast Representative Signature

Authorized / Accepted by (G.C. Representative Name.)

Authorized G.C. Representaive Signature

Daily Reports MUST be submitted to the PCC office DAILY

Time & Material tickets MUST have an authorized signature prior to commencing work

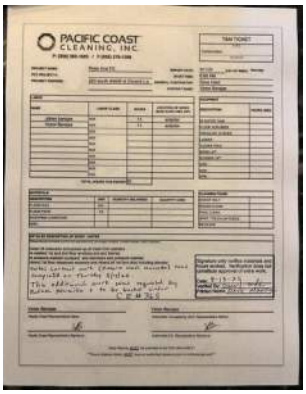
Inland Building Construction Companies Inc
323 South Sierra Way
San Bernardino, California 92408
P: 9098846276

Project: 21-041 - STWF-Rose ES - BP#15
Specialties
220 S. Driskill St.
Oxnard, California 93030

T&M Ticket #7

Performed on	Aug 11, 2025	**Reference #**	CE # 365
Location		**Ordered by**	Rafael Alamillo
Status	In Progress		
Description	Additional cleaning requested by Raphael Alamillo. Added pressure washing due to stubborn stains, etc.		

Attachments



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Approvals

COMPANY SIGNATURE	DATE	CUSTOMER SIGNATURE	DATE

Notes

PACIFIC COAST™ CLEANING, INC.

P: (858) 565-1603 / F:(858) 278-1398

T&M TICKET
TYPE: Construction
DIVISION

PROJECT NAME: Rose Ave ES
PCC PROJECT #:
PROJECT ADDRESS: 220 south driskill st Oxnard c.a

REPORT DATE: 8/11/25 DAY OF WEEK: Monday
START TIME: 6:00 AM
GENERAL CONTRACTOR: Dave inlad
CONTACT NAME: Victor Barajas

LABOR

NAME	LABOR CLASS	HOURS	LOCATION OF WORK (BLDG, FLOOR, AREA, UNIT)
Johan barajas	N/A	11	exterior
Victor Barajas	N/A	11	exterior
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		

TOTAL HOURS THIS REPORT 22

EQUIPMENT

DESCRIPTION	HOURS USED
DI WATER TANK	
FLOOR SCRUBBER	
PRESSURE WASHER	
LADDER	
TUCKER POLE	
BOOM LIFT	
SCISSOR LIFT	
MISC -	
MISC -	
MISC -	

MATERIALS

DESCRIPTION	UNIT	QUANTITY DELIVERED	QUANTITY USED
FLOOR WAX	GAL.		
FLOOR PADS	EA		
SWEEPING COMPOUND			
MISC -			

CLEANING PHASE

SWEEP ONLY	
ROUGH CLEAN	
FINAL CLEAN	
SPIFF / TOUCH-UP CLEAN	
RE-CLEAN	

DETAILED DESCRIPTION OF WORK / NOTES

(Please include information such as who requested work, percentage complete, schedule changes, and/or obstacles)

swept all sidewalks and picked up all trash from planters
re washed 1st and 2nd floor windows ans and frames
re pressure washed courtyard and stairways also pressure washed
cleand 1st floor classroom entrance and cleand all 1st floor door including elevator

Victor Barajas
Pacific Coast Representative Name

Pacific Coast Representative Signature

Victor Barajas
Authorized / Accepted by (G.C. Representative Name.)

IOR Tim Hoyt

Authorized G.C. Representaive Signature

Daily Reports MUST be submitted to the PCC office DAILY

Time & Material tickets MUST have an authorized signature prior to commencing work

Inland Building Construction Companies Inc
323 South Sierra Way
San Bernardino, California 92408
P: 9098846276

Project: 21-041 - STWF-Rose ES - BP#15
Specialties
220 S. Driskill St.
Oxnard, California 93030

T&M Ticket #8

Performed on	Aug 12, 2025	**Reference #**	CE # 365
Location		**Ordered by**	Rafael Alamillo
Status	In Progress		
Description	Pacific Coast Cleaning. Additional work requested by Rafael Alamillo to be tracked under CE # 365.		

Equipment (2)

Equipment	Description	Unit	Quantity
Scissor lift.	Scissor lift	Hours	8.00
1 pressure washer		Hours	8.00
		Total:	16.00

Subcontractors (1)

Company	Description
Pacific Coast Clean	

Attachments



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Approvals

COMPANY SIGNATURE **DATE**

CUSTOMER SIGNATURE **DATE**

Notes

PACIFIC COAST™ CLEANING, INC.

P: (858) 565-1603 / F:(858) 278-1398

T&M TICKET
TYPE: Construction
DIVISION

PROJECT NAME: Rose Ave ES
PCC PROJECT #:
PROJECT ADDRESS: 220 South Driskill St Oxnard C.A

REPORT DATE: 8/12/25 **DAY OF WEEK:** Tuesday
START TIME: .6:30
GENERAL CONTRACTOR: Dave/Inlad
CONTACT NAME: Victor Hugo Barajas

LABOR

NAME	LABOR CLASS	HOURS	LOCATION OF WORK (BLDG, FLOOR, AREA, UNIT)
ext Victor Barajas	N/A	9.5	kindergarten area
ext Johan barajas	N/A	9.5	kindergarten area
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		
TOTAL HOURS THIS REPORT		19	

EQUIPMENT

DESCRIPTION	HOURS USED
DI WATER TANK	
FLOOR SCRUBBER	
PRESSURE WASHER	
LADDER	
TUCKER POLE	
BOOM LIFT	
SCISSOR LIFT	8
MISC -	
MISC -	
MISC -	

MATERIALS

DESCRIPTION	UNIT	QUANTITY DELIVERED	QUANTITY USED
FLOOR WAX	GAL.		
FLOOR PADS	EA		
SWEEPING COMPOUND			
MISC -			

CLEANING PHASE

SWEEP ONLY	
ROUGH CLEAN	
FINAL CLEAN	
SPIFF / TOUCH-UP CLEAN	
RE-CLEAN	

DETAILED DESCRIPTION OF WORK / NOTES

(Please include information such as who requested work, percentage complete, schedule changes, and/or obstacles)

Cleaned all pipes and lights on scissor lift also cleaned all walls with brush to remove bird droppings.
Pressure washed kindergarten area with surface cleaner attachment
touched up windows and windows frames in kindergarten area
re pressure washed some areas in courtyard

Victor Hugo Barajas
Pacific Coast Representative Name

Pacific Coast Representative Signature

Alex Garcia
Authorized / Accepted by (G.C. Representative Name.)

Authorized G.C. Representaive Signature

Daily Reports MUST be submitted to the PCC office DAILY

Time & Material tickets MUST have an authorized signature prior to commencing work

PACIFIC COAST™ CLEANING, INC.

P: (858) 565-1603 / F:(858) 278-1398

T&M TICKET
TYPE
Construction
DIVISION

PROJECT NAME: Rose Ave ES
PCC PROJECT #:
PROJECT ADDRESS: 220 South Driskill st Oxnard C.A

REPORT DATE: 8/13/25 **DAY OF WEEK:** Wednesday
START TIME: 6:30
GENERAL CONTRACTOR: Dave /inlad
CONTACT NAME: Victor Barajas

LABOR

NAME	LABOR CLASS	HOURS	LOCATION OF WORK (BLDG, FLOOR, AREA, UNIT)
int Victor Barajas	N/A	8	1st floor
int Johan barajas	N/A	8	1st floor
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		

TOTAL HOURS THIS REPORT 16

EQUIPMENT

DESCRIPTION	HOURS USED
DI WATER TANK	
FLOOR SCRUBBER	
PRESSURE WASHER	
LADDER	
TUCKER POLE	
BOOM LIFT	
SCISSOR LIFT	8
MISC -	
MISC -	
MISC -	

MATERIALS

DESCRIPTION	UNIT	QUANTITY DELIVERED	QUANTITY USED
FLOOR WAX	GAL.		
FLOOR PADS	EA		
SWEEPING COMPOUND			
MISC -			

CLEANING PHASE

SWEEP ONLY	
ROUGH CLEAN	
FINAL CLEAN	
SPIFF / TOUCH-UP CLEAN	
RE-CLEAN	

DETAILED DESCRIPTION OF WORK / NOTES

(Please include information such as who requested work, percentage complete, schedule changes, and/or obstacles)

re cleaned kinda classroom walls ,pipes ,metal studs,and poles
pressure washed utility room/area
cleaned 1st floor pipes ,fire alarm,metal studs and poles ,and lights
cleand kindergarten gates and back entrance gates

Victor Barajas
Pacific Coast Representative Name

Pacific Coast Representative Signature

lor Tim Hoyt
Authorized / Accepted by (G.C. Representative Name.)

Authorized G.C. Representaive Signature

Daily Reports MUST be submitted to the PCC office DAILY

Time & Material tickets MUST have an authorized signature prior to commencing work

PACIFIC COAST™ CLEANING, INC.

P: (858) 565-1603 / F:(858) 278-1398

T&M TICKET

TYPE: Construction

DIVISION:

PROJECT NAME:	Rose Ave ES	**REPORT DATE:**	8/14/25 **DAY OF WEEK:** Thursday
PCC PROJECT #:		**START TIME:**	6:30
PROJECT ADDRESS:	220 South Driskill st Oxnard c.a	**GENERAL CONTRACTOR:**	Dave/ inlad
		CONTACT NAME:	Victor Barajas

LABOR

NAME	LABOR CLASS	HOURS	LOCATION OF WORK (BLDG, FLOOR, AREA, UNIT)
int Victor Barajas	N/A	8	2nd floor
int Johan barajas	N/A	8	2nd floor
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		

TOTAL HOURS THIS REPORT: 16

EQUIPMENT

DESCRIPTION	HOURS USED
DI WATER TANK	
FLOOR SCRUBBER	
PRESSURE WASHER	
LADDER	
TUCKER POLE	
BOOM LIFT	
SCISSOR LIFT	8
MISC -	
MISC -	
MISC -	

MATERIALS

DESCRIPTION	UNIT	QUANTITY DELIVERED	QUANTITY USED
FLOOR WAX	GAL.		
FLOOR PADS	EA		
SWEEPING COMPOUND			
MISC -			

CLEANING PHASE

SWEEP ONLY	
ROUGH CLEAN	
FINAL CLEAN	
SPIFF / TOUCH-UP CLEAN	
RE-CLEAN	

DETAILED DESCRIPTION OF WORK / NOTES

(Please include information such as who requested work, percentage complete, schedule changes, and/or obstacles)

spiff cleaned 2nd floor units 501 through 508
cleand entry floors on units 402,403,411
cleand storefront windows on 501 through 508

Victor Barajas

Pacific Coast Representative Name

Pacific Coast Representative Signature

10R Tim Hoyt

Authorized / Accepted by (G.C. Representative Name.)

Authorized G.C. Representaive Signature

Daily Reports MUST be submitted to the PCC office DAILY

Time & Material tickets MUST have an authorized signature prior to commencing work

PACIFIC COAST™ CLEANING, INC.

P: (858) 565-1603 / F:(858) 278-1398

T&M TICKET
TYPE: Construction
DIVISION

PROJECT NAME: rose Ave ES
PCC PROJECT #:
PROJECT ADDRESS: 220 south driskill st

REPORT DATE: 8/15/25 DAY OF WEEK: Friday
START TIME: .6:30
GENERAL CONTRACTOR: Dave/inlad
CONTACT NAME: Victor Hugo Barajas

LABOR

NAME	LABOR CLASS	HOURS	LOCATION OF WORK (BLDG, FLOOR, AREA, UNIT)
ext Victor Barajas	N/A	8	
ext Johan barajas	N/A	8	
int Braulio zapata	N/A	8	
int Maria Lopez	N/A	8	
int Robert ochoa	N/A	8	
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		

TOTAL HOURS THIS REPORT: 0

EQUIPMENT

DESCRIPTION	HOURS USED
DI WATER TANK	
FLOOR SCRUBBER	
PRESSURE WASHER	
LADDER	
TUCKER POLE	
BOOM LIFT	
SCISSOR LIFT	8
MISC -	
MISC -	
MISC -	

MATERIALS

DESCRIPTION	UNIT	QUANTITY DELIVERED	QUANTITY USED
FLOOR WAX	GAL.		
FLOOR PADS	EA		
SWEEPING COMPOUND			
MISC -			

CLEANING PHASE

SWEEP ONLY	
ROUGH CLEAN	
FINAL CLEAN	
SPIFF / TOUCH-UP CLEAN	
RE-CLEAN	

DETAILED DESCRIPTION OF WORK / NOTES

(Please include information such as who requested work, percentage complete, schedule changes, and/or obstacles)

- Kinder garden class rooms
- finished 2nd floor classrooms
- walk way pillars/pipes
- Administration building

Victor Hugo Barajas
Pacific Coast Representative Name

VB
Pacific Coast Representative Signature

LOR - Timothy T
Authorized / Accepted by (G.C. Representative Name.)

Authorized G.C. Representaive Signature

Daily Reports MUST be submitted to the PCC office DAILY

Time & Material tickets MUST have an authorized signature prior to commencing work

PACIFIC COAST™ CLEANING, INC.

P: (858) 565-1603 / F:(858) 278-1398

T&M TICKET

TYPE: Construction

DIVISION:

PROJECT NAME:	rose avenue elementary	REPORT DATE:	8/18/25 DAY OF WEEK: Monday
PCC PROJECT #:		START TIME:	6:30am
PROJECT ADDRESS:	220 south driskill st oxnard, CA 93030	GENERAL CONTRACTOR:	
		CONTACT NAME:	

LABOR

NAME	LABOR CLASS	HOURS	LOCATION OF WORK (BLDG, FLOOR, AREA, UNIT)
Johan Barajas	N/A	8	
Maria Lopez	N/A	8	
Robert Ochoa	N/A	8	
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		

TOTAL HOURS THIS REPORT: 24

EQUIPMENT

DESCRIPTION	HOURS USED
DI WATER TANK	
FLOOR SCRUBBER	
PRESSURE WASHER	
LADDER	
TUCKER POLE	
BOOM LIFT	
SCISSOR LIFT	
MISC -	
MISC -	
MISC -	

MATERIALS

DESCRIPTION	UNIT	QUANTITY DELIVERED	QUANTITY USED
FLOOR WAX	GAL.		
FLOOR PADS	EA		
SWEEPING COMPOUND			
MISC -			

CLEANING PHASE

SWEEP ONLY	
ROUGH CLEAN	
FINAL CLEAN	
SPIFF / TOUCH-UP CLEAN	
RE-CLEAN	

DETAILED DESCRIPTION OF WORK / NOTES

(Please include information such as who requested work, percentage complete, schedule changes, and/or obstacles)

cleaning of all exterior fences
wipe down of all lights of hallways on court yard
wipe down of 2nd floor pipes and wall by janitor room
mopping of kindergarten bathrooms
cleaning of kitchen room
helped put up stakes and caution tape on kindergarten grass

Johan barajas

Pacific Coast Representative Name

Pacific Coast Representative Signature

Alex Garcia

Authorized / Accepted by (G.C. Representative Name.)

10RTimHoyT

Authorized G.C. Representaive Signature

*VERIFY WITH CFW

Daily Reports MUST be submitted to the PCC office DAILY

Time & Material tickets MUST have an authorized signature prior to commencing work

	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 Draw Request #: 440

Date: 10-3-2025

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

The Contract is changed as follows:

Reference Cost Event 365 – CDR 440 – Offsite Improvement Premium Time (Inland Building) Time and material (T&M) work for setup, pouring, and demolition of various concrete and asphalt elements including curbs, gutters, ramps, sidewalks, driveways, mow strips, and fence footings. Scope also included offsite improvements along Driskill and La Puerta, ADA compliance adjustments, and premium time charges for weekend work.	$ 31,231.00

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

☑ The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2025-10-03	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CONTINGENCY DRAW REQUEST (CDR)

Owner:	Oxnard School District	Date:	10-3-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

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

Description of Work:

Reference Cost Event 365 – CDR 440 – Offsite Improvement Premium Time (Inland Building)

Time and material (T&M) work for setup, pouring, and demolition of various concrete and asphalt elements including curbs, gutters, ramps, sidewalks, driveways, mow strips, and fence footings. Scope also included offsite improvements along Driskill and La Puerta, ADA compliance adjustments, and premium time charges for weekend work.

A.	**Subcontractor's Cost**			
	Inland Building	$	28,839.39	
			Subtotal B:	**$ 28,839.39**
B.	**General Contractor's Cost**			
	Material (See attached supporting documentation.)	$	-	
	Taxes at 9.5% of Material	$	-	
	Labor (includes Fringe Benefits)	$	-	
	Payroll Taxes and Insurances at 9.5% of Labor		included above	
	Construction Equipment (see attached supporting documentation)	$	-	
			Subtotal C:	**$ -**
C.	**General Contractor's Overhead and Profit***	* N/A for Contingency Draw Requests		
	Overhead & Profit 5% of Subtotal A	$	1,441.97	
	Overhead & Profit 10% of Subtotal C	$	-	
			Subtotal C:	**$ 1,441.97**
D.	**Bond at 1%**		**Subtotal D:**	**$ 312.31**
E.	**Builders Risk Insurance at 1%**		**Subtotal E:**	**$ 312.31**
F.	**General Liability at 1.04%**		**Subtotal F:**	**$ 324.80**
	Grand Total = (A + B + C + D + E + F)			**$ 31,231.00**

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

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2025-10-03

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

Inland Building Construction Companies, Inc.

Job Information:
Rose Ave ES BP 28 - Site Concrete - 21-042
220 S Driskill St
Oxnard, CA 93030
Client: Oxnard School District

Proposed Change Order

PCO Number: 25
PCO Date: Sep 30, 2025
PCO Valid for 30 Days

Attention: Balfour Beatty Construction

From: Cliff Rodrick, cliff@ibccinc.com

Description of Work
COR #025R1 - CE #365 - Offsite Improvement Premium Time

Self-Perform Work

Description	Cost	Markup %	Markup	Price
Bond	$565.47	%	$ 0.00	$565.47
Labor - Premium Time - 5/17	$2,900.48	10.00%	$ 290.05	$3,190.53
Labor - Premium Time - 5/19	$272.88	10.00%	$ 27.29	$300.17
City Inspection Premium Time - 7/19	$1,785.84	10.00%	$ 178.58	$1,964.42

Subcontract Work

Vendor	Cost	Markup %	Markup	Price
Toro Enterprises	$20,744.36	10.00%	$ 2,074.44	$22,818.80

Summary	
Total Cost	$26,269.03
Total Markup	$2,570.36
Subtotal	$28,839.39
Additional Days	0.00

323 South Sierra Way
San Bernardino, CA 92408
909-884-6276
www.ibccinc.com

Inland Building Construction Companies, Inc.

CE #365 - Premium Time - 5/17/25 - Ticket #2

Details	Qty.	Unit	Rate	Total	Notes
Labor					
Carpenter Foreman w/Truck	-24	Hrs	$112.33	$ (2,695.92)	5/17 - Ticket #2
Carpenter Foreman w/Truck O.T.	24	Hrs	$149.37	$ 3,584.88	5/17 - Ticket #2
Carpenter	-64	Hrs	$97.27	$ (6,225.28)	5/17 - Ticket #2
Carpenter O.T.	64	Hrs	$128.70	$ 8,236.80	5/17 - Ticket #2
	Qty.	**Unit**	**Rate**	**Total**	**Notes**
Materials					
	Qty.	**Unit**	**Rate**	**Total**	**Notes**
Equipment					
	Qty.	**Unit**	**Rate**	**Total**	**Notes**
Rental Equipment					
Sub Total Labor				$ 2,900.48	
Sub Total Material				$ -	
Sub Total Equipment				$ -	

Inland Building Construction Companies, Inc.

CE #365 - Premium Time - 7/19/25 - Ticket #4

Details	Qty.	Unit	Rate	Total	Notes
Labor					
Carpenter Foreman w/Truck	-4	Hrs	$117.20	$ (468.80)	7/19 - Ticket #4
Carpenter Foreman w/Truck O.T.	4	Hrs	$155.60	$ 622.40	7/19 - Ticket #4
Cement Mason	-4	Hrs	$96.91	$ (387.64)	7/19 - Ticket #4
Cement Mason O.T.	4	Hrs	$126.73	$ 506.92	7/19 - Ticket #4
	Qty.	**Unit**	**Rate**	**Total**	**Notes**
Materials					
	Qty.	**Unit**	**Rate**	**Total**	**Notes**
Equipment					
	Qty.	**Unit**	**Rate**	**Total**	**Notes**
Rental Equipment					
Sub Total Labor				$ 272.88	
Sub Total Material				$ -	
Sub Total Equipment				$ -	

IBCC
Inland Building Construction Companies, Inc.

Date	Description	Cost		Page/s	Reference
7/19	CE #365 - Premium Time - City of Oxnard Inspector	$	1,785.84	5 - 5	Invoice - 8206
5/12	CE #365 - Premium Time	$	46.19	6 - 8	RFCO-01
5/13	CE #365 - Premium Time	$	240.95	9 - 10	RFCO-01
5/14	CE #365 - Premium Time	$	497.44	11 - 12	RFCO-01
5/19	CE #365 - Premium Time	$	22.44	13 - 14	RFCO-01
5/20	CE #365 - Premium Time	$	22.44	15 - 17	RFCO-01
5/21	CE #365 - Premium Time	$	476.32	18 - 19	RFCO-01
5/22	CE #365 - Premium Time	$	45.50	20 - 22	RFCO-01
5/17	CE #365 - Premium Time	$	2,900.48	23 - 4	Ticket #2
6/23	CE #365 - Additional Demo For ADA	$	4,385.74	25 - 36	RFCO-04
6/23	CE #365 - Additional Demo For ADA	$	1,294.40	37 - 45	RFCO-07
6/19	CE #365 - Demo and Removal of Temp AC Ramp	$	1,056.79	46 - 51	RFCO-05
6/23	Fence Demo indicated on C301 & 302 - NIC	$	1,920.75	52 - 56, 63 & 64	RFCO-06
6/24	Fence Demo indicated on C301 & 302 - NIC	$	540.56	57 - 60, 63, & 64	RFCO-06
6/25	Fence Demo indicated on C301 & 302 - NIC	$	1,077.80	61 - 64	RFCO-06
6/25	CE #365 - Premium Time	$	271.71	65 - 67	RFCO-08
6/26	CE #365 - Premium Time	$	293.95	68 - 69	RFCO-08
6/27	CE #365 - Premium Time	$	138.53	70 - 71	RFCO-08
7/7	CE #365 - Premium Time	$	51.86	72 - 76	RFCO-10
7/19	CE #365 - Premium Time	$	1,871.99	77 - 78	RFCO-10 Ticket #4
7/31	CE #365 - Premium Time	$	50.42	79 - 80	RFCO-10
7/22	Onsite Paving	$	2,366.92	81 - 88	RFCO-13 Ticket #5
6/19	CE #365 - Premium Time	$	272.88	89 - 90	Ticket #4
7/30	CE #365 - Standby Time Assciated With City Ramp Design Bust / Issue	$	4,071.66	91 - 98	RFCO-14
	Total	**$**	**25,703.56**		

City of Oxnard
Building and Engineering Division
214 South "C" Street
Oxnard, CA 93030

General Invoice

Customer Copy

CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE
INLAND BUILDING CONSTRUCTION	08/07/2025	8206	$0.00	09/06/2025	$1,785.84

PAST DUE AMOUNT	ACCOUNT BALANCE
$0.00	$1,785.84

DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
CD- INSPECTOR OT REIMBURSEMENT	1.00	$1700.800000	EACH	$1,700.80	$0.00	$0.00	$1,700.80
CD- PERMT CENTER FEES	1.00	$85.040000	EACH	$85.04	$0.00	$0.00	$85.04
				Invoice Total:			$1,785.84

Inspection Billing for: Richard Gomez
Rose Ave Elementary School
Toro poured driveway on Driskill St.
Permit #25-2800
Saturday: 7/19/25 from 7:00am-3:30pm (8 hours)
Total: 8 hrs. @ $212.60 per hr.= $1,700.80
5% surcharge= $85.04
Total to Bill: 8 hours= $1,785.84

PAYMENT DUE IN FULL WITHIN THIRTY (30) DAYS OF INVOICE DATE.

DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT

City of Oxnard
Building and Engineering Division
214 South "C" Street
Oxnard, CA 93030

General Invoice

Remit Portion

Invoice Date	08/07/2025
Invoice Number	8206
Customer Number	21713
Amount Paid	
Due Date	09/06/2025
Invoice Total Due	$1,785.84

Please write your Account Number on your check and enclose this portion of the bill with your payment.
Make checks payable to: City of Oxnard

INLAND BUILDING CONSTRUCTION
323 S. SIERRA WAY
San Bernardino, CA 92408

0000018202630000820650000178584 9

GENERAL ENGINEERING
CONTRACTORS

Time & Material Summary Report

Inland Building Construction Co, Inc. **06/05/2025**

Job: 12360UPA - Rose Ave. E.S Conc Placement

RFCO # 1

8001-Set Up& Pour Various Concrete Items-May 2025

Bill #	Date	Total $
12360-001	05/12/2025	$6,607.88
12360-002	05/13/2025	$8,597.01
12360-003	05/14/2025	$11,862.03
12360-005	05/19/2025	$6,815.54
12360-006	05/20/2025	$4,357.46
12360-007	05/21/2025	$9,851.31
12360-008	05/22/2025	$2,286.25
12360-009	05/23/2025	$1,335.93

Total RFCO: **$51,713.41**

Prepared By:

Mauricio Romero - T&M Specialist
NAME/TITLE

Accepted By: _____

Print Name: _____

Date: _____

Toro ENTERPRISES INC.
GENERAL ENGINEERING CONTRACTORS

Time and Material Report

12360-001

Notes - 8001-SetUp&PourVar.ConcrtItems-Started the day with safety meeting. Had a grading crew and and a set up Crew grading crew graded out 2 drive ways and hauled away dirt. Set up crew set up 180 lf of 15' ACURB.

Labor	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
1347L J	Juan Carlos Leon	CMTMASON	8.00	73.52	-	-	-	-	15.00	$ 676.38
1463P L	Luisangel Manzano Piceno	CMTMASON	8.00	73.52	-	-	-	-	15.00	$ 676.38
1481B E	Espiridion Baltazar Luna	CMTMASON	8.00	73.52	-	-	-	-	15.00	$ 676.38
1499A S	Seferino Astorga Alderete	CMTMASON	8.00	73.52	-	-	-	-	15.00	$ 676.38
1509O J	Jesus Maximo Orozco	6-APPREN	8.00	62.15	-	-	-	-	15.00	$ 571.78
307 Z J	Jose Luis Zaragoza	CMTMASON	8.00	76.52	1.00	100.77	$24.25	-	15.00	$ 819.87
53CASTEL	Manuel R. Castellon	L1	8.00	71.69	1.00	93.63	$21.94	-	15.00	$ 767.22
76	Jose Juan Alamillo	CMTMASON	8.00	74.82	-	-	-	-	15.00	$ 688.34
										$ 5,552.73

$46.19

Equipment	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
4604	Ford F-600 (2025)		8.00	52.44	-	-	-	-	15.00	$ 482.45
5338	Form Truck - Ptrblt 337 (2020)		8.00	62.25	-	-	-	-	15.00	$ 572.70
										$ 1,055.15

Premium Time Total
$46.19

Grand Total **$ 6,607.88**

Time and Material Report

Date: 05/12/2025
Foreman: Jose Luis Zaragoza
Shift: 1

Job Code: 12360UPA
Rose Ave. E.S Conc Placement

9999-8001 T&M-SetUp&PourVar.ConcrtItems 1.00 LS

Labor	Pay Class	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
Juan Carlos Leon	CMTMASON	8.00	0.00	0.00	8.00
Luisangel Manzano Piceno	CMTMASON	8.00	0.00	0.00	8.00
Espiridion Baltazar Luna	CMTMASON	8.00	0.00	0.00	8.00
Seferino Astorga Alderete	CMTMASON	8.00	0.00	0.00	8.00
Jesus Maximo Orozco	6-APPREN	8.00	0.00	0.00	8.00
Jose Luis Zaragoza	CMTMASON	8.00	1.00	0.00	9.00
Manuel R. Castellon	L1	8.00	1.00	0.00	9.00
Jose Juan Alamillo	CMTMASON	8.00	0.00	0.00	8.00
				Total:	**66.00**

Equipment	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
4604-Ford F-600 (2025)	8.00	0.00	0.00	8.00
5338-Form Truck - Ptrblt 337 (2020)	8.00	0.00	0.00	8.00
			Total:	**16.00**

Trucking	Quantity	Units
Dump Fee	1.000	LD

Inspector Note: Started the day with safety meeting. Had a grading crew and and a set up Crew grading crew graded out 2 drive ways and hauled away dirt. Set up crew set up 180 lf of 15' ACURB.

Approved by

TORO ENTERPRISES INC.
GENERAL ENGINEERING CONTRACTORS

Time and Material Report

12360-002
Rose Ave. E.S Conc Placement
Date Range: 5/13/2025 to 5/13/2025

12360-002

Notes - 8001-SetUp&PourVar.ConcrtItems-Started the day with safety meeting. Poured out 180lf of ACURB. They supplied concrete stripped everything and picked up all our forms

Labor	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup		Total
1347L J	Juan Carlos Leon	CMTMASON	8.00	73.52	-	-	0.50	119.02	$22.75	15.00	$ 744.82
1373T G	Gonzalo Tinoco-Pinon	1-APPREN	8.00	34.92	-	-	0.50	57.67	11.38	15.00	$ 354.42
1383Z A	Alvino John Zuniga	L1	8.00	71.69	-	-	0.50	115.57	$21.94	15.00	$ 726.00
1463P L	Luisangel Manzano Piceno	CMTMASON	8.00	73.52	-	-	0.50	119.02	$22.75	15.00	$ 744.82
1481B E	Espiridion Baltazar Luna	CMTMASON	8.00	73.52	-	-	0.50	119.02	$22.75	15.00	$ 744.82
1499A S	Seferino Astorga Alderete	CMTMASON	8.00	73.52	-	-	0.50	119.02	$22.75	15.00	$ 744.82
1509O J	Jesus Maximo Orozco	6-APPREN	3.00	62.15	-	-	-	-		15.00	$ 214.42
307 Z J	Jose Luis Zaragoza	CMTMASON	8.00	76.52	1.00	100.77	$24.25 0.50	125.02	$24.25	15.00	$ 891.76
53CASTEL	Manuel R. Castellon	L1	8.00	71.69	1.00	93.63	$21.94 0.50	115.57	$21.94	15.00	$ 833.68
89	Ricardo G Moreno	L1	8.00	76.31	-	-	-	-		15.00	$ 702.05
1232M R	Roberto Meza Jr	L1	4.00	71.69	-	-	-	-		15.00	$ 329.77
6PHERNAN	Pedro G Hernandez	L3	5.00	76.30	-	-	0.50	124.79	$24.25	15.00	$ 510.48
											$ 7,541.86

$46.19 $194.76

Equipment	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup		Total
4604	Ford F-600 (2025)		8.00	52.44	-	-	-	-	15.00	$	482.45
5338	Form Truck - Ptrblt 337 (2020)		8.00	62.25	-	-	-	-	15.00	$	572.70
											$ 1,055.15

Premium Time Total
$240.95

Grand Total **$ 8,597.01**

Time and Material Report

Date: 05/13/2025
Foreman: Jose Luis Zaragoza
Shift: 1

Job Code: 12360UPA
Rose Ave. E.S Conc Placement

9999-8001 T&M-SetUp&PourVar.ConcrtItems 0.00 LS

Labor	Pay Class	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
Roberto Meza Jr	L1	4.00	0.00	0.00	4.00
Juan Carlos Leon	CMTMASON	8.00	0.00	0.50	8.50
Gonzalo Tinoco-Pinon	1-APPREN	8.00	0.00	0.50	8.50
Alvino John Zuniga	L1	8.00	0.00	0.50	8.50
Luisangel Manzano Piceno	CMTMASON	8.00	0.00	0.50	8.50
Espiridion Baltazar Luna	CMTMASON	8.00	0.00	0.50	8.50
Seferino Astorga Alderete	CMTMASON	8.00	0.00	0.50	8.50
Jesus Maximo Orozco	6-APPREN	3.00	0.00	0.00	3.00
Jose Luis Zaragoza	CMTMASON	8.00	1.00	0.50	9.50
Manuel R. Castellon	L1	8.00	1.00	0.50	9.50
Pedro G Hernandez	L3	5.00	0.00	0.50	5.50
Ricardo G Moreno	L1	8.00	0.00	0.00	8.00
				Total:	**90.50**

Equipment	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
4604-Ford F-600 (2025)	8.00	0.00	0.00	8.00
5338-Form Truck - Ptrblt 337 (2020)	8.00	0.00	0.00	8.00
			Total:	**16.00**

Material	Quantity	Units
Purchase Rebar	0.001	TON

Inspector Note: Started the day with safety meeting. Poured out 180lf of ACURB. They supplied concrete stripped everything and picked up all our forms

Approved by

Toro ENTERPRISES INC.
GENERAL ENGINEERING CONTRACTORS

Time and Material Report

12360-003
Rose Ave. E.S Conc Placement
Date Range: 5/14/2025 to 5/14/2025

12360-003

Notes - 8001-SetUp&PourVar.ConcrtItems- Started the day with safety meeting started to test up drive way on driskill and the other on la overtake tied rebar 1 foot on center. On both drive ways 8'thick poured everything out made sure to clean everything. And caution tape

Labor	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
1347L J	Juan Carlos Leon	CMTMASON	8.00	73.52	1.00	$22.75 96.27	0.50	119.02	$22.75 15.00	$ 855.53
1373T G	Gonzalo Tinoco-Pinon	1-APPREN	8.00	34.92	1.00	$11.38 46.30	0.50	57.67	$11.38 15.00	$ 407.67
1383Z A	Alvino John Zuniga	L1	8.00	71.69	1.00	$21.94 93.63	0.50	115.57	$21.94 15.00	$ 833.68
1441C J	Jesus Manuel Camacho	O-6	8.00	95.51	-	-	0.50	156.70	$30.60 15.00	$ 968.79
1463P L	Luisangel Manzano Piceno	CMTMASON	8.00	73.52	1.00	$22.75 96.27	0.50	119.02	$22.75 15.00	$ 855.53
1481B E	Espiridion Baltazar Luna	CMTMASON	8.00	73.52	1.00	$22.75 96.27	0.50	119.02	$22.75 15.00	$ 855.53
1499A S	Seferino Astorga Alderete	CMTMASON	8.00	73.52	1.00	$22.75 96.27	0.50	119.02	$22.75 15.00	$ 855.53
1509O J	Jesus Maximo Orozco	6-APPREN	8.00	62.15	1.00	$17.07 79.22	0.50	96.24	$17.05 15.00	$ 718.22
307 Z J	Jose Luis Zaragoza	CMTMASON	8.00	76.52	2.00	$48.50 100.77	0.50	125.02	$24.25 15.00	$ 1,007.64
53CASTEL	Manuel R. Castellon	L1	8.00	71.69	2.00	$43.88 93.63	0.50	115.57	$21.94 15.00	$ 941.35
65	Sergio Fuentes-Espinoza	CMTMASON	8.00	73.52	1.00	$22.75 96.27	0.50	119.06	$22.77 15.00	$ 855.55
										$ 9,155.02
						$256.52			$240.92	

Equipment	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
4604	Ford F-600 (2025)		8.00	52.44	-	-	-	-	15.00	$ 482.45
5338	Form Truck - Ptrblt 337 (2020)		8.00	62.25	-	-	-	-	15.00	$ 572.70
										$ 1,055.15

Materials	Description	Qty	Reg Rate	Markup	Total
MATERIAL	TY | #4 GR60 1/2"X20' Rebar	168.00	8.55	15.00	$ 1,651.86
					$ 1,651.86

Premium Time Total
$497.44

Grand Total **$ 11,862.03**

Time and Material Report

Date: 05/14/2025
Foreman: Jose Luis Zaragoza
Shift: 1

Job Code: 12360UPA
Rose Ave. E.S Conc Placement

9999-8001 T&M-SetUp&PourVar.ConcrtItems 1.00 LS

Labor	Pay Class	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
Juan Carlos Leon	CMTMASON	8.00	1.00	0.50	9.50
Gonzalo Tinoco-Pinon	1-APPREN	8.00	1.00	0.50	9.50
Alvino John Zuniga	L1	8.00	1.00	0.50	9.50
Jesus Manuel Camacho	O-6	8.00	0.00	0.50	8.50
Luisangel Manzano Piceno	CMTMASON	8.00	1.00	0.50	9.50
Espiridion Baltazar Luna	CMTMASON	8.00	1.00	0.50	9.50
Seferino Astorga Alderete	CMTMASON	8.00	1.00	0.50	9.50
Jesus Maximo Orozco	6-APPREN	8.00	1.00	0.50	9.50
Jose Luis Zaragoza	CMTMASON	8.00	2.00	0.50	10.50
Manuel R. Castellon	L1	8.00	2.00	0.50	10.50
Sergio Fuentes-Espinoza	CMTMASON	8.00	1.00	0.50	9.50
				Total:	**105.50**

Equipment	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
4604-Ford F-600 (2025)	8.00	0.00	0.00	8.00
5338-Form Truck - Ptrblt 337 (2020)	8.00	0.00	0.00	8.00
			Total:	**16.00**

Material	Quantity	Units
Purchase Rebar	1.000	TON

Inspector Note: Started the day with safety meeting started to test up drive way on driskill and the other on la overtake tied rebar 1 foot on center. On both drive ways 8'thick poured everything out made sure to clean everything. And caution tape

Approved by

Toro ENTERPRISES INC.
GENERAL ENGINEERING CONTRACTORS

Time and Material Report

12360-005
Rose Ave. E.S Conc. Placement
Date Range: 5/19/2025 to 5/19/2025

12360-005

Notes - 8001-SetUp&PourVar.ConcrtItems-The crew is here working on T & M doing a set up on this includes curb throughout and some curb gutter at parking lot on South east side of job and also parking lot on west side of school

Labor	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
1137G S	Samuel M Gonzalez III	CMTMASON	8.00	73.52	-	-	-	-	15.00	$ 676.38
1177G H	Hugo T Gil	7-APPREN	8.00	73.52	-	-	-	-	15.00	$ 676.38
1291G D	Daniel Garcia	L1-WT	8.00	75.51	1.00	97.95	$22.44	-	15.00	$ 807.33
1399C J	Jaime R Castellon	CMTMASON	8.00	73.52	-	-	-	-	15.00	$ 676.38
18SBARAJ	Samuel Barajas	O-6	8.00	97.51	-	-	-	-	15.00	$ 897.09
255 G S	Samuel M. Gonzalez Jr	CMTMASON	1.00	105.96	-	-	-	-	15.00	$ 121.85
										$ 3,855.41

Equipment	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
5208	Ford F-250 (2018)		8.00	35.85	-	-	-	-	15.00	$ 329.82
4206	Ford F-250 (2023)		1.00	35.85	-	-	-	-	15.00	$ 41.23
										$ 371.05

Materials	Description	Qty	Reg Rate	Markup	Total
MATERIAL	TY | #4 GR60 1/2"x20' Rebar	168.00	8.55	15.00	$ 1,651.86
MATERIAL	WhiteCap #50031327321	1.00	814.97	15.00	$ 937.22
					$ 2,589.08

Premium Time Total
$22.44

Grand Total **$ 6,815.54**

Time and Material Report

Date: 05/19/2025
Foreman: Samuel M. Gonzalez Jr
Shift: 1

Job Code: 12360UPA
Rose Ave. E.S Conc Placement

9999-8001 T&M-SetUp&PourVar.ConcrtItems 0.00 LS

Labor	Pay Class	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
Samuel M Gonzalez III	CMTMASON	8.00	0.00	0.00	8.00
Hugo T Gil	7-APPREN	8.00	0.00	0.00	8.00
Daniel Garcia	L1-WT	8.00	1.00	0.00	9.00
Jaime R Castellon	CMTMASON	8.00	0.00	0.00	8.00
Samuel Barajas	O-6	8.00	0.00	0.00	8.00
Samuel M. Gonzalez Jr	CMTMASON	1.00	0.00	0.00	1.00
				Total:	**42.00**

Equipment	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
4206-Ford F-250 (2023)	1.00	0.00	0.00	1.00
5208-Ford F-250 (2018)	8.00	0.00	0.00	8.00
			Total:	**9.00**

Material	Quantity	Units
Purchase Rebar	1.000	TON

Inspector Note: The crew is here working on T & M doing a set up on this includes curb throughout and some curb gutter at parking lot on South east side of job and also parking lot on west side of school

Approved by

GENERAL ENGINEERING CONTRACTORS

Time and Material Report

12360-006
Rose Ave. E.S Conc Placement
Date Range: 5/20/2025 to 5/20/2025

12360-006

Notes - 8001-SetUp&PourVar.ConcrtItems-We are doing a set up only here getting ready to pour tomorrow. This includes putting rebar and all the curb. We are setting up curb only 15 inches high pieces of curb and gutter and a 0 inch curb. All of this work is per the superintendent Shane that we are doing and the plans are being provided by him.

Labor	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
1291G D	Daniel Garcia	L1-WT	8.00	75.51	1.00	97.95	$22.44	-	15.00	$ 807.33
1399C J	Jaime R Castellon	CMTMASON	8.00	73.52	-	-	-	-	15.00	$ 676.38
1463P L	Luisangel Manzano Piceno	CMTMASON	8.00	73.52	-	-	-	-	15.00	$ 676.38
18SBARAJ	Samuel Barajas	O-6	8.00	97.51	-	-	-	-	15.00	$ 897.09
255 G S	Samuel M. Gonzalez Jr	CMTMASON	2.00	105.96	-	-	-	-	15.00	$ 243.71
										$ 3,300.89

Equipment	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
5340	Form Truck - Ptrblt 337 (2020)		9.00	62.25	-	-	-	-	15.00	$ 644.29
5208	Ford F-250 (2018)		8.00	35.85	-	-	-	-	15.00	$ 329.82
4206	Ford F-250 (2023)		2.00	35.85	-	-	-	-	15.00	$ 82.46
										$ 1,056.57

Premium Time Total
$22.44

Grand Total **$ 4,357.46**

Time and Material Report

Date: 05/20/2025
Foreman: Samuel M. Gonzalez Jr
Shift: 1

Job Code: 12360UPA
Rose Ave. E.S Conc Placement

9999-8001 T&M-SetUp&PourVar.ConcrtItems 0.00 LS

Labor	Pay Class	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
Daniel Garcia	L1-WT	8.00	1.00	0.00	9.00
Jaime R Castellon	CMTMASON	8.00	0.00	0.00	8.00
Luisangel Manzano Piceno	CMTMASON	8.00	0.00	0.00	8.00
Samuel Barajas	O-6	8.00	0.00	0.00	8.00
Samuel M. Gonzalez Jr	CMTMASON	2.00	0.00	0.00	2.00
				Total:	**35.00**

Equipment	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
4206-Ford F-250 (2023)	2.00	0.00	0.00	2.00
5208-Ford F-250 (2018)	8.00	0.00	0.00	8.00
5340-Form Truck - Ptrblt 337 (2020)	9.00	0.00	0.00	9.00
			Total:	**19.00**

Material	Quantity	Units
Purchase AC Paving Materials	0.001	TONS

Inspector Note: We are doing a set up only here getting ready to pour tomorrow. This includes putting rebar and all the curb. We are setting up curb only 15 inches high pieces of curb and gutter and a 0 inch curb. All of this work is per the superintendent Shane that we are doing and the plans are being provided by him.

Time and Material Report

Date: 05/20/2025
Foreman: Samuel M. Gonzalez Jr
Shift: 1

Job Code: 12360UPA
Rose Ave. E.S Conc Placement

9999-8001	T&M-SetUp&PourVar.ConcrtItems	0.00	LS

Approved by

Toro ENTERPRISES INC.
GENERAL ENGINEERING CONTRACTORS

Time and Material Report

12360-007
Rose Ave. E.S Conc Placement
Date Range: 5/21/2025 to 5/21/2025

12360-007

Notes - 8001-SetUp&PourVar.ConcrtItems- Poured multiple pieces of A curb Poured 6' mole strip Poured curbing gutter Poured a mole strip 18 inches wide 1 foot deep All the pieces we poured had rebar in them Poured a total of 28 yards of pieces Pick up material Use holiday concrete

Labor	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup		Total
1177G H	Hugo T Gil	7-APPREN	8.00	73.52	1.00	96.27	$22.75	0.50	119.02	$22.75	15.00	$	855.53
1291G D	Daniel Garcia	L1-WT	8.00	75.51	2.00	97.95	$48.88	0.50	120.36	$22.43	15.00	$	989.18
1347L J	Juan Carlos Leon	CMTMASON	8.00	73.22	1.00	96.27	$23.05	0.50	118.98	$22.88	15.00	$	852.75
1383Z A	Alvino John Zuniga	L1	8.00	71.69	1.00	93.63	$21.94	0.50	115.57	$21.94	15.00	$	833.68
1399C J	Jaime R Castellon	CMTMASON	8.00	73.52	1.00	96.27	$23.05	0.50	119.02	$22.75	15.00	$	855.53
1463P L	Luisangel Manzano Piceno	CMTMASON	8.00	73.52	1.00	96.27	$23.05	0.50	119.02	$22.75	15.00	$	855.53
18SBARAJ	Samuel Barajas	O-6	8.00	97.51	1.00	129.10	$31.59	0.50	160.69	$31.59	15.00	$	1,137.95
250 G P	Pablo Gonzalez Jr	CMTMASON	8.00	80.97	2.00	102.45	$42.96	0.50	133.88	$26.46	15.00	$	1,057.54
65	Sergio Fuentes-Espinoza	CMTMASON	8.00	73.52	1.00	96.27	$22.75	0.50	119.02	$22.75	15.00	$	855.53
												$	**8,293.22**

$260.02

$216.30

Equipment	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup		Total
5340	Form Truck - Ptrblt 337 (2020)		9.00	62.25	-	-	-	-	15.00	$	644.29
5208	Ford F-250 (2018)		9.00	35.85	-	-	-	-	15.00	$	371.05
4504	Ford F-550 (2023)		9.00	52.44	-	-	-	-	15.00	$	542.75
										$	**1,558.09**

Premium Time Total
$476.32

Grand Total **$ 9,851.31**

Time and Material Report

Date: 05/21/2025
Foreman: Pablo Gonzalez Jr
Shift: 1

Job Code: 12360UPA
Rose Ave. E.S Conc Placement

9999-8001 T&M-SetUp&PourVar.ConcrtItems 0.00 LS

Labor	Pay Class	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
Hugo T Gil	7-APPREN	8.00	1.00	0.50	9.50
Daniel Garcia	L1-WT	8.00	2.00	0.50	10.50
Juan Carlos Leon	CMTMASON	8.00	1.00	0.50	9.50
Alvino John Zuniga	L1	8.00	1.00	0.50	9.50
Jaime R Castellon	CMTMASON	8.00	1.00	0.50	9.50
Luisangel Manzano Piceno	CMTMASON	8.00	1.00	0.50	9.50
Samuel Barajas	O-6	8.00	1.00	0.50	9.50
Pablo Gonzalez Jr	CMTMASON	8.00	2.00	0.50	10.50
Sergio Fuentes-Espinoza	CMTMASON	8.00	1.00	0.50	9.50
				Total:	**87.50**

Equipment	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
4504-Ford F-550 (2023)	9.00	0.00	0.00	9.00
5208-Ford F-250 (2018)	9.00	0.00	0.00	9.00
5340-Form Truck - Ptrblt 337 (2020)	9.00	0.00	0.00	9.00
			Total:	**27.00**

Material	Quantity	Units
Purchase Concrete	0.001	CY

Inspector Note:
Poured multiple pieces of A curb
Poured 6' mole strip
Poured curbing gutter
Poured a mole strip 18 inches wide 1 foot deep
All the pieces we poured had rebar in them
Poured a total of 28 yards of pieces
Pick up material
Use holiday concrete

Approved by

TORO ENTERPRISES INC.
GENERAL ENGINEERING CONTRACTORS

Time and Material Report

12360-008
Rose Ave. E.S Conc Placement
Date Range: 5/22/2025 to 5/22/2025

12360-008

Notes - 8001-SetUp&PourVar.ConcrtItems-We are here pouring the remainder of the curb available to pour. We are finishing both sides of the curb. Some of the stuff we needed to pour with a tractor because the concrete truck could not make it in this area. We finished all curb that was available for us to pour.

Labor	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup		Total
1137G S	Samuel M Gonzalez III	CMTMASON	8.00	73.52	-	-	0.50	119.02	$22.75 15.00	$	744.82
1177G H	Hugo T Gil	7-APPREN	8.00	73.52	-	-	0.50	119.02	$22.75 15.00	$	744.82
255 G S	Samuel M. Gonzalez Jr	CMTMASON	4.00	105.96	-	-	-	-	15.00	$	487.42
1383Z A	Alvino John Zuniga	L1	1.75	71.69	-	-	-	-	15.00	$	144.28
										$	**2,121.34**

Equipment	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup		Total
4206	Ford F-250 (2023)		4.00	35.85	-	-	-	-	15.00	$	164.91
										$	**164.91**

Premium Time Total
$45.50

Grand Total **$ 2,286.25**

Time and Material Report

Date: 05/22/2025
Foreman: Samuel M. Gonzalez Jr
Shift: 1

Job Code: 12360UPA
Rose Ave. E.S Conc Placement

9999-8001 T&M-SetUp&PourVar.ConcrtItems 0.00 LS

Labor	Pay Class	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
Samuel M Gonzalez III	CMTMASON	8.00	0.00	0.50	8.50
Hugo T Gil	7-APPREN	8.00	0.00	0.50	8.50
Alvino John Zuniga	L1	1.75	0.00	0.00	1.75
Samuel M. Gonzalez Jr	CMTMASON	4.00	0.00	0.00	4.00
				Total:	**22.75**

Equipment	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
4206-Ford F-250 (2023)	4.00	0.00	0.00	4.00
			Total:	**4.00**

Material	Quantity	Units
Purchase AC Paving Materials	0.001	TONS

Inspector Note: We are here pouring the remainder of the curb available to pour. We are finishing both sides of the curb. Some of the stuff we needed to pour with a tractor because the concrete truck could not make it in this area. We finished all curb that was available for us to pour.

Time and Material Report

Date: 05/22/2025
Foreman: Samuel M. Gonzalez Jr
Shift: 1

Job Code: 12360UPA
Rose Ave. E.S Conc Placement

9999-8001	T&M-SetUp&PourVar.ConcrtItems	0.00	LS

Approved by

Inland Building Construction Companies Inc
323 South Sierra Way
San Bernardino, California 92408
P: 9098846276

Project: 21-042 - STWF-Rose ES - BP#28 Site Concrete
220 S. Driskill St.
Oxnard , California 93030

T&M Ticket #2

Performed on	May 17, 2025	**Reference #**	CE#365 Code 205
Location		**Ordered by**	Alex Garcia (Balfour Beatty)
Status	Closed		
Description	Premium time for Saturday work only. Set forms and felt headers for flatwork, receive delivery of 3 truck loads of base. 11 guys total for premium time only.		

Labor (11)

Employee	Classification	Time Type	Hours
David Tolman (Inland Building Construction Companies Inc)	Carpenter Journeyman	Regular Time	8.00
Jorge Mendoza	Carpenter Journeyman	Regular Time	8.00
Rigoberto Mendoza (Inland Building Construction Companies Inc)	Carpenter Foreman	Regular Time	8.00
Joshua Mendoza	Carpenter Apprentice	Regular Time	8.00
Shane Ward (Inland Building Construction Companies Inc)	Superintendent	Regular Time	8.00
Geovany Orozco (Inland Building Construction Companies Inc)	Carpenter Journeyman	Regular Time	8.00
Marvin Alvary	Laborer Journeyman	Regular Time	8.00
Eric Mendoza	Carpenter Apprentice	Regular Time	8.00
Santiago Cano Beltran	Carpenter Apprentice	Regular Time	8.00
Romney Cardenas-Herrera	Carpenter Journeyman	Regular Time	8.00
Benjamin Mendoza-Rodriguez (Inland Building Construction Companies Inc)	Carpenter Foreman	Regular Time	8.00
		Total:	88.00

Materials (1)

Material	Description	Unit	Quantity
Base	Base for under flatwork	ea	60.00
		Total:	60.00

Equipment (1)

Equipment	Description	Unit	Quantity
Skidsteer	H&E	Hours	8.00
		Total:	8.00

Attachments



1747507780926.732178_templmage.jpeg



1747507781035.793945_templmage.jpeg



1747507780991.435059_templmage.jpeg



Inland Sat 5.17.25.pdf

Approvals

COMPANY SIGNATURE	DATE	CUSTOMER SIGNATURE	DATE

Notes

From: **Alamillo, Rafael** ralamillo@balfourbeattyus.com
Subject: RE: ROSE ELEMENTARY (CONCRETE WORK)- PW
Date: June 23, 2025 at 8:58 PM
To: Shane Ward shane@ibccinc.com, Cliff Rodrick cliff@ibccinc.com
Cc: Kuykendall, Dennis DKuykendall@Balfourbeattyus.com, Carbajal, Filbert FCarbajal@Balfourbeattyus.com, Garcia, Alex AlexGarcia@Balfourbeattyus.com, Jeff Murray jeff@ibccinc.com, Jason Landress jlandress@ibccinc.com, 15650000 Rose K5 Reconstruction 15650000RoseK5Recon@Balfourbeattyus.com, com-inbound-rose-ave-elem-school-reconstruction@procoretech.com

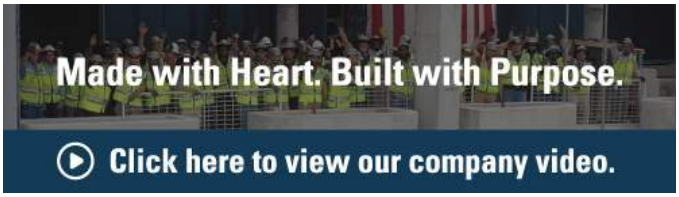
RA

Shane, Cliff,

Use CE #365

Rafael Alamillo
Senior Project Manager | Balfour Beatty
C: 805.208.7462
E: ralamillo@balfourbeattyus.com | www.balfourbeattyus.com
300 E Esplanade Drive, Suite #1220, Oxnard, CA 93036

Balfour Beatty



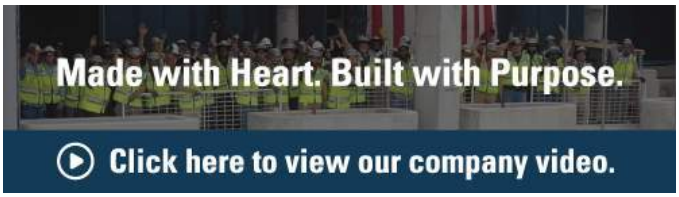
From: Garcia, Alex <AlexGarcia@Balfourbeattyus.com>
Sent: Monday, June 23, 2025 2:53 PM
To: Shane Ward <shane@ibccinc.com>; Cliff Rodrick <cliff@ibccinc.com>; Jeff Murray <jeff@ibccinc.com>; Jason Landress <jlandress@ibccinc.com>
Cc: Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>
Subject: RE: ROSE ELEMENTARY (CONCRETE WORK)- PW

Shane per our call the questioned will be RFI'd. The district has been advised. We have asked the PW inspector for further clarification. The work can be tracked for further review.

Ralph, please issue Inland a CE to track the work.

Alexander Garcia
Project Superintendent | Balfour Beatty
C: 805-400-5787
E: alexgarcia@balfourbeattyus.com | www.balfourbeattyus.com

Balfour Beatty



From: Shane Ward <shane@ibccinc.com>
Sent: Monday, June 23, 2025 10:35 AM
To: Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Cliff Rodrick <cliff@ibccinc.com>; Jeff Murray <jeff@ibccinc.com>; Jason Landress <jlandress@ibccinc.com>
Cc: Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>
Subject: RE: ROSE ELEMENTARY (CONCRETE WORK)- PW

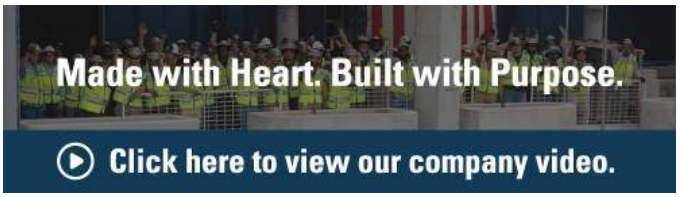
Alex that does not answer the question asked the PW inspector is adding scope how do you want to handle it ?

From: Garcia, Alex <AlexGarcia@Balfourbeattyus.com>
Sent: Friday, June 20, 2025 7:15 AM
To: Cliff Rodrick <cliff@ibccinc.com>; Shane Ward <shane@ibccinc.com>; Jeff Murray <jeff@ibccinc.com>
Cc: ralamillo@balfourbeattyus.com; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; fcarbajal@balfourbeattyus.com
Subject: RE: ROSE ELEMENTARY (CONCRETE WORK)- PW

Cliff, the basis of the email below was simply to relate a message the PW inspector informed me about being that Inland had no one on site to coordinate the work. BB is requesting that Inland coordinate with the PW inspector any requirements to obtain a final sign off.

Alexander Garcia
Project Superintendent | Balfour Beatty
C: 805-400-5787
E: alexgarcia@balfourbeattyus.com | www.balfourbeattyus.com

Balfour Beatty



From: Cliff Rodrick <cliff@ibccinc.com>
Sent: Thursday, June 19, 2025 3:29 PM
To: Garcia, Alex <AlexGarcia@Balfourbeattyus.com>
Cc: Shane Ward <shane@ibccinc.com>; Jeff Murray <jeff@ibccinc.com>; Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>
Subject: Re: ROSE ELEMENTARY (CONCRETE WORK)- PW

Good afternoon Alex,
IBCC is currently demoed per plan and documents.
PW inspector is adding scope.

Please provide CE# that should be used to track added cost.
Thank you

IBCC
INLAND BUILDING CONSTRUCTION COMPANIES, INC.
Cliff Rodrick, Project Manager
C: 909-214-7639
323 S. Sierra Way, San Bernardino, CA 92408
ibccinc.com | cliff@ibccinc.com

On Jun 19, 2025, at 6:24 PM, Garcia, Alex <AlexGarcia@balfourbeattyus.com> wrote:

Shane, see below from the PW inspector, he notes the discussed during our call. Questions regarding the matter should be addressed with him. What BB will be looking for is an approval by PW for the installations.

Alexander Garcia
Project Superintendent | Balfour Beatty
C: 805-400-5787
E: alexgarcia@balfourbeattyus.com | www.balfourbeattyus.com
<image001.png>
<image002.png>

From: Gomez, Richard <richard.gomez@oxnard.org>
Sent: Thursday, June 19, 2025 2:34 PM
To: Garcia, Alex <AlexGarcia@Balfourbeattyus.com>
Cc: ambrocioyoro@oxnard.org
Subject: ROSE ELEMENTARY (CONCRETE WORK)

External Email

Alex,

On my site visit today I see you are demoing sidewalk to install the new driveway's. Can you make sure the contractor checks tie-in to existing sidewalk, if existing sidewalk is not in compliance with City standards. They will need to take an extra panel out for a transition panel.

Thank you,

Richard Gomez | Construction Inspector
Community Development Department
214 S C Street | Oxnard, CA 93030
Cell: 805-314-4458 |
www.oxnard.org/build

GENERAL ENGINEERING
CONTRACTORS

Time & Material Summary Report

Inland Building Const Co., Inc 07/09/2025

Job: 12360UPA - Rose Ave. E.S Conc Placement

RFCO # 4

8002-Grading- June

Bill #	Date	Total $
12360-013	06/19/2025	$181.27
12360-014	06/19/2025	$4,822.74
12360-015	06/19/2025	$546.06
12360-016	06/20/2025	$7,696.25
12360-018	06/23/2025	$4,385.74
12360-019	06/24/2025	$2,604.15

Total RFCO: **$20,236.21**

Prepared By:

Mauricio Romero - T&M Specialist
NAME/TITLE

Accepted By: _____

Print Name: _____

Date: _____

Toro ENTERPRISES INC.
GENERAL ENGINEERING CONTRACTORS

Time and Material Report

12360-018
Rose Ave. E.S Conc Placement
Date Range: 6/23/2025 to 6/23/2025

12360-018

Notes - 8002-Grading-Crew continued demoing Concrete & AC for new improvements along Driskill and at end of La Puerta. At the ADA ramps and Driveways on Driskill, 1 additional sidewalk panel was saw-cut and demoed on either side of new improvements for a transition due to existing sidewalk not being ADA compliant. 2 Loads of offsite demo were generated today and hauled to Vulcan Saticoy. 5.5HR Super-10 hauling demo Ticket #B-1094661 2 Loads Demo Dumped Ticket #1652792

Labor	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
1414M H	Henry Edward Miller	O-8	4.00	97.62	-	-	-	-	15.00	$ 449.05
1090B S	Sergio Solorio-Banderas	L1	4.00	71.69	-	-	-	-	15.00	$ 329.77
1491G A	Arturo Garcia Guevara	L1-WT	5.00	77.16	1.00	100.43	-	-	15.00	$ 559.16
839 C R	Rogelio Mancilla-Chavez	O-8	4.00	95.62	-	-	-	-	15.00	$ 439.85
926 M A	Albert Magana	O-8	4.00	95.62	-	-	-	-	15.00	$ 439.85
1318C R	Ruben Joesph Cortez	L1	3.00	71.69	-	-	-	-	15.00	$ 247.33
										$ 2,465.01

Equipment	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
4207	Ford F-250 (2024)		4.00	35.85	-	-	-	-	15.00	$ 164.91
6121	Water Buffalo (2000)		2.00	8.81	-	-	-	-	15.00	$ 20.26
6802	Hamm HD8VV Roller (2018)		2.00	52.44	-	-	-	-	15.00	$ 120.61
5501	Ford F-550 (2016)		5.00	52.44	-	-	-	-	15.00	$ 301.53
7401	JD410L (2019)		4.00	88.65	-	-	-	-	15.00	$ 407.79
										$ 1,015.10

Materials	Description	Qty	Reg Rate	Markup	Total
MATERIAL	VulcanMat #3760252	1.00	100.00	15.00	$ 115.00
					$ 115.00

Sub	Description	Qty	Reg Rate	Markup	Total
SUB	Flaco's Trucking	5.50	125.00	15.00	$ 790.63
					$ 790.63

Grand Total **$ 4,385.71**

Daily Time and Materials (T&M) Report

Date: 6/23/2025
Foreman: Henry Edward Miller (1414M H)
Toro Enterprises

12360UPA (Rose Ave. E.S Conc Placement)

9999-8002 - T&M-Grading **Quantity: 0.1 ls**

Notes:
Crew continued demoing Concrete & AC for new improvements along Driskill and at end of La Puerta. At the ADA ramps and Driveways on Driskill, 1 additional sidewalk panel was saw-cut and demoed on either side of new improvements for a transition due to existing sidewalk not being ADA compliant. 2 Loads of offsite demo were generated today and hauled to Vulcan Saticoy.

5.5HR Super-10 hauling demo
Ticket #B-1094661

2 Loads Demo Dumped
Ticket #16527922

Labor	Hours	Overtime Hours	Total Hours
1090B S - Sergio Solorio-Banderas	4	0	4
1318C R - Ruben Joesph Cortez	3	0	3
1414M H - Henry Edward Miller	4	0	4
1491G A - Arturo Garcia Guevara	5	1	6
839 C R - Rogelio Mancilla-Chavez	4	0	4
926 M A - Albert Magana	4	0	4

Total Labor Hours: 25

Equipment	Hours
4207 - Ford F-250 (2024)	4

5501 - Ford F-550 (2016) Saw Truck	5
6121 - Water Buffalo (2000)	2
6802 - Hamm HD8VV Roller (2018)	2
7401 - JD410L (2019)	4

Total Equipment Hours: 17

Materials	Qty Installed
TR-HR - Hourly Trucking	5.5 HR
DUMPFEE - Dump Fee	2 LD

9999-8005 - T&M-Fence Removal

Quantity: 0.1 ls

Notes:

Crew disassembled and removed Fence and Gates between and in front of new driveways on Driskill. Concrete post footings were removed and demoed and hauled off with other demo generated from offsite improvements. Post holes were backfilled and compacted at backside of sidewalk. Concrete Gate Track Footing at both driveway entrances were demoed and hauled off as well.

Crew cut up and stockpiled all metal posts and chain link and this will be hauled to dump tomorrow.

Labor	Hours
1090B S - Sergio Solorio-Banderas	3
1318C R - Ruben Joesph Cortez	3
1414M H - Henry Edward Miller	3
839 C R - Rogelio Mancilla-Chavez	3
926 M A - Albert Magana	3

Total Labor Hours: 15

Equipment	Hours
4207 - Ford F-250 (2024)	3
7401 - JD410L (2019)	3

Total Equipment Hours: 6

9999-8006 - T&M-Demo/Grade Onsite

Quantity: 0.1 ls

Notes:

Toro saw-cutter sawcut 6 panel removals along Driskill which were marked and to accommodate a transition to new improvements from existing SW which is not ADA compliant. Saw-cutter also cut AC at SE corner of site for new driveway and curb returns. Crew demoed AC and loaded out rubble into super-10 which hauled demo to Vulcan Saticoy. Crew will grade curb returns and driveway tomorrow.

2HR Super-10 Hauling Demo
Ticket #B-1094661

1 Load Demo Dumped
Ticket #22092814

Labor	Hours	Overtime Hours	Total Hours
1090B S - Sergio Solorio-Banderas	1	0	1
1414M H - Henry Edward Miller	1	1	2
839 C R - Rogelio Mancilla-Chavez	1	0	1
926 M A - Albert Magana	1	0	1

Total Labor Hours: 5

Equipment	Hours
4207 - Ford F-250 (2024)	1
6121 - Water Buffalo (2000)	1
6802 - Hamm HD8VV Roller (2018)	1
7401 - JD410L (2019)	1

Total Equipment Hours: 4

Materials	Qty Installed
TR-HR - Hourly Trucking	2
DUMPFEE - Dump Fee	1

Signature only verifies materials and hours worked.
Verification does not constitute approval of extra work.

Date: 7/21/2025

Verified By: Jason Landress

Printed Name: Jason Landress - IBCC Superintendent

Vulcan Materials Company and Subsidiaries

CALMAT CO.

SHIP TO:

FOB ANNUAL SATICOY / SUN VALLE
220 S. DRISKILL ST
FOB SATICOY/VAR LOC
OXNARD,
OXNARD,CA,93036

RECEIVED
JUN 26 2025
ACCOUNTING

SOLD TO:

TORO ENTERPRISES INC
PO BOX 6285
Oxnard, CA 93031

INVOICE

JOB #	COST CODE
12360	8002

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:

Calmat Co dba Vulcan Materials Co
PO Box 55572
Los Angeles, CA 90074-5572, US
Phone: 1-800-777-8752 or help@vmcmail.com

CUSTOMER NO:	99581-219610
INVOICE NO:	3760252
INVOICE DATE:	06/25/2025
INVOICE AMT:	100.00
ORDER:	1276242
DUE DATE:	07/15/2025

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.

TAXES: PERCENT: AMOUNT:

SALES TAX:	0.00
FEES:	0.00
TOTAL PRODUCT:	100.00
TOTAL FREIGHT:	0.00
TOTAL OTHER:	0.00

Pay this AMOUNT: $100.00

TOTAL QUANTITY:	TOTAL LOADS:
1.00	1.00

SALES REP	PO NUMBER	REF	CONTRACT NO.	TAX EXEMPT ID.	TERMS
Rush Leavitt	12360				NET 15th PROX - Payable in full by the 15th of each month following month of shipment

INVOICE #	INVOICE DATE	CUSTOMER NUMBER	LOCATION	LOCATION	ORDER	BILL OF LADING	FOB
3760252	06/25/2025	99581-219610	4984-231	SATICOY HMA	1276242		PICKUP

TICKET DETAIL

						PRODUCT			FREIGHT			OTHER CHARGES			
SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	AMOUNT
06/23/2025	16527922	09A4		8LAL1	ASPH DUMP - 2 YARD	L	1.00	100.00							100.00

SAVE TIME AND SAVE A TREE WITH EMAIL INVOICE DELIVERY!

Receive your invoice faster and help save the environment by enrolling in our email invoicing service. With email, Invoices are sent in one easy to open file directly to your inbox. To sign up, contact us at help@vmcmail.com or call us at 1-800-777-8752.

Invoice

FLACOS TRUCKING

11127 TELFAIR AVE
PACOIMA, CA 91331
SBE, DBE & MBE CERTIFIED

FLACOSTRUCKING@AOL.COM

Date	Invoice #
6/30/2025	4363

Bill To

TORO ENTERPRISES, INC.
P.O. BOX 6285
OXNARD, CA 93031

Terms
Net 15

Date	Ticket # & Subhauler	Description	Job # & Foreman	Hours	Rate Per...	Balance
6/23/2025	9000063 FLACOS #66	SUPER 10'S Trucking Services	13525 JORDAN	6	125.00	750.00
		SUBTOTAL				750.00
6/23/2025	1866129 3AC CARRILLO #3	SUPER 10'S Trucking Services	13641 JOSE	6	125.00	750.00
6/24/2025	1866130 3AC CARRILLO #3	SUPER 10'S Trucking Services	13641 JOSE	6	125.00	750.00
6/25/2025	9000065 FLACOS #66	SUPER 10'S Trucking Services	13641 JOSE	6.5	125.00	812.50
6/24/2025	1833352 M SANDOVAL #5	SUPER 10'S Trucking Services	13641 JOSE	8	125.00	1,000.00
6/26/2025	1190121 HARO BROS #24	SUPER 10'S Trucking Services	13641 JOSE	6	125.00	750.00
6/26/2025	5753940 1822 #1	SUPER 10'S Trucking Services	13641 JOSE	7.5	125.00	937.50
6/27/2025	5753941 1822 #1	SUPER 10'S Trucking Services	13641 JOSE	7	125.00	875.00
		SUBTOTAL				5,875.00
6/23/2025	1094661 H DIAZ	SUPER 10'S Trucking Services	12360 HENRY	7.5	125.00	937.50
		SUBTOTAL				937.50
6/24/2025	2641261 JSA #17	SUPER 10'S Trucking Services	14806 ANDY	8.5	125.00	1,062.50
		SUBTOTAL				1,062.50
6/24/2025	1094662 H DIAZ #01	SUPER 10'S Trucking Services	14851 SERGIO	7.5	125.00	937.50
6/24/2025	1190556 HARO BROS #71	SUPER 10'S Trucking Services	14851 SERGIO	7	125.00	875.00
		SUBTOTAL				1,812.50
6/24/2025	9000064 FLACOS #66	SUPER 10'S Trucking Services	14161 RUBEN	6	125.00	750.00
6/24/2025	1190119 HARO BROS #24	SUPER 10'S Trucking Services	14161 RUBEN	6	125.00	750.00
6/24/2025	8074642 H DIAZ #02	SUPER 10'S Trucking Services	14161 RUBEN	6	125.00	750.00
6/24/2025	1864404 MACI #2	SUPER 10'S Trucking Services	14161 RUBEN	8	125.00	1,000.00
		SUBTOTAL				3,250.00
6/25/2025	1866131 3AC CARRILLO #3	SUPER 10'S Trucking Services	14584 LUIS	6	125.00	750.00
		SUBTOTAL				750.00
6/25/2025	190120 HARO BROS #24	SUPER 10'S Trucking Services	11635 MIKE	7	125.00	875.00
6/25/2025	2641262 JSA #17	SUPER 10'S Trucking Services	11635 MIKE	7.5	125.00	937.50
6/26/2025	1189322 LAL LLC #02	SUPER 10'S Trucking Services	11635 MIKE	6	125.00	750.00

Total

Invoice

FLACOS TRUCKING

11127 TELFAIR AVE
PACOIMA, CA 91331
SBE, DBE & MBE CERTIFIED

FLACOSTRUCKING@AOL.COM

Date	Invoice #
6/30/2025	4363

Bill To

TORO ENTERPRISES, INC.
P.O. BOX 6285
OXNARD, CA 93031

Terms
Net 15

Date	Ticket # & Subhauler	Description	Job # & Foreman	Hours	Rate Per...	Balance
6/26/2025	0906235 M OLVERA #20	SUPER 10'S Trucking Services	11635 MIKE	6.25	125.00	781.25
6/27/2025	0906236 M OLVERA #20	SUPER 10'S Trucking Services	11635 MIKE	8	125.00	1,000.00
6/27/2025	1189323 LAL #02	SUPER 10'S Trucking Services	11635 MIKE	9	125.00	1,125.00
		SUBTOTAL				5,468.75
6/27/2025	1190122 HARO BROS #24	SUPER 10'S Trucking Services	13177 JORGE	6.25	125.00	781.25
		SUBTOTAL				781.25
6/25/2025	1864405 MACI #2	SUPER 10'S Trucking Services	13269 SERGIO	11.5	125.00	1,437.50
		SUBTOTAL				1,437.50

Total $22,125.00

NON-NEGOTIABLE BILL-OF-LADING AND TRANSPORTATION AGREEMENT

BILL NO. **B- 1094661**

PRINCIPAL CARRIER: Flacos trucking

DATE: 6/23/25

ADDRESS:

CITY/STATE/ZIP: PH.

UNDERLYING CARRIER (IF ANY): H Diaz trucking

ADDRESS: PH.

JOB #	12360
BROKER #	
TRUCK #	01
TRAILER #	04004AY
CA #	444104

SHIPPER: Tovo Ent	RECEIVER: Vai Can
ADDRESS: 220 S. Driskill St	ADDRESS: 6028 E Vinyard
CITY/STATE/ZIP: Oxnard CA	CITY/STATE/ZIP: Oxnard Ca
POINT OF ORIGIN:	POINT OF DESTINATION:

EQUIPMENT TYPE

- ☐ 10-WHEELER
- ☐ SUPER-10
- ☐ STRONG ARM
- ☐ SUPER TAG
- ☐ TRANSFER
- ☐ DBL BOTTOMS
- ☐ SEMI-BOTTOM
- ☐ END DUMP
- ☐ SIDE DUMP
- ☐ TRUCK & PUP
- ☐ WATER TRUCK
- ☐ FLAT BED
- ☐ MIXER
- ☐ SWEEPER
- ☐ OTHER

☒ HOURLY ☐ TONNAGE ☐ PER LOAD

RATE @ $ 125

	TAG NO.	WEIGHT	COMMODITY	LOADING ARRIVE	LOADING DEPART	UNLOADING ARRIVE	UNLOADING DEPART	STANDBY TIME	BREAKDOWN OR REASON FOR DELAY
1			Concrete	8:00	940	1000	1115		
2			Concrete	1330	1:40	255	2:00		
3			Concrete	218	225	255	3:00		
4									
5									
6		#12360							
7		CC	9999-8002						
8									
9									
10									
11									
12									
13									
14									
15									

REPORTING TIME	ENDING TIME	TOTAL TIME	DEDUCTIBLE TIME	NET TIME	TOTAL TONS	ACCESSORIAL OTHER
8:00 am	3:30	7.5		7.5		

START DRIVING TIME LAST TRIP	ARRIVAL TIME AT DUMP LAST TRIP	END LOADING LAST TRIP	RUNNING TIME LAST TRIP	SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE	TOTAL CHARGES

H Diaz trucking — DRIVER SIGNATURE

[signature] — SHIPPER/RECEIVER (AGENT OR DEBITOR) SIGNATURE

JOB

GENERAL ENGINEERING
CONTRACTORS

Time & Material Summary Report

Inland Building Const Co., Inc **07/10/2025**

Job: 12360UPA - Rose Ave. E.S Conc Placement

RFCO # 7

8006-Demo/Grade Onsite-June 2025

Bill #	Date	Total $
12360-028	06/23/2025	$1,294.40
12360-029	06/24/2025	$2,556.17

Total RFCO: **$3,850.57**

Prepared By:

Mauricio Romero - T&M SPecialist
NAME/TITLE

Accepted By: _____

Print Name: _____

Date: _____

Toro ENTERPRISES INC.
GENERAL ENGINEERING CONTRACTORS

Time and Material Report

12360-028
Rose Ave. E.S Conc Placement
Date Range: 6/23/2025 to 6/23/2025

12360-028

Notes - 8006-Demo/Grade Onsite- Toro saw-cutter sawcut 6 panel removals along Driskill which were marked and to accommodate a transition to new improvements from existing SW which is not ADA compliant. Saw-cutter also cut AC at SE corner of site for new driveway and curb returns. Crew demoed AC and loaded out rubble into super-10 which hauled demo to Vulcan Saticoy. Crew will grade curb returns and driveway tomorrow. 2HR Super-10 Hauling Demo Ticket #B-1094661 1 Load Demo Dumped Ticket #22092814

Labor	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup		Total
1414M H	Henry Edward Miller	O-8	1.00	97.62	1.00	129.27	-	-	15.00	$	260.92
1090B S	Sergio Solorio-Banderas	L1	1.00	71.69	-	-	-	-	15.00	$	82.44
839 C R	Rogelio Mancilla-Chavez	O-8	1.00	95.62	-	-	-	-	15.00	$	109.96
926 M A	Albert Magana	O-8	1.00	95.62	-	-	-	-	15.00	$	109.96
										$	**563.28**

Equipment	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup		Total
4207	Ford F-250 (2024)		1.00	35.85	-	-	-	-	15.00	$	41.23
6121	Water Buffalo (2000)		1.00	8.81	-	-	-	-	15.00	$	10.13
6802	Hamm HD8VV Roller (2018)		1.00	52.44	-	-	-	-	15.00	$	60.31
7401	JD410L (2019)		1.00	88.65	-	-	-	-	15.00	$	101.95
										$	**213.62**

Materials	Description	Qty	Reg Rate	Markup		Total
MATERIAL	Vulcan Mat #3759699	1.00	200.00	15.00	$	230.00
MATERIAL	Flaco's Trucking #4363	2.00	125.00	15.00	$	287.50
					$	**517.50**

Grand Total **$ 1,294.40**

Daily Time and Materials (T&M) Report

Date: 6/23/2025
Foreman: Henry Edward Miller (1414M H)
Toro Enterprises

12360UPA (Rose Ave. E-S Conc Placement)

9999-8002 - T&M-Grading **Quantity: 0.1 ls**

Notes:
Crew continued demoing Concrete & AC for new improvements along Driskill and at end of La Puerta. At the ADA ramps and Driveways on Driskill, 1 additional sidewalk panel was saw-cut and demoed on either side of new improvements for a transition due to existing sidewalk not being ADA compliant. 2 Loads of offsite demo were generated today and hauled to Vulcan Saticoy.

5.5HR Super-10 hauling demo
Ticket #B-1094661

2 Loads Demo Dumped
Ticket #16527922

Labor	Hours	Overtime Hours	Total Hours
1090B S - Sergio Solorio-Banderas	4	0	4
1318C R - Ruben Joesph Cortez	3	0	3
1414M H - Henry Edward Miller	4	0	4
1491G A - Arturo Garcia Guevara	5	1	6
839 C R - Rogelio Mancilla-Chavez	4	0	4
926 M A - Albert Magana	4	0	4

Total Labor Hours: 25

Equipment	Hours
4207 - Ford F-250 (2024)	4

5501 - Ford F-550 (2016) Saw Truck	5
6121 - Water Buffalo (2000)	2
6802 - Hamm HD8VV Roller (2018)	2
7401 - JD410L (2019)	4

Total Equipment Hours: 17

Materials	Qty Installed
TR-HR - Hourly Trucking	5.5 HR
DUMPFEE - Dump Fee	2 LD

9999-8005 - T&M-Fence Removal

Quantity: 0.1 ls

Notes:

Crew disassembled and removed Fence and Gates between and in front of new driveways on Driskill. Concrete post footings were removed and demoed and hauled off with other demo generated from offsite improvements. Post holes were backfilled and compacted at backside of sidewalk. Concrete Gate Track Footing at both driveway entrances were demoed and hauled off as well.

Crew cut up and stockpiled all metal posts and chain link and this will be hauled to dump tomorrow.

Labor	Hours
1090B S - Sergio Solorio-Banderas	3
1318C R - Ruben Joesph Cortez	3
1414M H - Henry Edward Miller	3
839 C R - Rogelio Mancilla-Chavez	3
926 M A - Albert Magana	3

Total Labor Hours: 15

Equipment	Hours
4207 - Ford F-250 (2024)	3
7401 - JD410L (2019)	3

Total Equipment Hours: 6

9999-8006 - T&M-Demo/Grade Onsite

Quantity: 0.1 ls

Notes:
Toro saw-cutter sawcut 6 panel removals along Driskill which were marked and to accommodate a transition to new improvements from existing SW which is not ADA compliant. Saw-cutter also cut AC at SE corner of site for new driveway and curb returns. Crew demoed AC and loaded out rubble into super-10 which hauled demo to Vulcan Saticoy. Crew will grade curb returns and driveway tomorrow.

2HR Super-10 Hauling Demo
Ticket #B-1094661

1 Load Demo Dumped
Ticket #22092814

Labor	Hours	Overtime Hours	Total Hours
1090B S - Sergio Solorio-Banderas	1	0	1
1414M H - Henry Edward Miller	1	1	2
839 C R - Rogelio Mancilla-Chavez	1	0	1
926 M A - Albert Magana	1	0	1

Total Labor Hours: 5

Equipment	Hours
4207 - Ford F-250 (2024)	1
6121 - Water Buffalo (2000)	1
6802 - Hamm HD8VV Roller (2018)	1
7401 - JD410L (2019)	1

Total Equipment Hours: 4

Materials	Qty Installed
TR-HR - Hourly Trucking	2
DUMPFEE - Dump Fee	1

Signature only verifies materials and hours worked.
Verification does not constitute approval of extra work.

Date: 7/21/2025

Verified By: Jason Landress

Printed Name: Jason Landress - IBCC Superintendent

Invoice

FLACOS TRUCKING

11127 TELFAIR AVE
PACOIMA, CA 91331
SBE, DBE & MBE CERTIFIED

FLACOSTRUCKING@AOL.COM

Date	Invoice #
6/30/2025	4363

Bill To

TORO ENTERPRISES, INC.
P.O. BOX 6285
OXNARD, CA 93031

Terms
Net 15

Date	Ticket # & Subhauler	Description	Job # & Foreman	Hours	Rate Per...	Balance
6/23/2025	9000063 FLACOS #66	SUPER 10'S Trucking Services	13525 JORDAN	6	125.00	750.00
		SUBTOTAL				750.00
6/23/2025	1866129 3AC CARRILLO #3	SUPER 10'S Trucking Services	13641 JOSE	6	125.00	750.00
6/24/2025	1866130 3AC CARRILLO #3	SUPER 10'S Trucking Services	13641 JOSE	6	125.00	750.00
6/25/2025	9000065 FLACOS #66	SUPER 10'S Trucking Services	13641 JOSE	6.5	125.00	812.50
6/24/2025	1833352 M SANDOVAL #5	SUPER 10'S Trucking Services	13641 JOSE	8	125.00	1,000.00
6/26/2025	1190121 HARO BROS #24	SUPER 10'S Trucking Services	13641 JOSE	6	125.00	750.00
6/26/2025	5753940 1822 #1	SUPER 10'S Trucking Services	13641 JOSE	7.5	125.00	937.50
6/27/2025	5753941 1822 #1	SUPER 10'S Trucking Services	13641 JOSE	7	125.00	875.00
		SUBTOTAL				5,875.00
6/23/2025	1094661 H DIAZ	SUPER 10'S Trucking Services	12360 HENRY	7.5	125.00	937.50
		SUBTOTAL				937.50
6/24/2025	2641261 JSA #17	SUPER 10'S Trucking Services	14806 ANDY	8.5	125.00	1,062.50
		SUBTOTAL				1,062.50
6/24/2025	1094662 H DIAZ #01	SUPER 10'S Trucking Services	14851 SERGIO	7.5	125.00	937.50
6/24/2025	1190556 HARO BROS #71	SUPER 10'S Trucking Services	14851 SERGIO	7	125.00	875.00
		SUBTOTAL				1,812.50
6/24/2025	9000064 FLACOS #66	SUPER 10'S Trucking Services	14161 RUBEN	6	125.00	750.00
6/24/2025	1190119 HARO BROS #24	SUPER 10'S Trucking Services	14161 RUBEN	6	125.00	750.00
6/24/2025	8074642 H DIAZ #02	SUPER 10'S Trucking Services	14161 RUBEN	6	125.00	750.00
6/24/2025	1864404 MACI #2	SUPER 10'S Trucking Services	14161 RUBEN	8	125.00	1,000.00
		SUBTOTAL				3,250.00
6/25/2025	1866131 3AC CARRILLO #3	SUPER 10'S Trucking Services	14584 LUIS	6	125.00	750.00
		SUBTOTAL				750.00
6/25/2025	190120 HARO BROS #24	SUPER 10'S Trucking Services	11635 MIKE	7	125.00	875.00
6/25/2025	2641262 JSA #17	SUPER 10'S Trucking Services	11635 MIKE	7.5	125.00	937.50
6/26/2025	1189322 LAL LLC #02	SUPER 10'S Trucking Services	11635 MIKE	6	125.00	750.00

Total

Invoice

FLACOS TRUCKING

11127 TELFAIR AVE
PACOIMA, CA 91331
SBE, DBE & MBE CERTIFIED

FLACOSTRUCKING@AOL.COM

Date	Invoice #
6/30/2025	4363

Bill To

TORO ENTERPRISES, INC.
P.O. BOX 6285
OXNARD, CA 93031

Terms
Net 15

Date	Ticket # & Subhauler	Description	Job # & Foreman	Hours	Rate Per...	Balance
6/26/2025	0906235 M OLVERA #20	SUPER 10'S Trucking Services	11635 MIKE	6.25	125.00	781.25
6/27/2025	0906236 M OLVERA #20	SUPER 10'S Trucking Services	11635 MIKE	8	125.00	1,000.00
6/27/2025	1189323 LAL #02	SUPER 10'S Trucking Services	11635 MIKE	9	125.00	1,125.00
		SUBTOTAL				5,468.75
6/27/2025	1190122 HARO BROS #24	SUPER 10'S Trucking Services	13177 JORGE	6.25	125.00	781.25
		SUBTOTAL				781.25
6/25/2025	1864405 MACI #2	SUPER 10'S Trucking Services	13269 SERGIO	11.5	125.00	1,437.50
		SUBTOTAL				1,437.50

Total $22,125.00

NON-NEGOTIABLE BILL-OF-LADING AND TRANSPORTATION AGREEMENT

BILL NO. **B-1094661**

PRINCIPAL CARRIER: Flacos trac Kig

DATE: 6/23/25

ADDRESS:

CITY/STATE/ZIP: PH.

JOB #: 12360

BROKER #:

TRUCK #: 01

TRAILER #: 0800XA4

CA #: 444104

UNDERLYING CARRIER (IF ANY): H Diaz trac Kig

ADDRESS: PH.

SHIPPER: tcvd ear

ADDRESS: 220 S. Driskill St

CITY/STATE/ZIP: Oxnard CA

POINT OF ORIGIN:

RECEIVER: Val can

ADDRESS: 6028 E Vinyard

CITY/STATE/ZIP: Oxnard Ca

POINT OF DESTINATION:

EQUIPMENT TYPE:
- ☒ SUPER TAG
- ☐ 10-WHEELER
- ☐ SUPER-10
- ☐ STRONG ARM
- ☐ TRANSFER
- ☐ DBL BOTTOMS
- ☐ SEMI-BOTTOM
- ☐ END DUMP
- ☐ SIDE DUMP
- ☐ TRUCK & PUP
- ☐ WATER TRUCK
- ☐ FLAT BED
- ☐ MIXER
- ☐ SWEEPER
- ☐ OTHER

☒ HOURLY ☐ TONNAGE ☐ PER LOAD

RATE @ $ 125

	TAG NO.	WEIGHT	COMMODITY	LOADING ARRIVE	LOADING DEPART	UNLOADING ARRIVE	UNLOADING DEPART	STANDBY TIME	BREAKDOWN OR REASON FOR DELAY
1			concrete	9:00	940	1000	1115		
2			Concrete	1130	1140	255	2:00		
3			concrete	215	225	255	3:00		
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									

REPORTING TIME	ENDING TIME	TOTAL TIME	DEDUCTIBLE TIME	NET TIME	TOTAL TONS	ACCESSORIAL OTHER
8:00am	3:30	2.5		7.5		

START DRIVING TIME LAST TRIP	ARRIVAL TIME AT DUMP LAST TRIP	END LOADING LAST TRIP	RUNNING TIME LAST TRIP	SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE	TOTAL CHARGES

H Diaz trac Kig
DRIVER SIGNATURE

[signature]
SHIPPER/RECEIVER (AGENT OR DEBITOR) SIGNATURE

ORIGINAL

236

Vulcan Materials Company and Subsidiaries
CALMAT CO.

SHIP TO:
FOB ANNUAL SATICOY / SUN VALLE
220 DRISKILL AVE
FOB SATICOY/VAR LOC
OXNARD,
OXNARD,CA,93036

SOLD TO:
TORO ENTERPRISES INC
PO BOX 6285
Oxnard, CA 93031

RECEIVED
JUN 26 2025
ACCOUNTING

INVOICE

JOB #	COST CODE
12360	8006

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:

Calmat Co dba Vulcan Materials Co
PO Box 55572
Los Angeles, CA 90074-5572, US
Phone: 1-800-777-8752 or
help@vmcmail.com

CUSTOMER NO:	**99581-219610**
INVOICE NO:	**3759699**
INVOICE DATE:	**06/25/2025**
INVOICE AMT:	**200.00**
ORDER:	**1276242**
DUE DATE:	**07/15/2025**

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.

TAXES: PERCENT: AMOUNT:

SALES TAX:	0.00
FEES:	0.00
TOTAL PRODUCT:	200.00
TOTAL FREIGHT:	0.00
TOTAL OTHER:	0.00
Pay this AMOUNT:	**$200.00**

TOTAL QUANTITY: 2.00 TOTAL LOADS: 2.00

SALES REP	PO NUMBER	REF	CONTRACT NO.	TAX EXEMPT ID.	TERMS
Rush Leavitt	12360				NET 15th PROX - Payable in full by the 15th of each month following month of shipment

INVOICE #	INVOICE DATE	CUSTOMER NUMBER	LOCATION	LOCATION	ORDER	BILL OF LADING	FOB
3759699	06/25/2025	99581-219610	4984-171	SATICOY RECYCLE	1276242		PICKUP

TICKET DETAIL

SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	PRODUCT UOM	PRODUCT QTY	PRODUCT PRICE	FREIGHT UOM	FREIGHT QTY	FREIGHT PRICE	OTHER CHARGES UOM	OTHER CHARGES QTY	OTHER CHARGES PRICE	AMOUNT
06/23/2025	22092814	09A4		8LAL1	ASPH DUMP - 2 YARD	L	1.00	100.00							100.00
							1.00								100.00
	22092793	09A4		8LOC1	BROKEN CONCRETE	L	1.00	100.00							100.00
							1.00								100.00

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Receive your invoice faster and help save the environment by enrolling in our email invoicing service. With email, Invoices are sent in one easy to open file directly to your Inbox. To sign up, contact us at help@vmcmail.com or call us at 1-800-777-8752.

From: **Garcia, Alex** AlexGarcia@Balfourbeattyus.com
Subject: Rose Ave: Temporary Pedestrian Path
Date: April 29, 2025 at 7:13 PM
To: Shane Ward shane@ibccinc.com, Jeff Murray jeff@ibccinc.com, Cliff Rodrick cliff@ibccinc.com
Cc: Alamillo, Rafael RAlamillo@Balfourbeattyus.com, Kuykendall, Dennis DKuykendall@Balfourbeattyus.com, Carbajal, Filbert FCarbajal@Balfourbeattyus.com

AG

Shane per our call tomorrow morning we must provide a temporary pedestrian path across the south ramp that was removed. The District and the City have directed for the installation to be completed by noon. What will need from Inland will be the grading, forming, and finishing of the cold patch. We have asked Burn to deliver the cold patch in the morning. Please track the costs and time for the work. I will get with Ralph to issue a CE. I'll see you at the site first thing morning.



Alexander Garcia
Project Superintendent I Balfour Beatty
C: 805-400-5787
E: alexgarcia@balfourbeattyus.com I www.balfourbeattyus.com

Balfour Beatty



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GENERAL ENGINEERING
CONTRACTORS

Time & Material Summary Report

Inland Building Const Co., Inc **07/09/2025**

Job: 12360UPA - Rose Ave. E.S Conc Placement

RFCO # 5

8004-Ac Ramp Driskill-June 2025

Bill #	Date	Total $
12360-017	06/19/2025	$1,056.79

Total RFCO: **$1,056.79**

Prepared By:

Mauricio Romero - T&M Specialist
NAME/TITLE

Accepted By: _____

Print Name: _____

Date: _____

TORO ENTERPRISES INC.
GENERAL ENGINEERING CONTRACTORS

Time and Material Report

12360-017
Rose Ave. E.S Conc Placement
Date Range: 6/19/2025 to 6/19/2025

12360-017

Notes - 8004-Ac Ramp Driskill-dumping soils at Vulcan. **Saw cut, demo, load out and haul off plug of Ac cold patch within ramp demo limits on Driskill at Gaucho. Used super 10**

Labor	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup		Total
137 C G	Gary R. Cran Jr	O-6	0.50	113.27	-	-	-	-	15.00	$	65.13
1292Z M	Margarito Zavala	L1	2.00	71.69	-	-	-	-	15.00	$	164.89
1090B S	Sergio Solorio-Banderas	L1	2.00	71.69	-	-	-	-	15.00	$	164.89
1491G A	Arturo Garcia Guevara	L1-WT	1.00	77.16	-	-	-	-	15.00	$	88.73
932 G S	Sergio Artemio Ramirez-Guzman	O-8	2.00	95.62	-	-	-	-	15.00	$	219.93
										$	**703.57**

Equipment	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup		Total
4113	Ford F-150 (2025)		0.50	35.85	-	-	-	-	15.00	$	20.61
4888	Ford F-250 XL (2008)		2.00	35.85	-	-	-	-	15.00	$	82.46
5501	Ford F-550 (2016)		1.00	52.44	-	-	-	-	15.00	$	60.31
7401	JD410L (2019)		2.00	82.54	-	-	-	-	15.00	$	189.84
										$	**353.22**

Grand Total **$ 1,056**

Daily Time and Materials (T&M) Report

Date: 6/19/2025
Foreman: Gary R. Cran Jr (137 C G)
Toro Enterprises

12360UPA (Rose Ave. E.S Conc Placement)

9999-8002 - T&M-Grading **Quantity: 0 ls**

Notes:
No charge supervision.

Saw cut and demo 1 driveway on La Puerta, 1 driveway and 1 HC ramp on Driskill. Haul 3 loads of rubble to Saticoy Vulcan with Flaco's super 10.

Labor	Hours	Overtime Hours	Total Hours
1090B S - Sergio Solorio-Banderas	6	0	6
1292Z M - Margarito Zavala	6	1	7
137 C G - Gary R. Cran Jr	2	0	2
1491G A - Arturo Garcia Guevara	4.5	0	4.5
932 G S - Sergio Artemio Ramirez-Guzman	6	0	6

Total Labor Hours: 25.5

Equipment	Hours
4113 - Ford F-150 (2025)	2
4888 - Ford F-250 XL (2008)	7
5501 - Ford F-550 (2016) Saw Truck	4.5
7401 - JD410L (2019)	6

Total Equipment Hours: 19.5

Materials	Qty Installed
SWPP - BMPs for SWPPP	0 EA
FORM - Purchase Form Materials	0 $

TACK - Purchase Tack Coat	0 GAL
AC - Purchase AC Paving Materials	0 TONS
BASE - Purchase Base Materials	0 TONS
UTILITYADJ - Purchase Utility Adj Materials	0 $
DIRT - Import Dirt	0 CY
MISC - Purchase Misc Materials	0 $
CONCRETE - Purchase Concrete	0 CY
REBAR - Purchase Rebar	0 TON
PIPE-WATER - Purchase Pipe - Water	0 LF
LANDSCAPE - Landscape Materials	0 $
SHORING - Shoring Material	0 EA
SLURRY - Purchase Slurry	0 CY
PIPE-SEWER - Purchase Pipe - Sewer	0 LF
PIPE-DRY - Purchase Pipe - Dry	0 LF
WATER - Purchase Water	0 HCF
PIPE-SD - Purchase Pipe - SD	0 LF
BLOTTER - Purchase Blotter	0 TONS
SAND - Purchase Fill Sand	0 TON
GRINDING-SUB - Grinding Sub	0 HR
INSPECT-SUB - Inspection Sub	0 HR
MISC SUB - Misc Extra Work Sub	0 $
PIPECLEAN - Pipe Cleaning Sub	0 HR
PUMP-SUB - Concrete Pumping Sub	0 HR
SAWCUT-SUB - Sawcut Sub	0 HR
SOILTREATSUB - Soil Treatment Sub	0 HR
SWEEPING-SUB - Sweeping Sub	0 HR
TESTING - Testing	0 HR
WELDING-SUB - Welding Sub	0 HR
CRANE-SUB - Crane Sub	0 HR
TC-EQP - Traffic Control Equipment	0 EA
TR-HR - Hourly Trucking	6 HR
TR-LD - Trucking by Load	0 LD
PERMIT-OTHFE - Permits - Other Fees	0 $
DUMPFEE - Dump Fee	2 LD

9999-8004 - T&M-Ac Ramp Driskill **Quantity: 0 ls**

Notes:

Saw cut, demo, load out and haul off plug of Ac cold patch within ramp demo limits on Driskill at Gaucho. Used super 10 dumping soils at Vulcan.

Labor Hours

1090B S - Sergio Solorio-Banderas	2
1292Z M - Margarito Zavala	2
137 C G - Gary R. Cran Jr	0.5
1491G A - Arturo Garcia Guevara	1
932 G S - Sergio Artemio Ramirez-Guzman	2

Total Labor Hours: 7.5

Equipment	Hours
4113 - Ford F-150 (2025)	0.5
4888 - Ford F-250 XL (2008)	2
5501 - Ford F-550 (2016) Saw Truck	1
7401 - JD410L (2019)	2

Total Equipment Hours: 5.5

Materials	Qty Installed
DUMPFEE - Dump Fee	2
TR-HR - Hourly Trucking	1

Signature only verifies materials and hours worked.
Verification does not constitute approval of extra work.

Date: 7/21/2025

Verified By: Jason Landress

Printed Name: Jason Landress - IBCC Superintendent

GENERAL ENGINEERING
CONTRACTORS

Time & Material Summary Report

Inland Building Const Co., Inc 07/10/2025

Job: 12360UPA - Rose Ave. E.S Conc Placement

RFCO # 6

8005-Fence Removal-Crew-June 2025

Bill #	Date	Total $
12360-025	06/23/2025	$1,920.75
12360-026	06/24/2025	$540.56
12360-027	06/25/2025	$1,077.80

Total RFCO: **$3,539.11**

Prepared By:

Mauricio Romero - T&M SPecialist
NAME/TITLE

Accepted By: _____

Print Name: _____

Date: _____

This work is not IBCC scope of work,
is owed by Bid Package #27: Site & Building Demolition & Abatement,
and was not performed by BP #27, or completed prior to BBC scheduling IBCC.

Toro ENTERPRISES INC.
GENERAL ENGINEERING CONTRACTORS

Time and Material Report

12360-025
Rose Ave. E.S Conc Placement
Date Range: 6/23/2025 to 6/23/2025

12360-025

Notes - 8005-Fence Removal-Crew disassembled and removed Fence and Gates between and in front of new driveways on Driskill. Concrete post footings were removed and demoed and hauled off with other demo generated from offsite improvements. Post holes were backfilled and compacted at backside of sidewalk. Concrete Gate Track Footing at both driveway entrances were demoed and hauled off as well. Crew cut up and stockpiled all metal posts and chain link and this will be hauled to dump tomorrow.

Labor	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
1414M H	Henry Edward Miller	O-8	3.00	97.62	-	-	-	-	15.00	$ 336.79
1090B S	Sergio Solorio-Banderas	L1	3.00	71.69	-	-	-	-	15.00	$ 247.33
839 C R	Rogelio Mancilla-Chavez	O-8	3.00	95.62	-	-	-	-	15.00	$ 329.89
926 M A	Albert Magana	O-8	3.00	95.62	-	-	-	-	15.00	$ 329.89
1318C R	Ruben Joesph Cortez	L1	3.00	71.69	-	-	-	-	15.00	$ 247.33
										$ 1,491.23

Equipment	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
4207	Ford F-250 (2024)		3.00	35.85	-	-	-	-	15.00	$ 123.68
7401	JD410L (2019)		3.00	88.65	-	-	-	-	15.00	$ 305.84
										$ 429.52

This work is not IBCC scope of work,
is owed by Bid Package #27: Site & Building Demolition & Abatement,
and was not performed by BP #27, or completed prior to BBC scheduling IBCC.

Grand Total **$ 1,920.75**

Daily Time and Materials (T&M) Report

Date: 6/23/2025
Foreman: Henry Edward Miller (1414M H)
Toro Enterprises

12360UPA (Rose Ave. E.S Conc Placement)

9999-8002 - T&M-Grading **Quantity: 0.1 ls**

Notes:
Crew continued demoing Concrete & AC for new improvements along Driskill and at end of La Puerta. At the ADA ramps and Driveways on Driskill, 1 additional sidewalk panel was saw-cut and demoed on either side of new improvements for a transition due to existing sidewalk not being ADA compliant. 2 Loads of offsite demo were generated today and hauled to Vulcan Saticoy.

5.5HR Super-10 hauling demo
Ticket #B-1094661

2 Loads Demo Dumped
Ticket #16527922

Labor	Hours	Overtime Hours	Total Hours
1090B S - Sergio Solorio-Banderas	4	0	4
1318C R - Ruben Joesph Cortez	3	0	3
1414M H - Henry Edward Miller	4	0	4
1491G A - Arturo Garcia Guevara	5	1	6
839 C R - Rogelio Mancilla-Chavez	4	0	4
926 M A - Albert Magana	4	0	4

Total Labor Hours: 25

Equipment	Hours
4207 - Ford F-250 (2024)	4

5501 - Ford F-550 (2016) Saw Truck	5
6121 - Water Buffalo (2000)	2
6802 - Hamm HD8VV Roller (2018)	2
7401 - JD410L (2019)	4

Total Equipment Hours: 17

Materials	Qty Installed
TR-HR - Hourly Trucking	5.5 HR
DUMPFEE - Dump Fee	2 LD

9999-8005 - T&M-Fence Removal **Quantity: 0.1 ls**

Notes:

Crew disassembled and removed Fence and Gates between and in front of new driveways on Driskill. Concrete post footings were removed and demoed and hauled off with other demo generated from offsite improvements. Post holes were backfilled and compacted at backside of sidewalk. Concrete Gate Track Footing at both driveway entrances were demoed and hauled off as well.

Crew cut up and stockpiled all metal posts and chain link and this will be hauled to dump tomorrow.

Labor	Hours
1090B S - Sergio Solorio-Banderas	3
1318C R - Ruben Joesph Cortez	3
1414M H - Henry Edward Miller	3
839 C R - Rogelio Mancilla-Chavez	3
926 M A - Albert Magana	3

Total Labor Hours: 15

Equipment	Hours
4207 - Ford F-250 (2024)	3
7401 - JD410L (2019)	3

Total Equipment Hours: 6

9999-8006 - T&M-Demo/Grade Onsite **Quantity: 0.1 ls**

Notes:
Toro saw-cutter sawcut 6 panel removals along Driskill which were marked and to accommodate a transition to new improvements from existing SW which is not ADA compliant. Saw-cutter also cut AC at SE corner of site for new driveway and curb returns. Crew demoed AC and loaded out rubble into super-10 which hauled demo to Vulcan Saticoy. Crew will grade curb returns and driveway tomorrow.

2HR Super-10 Hauling Demo
Ticket #B-1094661

1 Load Demo Dumped
Ticket #22092814

Labor	Hours	Overtime Hours	Total Hours
1090B S - Sergio Solorio-Banderas	1	0	1
1414M H - Henry Edward Miller	1	1	2
839 C R - Rogelio Mancilla-Chavez	1	0	1
926 M A - Albert Magana	1	0	1

Total Labor Hours: 5

Equipment	Hours
4207 - Ford F-250 (2024)	1
6121 - Water Buffalo (2000)	1
6802 - Hamm HD8VV Roller (2018)	1
7401 - JD410L (2019)	1

Total Equipment Hours: 4

Materials	Qty Installed
TR-HR - Hourly Trucking	2
DUMPFEE - Dump Fee	1

Signature only verifies materials and hours worked.
Verification does not constitute approval of extra work.

Date: 7/21/2025

Verified By: Jason Landress

Printed Name: Jason Landress - IBCC Superintendent

Toro ENTERPRISES INC.
GENERAL ENGINEERING CONTRACTORS

Time and Material Report

12360-026

Notes - 8005-Fence Removal-Fence that was demoed yesterday was loaded into bobtail and hauled to dump and disposed of. All concrete from footings was previously broken out and hauled off with other offsite demo.

Labor	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup		Total
926 M A	Albert Magana	O-8	1.00	95.62	-	-	-	-	15.00	$	109.96
1315P C	Carlos Ernesto Paz-Lopez	L1	2.00	71.69	-	-	-	-	15.00	$	164.89
										$	**274.85**

Equipment	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup		Total
7401	JD410L (2019)		1.00	88.65	-	-	-	-	15.00	$	101.95
7442	Int 4300SBA Dump (2011)		2.00	71.20	-	-	-	-	15.00	$	163.76
										$	**265.71**

This work is not IBCC scope of work,
is owed by Bid Package #27: Site & Building Demolition & Abatement,
and was not performed by BP #27, or completed prior to BBC scheduling IBCC.

Grand Total **$ 540.56**

Daily Time and Materials (T&M) Report

Date: 6/24/2025
Foreman: Henry Edward Miller (1414M H)
Toro Enterprises

12360UPA (Rose Ave. E.S Conc Placement)

9999-8005 - T&M-Fence Removal

Quantity: 0.1 ls

Notes:
Fence that was demoed yesterday was loaded into bobtail and hauled to dump and disposed of. All concrete from footings was previously broken out and hauled off with other offsite demo.

Labor	Hours
1315P C - Carlos Ernesto Paz-Lopez	2
926 M A - Albert Magana	1

Total Labor Hours: 3

Equipment	Hours
7401 - JD410L (2019)	1
7442 - Int 4300SBA Dump (2011)	2

Total Equipment Hours: 3

Materials	Qty Installed
DUMPFEE - Dump Fee	1

9999-8002 - T&M-Grading

Quantity: 0.1 ls

Notes:
Crew moisture conditioned all open grade along Driskill and compacted native with jumping jack and vibratory roller. All offsite concrete grade was tested by soils tech late morning and passed. Delineators and caution tape were put up and will

remain in place until pour date.

Labor	Hours
1090B S - Sergio Solorio-Banderas	4
1315P C - Carlos Ernesto Paz-Lopez	3
1414M H - Henry Edward Miller	4
839 C R - Rogelio Mancilla-Chavez	4
926 M A - Albert Magana	4

Total Labor Hours: 19

Equipment	Hours
4207 - Ford F-250 (2024)	4
6121 - Water Buffalo (2000)	2
6802 - Hamm HD8VV Roller (2018)	2
7401 - JD410L (2019)	4

Total Equipment Hours: 12

9999-8006 - T&M-Demo/Grade Onsite **Quantity: 0.1 ls**

Notes:

Crew graded curb returns and driveway onsite at La Puerta Ave Cul-de-sac. A-Curbs were graded per city Std and plan detail. All grade on La Puerta Ave was passed by soils tech on site today.

During grading of onsite curbs, it was noticed that there appears to be a discrepancy between the offsite Street Improvement Plan and the Grading Plan regarding the new commercial driveway at the end of La Puerta cul-de-sac. The type of driveway is shown differently in each respective sections of the plans. Per the city standards, this driveway was graded per 115 plate with Y=3' and X=6'. The issue relates to how the curb that stops shy of the future Gate Track Footing ties into the back of walk and if there is a 0" curb at this location as the street improvement plans show or a 6" CF as the grading plan shows. These issues were all brought up to Alex from Balfour Beatty today and shown during a site visit. It was concluded that direction will be given by Jason from Inland tomorrow morning while concrete crews are setting up if there are going to be any alterations from plans, otherwise crews will follow the current survey.

Labor	Hours	Overtime Hours	Total Hours
1090B S - Sergio Solorio-Banderas	4	0	4
1315P C - Carlos Ernesto Paz-Lopez	3	0	3
1414M H - Henry Edward Miller	4	1	5

839 C R - Rogelio Mancilla-Chavez	4	0	4
926 M A - Albert Magana	3	0	3

Total Labor Hours: 19

Equipment	Hours
4207 - Ford F-250 (2024)	4
6121 - Water Buffalo (2000)	2
6802 - Hamm HD8VV Roller (2018)	2
7401 - JD410L (2019)	3

Total Equipment Hours: 11

Signature only verifies materials and hours worked.
Verification does not constitute approval of extra work.

Date: 7/21/2025

Verified By: Jason Landress

Printed Name: Jason Landress - IBCC Superintendent

Toro ENTERPRISES INC.
GENERAL ENGINEERING CONTRACTORS

Time and Material Report

12360-027
Rose Ave. E.S Conc Placement
Date Range: 6/25/2025 to 6/25/2025

12360-027
Notes - 8005-Fence Removal-Chipped 2 footing for the gate track on la puerta

Labor	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup		Total
1292Z M	Margarito Zavala	L1	4.00	71.69	-	-	0.50	115.57	15.00	$	396.23
1121C G	Gary Richard Cran III	L1	4.00	71.69	-	-	0.50	115.57	15.00	$	396.23
										$	**792.46**

Equipment	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup		Total
4888	Ford F-250 XL (2008)		4.00	35.85	-	-	-	-	15.00	$	164.91
6133	IR 185WDO Compressor (2018)		4.00	26.18	-	-	-	-	15.00	$	120.43
										$	**285.34**

This work is not IBCC scope of work,
is owed by Bid Package #27: Site & Building Demolition & Abatement,
and was not performed by BP #27, or completed prior to BBC scheduling IBCC.

Grand Total **$ 1,077.80**

Time and Material Report

Date: 06/25/2025
Foreman: Jose Luis Zaragoza
Shift: 1

Job Code: 12360UPA
Rose Ave. E.S Conc Placement

9999-8005 T&M-Fence Removal 0.00 ls

Labor	Pay Class	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
Gary Richard Cran III	L1	4.00	0.00	0.50	4.50
Margarito Zavala	L1	4.00	0.00	0.50	4.50
				Total:	9.00

Equipment	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
4888-Ford F-250 XL (2008)	4.00	0.00	0.00	4.00
6133-IR 185WDO Compressor (2018)	4.00	0.00	0.00	4.00
			Total:	8.00

Inspector Note: Chipped 2 footing for the gate track on la puerta

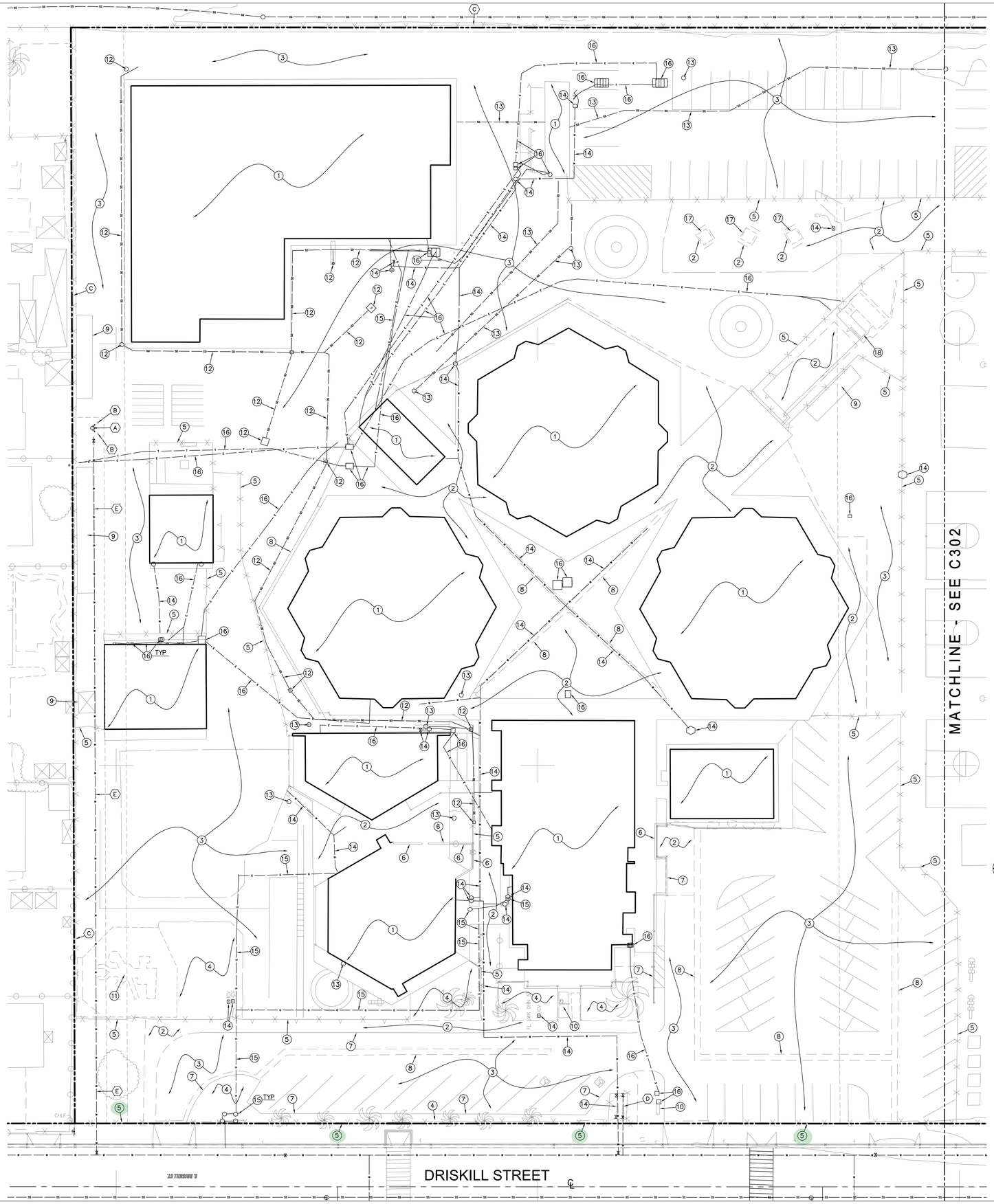
Approved by

Signature only verifies materials and hours worked.
Verification does not constitute approval of extra work.

Date: 7/21/2025

Verified By: Jason Landress

Printed Name: Jason Landress - IBCC Superintendent



DEMOLITION NOTES:

1. REMOVE EXISTING BUILDING IN ITS ENTIRETY.
2. REMOVE EXISTING CONCRETE PAVEMENT AND BASE, FULL DEPTH.
3. REMOVE EXISTING ASPHALT PAVEMENT AND BASE, FULL DEPTH.
4. REMOVE EXISTING LANDSCAPE/PLANTER INCLUDING ROOTS AND LANDSCAPE IRRIGATION PIPING.
5. REMOVE EXISTING FENCE AND GATE IN ITS ENTIRETY.
6. REMOVE EXISTING WALL.
7. REMOVE EXISTING CURB/ CURB & GUTTER.
8. REMOVE EXISTING CONCRETE GUTTER.
9. REMOVE EXISTING SHED/GAZEBO.
10. REMOVE EXISTING SIGN AND MONUMENT.
11. REMOVE/SALVAGE PLAYGROUND/SPORTS EQUIPMENT. COORDINATE WITH THE DISTRICT.
12. REMOVE EXISTING STORM DRAIN LINE, AREA DRAIN, CLEANOUT AND CATCH BASIN. VERIFY IN FIELD.
13. REMOVE EXISTING SEWER LINE AND CLEANOUT. CAP END PIPE SERVICE AT PROPERTY LINE. VERIFY IN FIELD.
14. REMOVE EXISTING WATER LINE, BACKFLOW, VALVES, METER, VAULTS. CAP END PIPE DOMESTIC WATER SERVICE AT PROPERTY LINE. VERIFY IN FIELD. SEE SHEET C501. FOR MORE INFORMATION.
15. REMOVE EXISTING GAS. COORDINATE WITH PLUMBING.
16. REMOVE EXISTING ELECTRICAL AND TELECOMMUNICATION. COORDINATE WITH ELECTRICAL.
17. REMOVE/SALVAGE PICNIC TABLE. COORDINATE WITH THE DISTRICT.
18. REMOVE/SALVAGE MECHANICAL EQUIPMENT. COORDINATE WITH THE DISTRICT.

SALVAGE NOTES:

A. PROTECT IN PLACE EXISTING FIRE HYDRANT.
B. PROTECT IN PLACE EXISTING GUARD POST.
C. PROTECT IN PLACE EXISTING FENCE.
D. RELOCATE IRRIGATION WATER BACKFLOW PREVENTER & WATER METER. SEE SHEET C501 FOR MORE DETAILS.
E. PROTECT IN PLACE EXISTING WATER LINE.

NOTE TO CONTRACTOR:

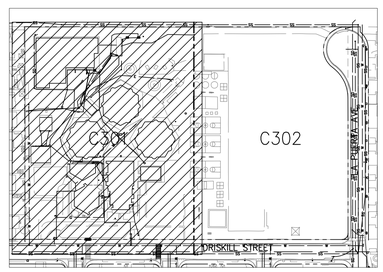
1. REFER TO STREET IMPROVEMENT PLAN FOR PROPOSED WORK WITHIN THE PUBLIC RIGHT OF WAY.
2. REMOVE ALL EXISTING ONSITE UTILITIES NOT SERVICING THE NEW SITE. VERIFY IN FIELD. COORDINATE WITH THE DISTRICT PRIOR TO REMOVAL.

DEMOLITION PLAN

NORTH

0' 10' 20' 40'

GRAPHIC SCALE : 1"=20'



KEY MAP

NORTH

0' 75' 150' 300'

GRAPHIC SCALE : 1"=150'

All fence in referenced RFCO is shown on Demo Plans and was to be removed by BP #27.

CLIENT

OXNARD SCHOOL DISTRICT

220 S. Driskill St, Oxnard, CA 93030

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ISSUES

NO.	ISSUANCE	DATE
1A	ADDENDUM 1	06/16/21

CONSULTANTS

BRANDOW & JOHNSTON
STRUCTURAL•CIVIL ENGINEERS (B&J HBK, INC.)
700 S FLOWER ST #1800, LOS ANGELES, CA 90017
T: (213) 596-4500 WWW.BJSCE.COM
EST. 1945

REGISTERED PROFESSIONAL ENGINEER Edward S. Mello C 80574 CIVIL State of California

FOR BRANDOW & JOHNSTON

AGENCY INFORMATION:

AGENCY TRACKING NO 72538-107	FILE NO 56-22

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OFFICE OF REGULATION SERVICES
03-119284
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SEAL

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PRIME CONSULTANT

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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

DEMOLITION PLAN

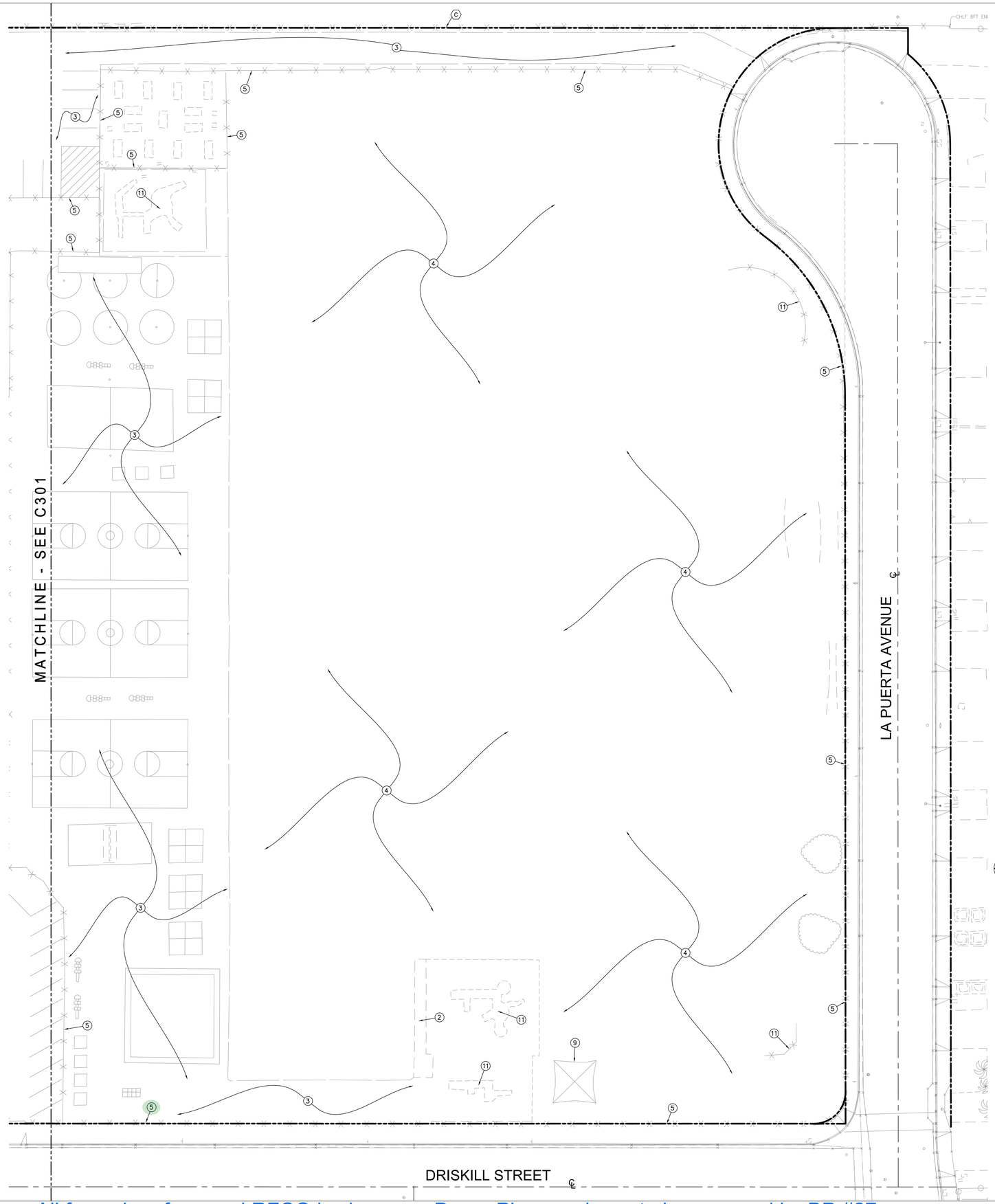
SHEET NUMBER

C301

ISSUE

SCALE CHECK 1"=1'

BIM 360://109990 - Rose Avenue Elementary/ATKY-109990-RoseES-BLDG02-A-Y16.rvt

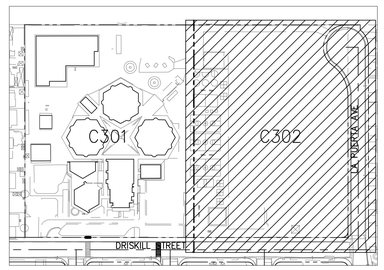


DEMOLITION PLAN

NORTH

0' 10' 20' 40'

GRAPHIC SCALE : 1"=20'



KEY MAP

NORTH

0' 75' 150' 300'

GRAPHIC SCALE : 1"=150'

All fence in referenced RFCO is shown on Demo Plans and was to be removed by BP #27

DEMOLITION NOTES:

1. REMOVE EXISTING BUILDING IN ITS ENTIRETY.
2. REMOVE EXISTING CONCRETE PAVEMENT AND BASE, FULL DEPTH.
3. REMOVE EXISTING ASPHALT PAVEMENT AND BASE, FULL DEPTH.
4. REMOVE EXISTING LANDSCAPE/PLANTER INCLUDING ROOTS AND LANDSCAPE IRRIGATION PIPING.
5. REMOVE EXISTING FENCE AND GATE IN ITS ENTIRETY.
6. REMOVE EXISTING WALL.
7. REMOVE EXISTING CURB/ CURB & GUTTER.
8. REMOVE EXISTING CONCRETE GUTTER.
9. REMOVE EXISTING SHED/GAZEBO.
10. REMOVE EXISTING SIGN AND MONUMENT.
11. REMOVE/SALVAGE PLAYGROUND/SPORTS EQUIPMENT. COORDINATE WITH THE DISTRICT.
12. REMOVE EXISTING STORM DRAIN LINE, AREA DRAIN, CLEANOUT AND CATCH BASIN. VERIFY IN FIELD.
13. REMOVE EXISTING SEWER LINE AND CLEANOUT. CAP END PIPE SERVICE AT PROPERTY LINE. VERIFY IN FIELD.
14. REMOVE EXISTING WATER LINE, BACKFLOW, VALVES, METER, VAULTS. CAP END PIPE DOMESTIC WATER SERVICE AT PROPERTY LINE. VERIFY IN FIELD.
15. REMOVE EXISTING GAS. COORDINATE WITH PLUMBING.
16. REMOVE EXISTING ELECTRICAL AND TELECOMMUNICATION. COORDINATE WITH ELECTRICAL.
17. REMOVE/SALVAGE PICNIC TABLE. COORDINATE WITH THE DISTRICT.
18. REMOVE/SALVAGE MECHANICAL EQUIPMENT. COORDINATE WITH THE DISTRICT.

SALVAGE NOTES:

A. PROTECT IN PLACE EXISTING FIRE HYDRANT.
B. PROTECT IN PLACE EXISTING GUARD POST.
C. PROTECT IN PLACE EXISTING FENCE.
D. PROTECT IN PLACE EXISTING IRRIGATION'S WATER BACKFLOW PREVENTER & WATER SERVICE.
E. PROTECT IN PLACE EXISTING WATER LINE.

NOTE TO CONTRACTOR:

1. REFER TO STREET IMPROVEMENT PLAN FOR PROPOSED WORK WITHIN THE PUBLIC RIGHT OF WAY.
2. REMOVE ALL EXISTING ONSITE UTILITIES NOT SERVICING THE NEW SITE. VERIFY IN FIELD. COORDINATE WITH THE DISTRICT PRIOR TO REMOVAL.

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
1A	ADDENDUM 1	06/16/21

CONSULTANTS

BRANDOW & JOHNSTON
STRUCTURAL•CIVIL ENGINEERS (B&J HBK, INC.)
700 S FLOWER ST #1800, LOS ANGELES, CA 90017
T: (213) 596-4500 WWW.BJSCE.COM
EST. 1945

REGISTERED PROFESSIONAL ENGINEER Edward S. Johnston C80574 CIVIL State of California

FOR BRANDOW & JOHNSTON

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
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:	**06/05/2019**

SHEET TITLE

DEMOLITION PLAN

SHEET NUMBER

C302

ISSUE

SCALE CHECK: 1 in

BIM 360://109990 - Rose Avenue Elementary/ATW-109990-RoseES-BLD0022-A-V18.rvt

GENERAL ENGINEERING
CONTRACTORS

Time & Material Summary Report

Inland Building Const Co., Inc 07/09/2025

Job: 12360UPA - Rose Ave. E.S Conc Placement

RFCO # 8

8001-SetUp&PourVar.ConcrtItems-June 2025

Bill #	Date	Total $
12360-020	06/25/2025	$9,326.40
12360-021	06/26/2025	$10,034.20
12360-022	06/27/2025	$8,538.44

Total RFCO: **$27,899.04**

Prepared By:

Mauricio Romero - T&M Specialist
NAME/TITLE

Accepted By: _____

Print Name: _____

Date: _____

Toro ENTERPRISES INC.
GENERAL ENGINEERING CONTRACTORS

Time and Material Report

12360-020
Rose Ave. E.S Conc Placement
Date Range: 6/25/2025 to 6/25/2025

12360-020

Notes - 8001-SetUp&PourVar.ConcrtItems;Started the day with safety meeting. Started to set up curb n gutter. On driskill in front of the school. Continued to set up. More curb and gutter on la puerta. Poured out all the curb and gutter. Cleaned up and cautioned taped everything. Also chipped some concrete footings on la puerta for the gate track put rebar on all the curb and gutter 1 ton of rebar was purchased number 4

Labor	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
1177G H	Hugo T Gil	7-APPREN	8.00	73.52	-	-	0.50	118.98	15.00	$ 744.80
1292Z M	Margarito Zavala	L1	4.00	71.69	-	-	-	-	15.00	$ 329.77
1481B E	Espiridion Baltazar Luna	CMTMASON	8.00	73.52	-	-	0.50	119.02	15.00	$ 744.82
1509O J	Jesus Maximo Orozco	6-APPREN	8.00	62.15	-	-	0.50	96.28	15.00	$ 627.14
307 Z J	Jose Luis Zaragoza	CMTMASON	8.00	76.52	1.00	100.77	0.50	125.02	15.00	$ 891.76
53CASTEL	Manuel R. Castellon	L1	8.00	71.69	1.00	93.63	0.50	115.57	15.00	$ 833.68
6PHERNAN	Pedro G Hernandez	L3	8.00	76.30	1.00	100.54	0.50	124.79	15.00	$ 889.34
746 G O	Octavio DeDios-Gonzalez	CMTMASON	8.00	73.52	1.00	96.27	0.50	119.06	15.00	$ 855.55
754 J D	Jose A DeDios-Gonzalez	CMTMASON	8.00	73.52	1.00	96.27	0.50	119.02	15.00	$ 855.53
										$ 6,772.39

$24.25 $21.94 $24.24 $22.75 $22.75 — $115.93

$22.75 $17.07 $24.25 $21.94 $24.25 $22.77 $22.75 — $155.78

Equipment	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
5340	Form Truck - Ptrblt 337 (2020)		8.00	62.25	-	-	-	-	15.00	$ 572.70
										$ 572.70

Materials	Description	Qty	Reg Rate	Markup	Total
MATERIAL	WhiteCap#50032012317	1.00	1,722.88	15.00	$ 1,981.31
					$ 1,981.31

Premium Time Total
$271.71

Grand Total **$ 9,326.40**

Time and Material Report

Date: 06/25/2025
Foreman: Jose Luis Zaragoza
Shift: 1

Job Code: 12360UPA
Rose Ave. E.S Conc Placement

9999-8001 T&M-SetUp&PourVar.ConcrtItems 0.00 LS

Labor	Pay Class	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
Hugo T Gil	7-APPREN	8.00	0.00	0.50	8.50
Margarito Zavala	L1	4.00	0.00	0.00	4.00
Espiridion Baltazar Luna	CMTMASON	8.00	0.00	0.50	8.50
Jesus Maximo Orozco	6-APPREN	8.00	0.00	0.50	8.50
Jose Luis Zaragoza	CMTMASON	8.00	1.00	0.50	9.50
Manuel R. Castellon	L1	8.00	1.00	0.50	9.50
Pedro G Hernandez	L3	8.00	1.00	0.50	9.50
Octavio DeDios-Gonzalez	CMTMASON	8.00	1.00	0.50	9.50
Jose A DeDios-Gonzalez	CMTMASON	8.00	1.00	0.50	9.50
				Total:	77.00

Equipment	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
5340-Form Truck - Ptrblt 337 (2020)	8.00	0.00	0.00	8.00
			Total:	8.00

Material	Quantity	Units
Purchase AC Paving Materials	0.001	TONS
Purchase Rebar	1.000	TON

Inspector Note: Started the day with safety meeting. Started to set up curb n gutter. On driskill in front of the school. Continued to set up. More curb and gutter on la puerta. Poured out all the curb and gutter. Cleaned up and cautioned taped everything. Also chipped some concrete footings on la puerta for the gate track put rebar on all the curb and gutter.
1 ton of rebar was purchased number 4

Approved by

Signature only verifies materials and hours worked.
Verification does not constitute approval of extra work.

Date: 7/21/2025

Verified By: Jason Landress

Printed Name: Jason Landress - IBCC Superintendent

Toro ENTERPRISES INC.
GENERAL ENGINEERING CONTRACTORS

Time and Material Report

12360-021
Rose Ave. E.S Conc Placement
Date Range: 6/26/2025 to 6/26/2025

12360-021

Notes - 8001-SetUp&PourVar.ConcrtItems;Started the day with safety with safety meeting started to set up ramp on driskill AS WELL AS DRIVEWAY AND SIDE WALK and another ramp. On driskill off site. Tied rebar on drive way 1foot on center on driveway. Poured 2 ramps and side walk on driskill also poured walk on la puerta Poured 20 yards inland supplied concrete

Labor	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate		Markup		Total
1114C I	Isidro A Ceja-Ponce	8-APPREN	8.00	73.52	-	-	0.50	119.02	$22.75	15.00	$	744.82
1181P G	Gabriel I Pacheco-Sierra	CMTMASON	8.00	73.52	-	-	0.50	119.02	$22.75	15.00	$	744.82
1292Z M	Margarito Zavala	L1	8.00	71.69	-	-	0.50	115.57	$21.94	15.00	$	726.00
1347L J	Juan Carlos Leon	CMTMASON	8.00	73.52	-	-	0.50	119.02	$22.75	15.00	$	744.82
1499A S	Seferino Astorga Alderete	CMTMASON	8.00	73.52	-	-	0.50	119.02	$22.75	15.00	$	744.82
1503G J	Jesus Gutierrez Bravo	CMTMASON	8.00	73.52	-	-	0.50	119.02	$22.75	15.00	$	744.82
1509O J	Jesus Maximo Orozco	6-APPREN	8.00	62.15	-	-	0.50	96.28	$17.07	15.00	$	627.14
307 Z J	Jose Luis Zaragoza	CMTMASON	8.00	76.52	1.00	100.77	$24.25 0.50	125.02	$24.25	15.00	$	891.76
312 C A	Abelardo Ceja	CMTMASON	8.00	75.52	-	-	0.50	123.02	$23.75	15.00	$	765.52
53CASTEL	Manuel R. Castellon	L1	8.00	71.69	-	-	0.50	115.57	$21.94	15.00	$	726.00
6PHERNAN	Pedro G Hernandez	L3	8.00	76.30	-	-	0.50	124.79	$24.25	15.00	$	773.71
754 J D	Jose A DeDios-Gonzalez	CMTMASON	8.00	73.52	-	-	0.50	119.02	$22.75	15.00	$	744.82
											$	**8,979.05**

$269.70

Equipment	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup		Total
4604	Ford F-600 (2025)		8.00	52.44	-	-	-	-	15.00	$	482.45
5340	Form Truck - Ptrbit 337 (2020)		8.00	62.25	-	-	-	-	15.00	$	572.70
										$	**1,055.15**

Premium Time Total
$293.95

Grand Total **$ 10,034.20**

Time and Material Report

Date: 06/26/2025
Foreman: Jose Luis Zaragoza
Shift: 1

Job Code: 12360UPA
Rose Ave. E.S Conc Placement

9999-8001 T&M-SetUp&PourVar.ConcrtItems 0.00 LS

Labor	Pay Class	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
Isidro A Ceja-Ponce	8-APPREN	8.00	0.00	0.50	8.50
Gabriel I Pacheco-Sierra	CMTMASON	8.00	0.00	0.50	8.50
Margarito Zavala	L1	8.00	0.00	0.50	8.50
Juan Carlos Leon	CMTMASON	8.00	0.00	0.50	8.50
Seferino Astorga Alderete	CMTMASON	8.00	0.00	0.50	8.50
Jesus Gutierrez Bravo	CMTMASON	8.00	0.00	0.50	8.50
Jesus Maximo Orozco	6-APPREN	8.00	0.00	0.50	8.50
Jose Luis Zaragoza	CMTMASON	8.00	1.00	0.50	9.50
Abelardo Ceja	CMTMASON	8.00	0.00	0.50	8.50
Manuel R. Castellon	L1	8.00	0.00	0.50	8.50
Pedro G Hernandez	L3	8.00	0.00	0.50	8.50
Jose A DeDios-Gonzalez	CMTMASON	8.00	0.00	0.50	8.50
				Total:	103.00

Equipment	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
4604-Ford F-600 (2025)	8.00	0.00	0.00	8.00
5340-Form Truck - Ptrblt 337 (2020)	8.00	0.00	0.00	8.00
			Total:	16.00

Material	Quantity	Units
Purchase AC Paving Materials	0.001	TONS
Purchase Base Materials	0.001	TONS

Inspector Note: Started the day with safety with safety meeting started to set up ramp on driskill AS WELL AS DRIVEWAY AND SIDE WALK and another ramp. On driskill off site. Tied rebar on drive way 1foot on center on driveway. Poured 2 ramps and side walk on driskill also poured walk on la puerta
Poured 20 yards inland supplied concrete

Approved by

Signature only verifies materials and hours worked.
Verification does not constitute approval of extra work.

Date: 7/21/2025

Verified By: Jason Landress

Printed Name: Jason Landress - IBCC Superintendent

TORO ENTERPRISES INC.
GENERAL ENGINEERING CONTRACTORS

Time and Material Report

12360-022
Rose Ave. E.S Conc Placement
Date Range: 6/27/2025 to 6/27/2025

12360-022

Notes - 8001-SetUp&PourVar.ConcrtItems-Started the day with safety meeting. Started to set up driveway on la puerta and putting in rebar. Also set up a curbs on site. Next tp the gate track poured everything out. Also poured. 3 light standards on site

Labor	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
1177G H	Hugo T Gil	7-APPREN	8.00	73.52	1.00	96.27	$22.75 -	-	15.00	$ 787.09
1181P G	Gabriel I Pacheco-Sierra	CMTMASON	8.00	73.52	-	-	-	-	15.00	$ 676.38
1245O B	Brandon Sebastian Ortega	8-APPREN	8.00	68.97	-	-	-	-	15.00	$ 634.52
1463P L	Luisangel Manzano Piceno	CMTMASON	8.00	73.52	-	-	-	-	15.00	$ 676.38
1481B E	Espiridion Baltazar Luna	CMTMASON	8.00	73.52	-	-	-	-	15.00	$ 676.38
1509O J	Jesus Maximo Orozco	6-APPREN	8.00	62.15	-	-	-	-	15.00	$ 571.78
307 Z J	Jose Luis Zaragoza	CMTMASON	8.00	76.52	2.00	100.77	$48.50 -	-	15.00	$ 935.76
53CASTEL	Manuel R. Castellon	L1	8.00	71.69	2.00	93.63	$43.88 -	-	15.00	$ 874.90
746 G O	Octavio DeDios-Gonzalez	CMTMASON	8.00	73.52	-	-	$23.40 -	-	15.00	$ 676.38
76	Jose Juan Alamillo	CMTMASON	8.00	74.82	1.00	98.22	-	-	15.00	$ 801.30
										$ 7,310.87

$138.53

Equipment	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
2071	WORKHORSE WTR TRLR 535 (2		4.00	8.81	-	-	-	-	15.00	$ 40.53
4604	Ford F-600 (2025)		9.00	52.44	-	-	-	-	15.00	$ 542.75
5340	Form Truck - Ptrblt 337 (2020)		9.00	62.25	-	-	-	-	15.00	$ 644.29
										$ 1,227.57

Premium Time Total
$138.53

Grand Total **$ 8,538.44**

Time and Material Report

Date: 06/27/2025
Foreman: Jose Luis Zaragoza
Shift: 1

Job Code: 12360UPA
Rose Ave. E.S Conc Placement

9999-8001 T&M-SetUp&PourVar.ConcrtItems 0.00 LS

Labor	Pay Class	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
Hugo T Gil	7-APPREN	8.00	1.00	0.00	9.00
Gabriel I Pacheco-Sierra	CMTMASON	8.00	0.00	0.00	8.00
Brandon Sebastian Ortega	8-APPREN	8.00	0.00	0.00	8.00
Luisangel Manzano Piceno	CMTMASON	8.00	0.00	0.00	8.00
Espiridion Baltazar Luna	CMTMASON	8.00	0.00	0.00	8.00
Jesus Maximo Orozco	6-APPREN	8.00	0.00	0.00	8.00
Jose Luis Zaragoza	CMTMASON	8.00	2.00	0.00	10.00
Manuel R. Castellon	L1	8.00	2.00	0.00	10.00
Octavio DeDios-Gonzalez	CMTMASON	8.00	0.00	0.00	8.00
Jose Juan Alamillo	CMTMASON	8.00	1.00	0.00	9.00
				Total:	86.00

Equipment	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
2071-WORKHORSE WTR TRLR 535 (2014)	4.00	0.00	0.00	4.00
4604-Ford F-600 (2025)	9.00	0.00	0.00	9.00
5340-Form Truck - Ptrblt 337 (2020)	9.00	0.00	0.00	9.00
			Total:	22.00

Material	Quantity	Units
Purchase AC Paving Materials	0.001	TONS

Inspector Note: Started the day with safety meeting. Started to set up driveway on la puerta and putting in rebar. Also set up a curbs on site. Next tp the gate track poured everything out. Also poured. 3 light standards on site

Approved by

Signature only verifies materials and hours worked.
Verification does not constitute approval of extra work.

Date: 7/21/2025

Verified By: Jason Landress

Printed Name: Jason Landress - IBCC Superintendent

GENERAL ENGINEERING
CONTRACTORS

Time & Material Summary Report

Inland Building Const Co., Inc **08/11/2025**

Job: 12360UPA - Rose Ave. E.S Conc Placement

RFCO # 10

8001-SetUp&PourVar.ConcrtItems-July 2025

Bill #	Date	Total $
12360-030	07/07/2025	$6,619.71
12360-033	07/19/2025	$7,065.08
12360-034	07/31/2025	$8,184.11
Total RFCO:		**$21,868.90**

Prepared By:

Mauricio Romero - T&M Specialist
NAME/TITLE

Accepted By: _____

Print Name: _____

Date: _____

Toro ENTERPRISES INC.
GENERAL ENGINEERING CONTRACTORS

Time and Material Report

12360-030
Rose Ave. E.S Conc Placement
Date Range: 7/7/2025 to 7/7/2025

12360-030

Notes - 8001-SetUp&PourVar.ConcrtItems- Formed and poured: 11 Linear feet long of mow curb 6 inch tall by 12 inches wide. 13 linear feet long by 18 inches wide by 12 inches thick concrete band for sliding door. 13 linear feet long by 12 inches thick concrete wide by 12 inches deep concrete band for sling doors' track. Installed track for sliding door. 51 linear feet long by 20 inch wide by 6 inches thick concrete ban that is one inch bellow the perimeter fence. 12 rebar number four were used. One washout Box was used. Concrete was provided by client.

Labor	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup		Total
10JAUGIR	Juan A Aguirre	L3	8.00	85.85	1.00	114.47 $26.62	-	-	15.00	$	921.46
1347L J	Juan Carlos Leon	CMTMASON	8.00	73.52	-	-	-	-	15.00	$	676.38
1462A E	Esteban Angeles	3-APPREN	8.00	41.75	-	-	-	-	15.00	$	384.10
1481B E	Espiridion Baltazar Luna	CMTMASON	8.00	73.52	-	-	-	-	15.00	$	676.38
325 U M	Manuel Urquieta-Romero	CMTMASON	8.00	73.52	-	-	-	-	15.00	$	676.38
53CASTEL	Manuel R. Castellon	L1	8.00	75.09	1.00	98.33 $23.24	-	-	15.00	$	803.91
6PHERNAN	Pedro G Hernandez	L3	8.00	109.86	-	-	-	-	15.00	$	1,010.71
										$	**5,149.32**

$51.86

Equipment	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup		Total
5506	Ford F-550 (2018)		9.00	52.44	-	-	-	-	15.00	$	542.75
5340	Form Truck - Ptrblt 337 (2020)		9.00	62.25	-	-	-	-	15.00	$	644.29
										$	**1,187.04**

Materials	Description	Qty	Reg Rate	Markup		Total
MATERIAL	TY | Washout Box	1.00	154.99	10.00	$	170.49
MATERIAL	TY | #4 GR60 1/2" X 20' REBAR	12.00	8.55	10.00	$	112.86
					$	**283.35**

Premium Time Total
$51.86

Grand Total **$ 6,619.71**

Daily Time and Materials (T&M) Report

Date: 7/7/2025
Foreman: Juan A Aguirre (10JAUGIR)
Toro Enterprises

12360UPA (Rose Ave. E.S Conc Placement)

9999-8001 - T&M-SetUp&PourVar.ConcrtItems **Quantity: 1 LS**

Notes:
Formed and poured:
11 Linear feet long of mow curb 6 inch tall by 12 inches wide.
13 linear feet long by 18 inches wide by 12 inches thick concrete band for sliding door.
13 linear feet long by 12 inches thick concrete wide by 12 inches deep concrete band for sling doors' track.
Installed track for sliding door.
51 linear feet long by 20 inch wide by 6 inches thick concrete ban that is one inch bellow the perimeter fence.
12 rebar number four were used.
One washout Box was used.
Concrete was provided by client.

Labor	Hours	Overtime Hours	Total Hours
10JAUGIR - Juan A Aguirre	8	1	9
1347L J - Juan Carlos Leon	8	0	8
1462A E - Esteban Angeles	8	0	8
1481B E - Espiridion Baltazar Luna	8	0	8
325 U M - Manuel Urquieta-Romero	8	0	8
53CASTEL - Manuel R. Castellon	8	1	9
6PHERNAN - Pedro G Hernandez	8	0	8

Total Labor Hours: 58

Equipment	Hours
5340 - Form Truck - Ptrblt 337 (2020)	9
5506 - Ford F-550 (2018)	9

Total Equipment Hours: 18

Materials	Qty Installed
AC - Purchase AC Paving Materials	0 TONS
SAND - Purchase Fill Sand	0 TON
SWPP - BMPs for SWPPP	0 EA
FORM - Purchase Form Materials	0 $
TACK - Purchase Tack Coat	0 GAL
BASE - Purchase Base Materials	0 TONS
UTILITYADJ - Purchase Utility Adj Materials	0 $
DIRT - Import Dirt	0 CY
MISC - Purchase Misc Materials	0 $
CONCRETE - Purchase Concrete	0 CY
REBAR - Purchase Rebar	0 TON
PIPE-WATER - Purchase Pipe - Water	0 LF
LANDSCAPE - Landscape Materials	0 $
SHORING - Shoring Material	0 EA
SLURRY - Purchase Slurry	0 CY
BLOTTER - Purchase Blotter	0 TONS
PIPE-DRY - Purchase Pipe - Dry	0 LF
PIPE-SEWER - Purchase Pipe - Sewer	0 LF
WATER - Purchase Water	0 HCF
PIPE-SD - Purchase Pipe - SD	0 LF
GRINDING-SUB - Grinding Sub	0 HR
INSPECT-SUB - Inspection Sub	0 HR
MISC SUB - Misc Extra Work Sub	0 $
PIPECLEAN - Pipe Cleaning Sub	0 HR
PUMP-SUB - Concrete Pumping Sub	0 HR
SAWCUT-SUB - Sawcut Sub	0 HR
SOILTREATSUB - Soil Treatment Sub	0 HR
SWEEPING-SUB - Sweeping Sub	0 HR
TESTING - Testing	0 HR
WELDING-SUB - Welding Sub	0 HR
CRANE-SUB - Crane Sub	0 HR
TC-EQP - Traffic Control Equipment	0 EA
TR-HR - Hourly Trucking	0 HR
TR-LD - Trucking by Load	0 LD
PERMIT-OTHFE - Permits - Other Fees	0 $
DUMPFEE - Dump Fee	0 LD



Toro ENTERPRISES INC.
GENERAL ENGINEERING CONTRACTORS

Time and Material Report

12360-033
Rose Ave. E.S Conc Placement
Date Range: 7/19/2025 to 7/19/2025

12360-033

Notes - 8001-SetUp&PourVar.ConcrtItems-Poured driveway in front of rose ave elementary school rebar was tied at 12inches on center it was previously formed had to take down and form up again because when they compacted the base for asphalt they pushed our forms in. So took down form and set line back up and formed back up. Path of travel was set at 1.5% and driveway was at less then 10% joints a path of travel were at 10ft deep joints with score marks at every 5 feet . The contractor will pay for the premium time for this job

Labor	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
1077G M	Manuel Gutierrez-Madrigal	L1	-	-	8.00	98.33	$262.21	-	-	15.00	$ 904.64
108 M R	Roberto A. Meza	L2	-	-	8.00	104.63	$279.01	-	-	15.00	$ 962.60
136 C A	Alfonso Camacho	CMTMASON	-	-	8.00	102.20	$272.53	-	-	15.00	$ 940.24
1366M S	Samuel Abraham Martinez Jr	CMTMASON	-	-	8.00	96.27	$256.72	-	-	15.00	$ 885.68
634 T F	Francisco Gutierrez Torres	L1-WT	-	-	9.00	108.03	$288.08	-	-	15.00	$ 1,118.11
65	Sergio Fuentes-Espinoza	CMTMASON	-	-	8.00	96.27	$256.72	-	-	15.00	$ 885.68
754 J D	Jose A DeDios-Gonzalez	CMTMASON	-	-	8.00	96.27	$256.72	-	-	15.00	$ 885.68
											$ 6,582.63

$1,871.99

Equipment	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
4602	Ford F-600 (2025)		8.00	52.44	8.00	-	-	-	15.00	$ 482.45
										$ 482.45

Premium Time Total
$1,871.99

Grand Total **$ 7,065.08**

Time and Material Report

Date: 07/19/2025
Foreman: Francisco Gutierrez Torres
Shift: 1

Job Code: 12360UPA
Rose Ave. E.S Conc Placement

9999-8001 T&M-SetUp&PourVar.ConcrtItems 1.00 LS

Labor	Pay Class	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
Manuel Gutierrez-Madrigal	L1	0.00	8.00	0.00	8.00
Roberto A. Meza	L2	0.00	8.00	0.00	8.00
Alfonso Camacho	CMTMASON	0.00	8.00	0.00	8.00
Samuel Abraham Martinez	CMTMASON	0.00	8.00	0.00	8.00
Francisco Gutierrez Torres	L1-WT	0.00	9.00	0.00	9.00
Sergio Fuentes-Espinoza	CMTMASON	0.00	8.00	0.00	8.00
Jose A DeDios-Gonzalez	CMTMASON	0.00	8.00	0.00	8.00
				Total:	**57.00**

Equipment	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
4602-Ford F-600 (2025)	0.00	8.00	0.00	8.00
			Total:	**8.00**

Material	Quantity	Units
Purchase Concrete	0.001	CY

Approved by

TORO ENTERPRISES INC.
GENERAL ENGINEERING CONTRACTORS

Time and Material Report

12360-034

Notes - 8001-SetUp&PourVar.ConcrtItems-Material: 2 truncated domes, one 3x4 and another 3x5, yellow, Armor-Tile. Home Depot # 1040002961738, Total $41.47

Labor	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup		Total
1078D G	Duke Alfred Conco-Gonzales	L1-WT	8.00	78.51	1.00	102.45	$23.94	- -	15.00	$	840.11
1114C I	Isidro A Ceja-Ponce	8-APPREN	8.00	73.52	-	-	-	-	15.00	$	676.38
1376G J	Javier Alberto Garcia	4-APPRNT	8.00	59.04	-	-	-	-	15.00	$	543.17
1503G J	Jesus Gutierrez Bravo	CMTMASON	8.00	73.52	-	-	-	-	15.00	$	676.38
312 C A	Abelardo Ceja	CMTMASON	8.00	75.52	-	-	-	-	15.00	$	694.78
324 L A	Alvaro A. Landeros	CMTMASON	8.00	80.97	1.00	107.45	$26.48	- -	15.00	$	868.49
581 R E	Edward Luis Rodriguez	O-10	4.00	105.97	-	-	-	-	15.00	$	487.46
1347L J	Juan Carlos Leon	CMTMASON	8.00	73.52	-	-	-	-	15.00	$	676.38
							$50.42			$	5,463.15

Equipment	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup		Total
5524	Ford F-550 (2020)		8.00	52.44	-	-	-	-	15.00	$	482.45
5338	Form Truck - Ptrblt 337 (2020)		8.00	71.20	-	-	-	-	15.00	$	655.04
5222	Ford F-250 (2020)		4.00	35.85	-	-	-	-	15.00	$	164.91
										$	1,302.40

Materials	Description	Qty	Reg Rate	Markup		Total
MATERIAL	Cemex #9452219454	1.00	1,192.06	15.00	$	1,370.87
MATERIAL	THD #1040 00029 61738	1.00	41.47	15.00	$	47.69
					$	1,418.56

Premium Time Total
$50.42

Grand Total $ 8,184.11

Time and Material Report

Date: 07/31/2025
Foreman: Alvaro A. Landeros
Shift: 1

Job Code: 12360UPA
Rose Ave. E.S Conc Placement

9999-8001 T&M-SetUp&PourVar.ConcrtItems 1.00 LS

Labor	Pay Class	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
Duke Alfred Conco-Gonzal	L1-WT	8.00	1.00	0.00	9.00
Isidro A Ceja-Ponce	8-APPREN	8.00	0.00	0.00	8.00
Juan Carlos Leon	CMTMASON	8.00	0.00	0.00	8.00
Javier Alberto Garcia	4-APPRNT	8.00	0.00	0.00	8.00
Jesus Gutierrez Bravo	CMTMASON	8.00	0.00	0.00	8.00
Abelardo Ceja	CMTMASON	8.00	0.00	0.00	8.00
Alvaro A. Landeros	CMTMASON	8.00	1.00	0.00	9.00
Edward Luis Rodriguez	O-10	4.00	0.00	0.00	4.00
				Total:	**62.00**

Equipment	1st Rate Hrs	2nd Rate Hrs	3rd Rate Hrs	Total Hrs
5222-Ford F-250 (2020)	4.00	0.00	0.00	4.00
5338-Form Truck - Ptrblt 337 (2020)	8.00	0.00	0.00	8.00
5524-Ford F-550 (2020)	8.00	0.00	0.00	8.00
			Total:	**20.00**

Material	Quantity	Units
Purchase Concrete	7.000	CY
Purchase Pipe - Water	10.000	LF

Inspector Note: Material:
2 truncated domes, one 3x4 and another 3x5, yellow, Armor-Tile.
Home Depot # 10400002961738, Total $41.47

Approved by

GENERAL ENGINEERING
CONTRACTORS

Time & Material Summary Report

Inland Building Const Co., Inc **08/11/2025**

Job: 12360UPA - Rose Ave. E.S Conc Placement

RFCO # 13

8007-Onsite Paving-July2025

Bill #	Date	Total $
12360-037	07/22/2025	$2,366.92
Total RFCO:		**$2,366.92**

Prepared By:

Mauricio Romero - T&M Specialist
NAME/TITLE

Accepted By: _____

Print Name: _____

Date: _____

Not IBCC Scope.
Performed by IBCC / Toro per BBC Request.
This work is owed by Bid Package #19: Paving, Striping & Signage

Toro ENTERPRISES INC.
GENERAL ENGINEERING CONTRACTORS

Time and Material Report

12360-037
Rose Ave. E.S Conc Placement
Date Range: 7/22/2025 to 7/22/2025

12360-037

Notes - 8007-Onsite Paving-Saw cut, clean up, make grade for ac slot behind driveway entrance to school at Gaucho. Base pave and cap in 2 separate lifts. Tack edges and dispose of spoils at Vulcan.

Labor	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup		Total
1231E D	David Estrada	O-8	2.00	95.62	-	-	-	-	15.00	$	219.93
1328M A	Ariel Medina-Martinez	L1	2.00	77.74	-	-	-	-	15.00	$	178.80
983 T A	Alexis Gabriel Torres	L1-WT	2.00	79.92	-	-	-	-	15.00	$	183.82
1291G D	Daniel Garcia	L1-WT	2.00	78.51	-	-	-	-	15.00	$	180.57
89	Ricardo G Moreno	L1	4.00	79.72	-	-	-	-	15.00	$	366.71
										$	**1,129.83**

Equipment	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup		Total
6226	JD 210 P-Tier (2025)		2.00	54.96	-	-	-	-	15.00	$	126.41
7037	CAT CB24B (2015)		2.00	51.70	-	-	-	-	15.00	$	118.91
5185	Ford F-550 (2014)		2.00	52.44	-	-	-	-	15.00	$	120.61
5332	Dump Truck - Ptrblt 337 (2016)		2.00	71.20	-	-	-	-	15.00	$	163.76
6107	TK40LP (2021)		2.00	8.81	-	-	-	-	15.00	$	20.26
4507	Ford F-550 (2023) Saw Truck		4.00	52.44	-	-	-	-	15.00	$	241.22
										$	**791.17**

Materials	Description	Qty	Reg Rate	Markup		Total
MATERIAL	Vulcan #4030827	1.00	387.76	15.00	$	445.92
					$	**445.92**

Grand Total **$ 2,366.92**

Daily Time and Materials (T&M) Report

Date: 7/22/2025
Foreman: Gary R. Cran Jr (137 C G)
Toro Enterprises

12360UPA (Rose Ave. E.S Conc Placement)

9999-8003 - T&M-Asphalt Patching see RFCO #12 **Quantity: 0 ls**

Notes:
Clean up and prepare ac slot on Driskill for driveway entrance to school at Gaucho. Base pave and cap in 2 separate lifts. Tack edges and dispose of spoils at Vulcan.

Move in skiploader #6226 and roller #7037 pre shift and demobilize equipment at end of shift.

Labor	Hours	Overtime Hours	Total Hours
1231E D - David Estrada	6	0	6
1291G D - Daniel Garcia	6	0	6
1328M A - Ariel Medina-Martinez	6	0	6
983 T A - Alexis Gabriel Torres	6	2	8

Total Labor Hours: 26

Equipment	Hours
5185 - Ford F-550 (2014)	6
5332 - Dump Truck - Ptrblt 337 (2016)	8
6107 - TK40LP (2021)	3.5
6226 - JD 210 P-Tier (2025)	6
7037 - CAT CB24B (2015)	6

Total Equipment Hours: 29.5

Materials	Qty Installed
AC - Purchase AC Paving Materials	6 TONS
TACK - Purchase Tack Coat	0 GAL

SAND - Purchase Fill Sand	0 TON
BLOTTER - Purchase Blotter	0 TONS
PIPE-SD - Purchase Pipe - SD	0 LF
BASE - Purchase Base Materials	0 TONS
UTILITYADJ - Purchase Utility Adj Materials	0 $
DIRT - Import Dirt	0 CY
CONCRETE - Purchase Concrete	0 CY
SHORING - Shoring Material	0 EA
SLURRY - Purchase Slurry	0 CY
PIPE-SEWER - Purchase Pipe - Sewer	0 LF
WATER - Purchase Water	0 HCF
SWPP - BMPs for SWPPP	0 EA
FORM - Purchase Form Materials	0 $
MISC - Purchase Misc Materials	0 $
REBAR - Purchase Rebar	0 TON
PIPE-WATER - Purchase Pipe - Water	0 LF
LANDSCAPE - Landscape Materials	0 $
PIPE-DRY - Purchase Pipe - Dry	0 LF
INSPECT-SUB - Inspection Sub	0 HR
MISC SUB - Misc Extra Work Sub	0 $
PIPECLEAN - Pipe Cleaning Sub	0 HR
PUMP-SUB - Concrete Pumping Sub	0 HR
SAWCUT-SUB - Sawcut Sub	0 HR
SOILTREATSUB - Soil Treatment Sub	0 HR
TESTING - Testing	0 HR
WELDING-SUB - Welding Sub	0 HR
SWEEPING-SUB - Sweeping Sub	0 HR
GRINDING-SUB - Grinding Sub	0 HR
CRANE-SUB - Crane Sub	0 HR
TR-HR - Hourly Trucking	0 HR
TR-LD - Trucking by Load	0 LD
PERMIT-OTHFE - Permits - Other Fees	0 $
TC-EQP - Traffic Control Equipment	0 EA
DUMPFEE - Dump Fee	0 LD

9999-8007 - T&M on site Paving / This PFCO **Quantity: 0 ls**

Notes:

Saw cut, clean up, make grade for ac slot behind driveway entrance to school at Gaucho. Base pave and cap in 2 separate lifts. Tack edges and dispose of spoils at Vulcan.

Labor	Hours

1231E D - David Estrada	2
1291G D - Daniel Garcia	2
1328M A - Ariel Medina-Martinez	2
89 - Ricardo G Moreno	4
983 T A - Alexis Gabriel Torres	2

Total Labor Hours: 12

Equipment	Hours
4507 - Ford F-550 (2023) Saw Truck	4
5185 - Ford F-550 (2014)	2
5332 - Dump Truck - Ptrblt 337 (2016)	2
6107 - TK40LP (2021)	2
6226 - JD 210 P-Tier (2025)	2
7037 - CAT CB24B (2015)	2

Total Equipment Hours: 14

Materials	Qty Installed
AC - Purchase AC Paving Materials	2.85

Cra

Vulcan Materials Company
and Subsidiaries
CALMAT CO.

SHIP TO:
FOB ANNUAL SATICOY / SUN VALLE
220 S. DRISKILL ST
FOB SATICOY/VAR LOC
OXNARD,
OXNARD,CA,93036

RECEIVED
JUL 28 2025
ACCOUNTING

SOLD TO:
TORO ENTERPRISES INC
PO BOX 6285
Oxnard, CA 93031

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:

Calmat Co dba Vulcan Materials Co
PO Box 55572
Los Angeles, CA 90074-5572, US
Phone: 1-800-777-8752 or
help@vmcmail.com

INVOICE

CUSTOMER NO:	99581-219610
INVOICE NO:	4030827
INVOICE DATE:	07/25/2025
INVOICE AMT:	387.76
ORDER:	1276242
DUE DATE:	08/15/2025

JOB #	COST CODE
12360	8007

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.

TAXES:	PERCENT:	AMOUNT:
CALIFORNIA	6.00%	21.70
VENTURA	1.25%	4.52

TOTAL QUANTITY:	TOTAL LOADS:
4.21	1.00

SALES TAX:	TOTAL PRODUCT:	Pay this AMOUNT:
26.22	351.54	
FEES:	TOTAL FREIGHT:	
0.00	0.00	
	TOTAL OTHER:	
	10.00	$387.76

SALES REP	PO NUMBER	REF	CONTRACT NO.	TAX EXEMPT ID.	TERMS
Rush Leavitt	12360				NET 15th PROX - Payable in full by the 15th of each month following month of shipment

INVOICE #	INVOICE DATE	CUSTOMER NUMBER	LOCATION	LOCATION	ORDER	BILL OF LADING	FOB
4030827	07/25/2025	99581-219610	4984-231	SATICOY HMA	1276242		PICKUP

TICKET DETAIL

SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	PRODUCT UOM	PRODUCT QTY	PRODUCT PRICE	FREIGHT UOM	FREIGHT QTY	FREIGHT PRICE	OTHER CHARGES UOM	OTHER CHARGES QTY	OTHER CHARGES PRICE	AMOUNT
07/22/2025	16529921	85Z1		300807	203 3C3 PG64-10	T	4.21	83.50							351.54
				ENVFEE	Environmental Fee -Agg & Asphalt							L	1.00	10.00	10.00

SAVE TIME AND SAVE A TREE WITH EMAIL INVOICE DELIVERY!
Receive your invoice faster and help save the environment by enrolling in our email invoicing service. With email, Invoices are sent in one easy to open file directly to your Inbox. To sign up, contact us at help@vmcmail.com or call us at 1-800-777-8752.

Inland Building Construction Companies Inc
323 South Sierra Way
San Bernardino, California 92408
P: 9098846276

Project: 21-042 - STWF-Rose ES - BP#28 Site Concrete
220 S. Driskill St.
Oxnard , California 93030

T&M Ticket #5

Performed on	Jul 22, 2025	**Reference #**	CE #365
Location		**Ordered by**	Alex Garcia (Balfour Beatty)
Status	In Progress		
Description	Additional asphalt placement and compaction at the school site side of the north approach near the existing marquee and campus.		

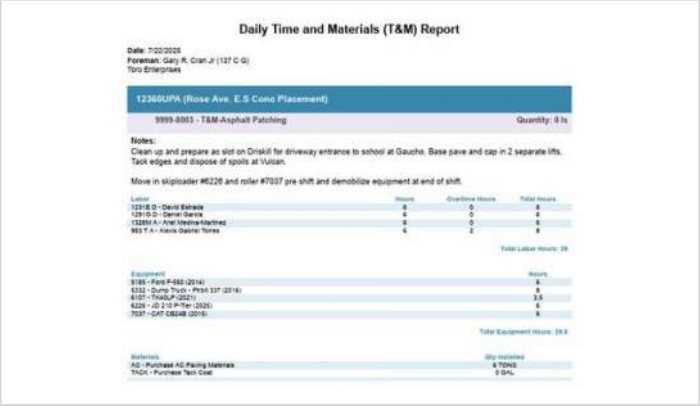
Materials (1)

Material	Description	Unit	Quantity
Asphalt		ton	2.85
		Total:	2.85

Subcontractors (1)

Company	Description
Toro Enterprises	3 persons at six hours and 1 person at eight hours for a total of 26 hours. See attached subcontractor time and material ticket for additional details.

Attachments


Daily Time and Materials (T&M) Report

T&M_Report_For_7-22-2025_On_Job_12360UPA%20-%20Rose%20Ave%2E%20E%2ES%20Conc%20%20Placement.pdf

Approvals

COMPANY SIGNATURE **DATE**

CUSTOMER SIGNATURE **DATE**

Notes

Inland Building Construction Companies Inc
323 South Sierra Way
San Bernardino, California 92408
P: 9098846276

Project: 21-042 - STWF-Rose ES - BP#28 Site Concrete
220 S. Driskill St.
Oxnard , California 93030

T&M Ticket #4

Performed on	Jul 19, 2025	**Reference #**	CE # 365
Location		**Ordered by**	Alex Garcia (Balfour Beatty)
Status	In Progress		
Description	Premium time charges for Toro concrete to perform work on Saturday for the north driver approach near the existing campus and the associated charges from the concrete supplier for the short load of concrete needed to complete the concrete pour.		

Labor (2)

Employee	Classification	Time Type	Hours
Benjamin Mendoza-Rodriguez (Inland Building Construction Companies Inc)	Carpenter Foreman	Overtime	4.00
Jesus Mendoza	Cement Mason Journeyman	Overtime	4.00
		Total:	8.00

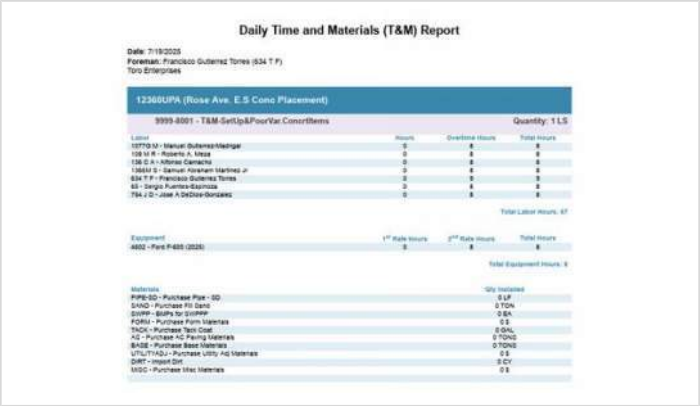
Materials (1)

Material	Description	Unit	Quantity
Concrete		cy	14.00
		Total:	14.00

Subcontractors (1)

Company	Description
Toro Enterprises	7 workers total - 8 hours for 6 persons and 9 hours for 1 person = 57 hours total. See attached time and material ticket for the personnel utilized to perform this work.

Attachments



T&M_Report_For_7-19-2025_On_Job_12360UPA%20-%20Rose%20Ave%2E%20E%2ES%20Conc%20%20Placement.pdf

Approvals

COMPANY SIGNATURE	DATE	CUSTOMER SIGNATURE	DATE

Notes

GENERAL ENGINEERING
CONTRACTORS

Time & Material Summary Report

Inland Building Const Co., Inc **08/11/2025**

Job: 12360UPA - Rose Ave. E.S Conc Placement

RFCO # 14

8002-Grading-July 2025

Bill #	Date	Total $
12360-032	07/30/2025	$8,244.16
12360-035	07/30/2025	$555.03
Total RFCO:		**$8,799.19**

Prepared By:

Mauricio Romero - T&M Specialist
NAME/TITLE

Accepted By: _____

Print Name: _____

Date: _____

TORO ENTERPRISES INC.
GENERAL ENGINEERING CONTRACTORS

Time and Material Report

12360-032
Rose Ave. E.S Conc Placement
Date Range: 7/30/2025 to 7/30/2025

12360-032

Notes - 8002-Grading- We were told to stand by till BBC got the city's approval to change the h/c opening from a 5' to 4' Saw cut score lines at driveway to back parking lot of rose Avenue elementary school. Then cleaned up weeds that grew between sidewalk and curb At 11:am received a call fro Jason Landress from Inland to proceed with work Saw cut curb and gutter , asphalt and sidewalk to remove and grade for two new h/c ramps used a back hole to remove concrete and asphalt and loaded into a bobtail dump truck to haul off site Removed a multiple address mail box and relocated per Jason Landress Hauled off three loads of concrete and asphalt to Vulcan and one load of dirt Placed open trench signs and sidewalk closed and delineated area. LOWES: Trans #17933616. $23.42

Labor	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
1084R G	Gerardo Ramirez	L1	8.00	x4 75.09	$300.36	2.00	98.33	$196.66	-	15.00	$ 916.99
1179M C	Chad Anthony Martinez	O-8	8.00	x4 95.62	$382.48	1.00	126.27	$126.27	-	15.00	$ 1,024.91
1465B C	Cody Christopher Balades	O-8	8.00	x4 95.62	$382.48	1.00	126.27	$126.27	-	15.00	$ 1,024.91
1483G A	Adran Gonzalez	L1-WT	8.00	x4 78.11	$312.44	2.00	101.85	$203.70	-	15.00	$ 952.87
581 R E	Edward Luis Rodriguez	O-10	8.00	x4 105.97	$423.88	2.00	141.49	$282.98	-	15.00	$ 1,300.35
89	Ricardo G Moreno	L1	8.00	x4 79.71	$318.84	2.00	105.26	$210.52	-	15.00	$ 975.43
											$ 6,195.46

$2,120.48 $1,146.4

Equipment	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
5049	Ford F-250 (2015)		9.00	x4 35.85	$143.40	-	-	-	15.00	$ 371.05
5331	Dump Truck - Ptrblt 337 (2016)		9.00	x4 71.20	$284.80	-	-	-	15.00	$ 736.92
5222	Ford F-250 (2020)		9.00	x4 35.85	$143.40	-	-	-	15.00	$ 371.05
4507	Ford F-550 (2023) Saw Truck		9.00	x4 52.44	$209.76	-	-	-	15.00	$ 542.75
										$ 2,021.77

$781.36

Materials	Description	Qty	Reg Rate	Markup	Total
MATERIAL	Lowe's #3084857	1.00	23.42	15.00	$ 26.93
					$ 26.93

Total Standby, drain reconnect, and mailbox relocation Cost
$4,071.66

Grand Total **$ 8,244.16**

Daily Time and Materials (T&M) Report

Date: 7/30/2025
Foreman: Edward Luis Rodriguez (581 R E)
Toro Enterprises

12360UPA (Rose Ave. E.S Conc Placement)

9999-8002 - T&M-Grading **Quantity: 1 ls**

Notes:
We were told to stand by till BBC got the city's approval to change the h/c opening from a 5' to 4'
Saw cut score lines at driveway to back parking lot of rose Avenue elementary school. Then cleaned up weeds that grew between sidewalk and curb
At 11:am received a call fro Jason Landress from Inland to proceed with work
Saw cut curb and gutter , asphalt and sidewalk to remove and grade for two new h/c ramps used a back hole to remove concrete and asphalt and loaded into a bobtail dump truck to haul off site
Removed a multiple address mail box and relocated per Jason Landress
Hauled off three loads of concrete and asphalt to Vulcan and one load of dirt
Placed open trench signs and sidewalk closed and delineated area

Labor	Hours	Overtime Hours	Total Hours
1084R G - Gerardo Ramirez	8	2	10
1179M C - Chad Anthony Martinez	8	1	9
1465B C - Cody Christopher Balades	8	1	9
1483G A - Adran Gonzalez	8	2	10
581 R E - Edward Luis Rodriguez	8	2	10
89 - Ricardo G Moreno	8	2	10

Total Labor Hours: 58

Signature only verifies materials and hours worked.
Verification does not constitute approval of extra work.

Date: 7/31/2025

Verified By: *Jason Landress*

Printed Name: Jason Landress - IBCC Superintendent

Equipment	Hours
4507 - Ford F-550 (2023) Saw Truck	9
5049 - Ford F-250 (2015)	9
5222 - Ford F-250 (2020)	9
5331 - Dump Truck - Ptrblt 337 (2016)	9

Total Equipment Hours: 36

Materials	Qty Installed
SAND - Purchase Fill Sand	0 TON
SWPP - BMPs for SWPPP	0 EA
FORM - Purchase Form Materials	0 $
TACK - Purchase Tack Coat	0 GAL
AC - Purchase AC Paving Materials	0 TONS
BASE - Purchase Base Materials	0 TONS
UTILITYADJ - Purchase Utility Adj Materials	0 $
MISC - Purchase Misc Materials	0 $
CONCRETE - Purchase Concrete	0 CY
REBAR - Purchase Rebar	0 TON
PIPE-WATER - Purchase Pipe - Water	0 LF
LANDSCAPE - Landscape Materials	0 $
SHORING - Shoring Material	0 EA
PIPE-DRY - Purchase Pipe - Dry	0 LF
DIRT - Import Dirt	0 CY
SLURRY - Purchase Slurry	0 CY
PIPE-SEWER - Purchase Pipe - Sewer	0 LF
WATER - Purchase Water	0 HCF
BLOTTER - Purchase Blotter	0 TONS
PIPE-SD - Purchase Pipe - SD	0 LF
INSPECT-SUB - Inspection Sub	0 HR
MISC SUB - Misc Extra Work Sub	0 $
PIPECLEAN - Pipe Cleaning Sub	0 HR
PUMP-SUB - Concrete Pumping Sub	0 HR
SAWCUT-SUB - Sawcut Sub	0 HR
SOILTREATSUB - Soil Treatment Sub	0 HR
SWEEPING-SUB - Sweeping Sub	0 HR
TESTING - Testing	0 HR
WELDING-SUB - Welding Sub	0 HR
GRINDING-SUB - Grinding Sub	0 HR
CRANE-SUB - Crane Sub	0 HR
TR-HR - Hourly Trucking	0 HR
TR-LD - Trucking by Load	0 LD
PERMIT-OTHFE - Permits - Other Fees	0 $
TC-EQP - Traffic Control Equipment	0 EA
DUMPFEE - Dump Fee	3 LD

Signature only verifies materials and hours worked.
Verification does not constitute approval of extra work.

Date: 7/31/2025

Verified By: *Jason Landress*

Printed Name: Jason Landress - IBCC Superintendent

JOB # 12360
C/C 9999-8002





LEARN MORE AT LOWES.COM/MYLOWESREWARDS

LOWE'S HOME CENTERS, LLC
301 WEST GONZALES ROAD
OXNARD, CA 93036 (805) 981-2330

- SALE -
SALES#: FSTLAN01 3084857 TRANS#: 17933616 07-30-25

1215604 RH WDG 3/8X3-3/4 IN	9.52
4 @ 2.38	
1215599 RH WDG 1/2X4-1/4 IN	11.92
4 @ 2.98	
SUBTOTAL:	21.44
TOTAL TAX:	1.98
INVOICE 86941 TOTAL:	23.42
VISA:	23.42

VISA: XXXXXXXXXXXX8622 AMOUNT: 23.42 AUTHCD: 310365
CHIP REFID:194147941522 07/30/25 11:56:52
CUSTOMER CODE: 12360
TVR : 8080008000
TSI : 6800 AID : A0000000031010

STORE: 1941 TERMINAL: 47 07/30/25 11:57:26
OF ITEMS PURCHASED: 8
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
FOR FULL DETAILS ON OUR RETURN POLICY, VISIT
LOWES.COM/RETURNS
A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE
AT OUR CUSTOMER SERVICE DESK

MY LOWE'S REWARDS CREDIT CARDHOLDERS GET MORE.
FOR DETAILS VISIT LOWES.COM/MYLOWESREWARDS

****
* SHARE YOUR FEEDBACK! *
* ENTER FOR A CHANCE TO BE *
* ONE OF FIVE $500 WINNERS DRAWN MONTHLY! *
* ¡ENTRE EN EL SORTEO MENSUAL *
* PARA SER UNO DE LOS CINCO GANADORES DE $500! *
*
* ENTER ON COMPLETING A SHORT SURVEY *

Toro ENTERPRISES INC.
GENERAL ENGINEERING CONTRACTORS

Time and Material Report

12360-035

Notes - 8002-Move in backhoe #7462 with breaker to La Puerta & Driskill.

Labor	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup		Total
424 W V	Vernon Flynn Wagner	L1-WT	3.00	80.87	-	-	-	-	15.00	$	279.00
										$	**279.00**

Equipment	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup		Total
2082	TKT40LP TRAILER (2007)		3.00	8.81	-	-	-	-	15.00	$	30.39
5333	Dump Truck - Ptrblt 337 (2016)		3.00	71.20	-	-	-	-	15.00	$	245.64
										$	**276.03**

Grand Total **$ 555.03**

Daily Time and Materials (T&M) Report

Date: 7/30/2025
Foreman: Vernon Flynn Wagner (424 W V)
Toro Enterprises

12360UPA (Rose Ave. E.S Conc Placement)

9999-8002 - T&M-Grading **Quantity: 1 ls**

Notes:
Move in backhoe #7462 with breaker to La Puerta & Driskill.

Labor	Hours
424 W V - Vernon Flynn Wagner	3

Total Labor Hours: 3

Equipment	Hours
2082 - TKT40LP TRAILER (2007)	3
5333 - Dump Truck - Ptrblt 337 (2016)	3
7462 - CAT 430 (2020)	0

Total Equipment Hours: 6

Materials	Qty Installed
SWPP - BMPs for SWPPP	0 EA
FORM - Purchase Form Materials	0 $
TACK - Purchase Tack Coat	0 GAL
AC - Purchase AC Paving Materials	0 TONS
BASE - Purchase Base Materials	0 TONS
UTILITYADJ - Purchase Utility Adj Materials	0 $
DIRT - Import Dirt	0 CY
MISC - Purchase Misc Materials	0 $
CONCRETE - Purchase Concrete	0 CY
REBAR - Purchase Rebar	0 TON
PIPE-WATER - Purchase Pipe - Water	0 LF

Signature only verifies materials and hours worked.
Verification does not constitute approval of extra work.

Date: 8/04/2025

Verified By: Jason Landress

Printed Name: Jason Landress - IBCC Superintendent

LANDSCAPE - Landscape Materials	0 $
SHORING - Shoring Material	0 EA
SLURRY - Purchase Slurry	0 CY
SAND - Purchase Fill Sand	0 TON
PIPE-SEWER - Purchase Pipe - Sewer	0 LF
PIPE-DRY - Purchase Pipe - Dry	0 LF
WATER - Purchase Water	0 HCF
PIPE-SD - Purchase Pipe - SD	0 LF
BLOTTER - Purchase Blotter	0 TONS
GRINDING-SUB - Grinding Sub	0 HR
INSPECT-SUB - Inspection Sub	0 HR
MISC SUB - Misc Extra Work Sub	0 $
PIPECLEAN - Pipe Cleaning Sub	0 HR
PUMP-SUB - Concrete Pumping Sub	0 HR
SAWCUT-SUB - Sawcut Sub	0 HR
SOILTREATSUB - Soil Treatment Sub	0 HR
SWEEPING-SUB - Sweeping Sub	0 HR
TESTING - Testing	0 HR
WELDING-SUB - Welding Sub	0 HR
CRANE-SUB - Crane Sub	0 HR
TC-EQP - Traffic Control Equipment	0 EA
TR-HR - Hourly Trucking	0 HR
TR-LD - Trucking by Load	0 LD
PERMIT-OTHFE - Permits - Other Fees	0 $
DUMPFEE - Dump Fee	0 LD

Signature only verifies materials and hours worked.
Verification does not constitute approval of extra work.

Date: 8/04/2025

Verified By: Jason Landress

Printed Name: Jason Landress - IBCC Superintendent

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 Draw Request #: 441

Date: 10-3-2025

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

The Contract is changed as follows:

Reference Cost Event 365 – CDR 441 – East Parking Lot Temp Driveway – Asphalt Removal, Grading, and Curb Prep Work performed at the east parking lot included removal of a 1-inch asphalt cap at the temporary driveway, base cleanup, grading of gate tracks and mow strips, and saw-cutting/removal of asphalt to prepare for curb installation.	$ 3,326.00

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

☑ The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2025-10-03	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CONTINGENCY DRAW REQUEST (CDR)

Owner:	Oxnard School District	Date:	10-3-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

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

Description of Work:

Reference Cost Event 365 – CDR 441 – East Parking Lot Temp Driveway – Asphalt Removal, Grading, and Curb Prep

Work performed at the east parking lot included removal of a 1-inch asphalt cap at the temporary driveway, base cleanup, grading of gate tracks and mow strips, and saw-cutting/removal of asphalt to prepare for curb installation.

A.	**Subcontractor's Cost**				
	Inland Building	$	3,070.79		
			Subtotal B:	**$**	**3,070.79**
B.	**General Contractor's Cost**				
	Material (See attached supporting documentation.)	$	-		
	Taxes at 9.5% of Material	$	-		
	Labor (includes Fringe Benefits)	$	-		
	Payroll Taxes and Insurances at 9.5% of Labor		included above		
	Construction Equipment (see attached supporting documentation)	$	-		
			Subtotal C:	**$**	**-**
C.	**General Contractor's Overhead and Profit***	* N/A for Contingency Draw Requests			
	Overhead & Profit 5% of Subtotal A	$	153.54		
	Overhead & Profit 10% of Subtotal C	$	-		
			Subtotal C:	**$**	**153.54**
D.	**Bond at 1%**		**Subtotal D:**	**$**	**33.26**
E.	**Builders Risk Insurance at 1%**		**Subtotal E:**	**$**	**33.26**
F.	**General Liability at 1.04%**		**Subtotal F:**	**$**	**34.59**
	Grand Total = (A + B + C + D + E + F)			**$**	**3,326.00**

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

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2025-10-03

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

Inland Building Construction Companies, Inc.

Job Information:

Rose Ave ES BP 28 - Site Concrete - 21-042
220 S Driskill St
Oxnard, CA 93030
Client: Oxnard School District

Proposed Change Order

PCO Number: 31
PCO Date: Sep 15, 2025
PCO Valid for 30 Days

Attention: Balfour Beatty Construction

From: Cliff Rodrick, cliff@ibccinc.com

Description of Work
COR #031 - CE-394-INT - Demo & Removals not in contract Material and Labor cost associated with demo & removals not in IBCC scope and shown to be removed by BP#27.

Self-Perform Work

Description	Cost	Markup %	Markup	Price
Bond	$60.21	%	$ 0.00	$60.21

Subcontract Work

Vendor	Cost	Markup %	Markup	Price
Toro Enterprises	$2,736.89	10.00%	$ 273.69	$3,010.58

Summary	
Total Cost	$2,797.10
Total Markup	$273.69
Subtotal	$3,070.79
Additional Days	0.00

323 South Sierra Way
San Bernardino, CA 92408
909-884-6276
www.ibccinc.com

GENERAL ENGINEERING
CONTRACTORS

Time & Material Summary Report

Inland Building Const Co., Inc **08/11/2025**

Job: 12360UPA - Rose Ave. E.S Conc Placement

RFCO # 11

8006-Demo/Grade Onsite-July 2025

Bill #	Date	Total $
12360-031	07/03/2025	$2,736.89

Total RFCO: **$2,736.89**

Prepared By:

Mauricio Romero - T&M Specialist
NAME/TITLE

Accepted By: _____

Print Name: _____

Date: _____

This work is not IBCC scope of work,
is owed by Bid Package #27: Site & Building Demolition & Abatement,
and was not performed by BP #27, or completed prior to BBC scheduling IBCC.

Toro ENTERPRISES INC.
GENERAL ENGINEERING CONTRACTORS

Time and Material Report

12360-031
Rose Ave. E.S Conc Placement
Date Range: 7/3/2025 to 7/3/2025

12360-031

Notes - 8006-Demo/Grade Onsite- We came here and graded all of the gate tracks all of the mow strips under the fence and we saw cut and removed Asphalt so that we could grade for curb. Everything was at the eastmost end of job site. The alignment and the Concrete section was given to us by Jason Inland superintendent. Also everything was confirmed with the DSA inspector.

Labor	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
1233Z J	Julian Marcelo Zuniga	L1	6.00	75.09	-	-	-	-	15.00	$ 518.12
241 A R	Richard Apodaca	O-6	6.00	100.51	-	-	-	-	15.00	$ 693.52
1376G J	Javier Alberto Garcia	6-APPRNT	6.00	59.04	-	-	-	-	15.00	$ 407.38
										$ 1,619.02

Equipment	Description	Class	Reg Hrs	Reg Rate	OT Hrs	OT Rate	2OT Hrs	2OT Rate	Markup	Total
5211	Ford F-250 (2018)		6.00	35.85	-	-	-	-	15.00	$ 247.37
6211	JD 210L (2017)		6.00	54.96	-	-	-	-	15.00	$ 379.22
7442	Int 4300SBA Dump (2011)		6.00	71.20	-	-	-	-	15.00	$ 491.28
										$ 1,117.87

Grand Total **$ 2,736.89**

Daily Time and Materials (T&M) Report

Date: 7/3/2025
Foreman: Samuel M. Gonzalez Jr (255 G S)
Toro Enterprises

12360UPA (Rose Ave. E.S Conc Placement)

9999-8006 - T&M-Demo/Grade Onsite **Quantity: 0 ls**

Notes:
We came here and graded all of the gate tracks all of the mow strips under the fence and we saw cut and removed Asphalt so that we could grade for curb. Everything was at the eastmost end of job site.
The alignment and the Concrete section was given to us by Jason Inland superintendent. Also everything was confirmed with the DSA inspector.

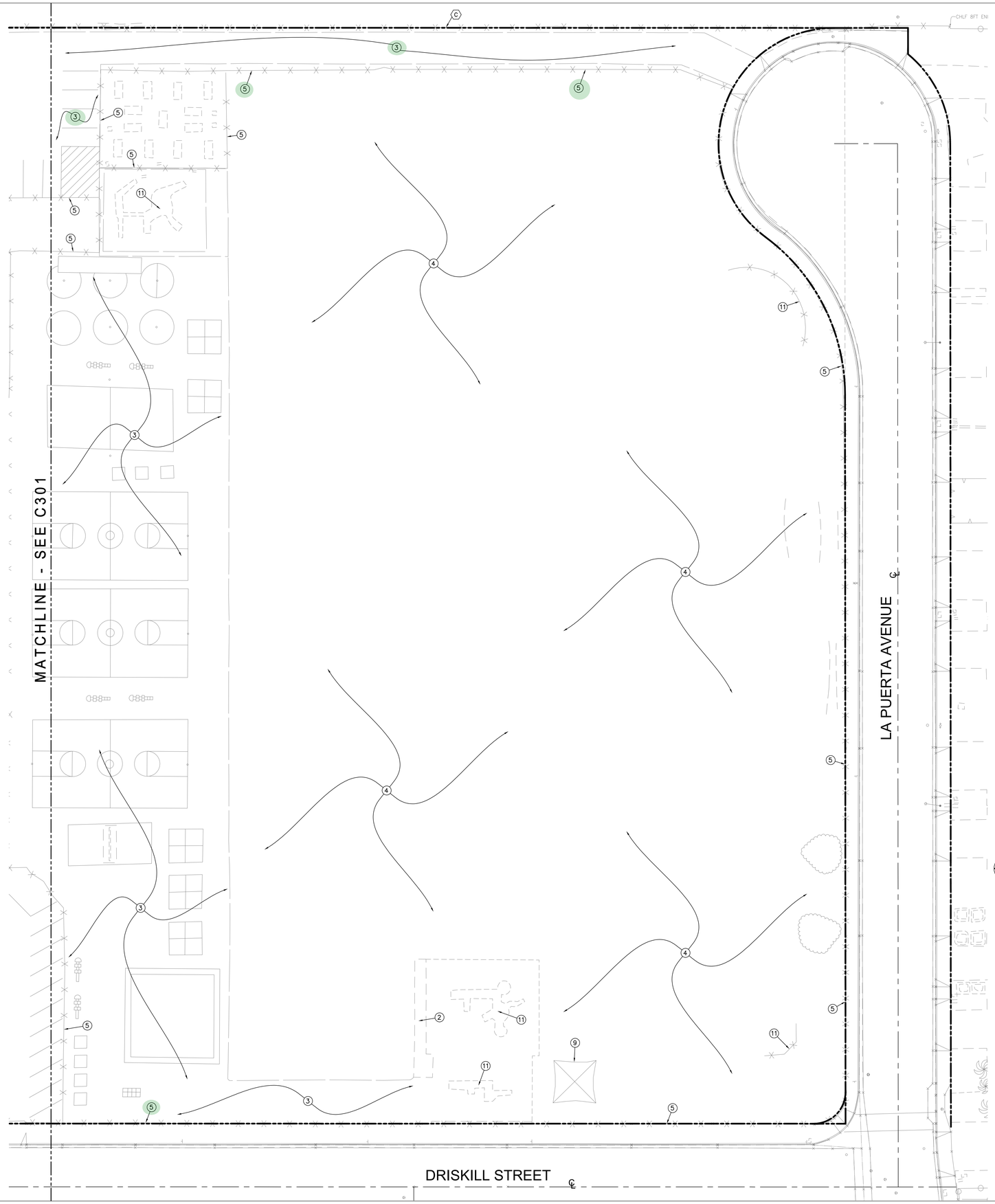
Labor	Hours
1233Z J - Julian Marcelo Zuniga	8
1376G J - Javier Alberto Garcia	6
241 A R - Richard Apodaca	6

Total Labor Hours: 20

Equipment	Hours
5211 - Ford F-250 (2018)	6
6211 - JD 210L (2017)	6
7442 - Int 4300SBA Dump (2011)	6

Total Equipment Hours: 18

All asphalt in referenced in RFCO is shown on Demo Plans and was to be removed by BP #27



NORTH

DEMOLITION PLAN

0' 10' 20' 40'

GRAPHIC SCALE : 1"=20'

DEMOLITION NOTES:

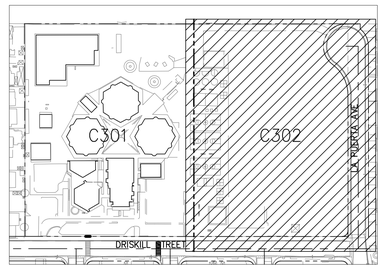
1. REMOVE EXISTING BUILDING IN ITS ENTIRETY.
2. REMOVE EXISTING CONCRETE PAVEMENT AND BASE, FULL DEPTH.
3. REMOVE EXISTING ASPHALT PAVEMENT AND BASE, FULL DEPTH.
4. REMOVE EXISTING LANDSCAPE/PLANTER INCLUDING ROOTS AND LANDSCAPE IRRIGATION PIPING.
5. REMOVE EXISTING FENCE AND GATE IN ITS ENTIRETY.
6. REMOVE EXISTING WALL.
7. REMOVE EXISTING CURB/ CURB & GUTTER.
8. REMOVE EXISTING CONCRETE GUTTER.
9. REMOVE EXISTING SHED/GAZEBO.
10. REMOVE EXISTING SIGN AND MONUMENT.
11. REMOVE/SALVAGE PLAYGROUND/SPORTS EQUIPMENT. COORDINATE WITH THE DISTRICT.
12. REMOVE EXISTING STORM DRAIN LINE, AREA DRAIN, CLEANOUT AND CATCH BASIN. VERIFY IN FIELD.
13. REMOVE EXISTING SEWER LINE AND CLEANOUT. CAP END PIPE SERVICE AT PROPERTY LINE. VERIFY IN FIELD.
14. REMOVE EXISTING WATER LINE, BACKFLOW, VALVES, METER, VAULTS. CAP END PIPE DOMESTIC WATER SERVICE AT PROPERTY LINE. VERIFY IN FIELD.
15. REMOVE EXISTING GAS. COORDINATE WITH PLUMBING.
16. REMOVE EXISTING ELECTRICAL AND TELECOMMUNICATION. COORDINATE WITH ELECTRICAL.
17. REMOVE/SALVAGE PICNIC TABLE. COORDINATE WITH THE DISTRICT.
18. REMOVE/SALVAGE MECHANICAL EQUIPMENT. COORDINATE WITH THE DISTRICT.

SALVAGE NOTES:

A. PROTECT IN PLACE EXISTING FIRE HYDRANT.
B. PROTECT IN PLACE EXISTING GUARD POST.
C. PROTECT IN PLACE EXISTING FENCE.
D. PROTECT IN PLACE EXISTING IRRIGATION'S WATER BACKFLOW PREVENTER & WATER SERVICE.
E. PROTECT IN PLACE EXISTING WATER LINE.

NOTE TO CONTRACTOR:

1. REFER TO STREET IMPROVEMENT PLAN FOR PROPOSED WORK WITHIN THE PUBLIC RIGHT OF WAY.
2. REMOVE ALL EXISTING ONSITE UTILITIES NOT SERVICING THE NEW SITE. VERIFY IN FIELD. COORDINATE WITH THE DISTRICT PRIOR TO REMOVAL.



NORTH

KEY MAP

0' 75' 150' 300'

GRAPHIC SCALE : 1"=150'

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
1A	ADDENDUM 1	06/16/21

CONSULTANTS

BRANDOW & JOHNSTON
STRUCTURAL•CIVIL ENGINEERS (B&J HBK, INC.)
700 S FLOWER ST #1800, LOS ANGELES, CA 90017
T: (213) 596-4500 WWW.BJSCE.COM
EST. 1945

REGISTERED PROFESSIONAL ENGINEER — Edward S. Johnson — C80524 — CIVIL — State of California

FOR BRANDOW & JOHNSTON

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
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:	**06/05/2019**

SHEET TITLE

DEMOLITION PLAN

SHEET NUMBER

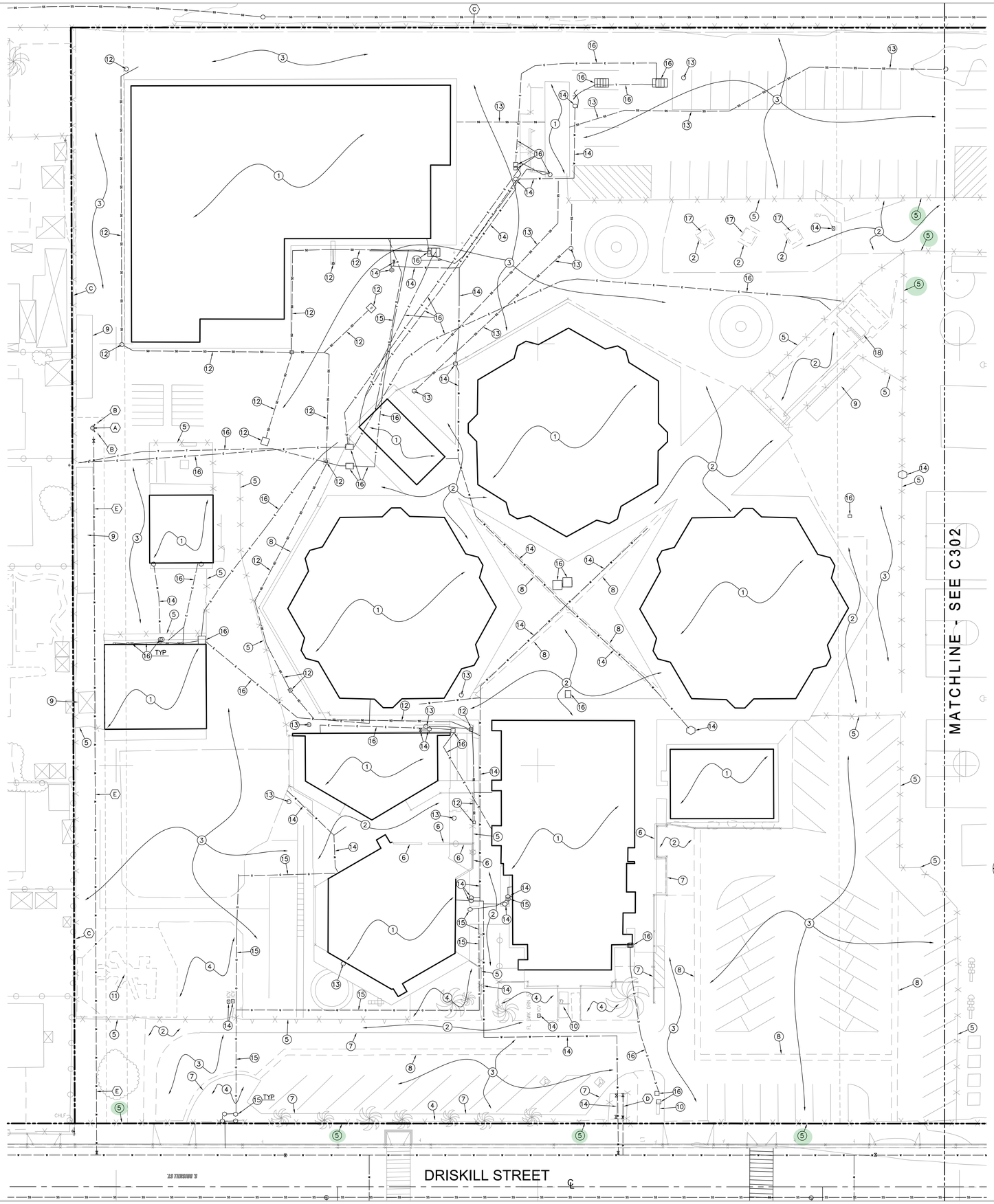
C302

ISSUE

SCALE / CHECK: 1 in. | Demo

BIM 360://109990 - Rose Avenue Elementary/ATW-109990-RoseES-BLD0022-A-V18.rvt

All asphalt referenced in RFCO is shown on Demo Plans and was to be removed by BP #27.



DEMOLITION NOTES:

1. REMOVE EXISTING BUILDING IN ITS ENTIRETY.
2. REMOVE EXISTING CONCRETE PAVEMENT AND BASE, FULL DEPTH.
3. REMOVE EXISTING ASPHALT PAVEMENT AND BASE, FULL DEPTH.
4. REMOVE EXISTING LANDSCAPE/PLANTER INCLUDING ROOTS AND LANDSCAPE IRRIGATION PIPING.
5. REMOVE EXISTING FENCE AND GATE IN ITS ENTIRETY.
6. REMOVE EXISTING WALL.
7. REMOVE EXISTING CURB/ CURB & GUTTER.
8. REMOVE EXISTING CONCRETE GUTTER.
9. REMOVE EXISTING SHED/GAZEBO.
10. REMOVE EXISTING SIGN AND MONUMENT.
11. REMOVE/SALVAGE PLAYGROUND/SPORTS EQUIPMENT. COORDINATE WITH THE DISTRICT.
12. REMOVE EXISTING STORM DRAIN LINE, AREA DRAIN, CLEANOUT AND CATCH BASIN. VERIFY IN FIELD.
13. REMOVE EXISTING SEWER LINE AND CLEANOUT. CAP END PIPE SERVICE AT PROPERTY LINE. VERIFY IN FIELD.
14. REMOVE EXISTING WATER LINE, BACKFLOW, VALVES, METER, VAULTS. CAP END PIPE DOMESTIC WATER SERVICE AT PROPERTY LINE. VERIFY IN FIELD. SEE SHEET C501. FOR MORE INFORMATION.
15. REMOVE EXISTING GAS. COORDINATE WITH PLUMBING.
16. REMOVE EXISTING ELECTRICAL AND TELECOMMUNICATION. COORDINATE WITH ELECTRICAL.
17. REMOVE/SALVAGE PICNIC TABLE. COORDINATE WITH THE DISTRICT.
18. REMOVE/SALVAGE MECHANICAL EQUIPMENT. COORDINATE WITH THE DISTRICT.

SALVAGE NOTES:

- (A) PROTECT IN PLACE EXISTING FIRE HYDRANT.
- (B) PROTECT IN PLACE EXISTING GUARD POST.
- (C) PROTECT IN PLACE EXISTING FENCE.
- (D) RELOCATE IRRIGATION WATER BACKFLOW PREVENTER & WATER METER. SEE SHEET C501 FOR MORE DETAILS.
- (E) PROTECT IN PLACE EXISTING WATER LINE.

NOTE TO CONTRACTOR:

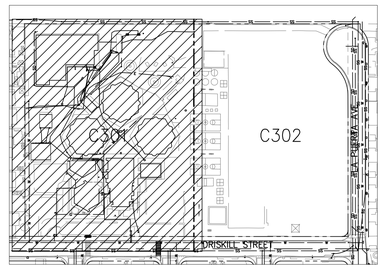
1. REFER TO STREET IMPROVEMENT PLAN FOR PROPOSED WORK WITHIN THE PUBLIC RIGHT OF WAY.
2. REMOVE ALL EXISTING ONSITE UTILITIES NOT SERVICING THE NEW SITE. VERIFY IN FIELD. COORDINATE WITH THE DISTRICT PRIOR TO REMOVAL.

NORTH

DEMOLITION PLAN

0' 10' 20' 40'

GRAPHIC SCALE : 1"=20'



NORTH

KEY MAP

0' 75' 150' 300'

GRAPHIC SCALE : 1"=150'

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
1A	ADDENDUM 1	06/16/21

CONSULTANTS

BRANDOW & JOHNSTON
STRUCTURAL•CIVIL ENGINEERS (B&J HBK, INC.)
700 S FLOWER ST #1800, LOS ANGELES, CA 90017
T: (213) 596-4500 WWW.BJSCE.COM
EST. 1945

REGISTERED PROFESSIONAL ENGINEER — Edward S. Mello — No. C80574 — CIVIL — State of California

FOR BRANDOW & JOHNSTON

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 — 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

ROSE AVENUE K-5 SCHOOL

220 S. DRISKILL ST,
OXNARD, CA 93030

PROJECT NO: 109990	
DRAWN BY: **Author**	CHECKED BY: **Checker**
PROJECT MGR: **Designer**	APPROVED BY: **Approver**
SCALE:	DATE: **06/05/2019**

SHEET TITLE

DEMOLITION PLAN

SHEET NUMBER **C301** ISSUE

SCALE CHECK 1 in

BIM 360://109990 - Rose Avenue Elementary/ATKY-109990-RoseES-BLDG02-A-Y16.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 Draw Request #: 442

Date: 10-21-2025

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

The Contract is changed as follows:

Reference Cost Event 365 – CDR 442 – Additional Benches Material and labor costs associated with furnishing and installing three (3) additional 6-foot benches.	$ 10,815.00

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

☑ The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2025-10-21	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CONTINGENCY DRAW REQUEST (CDR)

Owner:	Oxnard School District	Date:	10-21-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

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

Description of Work:

Reference Cost Event 365 – CDR 442 – Additional Benches

Material and labor costs associated with furnishing and installing three (3) additional 6-foot benches.

A.	**Subcontractor's Cost**			
	Inland Building	$	9,986.45	
			Subtotal B:	**$ 9,986.45**
B.	**General Contractor's Cost**			
	Material (See attached supporting documentation.)	$	-	
	Taxes at 9.5% of Material	$	-	
	Labor (includes Fringe Benefits)	$	-	
	Payroll Taxes and Insurances at 9.5% of Labor		included above	
	Construction Equipment (see attached supporting documentation)	$	-	
			Subtotal C:	**$ -**
C.	**General Contractor's Overhead and Profit***	* N/A for Contingency Draw Requests		
	Overhead & Profit 5% of Subtotal A	$	499.32	
	Overhead & Profit 10% of Subtotal C	$	-	
			Subtotal C:	**$ 499.32**
D.	**Bond at 1%**		**Subtotal D:**	**$ 108.15**
E.	**Builders Risk Insurance at 1%**		**Subtotal E:**	**$ 108.15**
F.	**General Liability at 1.04%**		**Subtotal F:**	**$ 112.48**
	Grand Total = (A + B + C + D + E + F)			**$ 10,815.00**

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

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Print Name & Title (General Contractor)

Rafael Alamillo — Signature

2025-10-21 — Date

IBCC
Inland Building Construction Companies, Inc.

Job Information:
Rose Ave ES BP 29 - Ext Play & Gym - 21-043
220 S Driskill St
Oxnard, CA 93030
Client: Oxnard School District

Proposed Change Order

PCO Number: 005
PCO Date: Jul 16, 2025
PCO Valid for 30 Days

Attention: Balfour Beatty Construction

From: Cliff Rodrick, cliff@ibccinc.com

Description of Work
COR #005 - Additional Benches
Material and labor cost associated with (3) additional 6' benches.

Self-Perform Work

Description	Cost	Markup %	Markup	Price
Labor	$937.60	10.00%	$ 93.76	$1,031.36
Material	$7,962.98	10.00%	$ 796.30	$8,759.28
Bond	$195.81	%	$ 0.00	$195.81

Subcontract Work

Vendor	Cost	Markup %	Markup	Price

Summary	
Total Cost	$9,096.39
Total Markup	$890.06
Subtotal	$9,986.45
Additional Days	0.00

323 South Sierra Way
San Bernardino, CA 92408
909-884-6276
www.ibccinc.com

VICTOR STANLEY®
2103 Brickhouse Road, Dunkirk, MD 20754 USA
1.800.368.2573 (USA + Canada) TEL 301.855.8300 FAX 410.257.7579
VICTORSTANLEY.COM

SALES QUOTE

Sales Quote No: SQ139689
Revision Number: 2
Sales Quote Date: 07/16/25

Sell To:
Inland Building Construction
Companies, Inc.
Alexus Ornelas
323 South Sierra Way
San Bernardino, CA 92408

Customer No: C008601
Phone No: 909-884-6276
Contact Name:
Contact Phone No:
Terms: Pending
Associate: Asahni Proctor

Project Name: ROSE ELEMENTARY SCHOOL
Project Location State: CA

Ship To:
Inland Building Construction
Companies, Inc.
339 South Sierra Way
San Bernardino, CA 92408

Ship Via: Contract Carrier
Ship Freight: Prepaid
Shipping Method: FOB Factory

This Quote is valid for 30 **days.**

Estimated Lead Time: Allow 5 to 7 (weeks) for Production of your order.

All credit determinations are made by our Credit Department.

Comments:
* Orders are released into production upon receipt of signed sales/purchase order, credit determination and (where applicable) deposit, payment bond,etc.
* All products must be permanently affixed to the ground. Consult your local codes for regulations. Anchor bolts NOT provided.
* Common Carrier unloading is the responsibility of the receiver.
* While the vast majority of our components satisfy Buy America requirements, we must know if there are Buy America requirements before the order is placed.
* In order to validate our generous warranty, we require the exact name of the project and the exact location at which these products will be installed.
* It is the buyer's sole responsibility to inspect shipments at the time of delivery; any damage, loss, or shortage must be noted on the signed Proof of Delivery and reported to Victor Stanley within seven (7) days.
* IF A LIFTGATE TRUCK IS REQUIRED FOR DELIVERY THERE WILL BE AN ADDITIONAL CHARGE ADDED TO THE FREIGHT COST BY THE CARRIER. PLEASE ADVISE AT THE TIME OF ORDER. LIFTGATE REQUIRED YES OR NO
* This quote is valid for shipment within normal production time. No deferred shipping dates are accepted without prior written approval.
* Benches, other seating and tables ship partially unassembled unless otherwise stated by Victor Stanley, LLC
* Victor Stanley uses common carriers. Any additional service or re-consignment charges added during shipment will be the sole responsibility of the Buyer.
* These comments are intended to be part of the terms and conditions of this sales quote.

QTY	Model No.	Description	Unit Cost	Total Price
3	EVA-20-F	Reverie Series Backed EvaBench with Steel Slats EVA-20-F Components 6-FT Black Surface Mount	2,027.00	6,081.00
1		Freight	1,380.00	1,380.00

Many Victor Stanley, Inc. products are covered by patents including but not limited to the following:
USA Patents D458,431 S; D441,932 S; D452,760 S; D450,166 S; D445,982 S; D483,538 S; D487,177 S; D487,537 S; D487,538 S;D454,238 S; D476,455 S; D476,454 S; D417,053; 6,339,944 B1; D385,231; 5,660,907; 5,791,047; D386,012. D376,937; D383,615;D376,271; D384,512; D523,263 S; D532,620 S; D526,805 S. D585,793 S; D582,169 S; D578,792 S; D579,694 S; D585,220 S; D573,766 S;D573,769 S; D553,821 S; D585,209 S; D586,144 S; D579,684 S; D578,783 S; D581,173 S; D581,188 S; D563,689 S. D579,227 S; D579,685 S; D542,093 S; D561,967 S; D595,915 S; D595,916 S; D599,570 S. D601,770 S; D602,221 S; D606, 271 S; D595,973 S; D601,823 S; D607,229 S; D609,933 S; D586,062 S; D621,295 S. **Canada**®98101; 96040; 96159; 98103; 96108;110953; 110954; 117181; 126714; 126322; 126323; 130714, 130717; 126317; 126318; 126319; 126320; 126321, 130652; 130653, 130715; 130716. **Canada Patent** 2,184,348. **Mexico Reg. Des.** 001871; 28182. **EC Reg. Des.** 000475579-0001; 000503297-0001; 000762638-0001; 000961404. **Other Patent(s):** Pending.

Sub-Total:	7,461.00
Total Sales Tax:	501.68
Total:	7,962.68

All figures are in US Dollars

Please review our Standard Terms of Production on proceeding pages

STANDARD TERMS OF PRODUCTION

TAXES
Prices on the specified products are exclusive of all city, state and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. It is the responsibility of the purchaser to remit to the appropriate state or local authority all state sales tax not herein designated as well as the applicable use taxes, local taxes, permits and fees of any kind.

REGULAR PAYMENT TERMS
All payment terms are determined by the credit department. No order will be processed or placed into production until credit has been determined and a deposit has been received (if required). Purchaser is responsible for the timely payment of Victor Stanley, LLC's invoices within Victor Stanley, LLC's payment terms. In the unlikely event that collection activity is necessary due to the non-payment of past due invoices, Purchaser agrees that all collection charges, legal fees and interest incurred in such collection activity will be the sole responsibility of the Purchaser.

CANCELLATION FEE
Victor Stanley, LLC manufactures all products to specific orders, and therefore reserves the right to charge a 30% cancellation fee if this order is canceled by the Buyer while goods are in production.

DELIVERY
All prices are FOB Factory unless otherwise stated by Victor Stanley, LLC in writing.

INTEREST
If Buyer fails to pay in accordance with the terms of this agreement, an interest charge of 1.5% per month may be added to the unpaid balance.

ATTORNEYS' FEES
In the event that the Buyer fails to timely pay for the goods in accordance with the terms of this agreement or is otherwise in breach of its obligations to Victor Stanley, LLC, Buyer agrees to pay to Victor Stanley, LLC the cost of collection, including its reasonable attorney's fees and suit costs.

DELAYS
Our lead time is an estimate only and Victor Stanley, LLC is not responsible for any delays in our previously quoted or estimated shipping time. Victor Stanley, LLC will not be liable for any damages, whether direct, indirect or consequential, associated with any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay. This also applies to any such delay, directly or indirectly, caused by, or in any manner arises from, production delays, fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these herein before specified).

NONCONFORMITY
All products made by Victor Stanley, LLC are inspected before shipment, and should any of such materials prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Victor Stanley, LLC, Buyer shall not return the goods, but notify Victor Stanley, LLC immediately, stating full particulars in support of claim, and Victor Stanley, LLC will either replace goods upon return of the defective or unsatisfactory material or adjust the matter fairly and promptly, but under no circumstances shall Victor Stanley, LLC be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use of or inability to use materials purchased for any reason.

LIMITED WARRANTY
We warrant to the original purchaser the goods manufactured by us to be free from defects in material and workmanship for one year under normal use and service. Our obligation under this warranty shall be limited to the repair or exchange of any part or parts which may thus prove defective under normal use and service within one year from date of delivery, and which our examination shall disclose to our satisfaction to be defective. This warranty expressly excludes acts of misuse, vandalism or freight damage. Ductile Iron castings include a 10-year limited warranty against breakage. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON OUR PART.**

CONDITIONS
All orders or contracts are accepted with the understanding that they are subject to Victor Stanley, LLC's ability to obtain the necessary raw materials, and all orders or contracts as well as shipments applicable thereto are subject to Victor Stanley, LLC's current manufacturing schedules, and government regulations, orders, directives, and restrictions that may be in effect from time to time.

CONTROLLING PROVISIONS
These terms and conditions shall supersede all provisions, terms and conditions contained on any confirmation order, or other prior or future writing by or to Buyer, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions in this Sales Order. Victor Stanley, LLC makes no representations or warranties concerning this order except such as are expressly contained herein, and this Sales Order or its terms may not be changed or modified without the signed written agreement of an authorized representative of Victor Stanley, LLC.

CONTROLLING LAW AND VENUE
This Agreement shall be governed by and construed according to the laws of Maryland, without giving effect to its choice of law principles. The parties agree that all actions and proceedings arising out of or relating directly or indirectly to this Sales Order or any ancillary agreement or any other related obligation, including any action on any bond, shall be litigated solely and exclusively in the state or federal courts located in Maryland, and that such courts are convenient forums. Each party hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings.

SHIPPING CLAIMS
It is the sole responsibility of the Buyer to inspect all shipments at the time of receipt, both by comparing the number of packages received to the number outlined on the Bill of Lading, and by inspecting the packaging for damage. Damage, loss, or shortage must be noted on the signed Proof of Delivery prior to the departure of the delivery driver, and must be reported to Victor Stanley, LLC within seven (7) days. Replacement cannot be guaranteed for damage, loss, or shortage not clearly noted on delivery paperwork and promptly reported to Victor Stanley, LLC. This includes damage to materials that will be stored for later use.

	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 Draw Request #: 444

Date: 10-24-2025

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

The Contract is changed as follows:

Reference Cost Event 401 – CDR 444 – Bypass Replacement and Cage Protector Provide labor, material and equipment to replace and certify bypass pipe and install a Guardshack GS-8 cage protector for added security.	$ 15,200.00

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

☑ The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2025-10-24	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CONTINGENCY DRAW REQUEST (CDR)

Owner:	Oxnard School District	Date:	10-24-2025
Permit Number:	DSA# 03-119284	Change Event No.:	401
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

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

Description of Work:

Reference Cost Event 401 – CDR 444 – Bypass Replacement and Cage Protector

Provide labor, material and equipment to replace and certify bypass pipe and install a Guardshack GS-8 cage protector for added security.

A.	**Subcontractor's Cost**				
	Burns Pacific	$	14,035.72		
			Subtotal B:	**$**	**14,035.72**
B.	**General Contractor's Cost**				
	Material (See attached supporting documentation.)	$	-		
	Taxes at 9.5% of Material	$	-		
	Labor (includes Fringe Benefits)	$	-		
	Payroll Taxes and Insurances at 9.5% of Labor		included above		
	Construction Equipment (see attached supporting documentation)	$	-		
			Subtotal C:	**$**	**-**
C.	**General Contractor's Overhead and Profit***	* N/A for Contingency Draw Requests			
	Overhead & Profit 5% of Subtotal A	$	701.79		
	Overhead & Profit 10% of Subtotal C	$	-		
			Subtotal C:	**$**	**701.79**
D.	**Bond at 1%**		**Subtotal D:**	**$**	**152.00**
E.	**Builders Risk Insurance at 1%**		**Subtotal E:**	**$**	**152.00**
F.	**General Liability at 1.04%**		**Subtotal F:**	**$**	**158.08**
	Grand Total = (A + B + C + D + E + F)			**$**	**15,200.00**

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

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2025-10-24

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

BURNS PACIFIC CONSTRUCTION, INC.
CONTRACTORS LICENSE NO. 394798

General Engineering Contractors

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

PROPOSAL TO REPLACE BYPASS PIPE & CERTIFY

COMPANY: Balfour Beatty Construction
ADDRESS: 13520 Evening Creek Drive, Suite 270
San Diego, CA 92128
JOB LOCATION: Rose Ave. Elementary School

CONTACT: Rafael Alamillo
CELL: (805) 208-7462
OFFICE:
EMAIL: ralamillo@balfourbeattyus.com

BID NO:
COR NO: **REV NO:**
PO or RFI NO: N/A
JOB NO: 21-17
BID DATE: 10/22/25
BID REVISION DATE:

BY: Ed Solorio
CELL: (805) 732-8996
OFFICE: (805) 371-4171
EMAIL: esolorio@burnspacific.com

SCOPE OF WORK: Replace bypass, fittings, and reduced pressure device. Pain and certify.

ITEM NO.		QTY	UM	UNIT PRICE		TOTAL
WORK ITEMS:						
1	Install 1 1/2 bypass device					
2	Certify reduced pressure (R.P.) device					
ESTIMATED LABOR & EQUIPMENT COST:						
	Laborer	8	Hrs	$124.85		$998.80
						$0.00
						$0.00
						$0.00
				LABOR TOTAL		**$998.80**
C-21	Crew Truck w/Tools	8	Hrs	$51.00		$408.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
				EQUIPMENT TOTAL		**$408.00**

BURNS PACIFIC CONSTRUCTION, INC.
CONTRACTORS LICENSE NO. 394798

General Engineering Contractors

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

ESTIMATED MATERIAL COST:				
Famcon Materials Quote# S100165858	1	LS	$2,766.60	$2,766.60
				$0.00
				$0.00
				$0.00
				$0.00
			MATERIAL	$2,766.60
			TAX 7.25%	$200.58
			MATERIAL & TAX TOTAL	**$2,967.18**
ESTIMATED OTHER COST:				
Certify R.P. device by David Gonzales Backflow	1	LS	$100.00	$100.00
				$0.00
				$0.00
				$0.00
				$0.00
			OTHER COST TOTAL	**$100.00**
			DIRECT COSTS SUBTOTAL	$4,473.98
			EQUIPMENT, MATERIAL & OTHER COST MARKUP 10%	$347.52
			DIRECT COSTS TOTAL	**$4,821.50**
			BOND FEE 1.50%	$72.32
			GRAND TOTAL	**$4,893.82**

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.

Famcon Pipe & Supply, Inc
200 Lambert St
OXNARD, CA 93036
Phone 805-485-4350
Fax 805-485-3070

Acknowledgement

ORDER DATE	ORDER NUMBER
10/08/2025	S100165858

Famcon Pipe & Supply, Inc
200 Lambert St
OXNARD, CA 93036
Phone 805-485-4350
Fax 805-485-3070

SOLD TO:

BURNS-PACIFIC
3541 Old Conejo Road, Suite 114
NEWBURY PARK, CA 91320

SHIP TO:

21-17 BURNS PACIFIC--ROSE SCHOOL
ROSE AVE SCHOOL
220 S. DRISKILL ST
OXNARD, CA 93030

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
4099			Rick Vasquez

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Rick Vasquez	WILL CALL	Net 30 Days	10/08/2025	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
	SHIPPING INSTRUCTIONS ***** This is a bid. ****		
2ea	B15001 NIPPLE 1 1/2" X CLOSE BRASS Pn: 676	8.900/ea	17.80
2ea	B11666WNL VALVE, BALL FIP X FIP 1-1/2" B11-666W-NL (1900150) (2) **** Pn: 670	248.000/ea	496.00
2ea	L8466NL 1-1/2" FORD L84-66-NL, MIP X CTS P.J. 90 Pn: 8903	118.650/ea	237.30
2ea	C8466NL ADAPTER, MIP X CTS P.J. 1-1/2" C84-66-NL (2605150) Pn: 860	72.750/ea	145.50
1ea	RP150NL 1-1/2" WILKINS R.P. DEVICE W/BALL VALVES WILKINS 975XL2 NL Pn: 12409	1480.000/ea	1480.00
20ft	99150H 1-1/2" X 20' TYPE K HARD COPPER Pn: 594	19.500/ft	390.00

Subtotal	2766.60
S&H Charges	0.00
Tax	200.58
Pymt & Disc	0.00
Amount Due	2967.18

Printed By: RICKV on 10/8/2025 9:59:43 AM PDT

BURNS PACIFIC CONSTRUCTION, INC.
CONTRACTORS LICENSE NO. 394798

General Engineering Contractors

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

PROPOSAL TO POUR CONCRETE & INSTALL BACKFLOW CAGE PROTECTOR

COMPANY: Balfour Beatty Construction
ADDRESS: 13520 Evening Creek Drive, Suite 270
San Diego, CA 92128
JOB LOCATION: Rose Ave. Elementary School

CONTACT: Rafael Alamillo
CELL: (805) 208-7462
OFFICE:
EMAIL: ralamillo@balfourbeattyus.com

BID NO:
COR NO: **REV NO:**
PO or RFI NO: N/A
JOB NO: 21-17
BID DATE: 10/22/25
BID REVISION DATE:

BY: Ed Solorio
CELL: (805) 732-8996
OFFICE: (805) 371-4171
EMAIL: esolorio@burnspacific.com

SCOPE OF WORK:

ITEM NO.	QTY	UM	UNIT PRICE		TOTAL

WORK ITEMS:

1 Demo existing pad
2 Pour larger pad and install cage protector over 3" domestic meters

ESTIMATED LABOR & EQUIPMENT COST:

2	Laborers	24	Hrs	$124.85	$2,996.40
					$0.00
					$0.00
					$0.00
				LABOR TOTAL	**$2,996.40**
C-21	Crew Truck w/Tools	12	Hrs	$51.00	$612.00
BPC	Air Compressor w/Hammer Package	8	Hrs	$64.00	$512.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				EQUIPMENT TOTAL	**$1,124.00**

BURNS PACIFIC CONSTRUCTION, INC.
CONTRACTORS LICENSE NO. 394798

General Engineering Contractors

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

ESTIMATED MATERIAL COST:

Famcon Guardshack Quote# S100166255	1	LS	$3,680.00	$3,680.00
Anchor Bolts - Home Depot	1	LS	$35.00	$35.00
				$0.00
				$0.00
				$0.00
			MATERIAL	$3,715.00
			TAX 9.25%	$343.64
			MATERIAL & TAX TOTAL	**$4,058.64**

ESTIMATED OTHER COST:

Chapin Equipment Rental - Concrete	1	CY	$281.36	$281.36
				$0.00
				$0.00
				$0.00
				$0.00
			OTHER COST TOTAL	**$281.36**

DIRECT COSTS SUBTOTAL		$8,460.40
EQUIPMENT, MATERIAL & OTHER COST MARKUP	10%	$546.40
DIRECT COSTS TOTAL		**$9,006.80**
BOND FEE	1.50%	$135.10
GRAND TOTAL		**$9,141.90**

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.

Famcon Pipe & Supply, Inc
200 Lambert St
OXNARD, CA 93036
Phone 805-485-4350
Fax 805-485-3070

Acknowledgement

ORDER DATE	ORDER NUMBER
10/15/2025	S100166255

Famcon Pipe & Supply, Inc
200 Lambert St
OXNARD, CA 93036
Phone 805-485-4350
Fax 805-485-3070

SOLD TO:

BURNS-PACIFIC
3541 Old Conejo Road, Suite 114
NEWBURY PARK, CA 91320

SHIP TO:

21-17 BURNS PACIFIC--ROSE SCHOOL
ROSE AVE SCHOOL
220 S. DRISKILL ST
OXNARD, CA 93030

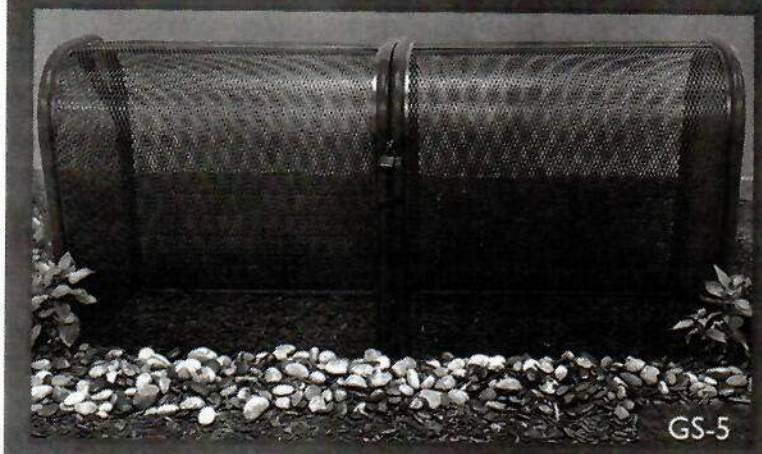
CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
4099			Rick Vasquez

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Rick Vasquez	OT OUR TRUCK	Net 30 Days	10/15/2025	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
	SHIPPING INSTRUCTIONS ***** This is a bid. Vnedor has 1 in stock at this time. Would ship from Arizona. 1 - 3 day lead time for shipping. *****		
1ea	333 PARTS GUARDSHACK GS-8 38W X 60H X 99-1/2L 2-PC CLAMSHELL GREEN POWDERCOAT Pn: 223	3680.000/ea	3680.00

Subtotal	3680.00
S&H Charges	0.00
Tax	340.40
Pymt & Disc	0.00
Amount Due	4020.40

Printed By: RICKV on 10/15/2025 8:29:10 AM PDT



GUARDSHACK™

Enclosures That Work Beautifully

LARGE ENCLOSURES

For Large Diameter
Backflow Assemblies

The original GuardShack™ line of large enclosures is perfect for covering large diameter backflow devices or other large valuable assets.

Large backflow valves, 2 ½" thru 12" can have bypass assemblies and brass OSY gate valve stems which thieves will steal for scrap, resulting in costly repairs and water shut downs.

Aside from theft, with larger valves, tampering and vandalism are also main concerns. When your property's fire line valve is shutoff maliciously, your system can go offline, leaving your business vulnerable to expensive fire liability concerns. Expensive equipment or crucial manufacturing processes which cannot run without a functioning water supply can also be negatively affected.

When down time equals lost revenue, our enclosures have proven to be cost effective insurance to protect your assemblies.



All of our large enclosures feature our signature rounded design without any sharp corners. This provides both superior strength and safety over square cages.





All of these enclosures are clam shell styled, consisting of two pieces which independently hinge back, allowing full access to the assembly. The hinges also help mitigate the cage's weight and with the help of built in handles, it can be opened with only one person. Our custom made heavy duty hinges are cut from 3/16" steel plate for models GS-4.5 to GS-6 and ¼" thick steel plate for GS-7 and GS-8. All utilize a stainless steel bolt to prevent rusting.

These cages are primed and powder coated to exacting standards for lasting durability.

1-800-266-5411

www.GuardShackEnclosures.com

ADDITIONAL INFORMATION & SPECIFICATIONS



GS-4.5
Woodland Tan

FIVE LARGE STANDARD SIZES AVAILABLE

Available in 5 standard sizes, they can accommodate a large assortment of 2½" - 12" backflow assemblies. Standard colors for these models are in high gloss Woodland Tan & Forest Green which were selected to blend into most any landscaping. Custom sizes & colors are available, please consult factory.



Model	Type	Internal Dimensions W x H x L
GS-4.5	ClamShell	16" x 30" x 64"
GS-5	ClamShell	24" x 40" x 66"
GS-6	ClamShell	24" x 40" x 80"
GS-7	ClamShell	30" x 48" x 99"
GS-8	ClamShell	38" x 60" x 99"

PREMIUM HARDWARE INCLUDED

Hardware kits come with 3/8" x 2" Stainless Steel Hex Head Bolts, 3/8" Expansion anchors, and 1" Fender Washers. These are stronger and more resistant to thieves.

Our cages come with all installation hardware for dry concrete installation.

FABRICATION & POWDER COAT SPECIFICATIONS

Materials: GuardShacks are made of 1¼" Schedule 40 pipe A.S.T.M. A-53 grade All Electric Weld steel for end frames, 1" x 1" x 1/8" steel angle iron, ½"#13 gauge diamond pattern flat rolled expanded steel with all welded construction 4" O/C expanded metal die formed for uniformity. Welds every 4" to exceed ASSE 1060-98 Structural Strength Standards.

Powdercoating: State-of-the-art aeronautics industry five step metal cleaning process and iron phosphate solution treatment. Units preheated before applying 2-4 mil thickness polyester powder to A.S.T.M. D-2794 Impact Resistant and A.T.S.M. D-3359 Adhesive Specifications

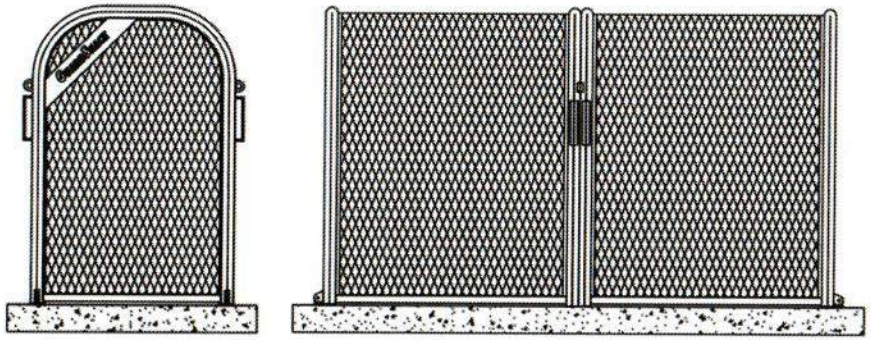
2-Year Manufacturer's Warranty

Warranty: GuardShack Products warranties this product for two (2) years from the date of purchase to be free of defects in material and workmanship. All claims must be made known to GuardShack Products in writing within 30 days of the defect becoming known to the purchaser. There are no warranties that extend beyond those described herein, either expressed or implied. GuardShack Products reserves the sole right, at its own option to repair or replace any defective product, and shall exclude any damage caused by accident, misuse or abuse of the product. In no case shall Guardshack Products be liable for any incidental or consequential damages what-so-ever.

1-800-266-5411

www.GuardShackEnclosures.com

STANDARD GUARDSHACK™ ENCLOSURES



STANDARD GUARDSHACK™ AND COAST GUARDSHACK™ SIZES INTERNAL DIMENSIONS

GS - M3	16" W x 37" H x 39" L	CLAMSHELL
GS - M4	16" W x 48" H x 39" L	CLAMSHELL
GS - 4.5	16" W x 30" H x 64" L	CLAMSHELL
GS - 5	24" W x 40" H x 66" L	CLAMSHELL
GS - 6	24" W x 40" H x 80" L	CLAMSHELL
GS - 7	30" W x 48" H x 99" L	CLAMSHELL
GS - 8	38" W x 60" H x 99" L	CLAMSHELL
GS - 8.5	38" W x 60" H x 120" L	CLAMSHELL

For 304 S. S. , order as CGS using same model #

GUARDSHACK™ GENERAL SPECIFICATIONS

- All pipe shall be 1 ¼" schedule 40 A.S.T.M. A-53 Grade A- Electric Weld pipe.
- Angle Iron shall be 1" x 1" x ⅛" steel.
- Stainless steel units shall be 1 ¼" schedule 10 A.S.T. M. A-312 304 S.S.
- Expanded metal shall be ½" spacing x # 13 Ga. flattened diamond pattern steel.
- All hinges shall have hidden/internal mounting points.
- All stainless steel shall be sandblasted after fabrication to remove burrs, flashing and sharp edges..
- There shall be no exposed ends of expanded metal on the outside of the enclosure.
- Welding shall be a minimum of ¼" long welds on 4" spacing.
- Hardware kits provided for mounting enclosures. See HK-300/HK-700 for hardware specifications.
- On 304 S.S. units, all hinges, exposed hardware, and brackets shall be 304 S.S.
- All hardware shall be securely attached to enclosures.
- All enclosures shall withstand a minimum of 200 lbs. per square foot without any permanent deflection or distortion.
- 3/8" spacing between angle iron framework of enclosure and slab to prevent rusting. Only pipe ends to touch slab.

POWDERCOATED UNITS

Pre-powdercoat Treatment Process

Clean GuardShack™ unit with a S-44 alkaline cleaner, overflow rinse, apply an AC-8115 iron phosphate treatment, overflow rinse and finish with a #198 sealer rinse to prevent rusting and improve adhesion.

Powdercoat Treatment Process

Units shall be preheated and coated by electrostatic application of 2.0 to 3.5 mil thickness on all surfaces. Powder shall be RAL 1019 Woodlands Tan or TCI 8810-6058 Forest Green or approved equal Impact Resistance Finish 160 inch pounds direct 160 inch pounds reverse, per ASTM D-2794 specs. Gloss Finish >85, per ASTM D-523. Adhesion to be rated excellent when tested to ASTM D-3359 standards.

STAINLESS STEEL ELECTRO-POLISH FINISH

All 304 Stainless Steel units shall be chemically electro-polished to impart a lustrous finish to the unit.

GuardShack Products, LLC.
3831 E. GROVE STREET
PHOENIX, ARIZONA 85040 (602) 426-1002

GENERAL SPECIFICATIONS FOR STANDARD GUARDSHACK™ ENCLOSURES

SCALE: NTS
DETAIL NO.
GSP- 011121-3
REV. 0

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 Draw Request #: 446 R1

Date: 11-18-2025

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

The Contract is changed as follows:

Reference Cost Event 403 – CDR 446 R1 – Unforeseen Asbestos TSI Pipe Insulation & Elbows Abatement This change order covers emergency asbestos abatement of unforeseen Asbestos-Containing TSI pipe insulation and elbows not identified in the ATC Survey dated October 19, 2017. Work includes supervision, certified technicians, materials, equipment, and full compliance with regulations. Price includes manifesting, transportation, and disposal of asbestos waste at an approved landfill.	$ 50,334.00

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

☑ The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Hamills	By : _____	By: _____
Date: 2025-11-18	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CONTINGENCY DRAW REQUEST (CDR)

Owner:	Oxnard School District	Date:	11-18-2025
Permit Number:	DSA# 03-119284	Change Event No.:	403
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

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

Description of Work:

Reference Cost Event 403 – CDR 446 R1 – Unforeseen Asbestos TSI Pipe Insulation & Elbows Abatement

This change order covers emergency asbestos abatement of unforeseen Asbestos-Containing TSI pipe insulation and elbows not identified in the ATC Survey dated October 19, 2017. Work includes supervision, certified technicians, materials, equipment, and full compliance with regulations. Price includes manifesting, transportation, and disposal of asbestos waste at an approved landfill.

A. Subcontractor's Cost				
Standard Industries	$	46,479.79		
		Subtotal B:	**$**	**46,479.79**
B. General Contractor's Cost				
Material (See attached supporting documentation.)	$	-		
Taxes at 9.5% of Material	$	-		
Labor (includes Fringe Benefits)	$	-		
Payroll Taxes and Insurances at 9.5% of Labor		included above		
Construction Equipment (see attached supporting documentation)	$	-		
		Subtotal C:	**$**	**-**
C. General Contractor's Overhead and Profit*	* N/A for Contingency Draw Requests			
Overhead & Profit 5% of Subtotal A	$	2,323.99		
Overhead & Profit 10% of Subtotal C	$	-		
		Subtotal C:	**$**	**2,323.99**
D. Bond at 1%		**Subtotal D:**	**$**	**503.34**
E. Builders Risk Insurance at 1%		**Subtotal E:**	**$**	**503.34**
F. General Liability at 1.04%		**Subtotal F:**	**$**	**523.47**
Grand Total = (A + B + C + D + E + F)			**$**	**50,334.00**

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

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Print Name & Title (General Contractor)

Rafael Alamillo — Signature

2025-11-18 — Date

Carbajal, Filbert

From: Gerald Schober <gschober@cfwinc.com>
Sent: Friday, September 12, 2025 13:26
To: Alamillo, Rafael
Cc: Kuykendall, Dennis; Carbajal, Filbert; Corwin, Steven; Garcia, Alex; Marcos Lopez; Scott Burkett; Pifko, Kristen; Bennett, Mark; Randy Mayes; James G. Mier; 15650000 Rose K5 Reconstruction; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com
Subject: RE: Rose Ave Phase II- Asbestos Material Verification (time sensitive)

Confirmed.

Gerald Schober
Vice President, Implementation Services
Caldwell Flores Winters, Inc.
Office: (626) 829-8300
Direct: (626) 829-8701
gschober@cfwinc.com
www.cfwinc.com

From: Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>
Sent: Friday, September 12, 2025 10:58 AM
To: Gerald Schober <gschober@cfwinc.com>
Cc: Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Corwin, Steven <SCorwin@Balfourbeattyus.com>; Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Marcos Lopez <m6lopez@oxnardsd.org>; Scott Burkett <sburkett@cfwinc.com>; Pifko, Kristen <kpifko@oxnardsd.org>; Bennett, Mark <mbennett@oxnardsd.org>; Randy Mayes <randy@standard1.com>; James G. Mier <jim@vtenv.com>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com
Subject: RE: Rose Ave Phase II- Asbestos Material Verification (time sensitive)

Gerald,

Per our conversation, Venterra is currently removing the unforeseen asbestos pipe from the building attic. I directed them to continue the work on Saturday as well, in order to allow Standard to proceed with demolition on Monday morning. The time will be tracked on a T&M basis. Please confirm.

Thank you,

Rafael Alamillo
Senior Project Manager | Balfour Beatty
C: 805.208.7462
E: ralamillo@balfourbeattyus.com | www.balfourbeattyus.com
300 E Esplanade Drive, Suite #1220, Oxnard, CA 93036

Balfour Beatty

From: Gerald Schober <gschober@cfwinc.com>
Sent: Thursday, September 11, 2025 4:31 PM
To: Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Scott Burkett <sburkett@cfwinc.com>; Pifko, Kristen <kpifko@oxnardsd.org>; Bennett, Mark <mbennett@oxnardsd.org>; Marcos Lopez <m6lopez@oxnardsd.org>
Cc: Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Corwin, Steven <SCorwin@Balfourbeattyus.com>
Subject: RE: Rose Ave Phase II- Asbestos Material Verification (time sensitive)

thx

Gerald Schober
Vice President, Implementation Services
Caldwell Flores Winters, Inc.
Office: (626) 829-8300
Direct: (626) 829-8701
gschober@cfwinc.com
www.cfwinc.com

From: Garcia, Alex <AlexGarcia@Balfourbeattyus.com>
Sent: Thursday, September 11, 2025 4:15 PM
To: Gerald Schober <gschober@cfwinc.com>; Scott Burkett <sburkett@cfwinc.com>; Pifko, Kristen <kpifko@oxnardsd.org>; Bennett, Mark <mbennett@oxnardsd.org>; Marcos Lopez <m6lopez@oxnardsd.org>
Cc: Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Corwin, Steven <SCorwin@Balfourbeattyus.com>
Subject: RE: Rose Ave Phase II- Asbestos Material Verification (time sensitive)

For reference and information attached is the email and letter Venterra issued VCAPCD.

Alexander Garcia
Project Superintendent | Balfour Beatty
C: 805-400-5787
E: alexgarcia@balfourbeattyus.com | www.balfourbeattyus.com

Balfour Beatty

From: Gerald Schober <gschober@cfwinc.com>
Sent: Thursday, September 11, 2025 4:10 PM
To: Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Scott Burkett <sburkett@cfwinc.com>; Pifko, Kristen <kpifko@oxnardsd.org>; Bennett, Mark <mbennett@oxnardsd.org>; Marcos Lopez <m6lopez@oxnardsd.org>
Cc: Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Corwin, Steven <SCorwin@Balfourbeattyus.com>
Subject: RE: Rose Ave Phase II- Asbestos Material Verification (time sensitive)

External Email

Alex

We hope he is there tomorrow. Thank you for ensuring your sub's follow proper protocols.

Gerald Schober
Vice President, Implementation Services
Caldwell Flores Winters, Inc.
Office: (626) 829-8300
Direct: (626) 829-8701
gschober@cfwinc.com
www.cfwinc.com

From: Garcia, Alex <AlexGarcia@Balfourbeattyus.com>
Sent: Thursday, September 11, 2025 4:05 PM
To: Gerald Schober <gschober@cfwinc.com>; Scott Burkett <sburkett@cfwinc.com>; Pifko, Kristen <kpifko@oxnardsd.org>; Bennett, Mark <mbennett@oxnardsd.org>; Marcos Lopez <m6lopez@oxnardsd.org>
Cc: Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Corwin, Steven <SCorwin@Balfourbeattyus.com>
Subject: RE: Rose Ave Phase II- Asbestos Material Verification (time sensitive)

Gerald, per our call, Standard Demolition/Venterra will proceed with the necessary work to abate and remove the asbestos-laden material. This work will be tracked on a time and materials basis.

As discussed, the District's abatement consultant is expected to be on-site tomorrow morning. We want to emphasize the importance of ensuring that all proper safety protocols and regulatory measures are strictly followed during this process.

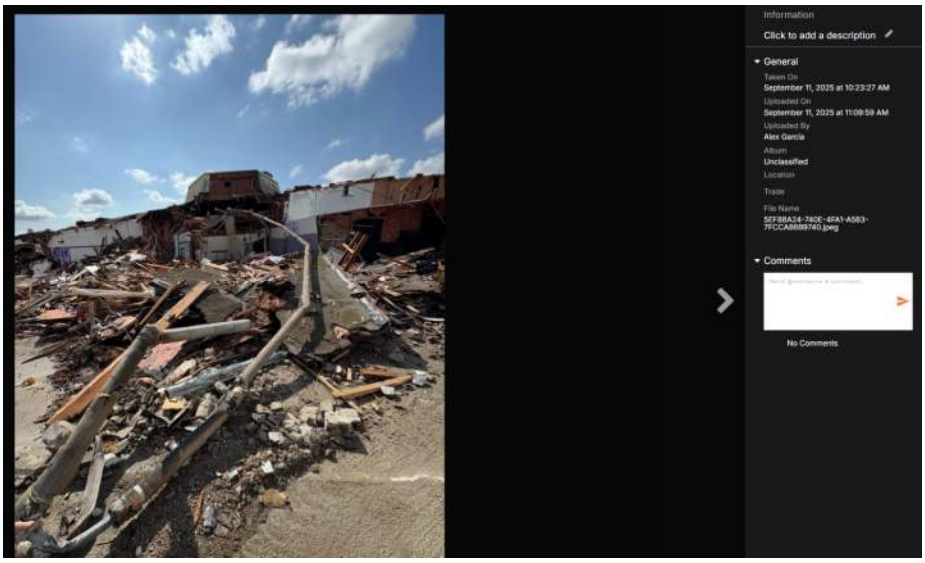
Alexander Garcia
Project Superintendent | Balfour Beatty
C: 805-400-5787
E: alexgarcia@balfourbeattyus.com | www.balfourbeattyus.com

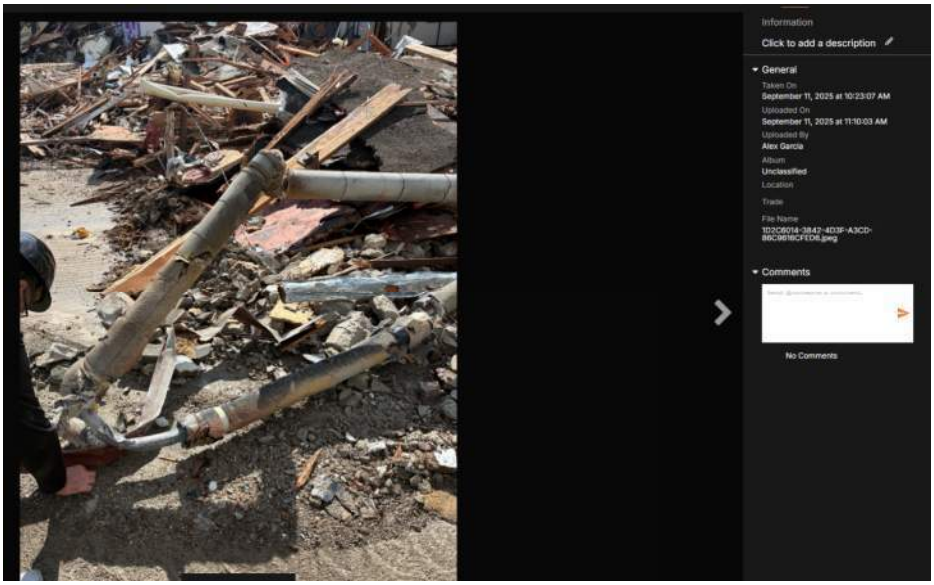
Balfour Beatty

From: Garcia, Alex
Sent: Thursday, September 11, 2025 11:33 AM
To: Gerald Schober <gschober@cfwinc.com>; Scott Burkett <sburkett@cfwinc.com>; Pifko, Kristen <kpifko@oxnardsd.org>; Bennett, Mark <mbennett@oxnardsd.org>; Marcos Lopez <m6lopez@oxnardsd.org>
Cc: Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Corwin, Steven <SCorwin@Balfourbeattyus.com>
Subject: Rose Ave Phase II- Asbestos Material Verification (time sensitive)

Gerald, per our recent call, Standard Industries/Venterra has informed us that there may still be asbestos present in some of the pipes or materials scheduled for demolition. To ensure safety, Venterra will be delineating the potentially affected areas.

In order to proceed with demolition activities without delay, we are requesting an expedited confirmation and a directive of the materials in question. Please advise when the District's consultant can be on site to verify.





Alexander Garcia

Project Superintendent | Balfour Beatty
C: 805-400-5787
E: alexgarcia@balfourbeattyus.com | www.balfourbeattyus.com

Balfour Beatty

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STANDARD INDUSTRIES

1905 Lirio Avenue
Ventura, CA 93004
Telephone: 805.643.6669 Fax: 805.643.6642
State Contractors Lic. #702530 Fed. Tax I.D. #93-0989523

INVOICE

Customer Name **Balfour Beatty**
Billing Address: **13520 Evening Creek Dr., N, Suite 270**
City **San Diego**
Zip **92128** State **CA**

Invoice # **RAE24344-CE #402 REV**
11/11/2025
Customer PO #: **Rose Ave Elem School**
Terms: **NET UPON PRESENTATION**

JOB LOCATION:
220 S Driskill St, Oxnard, CA 93030

CONTRACT/WORK ORDER #:
Rose Ave Elem School

DATES WORK PERFORMED	DESCRIPTION	QUANTITY	RATE	AMOUNT
9/11-13, 9/15, & 9/17-19/25	**CE #402: Phase II – Unforeseen Asbestos-Containing Material in Existing Buildings-** VenTerra - Inv #9981-STD-3	1	$32,824.35	$ 32,824.35
				$ -
				$ -
				$ -
				$ -
	Standard Demolition Field Tickets			$ -
9/11/2025	#6210	1	$ 1,710.00	$ 1,710.00
9/13/2025	#6195	1	$ 1,000.00	$ 1,000.00
9/17/2025	#6196	1	$ 2,240.00	$ 2,240.00
9/18/2025	#6197	1	$ 2,240.00	$ 2,240.00
9/19/2025	#6211	1	$ 2,240.00	$ 2,240.00
				$ -
				$ -
	Mark-up 10%			$ 4,225.44
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	TOTAL INVOICE			**$ 46,479.79**

PLEASE PAY FROM THIS INVOICE

STATEMENTS ISSUED ONLY BY REQUEST

A SERVICE CHARGE OF 1-1/2% PER MONTH (18% PER ANNUM) MAY BE ADDED AFTER 30 DAYS

VENTERRA ENVIRONMENTAL, INC.
ASBESTOS, LEAD, MOLD & DEMOLITION SPECIALISTS
301 Candelaria Rd.
Oxnard, Ca 93030
(805) 988-3000

Invoice

Date	Invoice #
9/23/2025	9981-STD-3

Bill To
Standard Demolition 1905 Lirio Avenue Ventura, CA 93004

P.O No.	Terms	Project
Rose Avenue Elementary	Due on receipt	9981-STD

Quantity	Description	Rate	Amount
1	Supply Supervision, Technicians, Material & Equipment to Perform Emergency Asbestos Abatement Clean-Up of Unforeseen Asbestos TSI Pipe Insulation Per Contract 9981-STD-3 (220 S. Driskill St. Oxnard)	32,824.35	32,824.35

Total $32,824.35

Balance Due $32,824.35

Project No. : 9981-STD

Standard Industries

220 South Driskill Street

Oxnard, CA

DATE: 9/23/2025

Sub: VenTERRA Env.

COST PROPOSAL #: T & M Invoice

COST PROPOSAL

DESCRIPTION OF CHANGE: Supply supervision, technicians, materials & equipment to perform emegergency asbestos abatement clean up of unforseen Asbetos TSI pipe insulation & elbows NOT in the ATC Survey Dated October 19, 2017. Price includes manifesting, transportation & disposal of asbestos to an approved landfill.

ITEM DESCRIPTION	MATERIALS & DISPOSAL			LABOR & PERDIEM			EQUIPMENT		
	QUANTITY	UNIT COST	EXTENSION	QUANTITY	RATE	EXTENSION	QUANTITY	UNIT COST	EXTENSION
1 Supervisor (9/11/25)				3	$ 168.00	$ 504.00			
1 Technician (9/11/25)				3	$ 163.80	$ 491.40			
1 Supervisor (9/12/25)				8	$ 120.00	$ 960.00			
2 Technicians (9/12/25)				16	$ 117.00	$ 1,872.00			
1 Supervisor (9/13/25) Overtime				8	$ 168.00	$ 1,344.00			
3 Technicians (9/13/25) Overtime				24	$ 163.80	$ 3,931.20			
1 Supervisor (9/15/25)				8	$ 120.00	$ 960.00			
2 Technicians (9/15/25)				16	$ 117.00	$ 1,872.00			
1 Supervisor (9/17/25)				8	$ 120.00	$ 960.00			
3 Technicians (9/17/25)				24	$ 117.00	$ 2,808.00			
1 Supervisor (9/18/25)				8	$ 120.00	$ 960.00			
3 Technicians (9/18/25)				24	$ 117.00	$ 2,808.00			
1 Supervisor (9/19/25)				8	$ 120.00	$ 960.00			
3 Technicians (9/19/25)				24	$ 117.00	$ 2,808.00			
Project Manager				4	130.00	$ 520.00			
VCAPCD Emergency Notification Fee	1	$ 321.21	$ 321.21						
Asbestos manifest, transportation & disposal.	1	$ 6,641.25	$ 6,641.25						
Crew Van							7	150.00	1050.00
Materials	1	$ 2,048.69	$ 2,048.69						
SUBTOTALS:			$ 9,011.15			$ 22,763.20			$1,050.00

MATERIAL/OTHER COST	$9,011.15
TOTAL LABOR	$22,763.20
TOTAL EQUIPMENT	$1,050.00
TOTAL COST	$32,824.35

TOTAL COST **$32,824.35**

PREPARED & SUBMITTED BY: James G. Mier

TITLE/COMPANY: General Manager

allpaid

AllPaid
7820 Innovation Boulevard Suite 250
Indianapolis,IN 46278
24hr. Customer Service #: 888-604-7888

Asbestos Demolition/renovation Fees Payment Confirmation (Ref #: 48300528)

PLC: **Apcd**
A004CN **4567 Telephone Rd 2nd Floor**
Ventura, California 93003
For: Asbestos Demolition/renovation Fees

Date: 09/11/2025 17:51 EDT

TRANSACTION INFORMATION

Type Of Payment:	Abatement	**Transaction Reference #:**	48300528
Contact Name:	James Mier	**Transaction Date/Time:**	09/11/2025 17:51 EDT
Contact Phone Number:	(805)988-3000		
Email Address:	Jim@vtenv.com		
Contractor:	Venterra Environmental Inc		
Project Address:	220 S Driskill St Oxnard, Ca 93030		
Project Start Date:	09/12/2025		
Asbestos Fee Amounts:	Abatement 100 ? 999 Sqft Acm = $279.32		

SENDERs INFORMATION

Senders Name:	James Mier
Address:	301 Candelaria Rd
City, State Zip:	Oxnard, Ca 93030
Phone #:	(805)988-3000
Card #:	xxxx-xxxx-xxxx-2018

PAYMENT INFORMATION

Approval #:	225034
TRANSFER AMOUNT:	$279.32
TRANSFER FEE:	$7.68
TOTAL PAYMENT AMOUNT:	$287.00
TOTAL TO RECIPIENT:	$279.32

Transfer Fee is non-refundable.

If you are a California resident, then the following also applies to you:

Right to Refund

You, the customer, are entitled to a refund of the money to be transmitted as the result of this agreement if AllPaid does not forward themoney received from you within 10 days of the date of its receipt, or does not give instructions committing an equivalent amount ofmoney to the person designated by you within 10 days of the date of the receipt of the funds from you unless otherwise instructed by you.If your instructions as to when the moneys shall be forwarded or transmitted are not complied with and the money has not yet beenforwarded or transmitted, you have a right to a refund of your money.

If you want a refund, you must mail or deliver your written request to AllPaid at 7820 Innovation Boulevard, Suite 250, Indianapolis, IN46278. If you do not receive your refund, you may be entitled to your money back plus a penalty of up to $1,000 and attorneys feespursuant to section 2102 of the California Financial Code.

Thank you for using AllPaid

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Form #: EUR

Ventura County
Air Pollution
Control District

669 County Square Drive 2nd Flr. Ventura CA 93003
Tel: 805/645-1400 Fax: 805/645-1444
Contact: Ken Hall 805/645-1437
Tod Neilan 805/645-1476

NOTIFICATION OF DEMOLITION OR RENOVATION

Only typed forms will be accepted

NOTIFICATION MUST ALSO BE SENT TO CAL-OSHA (EPA REGION IX DOES NOT REQUIRE A COPY OF NOTIFICATION).
CAL-OSHA ~ 6150 Van Nuys Blvd, Suite 405, Van Nuys, CA 91401 PHONE: 818/901-5403 FAX: 818/901-5578 (Prefer FAX)

I. TYPE OF NOTIFICATION [O-Original R-Revised C-Cancelled] IF REVISION, state: Change in amount, start/completion date, other?	Owner/Contractor Project #
O-Original	9981-STD

II. FACILITY INFORMATION [Identify owner and removal contractor]		
PROPERTY OWNER(S): Oxnard School District		
ADDRESS: [No Post Office Boxes] 1051 South A Street		
CITY: Oxnard	STATE: CA	ZIP: 93030
CONTACT: Alexander Garcia	TELEPHONE: (805)400-5787	
REMOVAL CONTRACTOR: VenTERRA Environmental Inc.		
ADDRESS: [No Post Office Boxes] 301 Candelaria Rd		
CITY: Oxnard	STATE: CA	ZIP: 93030
CONTRACTOR'S SITE FOREMAN: TBD	ABATEMENT CONTRACTOR OFFICE TELEPHONE: 805-988-3000	

RULE 62.7.B.2.K: For operations involving the removal of friable ACM, Ventura County APCD requires proof of California State Contractor's License Certification #, CAL OSHA Reg. #, and date of expiration

CA STATE CONTRACTOR LIC. NO. 989629	CAL OSHA REG. NO. 1095	EXPIRATION DATE: 1/31/26

III. TYPE OF OPERATION: [D-DEMO, O-ORDERED DEMO, R-RENOVATION, E-EMERGENCY RENOVATION] E-emergency

IV. IS ASBESTOS PRESENT? (YES) NO

V. FACILITY DESCRIPTION [Include building name, number, and floor or room number]

BUILDING NAME: Rose Ave Elementary School		
ADDRESS: 220 S Driskill St		
CITY: Oxnard	STATE: CA	ZIP: 93030
BUILDING SIZE: debris pile	NUMBER OF FLOORS: 0	AGE IN YEARS: 40
SITE LOCATION: [i.e., basement, attic, crawl space, etc.]		
PRESENT USE: School	PRIOR USE: School	

VI. Procedure, including analytical method, if appropriate, used to detect the presence of asbestos material:

Bulk sampling, PLM

VII. Approximate amount of asbestos to be removed:	Description of friable asbestos to be removed (i.e., TSI, aircell)	List Unit of measurements below (Rule 62.7.B.2.f requires pipe measurement in BOTH LnFt & SqFt UNITS		If demolition: Amount of nonfriable asbestos containing material subject to Rule 62.7.C:
Pipes	TSI	LnFt: 300	SqFt:	Category I: SqFt.
Surface area or volume	contaminated debris	SqFt: 700	CuFt:	Category II: SqFt

VIII. Scheduled dates asbestos removal (mm/dd/yy)	Start: 09/12/2025	Complete: 09/19/2025
IX. Scheduled dates demo (mm/dd/yy)	Start:	Complete:

Continued on Page 2

VCAPCD Notification No._____

NOTIFICATION OF DEMOLITION OR RENOVATION (continued)

X. DESCRIPTION OF PLANNED DEMOLITION WORK, AND METHOD(s) TO BE USED: (Do not list South Coast Procedures.)

Isolared work areaas, hepa filtered vaccums, & wet removal methods. Glove bag techniques

XI. DESCRIPTION OF WORK PRACTICES AND ENGINEERING CONTROLS TO BE USED TO PREVENT EMISSIONS OF ASBESTOS AT THE DEMOLITION AND RENOVATION SITE: (Do not list South Coast Procedures.)

Isolared work areaas, hepa filtered vaccums, & wet removal methods. Glove bag techniques

XII. WASTE TRANSPORTER #1

NAME: Venterra Environmental Inc.		
ADDRESS: [No post office box numbers] 301 Candelaria Rd		
CITY: Oxnard	STATE: CA	ZIP: 93030
CONTACT: James G. Mier	TELEPHONE: (805)988-3000	

XIII. WASTE TRANSPORTER #2

NAME: ECTI		
ADDRESS: [No post office box numbers] 953 Reece Street		
CITY: San Bernandino	STATE: CA	ZIP: 92411
CONTACT: Sean Kelly	800-664-7773	

XIV. WASTE DISPOAL SITE

NAME: La Paz County Landfill		
ADDRESS: 26999 Hwy 95 Mile Post 128		
CITY: Parker	STATE: AZ	ZIP: 85344
CONTACT: Shannon Hill		TELEPHONE: 626-334-0719

XV. IF DEMOLITION ORDERD BY GOVERNMENTAL AGENCY, PLEASE IDENTIFY THE AGENCY BELOW:

NAME:	TITLE:
AUTHORITY:	
DATE OF ORDER: [mm/dd/yy]	DATE ORDERED TO BEGIN: [mm/dd/yy]

XVI. FOR EMERGENCY RENOVATIONS [Attach additional sheets if necessary]

DATE AND HOUR OF EMERGENCY [mm/dd/yy] see attached letter

DESCRIPTION OF THE SUDDEN, UNEXPECTED EVENT:

See attached letter

EXPLANATION OF HOW THE EVENT CAUSED UNSAFE CONDITIONS OR WOULD CAUSE EQUIPMENT DAMAGE OR AN UNREASONALBE FINANCIAL BURDEN TO PROPERTY OWNER:

see attached letter

XVII. DESCRIPTION OF PROCEDURES TO BE FOLLOWED IN THE EVENT THAT UNEXPECTED ASBESTOS IS FOUND OR PREVIOUSLY NONFRIABLE ASBESTOS MATERIAL BECOMES CRUMBLED, PULVERIZED, OR REDUCED TO POWDER. [Attach additional sheets if necessary]

stop work, isolate area, wet and cover materials and call CAC for instructions

XVIII. I CERTIFY THAT AN INDIVIDUAL TRAINED IN THE PROVISIONS OF THIS REGULATION (RULE 62.7.B.2.n) WILL BE ON-SITE DURING THE DEMOLITION OR RENOVATION AND EVIDENCE THAT THE REQUIRED TRAINING HAS BEEN ACCOMPLISHED BY THIS PERSON WILL BE AVAILABLE FOR INSPECTION DURING NORMAL BUSINESS HOURS. **NOTE: MISSING SIGNATURE WILL RESULT IN NOTIFICATION BEING RETURNED AS INCOMPLETE.**

James G .Mer	James G. Mier	9/11/2025
PRINT OWNER/OPERATOR NAME	SIGNATURE OF OWNER/OPERATOR	DATE

XIX. I CERTIFY THAT THE ABOVE INFOMRATION IS CORRECT. **NOTE: MISSING SIGNATURE WILL RESULT IN NOTIFICATION BEING RETURNED AS INCOMPLETE.**

James G.Mier	James G. Mier	9/11/2025
PRINT OWNER/OPERATOR NAME	SIGNATURE OF OWNER/OPERATOR	DATE

VENTERRA ENVIRONMENTAL, INC.
ASBESTOS, LEAD, MOLD & DEMOLITION SPECIALISTS

Rose Avenue Elementary School

Daily Job Ticket

JOB # 9981-STD T and M

Today's Date 9-11-25

M T W (TH) FR SA

Personnel on job site:

Sup. A: 1	Dario Tasso	Sup B: 6	
Worker 2	Juan Moreno	Worker 7	
Worker 3		Worker 8	
Worker 4		Worker 9	
Worker 5		Worker 10	

Time In 12:30 Meal Break Start _____ Meal Break End _____ Time Out 3:30

By signing I acknowledge that this accurately reflects hours worked and I have taken all breaks.

Total Hours Worked: 2 (3) 4 6 8 10 _____ **Approved**

Daily Project Report: Jobsite Name/Bldg.#: Standard Industries Inc.

Vehicle # 136 Jobsite Address: 220 South Del Norte St Oxnard, CA 93030

☐ VAT/Mastic ☐ ASB Acoustic ☐ ASB Windows ☐ TSI ☐ Soft Demo
☐ Hard Demo ☐ Transite Shingles ☐ ASB Ducts ☐ ASB ☐ Vent Pipe
☐ Mold

Please describe any additional details as necessary:

- install plastic
- Cones
- Caution tape
- Asbestos tape
- isolate affected area use Asbestos signs as well,

VENTERRA ENVIRONMENTAL, INC.
ASBESTOS, LEAD, MOLD & DEMOLITION SPECIALISTS

PW

Daily Job Ticket

JOB # 9981-STD T/M

Today's Date 09-12-25

M T W TH [FR] SA

Personnel on job site:

Sup. A: 1 EDUARDO ZARATE
Worker 2 ALFONSO VENEGAS
Worker 3 PEDRO CARRILLO
Worker 4 _____
Worker 5 _____

Sup B: 6 _____
Worker 7 _____
Worker 8 _____
Worker 9 _____
Worker 10 _____

Time In 6:30 AM. Meal Break Start 10:30 Meal Break End 11:00 Time Out 3:00 PM

By signing I acknowledge that this accurately reflects hours worked and I have taken all breaks.

Total Hours Worked: 2 4 6 (8) 10 _____ **Approved** BBC

Daily Project Report: Jobsite Name/Bldg.#: STANDARD INDUSTRIES INC. "ROSE AV. ELEMENTARY SCHOOL"

Vehicle # 143 Jobsite Address: 220 SOUTH DRISKILL ST. OXNARD CA.

☐ VAT/Mastic ☐ ASB Acoustic ☐ ASB Windows ☐ TSI ☐ Soft Demo
☐ Hard Demo ☐ Transite Shingles ☐ ASB Ducts ☑ ASB ☐ Vent Pipe
☐ Mold

Please describe any additional details as necessary:
WE ARRIVED AT JOB SITE AT 6:30 AM, WE HAD SAFETY MEETING WITH CREWS. WE MAKE SET-UP DECONS SAFETY CONES ASBESTOS/CAUTION TAPE. WE WRAPED PIPES WITH PLASTIC 6mil. WE PUT THE GLOVE BAGS EVERY 10 FEET, WE CUT THE PIPES WE LEAVE THE ASBESTOS PIPES INSIDE THE CLASSROOM. COVERED WITH PLASTIC AND ASBESTOS SIGNS. WE REMOVED APROX (150 LF) ASBESTOS PIPES AND 7 ASBESTOS ELBOWS.

VENTERRA ENVIRONMENTAL, INC.
ASBESTOS, LEAD, MOLD & DEMOLITION SPECIALISTS

PW

Daily Job Ticket

JOB # 9981-STO T/M

Today's Date 09-13-25

M T W TH FR [SA]

Personnel on job site:

Sup. A: 1 EDUARDO ZANATE
Worker 2 [illegible]
Worker 3 ALFONSO VANEGAS
Worker 4 _____
Worker 5 _____

Sup B: 6 JOSE A MORENO
Worker 7 _____
Worker 8 _____
Worker 9 _____
Worker 10 _____

Time In 600 Meal Break Start 1000 Meal Break End 1030 Time Out 1430

By signing I acknowledge that this accurately reflects hours worked and I have taken all breaks.

Total Hours Worked: 2 4 6 (8) 10 _____ **Approved**

Daily Project Report: Jobsite Name/Bldg.#: STANDARD INDUSTRIES INC.

Vehicle # 143 / 151 Jobsite Address: 220 SOUTH DRISKILL ST OXNARD CA.

☐ VAT/Mastic ☐ ASB Acoustic ☐ ASB Windows ☒ TSI ☐ Soft Demo
☐ Hard Demo ☐ Transite Shingles ☐ ASB Ducts ☐ ASB ☐ Vent Pipe
☐ Mold

Please describe any additional details as necessary:

* ADMIN BLDG: Seted up regulated working area in kitchen, principal's office, Nuise office, hallways & bathrooms by placing asbestos & caution tape in doors, seted a drop floor with 6 mil poly and set a decon station with proper asbestos signage and a hudson sprayer. Burrito wrapped all ACM TSI elbows on attics runs with 6 mil poly and properly cut pipes. Double bagged all waste in appropriate printed bags for proper disposal. Removed about 30 elbows.

BLDG 3 * STOCK PILE (DEBRIS): Burrito wrapped all suspect ACM TSI Pipe runs that were exposed & cutted 10 ft sections. Picked up all visible debris always using amended water to keep debris wet. Labeled all piped sections with asbestos labels & properly stored all pipe sections for later disposal. Left the rest of the debris stock pile covered with 6 mil poly. Left job site organized.

VENTERRA ENVIRONMENTAL, INC.
ASBESTOS, LEAD, MOLD & DEMOLITION SPECIALISTS

PW

Daily Job Ticket

JOB # 9981-STD T/M

Today's Date 09-15-25

M T W TH FR SA

Personnel on job site:

Sup. A: 1 EDUARDO ZARATE
Worker 2 Daniel Verduzco JR
Worker 3 Angel S. Bucio
Worker 4
Worker 5

Sup B: 6
Worker 7
Worker 8
Worker 9
Worker 10

Time In 6:30 Meal Break Start 11:00 Meal Break End 11:30 Time Out 3:00

By signing I acknowledge that this accurately reflects hours worked and I have taken all breaks.

Total Hours Worked: 2 4 6 8 10 Steve Colwin BBC Approved

Daily Project Report: Jobsite Name/Bldg.#: STANDARD INDUSTRIES INC. ROSE AVENUE ELEMENTARY SCHOOL.

Vehicle # 143 Jobsite Address: 220 SOUTH DRISKILL ST.

☐ VAT/Mastic ☐ ASB Acoustic ☐ ASB Windows ☐ TSI ☐ Soft Demo
☐ Hard Demo ☐ Transite Shingles ☐ ASB Ducts ☐ ASB ☐ Vent Pipe
☐ Mold ☑ TRANSITE PANEL

Please describe any additional details as necessary: SAFETY
WE ARRIVED AT JOB SITE 6:30 AM. WE HAD METTING.
* BLDG 2 * SETED UP REGULATED WORKING AREA IN CLASSROOM-201, 202, 203 AND 204. SETED UP drop floor with 6 MIL POLY AND ASBESTOS CAUTION TAPE AROUND THE AREA SAFETY CONES DECON STATION WITH ASBESTOS SIGNAGE AND hadson SPRAYER AIRLESS, BURRITO WRAPED ALL ACM TRANSITE PANELS that WERE REMOVED AROUND DOORS AND WINDOWS IN CASSROOM. 201, 202, 203, AND 204. (7 DOORS AND 14 WINDOWS)
* BLDG 3 DEBRIS PILE: Picked up all intact transite panels from windows/door system. Burito wrapped/double bagged waste in proper printed bags. Always work using wet removal methods & hand tools.

VENTERRA ENVIRONMENTAL, INC.
ASBESTOS, LEAD, MOLD & DEMOLITION SPECIALISTS

9981-STO

Daily Job Ticket

JOB # Drive Time

Today's Date 09-15-25

M T W TH FR SA

Personnel on job site:

Sup. A: 1 Daniel Verduzco #driver 10 hrs
Worker 2 Angel S. Bello 3 hrs
Worker 3 _____
Worker 4 _____
Worker 5 _____

Sup B: 6 _____
Worker 7 _____
Worker 8 _____
Worker 9 _____
Worker 10 _____

Time In_____ Meal Break Start_____ Meal Break End_____ Time Out_____

By signing I acknowledge that this accurately reflects hours worked and I have taken all breaks.

Total Hours Worked: 2 4 (6) 8 10 _____ **Approved**

Daily Project Report: Jobsite Name/Bldg.#: _____

Vehicle # _____ Jobsite Address: _____

☐ VAT/Mastic ☐ ASB Acoustic ☐ ASB Windows ☐ TSI ☐ Soft Demo
☐ Hard Demo ☐ Transite Shingles ☐ ASB Ducts ☐ ASB ☐ Vent Pipe
☐ Mold

Please describe any additional details as necessary:

PASO ROBLES TO OXNARD — 3 HRS
OXNARD TO PASO ROBLES 3 HRS.
THEY WORKED AT ROSE SCHOOL.

VENTERRA ENVIRONMENTAL, INC.
ASBESTOS, LEAD, MOLD & DEMOLITION SPECIALISTS "PW"

Daily Job Ticket

JOB # 9981-STD T/M

Today's Date 09-17-25

M T [W] TH FR SA

Personnel on job site:

Sup. A: 1 EDUARDO ZAMATO
Worker 2 Jaime Perez
Worker 3 Ernesto Perez
Worker 4 _____
Worker 5 _____

Sup B: 6 Daniel Verduzco
Worker 7 _____
Worker 8 _____
Worker 9 _____
Worker 10 _____

Time In 6:30 Meal Break Start 11:00 Meal Break End 11:30 Time Out 3:00

By signing I acknowledge that this accurately reflects hours worked and I have taken all breaks.

Total Hours Worked: 2 4 6 (8) 10 _____ Approved

work authorized 9/17/25

Daily Project Report: Jobsite Name/Bldg.#: STANDARD INDUSTRIES

Vehicle # 143 / 134 Jobsite Address: 220 SOUTH DRISKILL ST, ONTARIO CA.

☐ VAT/Mastic ☐ ASB Acoustic ☐ ASB Windows ☑ TSI ☐ Soft Demo
☐ Hard Demo ☐ Transite Shingles ☐ ASB Ducts ☐ ASB ☐ Vent Pipe
☐ Mold

Please describe any additional details as necessary:

* DEBRIS PILE (BLDG 3): First thing in the morning we had a safety meeting with the school district representatives, with Alex at Balfor Beatty and Insight Environmental to discuss the work plan to follow. Had a separate safety meeting with VTE crew. and talked about working around excavator & around debris pile.
Pre-wet all debris pile before start with any removal.
Have had excavator to remove debris pile & start looking for any ACM transite pieces. Bagged all ACM debris found in pre-labeled bags.
Setup a regulated working area by placing delineating with asbestos & caution tape around debris pile.
Today ECTI brought the container, WE MAKE SET-UP ASBESTOS CONTAINER WITH POLY & ALL ASBESTOS SIGNS, WE PUT ALL THE ASBESTOS TRASH IN THE CONTAINER.

VENTERRA ENVIRONMENTAL, INC.
ASBESTOS, LEAD, MOLD & DEMOLITION SPECIALISTS

(PW)

Daily Job Ticket

JOB # 9981-STD T/4

Today's Date 09-18-25

M T W [TH] FR SA

Personnel on job site:

Sup. A: 1 EDUARDO ZARATE
Worker 2 Jaime Perez
Worker 3 Ernesto Perez
Worker 4
Worker 5

Sup B: 6 Daniel Verduzco.
Worker 7
Worker 8
Worker 9
Worker 10

Time In 6:30 Meal Break Start 11:00 Meal Break End 11:30 Time Out 3:00

By signing I acknowledge that this accurately reflects hours worked and I have taken all breaks.

Total Hours Worked: 2 4 6 (8) 10 _____ **Approved**

Daily Project Report: Jobsite Name/Bldg.#: STANDARD INDUSTRIES INC. "ROSE AV. ELEMENTARY SCHOOL"

Vehicle # 143/134 Jobsite Address: 220 SOUTH DRINKILL ST. OXNARD. CA.

☐ VAT/Mastic ☐ ASB Acoustic ☐ ASB Windows ☐ TSI ☐ Soft Demo
☐ Hard Demo ☐ Transite Shingles ☐ ASB Ducts ☐ ASB ☐ Vent Pipe
☐ Mold ☑ ACM DEBRIS.

Please describe any additional details as necessary:
* DEBRIS PILE (BLDG 3) FIRST THING IN THE MORNING WE HAD METTING. WITH VTE CREW TALKED ABOUT WORKING AROUND EXCAVATOR, WE PREWET ALL DEBRIS PILE BEFORE START WORK, THE STANDARD OPERATOR HELP US WITH THE EXCAVATOR TO REMOVE DEBRIS PILE AND WE START LOOKING FOR ANY ACM TRANSITE PIECES, BAGGED ALL ACM DEBRIS, FOUND IN DANGER BAGS. WE PUT INSIDE ALL ACM DEBRIS BAGGED IN ASBESTOS CONTAINER.

work acknowledged

[signature] Bilfan Beatty.
9/19/25.

VENTERRA ENVIRONMENTAL, INC.
ASBESTOS, LEAD, MOLD & DEMOLITION SPECIALISTS "PW"

Daily Job Ticket

JOB # 9981-STD-T/M

Today's Date 09-19-25

M T W TH [FR] SA

Personnel on job site:

Sup. A: EDUARDO ZARATE
Worker 2 Jaime Perez
Worker 3
Worker 4
Worker 5

Sup B: 6 Daniel Verduzco
Worker 7 Ernesto Perez
Worker 8
Worker 9
Worker 10

Time In 6:30 Meal Break Start 11:00 Meal Break End 11:30 Time Out 3:00

By signing I acknowledge that this accurately reflects hours worked and I have taken all breaks.

Total Hours Worked: 2 4 6 (8) 10 _____ **Approved**

Daily Project Report: Jobsite Name/Bldg.#: STANDARD INDUSTRIES "ROSE AVENUE ELEMENTARY SCHOOL"

Vehicle # 143 Jobsite Address: 220 SOUTH DRISKILL ST OXNARD CA.

☐ VAT/Mastic ☐ ASB Acoustic ☐ ASB Windows ☐ TSI ☐ Soft Demo
☐ Hard Demo ☐ Transite Shingles ☐ ASB Ducts ☐ ASB ☐ Vent Pipe
☐ Mold ☑ ACM DEBRIS"

Please describe any additional details as necessary:
* DEBRIS PILE (BLDG 3-2) WE HAD A SAFETY MEETING WITH UTE CREW AND TALKED ABOUT WORKING AROUND EXCAVATOR. WE PRE WEE ALL DEBRIS BEFORE START WORK. THE STANDARD OPERATOR HELP US WITH THE EXCAVATOR TO REMOVE DEBRIS PILE IN BLDG. 3 AND BLDG 2 WE STARTED LOOKING FOR ANY ACM TRANSITE PIECES, BAGGED ALL ACM DEBRIS FOUND IN DANGER BAG. WE PUT INSIDE ALL ASBESTOS TRASH IN ASBESTOS CONTAIN CR.
* BLDG 1: WE INSPECTION ENTIRE BLDG FOR ANY ACM TSI AND TRANSITE.

Balfour Beatty.
9/19/25.

VENTIERRA ENVIRONMENTAL, INC.
ASBESTOS, LEAD, MOLD & DEMOLITION SPECIALISTS

Daily Job Ticket

JOB #

Today's Date 9-19-25

M T W TH (FR) SA

Personnel on job site:

Sup. A: 1 Daniel Verduzco 3 dt
Worker 2 _____
Worker 3 Jaime Perez 1.5 dt
Worker 4 _____
Worker 5 Ernesto Perez 1.5 dt

Sup B: 6 _____
Worker 7 _____
Worker 8 _____
Worker 9 _____
Worker 10 _____

Time In_____ Meal Break Start_____ Meal Break End_____ Time Out_____

By signing I acknowledge that this accurately reflects hours worked and I have taken all breaks.

Total Hours Worked: 2 4 6 8 10 _____ **Approved**

Daily Project Report: Jobsite Name/Bldg.#: 220 Driskill st

Vehicle # 134 Jobsite Address: Oxnard

☐ VAT/Mastic ☐ ASB Acoustic ☐ ASB Windows ☐ TSI ☐ Soft Demo
☐ Hard Demo ☐ Transite Shingles ☐ ASB Ducts ☐ ASB ☐ Vent Pipe
☐ Mold

Please describe any additional details as necessary:

DT from Oxnard to Paso Robles

335

STANDARD DEMOLITION

FIELD TICKET
Nº 6210

1905 Lirio Ave., Ventura, CA 93004
(805) 643-6669

CUSTOMER'S ORDER No. 21344 DATE 9/11 20 25

BILL TO Balfour Beatty

ADDRESS 720 Driskell st CITY Oxnard STATE CA

JOB LOCATION Rose Avenue Elementary

DESCRIPTION OF WORK Moved Debris from building 3 away from HOT materials + exposed Created a safe/clean work area for asbestos crew Isolated HOT Materials.

OPERATED EQUIPMENT	STRAIGHT TIME Hrs.	Rate	Amount	OVER/DOUBLE TIME Hrs.	Rate	Amount	TOTAL
350 x4 Excavator 3 Bucket + Operator	6		285				1710 00

TOTAL OPERATED EQUIPMENT 6 hours

QTY.	MISCELLANEOUS CHARGES	AMOUNT	TOTAL

STANDARD DEMOLITION

1905 Lirio Ave., Ventura, CA 93004
(805) 643-6669

FIELD TICKET
Nº 6195

CUSTOMER'S ORDER No. 21344 DATE 09/13 20 25

BILL TO Balfour Beatty

ADDRESS 720 Driskell st. CITY Oxnard STATE CA

JOB LOCATION Rose Avenue Elementary

DESCRIPTION OF WORK Investigated pile from building 3 for TSI. Found Transite panels around buildings remaining. Wrapped up contaminated pipe? Isolated all hot pipe/debris inside building.

OPERATED EQUIPMENT	STRAIGHT TIME Hrs.	Rate	Amount	OVER/DOUBLE TIME Hrs.	Rate	Amount	TOTAL
				TOTAL OPERATED EQUIPMENT			

QTY.	MISCELLANEOUS CHARGES	AMOUNT	TOTAL
1	Supervisor	8 hours	
		125.00	1,000 00
		TOTAL MISC.	

Work acknowledged
BB

TERMS: Net 30 days 1½% per month service charge on past due accounts.

Signed _____ Date Received _____
CUSTOMER

I hereby acknowledge the satifactory completion of the above described work.

EQUIP.		
MISC.		
TAX	1,000	00
TOTAL	8 hours	

STANDARD DEMOLITION

1905 Lirio Ave., Ventura, CA 93004
(805) 643-6669

FIELD TICKET
№ 6196

CUSTOMER'S ORDER No. 21344 DATE 09/17 20 25

BILL TO Balfour Beatty

ADDRESS 220 Driskell st. CITY Oxnard STATE CA

JOB LOCATION Rose Avenue Elementary

DESCRIPTION OF WORK Investigating contaminated pile with asbestos crew to the consultant' standards, to be ready to haul out debris.

OPERATED EQUIPMENT	STRAIGHT TIME Hrs.	Rate	Amount	OVER/DOUBLE TIME Hrs.	Rate	Amount	TOTAL	
245 Excavator & Bucket	8	280					2,240	00
TOTAL OPERATED EQUIPMENT							8 hours	

QTY.	MISCELLANEOUS CHARGES	AMOUNT	TOTAL	
	work acknowledged BB 9/19/25			
		TOTAL MISC.		

TERMS: Net 30 days 1½% per month service charge on past due accounts.

EQUIP.		
MISC.		
TAX	2,240	00
TOTAL	8 hours	

Signed _____ Date Received _____
CUSTOMER

I hereby acknowledge the satifactory completion of the above described work.

Buyers of all types of iron and metal • Demolition Contractors State Lic. #1020712 • Sellers of used pipe and steel

STANDARD DEMOLITION

1905 Lirio Ave., Ventura, CA 93004
(805) 643-6669

FIELD TICKET
№ 6197

CUSTOMER'S ORDER No. 21344 DATE 09/18 20 25

BILL TO Balfour Beatty

ADDRESS 220 Driskell st. CITY Oxnard STATE CA

JOB LOCATION Rose Avenue Elementary (Building 3)

DESCRIPTION OF WORK Sorting through demo piles with HOT materials. Seperating the HOT MATERIALS from the clean debris. Consultant is here to make sure everything is being handled in the proper sequence.

OPERATED EQUIPMENT	STRAIGHT TIME Hrs.	Rate	Amount	OVER/DOUBLE TIME Hrs.	Rate	Amount	TOTAL
245 Excavator 3 Bucket 3 Operator	8	280					2,240 00
						TOTAL OPERATED EQUIPMENT	8 hours

QTY.	MISCELLANEOUS CHARGES	AMOUNT	TOTAL
		TOTAL MISC.	9/19/25

Work acknowledged
[signature] BB 9/25

TERMS: Net 30 days 1½% per month service charge on past due accounts.

Signed _____ Date Received _____
CUSTOMER

I hereby acknowledge the satifactory completion of the above described work.

EQUIP.	
MISC.	
TAX	2,240 00
TOTAL	8 hours

Buyers of all types of iron and metal • Demolition Contractors State Lic. #1020712 • Sellers of used pipe and steel

STANDARD DEMOLITION

1905 Lirio Ave., Ventura, CA 93004
(805) 643-6669

FIELD TICKET
№ 6211

CUSTOMER'S ORDER No. 21344 DATE 09/19 20 25

BILL TO Balfour Beatty

ADDRESS 220 Driskell st CITY Oxnard STATE CA

JOB LOCATION Rose Avenue Elementary (Building 3)

DESCRIPTION OF WORK Finish up isolating HOT materials from previously demolished building 3 debris pile. Create clean pile. Casey from insight environmental is here taking air samples & making sure we are taking the proper steps.

OPERATED EQUIPMENT	STRAIGHT TIME Hrs.	Rate	Amount	OVER/DOUBLE TIME Hrs.	Rate	Amount	TOTAL
245 excavator 3 Bucket operator	8	280					2240 00
						TOTAL OPERATED EQUIPMENT	8 hours

QTY.	MISCELLANEOUS CHARGES	AMOUNT	TOTAL
		TOTAL MISC.	

(work acknowledged) AM BB 9/19/25.

TERMS: Net 30 days 1½% per month service charge on past due accounts.

Signed _____ Date Received _____
CUSTOMER

I hereby acknowledge the satifactory completion of the above described work.

EQUIP.	
MISC.	
TAX	2,240 00
TOTAL	8 hours

Buyers of all types of iron and metal • Demolition Contractors State Lic. #1020712 • Sellers of used pipe and steel

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 Draw Request #: 448

Date: 11-18-2025

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

The Contract is changed as follows:

Reference Cost Event 403 – CDR 448 – Unforeseen Asbestos Abatement – Underground Transite Pipe and TSI Insulation Removal Provided labor, materials, and equipment on a Time and Material basis to remove unforeseen asbestos-containing transite pipe and friable asbestos-containing TSI insulation discovered during foundation demolition. Work was performed by a licensed abatement contractor per VCAPCD notification, with removal completed after October 21, 2025.	$ 57,267.00

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

☑ The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2025-11-18	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CONTINGENCY DRAW REQUEST (CDR)

Owner:	Oxnard School District	Date:	11-18-2025
Permit Number:	DSA# 03-119284	Change Event No.:	403
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

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

Description of Work:

Reference Cost Event 403 – CDR 448 – Unforeseen Asbestos Abatement – Underground Transite Pipe and TSI Insulation Removal

Provided labor, materials, and equipment on a Time and Material basis to remove unforeseen asbestos-containing transite pipe and friable asbestos-containing TSI insulation discovered during foundation demolition. Work was performed by a licensed abatement contractor per VCAPCD notification, with removal completed after October 21, 2025.

A.	**Subcontractor's Cost**			
	Standard Demolition	$	52,881.33	
			Subtotal B:	**$ 52,881.33**
B.	**General Contractor's Cost**			
	Material (See attached supporting documentation.)	$	-	
	Taxes at 9.5% of Material	$	-	
	Labor (includes Fringe Benefits)	$	-	
	Payroll Taxes and Insurances at 9.5% of Labor		included above	
	Construction Equipment (see attached supporting documentation)	$	-	
			Subtotal C:	**$ -**
C.	**General Contractor's Overhead and Profit***	* N/A for Contingency Draw Requests		
	Overhead & Profit 5% of Subtotal A	$	2,644.07	
	Overhead & Profit 10% of Subtotal C	$	-	
			Subtotal C:	**$ 2,644.07**
D.	**Bond at 1%**		**Subtotal D:**	**$ 572.67**
E.	**Builders Risk Insurance at 1%**		**Subtotal E:**	**$ 572.67**
F.	**General Liability at 1.04%**		**Subtotal F:**	**$ 595.58**
	Grand Total = (A + B + C + D + E + F)			**$ 57,267.00**

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

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2025-11-18

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

Carbajal, Filbert

From: Garcia, Alex
Sent: Thursday, October 23, 2025 13:22
To: Gerald Schober; Pifko, Kristen; Mark Bennett
Cc: Alamillo, Rafael; Kuykendall, Dennis; Carbajal, Filbert; Jones, Jesse
Subject: RE: Rose Ave: Update on Asbestos/TSI Removals and Schedule Concerns- Status Update 10/23
Attachments: 9981-STD-PR Notification Rev.pdf

Attached is the revised notification to VCAPCD sent on 10/21.

Alexander Garcia
Project Superintendent | Balfour Beatty
C: 805-400-5787
E: alexgarcia@balfourbeattyus.com | www.balfourbeattyus.com

Balfour Beatty



From: Garcia, Alex
Sent: Thursday, October 23, 2025 11:01 AM
To: Gerald Schober <gschober@cfwinc.com>; Pifko, Kristen <kpifko@oxnardsd.org>; Mark Bennett <mbennett@oxnardsd.org>
Cc: Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Jones, Jesse <JeJones@Balfourbeattyus.com>
Subject: RE: Rose Ave: Update on Asbestos/TSI Removals and Schedule Concerns- Status Update 10/23

Gerald, per our call yesterday, we continue to uncover buried asbestos and TSI pipe in the ground. Below are pictures for reference. Venterra has extended the notification to VCAPCD through the middle of next week. InSight, the District's environmental consultant, remains on site advising on procedures and documenting findings.

As discussed, the logistics and completion of the demolition activities are being impacted by the ongoing asbestos and TSI pipe removals. The gathering and removal of the base material cannot take place until the trenches are backfilled. In an effort to avoid disturbing the asbestos pipe near the building involved in the incident, SI is taking extra precautions. Venterra is also having to demolish concrete structures where the pipe has been encased.

Venterra and SI are coordinating efforts closely, although the process has become a hopscotch due to the conditions.

Please let us know if you have any questions.


Information
Click to add a description
General
Taken On
October 23, 2025 at 08:50:19 AM
Uploaded On
October 23, 2025 at 08:52:21 AM
Uploaded By
Alex Garcia
Album
Unclassified
Location
Trade
File Name
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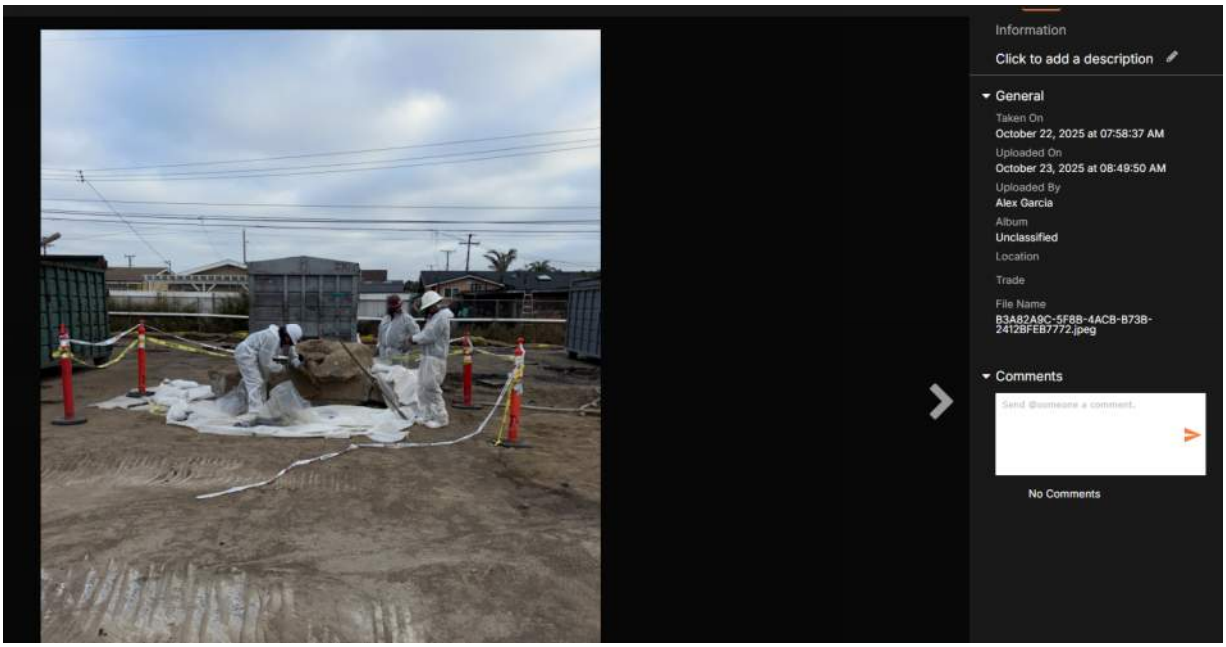
Comments
No Comments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Click to add a description
General
Taken On
October 22, 2025 at 07:58:37 AM
Uploaded On
October 23, 2025 at 08:49:50 AM
Uploaded By
Alex Garcia
Album
Unclassified
Location
Trade
File Name
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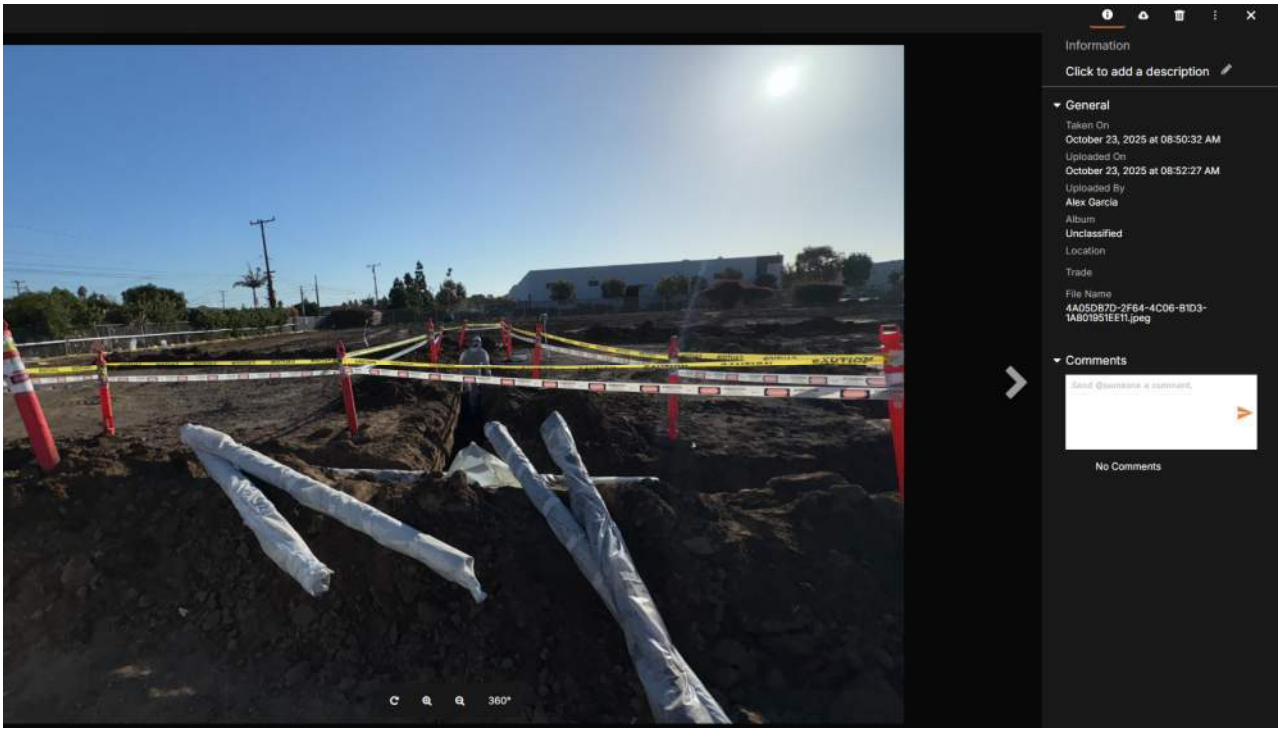
Comments
No Comments



Alexander Garcia
Project Superintendent | Balfour Beatty
C: 805-400-5787
E: alexgarcia@balfourbeattyus.com | www.balfourbeattyus.com

Balfour Beatty

SACRAMENTO
VENTURA
ORANGE COUNTY
SAN DIEGO

PROUD TO BE RECOGNIZED AS A 2025 BEST PLACE TO WORK
San Diego Business Journal, Orange County Business Journal, Sacramento Business Journal and Pacific Coast Business Times

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From: Garcia, Alex
Sent: Thursday, October 23, 2025 10:17 AM
To: 'Gerald Schober' <gschober@cfwinc.com>; Pifko, Kristen <kpifko@oxnardsd.org>; Mark Bennett <mbennett@oxnardsd.org>
Cc: Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Jones, Jesse <JeJones@Balfourbeattyus.com>
Subject: RE: Rose Ave: Update on Asbestos/TSI Removals and Schedule Concerns- T&M Tickets

Gerald, per our call yesterday, attached find the Asbestos/TSI Removal T&M tickets we need signed. They are for both the found UG and at the buildings. Please return them so we can start gathering the documents.

Alexander Garcia
Project Superintendent | Balfour Beatty
C: 805-400-5787
E: alexgarcia@balfourbeattyus.com | www.balfourbeattyus.com

Balfour Beatty



From: Gerald Schober <gschober@cfwinc.com>
Sent: Friday, October 17, 2025 4:49 PM
To: Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Pifko, Kristen <kpifko@oxnardsd.org>; Mark Bennett <mbennett@oxnardsd.org>; Chris Hinton <chris@insightenviro.com>
Cc: Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Jones, Jesse <JeJones@Balfourbeattyus.com>
Subject: RE: Rose Ave: Update on Asbestos/TSI Removals and Schedule Concerns

External Email

I will be out Monday to review.

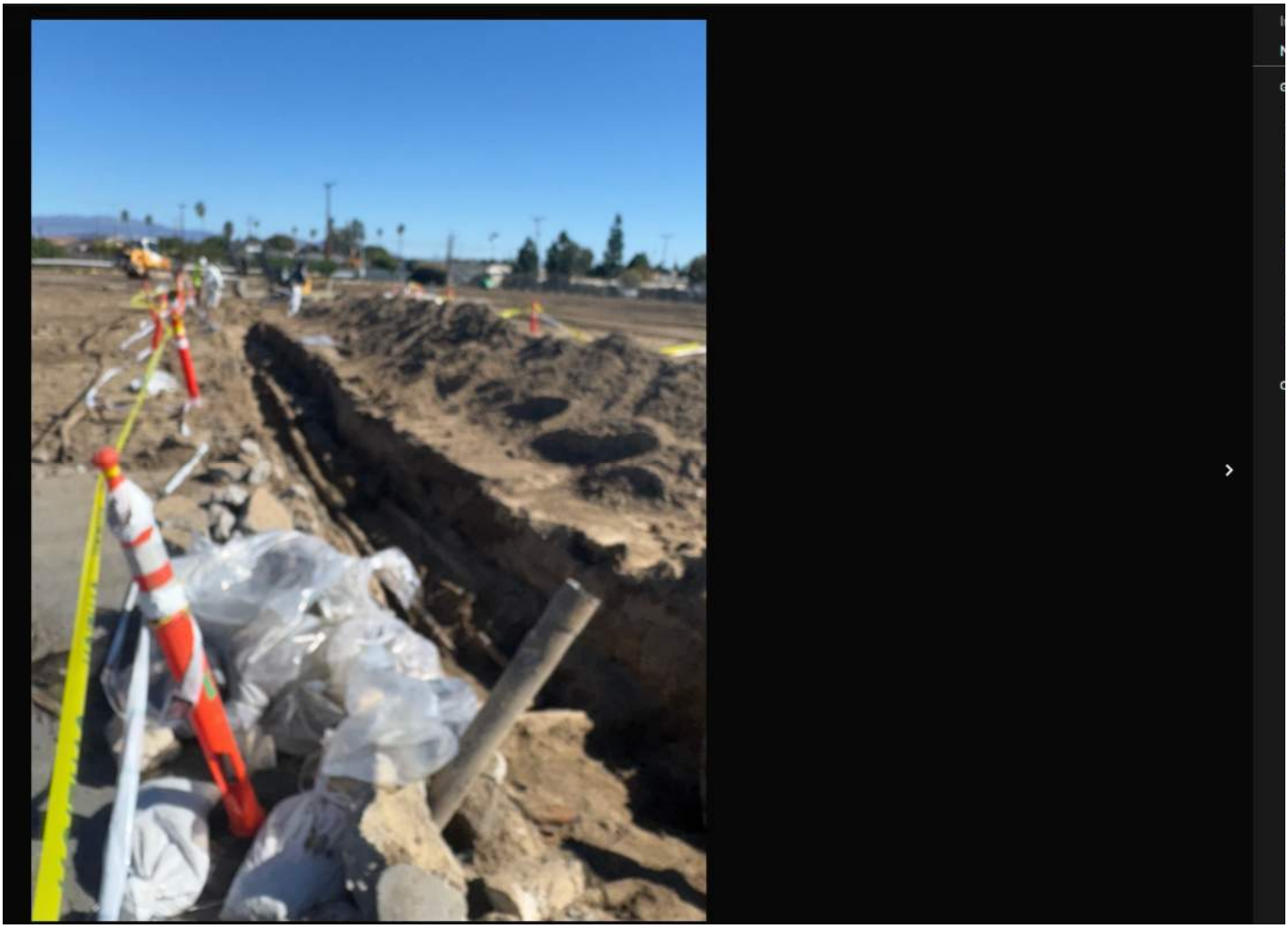
CFW INC.

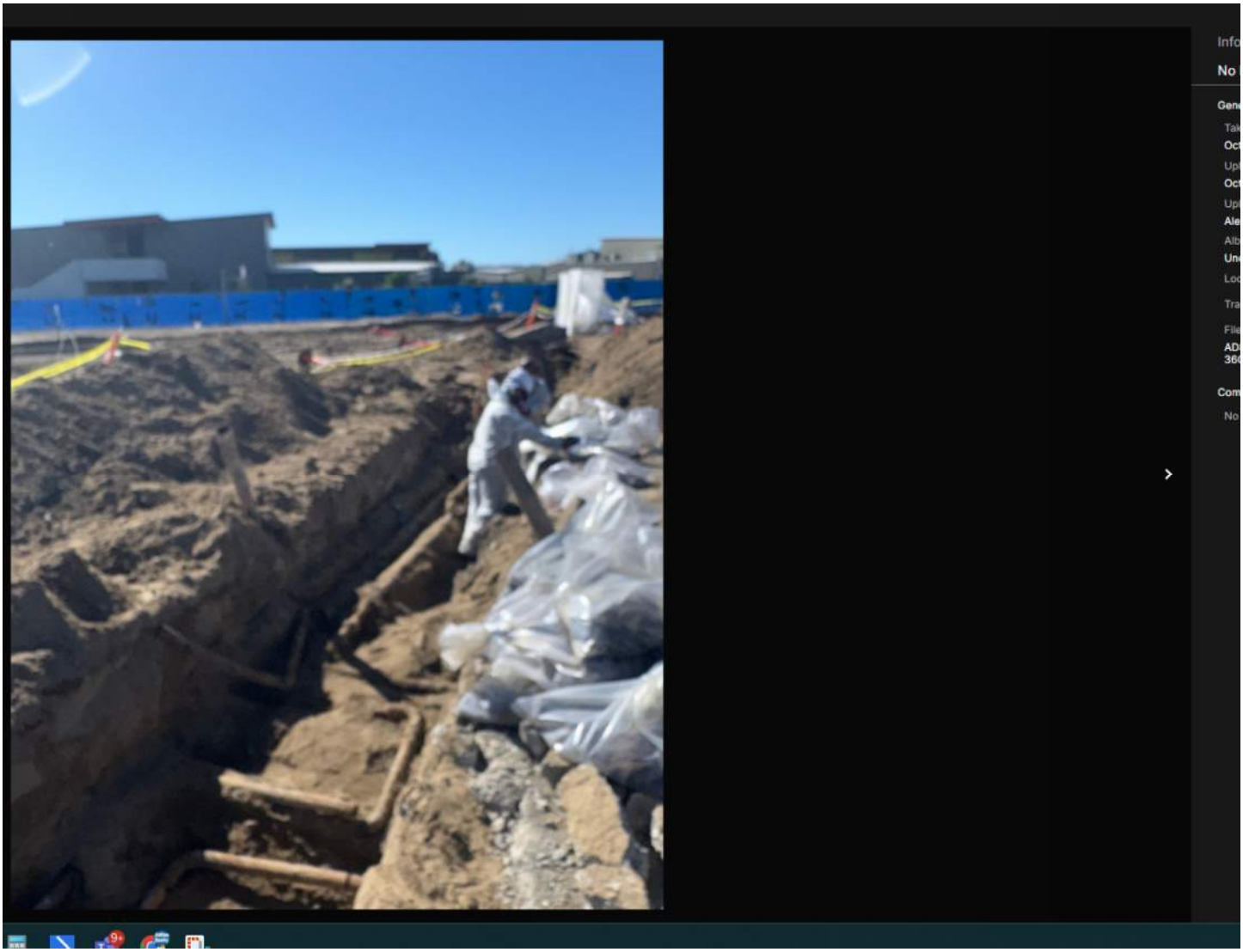
Gerald Schober
Vice President, Implementation Services
Caldwell Flores Winters, Inc.
Office: (626) 829-8300
Direct: (626) 829-8701
gschober@cfwinc.com
www.cfwinc.com

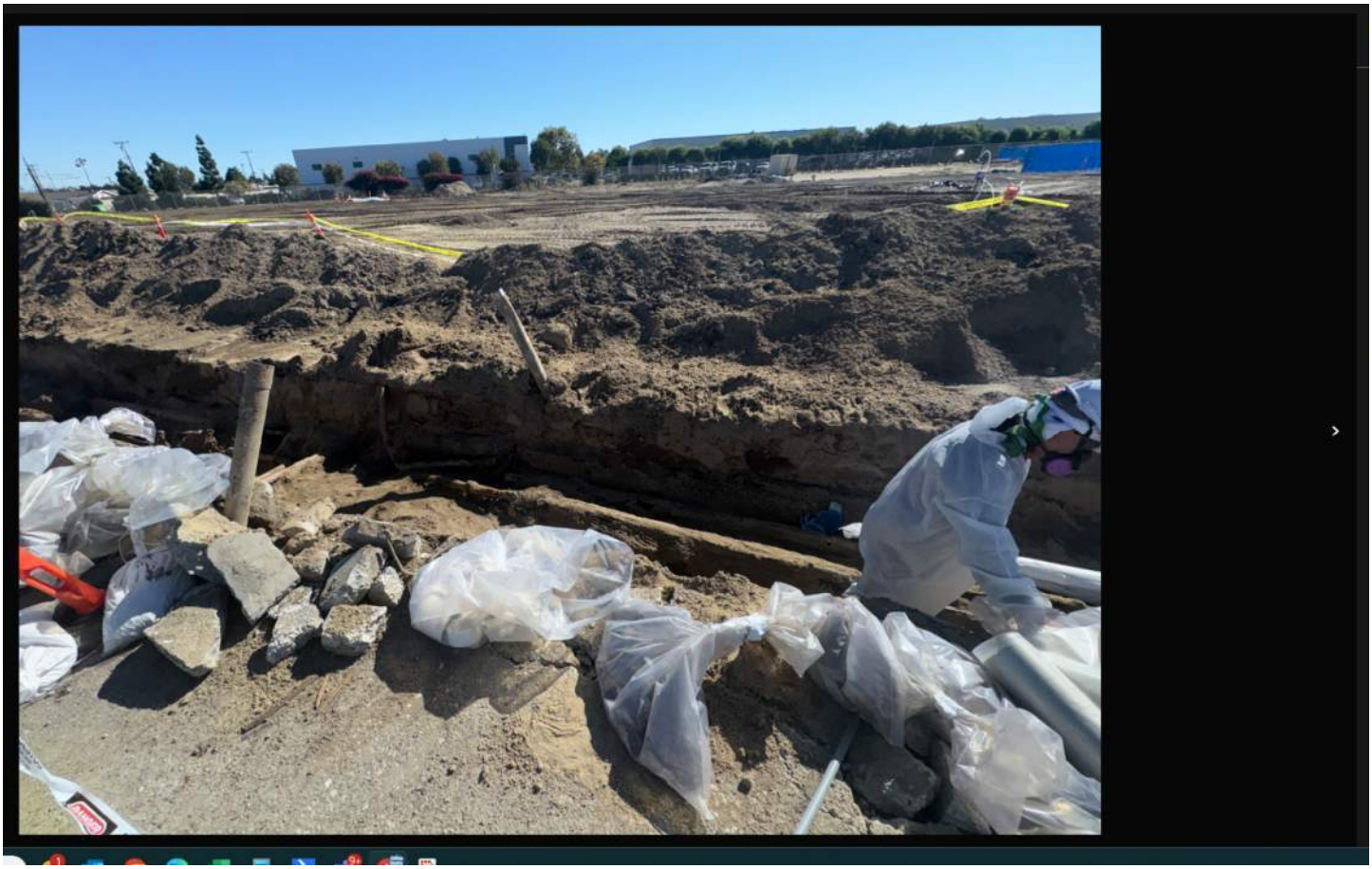
From: Garcia, Alex <AlexGarcia@Balfourbeattyus.com>
Sent: Friday, October 17, 2025 3:51 PM
To: Gerald Schober <gschober@cfwinc.com>; Pifko, Kristen <kpifko@oxnardsd.org>; Mark Bennett <mbennett@oxnardsd.org>; Chris Hinton <chris@insightenviro.com>
Cc: Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Jones, Jesse <JeJones@Balfourbeattyus.com>
Subject: Rose Ave: Update on Asbestos/TSI Removals and Schedule Concerns

Gerald, as mentioned, we continue to uncover additional TSI and asbestos pipe. We are meeting with Venterra and SI on Monday to determine how the removals can be expedited. During discussions this afternoon, they reiterated that the process must remain cautious since all debris has to be removed properly. However, the pipes are extremely old and are crumbling apart as they're being handled, which is significantly slowing progress.

Our concern is that this ongoing condition continues to encroach on the duration allocated for demolition. We're looking into how we can accelerate this effort while maintaining safety compliance. I've included InSight on this email, as they are monitoring the process.







Alexander Garcia

Project Superintendent | Balfour Beatty
C: 805-400-5787
E: alexgarcia@balfourbeattyus.com | www.balfourbeattyus.com

Balfour Beatty

SACRAMENTO
VENTURA
ORANGE COUNTY
SAN DIEGO

PROUD TO BE RECOGNIZED AS A
2025 BEST PLACE TO WORK
San Diego Business Journal, Orange County Business Journal, Sacramento Business Journal and Pacific Coast Business Times

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Carbajal, Filbert

From: Garcia, Alex
Sent: Thursday, October 2, 2025 09:37
To: Gerald Schober (gschober@cfwinc.com); Pifko, Kristen; Mark Bennett; Marcos Lopez
Cc: Alamillo, Rafael; Kuykendall, Dennis; Carbajal, Filbert
Subject: RE: Rose Ave: Phase II Transite Pipe
Attachments: VenTERRA VCAPCD Notification.msg

Good morning, for your information, attached find the 14-day notification submitted by Venterra to the VCAPCD. The work and removals are scheduled to begin on October 14, 2025.

Please let us know if there's any questions.

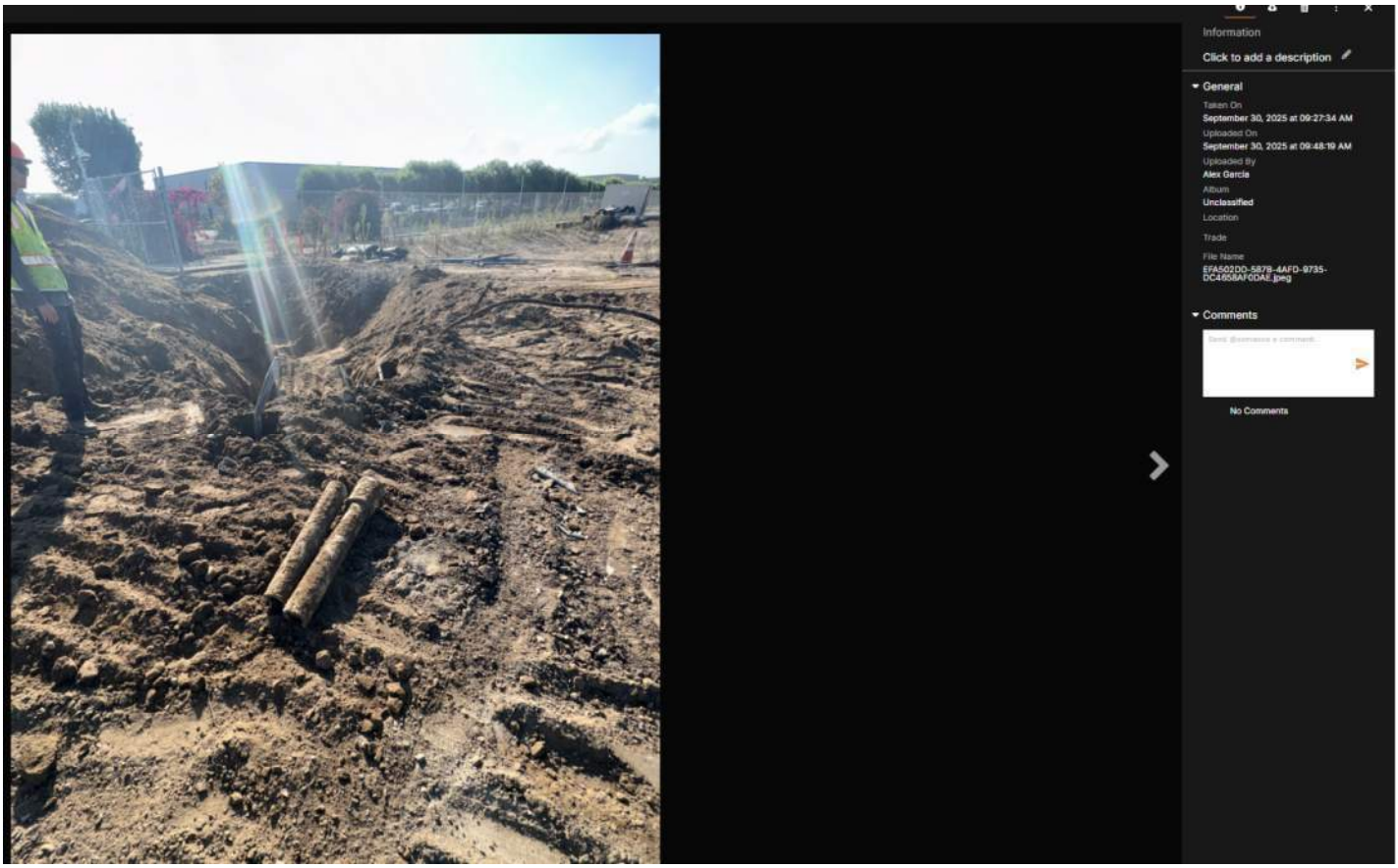
Alexander Garcia
Project Superintendent | Balfour Beatty
C: 805-400-5787
E: alexgarcia@balfourbeattyus.com | www.balfourbeattyus.com

Balfour Beatty

From: Garcia, Alex
Sent: Tuesday, September 30, 2025 10:08 AM
To: Gerald Schober (gschober@cfwinc.com) <gschober@cfwinc.com>; Pifko, Kristen <kpifko@oxnardsd.org>; Mark Bennett <mbennett@oxnardsd.org>; Marcos Lopez <m6lopez@oxnardsd.org>
Cc: Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>
Subject: Rose Ave: Phase II Transite Pipe

Gerald, as discussed on our call, we encountered Transite pipe on the east side of the project, near the location of the restrooms. Below are photos for reference. The pipe is located approximate 3 feet below the existing grade.

Per our discussion, we will remove the encountered section and set it aside, the balance will remain in place. We will also be contacting the environmental company to handle the material. All work associated with this will be tracked on a time-and-material basis.



Alexander Garcia

Project Superintendent | Balfour Beatty
C: 805-400-5787
E: alexgarcia@balfourbeattyus.com | www.balfourbeattyus.com

Balfour Beatty

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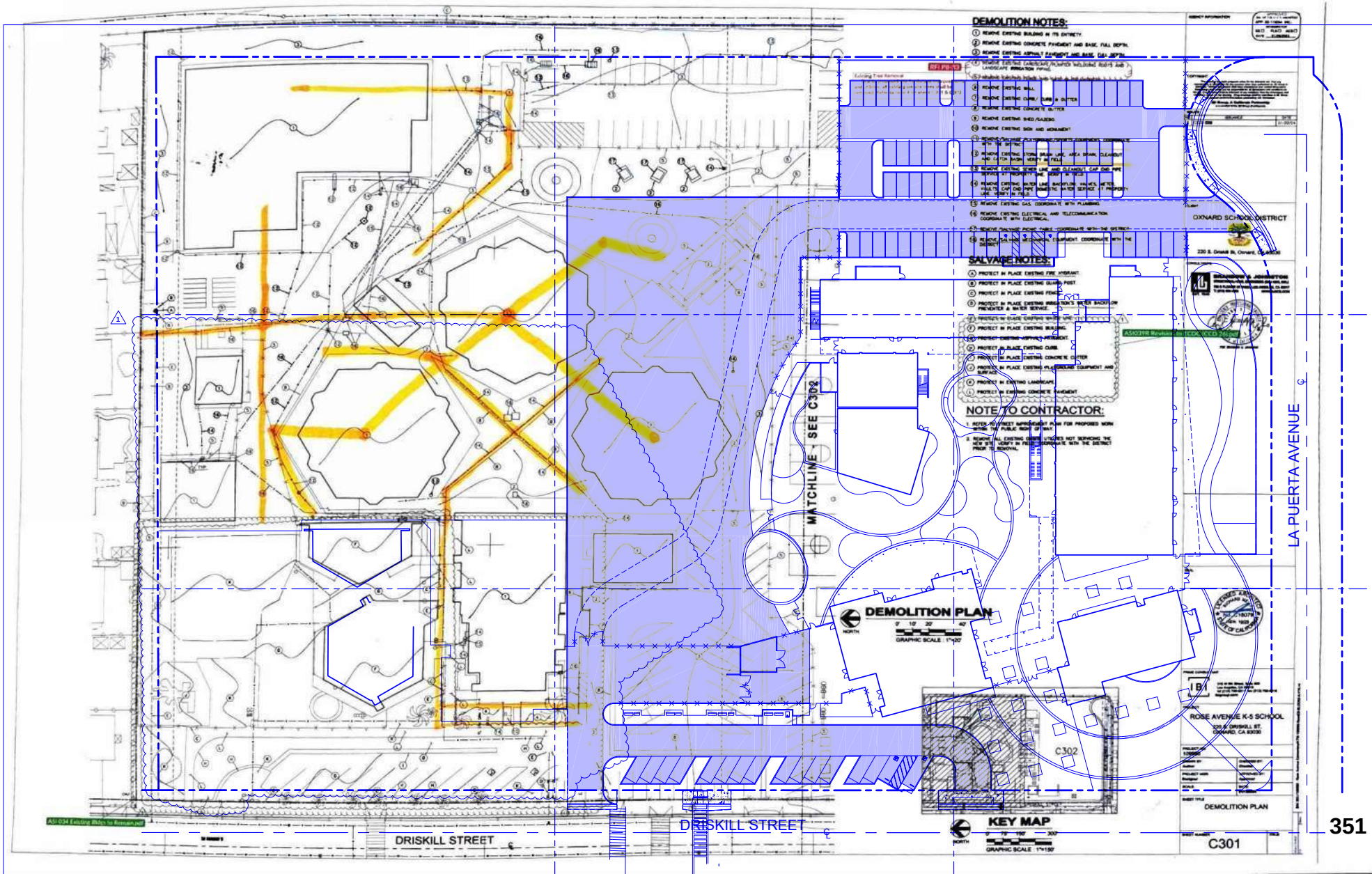
DEMOLITION NOTES:
SALVAGE NOTES:
NOTE TO CONTRACTOR:
OXNARD SCHOOL DISTRICT
MATCHLINE - SEE C302
LA PUERTA AVENUE
DRISKILL STREET
DRISKILL STREET
DEMOLITION PLAN
GRAPHIC SCALE : 1"=20'
KEY MAP
GRAPHIC SCALE 1"=100'
C302
ROSE AVENUE K-5 SCHOOL
DEMOLITION PLAN
C301

STANDARD INDUSTRIES
1905 Lirio Avenue
Ventura, CA 93004
Telephone: 805.643.6669 Fax: 805.643.6642
State Contractors Lic. #702530 Fed. Tax I.D. #93-0989523

INVOICE

Customer Name **Balfour Beatty**
Billing Address: **13520 Evening Creek Dr., N, Suite 270**
City **San Diego**
Zip **92128** State **CA**

Invoice # **RAE24344-CE #403**
Customer PO #: **Rose Ave Elem School**
Terms: **NET UPON PRESENTATION**

JOB LOCATION:
220 S Driskill St, Oxnard, CA 93030

CONTRACT/WORK ORDER #:
Rose Ave Elem School

DATES WORK PERFORMED	DESCRIPTION	QUANTITY	RATE	AMOUNT
10/16-17, 10/20-24 & 10/27/25	**CE #403: Phase II – Unforeseen Transite Pipe in the Ground -** VenTerra - Inv #9981-STD-6	1	$36,053.94	$ 36,053.94
	Standard Demolition Field Tickets			$ -
10/22/2025	#6217	1	$ 2,260.00	$ 2,260.00
10/23/2025	#6218	1	$ 2,260.00	$ 2,260.00
10/24/2025	#6219	1	$ 2,260.00	$ 2,260.00
10/27/2025	#6221		$ -	$ -
10/27/2025	#6222	1	$ 3,900.00	$ 3,900.00
10/28/2025	#6223	1	$ 1,340.00	$ 1,340.00
	Mark-up 10%			$ 4,807.39
	TOTAL INVOICE			**$ 52,881.33**

PLEASE PAY FROM THIS INVOICE
STATEMENTS ISSUED ONLY BY REQUEST

A SERVICE CHARGE OF 1-1/2% PER MONTH (18% PER ANNUM) MAY BE ADDED AFTER 30 DAYS

STANDARD DEMOLITION

FIELD TICKET
Nº 6217

1905 Lirio Ave., Ventura, CA 93004
(805) 643-6669

* Transite Removal *

CUSTOMER'S ORDER No. 21344 DATE 10/22 20 25

BILL TO Balfour Beatty

ADDRESS 220 Driskill st. CITY Oxnard STATE CA

JOB LOCATION Rose Avenue Elementary School

DESCRIPTION OF WORK Continue exposing transite pipe, remove transite exposed, wrap with 6mil plastic, bag small pieces, place all transite inside of FCTI Roll off bin.

OPERATED EQUIPMENT	STRAIGHT TIME Hrs.	Rate	Amount	OVER/DOUBLE TIME Hrs.	Rate	Amount	TOTAL
320 G Excavator & Bucket - Operator	8	230					1,840 00
374 skidsteer & Bucket - Operator	2	210					420 00
						TOTAL OPERATED EQUIPMENT	10 hours

QTY.	MISCELLANEOUS CHARGES	AMOUNT	TOTAL
*3	Labors - Ventura Environmental - 8 hours each → 24 hours total		
		TOTAL MISC.	24 hours

TERMS: Net 30 days 1½% per month service charge on past due accounts.

Signed _____ CUSTOMER Date Received 10/24/25

I hereby acknowledge the satifactory completion of the above described work.

EQUIP.		
MISC.		
TAX		
TOTAL	2,260	00

STANDARD DEMOLITION

FIELD TICKET
Nº 6217

1905 Lirio Ave., Ventura, CA 93004
(805) 643-6669

★ Transite Removal ★

CUSTOMER'S ORDER No. 21344

DATE 10/22 20 25

BILL TO Balfour Beatty

ADDRESS 220 Driskill st. CITY Oxnard STATE CA

JOB LOCATION Rose Avenue Elementary School

DESCRIPTION OF WORK Continue exposing transite pipe, remove transite exposed, wrap with 6mil plastic, bag small pieces, place all transite inside of ECTI Roll off bin.

OPERATED EQUIPMENT	STRAIGHT TIME Hrs.	Rate	Amount	OVER/DOUBLE TIME Hrs.	Rate	Amount	TOTAL
50 G Excavator ¾ Bucket - Operator	8						
324 skidsteer 3 Bucket - Operator	2						
TOTAL OPERATED EQUIPMENT							10 hours

QTY.	MISCELLANEOUS CHARGES	AMOUNT	TOTAL
★3	Labors - Venterra Enviornmental - 8 hours each → 24 hours total		
	TOTAL MISC.		24 hours

Gerald Schober October 27, 2025G

TERMS: Net 30 days 1½% per month service charge on past due accounts.

Signed _____ CUSTOMER

Date Received 10/27/25

I hereby acknowledge the satifactory completion of the above described work.

EQUIP.	
MISC.	
TAX	
TOTAL	

STANDARD DEMOLITION

FIELD TICKET
Nº 6218

1905 Lirio Ave., Ventura, CA 93004
(805) 643-6669

* Transite Removal *

CUSTOMER'S ORDER No. 21344 DATE 10/23 20 25

BILL TO Balfour Beatty

ADDRESS 220 Druskill ct. CITY Oxnard STATE CA

JOB LOCATION Rose Avenue Elementary School

DESCRIPTION OF WORK ~~Continue exposing transite pipe, contain areas of removal, wrap all pipe with 6 mil poly, bag all small pieces of transite, put all waste into ECTT bin.~~

OPERATED EQUIPMENT	STRAIGHT TIME Hrs.	Rate	Amount	OVER/DOUBLE TIME Hrs.	Rate	Amount	TOTAL
50 G Excavator & Bucket - Operator	8	230					1,840 00
324 skidsteer & Grapple Bucket - Operator	2	210					420 00
					TOTAL OPERATED EQUIPMENT		10 hours

QTY.	MISCELLANEOUS CHARGES	AMOUNT	TOTAL
*3	Labors - Venterra Environmental - 8 hours → 24 hours total		
		TOTAL MISC.	24 hours

TERMS: Net 30 days 1½% per month service charge on past due accounts.

Signed _____ Date Received 10/27/25
CUSTOMER

I hereby acknowledge the satifactory completion of the above described work.

EQUIP.		
MISC.		
TAX		
TOTAL	2,260	00

STANDARD DEMOLITION

1905 Lirio Ave., Ventura, CA 93004
(805) 643-6669

FIELD TICKET
Nº 6218

* Transite Removal *

CUSTOMER'S ORDER No. 21344 DATE 10/23 20 25

BILL TO Balfour Beatty

ADDRESS 220 Driskill st. CITY Oxnard STATE CA

JOB LOCATION Rose Avenue Elementary School

DESCRIPTION OF WORK Continue exposing transite pipe, contain area's of removal, wrap all pipe with 6 mil poly, bag all small pieces of transite, put all waste into ECTI bin,

OPERATED EQUIPMENT	STRAIGHT TIME Hrs.	Rate	Amount	OVER/DOUBLE TIME Hrs.	Rate	Amount	TOTAL
50 G Excavator ; Bucket - Operator	8						
324 skidsteer ; Grapple Bucket - Operator	2						
						TOTAL OPERATED EQUIPMENT	10 hours

QTY.	MISCELLANEOUS CHARGES	AMOUNT	TOTAL
*3	Labors - Venterra Enviornmental - 8 hours ↳ 24 hours total		
		TOTAL MISC.	24 hours

Gerald Schober October 27, 2025

TERMS: Net 30 days 1½% per month service charge on past due accounts.

Signed _____ Date Received 10/27/25
CUSTOMER

I hereby acknowledge the satifactory completion of the above described work.

EQUIP.	
MISC.	
TAX	
TOTAL	

Buyers of all types of iron and metal • Demolition Contractors State Lic. #1020712 • Sellers of used pipe and steel

STANDARD DEMOLITION

FIELD TICKET
№ 6219

1905 Lirio Ave., Ventura, CA 93004
(805) 643-6669

* Transite Removal *

CUSTOMER'S ORDER No. 21344 DATE 10/24 20 25

BILL TO Balfour Beatty

ADDRESS 220 Driskill st CITY Oxnard STATE CA

JOB LOCATION Rose Avenue Elementary School

DESCRIPTION OF WORK Continued exposing transite pipe, outlined areas of work, wrapped all pipe with 6mil plastic, bagged, pail pieces, took all waste to FCTI Bin.

OPERATED EQUIPMENT	STRAIGHT TIME Hrs.	Rate	Amount	OVER/DOUBLE TIME Hrs.	Rate	Amount	TOTAL
50 Cx Excavator & Bucket - Operator	8	230					1,840 00
324 skidsteer & Grapple Bucket - Operator	2	210					420 00
						TOTAL OPERATED EQUIPMENT	10 hours

QTY.	MISCELLANEOUS CHARGES	AMOUNT	TOTAL
#3	Labor's - Vesterra Environmental - 8 hours → 24 hours total		
#1	Labor - Vesterra Environmental - 4 hours		
		TOTAL MISC.	28 hours

TERMS: Net 30 days 1½% per month service charge on past due accounts.

Signed _____ Date Received 10/27/25

CUSTOMER

I hereby acknowledge the satifactory completion of the above described work.

EQUIP.		
MISC.		
TAX		
TOTAL	2,260	00

STANDARD DEMOLITION

1905 Lirio Ave., Ventura, CA 93004
(805) 643-6669

FIELD TICKET
Nº 6219

* Transite Removal *

CUSTOMER'S ORDER No. 21344

DATE 10/24 20 25

BILL TO Balfour Beatty

ADDRESS 220 Driskill st CITY Oxnard STATE CA

JOB LOCATION Rose Avenue Elementary School

DESCRIPTION OF WORK Continued exposing transite pipe, cautioned off area's of work, wrapped all pipe with 6 mil plastic, bagged up all pieces, took all waste to ECTI Bin.

OPERATED EQUIPMENT	STRAIGHT TIME Hrs.	Rate	Amount	OVER/DOUBLE TIME Hrs.	Rate	Amount	TOTAL
50 G Excavator 3 Bucket - Operator	8						
324 skidsteer 3 Grapple Bucket - Operator	2						
						TOTAL OPERATED EQUIPMENT	10 hours

QTY.	MISCELLANEOUS CHARGES	AMOUNT	TOTAL
*3	Labor's - Venterra Enviormental - 8 hours → 24 hours total		
*1	Labor - Venterra Enviornmental - 4 hours		
		TOTAL MISC.	28 hours

Gerald Schober October 27, 2025

TERMS: Net 30 days 1½% per month service charge on past due accounts.

Signed _____ Date Received 10/27/25

CUSTOMER

I hereby acknowledge the satifactory completion of the above described work.

EQUIP.	
MISC.	
TAX	
TOTAL	

Buyers of all types of iron and metal • Demolition Contractors State Lic. #1020712 • Sellers of used pipe and steel

359

STANDARD DEMOLITION

FIELD TICKET
Nº 6221

1905 Lirio Ave., Ventura, CA 93004
(805) 643-6669

CUSTOMER'S ORDER No. 21344 DATE 10/27 20 25

BILL TO Balfour Beatty

ADDRESS 220 Driskill St CITY Oxnard STATE CA

JOB LOCATION Rose Avenue Elementary School

DESCRIPTION OF WORK Wrap last asbestos bin with plastic, throw all transite into wrapped bin, collect all tools/equipment needed, take down all debris, return all equipment to shop.

OPERATED EQUIPMENT	STRAIGHT TIME Hrs.	Rate	Amount	OVER/DOUBLE TIME Hrs.	Rate	Amount	TOTAL
					TOTAL OPERATED EQUIPMENT		

QTY.	MISCELLANEOUS CHARGES	AMOUNT	TOTAL
#2	Labors - Ventera Environmental - 4 hours each → 8 hours total		
		TOTAL MISC.	8 hours

TERMS: Net 30 days 1½% per month service charge on past due accounts.

Signed _____ Date Received 10/27/25
CUSTOMER

I hereby acknowledge the satifactory completion of the above described work.

EQUIP.		
MISC.		
TAX		
TOTAL		

Buyers of all types of iron and metal • Demolition Contractors State Lic. #1020712 • Sellers of used pipe and steel

STANDARD DEMOLITION

FIELD TICKET
Nº 6221

1905 Lirio Ave., Ventura, CA 93004
(805) 643-6669

CUSTOMER'S ORDER No. 21344 DATE 10/27 20 25

BILL TO Balfour Beatty

ADDRESS 220 Diskill st. CITY Oxnard STATE CA

JOB LOCATION Rose Avenue Elementary School

DESCRIPTION OF WORK Wrap last asbestos bin with plastic, throw all transite into wrapped bin, collect all tools/equipment needed, take down all decons, return all equipment to shop.

OPERATED EQUIPMENT	STRAIGHT TIME Hrs.	Rate	Amount	OVER/DOUBLE TIME Hrs.	Rate	Amount	TOTAL
						TOTAL OPERATED EQUIPMENT	

QTY.	MISCELLANEOUS CHARGES	AMOUNT	TOTAL
*2	Labors - Venterra Environmental - 4 hours each → 8 hours total		
		TOTAL MISC.	8 hours
		EQUIP.	
		MISC.	
		TAX	
		TOTAL	

Gerald Schober October 27, 2025

TERMS: Net 30 days 1½% per month service charge on past due accounts.

Signed _____ Date Received 10/27/25
CUSTOMER

I hereby acknowledge the satifactory completion of the above described work.

Buyers of all types of iron and metal • Demolition Contractors State Lic. #1020712 • Sellers of used pipe and steel

361

STANDARD DEMOLITION

FIELD TICKET
Nº 6222

1905 Lirio Ave., Ventura, CA 93004
(805) 643-6669

Backfill / Compaction

CUSTOMER'S ORDER No. 21341

DATE 10/27 20 25

BILL TO Balfour Beatty

ADDRESS 220 Driskill st. CITY Oxnard STATE CA

JOB LOCATION Rose Avenue Elementary School

DESCRIPTION OF WORK — Backfill & Compact area's trenched to expose transite pipe & tsi wrapped pipe that was unforseen.

OPERATED EQUIPMENT	STRAIGHT TIME Hrs.	Rate	Amount	OVER/DOUBLE TIME Hrs.	Rate	Amount	TOTAL
350 Excavator & Compaction wheel	4	285					1,140 00
-Operator							
50 G excavator & Compaction wheel	4	230					920 00
-Operator							
						TOTAL OPERATED EQUIPMENT	8 hours

QTY.	MISCELLANEOUS CHARGES	AMOUNT	TOTAL
2	Labors - Standard Demo - 4 hours each 8 hours total	105	840 00
2	Mobilization of Compaction wheels		
	- 350 compaction wheel	250	500 00
	- 50 G compaction wheel	250	500 00
		TOTAL MISC.	8 hours

TERMS: Net 30 days 1½% per month service charge on past due accounts.

Signed _____ Date Received 10/30/25

CUSTOMER

I hereby acknowledge the satifactory completion of the above described work.

EQUIP.		
MISC.		
TAX		
TOTAL	3,900	00

Buyers of all types of iron and metal • Demolition Contractors State Lic. #1020712 • Sellers of used pipe and steel

STANDARD DEMOLITION

1905 Lirio Ave., Ventura, CA 93004
(805) 643-6669

FIELD TICKET
Nº 6223

Backfill/Compaction

CUSTOMER'S ORDER No. 21344 DATE 10/28 20 25

BILL TO Balfour Beatty

ADDRESS 220 Driskill st. CITY Oxnard STATE CA

JOB LOCATION Rose Avenue Elementary School

DESCRIPTION OF WORK Backfill & Compact area's trenched to expose remaining transite pipe.

OPERATED EQUIPMENT	STRAIGHT TIME Hrs.	Rate	Amount	OVER/DOUBLE TIME Hrs.	Rate	Amount	TOTAL
50 G Excavator & Compaction wheel	4	230					920 00
- Operator							
TOTAL OPERATED EQUIPMENT							4 Hours

QTY.	MISCELLANEOUS CHARGES	AMOUNT	TOTAL
1	Labor - Standard Demo - 4 Hours	105	420 00
TOTAL MISC.			4 Hours

TERMS: Net 30 days 1½% per month service charge on past due accounts.

Signed _____ CUSTOMER Date Received 10/30/25

I hereby acknowledge the satifactory completion of the above described work.

EQUIP.		
MISC.		
TAX		
TOTAL	1,340	00

VENTERRA ENVIRONMENTAL, INC.
ASBESTOS, LEAD, MOLD & DEMOLITION SPECIALISTS
301 Candelaria Rd.
Oxnard, Ca 93030
(805) 988-3000

Invoice

Date	Invoice #
11/10/2025	9981-STD-6

Bill To
Standard Demolition 1905 Lirio Avenue Ventura, CA 93004

P.O No.	Terms	Project
Rose Avenue Elementary	Due on receipt	9981-STD

Quantity	Description	Rate	Amount
1	Supply Supervision, Technicians, Material & Equipment on Time and Material Bases to Remove Unforeseen Asbestos Containing Transite Pipe & TSI Pipe Insulation Discovered During Demo of Foundations Per Contract 9981-STD-6 (220 S. Driskill St. Oxnard)	36,053.94	36,053.94

Total $36,053.94

Balance Due $36,053.94

Project No. : 9981-STD

Standard Industries

220 South Driskill Street

Oxnard, CA

DATE: 11/10/2025

Sub: VenTERRA Env.

COST PROPOSAL #: T & M Invoice

COST PROPOSAL

DESCRIPTION OF CHANGE: Supply Supervisor, technicians, material & equipment on a Time & Material bases to remove unforseen asbestos containing transite pipe & friable asbestos containing TSI pipe insulation discovered during demolition of fondations. Price includes manifesting, transportation & disosal of 3-40 yard bins of asbestos containing waste.

ITEM DESCRIPTION	MATERIALS & DISPOSAL			LABOR & PERDIEM			EQUIPMENT		
	QUANTITY	UNIT COST	EXTENSION	QUANTITY	RATE	EXTENSION	QUANTITY	UNIT COST	EXTENSION
1 Supervisor (10/16/25)				8	$ 120.00	$ 960.00			
3 Technicians (10/16/25)				14	$ 117.00	$ 1,638.00			
1 Supervisor (10/17/25)				8	$ 120.00	$ 960.00			
2 Technicians (10/17/25)				12	$ 117.00	$ 1,404.00			
1 Supervisor (10/20/25)				8	$ 120.00	$ 960.00			
3 Technicians (10/20/25)				24	$ 117.00	$ 2,808.00			
1 Supervisor (10/21/25)				8	$ 120.00	$ 960.00			
3 Technicians (10/21/25)				24	$ 117.00	$ 2,808.00			
1 Supervisor (10/22/25)				8	$ 120.00	$ 960.00			
2 Technicians (10/22/25)				16	$ 117.00	$ 1,872.00			
1 Supervisor (10/23/25)				8	$ 120.00	$ 960.00			
2 Technicians (10/23/25)				16	$ 117.00	$ 1,872.00			
1 Supervisor (10/24/25)				8	$ 120.00	$ 960.00			
3 Technicians (10/24/25)				20	$ 117.00	$ 2,340.00			
1 Supervisor (10/27/25)				4	$ 120.00	$ 480.00			
3 Technicians (10/27/25)				4	$ 117.00	$ 468.00			
VCAPCD Notification & Revision	1	$ 750.63	$ 750.63						
ACM Manifesting, Trnsportation & Dispsoal	3	$ 3,774.87	$ 11,324.61						
Materials	1	$ 1,568.70	$ 1,568.70						
SUBTOTALS:			$ 13,643.94			$ 22,410.00			$0.00

MATERIAL/OTHER COST	$13,643.94
TOTAL LABOR	$22,410.00
TOTAL EQUIPMENT	$0.00
TOTAL COST	$36,053.94

TOTAL COST **$36,053.94**

PREPARED & SUBMITTED BY: James G. Mier

TITLE/COMPANY: General Manager

allpaid

AllPaid
7820 Innovation Boulevard Suite 250
Indianapolis,IN 46278
24hr. Customer Service #: 888-604-7888

Asbestos Demolition/renovation Fees Payment Confirmation (Ref #: 48505605)

PLC: **Apcd**
A004CN **4567 Telephone Rd 2nd Floor**
Ventura, California 93003
For: Asbestos Demolition/renovation Fees

Date: 10/01/2025 18:27 EDT

TRANSACTION INFORMATION

Type Of Payment:	Abatement	**Transaction Reference #:**	48505605
Contact Name:	James Mier	**Transaction Date/Time:**	10/01/2025 18:27 EDT
Contact Phone Number:	(805)988-3000		
Email Address:	Jim@vtenv.com		
Contractor:	Venterra Environmental Inc.		
Project Address:	220 S Driskill St Oxnard, Ca 93030		
Project Start Date:	10/14/2025		
Asbestos Fee Amounts:	Abatement 100 ? 999 Sqft Acm = $279.32		

SENDERs INFORMATION

Senders Name:	James Mier
Address:	301 Candelaria Rd
City, State Zip:	Oxnard, Ca 93030
Phone #:	(805)988-3000
Card #:	xxxx-xxxx-xxxx-2018

PAYMENT INFORMATION

Approval #:	242254
TRANSFER AMOUNT:	$279.32
TRANSFER FEE:	$7.68
TOTAL PAYMENT AMOUNT:	$287.00
TOTAL TO RECIPIENT:	$279.32

Transfer Fee is non-refundable.

If you are a California resident, then the following also applies to you:

Right to Refund

You, the customer, are entitled to a refund of the money to be transmitted as the result of this agreement if AllPaid does not forward themoney received from you within 10 days of the date of its receipt, or does not give instructions committing an equivalent amount ofmoney to the person designated by you within 10 days of the date of the receipt of the funds from you unless otherwise instructed by you.If your instructions as to when the moneys shall be forwarded or transmitted are not complied with and the money has not yet beenforwarded or transmitted, you have a right to a refund of your money.

If you want a refund, you must mail or deliver your written request to AllPaid at 7820 Innovation Boulevard, Suite 250, Indianapolis, IN46278. If you do not receive your refund, you may be entitled to your money back plus a penalty of up to $1,000 and attorneys feespursuant to section 2102 of the California Financial Code.

Thank you for using AllPaid

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Form #: EUR

allpaid

AllPaid
7820 Innovation Boulevard Suite 250
Indianapolis,IN 46278
24hr. Customer Service #: 888-604-7888

Asbestos Demolition/renovation Fees Payment Confirmation (Ref #: 48710714)

PLC: Apcd
A004CN 4567 Telephone Rd 2nd Floor
Ventura, California 93003
For: Asbestos Demolition/renovation Fees

Date: 10/21/2025 14:44 EDT

TRANSACTION INFORMATION

Type Of Payment:	Revision	**Transaction Reference #:**	48710714
Contact Name:	James Mier	**Transaction Date/Time:**	10/21/2025 14:44 EDT
Contact Phone Number:	(805)988-3000		
Email Address:	Jim@vtenv.com		
Contractor:	Venterra Environmental Inc		
Project Address:	220 S Driskill St Oxnard, Ca 93030		
Project Start Date:	10/14/2025		
Asbestos Fee Amounts:	Revision = $64.46		

SENDERs INFORMATION

Senders Name:	James Mier
Address:	301 Candelaria Rd
City, State Zip:	Oxnard, Ca 93030
Phone #:	(805)988-3000
Card #:	xxxx-xxxx-xxxx-2018

PAYMENT INFORMATION

Approval #:	262665
TRANSFER AMOUNT:	$451.22
TRANSFER FEE:	$12.41
TOTAL PAYMENT AMOUNT:	$463.63
TOTAL TO RECIPIENT:	$451.22

Transfer Fee is non-refundable.

If you are a California resident, then the following also applies to you:

Right to Refund

You, the customer, are entitled to a refund of the money to be transmitted as the result of this agreement if AllPaid does not forward themoney received from you within 10 days of the date of its receipt, or does not give instructions committing an equivalent amount ofmoney to the person designated by you within 10 days of the date of the receipt of the funds from you unless otherwise instructed by you.If your instructions as to when the moneys shall be forwarded or transmitted are not complied with and the money has not yet beenforwarded or transmitted, you have a right to a refund of your money.

If you want a refund, you must mail or deliver your written request to AllPaid at 7820 Innovation Boulevard, Suite 250, Indianapolis, IN46278. If you do not receive your refund, you may be entitled to your money back plus a penalty of up to $1,000 and attorneys feespursuant to section 2102 of the California Financial Code.

Thank you for using AllPaid

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Form #: EUR

P.W.

Transit removal

VENTERRA ENVIRONMENTAL, INC.
ASBESTOS, LEAD, MOLD & DEMOLITION SPECIALISTS

Daily Job Ticket

JOB #9981-STD Transite

Today's Date 10-16-25

M T W (TH) FR SA

Personnel on job site:

Sup. A: 1 Emilio Alanis 4 Hrs
Worker 2 _____
Worker 3 Roberto Gomez 4 Hrs
Worker 4 _____
Worker 5 Juan M Garza 8 Hrs

Sup B: 6 Reynaldo Baez 8 Hrs
Worker 7 _____
Worker 8 _____
Worker 9 _____
Worker 10 _____

Time In 6:00 Meal Break Start 11:00 Meal Break End 11:30 Time Out 2:30

By signing I acknowledge that this accurately reflects hours worked and I have taken all breaks.

Total Hours Worked: 2 4 6 8 10 _____ **Approved**

Daily Project Report: Jobsite Name/Bldg.#: Standard Industries 220 South Rose St

Vehicle # 161, 135 Jobsite Address: Oxnard, Ca

☐ VAT/Mastic ☐ ASB Acoustic ☐ ASB Windows ☐ TSI ☐ Soft Demo
☐ Hard Demo ☐ Transite Shingles ☐ ASB Ducts ☐ ASB ☐ Vent Pipe
☐ Mold

Please describe any additional details as necessary:
Exposed transite pipe wrapped it and took down containment, stated exposing TSI pipe

P.W

Transite removal

VEN ENVIRONMENTAL, INC.
ASBESTOS, LEAD, MOLD & DEMOLITION SPECIALISTS

Daily Job Ticket

JOB # 9981-STD Transite

Today's Date 10-17-25

M T W TH (FR) SA

Personnel on job site:

Sup. A: 1 Emilio Aleman 6Hrs
Worker 2
Worker 3 Roberto Gomez 6Hrs
Worker 4
Worker 5

Sup B: 6 Reynaldo Baez 8Hrs.
Worker 7
Worker 8
Worker 9
Worker 10

Time In 6:00 Meal Break Start 11:00 Meal Break End 11:30 Time Out 2:30

By signing I acknowledge that this accurately reflects hours worked and I have taken all breaks.

Total Hours Worked: 2 4 6 (8) 10 [signature] **Approved**

Daily Project Report: Jobsite Name/Bldg.#: Standard Industries 220 South Drinkwater St

Vehicle # 161, 135 Jobsite Address: Oxnard, Ca

☐ VAT/Mastic ☐ ASB Acoustic ☐ ASB Windows ☐ TSI ☐ Soft Demo
☐ Hard Demo ☐ Transite Shingles ☐ ASB Ducts ☐ ASB ☐ Vent Pipe
☐ Mold

Please describe any additional details as necessary:
continued exposing pipe, cutting it, wrapping it and take it to dumpster

P.W.

Transite removal

VEN ENVIRONMENTAL, INC.
ASBESTOS, LEAD, MOLD & DEMOLITION SPECIALISTS

Daily Job Ticket

JOB # 9984 STP - Transite

Today's Date 10-20-25

(M) T W TH FR SA

Personnel on job site:

Sup. A: 1 Eulio Aleman
Worker 2 [redacted]
Worker 3 [redacted]
Worker 4 _____
Worker 5 Juan M Garcia

Sup B: 6 _____
Worker 7 _____
Worker 8 Roberto Gomez
Worker 9 _____
Worker 10 _____

Time In 6:00 Meal Break Start 11:00 Meal Break End 11:30 Time Out 2:30

By signing I acknowledge that this accurately reflects hours worked and I have taken all breaks.

Total Hours Worked: 2 4 6 (8) 10 _____ **Approved**

Daily Project Report: Jobsite Name/Bldg.#: Standard Industries 220 South Rice Rd 87

Vehicle # 141 Jobsite Address: Oxnard, Ca

☐ VAT/Mastic ☐ ASB Acoustic ☐ ASB Windows ☐ TSI ☐ Soft Demo
☐ Hard Demo ☐ Transite Shingles ☐ ASB Ducts ☐ ASB ☐ Vent Pipe
☐ Mold

Please describe any additional details as necessary:
continued exposing tsi pipe and wrapping it, cleaning up soil and taking waste to dumpster

P. W

VENTERRA ENVIRONMENTAL, INC.
ASBESTOS, LEAD, MOLD & DEMOLITION SPECIALISTS

9981-STD

Daily Job Ticket

JOB # ~~9981-STD~~

Today's Date 10-20-25 (M) T W TH FR SA

Personnel on job site:

Sup. A: 1		Sup B: 6	
Worker 2	Angel Lopez	Worker 7	
Worker 3		Worker 8	
Worker 4		Worker 9	
Worker 5		Worker 10	

Time In 6:30 Meal Break Start 11:00 Meal Break End 11:30 Time Out 3:00

By signing I acknowledge that this accurately reflects hours worked and I have taken all breaks.

Total Hours Worked: 2 4 6 (8) 10 _____ Approved

Daily Project Report: Jobsite Name/Bldg.#: Standard Industries 220 South Del Norte St

Vehicle # 161 Jobsite Address: Oxnard, Ca

☐ VAT/Mastic ☐ ASB Acoustic ☐ ASB Windows ☐ TSI ☐ Soft Demo
☐ Hard Demo ☐ Transite Shingles ☐ ASB Ducts ☐ ASB ☐ Vent Pipe
☐ Mold

Please describe any additional details as necessary:

"Helping out Standard"

P.W.

VENTURA ENVIRONMENTAL, INC.
ASBESTOS, LEAD, MOLD & DEMOLITION SPECIALISTS

Transite removal

Daily Job Ticket

JOB # 9981-STD Transite

Today's Date 10-21-25

M T W TH FR SA

Personnel on job site:

Sup. A: 1 Julio Aleman
Worker 2 _____
Worker 3 Roberto Gomez
Worker 4 Juan Morgat
Worker 5 _____

Sup B: 6 _____
Worker 7 _____
Worker 8 _____
Worker 9 _____
Worker 10 _____

Time In 6:30 Meal Break Start 11:00 Meal Break End 11:30 Time Out 3:00

By signing I acknowledge that this accurately reflects hours worked and I have taken all breaks.

Total Hours Worked: 2 4 6 8 10 _____ Approved

Daily Project Report: Jobsite Name/Bldg.#: Standard Industries 220 South Ventura St

Vehicle # 161 Jobsite Address: Oxnard, Ca

☐ VAT/Mastic ☐ ASB Acoustic ☐ ASB Windows ☐ TSI ☐ Soft Demo
☐ Hard Demo ☐ Transite Shingles ☐ ASB Ducts ☐ ASB ☐ Vent Pipe
☐ Mold

Please describe any additional details as necessary:
Finished other area wrapping tsi pipe and cleaning the dirt, took wash to dumpster, took down decors and caution tape. Also continued exposing transite pipe line around 50 Feet

P.W

VENTURA ENVIRONMENTAL, INC.
ASBESTOS, LEAD, MOLD & DEMOLITION SPECIALISTS

Daily Job Ticket

JOB # 9981-STD

Today's Date 10-21-25

M (T) W TH FR SA

Personnel on job site:

Sup. A: 1		Sup B: 6	
Worker 2	Angel Lopez	Worker 7	
Worker 3		Worker 8	
Worker 4		Worker 9	
Worker 5		Worker 10	

Time In 6:30 Meal Break Start 11:00 Meal Break End 11:30 Time Out 3:00

By signing I acknowledge that this accurately reflects hours worked and I have taken all breaks.

Total Hours Worked: 2 4 6 (8) 10 _____ **Approved**

Daily Project Report: Jobsite Name/Bldg.#: Standard Industries 220 South Rice Rd 67

Vehicle # 161 Jobsite Address: Oxnard, Ca

☐ VAT/Mastic ☐ ASB Acoustic ☐ ASB Windows ☐ TSI ☐ Soft Demo
☐ Hard Demo ☐ Transite Shingles ☐ ASB Ducts ☐ ASB ☐ Vent Pipe
☐ Mold

Please describe any additional details as necessary:

"Helping Out Standard"

P.W.

VENTERRA ENVIRONMENTAL, INC.
ASBESTOS, LEAD, MOLD & DEMOLITION SPECIALISTS

Transit removal

Daily Job Ticket

JOB # 9981-Std-Transite

Today's Date 10-22-25

M T (W) TH FR SA

Personnel on job site:

Sup. A: 1 Eulio Aleman
Worker 2 _____
Worker 3 JUAN A GARCIA T
Worker 4 _____
Worker 5 ROBERTO GOMEZ

Sup B: 6 _____
Worker 7 _____
Worker 8 _____
Worker 9 _____
Worker 10 _____

Time In 6:30 Meal Break Start 11:00 Meal Break End 11:30 Time Out 3:00

By signing I acknowledge that this accurately reflects hours worked and I have taken all breaks.

Total Hours Worked: 2 4 6 (8) 10 _____ **Approved**

Daily Project Report: Jobsite Name/Bldg.#: Standard Industries
220 South Dirkill St

Vehicle # 161 Jobsite Address: Oxnard, Ca

☐ VAT/Mastic ☐ ASB Acoustic ☐ ASB Windows ☐ TSI ☐ Soft Demo
☐ Hard Demo ☐ Transite Shingles ☐ ASB Ducts ☐ ASB ☐ Vent Pipe
☐ Mold

Please describe any additional details as necessary:
continued exposing transite pipe, caution taped area of work, put up debris, wrapped pipe with poly and bagged small waste, took waste to dumpster.

10/24/25.

P.W

Transite removal

VENTERRA ENVIRONMENTAL, INC.
ASBESTOS, LEAD, MOLD & DEMOLITION SPECIALISTS

Daily Job Ticket

JOB # 9981- Std-Transite

Today's Date 10-23-25

M T W (TH) FR SA

Personnel on job site:

Sup. A: 1 Emilio Altman
Worker 2 Juan M Garcia
Worker 3 _____
Worker 4 Roberto Gomez
Worker 5 _____

Sup B: 6 _____
Worker 7 _____
Worker 8 _____
Worker 9 _____
Worker 10 _____

Time In 6:30 Meal Break Start 11:00 Meal Break End 11:30 Time Out 3:00

By signing I acknowledge that this accurately reflects hours worked and I have taken all breaks.

Total Hours Worked: 2 4 6 (8) 10 _____ Approved

Daily Project Report: Jobsite Name/Bldg.#: Standard Industries 226 South Rockwell St

Vehicle # 161 Jobsite Address: Oxnard, Ca

☐ VAT/Mastic ☐ ASB Acoustic ☐ ASB Windows ☐ TSI ☐ Soft Demo
☐ Hard Demo ☐ Transite Shingles ☐ ASB Ducts ☐ ASB ☐ Vent Pipe
☐ Mold

Please describe any additional details as necessary:
Continued exposing transite pipe, contained area of work, put up decon, wrapped pipe with poly and pick up small pieces of transite bagged waste, took waste to dumpster, took down containment

10/24/25

P.W.

VENTURA ENVIRONMENTAL, INC.
ASBESTOS, LEAD, MOLD & DEMOLITION SPECIALISTS

Transite removal

Daily Job Ticket

JOB # 9981. STD - Transite

Today's Date 10-24-25

M T W TH FR SA

Personnel on job site:

Sup. A: 1 Evelio Alman 4 Hrs
Worker 2 Reynaldo Baez
Worker 3 Roberto Goma
Worker 4 Juan M Cervera
Worker 5 _____

Sup B: 6 _____
Worker 7 _____
Worker 8 _____
Worker 9 _____
Worker 10 _____

Time In 6:30 Meal Break Start 11:00 Meal Break End 11:30 Time Out 3:00

By signing I acknowledge that this accurately reflects hours worked and I have taken all breaks.

Total Hours Worked: 2 4 6 (8) 10 _____ **Approved**

Daily Project Report: Jobsite Name/Bldg.#: Standard Industries

Vehicle # 161, 135 Jobsite Address: 220 South Riskill St Oxnard, Ca

☐ VAT/Mastic ☐ ASB Acoustic ☐ ASB Windows ☐ TSI ☐ Soft Demo
☐ Hard Demo ☐ Transite Shingles ☐ ASB Ducts ☐ ASB ☐ Vent Pipe
☐ Mold

Please describe any additional details as necessary:

Continued wrapping transite up with poly, pick up small pieces of waste / took out waste to dumpster / and took down containment, started to expose another area where transite was found.

10/24/25.

Evelio worked 4 Hrs.

P.W.

VENTURA ENVIRONMENTAL, INC.
ASBESTOS, LEAD, MOLD & DEMOLITION SPECIALISTS

Transite removal

Daily Job Ticket

JOB # 9981 - Std - Transite

Today's Date 10-27-25

(M) T W TH FR SA

Personnel on job site:

Sup. A: 1 Eulio Aleman
Worker 2 _____
Worker 3 Juan M Garcia
Worker 4 _____
Worker 5 _____

Sup B: 6 _____
Worker 7 _____
Worker 8 _____
Worker 9 _____
Worker 10 _____

Time In 6:30 Meal Break Start _____ Meal Break End _____ Time Out 10:30

By signing I acknowledge that this accurately reflects hours worked and I have taken all breaks.

Total Hours Worked: 2 (4) 6 8 10 _____ Approved 10/27/25

Daily Project Report: Jobsite Name/Bldg.#: Standard Industries
220 South Diskeill St.

Vehicle # 161 Jobsite Address: _____

☐ VAT/Mastic ☐ ASB Acoustic ☐ ASB Windows ☐ TSI ☐ Soft Demo
☐ Hard Demo ☐ Transite Shingles ☐ ASB Ducts ☐ ASB ☐ Vent Pipe
☐ Mold

Please describe any additional details as necessary:
wrapped last dumpster with poly and loaded the remain of transite pipe / picle up all equipment and material label & took it to the shop

	Owner	[X]	Oxnard School District
Change	Architect	[X]	IBI Group
Order	Contractor	[X]	Balfour Beatty
Request (COR)	PM	[X]	CFW, Inc.

CHANGE ORDER REQUEST

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

Change Order Request #: 012

Date: 9-30-2025

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

The Contract is changed as follows:

Reference Cost Event 398 – Change Order Request #12 – Security Surveillance Services This change order includes **security surveillance services** and **portable lighting equipment** for the duration of the project from **September 30, 2025 through March 31, 2026**.	$ 42,684.00

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

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

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2025-09-30	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	9-30-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

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

Description of Work:

Reference Cost Event 398 – Change Order Request #12 – Security Surveillance Services

This change order includes **security surveillance services** and **portable lighting equipment** for the duration of the project from **September 30, 2025 through March 31, 2026**.

A.	**Subcontractor's Cost**				
	EarthCam	$	25,012.90		
	O&P @ 10%	$	2,501.29		
	Insurance @ 1%	$	275.14		
	Taft Electric				
	Temp Power Install & Demob for Portable Lights (16 hours)	$	3,400.00		
			Subtotal B:	**$**	**31,189.33**
B.	**General Contractor's Cost**				
	Material (See attached supporting documentation.)	$	7,851.99		
	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:	**$**	**7,851.99**
C.	**General Contractor's Overhead and Profit***	* N/A for Contingency Draw Requests			
	Overhead & Profit 5% of Subtotal A	$	1,559.47		
	Overhead & Profit 10% of Subtotal B	$	785.20		
			Subtotal C:	**$**	**2,344.67**
D.	**Bond at 1%**		**Subtotal D:**	**$**	**426.84**
E.	**Builders Risk Insurance at 1%**		**Subtotal E:**	**$**	**426.84**
F.	**General Liability at 1.04%**		**Subtotal F:**	**$**	**443.91**
	Grand Total = (A + B + C + D + E + F)			**$**	**42,684.00**

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

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2025-09-30

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

EarthCam.net
Webcam Technology Experts

Proposal Number:
PN093025800199

Rafael Alamillo
Balfour Beatty
10000 Washington Blvd Ste 07-102
Culver City, CA 90232

805-208-7462
805.208.7462 (Mobile)
RAlamillo@Balfourbeattyus.com

Ship to:
Rafael Alamillo
Balfour Beatty
220 S. Driskill St
Oxnard, CA 93030

805.208.7462
805.208.7462 (Mobile)
RAlamillo@Balfourbeattyus.com
Project: Old Rose Elementary

CAMERA SYSTEMS		Quantity	Price	Total
Rental: SecurityCam XIR *4G Wireless Data Service*	(6 mos)	2	$390	$4,680
Heavy-Duty Mounting Brackets		2	$100	$200
JOBSITE SERVICES				
Certified Installation Service - Standard		2	$3,250	$6,500
Certified Removal Service - Standard		2	$1,500	$3,000
SOFTWARE SERVICES - CONTROL CENTER				
Live Streaming Robotic Software & Archiving Service • Live video, user-controllable PTZ with multiple archiving every 5 minutes • On-demand AI-edited time-lapse video with music and on-screen graphics • Project management integration (Autodesk, CMiC, Procore, Raken, Salesforce)	(6 mos)	2	$850	$10,200
360° Cinematic Panoramas - Daily		2		Included
Security Video Recording • Smart object detection and alerts • Fully encrypted continuous recording - up to 60 days • EVR timeline interface for easy access to trim, download and share events		2		Included

LTL Freight	Included
CA Tax	$432.90
Total	**$25,012.90**

ADDITIONAL MANAGED SERVICES

Full Service Support *Dedicated customer service, technical support and unlimited training*	1	Included
AI Media Dashboard Analytics *Daily visualization of jobsite activity, PPE, equipment and waste*	1	Included
Data Dashboard - System Status & Performance *AC/solar/battery power, recording capacity and network display*	1	Included
Weather Dashboard *Alerts, advisories and a complete environmental record of your project*	1	Included
Broadway Media Player with Time-Lapse Theater *Customizable public web page to share your project*	1	Included
4K Time-Lapse Movie & End of Project Digital Download *Professionally edited video and entire image archive with software*	1	Included

Notes

Discounted Pricing Based on 6 Month Project Duration

BUY NOW

Thank you!

We appreciate your business and, more importantly, we want you to be a satisfied customer.
If you have any questions, please contact me at dcurry@earthcam.com.

To view our Frequently Asked Questions visit: www.earthcam.net/FAQ

Your Account Manager:
Dylan Curry 619-348-6327
Proposal created by MaryKate Fallotico

Date Generated: 09/30/25. This proposal is confidential and valid for 15 days. All prices are quoted in US Dollars. While EarthCam, Inc. will endeavor to meet the customer's desired delivery date, no shipment date can be scheduled until after order is accepted by EarthCam, Inc. Payment in full must precede acceptance, which may be made by cash, cleared check, Fed wire, ACH or major credit card. All sales are final. All orders and services are subject to force majeure. All services shall automatically renew for successive one (1) month periods and continue until customer shall provide thirty (30) days written notice of termination to EarthCam, Inc. Any and all liability arising out of products or services included in this proposal, however or whenever arising, shall not, under any and all circumstances, exceed the actual payments received by EarthCam, Inc. in connection therewith or one month's service fee, whichever is less. In no event shall EarthCam, Inc. be liable for any special, incidental or consequential damages. Lifetime camera warranty for active software subscribers. Additional parts covered under standard 1 year manufacturer warranty.

What's Included

BUY NOW

SecurityCam XIR - Live streaming, PTZ and IR night vision

Ideal for mid-size projects — typically 9 months or more — for wide area coverage and continuous video recording



- User-Controllable PTZ
- Continuous Video Recording
- 32x Optical Zoom
- Automatic Day & Night
- Instant Live Snapshot
- Secure HTTPS Compliant
- 360° Cinematic Panoramas
- Lifetime Warranty

NDAA Compliant

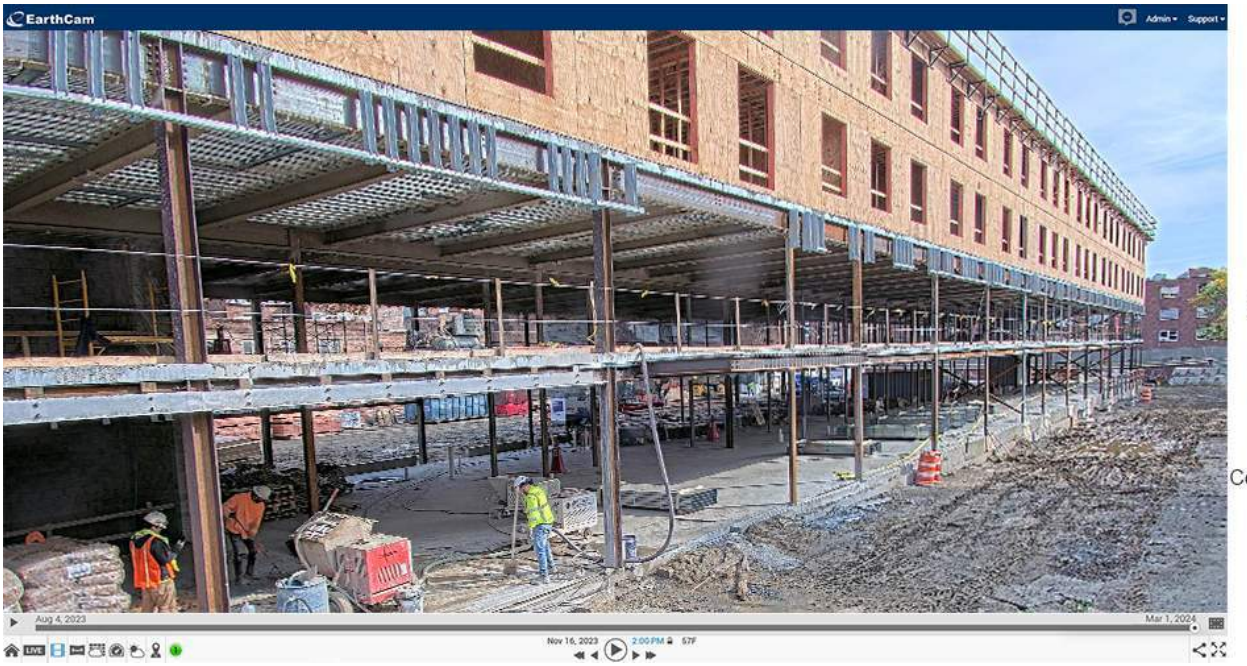
To Download Specifications, click here

Certified Installation & Removal Services



Terms and conditions.

Software Services - Control Center





Live Security Interface



Create & Manage Alerts



Continuous Video Recording



Mobile App Flexibility

Integration Partners

AUTODESK CMiC CONTRACTOR PLUS esri INEIGHT infotech PROCORE Projectmates Raken salesforce

What's Included

BUY NOW

Full Service Support



24/7 Full-Service Support

EarthCam University Unlimited Training

Live Chat Online Help Desk

Highly Rated & Accountable

Certified & Trusted

Satisfaction Guaranteed

Weather, Data & AI Media Dashboards



Live & Historical Weather Data



System Status & Performance



AI Alerts & Advisories

Solar/Battery Power

Alerts

Recording Capacity

Reports

Forecasts

System Status

Jobsite Intelligence

Network Display

Create & Manage Alerts

AI Object Detection

Customizable Schedules

Push Alerts in Real-Time



What's Included

BUY NOW

Security Video Recording



4K Time-Lapse Movie & End of Project Digital Download

Customized Music and Graphics

Hand-Picked Image Selection

Royalty-Free Archive Player

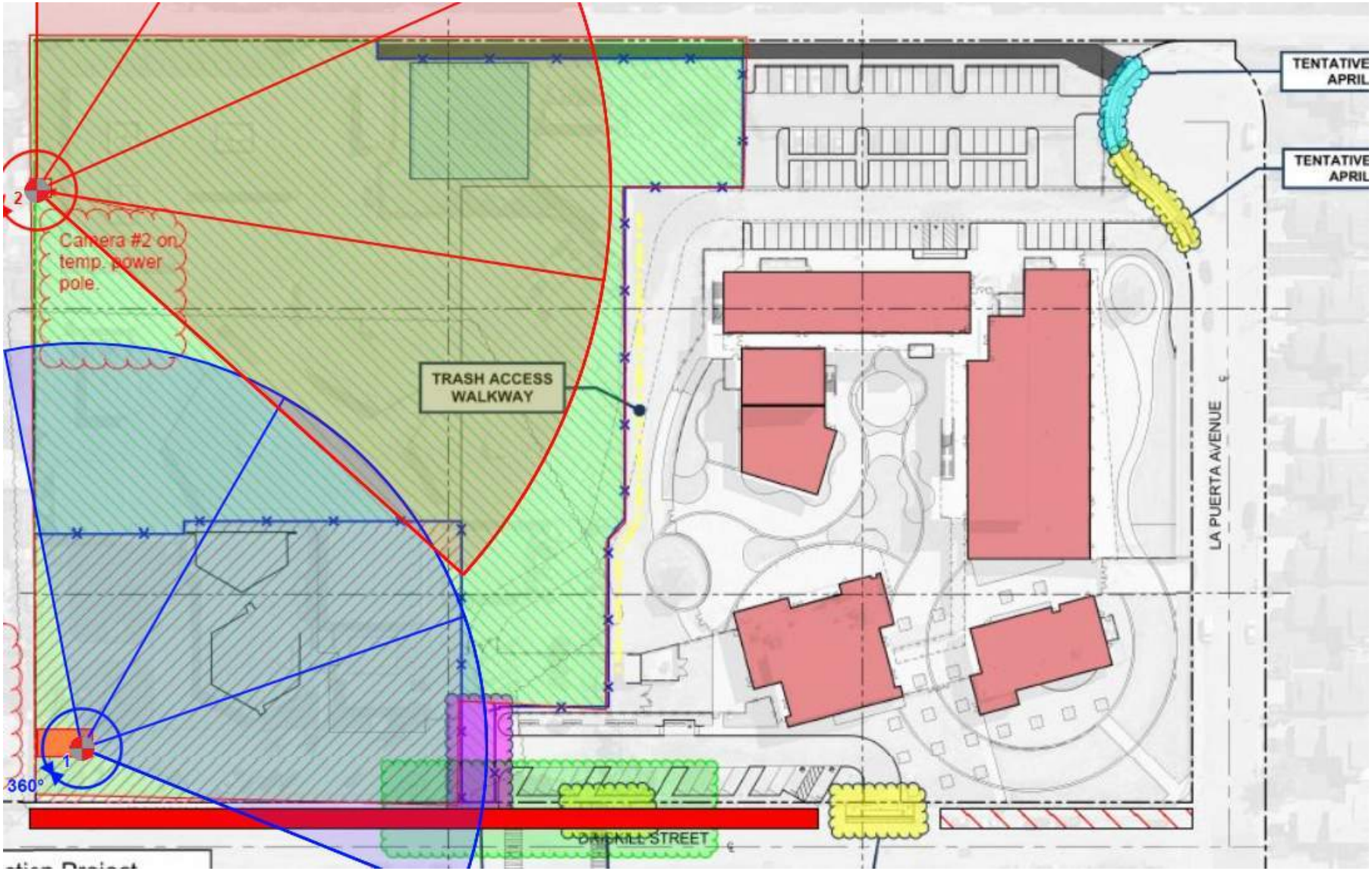
Visit our YouTube channel: www.youtube.com/earthcam



Thank you!

We appreciate your business and, more importantly, we want you to be a satisfied customer.
If you have any questions, please contact me at dcurry@earthcam.com.

To view our Frequently Asked Questions visit: www.earthcam.net/FAQ



1) SecurityCam XIR
Pan: 360°
Custom AOV: 41°
Power Option: 120VAC
Mount Option: Roof (NPRM)
Data Option: EC Cellular

2) SecurityCam XIR
Pan: 360°
Custom AOV: 33°
Power Option: 120VAC
Mount Option: Pole (Exterior)
Data Option: EC Cellular

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Account Manager: Dylan Curry
+1 (201) 488-1111 x1672 • dcurry@earthcam.co

Cart

Rentals



2000 Watt Portable Light Cart 115V $6,520

– 2 + Remove

Order summary

Rental subtotal	$6,520
Purchases subtotal	-
Round-trip delivery	$543.46
Rental protection plan	-
Prepay Fuel Option	-
Environmental Service Fee	-
Other fees	$146.72
Taxes	$641.81
Estimated subtotal:	$7,851.99

Continue to checkout



GET SUPPORT

Need help finding the right equipment?

Call us at 866-296-4214 and we will make it happen.

SUNBELT RENTALS

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Terms and Conditions US / CA | Privacy Policy US / CA | Site map

AMENDMENT NO. 002 to CONSTRUCTION SERVICES AGREEMENT #17-158

The Lease Leaseback Agreement ("Agreement") entered into on November 17th, 2017, by and between the Oxnard School District ("District") and Balfour Beatty Construction, LLC, ("Contractor"), is hereby amended by the parties as set forth in this Amendment No. 002 to Construction Services Agreement #17-158 that is incorporated herein for all purposes.

RECITALS

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

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

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

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

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

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

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

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

WHEREAS, the Board recognizes that the timing of the certain components of work that must all be approved by City of Oxnard and allowing the Contractor to proceed with construction;

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

AMENDMENT NO. 002

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

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

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

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

SECTION 12. PERSONNEL ASSIGNMENT

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

APPROVED:

Balfour Beatty Construction, LLC:

Emily Kay JB

Signature

Emily Kay, President, California Division

Typed Name/Title

02/10/2025

Date

OXNARD SCHOOL DISTRICT:

Signature

Melissa Reyes, Director, Purchasing

Typed Name/Title

2/10/25

Date

AMENDMENT NO. 002 to CONSTRUCTION SERVICES AGREEMENT #17-158

EXHIBIT A

Scope of Work

DRAWINGS

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

PROJECT DESCRIPTION

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

CITY OF
OXNARD
CALIFORNIA

DEVELOPMENT SERVICES DEPARTMENT
STREET IMPROVEMENT PLAN COVER SHEET

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

GENERAL NOTES

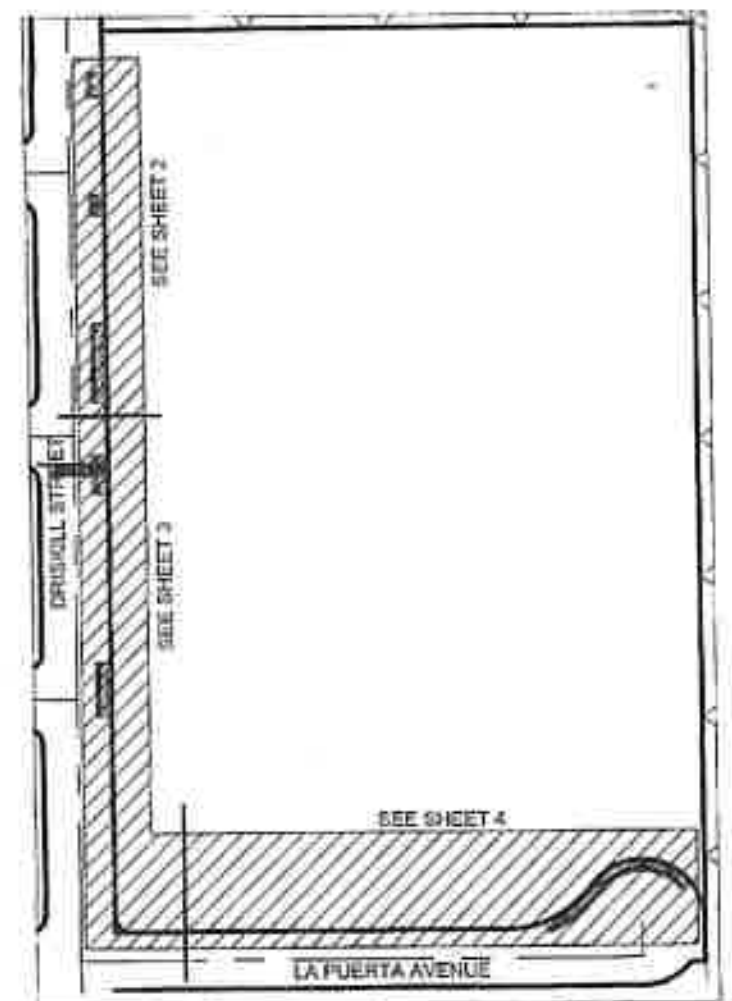
1. STREETS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE LATEST EDITIONS OF THE CITY OF OXNARD DEPARTMENT OF PUBLIC WORKS STANDARDS, "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (SSPWC), AND THE CITY OF OXNARD STANDARD LAND DEVELOPMENT SPECIFICATIONS.
2. CONTRACTOR SHALL NOTIFY THE CITY INSPECTION DIVISION AND ALL OTHER INTERESTED PARTIES AND ARRANGE FOR A PRECONSTRUCTION CONFERENCE 48 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION (PHONE 385-7840).
3. AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE REGIONAL NOTIFICATION CENTER (UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA-U.S.A. AT 1-800-422-4133) TO OBTAIN AN INQUIRY IDENTIFICATION NUMBER AND TO REQUEST THE UTILITY OWNERS TO MARK OR OTHERWISE INDICATE THE LOCATION OF THEIR SUBSURFACE FACILITIES. THE CONTRACTOR SHALL DETERMINE THE LOCATION AND DEPTH OF ALL UTILITIES INCLUDING ALL SERVICE CONNECTIONS WHICH HAVE BEEN MARKUP BY THE RESPECTIVE OWNERS AND WHICH MAY AFFECT OR BE AFFECTED BY ITS OPERATIONS. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT ALL UTILITIES AND ALL STRUCTURES FOUND AT THE SITE.
4. ALL PERMITS NECESSARY PRIOR TO BEGINNING CONSTRUCTION SHALL BE OBTAINED BY THE CONTRACTOR.
5. THROUGHOUT ALL PHASES OF CONSTRUCTION, INCLUDING SUSPENSION OF WORK, UNTIL FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL KEEP THE WORK SITE CLEAN AND FREE FROM RUBBISH AND DEBRIS. THE CONTRACTOR SHALL ALSO ABATE DUST NUISANCE BY CLEANING, SWEEPING AND SPRINKLING WITH WATER AND USING DUST FENCES OR OTHER METHODS AS DIRECTED BY THE CITY THROUGHOUT THE CONSTRUCTION OPERATION.
6. THE DEVELOPER'S ENGINEER SHALL KEEP A STRICT RECORD OF ALL CHANGES AND SUBMIT THIS RECORD TO THE CITY OF OXNARD DEVELOPMENT SERVICES DEPARTMENT. CERTIFIED "AS-BUILT" PLANS SHALL BE PROVIDED TO THE CITY OF OXNARD BY THE DEVELOPER'S ENGINEER BEFORE THE RELEASE FOR OCCUPANCY WILL BE ISSUED.
7. ALL DAMAGE CAUSED TO PUBLIC STREETS, INCLUDING HAUL ROUTES, ALLEYS, SIDEWALKS, CURBS OR STREET FURNISHINGS, OR TO PRIVATE PROPERTY SHALL BE REPAIRED AT THE SOLE EXPENSE OF THE CONTRACTOR TO THE ENGINEER'S SATISFACTION.
8. THE CONTRACTOR SHALL REMOVE AND REPLACE ANY EXISTING BROKEN OR DAMAGED SIDEWALK, CURB, GUTTER OR ASPHALT PAVING (PATCH, REPAIR OR OVERLAY) AND UPGRADE THE ALLEY ADJACENT TO THE PROPERTY TO CURRENT CITY STANDARDS AS DIRECTED BY THE CITY INSPECTOR.
9. SAWCUTTING OF EXISTING PAVEMENT SHALL BE TO A CLEAN STRAIGHT EDGE AS DIRECTED BY THE CITY INSPECTOR.
10. PAVEMENT REMOVAL AND REPLACEMENT SHALL BE IN CONFORMANCE WITH THE CITY OF OXNARD STANDARDS AND SPECIFICATIONS. COMPACTION EFFORTS SHALL NOT DISTURB ADJACENT STREET STRUCTURAL SECTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE.
11. ALL UNDERGROUND SEWER, STORM DRAIN, AND WATER PIPELINES, ELECTRIC POWER, TELEPHONE OR CABLE TV CONDUITS AND CABLE AND GAS PIPELINES SHALL BE INSTALLED PRIOR TO CONSTRUCTION OF CURBS, GUTTERS, SIDEWALKS, AND PAVEMENT.
12. WHERE JOINING THE EXISTING PAVEMENT, SAWCUT TO SOUND PAVEMENT AND OVERLAY AS REQUIRED TO PROVIDE PROPER GRADE AND 2% CROSS-SLOPE. ANY UNSOUND PAVEMENT SHALL BE REPLACED.
13. THE DEVELOPER SHALL OBTAIN FINAL APPROVAL OF REIMBURSEMENT AMOUNTS PRIOR TO BEGINNING CONSTRUCTION ON REIMBURSABLE ITEMS.
14. ALL WATER WELLS LOCATED WITHIN THE SITE SHALL BE REPORTED TO THE CITY OF OXNARD WATER SUPERINTENDENT PRIOR TO THEIR MODIFICATION OR DESTRUCTION (CITY OF OXNARD ORDINANCE NO. 2219).
15. STATIONS SHOWN ON STREET IMPROVEMENT DRAWINGS ARE ALONG CENTERLINE OF STREET.
16. THE CONTRACTOR IS REQUIRED TO PROTECT ALL EXISTING SURVEY MONUMENTATION DURING GRADING AND ALL SUBSEQUENT CONSTRUCTION. CONTRACTOR SHALL GIVE THE ENGINEER ADEQUATE NOTICE, BEFORE DISTURBING SAID MONUMENTS, SO THE ENGINEER CAN REPLACE OR RELOCATE ANY EXISTING SURVEY MONUMENTATION.
17. ALL MANHOLE RIMS, LIDS, VALVE BOXES AND OTHER STREET APPURTENANCES SHALL BE SET TO FINISH GRADE BY THE CONTRACTOR AS PART OF THIS PROJECT.
18. STREET LIGHTS, STREET NAME SIGNS AND TRAFFIC SIGNS SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE CITY STANDARDS AND SUBJECT TO THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS. CONSTRUCT STANDARD ACCESS RAMP FOR THE PHYSICALLY DISABLED PER CITY STANDARD PLAN PLATE 110 AT EACH CURB RETURN AT EVERY INTERSECTION HAVING SIDEWALK.
19. **THE WORK SHOWN ON THESE PLANS IS NEW CONSTRUCTION SUBJECT TO THE REVIEW, APPROVAL AND INSPECTION BY THE CITY OF OXNARD.**

CAUTION: UNDERGROUND STRUCTURES

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

LEGEND:

PROPOSED SPOT ELEVATION	395.00 FS
EXISTING SPOT ELEVATION	(395.00) FS
FLOW (DIRECTION AND SLOPE)	2.00%
PROPERTY LINE	
FIRE HYDRANT	
STREET LIGHT	
GRADE BREAK	
NEW CONCRETE	
NEW ASPHALT CONCRETE (FULL DEPTH)	
GRIND AND OVERLAY WITH NEW AC PAVEMENT (2" MIN)	



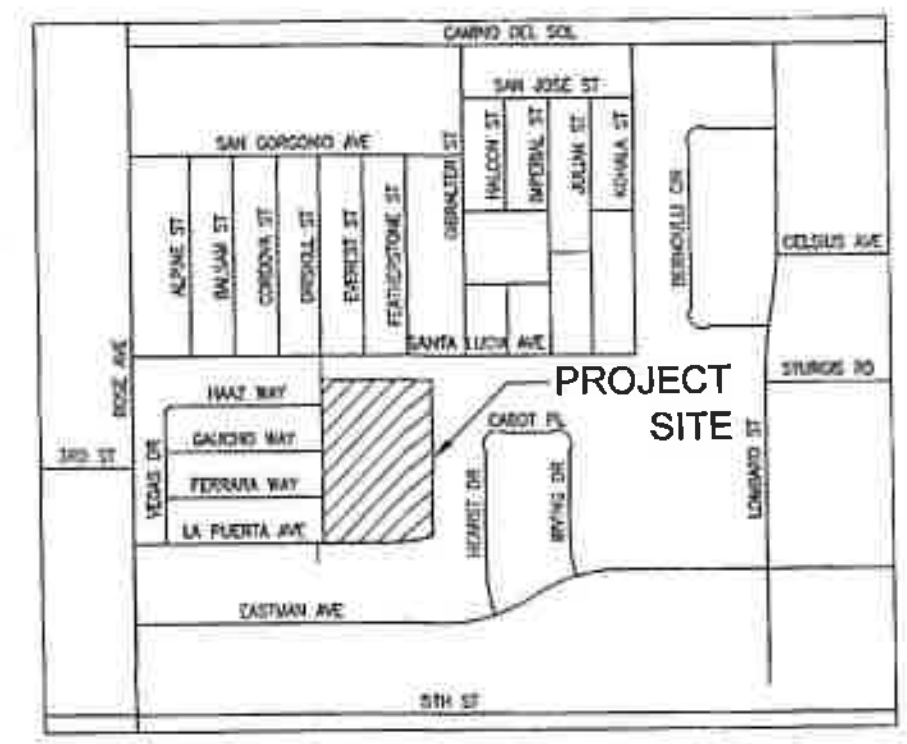
KEY MAP
SCALE: 1" = 100'

ABBREVIATIONS:

AC	ASPHALTIC CONCRETE	EX. OR EXIST.	EXISTING	MH	MANHOLE	STD	STANDARD
BW	BACK OF WALK	EG	EDGE OF GUTTER	NTS	NOT TO SCALE	TC	TOP OF CURB
BLDG	BUILDING	FDC	FIRE DEPARTMENT CONNECTION	PA	PLANTER AREA	TELE	TELECOMMUNICATIONS
BM	BENCH MARK	FF	FINISHED FLOOR	PIV	POST INDICATOR VALVE	TG	TOP OF GRATE
BOS	BOTTOM OF STAIRS	FG	FINISHED GRADE (LANDSCAPE)	PCC	PORTLAND CEMENT CONCRETE	VAR	VARIABLE
CB	CATCH BASIN	FS	FINISHED SURFACE (HARDSCAPE)	PL	PROPERTY LINE	VERT	VERTICAL
CI	CAST IRON	FH	FIRE HYDRANT	POC	POINT OF CONNECTION	VCP	VITRIFIED CLAY PIPE
CL	CENTER LINE	FT	FOOT OR FEET	R	RIDGE LINE	WM	WATER METER
CMU	CONCRETE MASONRY UNIT	FS	FIRE SERVICE	RTNG	RETAINING	W	WATER, WIDTH, WEST
CO	CLEANOUT	GV	GATE VALVE	REV	REVISED, REVISION		
CONC	CONCRETE	HDPE	HIGH DENSITY POLYETHEYNE	R/W	RIGHT OF WAY		
CF	CURB FACE	HP	HIGH POINT	S	SEWER, SOUTH		
DW	DOMESTIC WATER	INV.	INVERT	SD	STORM DRAIN		
EL OR ELEV	ELEVATION	LP	LOW POINT	SDWK	SIDEWALK		
ELEC	ELECTRIC, ELECTRICAL	MAX.	MAXIMUM	SF	SQUARE FOOT		
		MIN.	MINIMUM	SS	SANITARY SEWER		
				STA	STATION		

INDEX TO PROJECT DRAWINGS

SHEET NO.	DESCRIPTION
1	TITLE SHEET & GENERAL NOTES
2	DRISKILL STREET IMPROVEMENTS
3	DRISKILL STREET IMPROVEMENTS
4	LA PUERTA AVENUE IMPROVEMENTS
5	WATER TITLE SHEET & GENERAL NOTES
6	WATER PLAN
7	WATER PROFILE
8	SIGNING & STRIPING PLAN



VICINITY MAP
SCALE: N.T.S.

21-3856

LAND DEVELOPMENT PERMIT NO. NP 21-05

APPROVAL BY CONSULTANTS

THIS PLAN IS ACCEPTABLE IN REGARD TO SOILS AND GEOLOGIC CONDITIONS AND CONFORMS TO THE RECOMMENDATIONS OF SUPPORTIVE REPORTS.

SOILS ENGINEERING REPORT(S) No. 30-1393G.r1 11-27-17 DATED
30-1393T 2-17-23 DATED
DATED

ENGINEERING GEOLOGIC REPORT No. 30-1393G.r1 11-27-17 DATED

BY: Dharmesh Amin 10/29/24 2553 G.E.
SOILS ENGINEER

COMPANY: CONSTRUCTION TESTING AND ENGINEERING, MARCH 21 2023

BY: [illegible] 2385 G.E.
ENGINEERING GEOLOGIST

COMPANY: CONSTRUCTION TESTING AND ENGINEERING, MARCH 21 2023

BENCH MARK

VENTURA COUNTY BENCHMARK 44-2, VCPID 588
ELEVATION 58.44 NAVD 88

F.E.M.A.

FLOOD ZONE FROM F.I.R.M. ____
BASE FLOOD ELEVATION ____ (REQUIRED FOR ALL "A" OR "V" ZONES)

EARTHWORK QUANTITIES:
CUT= ____ CU. YDS.
FILL= ____ CU. YDS.
EXPORT= ____ CU. YDS.
IMPORT= ____ CU. YDS.
DESIGNATED SITE FOR IMPORT/EXPORT:

OWNER'S AGENT

AGENT DANA MILLER
24 HRS. PHONE No. (805) 816-0717

NOTICE OF INTENT

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

PREPARED BY:
BRANDOW & JOHNSTON
C80534 R.C.E. No. 3-14-2023 DATE

PLACE THE ENGINEER'S SEAL IN THIS SPACE
12/09/2024

AS-BUILT CERTIFICATE

I HEREBY CERTIFY THAT THE WORK SHOWN ON DRAWING No. ____ SHEET No. ____ THROUGH ____, MARKED AS "RECORD DRAWING" HAS BEEN CONSTRUCTED IN CONFORMANCE WITH LINES AND GRADES AS SHOWN ON SAID PLANS, DRAWINGS, REFERENCED SPECIFICATIONS, AND APPROVED CHANGE ORDERS, AS INDICATED IN THE REVISION BLOCK.

DATE ____ SIGNATURE ____ R.C.E. No. ____

DIGALERT
DIAL TOLL FREE 1-800-422-4133
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

RECOMMENDED FOR APPROVAL

DEPARTMENT	SIGNATURE	TITLE	DATE
PUBLIC WORKS	[illegible]	CITY ENGINEER	12/17/24
TRAFFIC	[illegible]	ASSOC. ENGINEER	11/19/24
FIRE	[illegible]	FIRE MARSHAL	11/15/24
PLANNING	N/A		

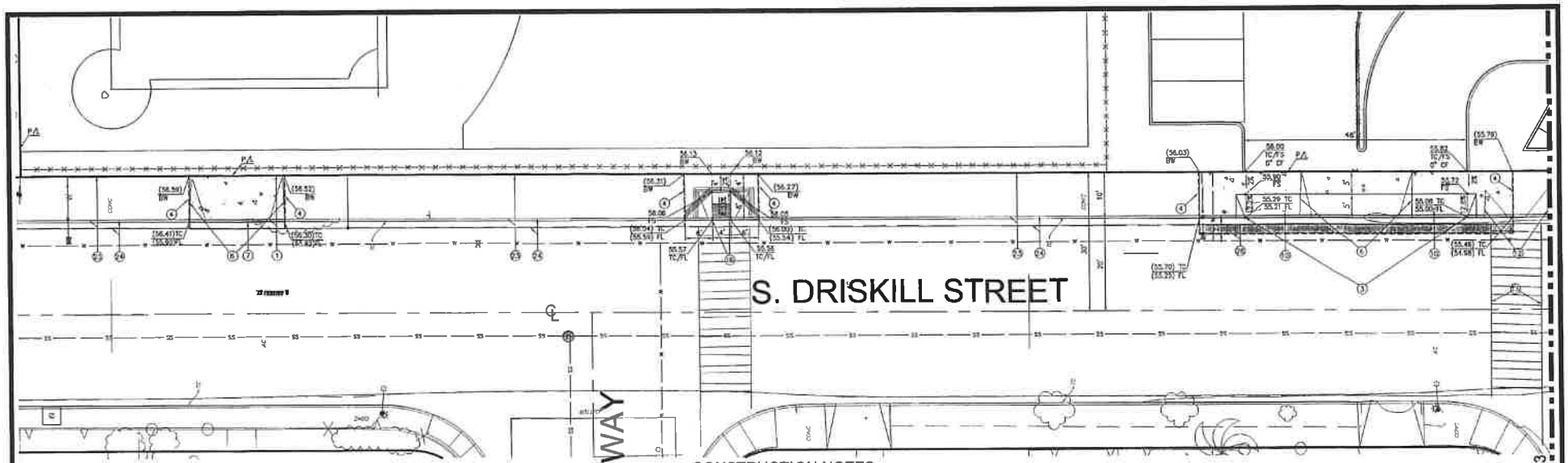
REVISIONS

MARK	DATE	DESCRIPTION	BY

REVIEWED BY: [illegible] 12-6-2024 DATE

OXNARD
DEVELOPMENT SERVICES DEPARTMENT
STREET IMPROVEMENT PLAN
TITLE SHEET & GENERAL NOTES
APPROVED: [illegible] 12/19/24
SHEET No. 1 of 8
21-28A

21-3856 | GC Set



CONSTRUCTION NOTES

1. CONSTRUCT 4" THICK CONCRETE SIDEWALK PER CITY OF OXNARD STD. PLAN PLATE 112 SHEET 1.
2. CONSTRUCT 8" THICK W/ REBAR MODIFIED COMMERCIAL DRIVEWAY W=38', Z=X=6', Y=3', PER CITY OF OXNARD STD. PLAN PLATE 115.
3. CONSTRUCT 8" THICK W/ REBAR COMMERCIAL DRIVEWAY W=48', PER CITY OF OXNARD STD. PLAN PLATE 115.
4. SAWCUT EXISTING PAVEMENT & JOIN. SIDEWALK SHALL BE CUT AT THE NEAREST JOINT.
5. INSTALL SIGN&POST W11-2, W16-7P.
6. EXISTING DRIVEWAY TO BE REMOVED.
7. CONSTRUCT CONCRETE CURB AND GUTTER, TYPE A2-6(150) ON 6"CAB PER PER CITY OF OXNARD STD. PLAN PLATE 111.
8. HOUSE CONNECTION SEWER PER PER CITY OF OXNARD STD. PLAN PLATE 405.
9. CONSTRUCT 8" THICK W/ REBAR MODIFIED COMMERCIAL DRIVEWAY W=18', Z=X=6', Y=3', PER CITY OF OXNARD STD. PLAN PLATE 115.
10. REMOVE EXISTING STREET SIGN.
11. CONSTRUCT CURB RAMP CASE B TYPE 1 PER CITY OF OXNARD STD. PLAN PLATE 110 SHEET 4.
12. REMOVE EXISTING CURB RAMP.
13. REMOVE EXISTING STRIPING.
14. CONSTRUCT 8" THICK W/ REBAR COMMERCIAL DRIVEWAY W=25', PER CITY OF OXNARD STD. PLAN PLATE 115.
15. CONSTRUCT CONCRETE CURB, TYPE A1-6 ON 6"CAB PER PER CITY OF OXNARD STD. PLAN PLATE 111.
16. REMOVE EXISTING CURB RAMP AND CONSTRUCT CURB RAMP CASE A TYPE 1 PER CITY OF OXNARD STD. PLAN PLATE 110 SHEET 1.
17. INSTALL 6" ABS SANITARY SEWER PIPE AT 2% MINIMUM SLOPE.
18. PROPOSED PARALLEL PARKING STALL STRIPING PER CITY OF OXNARD STANDARDS.
19. CONSTRUCT SIDEWALK DRAIN PIPE PER CITY OF OXNARD STD. PLAN PLATE 122. TO BE PRIVATELY MAINTAINED.
20. CONSTRUCT CURB RAMP CASE A TYPE 5 PER CITY OF OXNARD STD. PLAN PLATE 110 SHEET 3.
21. INSTALL 18" RCP STORM DRAIN PIPE AT 0.5% MINIMUM SLOPE.
22. STORM DRAIN JUNCTION STRUCTURE NO. 2 PER CITY OF OXNARD STD. PLAN PLATE 522. STORM DRAIN CONNECTION WILL NOT BE ALLOWED UNTIL BOTH DETENTION AREAS AND STORMWATER QUALITY BMPS ARE CONSTRUCTED AND OPERATIONAL.
23. PROTECT IN PLACE EXISTING CONCRETE SIDEWALK.
24. PROTECT IN PLACE EXISTING CURB AND GUTTER.
25. INSTALL LADDER CROSSING PER CALTRANS STD PLAN. A24F.
26. CONSTRUCT ASPHALT PAVEMENT PER CITY OF OXNARD STD. PLAN PLATE 115. Z-CONSTRUCT FOR COMMERCIAL.
27. INSTALL CPS UNIT, PER UNITED STORMWATER OR APPROVED EQUAL, AT EXISTING CURB OPENING CATCH BASIN.

DRISKILL STREET PLAN

NORTH

0' 5' 10' 20'

GRAPHIC SCALE : 1"=10'

MATCHLINE - SEE SHEET 3

12/09/2024

AS-BUILT CERTIFICATE

I HEREBY CERTIFY THAT THE WORK SHOWN ON DRAWING No. _____ SHEET No. ____ THROUGH ____, MARKED AS "RECORD DRAWING", HAS BEEN CONSTRUCTED IN CONFORMANCE WITH LINES AND GRADES AS SHOWN ON SAID PLANS, DRAWINGS, REFERENCED SPECIFICATIONS, AND APPROVED CHANGE ORDERS, AS INDICATED IN THE REVISION BLOCK.

DATE _____ SIGNATURE _____ R.C.E. No. _____

REVISIONS			
MARK	DATE	DESCRIPTION	BY

OXNARD — DEVELOPMENT SERVICES DEPARTMENT

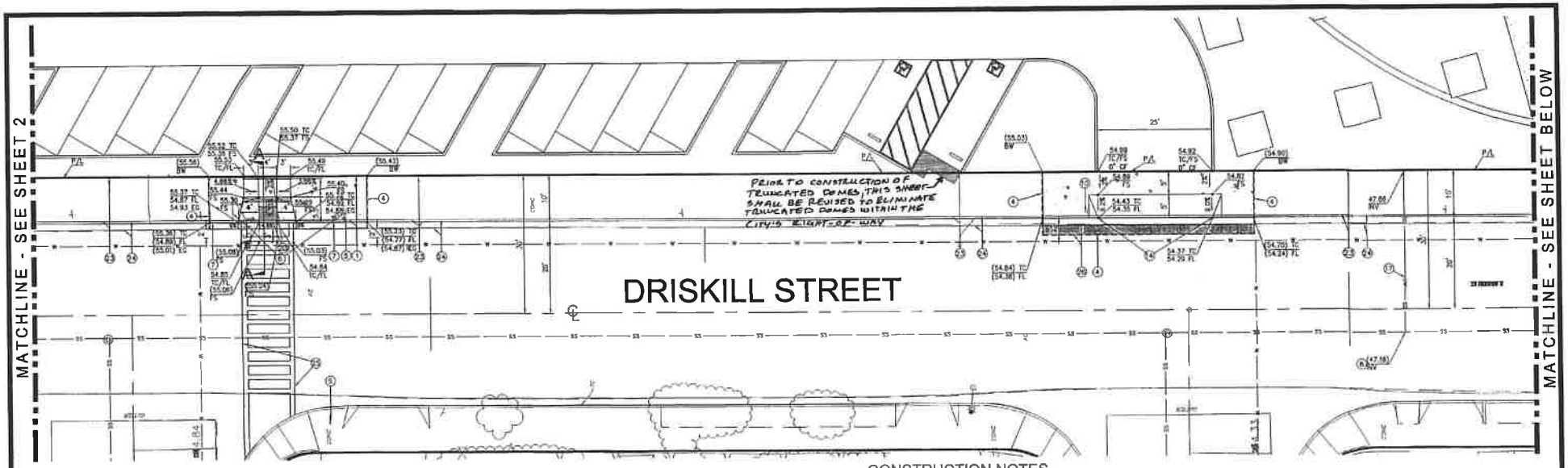
STREET IMPROVEMENT PLAN
DRISKILL STREET IMPROVEMENT PLAN

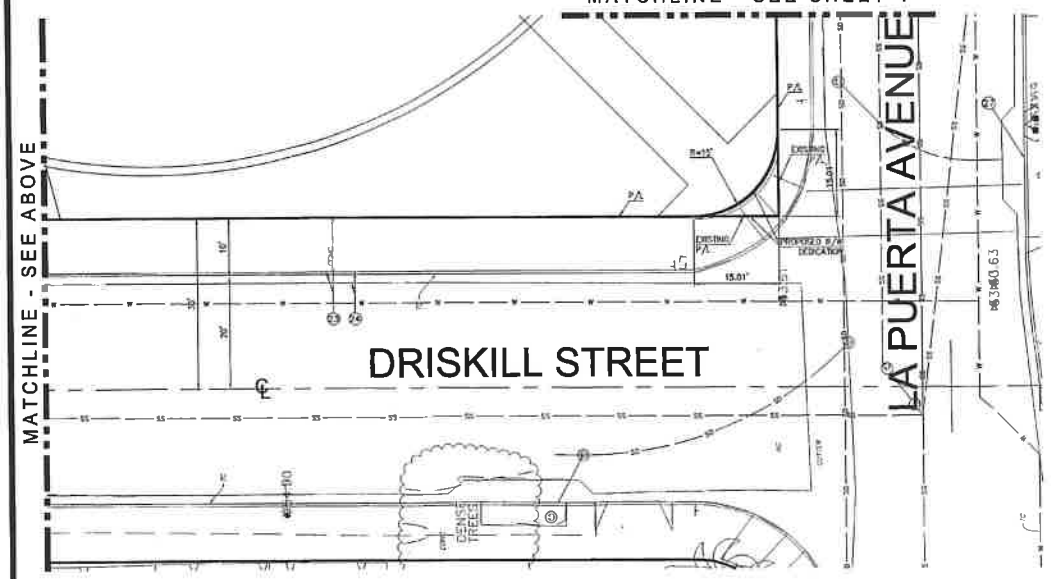
APPROVED: [signature] 12/9/24
DIR. DEVELOPMENT SERVICES — R.C.E. 44958

REVIEWED BY: [signature] 12-6-2024
DATE

SCALE: HORZ: ____ VERT: ____
DESIGN BY:
CHECKED BY:

SHEET No. 2 OF 8
DRAWING NUMBER 21-26A





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20. CONSTRUCT CURB RAMP CASE A TYPE 5 PER CITY OF OXNARD STD. PLAN PLATE 110 SHEET 3.
21. INSTALL 18" RCP STORM DRAIN PIPE AT 0.5% MINIMUM SLOPE.
22. STORM DRAIN JUNCTION STRUCTURE NO. 2 PER CITY OF OXNARD STD. PLAN PLATE 322. STORM DRAIN CONNECTION WILL NOT BE ALLOWED UNTIL BOTH DETENTION AREAS AND STORMWATER QUALITY BMPS ARE CONSTRUCTED AND OPERATIONAL.
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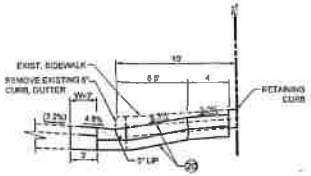
DRISKILL STREET PLAN

NORTH — GRAPHIC SCALE: 1"=10'



CURB RAMP SECTION A-A

N.T.S.

12/04/2024

AS-BUILT CERTIFICATE

I HEREBY CERTIFY THAT THE WORK SHOWN ON DRAWING No. _____ SHEET No. _____ THROUGH _____, MARKED AS "RECORD DRAWING", HAS BEEN CONSTRUCTED IN CONFORMANCE WITH LINES AND GRADES AS SHOWN ON SAID PLANS, DRAWINGS REFERENCED SPECIFICATIONS, AND APPROVED CHANGE ORDERS, AS INDICATED IN THE REVISION BLOCK.

DATE _____ SIGNATURE _____ R.C.E. No _____

REVISIONS			
MARK	DATE	DESCRIPTION	BY

REVIEWED BY: _____ DATE 12-6-2024

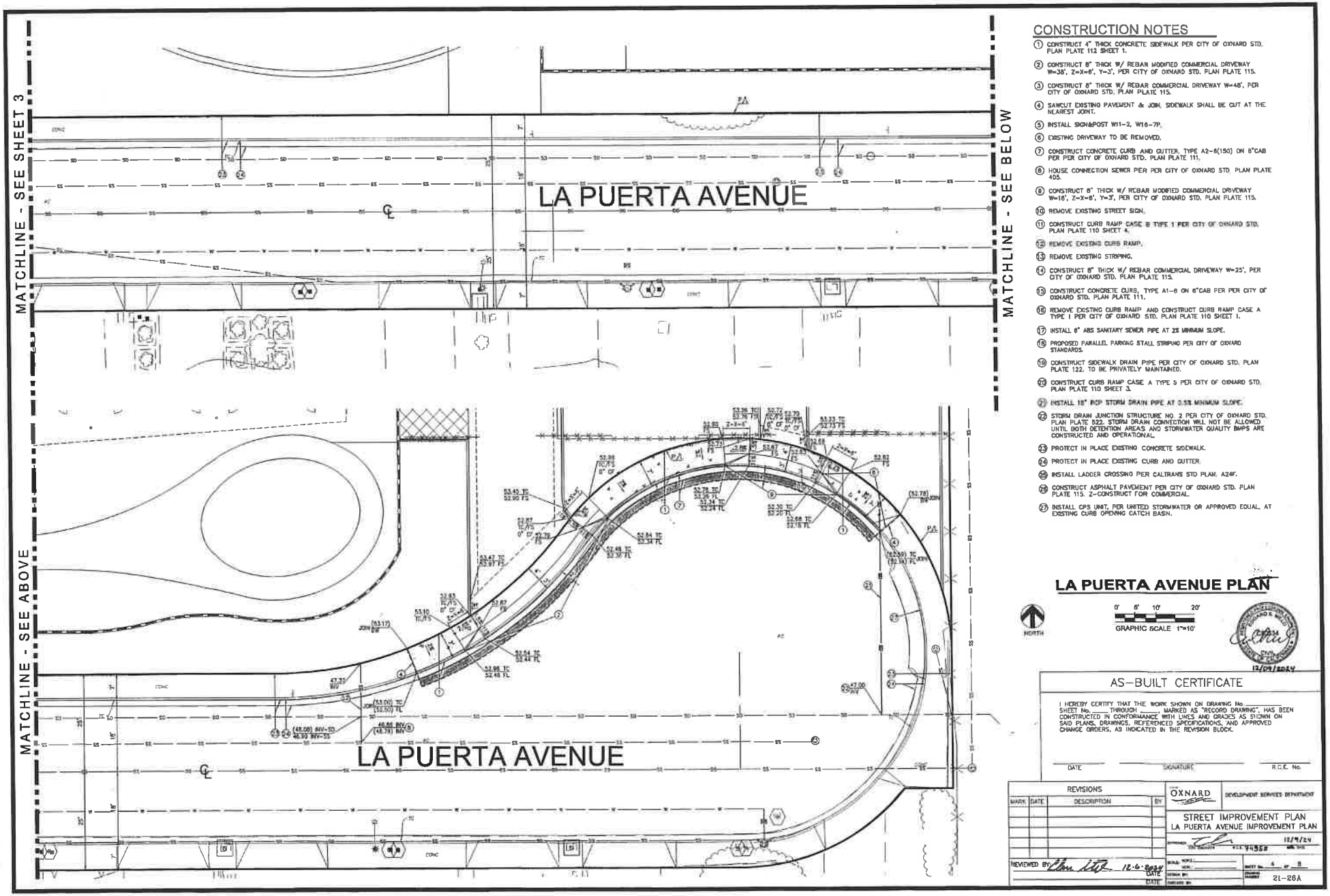
CITY OF OXNARD — DEVELOPMENT SERVICES DEPARTMENT

STREET IMPROVEMENT PLAN
DRISKILL STREET IMPROVEMENT PLAN

RCE 24958 — 12/7/24

SHEET No. 3 OF 8

21-26A



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LA PUERTA AVENUE PLAN

NORTH

0' 5' 10' 20'

GRAPHIC SCALE 1"=10'

12/09/2024

AS-BUILT CERTIFICATE

I HEREBY CERTIFY THAT THE WORK SHOWN ON DRAWING No. _____ SHEET No. _____ THROUGH _____, MARKED AS "RECORD DRAWING", HAS BEEN CONSTRUCTED IN CONFORMANCE WITH LINES AND GRADES AS SHOWN ON SAID PLANS, DRAWINGS, REFERENCED SPECIFICATIONS, AND APPROVED CHANGE ORDERS, AS INDICATED IN THE REVISION BLOCK.

DATE _____ SIGNATURE _____ R.C.E. No. _____

REVISIONS			
MARK	DATE	DESCRIPTION	BY

OXNARD — DEVELOPMENT SERVICES DEPARTMENT

STREET IMPROVEMENT PLAN
LA PUERTA AVENUE IMPROVEMENT PLAN

12/9/24

R.C.E. 74568

REVIEWED BY: _____ 12-6-2024 DATE

DATE

DATE

SHEET No. 4 OF 8

21-26A

CITY OF OXNARD CALIFORNIA

DEVELOPMENT SERVICES DEPARTMENT
WATER IMPROVEMENT PLAN COVER SHEET

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

WATER NOTES:

1. THE WATER SYSTEM SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE LATEST EDITIONS OF THE CITY OF OXNARD DEPARTMENT OF PUBLIC WORKS STANDARDS, "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (SSPWC), AND THE CITY OF OXNARD STANDARD LAND DEVELOPMENT SPECIFICATIONS.
2. CONTRACTOR SHALL NOTIFY THE CITY INSPECTION DIVISION AND ALL OTHER INTERESTED PARTIES AND ARRANGE FOR A PRECONSTRUCTION CONFERENCE 48 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION (PHONE 385-7840).
3. AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCING ANY EXCAVATION, THE CONTRACTOR SHALL CONTACT THE REGIONAL NOTIFICATION CENTER (UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA – U.S.A.) AT 1-800-422-4133 TO OBTAIN AN INQUIRY IDENTIFICATION NUMBER AND TO REQUEST THE UTILITY OWNERS TO MARK OR OTHERWISE INDICATE THE LOCATION OF THEIR SUBSURFACE FACILITIES. THE CONTRACTOR SHALL DETERMINE THE LOCATION AND DEPTH OF ALL UTILITIES, INCLUDING ALL SERVICE CONNECTIONS, WHICH HAVE BEEN MARKED BY THE RESPECTIVE OWNERS AND WHICH MAY AFFECT OR BY AFFECTED BY ITS OPERATIONS. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ALL UTILITIES AND THE STRUCTURES FOUND AT THE SITE.
4. ALL PERMITS NECESSARY PRIOR TO BEGINNING CONSTRUCTION SHALL BE OBTAINED BY THE CONTRACTOR.
5. THROUGHOUT ALL PHASES OF CONSTRUCTION, INCLUDING SUSPENSION OF WORK, UNTIL FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL KEEP THE WORK SITE CLEAN AND FREE FROM RUBBISH AND DEBRIS. THE CONTRACTOR SHALL ALSO ABATE DUST NUISANCE BY CLEANING, SWEEPING, AND SPRINKLING WITH WATER AND USING DUST FENCES OR OTHER METHODS AS DIRECTED BY THE CITY THROUGHOUT THE CONSTRUCTION OPERATION.
6. THE DEVELOPER'S ENGINEER SHALL KEEP A STRICT RECORD OF THE LOCATION OF ALL FITTINGS, MAINS, AND CONNECTIONS. THIS INFORMATION SHALL BE SUBMITTED TO THE CITY OF OXNARD DEVELOPMENT SERVICES DEPARTMENT AS CERTIFIED "AS-BUILT" PLANS. THE "AS-BUILT" PLANS SHALL BE SUBMITTED BY THE DEVELOPER'S ENGINEER BEFORE THE RELEASE OF OCCUPANCY OR WATER METER INSTALLATION.
7. ALL DAMAGE CAUSED TO PUBLIC STREETS, INCLUDING HAUL ROUTES, ALLEYS, SIDEWALKS, CURBS OR STREET FURNISHINGS, OR TO PRIVATE PROPERTY SHALL BE REPAIRED AT THE SOLE EXPENSE OF THE CONTRACTOR TO THE ENGINEER'S SATISFACTION.
8. SAWCUT EXISTING PAVEMENT TO A CLEAN STRAIGHT EDGE AS DIRECTED BY THE CITY INSPECTOR.
9. PAVEMENT REMOVAL AND REPLACEMENT SHALL BE IN CONFORMANCE WITH THE CITY OF OXNARD STANDARDS AND SPECIFICATIONS. COMPACTION EFFORTS SHALL NOT DISTRUB ADJACENT STREET STRUCTURAL SECTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY SUCH DAMAGE.
10. ALL UNDERGROUND SEWER, STORM DRAIN, AND WATER PIPELINES, ELECTRIC POWER, TELEPHONE OR CABLE TV CONDUITS AND CABLE AND GAS PIPELINES SHALL BE INSTALLED PRIOR TO CONSTRUCTION OF CURBS, GUTTERS, SIDEWALKS, AND PAVEMENT.
11. AT LEAST TWO (2) WORKING DAYS BEFORE COMMENCING EXCAVATION FOR THE WATER, THE CONTRACTOR SHALL POTHOLE AND EXPOSE THE EXISTING UTILITIES AT ALL CROSSING AND AT THE POINT OF TIE-IN. THEN CONTACT THE ENGINEER TO THE ELEVATION OF THE EXISTING FACILITIES CAN BE VERIFIED.
12. THE DEVELOPER SHALL OBTAIN FINAL APPROVAL OF REIMBURSEMENT AMOUNTS PRIOR TO BEGINNING CONSTRUCTION ON REIMBURSABLE ITEMS.
13. ALL WATER WELLS LOCATED WITHIN THE SITE SHALL BE REPORTED TO THE CITY OF OXNARD WATER SUPERINTENDENT PRIOR TO THEIR MODIFICATION OR DESTRUCTION (CITY OF OXNARD ORDINANCE NO. 2218). A SEPARATE PERMIT FROM THE CITY IS REQUIRED PRIOR TO DRILLING, ALTERING OR ABANDONING A WATER WELL.
14. STATIONS SHOWN ON WATER DRAWINGS ARE ALONG CENTERLINE OF WATER MAIN.
15. THE CONTRACTOR IS REQUIRED TO PROTECT ALL EXISTING SURVEY MONUMENTATION DURING GRADING AND ALL SUBSEQUENT CONSTRUCTION. CONTRACTOR SHALL GIVE THE ENGINEER ADEQUATE NOTICE, BEFORE DISTURBING SAID MONUMENTS, SO THE ENGINEER CAN REPLACE OR RELOCATE ANY EXISTING SURVEY MONUMENTATION.
16. SEPARATION OF SEWER AND WATER SHALL BE IN CONFORMANCE WITH THE LATEST REQUIREMENTS OF THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH.
17. VERTICAL TRENCH SHORING SHALL CONFORM WITH THE ORDERS OF THE STATE OF CALIFORNIA, DIVISION OF INDUSTRIAL (DIS) SAFETY AND O.S.H.A. STANDARDS. CONTRACTOR SHALL HAVE DIS EXCAVATION PERMIT (COPY TO CITY).
18. TRENCHES SHALL BE BACKFILL IN ACCORDANCE WITH CITY OF OXNARD STANDARD PLATES.
19. STERILIZATION AND TESTING THE NEW INSTALLATION SHALL BE COMPLETE PRIOR TO MAKING FINAL CONNECTION TO THE EXISTING SYSTEM. THE CONTRACTOR SHALL SEE THAT ALL VALVES IN THE SYSTEM REMAIN OPEN AFTER THE TEST.
20. WATER SERVICES WITH DOUBLE METER STOPS, TAIL ASSEMBLY AND METER BOX SHALL BE INSTALLED PER CITY OF OXNARD STANDARD PLAN PLATES BY THE CONTRACTOR. THE CITY OF OXNARD WILL SET THE METERS AFTER FINANCIAL ARRANGEMENTS ARE MADE.
21. ALL VALVES SHALL BE MUELLER RS GATE VALVES OR APPROVED EQUAL AND SHOP COATED WITH AN APPROVED THERMO TYPE EPOXY.
22. ALL VALVE BOXES SHALL BE SET TO FINISH GRADE BY THE CONTRACTOR AS PART OF THIS PROJECT.
23. 12 GAUGE COPPER LOCATION WIRE SHALL BE INSTALLED ON ALL PVC PIPE MAINS AND ON 14 GAUGE INSULATED POLYETHYLENE WATER SERVICES.
24. ALL FIRE HYDRANTS SHALL BE BRONZE. BURYS AND SPOOLS SHALL BE COATED ON THE INTERIOR FERROUS SURFACES WITH AN APPROVED THERMO TYPE EPOXY.
25. ADEQUATE FIRE PROTECTION AS DETERMINED BY THE FIRE CHIEF SHALL BE AVAILABLE PRIOR TO THE ISSUANCE OF BUILDING PERMIT.
26. CONTRACTOR SHALL PROVIDE THE WATER DIVISION WITH 48 HOURS ADVANCED NOTICE WHEN REQUESTING VALVE CLOSURES.
27. **THE WORK SHOWN ON THESE PLANS IS NEW CONSTRUCTION SUBJECT TO THE REVIEW, APPROVAL AND INSPECTION BY THE CITY OF OXNARD.**

INDEX TO PROJECT DRAWINGS

SHEET NO.	DESCRIPTION
5	TITLE SHEET & GENERAL NOTES
6	WATER PLAN
7	WATER PROFILE



VICINITY MAP
SCALE: N.T.S

LAND DEVELOPMENT PERMIT NO. PZ XX-XXX-XX

OWNER'S AGENT	AS-BUILT CERTIFICATE
AGENT DANA MILLER 24 HRS. PHONE No. (805) 816-0717	I HEREBY CERTIFY THAT THE WORK SHOWN ON DRAWING No. ____ SHEET No. ____ THROUGH ____, MARKED AS "RECORD DRAWING", HAS BEEN CONSTRUCTED IN CONFORMANCE WITH LINES AND GRADES AS SHOWN ON SAID PLANS, DRAWINGS, REFERENCED SPECIFICATIONS, AND APPROVED CHANGE ORDERS, AS INDICATED IN THE REVISION BLOCK. DATE _____ SIGNATURE _____ R.C.E. No. _____
NOTICE OF INTENT THE LAND OWNERS MUST FILE A NOTICE OF INTENT (N.O.I.) WITH THE STATE WATER RESOURCES CONTROL BOARD WHEN THE GRADING CONSTRUCTION ACTIVITY RESULTS IN LAND DISTURBANCE OF ONE ACRE OR MORE WDID# _____	DIGALERT DIAL TOLL FREE 1-800-422-4133 AT LEAST TWO DAYS BEFORE YOU DIG UNDERGROUND SERVICE ALERT/DIG OF SOUTHERN CALIFORNIA

PREPARED BY:
BRANDOW & JOHNSTON
STRUCTURAL/CIVIL ENGINEERS (SAN PEDRO, BAY)
700 S FLOWER ST 1100, LOS ANGELES, CA 90017
T: (213) 955-4322 WWW.B-JCE.COM

C60534 — R.C.E. No.
3-14-2023 — DATE

PLACE THE ENGINEER'S SEAL IN THIS SPACE
CIVIL — JOSEPH M. LEE — No. C60534 — REGISTERED PROFESSIONAL ENGINEER — STATE OF CALIFORNIA
12/09/2024

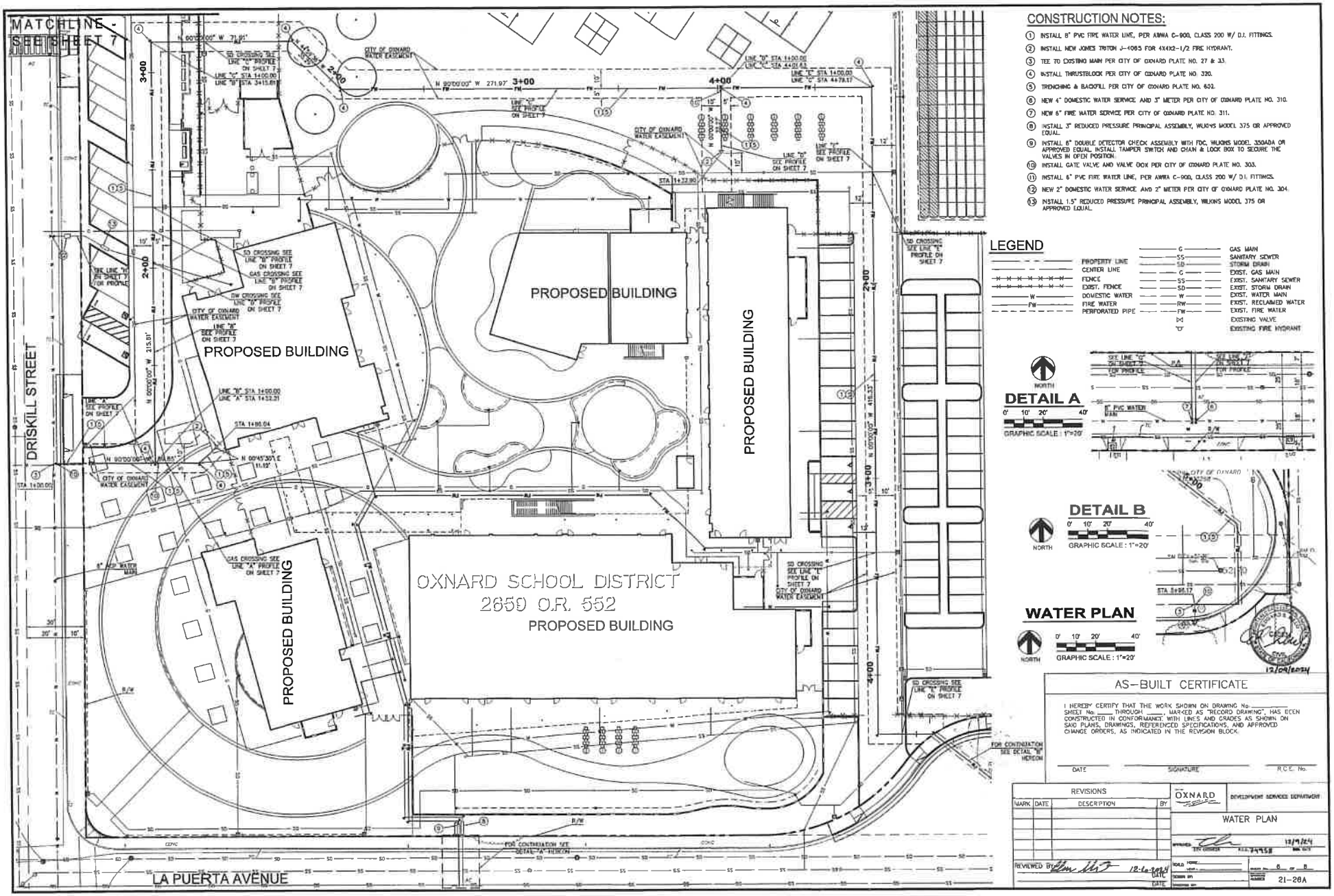
BENCH MARK
VENTURA COUNTY BENCHMARK
44-2, VCPID 588
ELEVATION 58.44' NAVD88

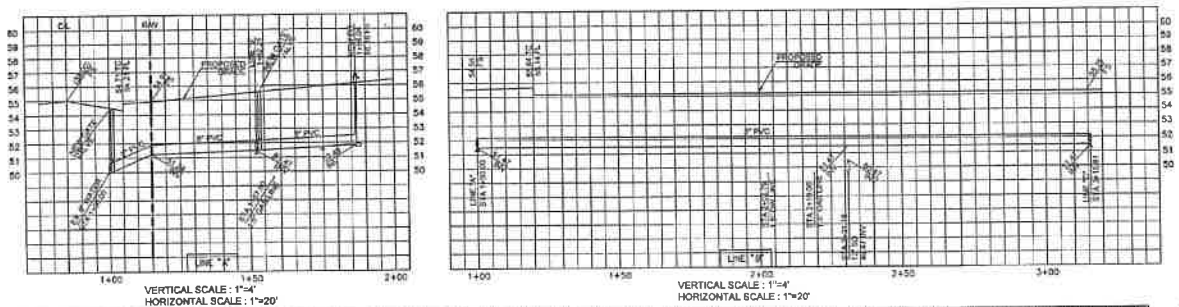
REVISIONS

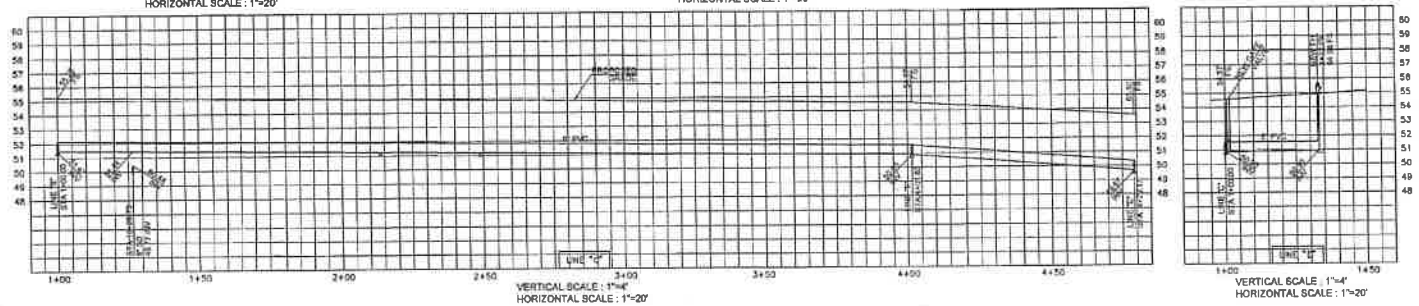
MARK	DATE	DESCRIPTION	BY

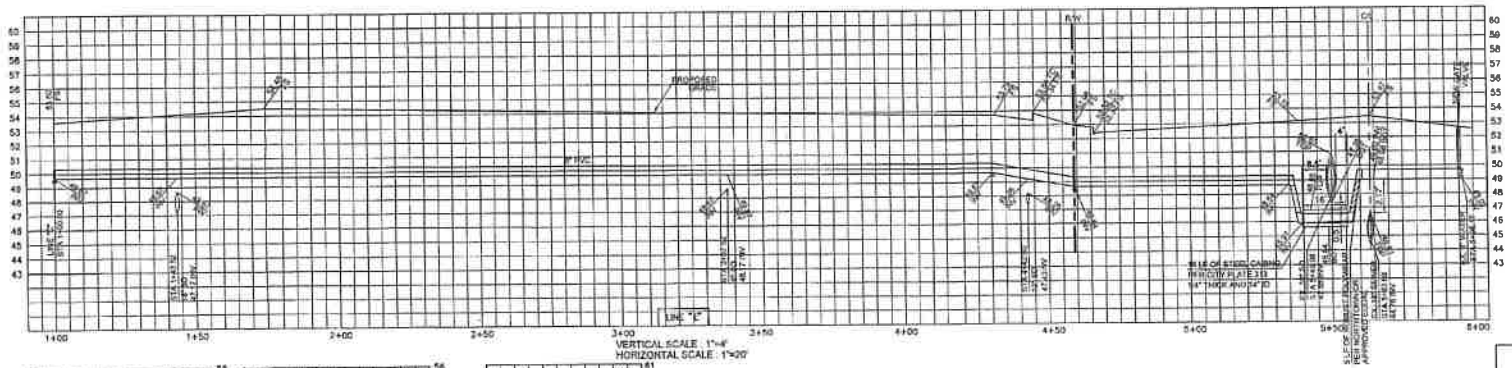
REVIEWED BY: _____ DATE 12-6-2024
DATE _____

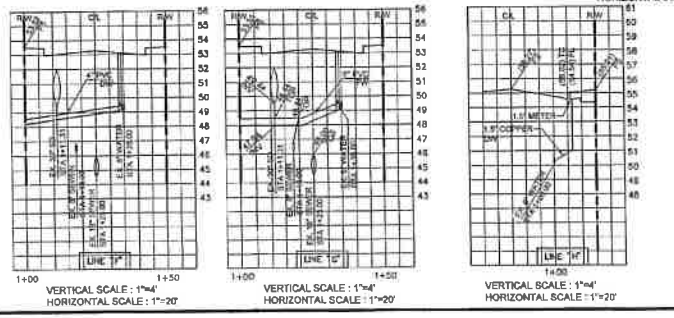
OXNARD — DEVELOPMENT SERVICES DEPARTMENT
WATER PLAN
TITLE SHEET & GENERAL NOTES
APPROVED: _____ DATE 12/9/24
CITY ENGINEER R.C.E. 74958
SCALE: HORIZ. _____ VERT. _____
DESIGN BY: _____
DRAWN BY: _____
CHECKED BY: _____
SHEET No. 5 OF 8
DRAWING NUMBER 21-26A

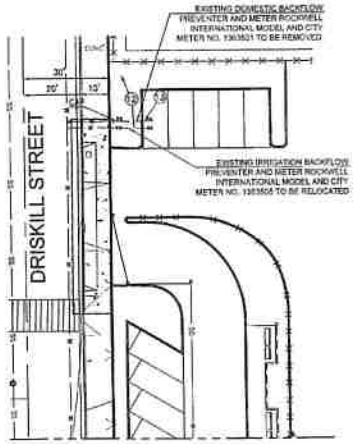

MATCHLINE - SEE SHEET 7
DRISKILL STREET
LA PUERTA AVENUE
PROPOSED BUILDING
PROPOSED BUILDING
PROPOSED BUILDING
PROPOSED BUILDING
OXNARD SCHOOL DISTRICT
2659 O.R. 552
PROPOSED BUILDING
CONSTRUCTION NOTES:
1 INSTALL 8" PVC FIRE WATER LINE, PER AWWA C-900, CLASS 200 W/ D.I. FITTINGS.
2 INSTALL NEW JONES TRITON J-1065 FOR 4X4X2-1/2 FIRE HYDRANT.
3 TEE TO EXISTING MAIN PER CITY OF OXNARD PLATE NO. 27 & 33.
4 INSTALL THRUSTBLOCK PER CITY OF OXNARD PLATE NO. 320.
5 TRENCHING & BACKFILL PER CITY OF OXNARD PLATE NO. 602.
6 NEW 4" DOMESTIC WATER SERVICE AND 3" METER PER CITY OF OXNARD PLATE NO. 310.
7 NEW 6" FIRE WATER SERVICE PER CITY OF OXNARD PLATE NO. 311.
8 INSTALL 3" REDUCED PRESSURE PRINCIPAL ASSEMBLY, WILKINS MODEL 375 OR APPROVED EQUAL.
9 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.
10 INSTALL GATE VALVE AND VALVE BOX PER CITY OF OXNARD PLATE NO. 303.
11 INSTALL 6" PVC FIRE WATER LINE, PER AWWA C-900, CLASS 200 W/ D.I. FITTINGS.
12 NEW 2" DOMESTIC WATER SERVICE AND 2" METER PER CITY OF OXNARD PLATE NO. 304.
13 INSTALL 1.5" REDUCED PRESSURE PRINCIPAL ASSEMBLY, WILKINS MODEL 375 OR APPROVED EQUAL.
LEGEND
PROPERTY LINE
CENTER LINE
FENCE
EXIST. FENCE
DOMESTIC WATER
FIRE WATER
PERFORATED PIPE
GAS MAIN
SANITARY SEWER
STORM DRAIN
EXIST. GAS MAIN
EXIST. SANITARY SEWER
EXIST. STORM DRAIN
EXIST. WATER MAIN
EXIST. RECLAIMED WATER
EXIST. FIRE WATER
EXISTING VALVE
EXISTING FIRE HYDRANT
DETAIL A
GRAPHIC SCALE : 1"=20'
DETAIL B
GRAPHIC SCALE : 1"=20'
WATER PLAN
GRAPHIC SCALE : 1"=20'
AS-BUILT CERTIFICATE
I HEREBY CERTIFY THAT THE WORK SHOWN ON DRAWING No. ____ SHEET No. ____ THROUGH ____, MARKED AS "RECORD DRAWING", HAS BEEN CONSTRUCTED IN CONFORMANCE WITH LINES AND GRADES AS SHOWN ON SAID PLANS, DRAWINGS, REFERENCED SPECIFICATIONS, AND APPROVED CHANGE ORDERS, AS INDICATED IN THE REVISION BLOCK.
DATE
SIGNATURE
R.C.E. No.
REVISIONS
MARK
DATE
DESCRIPTION
BY
OXNARD
DEVELOPMENT SERVICES DEPARTMENT
WATER PLAN
12/9/24
REVIEWED BY
12-6-2024
21-28A











MATCHLINE - SEE SHEET 6

WATER PLAN

NORTH

GRAPHIC SCALE 1"=20'

CONSTRUCTION NOTES:

(12) RELOCATE EXISTING IRRIGATION BACKFLOW PREVENTER AND METER AND RECONNECT TO EXISTING WATER SERVICE.

(13) REMOVE EXISTING DOMESTIC BACKFLOW PREVENTER AND METER AND CAP SERVICE AT PROPERTY LINE.

12/04/2024

AS-BUILT CERTIFICATE

I HEREBY CERTIFY THAT THE WORK SHOWN ON DRAWING No. _____ SHEET No. _____ THROUGH _____ MARKED AS "REDLINE DRAWING", HAS BEEN CONSTRUCTED IN CONFORMANCE WITH LINES AND GRADES AS SHOWN ON SAID PLANS, DRAWINGS, REFERENCED SPECIFICATIONS, AND APPROVED CHANGE ORDERS, AS INDICATED IN THE REVISION BLOCK.

DATE _____ SIGNATURE _____ R.C.E. No. _____

REVISIONS			
MARK	DATE	DESCRIPTION	BY

REVIEWED BY _____ DATE 12-6-24

CITY OF OXNARD — DEVELOPMENT SERVICES DEPARTMENT

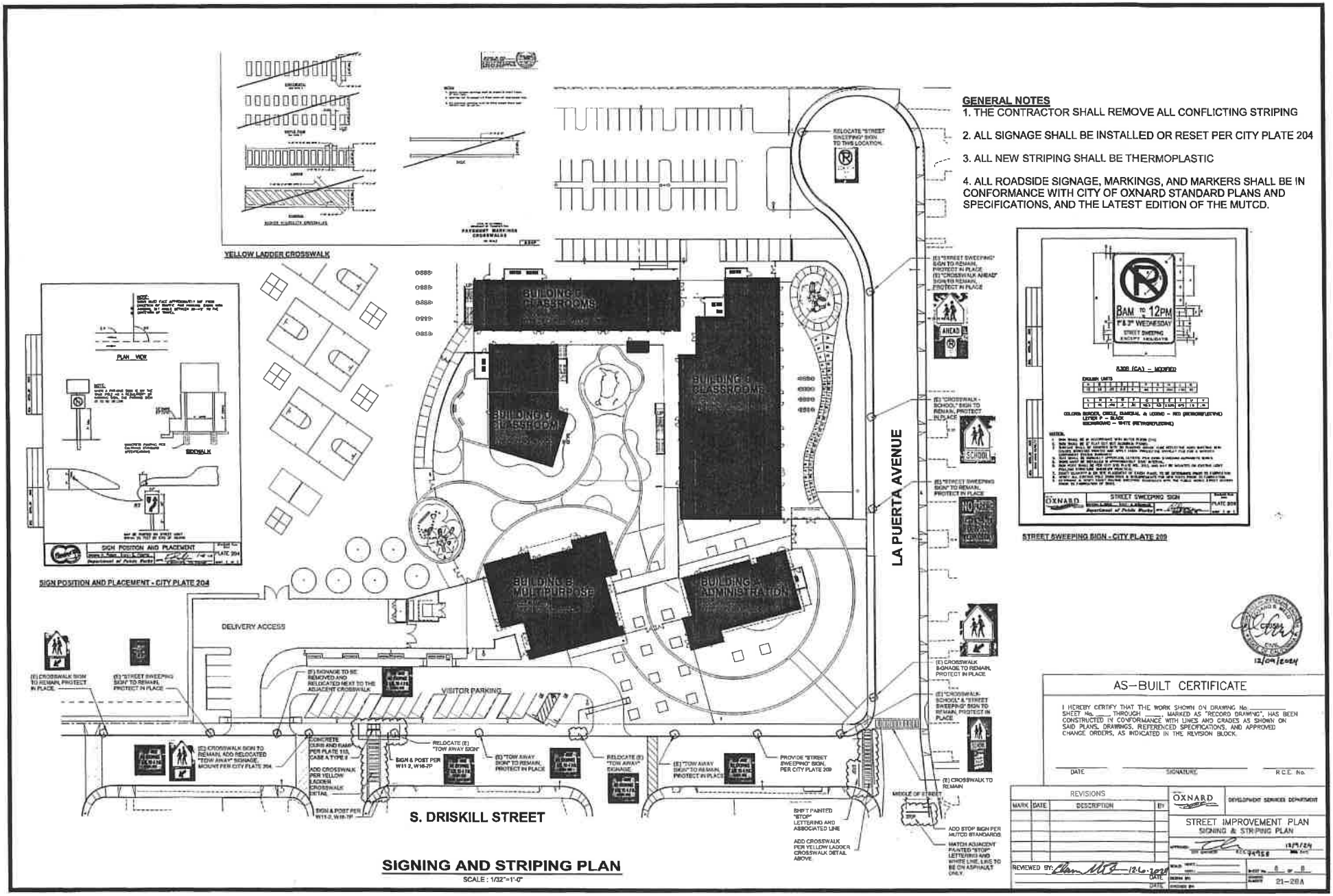
WATER PLAN
WATER PROFILE

APPROVED _____ DATE 12/9/24

SCALE: HORIZ. 1"=20' VERT. 1"=4'

SHEET No. 7 OF 11

DRAWING No. 21-28A


GENERAL NOTES
1. THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPING
2. ALL SIGNAGE SHALL BE INSTALLED OR RESET PER CITY PLATE 204
3. ALL NEW STRIPING SHALL BE THERMOPLASTIC
4. ALL ROADSIDE SIGNAGE, MARKINGS, AND MARKERS SHALL BE IN CONFORMANCE WITH CITY OF OXNARD STANDARD PLANS AND SPECIFICATIONS, AND THE LATEST EDITION OF THE MUTCD.
YELLOW LADDER CROSSWALK
SIGN POSITION AND PLACEMENT - CITY PLATE 204
STREET SWEEPING SIGN - CITY PLATE 209
BUILDING C CLASSROOMS
BUILDING D CLASSROOMS
BUILDING B MULTIPURPOSE
BUILDING A ADMINISTRATION
LA PUERTA AVENUE
DELIVERY ACCESS
VISITOR PARKING
S. DRISKILL STREET
SIGNING AND STRIPING PLAN
SCALE : 1/32"=1'-0"
AS-BUILT CERTIFICATE
I HEREBY CERTIFY THAT THE WORK SHOWN ON DRAWING No. ____ SHEET No. ____ THROUGH ____, MARKED AS "RECORD DRAWING", HAS BEEN CONSTRUCTED IN CONFORMANCE WITH LINES AND GRADES AS SHOWN ON SAID PLANS, DRAWINGS, REFERENCED SPECIFICATIONS, AND APPROVED CHANGE ORDERS, AS INDICATED IN THE REVISION BLOCK.
DATE
SIGNATURE
R.C.E. No.
REVISIONS
MARK
DATE
DESCRIPTION
BY
OXNARD
DEVELOPMENT SERVICES DEPARTMENT
STREET IMPROVEMENT PLAN
SIGNING & STRIPING PLAN
REVIEWED BY:
12-6-2024
DATE
21-28A

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	12-19-2024
Permit Number:	DSA# 03-119284	Change Order No.:	9 R3
Project Name:	Rose Ave. K-5 Reconstruction	Change Event No.:	141
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

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

Description of Work:

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

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

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

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

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

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

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

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	12-19-2024
Permit Number:	DSA# 03-119284	Change Order No.:	9 R3
Project Name:	Rose Ave. K-5 Reconstruction	Change Event No.:	141
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

Huitt-Zollars				
Re-staking The Fire Water Lane and revisions at the Parent Drop Off and La Puerta	$	18,700.00		
Inland Building				
Site Concrete				
Added curb ramps per Sheets 2 & 3 of 9	$	32,854.00		
Remove & Replace Slab for Bubbler	$	14,760.00		
Schedule Extension, labor & Material increases	$	55,865.00		
Re-Certification of Fire Extinguishers Due to Schedule Extension	$	1,934.00		
Markup (Labor, Material and Equipment)	$	12,867.00		
Street Sweeping	$	10,500.00		
Bond/Insurance	$	2,576.00		
Remove and replace of curb and gutter of sidewalk at Phase II construction entran	$	15,000.00		
Exterior Play & Gym Equipment				
Exterior Play Equipment Material and Labor Cost	$	20,101.00		
JDML Inc.				
Increase in Tipping fees for disposing of demolition waste at a landfill or recycling fac	$	129,775.00		
Asphalt removal for installation of bubbler north of trash enclosure per Offsites Approved Plans	$	4,400.00		
Marina				
SWPPP Maintenance due to time Extension - Thru December 2025	$	183,960.00		
QSP Inspections and Reports - Thru December 2025	$	32,900.00		
Premierwest Landscape				
Material Cost Increase for Landscape	$	122,609.00		
Material increase for Irrigation Material	$	32,632.00		
RCM Fire Protection				
Remobilization	$	1,526.00		
Labor Cost Increase	$	3,053.00		
Smith MEP				
Extended Warranty, Re-startup, & Labor cost Increase	$	233,262.00		
Summer Construction				
Re-grading of Fireline & Parking Lot due to Firewater line reconstruction	$	43,023.24		
Labor Cost Increase	$	26,742.81		
Taft Electric				
Direct and Indirect Labor Cost Increase	$	1,716,687.00		
Other:				
Ribbon Gutter/Curb Repairs at East parking lot after temp. base removal	$	5,500.00		
Water Damage to Media Center- Ude Offsite Approvals not having the Utilities Tied-	$	37,238.00		
Additional Clean-up - Site/Building due to Offsite Changes	$	20,000.00		
Touch up - Due to Building final connections/ Offsite Approvals	$	5,000.00		
Punch List Remobilizations	$	15,000.00		
		Subtotal A:	**$**	**3,821,530.05**

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	12-19-2024
Permit Number:	DSA# 03-119284	Change Order No.:	9 R3
Project Name:	Rose Ave. K-5 Reconstruction	Change Event No.:	141
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

B.	**Offsite Approvals Delay for Work to be Completed (Based on November 2024 Schedule Update)**				
	Subcontractors' Insurances & Bonds		$ 517,983.00		
			Subtotal B:	**$**	**517,983.00**
C.	**General Contractor's Cost**				
	Balfour Beatty General Conditions)		$ 2,496,937.50		
	Material (See attached supporting documentation.)		N/A		
	Taxes at 9.5% of Material		N/A		
	Labor (includes Fringe Benefits)		included above		
	Payroll Taxes and Insurances at 9.5% of Labor		included above		
	Construction Equipment (see attached supporting documentation)		N/A		
			Subtotal C:	**$**	**2,496,937.50**
D.	**General Contractor's Overhead and Profit***				
	Overhead & Profit 5% of Subtotal A		$ 191,076.50		
	Overhead & Profit 5% of Subtotal B		$ 25,899.15		
	Overhead & Profit 10% of Subtotal C		$ 249,693.75		
			Subtotal D:	**$**	**466,669.40**
E.	**Bond at 1%**	**1%**	**Subtotal E:**	**$**	**75,320.96**
F.	**Builders Risk Insurance at 1%**	**1%**	**Subtotal F:**	**$**	**75,320.96**
G.	**General Liability at 1.04%**	**1.04%**	**Subtotal G:**	**$**	**78,333.80**
	Grand Total = (A + B + C + D + E)			**$**	**7,532,096.00**
	Offsite Improvements Contingency			**$**	**150,000.00**

Phase I & II

The request could potentially Increase the Milestones and/or Contract Time by **808** calendar days. 2026-03-23

Rafael Alamillo, Project Manager - Balfour Beatty — Print Name & Title (General Contractor)

Signature

2024-12-19 — Date

Oxnard School District

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

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

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

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

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

Customer Acct #:

ORDER LOCATION	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:** December 17, 2025

Agenda Section: Section C: Facilities Agreement

Ratification of Change Order #004 to Agreement #23-237 with Edwards Construction Group, Inc. for Lease Lease-Back Services for the Marina West Elementary School 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 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 17, 2024, the Board of Education 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 Education approved Amendment #001 to Agreement #23-237 for the Guaranteed Maximum Price (GMP).

The purpose of Change Order #004 is to provide funds for various Potential Change Orders (PCO's).

FISCAL IMPACT:
$14,596.69 – Measure I Bond Funds

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 #004 to Agreement #23-237 with Edwards Construction Group, Inc.

ADDITIONAL MATERIALS:

Attached: Change Order #004 (2 Pages)
Proposal (51 Pages)
Amendment #1 (102 Pages)
Agreement #23-237, Edwards Construction Group Inc. (51 Pages)

CHANGE ORDER #004

Date: 12/17/2025 **Change Order NO. 004**

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	**$ 41,991.32**
ADJUSTED CONTRACT SUM	**$ 4,302,406.01**
NET CHANGE	**$ 14,596.69**
Total Change Orders to Date:	**$ 56,588.01**
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 004	**$ 4,317,002.70**

Anticipated Commencement Date	**December 19, 2024**
Actual Commencement Date:	**December 19, 2024**
Original Completion Date:	**December 19 2025**
Original Contract Time:	**365 Calendar Days**
Time Extension for all Previous Change Orders:	**42 Calendar Days**
Time Extension for this Change Order:	**15 Calendar Days**
Adjusted Completion Date:	**February 14, 2026**

Percentage **0%**

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCO #006: Curb Installation Around Polyvents Adjacent to Asphalt		$5,520.36		
2.	PCO #009: Wet Utilities Redesign, Cost, and Schedule Impacts due to Unforeseen Phasing	$7,601.28			
3.	PCO #010: Polyvent at Building 12 – Added Curb and Sidewalk Widening per RFI #37		$1,475.05		
4.					
5.					
	Totals	$7,601.28	$6,995.41	$ 0.00	$ 0.00

Total Change Order No. 004 ……$ $14,596.69

_____

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:

ASST. SUPT: _____ **DATE:** _____

APPROVAL (REQUIRED):

BOARD APPROVAL **DATE:** _____

PURCHASING DIRECTOR: _____ **DATE:** _____

Docusign Envelope ID: 84572CFB-CE41-4917-8778-17974CC534E3

EDWARDS

PCO #006

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 #006: Marina West - DJS - Curb Installation Around Polyvents Adjacent to Asphalt

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:	006 / 0	**CONTRACT:**	P25-03371 - Marina West Oxnard LLB
REQUEST RECEIVED FROM:		**CREATED BY:**	Siliana Chacon **(Edwards Construction Group, Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	10/8/2025
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:	$5,520.36

POTENTIAL CHANGE ORDER TITLE: Marina West - DJS - Curb Installation Around Polyvents Adjacent to Asphalt

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
Curb Installation Around Polyvents Adjacent to Asphalt
Per RFI #36, at the backside of buildings 12, 13, and 14, the polyvents are installed above the elevation of the asphalt. Depending on the location, there is a 6"-12" difference between the top of the polyvent and the finished asphalt surface. To protect these polyvents, it's recommended to surround each polyvent on three sides with a 6" thick curb. This change order includes the additional cost to provide and install install a 6" curb at the full height around (9) polyvents.

ATTACHMENTS:
CO#4.pdf , _3066_Edwards_RFI36_Response.pdf , _IMG_2025_10_09_15_28_02_288.jpg , _IMG_2025_10_09_15_27_38_858.jpg

#	Budget Code	Description	Amount
1	PCO-006.S Potential Change Order 6.Commitment	Additional cost to install a 6"x6" curb around (9) polyvents	$5,159.22
		Subtotal:	**$5,159.22**
		Contractor (5.00%):	$257.96
		Bond (2.00%):	$103.18
		Grand Total:	**$5,520.36**

Jun Tanaka (Flewelling & Moody)
99 S. Lake Ave. Suite 300
Pasadena, California 91101

Signed by: Jun Tanaka F98C0A4C84A348D... 10/13/2025
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

DS RP

Signed by: BC48820E71594F2... 10/13/2025
SIGNATURE **DATE**
Justin Boe
VP Operations

Docusign Envelope ID: 84572CFB-CE41-4917-8778-17974CC534E3

GENERAL CONTRACTING, INC
COMMERCIAL CONCRETE SPECIALISTS

4615 Industrial Street Unit 1G
Simi Valley, CA 93063
P: (805)584-2714 F: (805)584-2023
C/L #776402
DIR#1000012744

CHANGE ORDER REQUEST

Date	10/7/25
DJS COR#	4

General Contractor: Edwards Construction

Job: Marina West ES
Oxnard, CA

Description:	Additional cost to install 6"x6" curb around (9) polyvents (approximately 87'9" lft).
	Excludes: separate moblization, to be poured with contract work.

DATE	CLASSIFICATION	DESCRIPTION	NO.	TYPE	HRS	TOT. HRS	RATE	TOTAL
	Carpenter	Formwork install + excavate	2	ST	8.00	16.00	$ 90.93	$ 1,454.88
	Cement Finisher	Place concrete + finish	2	ST	8.00	16.00	$ 86.44	$ 1,383.04
	Carpenter	Strip forms + sack, clean up	1	ST	8.00	8.00	$ 90.93	$ 727.44
				ST	0.00	0.00	$ -	$ -
TOTAL LABOR								**$ 3,565.36**

EQUIPMENT & MATERIALS

DATE	CLASSIFICATION	DESCRIPTION	QTY	RATE	AMOUNT
	Materials	Arrow Transit: 2 yards concrete	2.00	$ 222.42	$ 444.84
	Labor and equipment	SB Concrete Pump: line pump	1.00	$ 680.00	$ 680.00
					$ -
					$ -
TOTAL EQUIPMENT MATERIALS					**$ 1,124.84**

SUMMARY

TOTAL LABOR COSTS			$ 3,565.36
	Markup	**10%**	$356.54
		Sub Total:	$ 3,921.90
TOTAL MATERIAL & EQUIP. COSTS			$ 1,124.84
	Markup	**10%**	$ 112.48
		Sub Total:	$ 1,237.32
TOTAL FOR LABOR, MATERIAL AND EQUIPMENT			$ 5,159.22
			$0.00
CHANGE ORDER TOTAL		$	5,159.22

Docusign Envelope ID: 84572CFB-CE41-4917-8778-17974CC534E3

Edwards Construction Group, Inc.
991 Bennett Ave
Arroyo Grande, California 93420
P: (805) 335-1161
F: (805) 614-9906

Project: 24-022 Marina West Oxnard LLB
2501 Carob St
Oxnard, California 93035
P: 805-385-1554

RFI #36: Curb Installation Around Polyvents Adjacent to Asphalt

Revision	0	**Status**	Open
To	Jun Tanaka (Flewelling & Moody) Loretta Steele (Flewelling & Moody)	**From**	Siliana Chacon (Edwards Construction Group, Inc.)
Date Initiated	Oct 2, 2025	**Due Date**	Oct 10, 2025
Location		**Project Stage**	
Cost Impact	Yes (Unknown)	**Schedule Impact**	TBD
Spec Section		**Cost Code**	
Drawing Number		**Reference**	
Linked Drawings			
Received From	Charles Richardson (DJS General Contracting, Inc.)	**Sub Job**	
Copies To	Danyah Bray (Caldwell Flores Winters, Inc.), James Burleson , Wade Caddin (Edwards Construction Group, Inc.), Siliana Chacon (Edwards Construction Group, Inc.), Vin Jyothi (Caldwell Flores Winters, Inc.), Robert Perks (Edwards Construction Group, Inc.), Loretta Steele (Flewelling & Moody), Jun Tanaka (Flewelling & Moody)		

Activity

Question

Question from Siliana Chacon Edwards Construction Group, Inc. *on Thursday, Oct 2, 2025 at 12:42 PM PDT*

At the backside of Buildings 12, 13, and 14, the polyvents are installed above the elevation of the asphalt. To protect these polyvents, Edwards Construction recommends following Detail 5 on Sheet AA1.04 and installing felt between the building and the concrete, surrounding each polyvent on three sides with a 6” curb.
Please confirm if the following approach is acceptable so that pricing can be provided for the added scope.

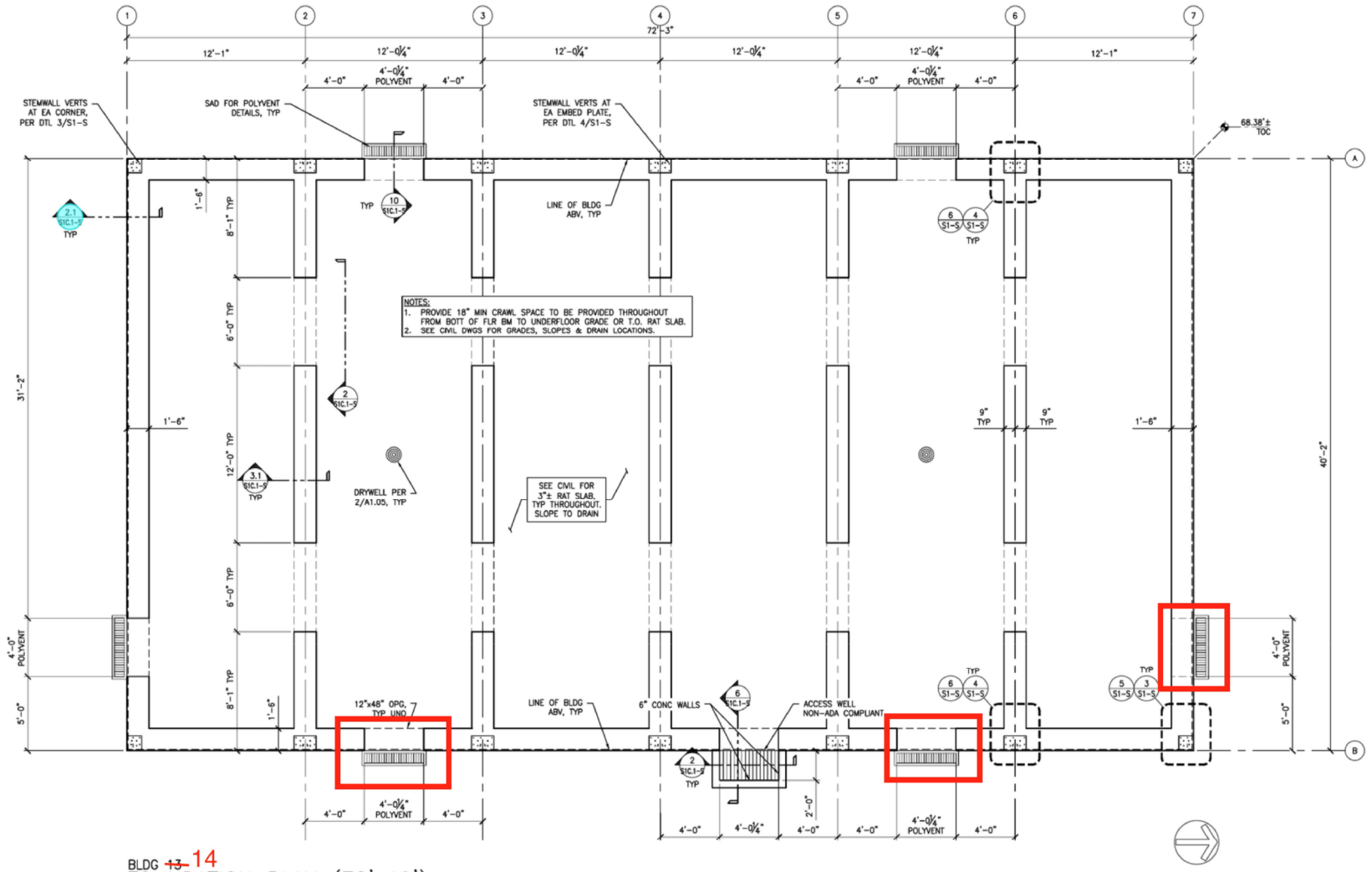
Attachments
Screenshot 2025-10-02 at 12.29.32 PM.png, Screenshot 2025-10-02 at 12.37.58 PM.png

Awaiting an Official Response

Proposed solution is acceptable.

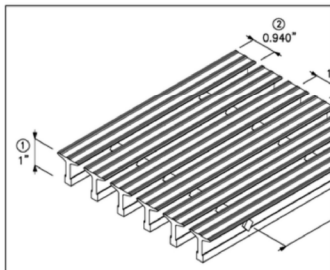
Jun Tanaka, 10/03/2025

Docusign Envelope ID: 84572CFB-CE41-4917-8778-17974CC534E3



BLDG ~~13~~ 14
FOUNDATION PLAN (72'x40')
1/4" = 1'-0"

1 S2.3-S UNDERFLOOR VENTILATI



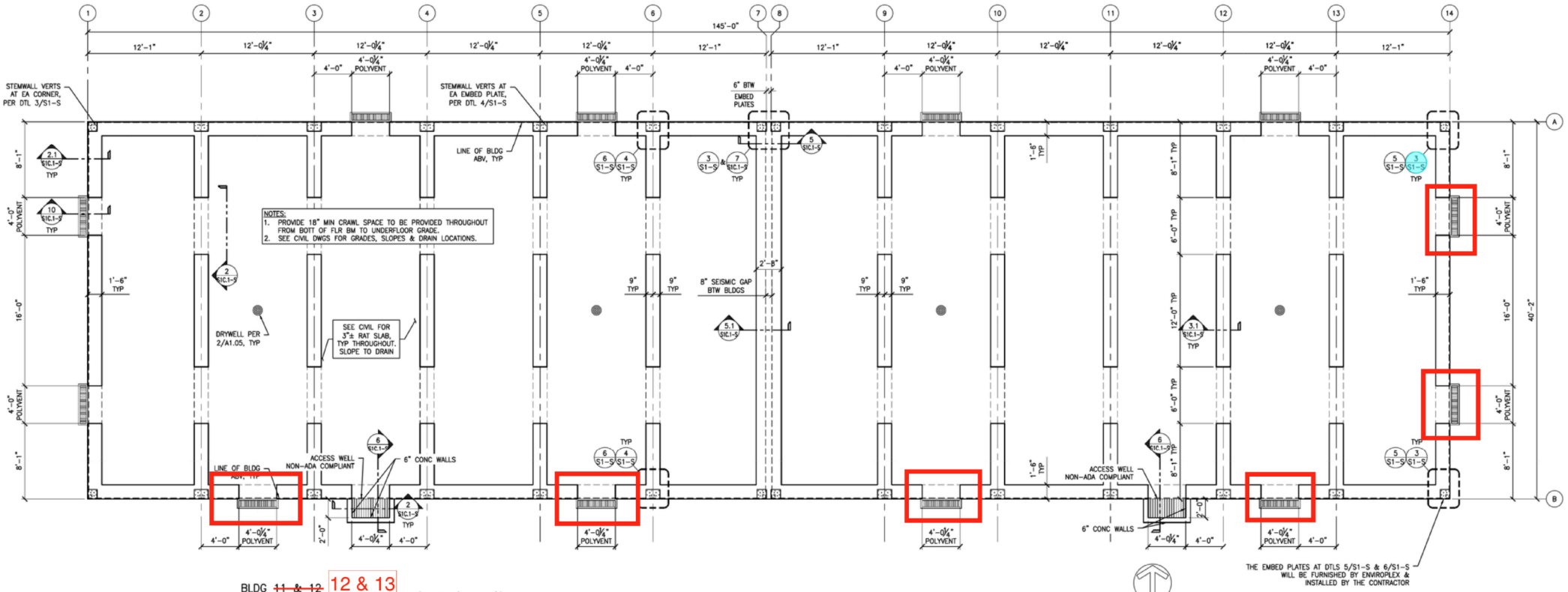
CONSTRUCTION TYPE:	Swage-Locked
SERIES TYPE & NAME:	TB-940-100 - S-T-G@
PRODUCT SPACING:	19-S-4
PRIMARY MATERIAL:	Aluminum
BEARING BAR SHAPE:	T-Bar
PRODUCT SURFACE:	Grooved
PERCENT OPEN AREA:	21%
(1) BEARING BAR HEIGHT:	1"
(2) BEARING BAR THICKNESS:	0.940
(3) BEARING BAR SPACING:	1-3/16" on Center
(4) CLEAR SPACE B/T BB:	0.2475"
(5) CROSS BAR SPACING:	4" on Center
CROSS BAR SIZE:	⅜" SQUARE ROD
CROSS BAR MATERIAL:	ALUMINUM

2 S2.3-S ACCESS WELL GRATING
NTS





Docusign Envelope ID: 84572CFB-CE41-4917-8778-17974CC534E3



BLDG ~~11 & 12~~ 12 & 13
FOUNDATION PLAN (144'x40')
3/16" = 1'-0"


Oct 9, 2025 at 3:28 PM PDT

Docusign Envelope ID: 84572CFB-CE41-4917-8778-17974CC534E3



Docusign Envelope ID: 09F0681E-0BF7-4793-AB8F-2C9596D59A12

EDWARDS

PCO #009

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 #009: Marina West - Suttles Plumbing - Wet Utilities Redesign, Added Costs and Time due to Unforeseen Phasing

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:	009 / 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:**	11/6/2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	15 days	**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$7,601.28

POTENTIAL CHANGE ORDER TITLE: Marina West - Suttles Plumbing - Wet Utilities Redesign, Added Costs and Time due to Unforeseen Phasing

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
Wet Utilities Redesign, Added Costs and Time due to Unforeseen Phasing
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.

Due to this phasing change, the wet utilities design and routing required redesign and additional temporary installations to maintain service to the active facilities while allowing construction to proceed. The additional work included:

- Additional investigation for temporary water, locate existing lines.
- Temporary water rerouting and installation for CDR building, kitchen and NFL.
- Temporary sewer routing for for CDR building, kitchen and NFL.
- Revised sewer and water layout to accommodate new phasing and site access.

These changes resulted in added labor, materials, and coordination time not included in the original contract scope.

This PCO does not include Edwards Construction, or subcontractors not listed in this PCO, costs associated the concurrent delays due to unforeseen phasing, asbestos abatement, time to establish firm bottom of excavation, removal of the unforeseen SCE transform and associated feeders or other yet unforeseen conditions.

ATTACHMENTS:

Edwards RFI #5_Civil Response_FM Review.pdf , _Submittal 33 30 00_CIVIL Review_FM Review.pdf , _1002.pdf , _1003.pdf , _1001.pdf , _1005.pdf

#	Budget Code	Description	Amount
1	PCO-009.S Potential Change Order 9.Commitment	Wet Utility Redesign - Interem Utilities	$(5,979.00)
2	PCO-009.S Potential Change Order 9.Commitment	Investigation for temp water. Locating ex lines	$3,738.00

EDWARDS

PCO #009

#	Budget Code	Description	Amount
3	PCO-009.S Potential Change Order 9.Commitment	Temp water rerouting install	$5,474.00
4	PCO-009.S Potential Change Order 9.Commitment	Temp sewer routing for NFL and CDR Bldgs	$3,871.00
		Subtotal:	**$7,104.00**
		Contractor (5.00%):	$355.20
		Bond (2.00%):	$142.08
		Grand Total:	**$7,601.28**

Jun Tanaka (Flewelling & Moody)
99 S. Lake Ave. Suite 300
Pasadena, California 91101

Signed by: Jun Tanaka F98C0A4C84A348D... 11/17/2025

SIGNATURE **DATE**

Project Architect

Oxnard School District
1051 South "A" Street
Oxnard, California 93030

SIGNATURE **DATE**

Edwards Construction Group, Inc.
991 Bennett Ave
Arroyo Grande, California 93420

DS KP

Signed by: BC48620E71594F2... 11/13/2025

SIGNATURE **DATE**

Justin Boe
VP Operations

Docusign Envelope ID: 09F0681E-0BF7-4793-AB8F-2C9596D59A12

Suttles Plumbing & Mechanical Corp.
License #: 268688 • B, C4, C16, C20, C34, C36, C42, C61, D40
WBE#2005127686 SB-PW #35029 DIR #1000013842

Change Order Request

Attention:		**COR#**	1001
Contractor:	Edwards Construction Group	**Date:**	5/19/2025
Email:		**Contractor RFP:**	
Project:	240192	**Suttles RFI#**	
Description:	Marina West Elementary	**Contractor RFC#**	
Address:	2501 Carob St	**Addendum#**	
	Oxnard CA 93035	**Bulletin#**	

Regarding: Investigation for temp water as directed. Locating of existing lines with pipe locating equipment.

Amount of Change Order Request: ***$ 3,738.00***

This is the cost to add the described scope to our contract. This proposal expires and is void and subject to revision unless a written Change Order is received within 30 calendar days. Please send a Subcontract Change Order if you would like for us to proceed with this extra work. This change order includes only the work and materials described in this proposal. If it is discovered that there is additional scope not shown or unforeseen, we reserve the right to revise this price. Please review the described scope, recap and materials to confirm it is in line with the change in scope requested. Change Order pricing has no allowance for retention therefore Change Orders should not be subject to retention.

This COR/Proposal requires #### days extension to the Project Schedule.

NOTE: The cost of this Change Order/Proposal includes only the direct costs which can be identified at this time based on the information received and the current conditions. There are no impact, ripple, acceleration, or delay costs included in this proposal. Should it be determined at a later date we are experiencing or have experienced impact costs because of multiple changes, delays, stacking of trades, multiple mobilizations or other causes beyond our control, we will submit those costs at that

This COR shall become progress billable the first billing cycle after work has been started as directed and shall become subject to 1.5% escalation for unpaid balances.

Due to continuing disruptions in supply chains, pricing for commodities and many other items remains unstable. We cannot guarantee these prices before approval. We reserve the right to reprice any material items until approval.

If an owner-initiated change is not accepted and authorized, Suttles Plumbing & Mechanical Corp. demands reimbursement for all costs incurred in the preparation of this quote.

Exclusions:

Added bond fees, permits or other fees, BIM, CAD, cost associated with design, engineering, or approval process, coring, sawcutting, demo, hauling, patching and waterproofing/weatherproofing are excluded unless specifically included above or on recap. EXCLUDES SHIFT, WEEKEND, HOLIDAY OR ANY OTHER OVERTIME WORK UNLESS SPECIFICALLY NOTED ABOVE OR ON RECAP.

Approved by: _____ **Date:**_____

Docusign Envelope ID: 09F0681E-0BF7-4793-AB8F-2C9596D59A12

Suttles Plumbing & Mechanical Corp

CSLB License #268688 B, C4, C16, C20, C34, C36, C42, C61, D40

Attention:		**COR#**	1001
Contractor:	Edwards Construction Group	**Date:**	5/19/2025
Email:		**Contractor RFP:**	
Project:	240192	**Suttles RFI#**	
Description:	Marina West Elementary	**Contractor RFI#**	
Address:	2501 Carob St	**Addendum#**	
	Oxnard CA 93035	**Bulletin#**	
Regarding:	Investigation for temp water as directed. Locating of existing lines with pipe locating equipment.		

CHANGE ORDER RECAP

MATERIAL SUMMARY

General Materials from Estimate			$ -
Miscellaneous Materials/Hardware Added		3%	$ -
MATERIAL SUBTOTAL			$ -
MATERIAL TAX		**9.25%**	$ -
DIRECT MATERIAL COST			$ -
MATERIAL OHP		**10%**	$ -
MATERIAL TOTAL			$ -

LABOR SUMMARY

	HOURS	RATE	AMOUNT
Foreman	16.00	$ 109.40	$ 1,750.40
Plumber	8.00	$ 99.02	$ 792.16
Operator	0.00	$ 108.07	$ -
Laborer	0.00	$ 84.58	$ -
Foreman Overtime	0.00	$ 146.57	$ -
Foreman Double Time	0.00	$ 181.72	$ -
Plumber Overtime	0.00	$ 131.44	$ -
Plumber Double Time	0.00	$ 162.00	$ -
Operator Overtime	0.00	$ 141.47	$ -
Operator Double Time	0.00	$ 174.87	$ -
Laborer Overtime	0.00	$ 110.13	$ -
Laborer Double Time	0.00	$ 135.68	$ -
BIM Technician- Plumber	0.00	$ 109.40	$ -
Cleanup @ 2%	0.00	$ 99.02	$ -
	0.00	$ 99.02	$ -
DIRECT LABOR TOTAL COST	**24.00**		**$ 2,542.56**
LABOR OVERHEAD AND PROFIT		**10%**	**$ 254.26**
LABOR TOTAL			**$ 2,796.82**

EQUIPMENT SUMMARY

Rented Equipment		$ -
Rented Equipment Fees		$ -
Rented Equipment Insurance		$ -
Rented Equipment Tax	**9.25%**	$ -
Rented Equipment Delivery and Pickup		$ -
Fuel Cost		$ -
Owned Equipment		$ 855.36
Equipment Subotal		$ 855.36
Equipment Overhead and Profit	**10%**	$ 85.54
EQUIPMENT TOTAL:		**$ 940.90**

SUBCONTRACTOR SUMMARY

Subcontractor		$ -
Subcontractor Overhead and Profit	**5%**	$ -
SUBCONTRACTOR TOTAL:		**$ -**

ADDITIONAL MISC COST AND FEES

Material Freight/Delivery		$ -
Permit Fees		$ -
		$ -
SUBTOTAL		**$ -**
Increased Bond Premium due to Change	**0.00%**	**$ -**
ADDITIONAL COSTS		**$ -**

TOTALS

Material		$ -
Labor		*$ 2,796.82*
Equipment		*$ 940.90*
Subcontractor		$ -
Additional Costs		$ -
	Total:	***$ 3,737.72***

Total Change Proposed Cost: $ 3,738.00

Notes / Exclusions: Added bond fees, permits or other fees, BIM, CAD, cost associated with design, engineering, or approval process, coring, sawcutting, demo, hauling, patching and waterproofing/weatherproofing are excluded unless specifically included above or on estimate sheet. Excludes shift, holiday, or overtime work unless specifically noted above or on estimate sheet.

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Suttles Plumbing & Mechanical Corp

CSLB License #268688 B, C4, C16, C20, C34, C36, C42, C61, D40

Attention:
Contractor: Edwards Construction Group
Email:
Project: 240192
Description: Marina West Elementary
Address: 2501 Carob St
Oxnard CA 93035
Regarding: Investigation for temp water as directed. Locating of existing lines with pipe locating equipment.

COR# 1001
Date: 5/19/2025
Contractor RFP:
Suttles RFI#
Contractor RFI#
Addendum#
Bulletin#

PROPOSED EXTRA ESTIMATE BREAKDOWN

Qty	Description	Material Unit	Material Ext.	Labor Unit	Labor Hrs Ext.
1	Field Authorized Work Ticket 5/7	$0.000	$0.00	8.00	8.00
1	Field Authorized Work Ticket 5/9	$0.000	$0.00	16.00	16.00
		Totals :	***$0.00***		***24.00***

Non Taxable Items	Unit	Ext.
Material Freight/Delivery	$0.000	$0.00
	$0.000	$0.00
Total Freight/Delivery		**$0.00**
Permit	$0.000	$0.00
	$0.000	$0.00
Total Permit Fees		**$0.00**

Labor Totals	Hrs	Labor		
	R	***OT***	***DT***	***SHIFT***
Foreman	16.00	0.00	0.00	0.00
BIM Techinican- Plumber	0.00	0.00	0.00	0.00
Plumber	8.00	0.00	0.00	0.00
Operator	0.00	0.00	0.00	0.00
Laborer	0.00	0.00	0.00	0.00
				24.00

Qty	Rentals with Delivery and Fuel	Unit	Rate	Cost	
		HR DAY WK 4WK LS	$0.00	$0.00	
			Rental Sub Total =	**$0.00**	
			Environmental & Other Fees Paid + %=	**$0.00**	2.5%
			Rental Insurance + % =	**$0.00**	14%
			Tax on rental=	**$0.00**	9.25%
	Gallons Fuel		**FUEL=**	**$0.00**	$7.50
			Equipment Delivery charge=	**$0.00**	

Qty	Owned Equipment	Unit	Rate	Cost
16.00	Service/Utility Truck/Delivery/Storage	HR	$41.96	$671.36
1.00	Utility Locator and Transmittter	DAY	$184.00	$184.00
		DAY	$0.00	$0.00
			Owned Equipment Total:	***$855.36***

Qty	Subcontractor	Unit	Rate	Cost
		HR DAY LS	$0.00	$0.00
			Subcontractor Total:	**$0.00**

Added Resources

MATERIAL FREIGHT/DELIVERY FEES		***$0.00***
PERMIT FEES		***$0.00***
ADDITIONAL BOND PREMIUM	**0.00%**	

Notes / Exclusions: Added bond fees, permits or other fees, BIM, CAD, cost associated with design, engineering, or approval process, coring, sawcutting, demo, hauling, patching and waterproofing/weatherproofing are excluded unless specifically included above or on recap. Excludes shift, holiday, or overtime work unless specifically noted above or on recap.

Docusign Envelope ID: 09F0681E-0BF7-4793-AB8F-2C9596D59A12

Clear

DIR #1000013842
WBE #2005127686 * SB-PW #35029

LICENSE # 268688
B * C4 * C16 * C20 * C34 * C36 * C42 * C61 * D40

Job # 240192
SPMC COP # 1001
Ticket # : ○1 ⊙2 ○3 ○4 ○5 ○6 ○7 ○8 ____
Total Tickets: _____

FIELD AUTHORIZED WORK TICKET

Must Be Complete Before Work Begins

Contractor: Edward's Con.
Job Name: Marina west elementary **Suite#**
Address: 200 s California st
Oxnard
Contact: Mikey- Rob
Phone #: 805 2562730 **Email**

Foreman: Ed Melero
Project Manager: Jesse R
Date: 5-9-25

DESCRIPTION OF WORK
Meet with Mikey and Rob
We had to locate the 2" and the 11/2"
Water lines from the backow to see where
They go to. Marked out the lines in orange
Since they have old marks didnt want to use same
Color. Once located explained to GC Mikey and Rob
Cleaned up work area.
Owner Reference # (RFI #,CCD #)

Authorized to Start Work Above

X_____

MATERIALS		
PO#		**Supplier**
#		
#		
#		
#		
Qty:	**Material From Stock**	
Tons:		
	Sand	
	Gravel	
Yds:		
	Concrete	
	Slurry	
Additional Material List Attached ○Y ○N		

RENTAL EQUIPMENT & TOOLS (Daily)			
Qty.	**Description**	**Qty.**	**Description**
1	Service Truck		Pro Press
	Compactor		Generator
	Compressor		Scissor Lift
	Pump		Trench Plate
	Cut Off Saw		Excavator
	Breaker		Skid Steer
	Shoring		Laser Level
	Snake		

LABOR (Minimum Requirement From Union)				
Name	**R**	**OT**	**Start**	**End**
Ed Melero	8		:	:
Jose Meza	8		:	:
			:	:
			:	:
			:	:
			:	:
			:	:
			:	:
			:	:
	TOTAL PLUMBER HRS.		= 16	

Qty.	Description		Company
	☐Saw Cut	☐ Coring	
1	◉Utility Locator	☐ Camera	
	☐Chlorination	☐Backflow	

As Built Complete:	○ Y	⊙ N
Pictures Taken / Safety:	⊙ Y	○ N
Signed Inspection Request Attached:	○ Y	⊙ N
Is Work Complete	○ Y	⊙ N

SPMC Supervisor who Authorized Work:

Ed Melero
(Print)

X_____
(SPMC Employee)

Work Accepted by Purchaser's Representative:

Mikey Prado tbd $
(Print)

X_____
(Contractor / Firm Employee)

Docusign Envelope ID: 09F0681E-0BF7-4793-AB8F-2C9596D59A12

Clear

DIR #1000013842
WBE #2005127686 * SB-PW #35029

LICENSE # 268688
B * C4 * C16 * C20 * C34 * C36 * C42 * C61 * D40

Job # 240192
SPMC COP # _____
Ticket # : ⊙1 ○2 ○3 ○4 ○5 ○6 ○7 ○8 ____
Total Tickets: 1

FIELD AUTHORIZED WORK TICKET

Must Be Complete Before Work Begins

Contractor: Edwards Con.
Job Name: Marina West ES **Suite#**
Address: 2551 Carob Street
Oxnard CA 93035
Contact:
Phone #: **Email**

Foreman: Berto Aquino
Project Manager: Jesse Recinos
Date: 5-7-25

DESCRIPTION OF WORK
Walked jobsite with GC reps- Mikey, Rob, and Celiana.
Discussed scope of work along with the scheduling.
Performed Investigative work of the water line
Underneath the Marina West Children Developement
Resources Building.
Came up with a pre plan to get water from the BFP
To the NFL blding that will not interfere with the over e
Owner Reference # (RFI #,CCD #) Plans during the
Demo phase. Cleaned and secured all work areas.

Authorized to Start Work Above

X_____

MATERIALS		
PO#		**Supplier**
#		
#		
#		
#		
Qty:	**Material From Stock**	
Tons:		
	Sand	
	Gravel	
Yds:		
	Concrete	
	Slurry	
Additional Material List Attached ○Y ○N		

RENTAL EQUIPMENT & TOOLS (Daily)			
Qty.	**Description**	**Qty.**	**Description**
1	Service Truck		Pro Press
	Compactor		Generator
	Compressor		Scissor Lift
	Pump		Trench Plate
	Cut Off Saw		Excavator
	Breaker		Skid Steer
	Shoring		Laser Level
	Snake		

LABOR (Minimum Requirement From Union)				
Name	**R**	**OT**	**Start**	**End**
Berto Aquino	4		:	:
Nathaniel Vessels	4		:	:
			:	:
			:	:
			:	:
			:	:
			:	:
			:	:
			:	:
	TOTAL PLUMBER HRS.		= 8	

Qty.	Description		Company
	☐Saw Cut	☐ Coring	
	☐Utility Locator	☐ Camera	
	☐Chlorination	☐Backflow	

As Built Complete:	○ Y	⊙ N
Pictures Taken / Safety:	⊙ Y	○ N
Signed Inspection Request Attached:	○ Y	⊙ N
Is Work Complete	○ Y	⊙ N

SPMC Supervisor who Authorized Work:

Berto Aquino
(Print)

X_____
(SPMC Employee)

Work Accepted by Purchaser's Representative:

Rob Perks - Hrs and Scope only, $ TBD
(Print)

X_____
(Contractor / Firm Employee)

Docusign Envelope ID: 09F0681E-0BF7-4793-AB8F-2C9596D59A12

Suttles Plumbing & Mechanical Corp.
License #: 268688 • B, C4, C16, C20, C34, C36, C42, C61, D40
WBE#2005127686 SB-PW #35029 DIR #1000013842

Change Order Request

Attention:		**COR#**	1002
Contractor:	Edwards Construction Group	**Date:**	5/19/2025
Email:		**Contractor RFP:**	
Project:	240192	**Suttles RFI#**	
Description:	Marina West Elementary	**Contractor RFC#**	
Address:	2501 Carob St	**Addendum#**	
	Oxnard CA 93035	**Bulletin#**	

Regarding: Run temp water lines as directed. 1" PEX line from the existing kitchen building to the "NFL" building and provide 1-1/2 " fire hose connection at the existing 2" water service on the south side of the project.

Amount of Change Order Request: ***$ 5,474.00***

This is the cost to add the described scope to our contract. This proposal expires and is void and subject to revision unless a written Change Order is received within 30 calendar days. Please send a Subcontract Change Order if you would like for us to proceed with this extra work. This change order includes only the work and materials described in this proposal. If it is discovered that there is additional scope not shown or unforeseen, we reserve the right to revise this price. Please review the described scope, recap and materials to confirm it is in line with the change in scope requested. Change Order pricing has no allowance for retention therefore Change Orders should not be subject to retention.

This COR/Proposal requires #### days extension to the Project Schedule.

NOTE: The cost of this Change Order/Proposal includes only the direct costs which can be identified at this time based on the information received and the current conditions. There are no impact, ripple, acceleration, or delay costs included in this proposal. Should it be determined at a later date we are experiencing or have experienced impact costs because of multiple changes, delays, stacking of trades, multiple mobilizations or other causes beyond our control, we will submit those costs at that

This COR shall become progress billable the first billing cycle after work has been started as directed and shall become subject to 1.5% escalation for unpaid balances.

Due to continuing disruptions in supply chains, pricing for commodities and many other items remains unstable. We cannot guarantee these prices before approval. We reserve the right to reprice any material items until approval.

If an owner-initiated change is not accepted and authorized, Suttles Plumbing & Mechanical Corp. demands reimbursement for all costs incurred in the preparation of this quote.

Exclusions:

Added bond fees, permits or other fees, BIM, CAD, cost associated with design, engineering, or approval process, coring, sawcutting, demo, hauling, patching and waterproofing/weatherproofing are excluded unless specifically included above or on recap. EXCLUDES SHIFT, WEEKEND, HOLIDAY OR ANY OTHER OVERTIME WORK UNLESS SPECIFICALLY NOTED ABOVE OR ON RECAP.

Approved by: _____ **Date:**_____

Docusign Envelope ID: 09F0681E-0BF7-4793-AB8F-2C9596D59A12

Suttles Plumbing & Mechanical Corp

CSLB License #268688 B, C4, C16, C20, C34, C36, C42, C61, D40

Attention:		**COR#**	1002
Contractor:	Edwards Construction Group	**Date:**	5/19/2025
Email:		**Contractor RFP:**	
Project:	240192	**Suttles RFI#**	
Description:	Marina West Elementary	**Contractor RFI#**	
Address:	2501 Carob St	**Addendum#**	
	Oxnard CA 93035	**Bulletin#**	

Regarding: Run temp water lines as directed. 1" PEX line from the existing kitchen building to the "NFL" building and provide 1-1/2 " fire hose connection at the existing 2" water service on the south side of the project.

CHANGE ORDER RECAP

MATERIAL SUMMARY

General Materials from Estimate			$ 1,151.76
Miscellaneous Materials/Hardware Added		3%	$ 34.55
MATERIAL SUBTOTAL			$ 1,186.31
MATERIAL TAX		**9.25%**	$ 109.73
DIRECT MATERIAL COST			$ 1,296.04
MATERIAL OHP		**10%**	$ 129.60
MATERIAL TOTAL			$ 1,425.64

LABOR SUMMARY

	HOURS		RATE		AMOUNT
Foreman	14.00	$	109.40	$	1,531.60
Plumber	14.00	$	99.02	$	1,386.28
Operator	0.00	$	108.07	$	-
Laborer	0.00	$	84.58	$	-
Foreman Overtime	0.00	$	146.57	$	-
Foreman Double Time	0.00	$	181.72	$	-
Plumber Overtime	0.00	$	131.44	$	-
Plumber Double Time	0.00	$	162.00	$	-
Operator Overtime	0.00	$	141.47	$	-
Operator Double Time	0.00	$	174.87	$	-
Laborer Overtime	0.00	$	110.13	$	-
Laborer Double Time	0.00	$	135.68	$	-
BIM Technician- Plumber	0.00	$	109.40	$	-
Cleanup @ 2%	0.56	$	99.02	$	55.45
	0.00	$	99.02	$	-
DIRECT LABOR TOTAL COST	**28.56**			**$**	**2,973.33**
LABOR OVERHEAD AND PROFIT			**10%**	**$**	**297.33**
LABOR TOTAL				**$**	**3,270.66**

EQUIPMENT SUMMARY

Rented Equipment			$ -
Rented Equipment Fees			$ -
Rented Equipment Insurance			$ -
Rented Equipment Tax		**9.25%**	$ -
Rented Equipment Delivery and Pickup			$ -
Fuel Cost			$ -
Owned Equipment			$ 707.44
Equipment Subotal			$ 707.44
Equipment Overhead and Profit		**10%**	$ 70.74
EQUIPMENT TOTAL:			**$ 778.18**

SUBCONTRACTOR SUMMARY

Subcontractor			$ -
Subcontractor Overhead and Profit		**5%**	$ -
SUBCONTRACTOR TOTAL:			**$ -**

ADDITIONAL MISC COST AND FEES

Material Freight/Delivery			$ -
Permit Fees			$ -
			$ -
SUBTOTAL			**$ -**
Increased Bond Premium due to Change		**0.00%**	**$ -**
ADDITIONAL COSTS			**$ -**

TOTALS

Material			*$ 1,425.64*
Labor			*$ 3,270.66*
Equipment			*$ 778.18*
Subcontractor			$ -
Additional Costs			$ -
	Total:		***$ 5,474.48***

Total Change Proposed Cost: **$ 5,474.00**

Notes / Exclusions: Added bond fees, permits or other fees, BIM, CAD, cost associated with design, engineering, or approval process, coring, sawcutting, demo, hauling, patching and waterproofing/weatherproofing are excluded unless specifically included above or on estimate sheet. Excludes shift, holiday, or overtime work unless specifically noted above or on estimate sheet.

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Suttles Plumbing & Mechanical Corp

CSLB License #268688 B, C4, C16, C20, C34, C36, C42, C61, D40

Attention:
Contractor: Edwards Construction Group
Email:
Project: 240192
Description: Marina West Elementary
Address: 2501 Carob St
Oxnard CA 93035

COR# 1002
Date: 5/19/2025
Contractor RFP:
Suttles RFI#
Contractor RFI#
Addendum#
Bulletin#

Regarding: Run temp water lines as directed. 1" PEX line from the existing kitchen building to the "NFL" building and provide 1-1/2 " fire hose connection at the existing 2" water service on the south side of the project.

PROPOSED EXTRA ESTIMATE BREAKDOWN

Qty	Description	Material Unit	Material Ext.	Labor Unit	Labor Hrs Ext.
1	Field Authorized Work Ticket 5/13			16.00	16.00
1	Field Authorized Work Ticket 5/14			12.00	12.00
1	Ferguson 46913-1002	$949.910	$949.91		
1	Home Depot 46937-1002	$147.960	$147.96		
1	Home Depot 46950-1002	$36.600	$36.60		
1	1-1/2" MNPT X NH Hose Adapter	$17.290	$17.29		
		Totals :	***$1,151.76***		***28.00***

Non Taxable Items	Unit	Ext.
Material Freight/Delivery	$0.000	$0.00
	$0.000	$0.00
Total Freight/Delivery		**$0.00**
Permit	$0.000	$0.00
	$0.000	$0.00
Total Permit Fees		**$0.00**

Labor Totals	Hrs	Labor		
	R	***OT***	***DT***	***SHIFT***
Foreman	14.00	0.00	0.00	0.00
BIM Techinican- Plumber	0.00	0.00	0.00	0.00
Plumber	14.00	0.00	0.00	0.00
Operator	0.00	0.00	0.00	0.00
Laborer	0.00	0.00	0.00	0.00
				28.00

Qty	Rentals with Delivery and Fuel	Unit	Rate	Cost	
		HR DAY WK 4WK LS	$0.00	$0.00	
			Rental Sub Total =	**$0.00**	
			Environmental & Other Fees Paid + %=	**$0.00**	2.5%
			Rental Insurance + % =	**$0.00**	14%
			Tax on rental=	**$0.00**	9.25%
	Gallons Fuel		**FUEL=**	**$0.00**	$7.50
			Equipment Delivery charge=	**$0.00**	

Qty	Owned Equipment	Unit	Rate	Cost
14.00	Service/Utility Truck/Delivery/Storage	HR	$41.96	$587.44
1.00	Propress Tool	DAY	$120.00	$120.00
		DAY	$0.00	$0.00
			Owned Equipment Total:	***$707.44***

Qty	Subcontractor	Unit	Rate	Cost
		HR DAY LS	$0.00	$0.00
			Subcontractor Total:	**$0.00**

Added Resources

MATERIAL FREIGHT/DELIVERY FEES		***$0.00***
PERMIT FEES		***$0.00***
ADDITIONAL BOND PREMIUM	**0.00%**	

Notes / Exclusions: Added bond fees, permits or other fees, BIM, CAD, cost associated with design, engineering, or approval process, coring, sawcutting, demo, hauling, patching and waterproofing/weatherproofing are excluded unless specifically included above or on recap. Excludes shift, holiday, or overtime work unless specifically noted above or on recap.

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Clear

DIR #1000013842
WBE #2005127686 * SB-PW #35029

LICENSE # 268688
B * C4 * C16 * C20 * C34 * C36 * C42 * C61 * D40

Job #_____
SPMC COP #1002
Ticket # : ○1 ○2 ○3 ○4 ○5 ○6 ○7 ○8 ____
Total Tickets: _____

FIELD AUTHORIZED WORK TICKET

Must Be Complete Before Work Begins

Contractor: Edwards con
Job Name: Marina West Elementary is **Suite#**
Address:

Contact: Mikey
Phone #: **Email**

Foreman: Ed Melero
Project Manager: Jesse R
Date: 5-13-25

DESCRIPTION OF WORK
Work on 1" temp water line
Ran the line against the fence around
The kitchen area to the n bungalow
Pre fab the 2" valve for re hose connection
Cleaned up work area
Owner Reference # (RFI #,CCD #)

Authorized to Start Work Above

X_____

MATERIALS		
PO#		**Supplier**
#	46913-1002	Ferguson
#	46937-1002	The Home Depot
#		
#		
Qty:	**Material From Stock**	
Tons:		
	Sand	
	Gravel	
Yds:		
	Concrete	
	Slurry	
Additional Material List Attached ○***Y*** ○***N***		

RENTAL EQUIPMENT & TOOLS (Daily)			
Qty.	**Description**	**Qty.**	**Description**
1	Service Truck	1	Pro Press
	Compactor		Generator
	Compressor		Scissor Lift
	Pump		Trench Plate
	Cut Off Saw		Excavator
	Breaker		Skid Steer
	Shoring		Laser Level
	Snake		
1	Pex Tool		

LABOR (Minimum Requirement From Union)				
Name	**R**	**OT**	**Start**	**End**
Ed Melero	8		:	:
Eleazar Gonzalez	8		:	:
			:	:
			:	:
			:	:
			:	:
			:	:
			:	:
			:	:
	TOTAL PLUMBER HRS.		= 16 hrs	

Qty.	Description		Company
	☐ Saw Cut	☐ Coring	
	☐ Utility Locator	☐ Camera	
	☐ Chlorination	☐ Backflow	

As Built Complete:	○ **Y**	◉ **N**
Pictures Taken / Safety:	◉ **Y**	○ **N**
Signed Inspection Request Attached:	○ **Y**	◉ **N**
Is Work Complete	○ **Y**	◉ **N**

SPMC Supervisor who Authorized Work:

Ed Melero
(Print)

X_____
(SPMC Employee)

Work Accepted by Purchaser's Representative:

Mikey
(Print)

X_____
(Contractor / Firm Employee)

Docusign Envelope ID: 09F0681E-0BF7-4793-AB8F-2C9596D59A12

Clear

DIR #1000013842
WBE #2005127686 * SB-PW #35029

LICENSE # 268688
B * C4 * C16 * C20 * C34 * C36 * C42 * C61 * D40

Job #_____
SPMC COP # 1002
Ticket # : ○1 ⊙2 ○3 ○4 ○5 ○6 ○7 ○8 ____
Total Tickets: 2

FIELD AUTHORIZED WORK TICKET

Must Be Complete Before Work Begins

Contractor: Edwards Contruction
Job Name: Marina West Elementary **Suite#**
Address:

Contact: Mikey Prado
Phone #: **Email**

Foreman: Ed Melero
Project Manager: Jesse R
Date: 5/14/25

DESCRIPTION OF WORK
Gc turned off 11/2" backow of f
We tie into the existing water line in the kitchen
Bungalow. Connected the pex pipe.
Then connected the 1" line behind the NFL
Bungalow. Turned on water checked for leaks
And let out the air from the line.
Gc turned off water main from street, cut out
Owner Reference # (RFI #,CCD #) 2" backow and
Install 2" valve with re hose connection.
Authorized to Start Work Above
X_____

MATERIALS		
PO#		**Supplier**
#	46950-1002	The Home Depot
#		
#		
#		
Qty:	**Material From Stock**	
1	11/2 mip x re hose adaptor	
Tons:		
	Sand	
	Gravel	
Yds:		
	Concrete	
	Slurry	
Additional Material List Attached ○Y ○N		

RENTAL EQUIPMENT & TOOLS (Daily)			
Qty.	**Description**	**Qty.**	**Description**
1	Service Truck	1	Pro Press
	Compactor		Generator
	Compressor		Scissor Lift
	Pump		Trench Plate
	Cut Off Saw		Excavator
	Breaker		Skid Steer
	Shoring		Laser Level
	Snake		
1	Pex tool		

LABOR (Minimum Requirement From Union)				
Name	**R**	**OT**	**Start**	**End**
Ed Melero	6		:	:
Eleazar Gonzalez	6		:	:
			:	:
			:	:
			:	:
			:	:
			:	:
			:	:
			:	:
	TOTAL PLUMBER HRS.		= 12 hrs	

Qty.	Description	Company
	☐Saw Cut ☐ Coring	
	☐Utility Locator ☐ Camera	
	☐Chlorination ☐Backflow	

As Built Complete:	○ Y	⊙ N
Pictures Taken / Safety:	⊙ Y	○ N
Signed Inspection Request Attached:	○ Y	⊙ N
Is Work Complete	⊙ Y	○ N

SPMC Supervisor who Authorized Work:

Ed Melero
(Print)

X_____
(SPMC Employee)

Work Accepted by Purchaser's Representative:

Mikey Prado
(Print)

X_____
(Contractor / Firm Employee)

Docusign Envelope ID: 09F0681E-0BF7-4793-AB8F-2C9596D59A12

24092 Marina West ES

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
5404753	$1,042.53	481853	1 of 2

FERGUSON
7805 DEERING AVENUE
CANOGA PARK, CA 91304

Please contact with Questions: 909-517-3085

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #1350
PO BOX 740827
LOS ANGELES, CA 90074-0827

MASTER ACCOUNT NUMBER: 186966

SUTTLES PLUMBING & MECH CORP
2267 AGATE COURT
SIMI VALLEY, CA 93065

SHIP TO:

COUNTER PICK UP
7805 DEERING AVENUE
CANOGA PARK, CA 91304

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1103	1103	CA19	4613-1002 ~~469103-1002~~	JEB	MARINA ELEM	05/12/25	IO 636475

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			THANK YOU FOR YOUR BUSINESS!			
2	2	PEXG100NA	*TRN 1X100 COIL PEX-A EXP NAT	196.800	EA	393.60
4	4	PSTTF520	3/4X520 PTFE PIPE THRD TAPE	0.882	EA	3.53
10	10	PEXP9G	LF 1 EP F1960 90 ELL	5.915	EA	59.15
4	4	PEXPCG	1 EP PEX COUP F1960	3.224	EA	12.90
25	25	PEXPRINGG	1 PEX EXP RNG W-STOP F1960	1.253	EA	31.33
2	2	PEXLFBPEXPRESSG	LF 1 BRS PEX X PRESS ADPT F1960	19.240	EA	38.48
3	3	FNW5V1276G	LF 1 PXP SR 90 ELL	7.508	EA	22.52
2	2	FNW5V0276G	LF 1 PXP COUP W/ ST	6.380	EA	12.76
1	1	FNW5V3276G	LF 1 PXPXP TEE	11.400	EA	11.40
1	1	FNW5V0076K	LF 2X2 BRS PXM ADPT	50.152	EA	50.15
1	1	FNW5V4976GF	LF 1X3/4 PXP RED	11.236	EA	11.24
1	1	H15806	1/2 PT MEGALOC THRD SEALANT	20.725	EA	20.73
1	1	IG9K	2 GALV MI 150# 90 ELL	17.026	EA	17.03
1	1	IGBKJ	2X1-1/2 GALV MI BUSH	9.384	EA	9.38
1	1	IGNJP	1-1/2X4 GALV STL NIP	10.475	EA	10.48
1	1	GBRNKU	LF 2X6 BRS NIP GBL	29.082	EA	29.08
2	2	FNWX432G	LF 1 BRS PXP FP BV WTR	38.901	EA	77.80
1	1	FNWX415J	LF 1-1/2 BRS 600 WOG THRD 2PC BV	52.182	EA	52.18
1	1	FNWX415K	LF 2 BRS 600# WOG THRD 2PC FP BV	86.172	EA	86.17
			INVOICE SUB-TOTAL			**949.91**
			TAX	Los Angeles Co		**92.62**

ITEM CODE	DESCRIPTION	NOTICE
PEXP9G	LF 1 EP F1960 90 ELL	<!> WARNING: Cancer and Reproductive Harm – www.P65Warnings.ca.gov
PEXPCG	1 EP PEX COUP F1960	<!> WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov
PEXLFBPEXPRESSG	LF 1 BRS PEX X PRESS ADPT F1960	<!> WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov
FNW5V0076K	LF 2X2 BRS PXM ADPT	<!> WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov
H15806	1/2 PT MEGALOC THRD SEALANT	<!> WARNING: Cancer -www.P65Warnings.ca.gov
IG9K	2 GALV MI 150# 90 ELL	<!> WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov
IGBKJ	2X1-1/2 GALV MI BUSH	<!> WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov
GBRNKU	LF 2X6 BRS NIP GBL	<!> WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov
FNWX432G	LF 1 BRS PXP FP BV WTR	<!> WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov
FNWX415J	LF 1-1/2 BRS 600 WOG THRD 2PC BV	<!> WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov

TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** **CONTINUED**

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

Docusign Envelope ID: 09F0681E-0BF7-4793-AB8F-2C9596D59A12

FERGUSON
7805 DEERING AVENUE
CANOGA PARK, CA 91304

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
5404753	$1,042.53	481853	2 of 2

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
ITEM CODE		DESCRIPTION	NOTICE			
FNWX415K		LF 2 BRS 600# WOG THRD 2PC FP BV	<I> WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov			

****

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

****

WATER FLOW RATE NOTICE: LAVATORY FAUCETS WITH FLOW RATES OVER 0.5 GPM ARE NOT ALLOWED FOR 'PUBLIC USE' IN CALIFORNIA.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** **$1,042.53**

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Docusign Envelope ID: 09F0681E-0BF7-4793-AB8F-2C9596D59A12

240192 Marina West ES

FERGUSON

4374 TRANSPORT STREET
VENTURA, CA 93003

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
5432330	$341.48	1030474	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #1350
PO BOX 740827
LOS ANGELES, CA 90074-0827

Please contact with Questions: 909-517-3085

MASTER ACCOUNT NUMBER: 186966

SHIP TO:

SUTTLES PLUMBING & MECH CORP
2501 CAROB ST
MARINA WEST
OXNARD, CA 93035

SUTTLES PLUMBING & MECH CORP
2267 AGATE COURT
MARINA WEST
SIMI VALLEY, CA 93065

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
602	602	CA56OX	47079-1002 3	JEB	MARINA WEST	05/21/25	IO 637351

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			Thank you for your business!			
100	100	AP40FCPP20	4X20 ABS PLUS S40 FOAM CORE PIPE	257.291	C	257.29
4	4	ADWV4P	4 ABS DWV 45 ELL	5.760	EA	23.04
4	4	ADWVCP	4 ABS DWV COUP	2.919	EA	11.68
1	1	ADWVYP	4 ABS DWV WYE	12.648	EA	12.65
1	1	I10243	1 QT ABS CMNT 773	7.908	EA	7.91
3	0	F300022	PROFLEX 2 CI X PVC STL COUP		EA	0.00
			INVOICE SUB-TOTAL			**312.57**
			TAX	Ventura/Oxnard		**28.91**

ITEM CODE	DESCRIPTION	NOTICE
AP40FCPP20	4X20 ABS PLUS S40 FOAM CORE PIPE	<!> WARNING: Cancer and Reproductive Harm - www.P65warnings.ca.gov
ADWV4P	4 ABS DWV 45 ELL	<!> WARNING: Cancer and Reproductive Harm - www.P65warnings.ca.gov
ADWVCP	4 ABS DWV COUP	<!> WARNING: Cancer and Reproductive Harm - www.P65warnings.ca.gov
ADWVYP	4 ABS DWV WYE	<!> WARNING: Cancer and Reproductive Harm - www.P65warnings.ca.gov

****

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

****

WATER FLOW RATE NOTICE: LAVATORY FAUCETS WITH FLOW RATES OVER 0.5 GPM ARE NOT ALLOWED FOR 'PUBLIC USE' IN CALIFORNIA.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.

TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** **$341.48**

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

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Marina West EL.
Change order 1002

PO # 46937-1002

THE HOME DEPOT

How doers get more done.

21218 ROSCOE BLVD CANOGA PARK CA 91304
ALICIA L PAYAN@HOMEDEPOT.COM

0612 00034 31459 05/12/25 02:41 PM
SALE CASHIER ORLANDO

4715409150039 SIN NTLTI100 <A>
GE 8" NATURAL CABLE TIE 100PK
2@11.98 23.96
670750843280 1X100 PIPE <A> 124.00
1" X 100FT WHITE PEX-A PIPE

SUBTOTAL 147.96
SALES TAX 14.43
TOTAL $162.39
XXXXXXXXXXXX7861 VISA
USD$ 162.39
AUTH CODE 612114/9341603
Contactless
AID A0000000031010 VISA CREDIT

P.O.#/JOB NAME: 0

0612 05/12/25 02:41 PM

0612 34 31459 05/12/2025 9940

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	90	08/10/2025

Docusign Envelope ID: 09F0681E-0BF7-4793-AB8F-2C9596D59A12



Manna WEST EL.
PO # 46950-1002

THE HOME DEPOT
How doers get more done.

401 W VENTURA BLVD,CAMARILLO,CA 93010
(805)389-9918 SCOTTMADISON@HOMEDEPOT.COM

1012 00063 77956 05/13/25 01:56 PM
SALE CASHIER MAURICIO

020066442347 PT2XSATCLR <A> 12.95
PAINTERS TOUCH 2X SATIN CLEAR
2@6.48
008925153313 1-1/2 IN. X <A> 7.67
1-1/2 IN. X 6 IN. SPEEDEMON SPADE BI
691514772801 77230 <A> 7.34
PROPRESS 3/4" TEE PXPXP
046878657311 1/2" STAKE <A> 4.47
1/2"-5/8" LOOP STAKE- 10/BAG
810053463383 1 IN J-HOOK <A> 4.16
1" CTS PIPE CLAMP (10-PACK)

SUBTOTAL	36.60
SALES TAX	2.65
TOTAL	$39.25

XXXXXXXXXXXX7861 VISA
USD$ 39.25
TA
AUTH CODE 513185/8635019
Contactless
AID A0000000031010 VISA CREDIT

P.O.#/JOB NAME: MARINA WEST 1002

1012 05/13/25 01:56 PM

1012 63 77956 05/13/2025 4358

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	90	08/11/2025

Docusign Envelope ID: 09F0681E-0BF7-4793-AB8F-2C9596D59A12

Suttles Plumbing & Mechanical Corp.
License #: 268688 • B, C4, C16, C20, C34, C36, C42, C61, D40
WBE#2005127686 SB-PW #35029 DIR #1000013842

T&M Change Order Request

Attention:
Contractor: Edwards Construction Group
Email:
Project: 240192
Description: Marina West Elementary
Address: 2501 Carob St
Oxnard CA 93035
Regarding: Temp sewer for NFL trailer as directed.

COR# 1003
Date: 6/23/2025
Contractor RFP:
Suttles RFI#
Contractor RFC#
Addendum#
Bulletin#

Amount of Change Order Request: ***$ 3,871.00***

This is the cost to add the described scope to our contract. This work has been completed on a Time and Material basis as directed and is payable at the time of submission. Please promptly execute a Change Order for this added scope. This completed work shall become billable in the next billing cycle 30 days after submission. Change Order pricing has no allowance for retention therefore Change Orders should not be subject to retention.

This completed work will be subject to 1.5% per month interest beginning 30 days after first billing cycle it should be billable as noted above.

Exclusions:
Added bond fees, permits or other fees, BIM, CAD, cost associated with design, engineering, or approval process, coring, sawcutting, demo, hauling, patching and waterproofing/weatherproofing are excluded unless specifically included above or on recap. Excludes shift, holiday, or overtime work unless specifically noted above or on recap.

Approved by: _____ **Date:**_____

Docusign Envelope ID: 09F0681E-0BF7-4793-AB8F-2C9596D59A12

Suttles Plumbing & Mechanical Corp

CSLB License #268688 B, C4, C16, C20, C34, C36, C42, C61, D40

Attention:		**COR#**	1003
Contractor:	Edwards Construction Group	**Date:**	6/23/2025
Email:		**Contractor RFP:**	
Project:	240192	**Suttles RFI#**	
Description:	Marina West Elementary	**Contractor RFI#**	
Address:	2501 Carob St	**Addendum#**	
	Oxnard CA 93035	**Bulletin#**	
Regarding:	Temp sewer for NFL trailer as directed.		

CHANGE ORDER RECAP

MATERIAL SUMMARY

General Materials from Estimate			$ 466.95
Miscellaneous Materials/Hardware Added		3%	$ 14.01
MATERIAL SUBTOTAL			$ 480.96
MATERIAL TAX		**9.25%**	$ 44.49
DIRECT MATERIAL COST			$ 525.45
MATERIAL OHP		**10%**	$ 52.55
MATERIAL TOTAL			$ 578.00

LABOR SUMMARY

	HOURS	RATE	AMOUNT
Foreman	6.00	$ 109.40	$ 656.40
Plumber	4.00	$ 99.02	$ 396.08
Operator	6.00	$ 108.07	$ 648.42
Laborer	0.00	$ 84.58	$ -
Foreman Overtime	0.00	$ 146.57	$ -
Foreman Double Time	0.00	$ 181.72	$ -
Plumber Overtime	0.00	$ 131.44	$ -
Plumber Double Time	0.00	$ 162.00	$ -
Operator Overtime	0.00	$ 141.47	$ -
Operator Double Time	0.00	$ 174.87	$ -
Laborer Overtime	0.00	$ 110.13	$ -
Laborer Double Time	0.00	$ 135.68	$ -
BIM Technician- Plumber	0.00	$ 109.40	$ -
Cleanup @ 2%	0.32	$ 99.02	$ 31.69
	0.00	$ 99.02	$ -
DIRECT LABOR TOTAL COST	**16.32**		**$ 1,732.59**
LABOR OVERHEAD AND PROFIT		**10%**	**$ 173.26**
LABOR TOTAL			**$ 1,905.85**

EQUIPMENT SUMMARY

Rented Equipment		$ 610.00
Rented Equipment Fees		$ 12.20
Rented Equipment Insurance		$ 85.40
Rented Equipment Tax	**0.00%**	$ -
Rented Equipment Delivery and Pickup		$ 264.00
Fuel Cost		$ 37.50
Owned Equipment		$ 251.76
Equipment Subotal		$ 1,260.86
Equipment Overhead and Profit	**10%**	$ 126.09
EQUIPMENT TOTAL:		**$ 1,386.95**

SUBCONTRACTOR SUMMARY

Subcontractor		$ -
Subcontractor Overhead and Profit	**5%**	$ -
SUBCONTRACTOR TOTAL:		**$ -**

ADDITIONAL MISC COST AND FEES

Material Freight/Delivery		$ -
Permit Fees		$ -
		$ -
SUBTOTAL		**$ -**
Increased Bond Premium due to Change	**0.00%**	**$ -**
ADDITIONAL COSTS		**$ -**

TOTALS

Material		*$ 578.00*
Labor		*$ 1,905.85*
Equipment		*$ 1,386.95*
Subcontractor		$ -
Additional Costs		$ -
	Total:	***$ 3,870.80***

Total Change Proposed Cost: **$ 3,871.00**

Notes / Exclusions: Added bond fees, permits or other fees, BIM, CAD, cost associated with design, engineering, or approval process, coring, sawcutting, demo, hauling, patching and waterproofing/weatherproofing are excluded unless specifically included above or on estimate sheet. Excludes shift, holiday, or overtime work unless specifically noted above or on estimate sheet.

Docusign Envelope ID: 09F0681E-0BF7-4793-AB8F-2C9596D59A12

Suttles Plumbing & Mechanical Corp

CSLB License #268688 B, C4, C16, C20, C34, C36, C42, C61, D40

Attention:
Contractor: Edwards Construction Group
Email:
Project: 240192
Description: Marina West Elementary
Address: 2501 Carob St
Oxnard CA 93035
Regarding: Temp sewer for NFL trailer as directed.

COR# 1003
Date: 6/23/2025
Contractor RFP:
Suttles RFI#
Contractor RFI#
Addendum#
Bulletin#

PROPOSED EXTRA ESTIMATE BREAKDOWN

Qty	Description	Material Unit	Material Ext.	Labor Unit	Labor Hrs Ext.
1	Field Authorized Work Ticket 5/30			10.00	10.00
1	Field Authorized Work Ticket 6/16			6.00	6.00
1	Ferguson 47079-1003	$312.570	$312.57		
60	4 ABS Pipe	$2.573	$154.38		
		Totals :	***$466.95***		***16.00***

Non Taxable Items	Unit	Ext.
Material Freight/Delivery	$0.000	$0.00
	$0.000	$0.00
Total Freight/Delivery		**$0.00**
Permit	$0.000	$0.00
	$0.000	$0.00
Total Permit Fees		**$0.00**

Labor Totals	Hrs	Labor		
	R	***OT***	***DT***	***SHIFT***
Foreman	6.00	0.00	0.00	0.00
BIM Techinican- Plumber	0.00	0.00	0.00	0.00
Plumber	4.00	0.00	0.00	0.00
Operator	6.00	0.00	0.00	0.00
Laborer	0.00	0.00	0.00	0.00
				16.00

Qty	Rentals with Delivery and Fuel	Unit	Rate	Cost	
2.00	Mini Ex	DAY	$305.00	$610.00	
		HR DAY WK 4WK LS	$0.00	$0.00	
			Rental Sub Total =	**$610.00**	
			Environmental & Other Fees Paid + %=	**$12.20**	2.0%
			Rental Insurance + % =	**$85.40**	14%
			Tax on rental=	**$0.00**	0.00%
5.00	Gallons Fuel		**FUEL=**	**$37.50**	$7.50
			Equipment Delivery charge=	**$264.00**	

Qty	Owned Equipment	Unit	Rate	Cost
6.00	Service/Utility Truck/Delivery/Storage	HR	$41.96	$251.76
		DAY	$0.00	$0.00
			Owned Equipment Total:	***$251.76***

Qty	Subcontractor	Unit	Rate	Cost
		HR DAY LS	$0.00	$0.00
			Subcontractor Total:	**$0.00**

Added Resources

MATERIAL FREIGHT/DELIVERY FEES		***$0.00***
PERMIT FEES		***$0.00***
ADDITIONAL BOND PREMIUM	**0.00%**	

Notes / Exclusions: Added bond fees, permits or other fees, BIM, CAD, cost associated with design, engineering, or approval process, coring, sawcutting, demo, hauling, patching and waterproofing/weatherproofing are excluded unless specifically included above or on recap. Excludes shift, holiday, or overtime work unless specifically noted above or on recap.

Docusign Envelope ID: 09F0681E-0BF7-4793-AB8F-2C9596D59A12

Clear

DIR #1000013842
WBE #2005127686 * SB-PW #35029

LICENSE # 268688
B * C4 * C16 * C20 * C34 * C36 * C42 * C61 * D40

Job #_____
SPMC COP #1003
Ticket # : ⊙1 ○2 ○3 ○4 ○5 ○6 ○7 ○8 ____
Total Tickets: _____

FIELD AUTHORIZED WORK TICKET

Must Be Complete Before Work Begins

Contractor: Edwards cons.
Job Name: Marina west elementary **Suite#**
Address:

Contact: Rob perks
Phone #: **Email**

Foreman: Ed Melero
Project Manager: Jesse R
Date: 5-30-2025

DESCRIPTION OF WORK
Pot hole and expose the sewer line for
The NFL bungalow. Once we found it we cleaned
Around the pipe and started to trench the
Temp sewer line. We found existing electrical
Pipes that did not have burial tape and
not encase in slurry. We had to hand dig around
The 3 line we found.
Owner Reference # (RFI #,CCD #)

Authorized to Start Work Above

X_____

MATERIALS		
PO#		**Supplier**
#	47079-1003	Ferguson
#		
#		
#		
Qty:	**Material From Stock**	
Tons:		
	Sand	
	Gravel	
Yds:		
	Concrete	
	Slurry	
Additional Material List Attached ○***Y*** ○***N***		

RENTAL EQUIPMENT & TOOLS (Daily)			
Qty.	**Description**	**Qty.**	**Description**
	Service Truck		Pro Press
	Compactor		Generator
	Compressor		Scissor Lift
	Pump		Trench Plate
	Cut Off Saw		Excavator
	Breaker		Skid Steer
	Shoring		Laser Level
	Snake		
1	Mini ex kubota		

LABOR (Minimum Requirement From Union)				
Name	**R**	**OT**	**Start**	**End**
Ed Melero	2		:	:
Danny Gonzalez	4		:	:
Joseph Baldwin	4		:	:
			:	:
			:	:
			:	:
			:	:
			:	:
			:	:
TOTAL PLUMBER HRS.			= 10	

Qty.	Description		Company
	☐Saw Cut	☐ Coring	
	☐Utility Locator	☐ Camera	
	☐Chlorination	☐Backflow	

As Built Complete:	○ **Y**	⊙ **N**
Pictures Taken / Safety:	⊙ **Y**	○ **N**
Signed Inspection Request Attached:	○ **Y**	⊙ **N**
Is Work Complete	○ **Y**	⊙ **N**

SPMC Supervisor who Authorized Work:

Ed Melero
(Print)

X_____
(SPMC Employee)

Work Accepted by Purchaser's Representative:

Siliana C. Tracking for T&M, price to be c
(Print)

X_____
(Contractor / Firm Employee)

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Clear

DIR #1000013842
WBE #2005127686 * SB-PW #35029

LICENSE # 268688
B * C4 * C16 * C20 * C34 * C36 * C42 * C61 * D40

Job # 240192
SPMC COP # 1003
Ticket # : ⊙1 ○2 ○3 ○4 ○5 ○6 ○7 ○8 ____
Total Tickets: 1

FIELD AUTHORIZED WORK TICKET

Must Be Complete Before Work Begins

Contractor: Edward's Construction
Job Name: Marina West Elementary **Suite#**
Address: 200 S. California St.
Oxnard
Contact:
Phone #: **Email**

Foreman: Matt Tougas
Project Manager: Dani Ireland
Date: 6/16/25

DESCRIPTION OF WORK
Connection of temporary sewer for 2 bungalows and
Backfill
Owner Reference # (RFI #,CCD #)

Authorized to Start Work Above

X_____

MATERIALS		
PO#		**Supplier**
#		
#		
#		
#		
Qty:	**Material From Stock**	
3	20' 4" ABS Pipe	
Tons:		
	Sand	
	Gravel	
Yds:		
	Concrete	
	Slurry	
Additional Material List Attached ○***Y*** ○***N***		

RENTAL EQUIPMENT & TOOLS (Daily)			
Qty.	**Description**	**Qty.**	**Description**
	Service Truck		Pro Press
	Compactor		Generator
	Compressor		Scissor Lift
	Pump		Trench Plate
	Cut Off Saw	1	Excavator
	Breaker		Skid Steer
	Shoring		Laser Level
	Snake		

LABOR (Minimum Requirement From Union)				
Name	**R**	**OT**	**Start**	**End**
Matt Tougas	4		11 :30	2 :30
Joe Baldwin	2		12 :30	2 :30
			:	:
			:	:
			:	:
			:	:
			:	:
			:	:
			:	:
	TOTAL PLUMBER HRS.		= 6	

Qty.	Description	Company
	☐Saw Cut ☐ Coring	
	☐Utility Locator ☐ Camera	
	☐Chlorination ☐Backflow	

As Built Complete:	○ **Y**	⊙ **N**
Pictures Taken / Safety:	⊙ **Y**	○ **N**
Signed Inspection Request Attached:	○ **Y**	⊙ **N**
Is Work Complete	⊙ **Y**	○ **N**

SPMC Supervisor who Authorized Work:

Matt Tougas
(Print)

X_____
(SPMC Employee)

Work Accepted by Purchaser's Representative:

Siliana Ch. Tracking T&M. Price TBD
(Print)

X_____
(Contractor / Firm Employee)

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240192 Marina West ES

FERGUSON

4374 TRANSPORT STREET
VENTURA, CA 93003

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
5432330	$341.48	1030474	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #1350
PO BOX 740827
LOS ANGELES, CA 90074-0827

Please contact with Questions: 909-517-3085

MASTER ACCOUNT NUMBER: 186966

SHIP TO:

SUTTLES PLUMBING & MECH CORP
2501 CAROB ST
MARINA WEST
OXNARD, CA 93035

SUTTLES PLUMBING & MECH CORP
2267 AGATE COURT
MARINA WEST
SIMI VALLEY, CA 93065

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
602	602	CA56OX	47079-1002 3	JEB	MARINA WEST	05/21/25	IO 637351

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			Thank you for your business!			
100	100	AP40FCPP20	4X20 ABS PLUS S40 FOAM CORE PIPE	257.291	C	257.29
4	4	ADWV4P	4 ABS DWV 45 ELL	5.760	EA	23.04
4	4	ADWVCP	4 ABS DWV COUP	2.919	EA	11.68
1	1	ADWVYP	4 ABS DWV WYE	12.648	EA	12.65
1	1	I10243	1 QT ABS CMNT 773	7.908	EA	7.91
3	0	F300022	PROFLEX 2 CI X PVC STL COUP		EA	0.00
			INVOICE SUB-TOTAL			**312.57**
			TAX	Ventura/Oxnard		**28.91**

ITEM CODE	DESCRIPTION	NOTICE
AP40FCPP20	4X20 ABS PLUS S40 FOAM CORE PIPE	<!> WARNING: Cancer and Reproductive Harm - www.P65warnings.ca.gov
ADWV4P	4 ABS DWV 45 ELL	<!> WARNING: Cancer and Reproductive Harm - www.P65warnings.ca.gov
ADWVCP	4 ABS DWV COUP	<!> WARNING: Cancer and Reproductive Harm - www.P65warnings.ca.gov
ADWVYP	4 ABS DWV WYE	<!> WARNING: Cancer and Reproductive Harm - www.P65warnings.ca.gov

****

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

****

WATER FLOW RATE NOTICE: LAVATORY FAUCETS WITH FLOW RATES OVER 0.5 GPM ARE NOT ALLOWED FOR 'PUBLIC USE' IN CALIFORNIA.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.

TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** **$341.48**

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

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240192 Marina West ES

PDQ EQUIPMENT

800-300-9997 Info@PDQRentals.com

10826 Shoemaker
Santa Fe Springs, CA 90670
562-944-3206 phone

Invoice Date: 5/28/2025

Status: Closed

Contract #: 883066
Date Out: Thu 05/22/2025 6:00am
Operator: Adam Meister
Salesman: RPN

Customer # 20066

Terms: On Account Invoice Due 06/27/2025

Suttles Plumbing & Mechanical
2267 Agate Court
Simi Valley, CA 93065-6983

818 718-9779 FAX 805 856-2299

Job Descr: Oxnard, 2501 Carob St
PO #: 47071-1003

Qty	Items Rented		Status	Returned Date	Rental Fee
1	Excavator, 8,500# Takeuchi TB235-2	8323516	Returned	05/23/2025 4:00pm	$610.00
	Meter out: 1,822.50 Meter in: 1,828.70 Total hours on meter:6.20 Full Fuel It is the operator's responsibility to provide a clear and adequate work area around this machine before operating. Damage to cab, tracks, and/or turret is not covered by damage waiver because it is the duty of the operator to allow clearance for rotation during standard digging operations. Damage to cab, tracks, and/or turret will be charged to the customer.				
1	Bucket, 18" Q/C EX 10K-12K	109916	Returned	05/23/2025 4:00pm	$0.00
1	Bucket, 24" Q/C EX 6K-8K	119234	Returned	05/23/2025 4:00pm	$0.00

Qty	Items Sold			Price Each	Price
1	Delivery and Pick Up Charge	1DP	Sold	240.00	$240.00
	Rental continues until termination number is issued X _____ Please call 800-300-9997 Delivered by X_____ Picked up by X_____				
1	10% Transportation Surcharge		Sold	24.00	$24.00

Ordered by: Joseph

Marina West School

Remit to: 10826 Shoemaker Ave., Santa Fe Springs, Ca. 90670

For an additional 15% fee, PDQ agrees to waive claims for damages to the rented items as specified on this contract. Damage waiver is required unless customer has previously supplied PDQ with a certificate of insurance showing that protection is provided PDQ for any damage to the rental items. Customer understands that damage waiver is not insurance.

CUSTOMER ACCEPTS DAMAGE WAIVER ☐ DAMAGE WAIVER REFUSED ☐

Customer is responsible for the theft of equipment. Keep it locked! Customer is responsible to provide a trained and qualified operator for all rented items. Customer has a duty to perform daily or more often safety checks including coolant, oil, tires, and consumable materials. Fuel used and ALL tire or track damage except normal wear will be charged to the customer.

Daily, weekly or monthly rate shall be limited to 8 hours per day, 5 days per week. The monthly rate equals four weekly usages or a maximum of 28 calendar days. Additional hours/days will be charged on a pro-rata basis. Without a charge account weekly/monthly rates are not automatic and must be paid in advance of rental.

On behalf of myself and my firm, I agree to rent the above items at the rate and for the period of time indicated and subject to the terms set forth here and on the back of this document. I agree that PDQ shall not be held liable or responsible for accidents or damage resulting from use of rental items and the customer, his heirs, executors or agents and as a part of this consideration for renting hereby release PDQ from all claims and causes of action for injury to persons or property which may hereafter arise.

X _____

I HAVE HAD THE OPPORTUNITY TO READ BOTH SIDES OF THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS.

PDQ ENTERPRISES INC. by
X _____ President
PDQ RENTALS AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Rental:	$610.00
Damage Waiver:	$0.00
Sales:	$24.00
Delivery Charge:	$240.00
Misc. Charges:	$0.00
Subtotal:	$874.00
2% Enviro:	$12.20
City of Santa Fe Springs	$0.00
TOTAL:	$886.20
PAID:	$0.00
AMOUNT DUE:	*$886.20*

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Suttles Plumbing & Mechanical Corp.
License #: 268688 • B, C4, C16, C20, C34, C36, C42, C61, D40
WBE#2005127686 SB-PW #35029 DIR #1000013842

Change Order Request

Attention:
Contractor: Edwards Construction Group
Email:
Project: 240192
Description: Marina West Elementary
Address: 2501 Carob St
Oxnard CA 93035
Regarding: Revised Sewer and Water Piping Layout per Plan C4.01

COR# 1005
Date: 7/24/2025
Contractor RFP:
Suttles RFI#
Contractor RFC#
Addendum#
Bulletin#

Amount of Change Order Request: ***$ (5,979.00)***

This is the cost to add the described scope to our contract. This proposal expires and is void and subject to revision unless a written Change Order is received within 30 calendar days. Please send a Subcontract Change Order if you would like for us to proceed with this extra work. This change order includes only the work and materials described in this proposal. If it is discovered that there is additional scope not shown or unforeseen, we reserve the right to revise this price. Please review the described scope, recap and materials to confirm it is in line with the change in scope requested. Change Order pricing has no allowance for retention therefore Change Orders should not be subject to retention.

This COR/Proposal requires #### days extension to the Project Schedule.

NOTE: The cost of this Change Order/Proposal includes only the direct costs which can be identified at this time based on the information received and the current conditions. There are no impact, ripple, acceleration, or delay costs included in this proposal. Should it be determined at a later date we are experiencing or have experienced impact costs because of multiple changes, delays, stacking of trades, multiple mobilizations or other causes beyond our control, we will submit those costs at that time.

This COR shall become progress billable the first billing cycle after work has been started as directed and shall become subject to 1.5% escalation for unpaid balances.

Due to continuing disruptions in supply chains, pricing for commodities and many other items remains unstable. We cannot guarantee these prices before approval. We reserve the right to reprice any material items until approval.

If an owner-initiated change is not accepted and authorized, Suttles Plumbing & Mechanical Corp. demands reimbursement for all costs incurred in the preparation of this quote.

Exclusions:
Added bond fees, permits or other fees, BIM, CAD, cost associated with design, engineering, or approval process, coring, sawcutting, demo, hauling, patching and waterproofing/weatherproofing are excluded unless specifically included above or on recap. EXCLUDES SHIFT, WEEKEND, HOLIDAY OR ANY OTHER OVERTIME WORK UNLESS SPECIFICALLY NOTED ABOVE OR ON RECAP.

Approved by: _____ **Date:**_____

Docusign Envelope ID: 09F0681E-0BF7-4793-AB8F-2C9596D59A12

Suttles Plumbing & Mechanical Corp

CSLB License #268688 B, C4, C16, C20, C34, C36, C42, C61, D40

Attention:		**COR#**	1005
Contractor:	Edwards Construction Group	**Date:**	7/24/2025
Email:		**Contractor RFP:**	
Project:	240192	**Suttles RFI#**	
Description:	Marina West Elementary	**Contractor RFI#**	
Address:	2501 Carob St	**Addendum#**	
	Oxnard CA 93035	**Bulletin#**	
Regarding:	Revised Sewer and Water Piping Layout per Plan C4.01		

CHANGE ORDER RECAP

MATERIAL SUMMARY

General Materials from Estimate			$ (343.40)
Miscellaneous Materials/Hardware Added		3%	$ (10.30)
MATERIAL SUBTOTAL			$ (353.70)
MATERIAL TAX		**9.25%**	$ (32.72)
DIRECT MATERIAL COST			$ (386.42)
MATERIAL OHP		**5%**	$ (19.32)
MATERIAL TOTAL			$ (405.74)

LABOR SUMMARY

	HOURS	RATE	AMOUNT
Foreman	-3.88	$ 109.40	$ (424.47)
Plumber	0.00	$ 99.02	$ -
Operator	-16.00	$ 108.07	$ (1,729.12)
Laborer	-16.00	$ 84.58	$ (1,353.28)
Foreman Overtime	0.00	$ 146.57	$ -
Foreman Double Time	0.00	$ 181.72	$ -
Plumber Overtime	0.00	$ 131.44	$ -
Plumber Double Time	0.00	$ 162.00	$ -
Operator Overtime	0.00	$ 141.47	$ -
Operator Double Time	0.00	$ 174.87	$ -
Laborer Overtime	0.00	$ 110.13	$ -
Laborer Double Time	0.00	$ 135.68	$ -
BIM Technician- Plumber	0.00	$ 109.40	$ -
Cleanup @ 2%	0.00	$ 99.02	$ -
	0.00	$ 99.02	$ -
DIRECT LABOR TOTAL COST	**-35.88**		**$ (3,506.87)**
LABOR OVERHEAD AND PROFIT		**5%**	**$ (175.34)**
LABOR TOTAL			**$ (3,682.21)**

EQUIPMENT SUMMARY

Rented Equipment		$ (1,300.00)
Rented Equipment Fees		$ (32.50)
Rented Equipment Insurance		$ (182.00)
Rented Equipment Tax	**9.25%**	$ (123.26)
Rented Equipment Delivery and Pickup		$ -
Fuel Cost		$ -
Owned Equipment		$ (162.80)
Equipment Subotal		$ (1,800.56)
Equipment Overhead and Profit	**5%**	$ (90.03)
EQUIPMENT TOTAL:		**$ (1,890.59)**

SUBCONTRACTOR SUMMARY

Subcontractor		$ -
Subcontractor Overhead and Profit	**5%**	$ -
SUBCONTRACTOR TOTAL:		**$ -**

ADDITIONAL MISC COST AND FEES

Material Freight/Delivery		$ -
Permit Fees		$ -
		$ -
SUBTOTAL		**$ -**
Increased Bond Premium due to Change	**0.00%**	**$ -**
ADDITIONAL COSTS		**$ -**

TOTALS

Material		*$ (405.74)*
Labor		*$ (3,682.21)*
Equipment		*$ (1,890.59)*
Subcontractor		$ -
Additional Costs		$ -
	Total:	***$ (5,978.54)***

Total Change Proposed Cost: $ (5,979.00)

Notes / Exclusions: Added bond fees, permits or other fees, BIM, CAD, cost associated with design, engineering, or approval process, coring, sawcutting, demo, hauling, patching and waterproofing/weatherproofing are excluded unless specifically included above or on estimate sheet. Excludes shift, holiday, or overtime work unless specifically noted above or on estimate sheet.

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Suttles Plumbing & Mechanical Corp

CSLB License #268688 B, C4, C16, C20, C34, C36, C42, C61, D40

Attention:
Contractor: Edwards Construction Group
Email:
Project: 240192
Description: Marina West Elementary
Address: 2501 Carob St
Oxnard CA 93035
Regarding: Revised Sewer and Water Piping Layout per Plan C4.01

COR# 1005
Date: 7/24/2025
Contractor RFP:
Suttles RFI#
Contractor RFI#
Addendum#
Bulletin#

PROPOSED EXTRA ESTIMATE BREAKDOWN

Qty	Description	Material Unit	Material Ext.	Labor Unit	Labor Hrs Ext.
	Credit for Bid Plan C4.01 -Water				
-452	Ft 2" Schedule 40 PVC Pipe	$1.971	-$890.89	0.06	(27.12)
-7	2" Sch 40 90	$2.236	-$15.65	0.26	(1.82)
-2	2" Sch 40 45	$2.625	-$5.25	0.26	(0.52)
-4	2" Sch 40 PVC Tees	$2.767	-$11.07	0.37	(1.48)
-452	Excavation			0.12	(54.24)
-36	CY of Sand	$59.000	-$2,124.00		
-452	Tracer Wire	$0.290	-$131.08	0.01	(4.52)
-452	ID Tape	$0.098	-$44.30	0.01	(2.26)
-452	Backfill / Compaction			0.12	(54.24)
	Credit for Bid Plan C4.01 -Sewer				
-440	4" SDR 35 Pipe	$3.024	-$1,330.56	0.08	(35.20)
-12	4" SDR Wye	$30.840	-$370.08	1.71	(20.52)
-13	4" SDR 45	$22.882	-$297.47	1.16	(15.08)
-440	Excavation			0.13	(57.20)
-35	CY Sand	$59.000	-$2,065.00		
-440	Tracer Wire	$0.290	-$127.60	0.01	(4.40)
-440	ID Tape	$0.098	-$43.12	0.01	(2.20)
-440	Backfill / Compaction			0.13	(57.20)
	Add for New Plan C4.01 -Water				
392	Ft 2" Schedule 40 PVC Pipe	$1.971	$772.63	0.06	23.52
15	2" Sch 40 90	$2.236	$33.54	0.26	3.90
2	2" Sch 40 45	$2.625	$5.25	0.26	0.52
5	2" Sch 40 PVC Tees	$2.767	$13.84	0.37	1.85
2	2" Ball Valve	$219.128	$438.26	1.00	2.00
2	2x8" Schedule 80 Nipples	$4.817	$9.63	0.26	0.52
2	Yard Box with Lid	$135.240	$270.48	2.50	5.00
392	Excavation			0.12	47.04
31	CY Sand	$59.000	$1,829.00		
392	Tracer Wire	$0.290	$113.68	0.01	3.92
392	ID Tape	$0.098	$38.42	0.01	1.96
392	Backfill / Compaction			0.12	47.04
	Add for New Plan C4.01 -Sewer				
356	4" SDR 35 Pipe	$3.024	$1,076.54	0.08	28.48
13	4" SDR Wye	$30.840	$400.92	1.71	22.23
14	4" SDR 45	$22.882	$320.35	1.16	16.24
356	Excavation			0.13	46.28
28	CY Sand	$59.000	$1,652.00	0.00	0.00
356	Tracer Wire	$0.290	$103.24	0.01	3.56
356	ID Tape	$0.098	$34.89	0.01	1.78
356	Backfill / Compaction			0.13	46.28
		Totals :	***-$343.40***		***(35.88)***

	Non Taxable Items	Unit	Ext.
0	Material Freight/Delivery Fees- Slurry/Truck	$745.000	$0.00
		$0.000	$0.00
	Total Freight/Delivery		**$0.00**
	Permit	$0.000	$0.00
		$0.000	$0.00
	Total Permit Fees		**$0.00**

Labor Totals	Hrs	Labor		
	R	***OT***	***DT***	***SHIFT***
Foreman	-3.88	0.00	0.00	0.00
BIM Techinican- Plumber	0.00	0.00	0.00	0.00
Plumber	0.00	0.00	0.00	0.00
Operator	-16.00	0.00	0.00	0.00
Laborer	-16.00	0.00	0.00	0.00
				-35.88

Qty	Rentals with Delivery and Fuel	Unit	Rate	Cost	
-2.00	Mini Ex	DAY	$350.00	($700.00)	
-2.00	Skidsteer	DAY	$300.00	($600.00)	
		EA	$0.00	$0.00	
		DAY	$0.00	$0.00	
		HR DAY WK 4WK LS	$0.00	$0.00	
			Rental Sub Total =	**($1,300.00)**	
			Environmental & Other Fees Paid + %=	**($32.50)**	2.5%
			Rental Insurance + % =	**($182.00)**	14%
			Tax on rental=	**($123.26)**	9.25%
0.00	Gallons Fuel		**FUEL=**	**$0.00**	$7.50
			Equipment Delivery charge=	**$0.00**	

Qty	Owned Equipment	Unit	Rate	Cost
-3.88	Service/Utility Truck/Delivery/Storage	HR	$41.96	($162.80)
		DAY	$0.00	$0.00
			Owned Equipment Total:	***($162.80)***

Qty	Subcontractor	Unit	Rate	Cost
0.00		EA	$0.00	$0.00
		HR DAY LS	$0.00	$0.00
			Subcontractor Total:	**$0.00**

Added Resources		
MATERIAL FREIGHT/DELIVERY FEES		***$0.00***
PERMIT FEES		***$0.00***
ADDITIONAL BOND PREMIUM	**0.00%**	

Notes / Exclusions: Added bond fees, permits or other fees, BIM, CAD, cost associated with design, engineering, or approval process, coring, sawcutting, demo, hauling, patching and waterproofing/weatherproofing are excluded unless specifically included above or on recap. Excludes shift, holiday, or overtime work unless specifically noted above or on recap.

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SMARDAN SUPPLY CO.
FLUMBING • INDUSTRIAL • MECHANICAL • PVF

262 W. Alameda Ave.
Burbank, CA 91502
818-845-2477
www.smardan.com

Quotation

SANTA BARBARA - GARDENA - FOUNTAIN VALLEY
SOUTH EL MONTE - BURBANK - SAN LUIS OBISPO

QUOTE DATE	QUOTE NUMBER
07/25/25	S4263255

ORDER TO:
SMARDAN SUPPLY - BURBANK
262 W. ALAMEDA AVE.
BURBANK CA 91502
818-845-2477 Fax 818-955-8248

PAGE NO: 1

QUOTE TO:
SUTTLES PLBG & MECH
2267 AGATE COURT
SIMI VALLEY, CA 93065

SHIP TO:
SUTTLES PLBG - MARINA WEST
2501 CAROB STREET
OXNARD BEACH, CA 93035

CUSTOMER NUMBER	OUR CUSTOMER P/O NUMBER	RELEASE # / JOB NAME	SALESPERSON
27168			BURBANK HOUSE

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
ROBERT WADE (5)	OUR TRUCK	Net Due 30 Days	07/25/25	No

ORDER QTY	DESCRIPTION	Net Price	Ext Price
20ft	2x20' S40 PVC/DWV PIPE 7200B	1.971	39.41
1ea	2" SxS S40 90 PVC ELL 406-020	2.236	2.24
1ea	2" PVC SCH40 SxS TEE 401020	2.767	2.77
1ea	2" PVC SCH 40 45 ELL SLIP 417020	2.625	2.63
1ea	2 X 8 PVC 80 NIPPLE	4.817	4.82
1ea	2" PVC SCH 40 COUPLING SLIP 429020	1.344	1.34
1ea	T68580-LF 2" THRD FULL PORT BV	219.128	219.13
1ea	OC 1000401 BOX, G03T BOLT DOWN TRAFFIC VALVE ** SPECIAL ORDER - NO RETURNS **	83.827	83.83
1ea	OC 3000627 LID, G03 CT - ""WATER"" IMPT ** SPECIAL ORDER - NO RETURNS **	51.414	51.41
20ft	4" x 20' SDR35 PVC GASKETED PIPE	3.024	60.47
1ea	4" SDR35 PVC GASKETED WYE G304 01A040404GGG	30.840	30.84
1ea	4" SDR35 PVC GASKETED 1/8 BEND G504 21A4504GG	22.882	22.88
1ea	3"X1000 DET BURIAL TAPE WATER TADT3BW 513272	98.367	98.37
1ea	3" X 1000' DET BURIAL TAPE SEWER TADT3GS GREEN SEWER 513285	98.367	98.37

*** Due to current market conditions, prices on this quotation expire at the end of
*** the current business day. Please contact your sales rep for further information.
*** This quotation does not include freight charges if applicable.
Any sales tax indicated is based on shipping to your regular billing zip code.
Shipping to an alternate address may alter the tax amount.

Subtotal	718.51
S&H CHGS	0.00
Sales Tax	66.46
Amount Due	784.97

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Edwards Construction Group, Inc.
991 Bennett Ave
Arroyo Grande, California 93420
P: (805) 335-1161
F: (805) 614-9906

Project: 24-022 Marina West Oxnard LLB
2501 Carob St
Oxnard, California 93035
P: 805-385-1554

RFI #5: As Built Water Service to Portables vs CDC/First 5

Status	Open		
To	Loretta Steele (Flewelling & Moody)	**From**	Robert Perks (Edwards Construction Group, Inc.)
Date Initiated	Mar 11, 2025	**Due Date**	Mar 25, 2025
Location		**Project Stage**	
Cost Impact		**Schedule Impact**	
Spec Section		**Cost Code**	
Drawing Number		**Reference**	
Linked Drawings			
Received From		**Sub Job**	
Copies To	Justin Boe (Edwards Construction Group, Inc.), Siliana Chacon (Edwards Construction Group, Inc.), Matthew Hernandez (Edwards Construction Group, Inc.), Robert Perks (Edwards Construction Group, Inc.), Mikey Prado (Edwards Construction Group, Inc.), Gerald Schober (Caldwell Flores Winters, Inc.) , Loretta Steele (Flewelling & Moody), Jun Tanaka (Flewelling & Moody)		

Activity

Question

Question from Robert Perks Edwards Construction Group, Inc. *on Tuesday, Mar 11, 2025 at 01:13 PM PDT*

There two separate water supplies from the street, one clearly is indicated on the as-builts and should be supplying buildings C through J. Building K appears to be on a separate supply. Please confirm if this only supplies Bldg K and can be removed at this time, or if it feeds other occupied buildings e.g. A, B and Kitchen.

Attachments
Screenshot 2025-01-03 111015 Marina West 01.3.25.png, Screenshot 2025-03-11 at 12.51.14 PM.png, Screenshot 2025-03-11 at 12.50.48 PM.png, MWES ReloCR_AsBuilt P1.01.pdf

Awaiting an Official Response

Response:
Per phone call, contractor to field verify depths of sewer at Bldg A and at street lateral. Also, verify water points of connection locations to Bldgs A and B.

Josiah Jenison (Encompass Consultant Group)

Response reviewed by:

Jun Tanaka, F&M
03/18/2025

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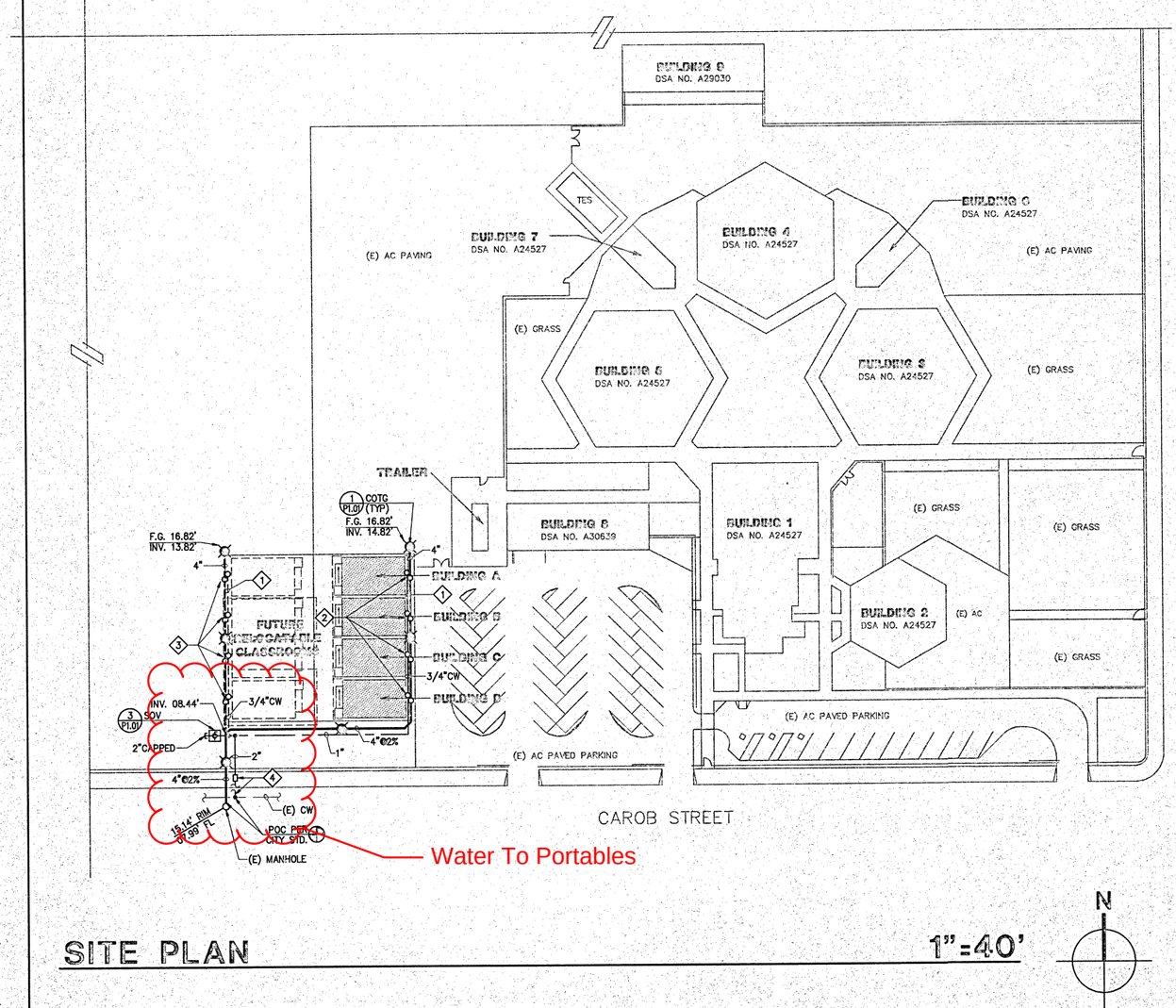
Reference Notes

1. Water and sewer pipe below grade.
2. Install sink in classroom and connect 2" waste and 3/4" cw per detail #2.
3. Additive alternate #10: Extend 4" sewer & 3/4" cw for future buildings and install box with connections at each future relocatable location per detail #4 . (additive alternate piping is shown dashed)
4. Install new 2" water service to street. Provide a 3/4" meter in a vault sized for a 2" meter.

ABBREVIATIONS

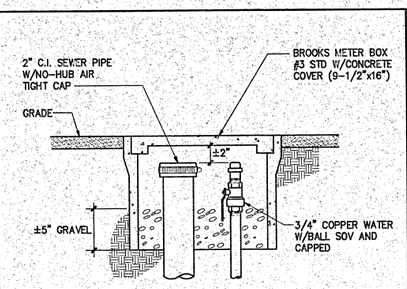
ABV	ABOVE	INV	INVERT
ADA	AMERICAN DISABILITIES ACT	LH	LEFT HAND
AFF	ABOVE FINISHED FLOOR	L	LAVATORY
ARCH	ARCHITECT	LBS	POUNDS
BEL	BELOW	(N)	NEW
BLDG	BUILDING	NTS	NOT TO SCALE
CI	CAST IRON	PSI	POUNDS PER SQUARE INCH
CP	CHROME PLATED	RM	ROOM
DF	DRINKING FOUNTAIN	SD	STORM DRAIN
DN	DOWN	SOV	SHUT-OFF VALVE
(E)	EXISTING	TYP	TYPICAL
ELEC	ELECTRICAL	U	URINAL
FD	FLOOR DRAIN	UON	UNLESS OTHERWISE NOTED
FG	FINISH GRADE	VTR	VENT THROUGH ROOF
FS	FLOOR SINK	W	WASTE
FT	FEET OR FLUSH TANK	WC	WATER CLOSET
FU	FIXTURE UNITS	WT	WEIGHT
FV	FLUSH VALVE	W/	WITH
GA	GAGE OR GAUGE	W/O	WITHOUT
GALV	GALVANIZED		
GPM	GALLONS PER MINUTE		
HB	HOSE BIBB		



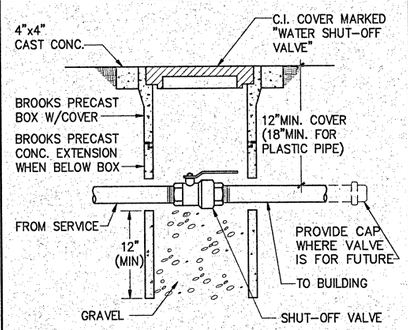
SITE PLAN

1"=40'

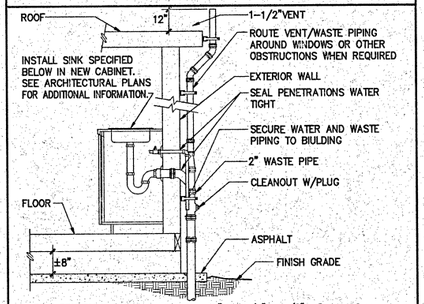
N



4 FUTURE RELOCATABLE CLASSROOM CONNECTION

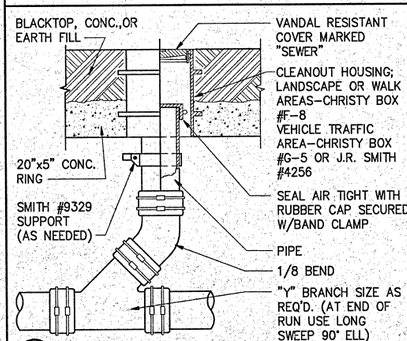


3 VALVE IN YARD BOX



SINK SPECIFICATIONS: HAWS #4230, 31"x19-1/2"x6-1/2", 18 GA. SS. HAWS FAUCET #5511, BUBBLER #5056, GRID DRAIN #5455. INCLUDE C.P. BRASS "P" TRAP & KEY STOP W/SUPPLY.

2 SINK INSTALLATION & BLDG. CONN.



1 GRADE CLEANOUT

PLUMBING LEGEND

SYMBOL	ABBREV.	DESCRIPTION
	S	SEWER
	CW	COLD WATER
		BALL VALVE
		HOSE BIBB
		PIPE UP
		PIPE DOWN
		PIPES CONNECTED
		CAPPED/PLUGGED PIPE
	FCO	FLOOR CLEANOUT
	WCO	WALL CLEANOUT
	COTG	CLEANOUT TO GRADE
		VALVE IN RISER
	POC/POD	POINT OF CONNECTION OR DISCONNECTION
		VALVE IN YARD BOX

NOTES

GENERAL

Contractors are referred to the book specifications of the project for more detailed and additional requirements.

All work shall comply with current adopted state and local codes including UMC, UBC, UPC, and all State of California current amendments, and all applicable California Title-24 requirements.

Furnish all labor, materials, transportation, and perform all required operations to provide a complete and operable system, in accordance with the full intent and meaning of the Drawings, Specifications, and per standard trade practices.

The installation of piping and equipment shall be made in such a manner to clear beams and obstructions. Do not cut into or reduce the size of plates or any load carrying members without approval of the Architect. Check drawings and work of others to prevent interference.

PLUMBING

All locations of piping and equipment are shown diagrammatically. Adhere to locations as closely as possible. Vary runs or shape of piping as required to meet structural and other interferences or as required by Architect.

No product will be accepted on the job site without prior approval by the Architect. The Contractor shall submit catalog sheets of all plumbing equipment.

PLUMBING MATERIALS

Sanitary soil & waste piping:

Piping shall be standard weight cast iron "no-hub" pipe and fittings throughout.

Domestic Water Piping:

Piping underground, exterior to the building shall be hard drawn type "K" copper tube made up with wrought or forged copper fittings. Schedule 40 PVC pipe and fittings may be used at the contractor's option when authorized by local jurisdiction.

Piping above ground shall be type "L" hard drawn copper tube made up with wrought or forged copper fittings. No type "M" copper water piping is permitted within the building.

Only lead-free solder may be used on the water system.

STAMPS

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
APPL.
AC____ FLS____ SS____
DATE

DSA

LICENSED ARCHITECT WILLIAM TURNER No. C-8702 REN. 10-97 STATE OF CALIFORNIA

A/E

REGISTERED PROFESSIONAL ENGINEER KEITH BRUMMEL M 17,084 MECHANICAL STATE OF CALIFORNIA

MECH.

Brummel, Myrick & Associates
mechanical engineering
3562 Empleo St., Suite A
San Luis Obispo, CA 93401
OFF. (805) 544-4269
FAX (805) 544-4335
BMA JOB #96-196

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san luis obispo
3211 broad street
suite 113
san luis obispo
california 93401
805 546-0433

david r. cartmal, a.i.a., C-8702
frank a. ghezzi, a.i.a., C-8021
mark engelsen, a.i.a., C-3132
william r. tuculet, a.i.a., C-6554
principal architect
principal architect
principal architect
principal architect

PLUMBING SITE PLAN

MARINA WEST ELEMENTARY SCHOOL
RELOCATABLE CLASSROOMS
2501 CAROB STREET
OXNARD, CALIFORNIA
OXNARD SCHOOL DISTRICT

job no.	96-177
date	11/01/96
drawn by	C. Schellhase
chk'd by	C. Schellhase
copyright	1996

P 1.01

NAME: C:\DRAWINGS\96196\PLUM12.DWG DATE: OCT 30, 1996 TIME: 5:10 PM PLOTTED BY: CHRIS SCHELLHASE

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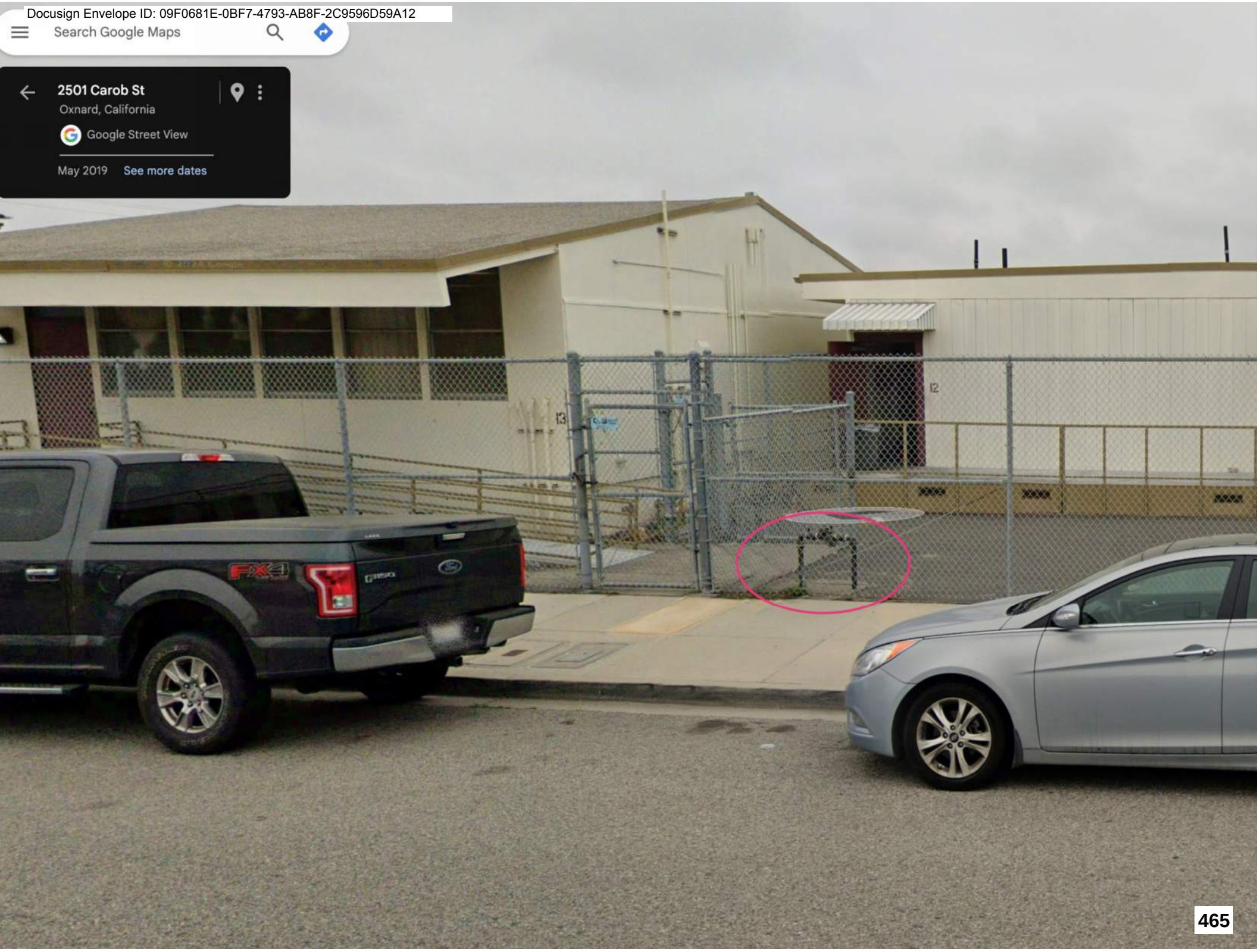


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2520 Carob St
Oxnard, California
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May 2019
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13
MARINA
Carob St

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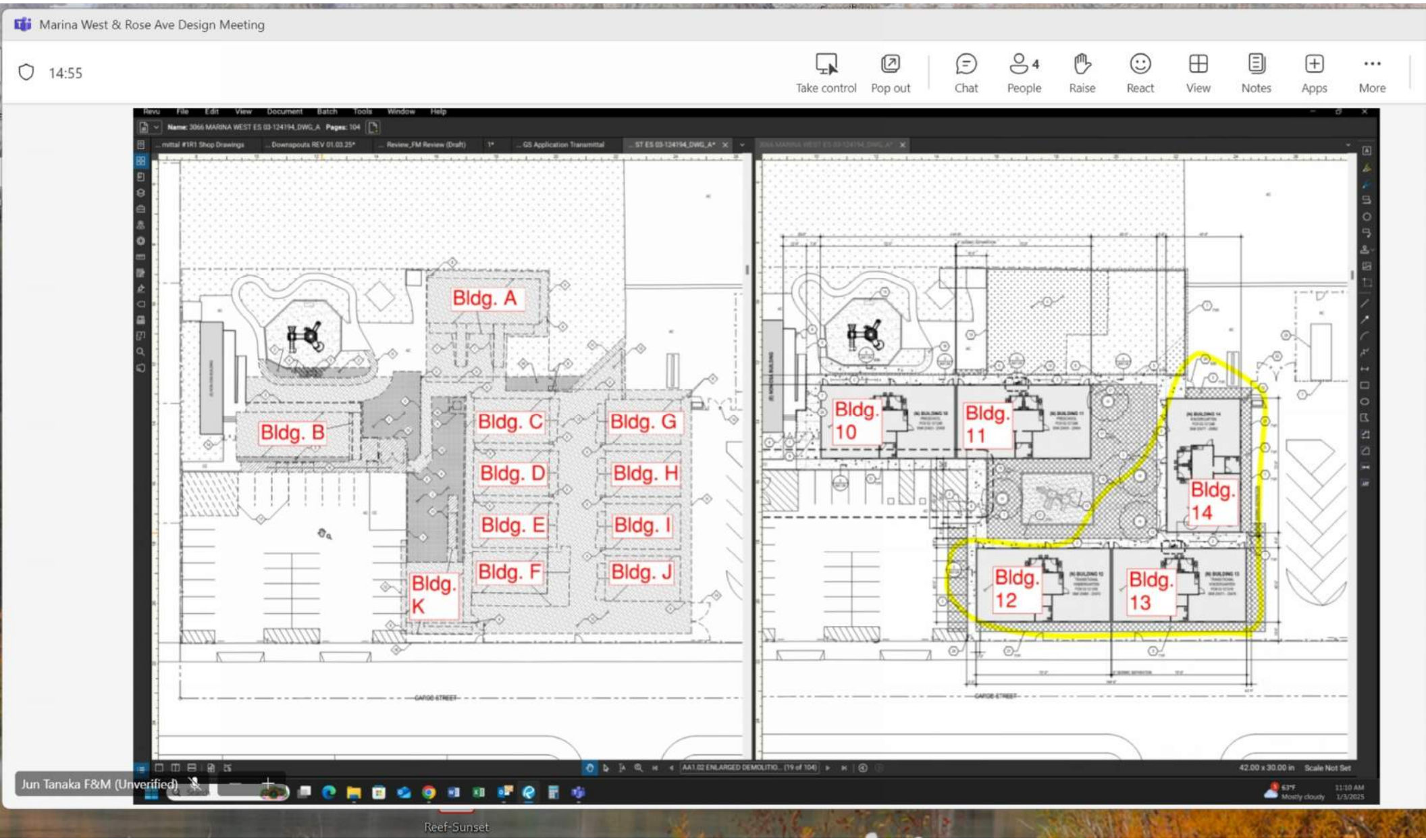

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Edwards Construction Group, Inc.
991 Bennett Ave
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Project: 24-022 Marina West Oxnard LLB
2501 Carob St
Oxnard, California 93035
P: 805-385-1554

Submittal #33 30 00-1.0 - Existing Sewer Line Investigation – CCTV Report
33 30 00 - Sanitary Sewerage Utilities

Revision	0	**Submittal Manager**	Siliana Chacon (Edwards Construction Group, Inc.)
Status	Open	**Date Created**	Mar 21, 2025
Issue Date	Mar 21, 2025	**Spec Section**	33 30 00 - Sanitary Sewerage Utilities
Responsible Contractor	DVBE Mehcanical, Inc. / Suttles Plumbing	**Received From**	Jesse Recinos (DVBE Mehcanical, Inc. / Suttles Plumbing)
Received Date	Mar 19, 2025	**Submit By**	
Final Due Date	Apr 4, 2025	**Lead Time**	
Sub Job		**Cost Code**	
Location		**Type**	Other

Submittal Package

Approvers Loretta Steele (Flewelling & Moody), Jun Tanaka (Flewelling & Moody)

Ball in Court Loretta Steele (Flewelling & Moody), Jun Tanaka (Flewelling & Moody)

Distribution Eric Marlow (Edwards Construction Group, Inc.), Jun Tanaka (Flewelling & Moody), Loretta Steele (Flewelling & Moody), Mikey Prado (Edwards Construction Group, Inc.), Robert Perks (Edwards Construction Group, Inc.), Siliana Chacon (Edwards Construction Group, Inc.)

Description

Submittal Workflow

Name	Sent Date	Due Date	Returned Date	Response	Attachments
General Information Attachments					C4.01-UTILITY-PLAN-Rev.1.pdf
Loretta Steele	Mar 21, 2025	Apr 4, 2025		Pending	
Jun Tanaka	Mar 21, 2025	Apr 4, 2025		Pending	

☐ CONFORMS TO DESIGN CONCEPT
☒ CONFORMS TO DESIGN CONCEPT WITH REVISIONS AS SHOWN
☐ DOES NOT CONFORM - REVISE & RESUBMIT

CHECKING IS ONLY FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT AND GENERAL COMPLIANCE WITH THE INFORMATION IN THE CONTRACT DOCUMENTS.

CONTRACTOR IS RESPONSIBLE FOR DIMENSIONS, WHICH MUST BE CHECKED AT THE JOB, FABRICATED PROCESSES AND TECHNIQUES OF CONSTRUCTION; COORDINATION OF THIS AND THE WORK OF ALL OTHER TRADES AND THE SATISFACTORY COMPLETION OF THE SAME.

BY _____ DATE 04/01/2025

FLEWELLING & MOODY

*See plan revisions attached.

SUBMITTAL REVIEW	
	REVIEWED WITH NO EXCEPTIONS TAKEN
X*	MAKE CORRECTIONS AS NOTED
	REVISE & RESUBMIT
	REJECTED / RESUBMIT

ECG Encompass Consultant Group

DATE: 4/1/2025

REVIEWED FOR GENERAL COMPLIANCE WITH THE CONTRACT DOCUMENTS ONLY. CONTRACT DOCUMENTS, APPLICABLE CODES, AND LAWS HAVE PRIORITY OVER THIS SUBMITTAL REVIEW.

Docusign Envelope ID: 09F0681E-0BF7-4793-AB8F-2C9596D59A12

Existing Sewer Line Investigation

CCTV Report

SUBMITTAL #333000-01 REV #0

SPEC SECTION 33 30 00

Marina West Elementary School

OWNER: **OXNARD SCHOOL DISTRICT**

1051 South A Street
Oxnard, CA 93030

ARCHITECT: **FLEWELLING & MOODY**

Attn: Jun Tanaka

99 S Lake Ave, Suite 300
Pasadena, CA 91101

SUBMITTED BY: **EDWARDS CONSTRUCTION GROUP, INC.**

License 1057451

PO Box 350, Nipomo, CA 93444
Phone: (805) 335-1161
Fax: (805) 614-9906

Edwards Construction Group, Inc
P.O. Box 350, Nipomo, CA 93444
(805) 614-9909

EDWARDS CONSTRUCTION GROUP REVIEW:
No Exceptions Taken..... ■
Furnish As Corrected..... ☐
Revise and Resubmit..... ☐
Rejected..... ☐

Checked by: Siliana Chacón Date: 03/21/2025

Edwards Construction Groups' review is for general conformance with the design concept and contract documents. Markings or comments shall not be construed as relieving the contractor from compliance with the project plans and specifications nor departures therefrom. The contractor is held to have reviewed this submittal and remains responsible for the job details and accuracy, for confirming and correlating all quantities and dimensions for selecting fabrication processes for techniques of assembly and for performing the work in a safe and satisfactory manner.

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SEWER CONSTRUCTION NOTES

1. CONSTRUCT CONNECTION TO EXISTING SEWER LINE AS SHOWN. LOCATION, SIZE AND DEPTH OF EXISTING SEWER SHOWN IS APPROXIMATE AND WAS BASED ON AS-BUILT PLANS AND OBSERVED SURFACE EVIDENCE. CONTRACTOR TO TO FIELD VERIFY LOCATION, SIZE, DEPTH AND MATERIAL TYPE OF EXISTING SEWER LINES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY AND ALL DISCREPANCIES.
2. CONSTRUCT 4" SDR 35 PVC SANITARY SEWER LINE PER DETAILS "K" AND "M" ON SHEET C5.01. MINIMUM 1.0% SLOPE. INSTALL ALL FITTINGS, ELBOWS, WYES AND TEES NECESSARY TO CONSTRUCT SEWER SYSTEM AS SHOWN.
3. CONSTRUCT SANITARY SEWER CLEANOUT PER SPPWC STD PLAN 240-2 (MODIFIED TO BE NON-TERMINAL WHERE SHOWN ON PLAN). SEE DETAIL "L" ON SHEET C5.01.
4. CONSTRUCT CONNECTION TO BUILDING SEWER LINE. SEE PLUMBING PLAN FOR CONTINUATION.

DOMESTIC WATER CONSTRUCTION NOTES

1. CONSTRUCT CONNECTION TO EXISTING WATER LINE AS SHOWN. LOCATION, SIZE AND DEPTH OF EXISTING WATER LINE SHOWN IS APPROXIMATE AND WAS BASED ON AS-BUILT PLANS AND OBSERVED SURFACE EVIDENCE. CONTRACTOR TO TO FIELD VERIFY LOCATION, SIZE, DEPTH AND MATERIAL TYPE OF EXISTING WATER LINES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY AND ALL DISCREPANCIES.
2. CONSTRUCT VALVE AND VALVE BOX PER DETAIL "H" ON SHEET C5.01.
3. CONSTRUCT 2" SCH 40 PVC WATER LINE WITH ALL NECESSARY FITTINGS PER DETAILS "J" AND "K" ON SHEET C5.01.
4. CONSTRUCT CONNECTION TO BUILDING WATER LINE. SEE PLUMBING PLAN FOR CONTINUATION.
5. CONSTRUCT SCH 40 PVC WATER LINE WITH ALL NECESSARY FITTINGS PER DETAILS "J" AND "K" ON SHEET C5.01. SIZE TO MATCH BUILDING WATER LINE SIZE.
6. CONSTRUCT 2" DOMESTIC WATER BACKFLOW PREVENTOR PER CITY OF OXNARD STD. PLATE 309. CONNECT TO EXISTING WATER SERVICE.

STORM DRAIN CONSTRUCTION NOTES

1. CONSTRUCT 8" SDR 35 PVC PIPE PER GRAVITY PIPE TRENCH DETAIL "K" AND DETAIL "M" ON SHEET C5.01. INSTALL ALL FITTINGS, ELBOWS, WYES AND TEES NECESSARY TO CONSTRUCT STORM DRAIN SYSTEM AS SHOWN.
2. CONSTRUCT 24"X24" CAST-IN-PLACE CONCRETE BUBBLER CATCH BASIN PER DETAIL "Q" ON SHEET C5.01. CONNECT CATCH BASIN TO EXISTING UNDER SIDEWALK PIPE.
3. CONSTRUCT STORM DRAIN CLEANOUT PER SPPWC STD PLAN 204-2 (MODIFIED TO BE NON-TERMINAL WHERE SHOWN ON PLAN). SEE DETAIL "L" ON SHEET C5.01.
4. CONSTRUCT 12" NYLOPLAST DRAIN BASIN 2812AG WITH 12" SQUARE PEDESTRIAN HEEL PROOF GRATE 1299CGP OR APPROVED EQUAL.
5. CONSTRUCT 12" NYLOPLAST DRAIN BASIN 2812AG WITH 12" SQUARE STANDARD GRATE 1299CGS OR APPROVED EQUAL.
6. CONSTRUCT CONNECTION OF TWO (2) EXISTING 4" PVC STORM DRAIN LINES TO NEW DRAIN BASIN. EXACT LOCATION AND INVERTS OF EXISTING STORM DRAIN LINES UNKNOWN. CONTRACTOR TO FIELD VERIFY AND NOTIFY ENGINEER OF ANY CONFLICTS PRIOR TO CONSTRUCTION.

LEGEND

- PROPOSED FLOWLINE
- PROPOSED SEWER LINE
- PROPOSED STORM DRAIN LINE
- PROPOSED WATER LINE
- PROPOSED CHAIN LINK FENCE
- EXISTING RIGHT OF WAY
- EXISTING EASEMENT
- EXISTING FENCE
- EXISTING OVER HEAD WIRE
- EXISTING ELECTRICAL LINE
- EXISTING GAS LINE
- EXISTING WATER LINE
- EXISTING STORM DRAIN LINE
- EXISTING FIREWATER LINE
- EXISTING SEWER LINE
- EXISTING COMMUNICATION LINE

UTILITY CROSSING NOTE

1. WHERE A DOMESTIC WATER LINE CROSSES A STORM DRAIN OR SEWER LINE THE PIPE TO PIPE CLEARANCE SHALL BE 12" MINIMUM WITH WATER ABOVE. IF NECESSARY USE 45° ELBOWS ON THE WATER LINE, 5' ON EITHER SIDE OF THE STORM DRAIN OR SEWER LINE TO RAISE THE WATER LINE TO ACHIEVE THE 12" MIN PIPE TO PIPE CLEARANCE AND 12" MINIMUM COVER OVER THE WATER LINE.

GENERAL NOTE

CONTRACTOR TO FURNISH AND INSTALL ALL NECESSARY FITTINGS TO CONSTRUCT UTILITY SYSTEMS AS SHOWN ON PLAN INCLUDING ECCENTRIC TEES/WYES WHERE NEEDED.

EXISTING UTILITIES NOTES

1. LOCATION, SIZE AND DEPTH OF EXISTING UTILITIES SHOWN ARE ESTIMATES ONLY AND WERE BASED ON AS-BUILT PLANS AND OBSERVED SURFACE EVIDENCE. CONTRACTOR TO TO FIELD VERIFY LOCATION, SIZE, DEPTH AND MATERIAL TYPE OF ALL EXISTING UTILITIES INCLUDING PROPOSED CROSSINGS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY AND ALL DISCREPANCIES.
2. CONTRACTOR SHALL ADJUST ALL EXISTING UTILITY PULL BOXS, CLEANOUTS, VAULTS AND OTHER SURFACE LIDS/COVERS WITHIN THE PROJECT AREA TO FINISH SURFACE ELEVATION.

AGENCY

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 03-124194 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 09/06/2024

PTN 00000-000 APPL 03-000000

FLEWELLING & MOODY
architecture planning interiors

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Pasadena, CA 91101
Phone: 323.543.8300
E-Mail: fm-pasadena@flewelling-moody.com

ANTELOPE VALLEY OFFICE:
1035 West Lancaster Boulevard
Lancaster, California 93534
Phone: 661.949.0771
E-Mail: fm-lancaster@flewelling-moody.com

An Employee Owned Corporation

ARCHITECT

CONSULTANT

REGISTERED PROFESSIONAL ENGINEER
JOSHUA D. JENSON
NO 77454
CIVIL
STATE OF CALIFORNIA
EXP. 6-30-25

ECG
Encompass Consultant Group
25115 AVE STANFORD, SUITE A320, SANTA CLARITA, CA 91355
PHONE: 661.600.9367 WEBSITE: WWW.ECGCIVIL.COM

Drawn by

Checked by

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.

OXNARD SCHOOL DISTRICT

MARINA WEST ELEMENTARY SCHOOL

NEW MODULAR CLASSROOM BUILDINGS

2501 CAROB ST.,
OXNARD, CA 93035

UTILITY PLAN

Job No.
3066.0000

Date
06-17-2024

C4.01

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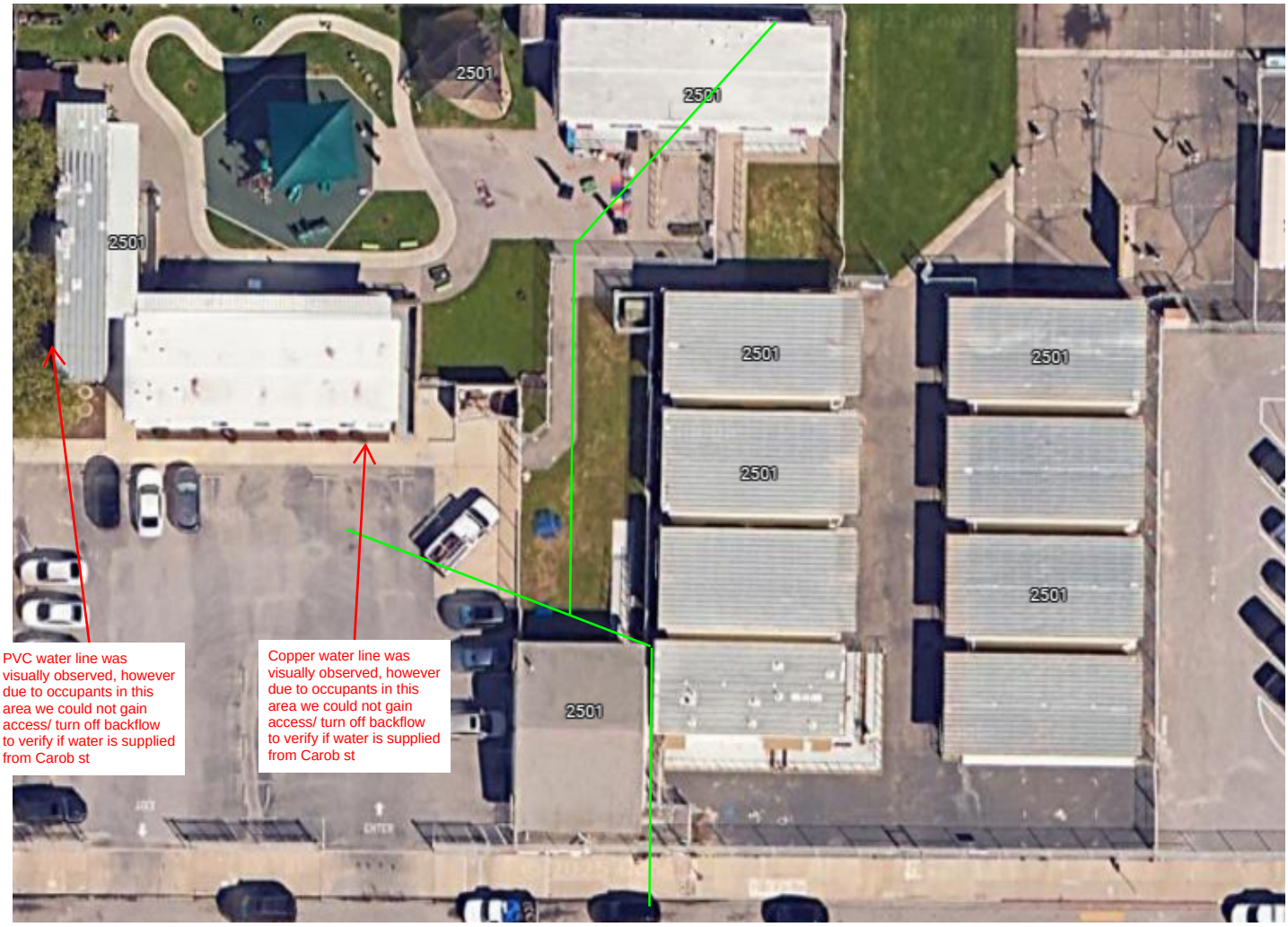

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EDWARDS

PCO #010

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 #010: Marina West - DJS - Polyvent at Building 12 – Added Curb and Sidewalk Widening per RFI #37

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:	010 / 0	**CONTRACT:**	P25-03371 - Marina West Oxnard LLB
REQUEST RECEIVED FROM:		**CREATED BY:**	Siliana Chacon **(Edwards Construction Group, Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	11/12/2025
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:	$1,475.05

POTENTIAL CHANGE ORDER TITLE: Marina West - DJS - Polyvent at Building 12 – Added Curb and Sidewalk Widening per RFI #37

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
Polyvent at Building 12 – Added Curb and Sidewalk Widening per RFI #37
Per RFI #37 response, revisions are required at the southwest polyvent of Building 12 to address accessibility and safety concerns. The existing layout caused the polyvent to encroach approximately 1'-0" into the 5'-0" sidewalk, reducing the clear path of travel below 4'-0" and creating a potential tripping hazard.
The new scope includes: install a concrete curb around the polyvent and provide a yellow warning striping at top of curb. Widen sidewalk and sloped walkway by 12" to maintain 4'-0" clear accessible path of travel. Shift adjacent parking stalls 12" accordingly.

ATTACHMENTS:
CO#5 Rev.pdf , _3066_Edwards_RFI37_FMResponse.pdf

#	Budget Code	Description	Amount
1	PCO-010.S Potential Change Order 10.Commitment	Additional cost to install an additional 12" of concrete and curb around polyvent per RFI 37	$1,378.55
		Subtotal:	**$1,378.55**
		Contractor (5.00%):	$68.93
		Bond (2.00%):	$27.57
		Grand Total:	**$1,475.05**

Jun Tanaka (Flewelling & Moody)
99 S. Lake Ave. Suite 300
Pasadena, California 91101

Signed by: Jun Tanaka F98C0A4C84A348D... 11/17/2025
SIGNATURE **DATE**
Project Architect

Oxnard School District
1051 South "A" Street
Oxnard, California 93030

SIGNATURE **DATE**

Edwards Construction Group, Inc.
991 Bennett Ave
Arroyo Grande, California 93420

DS KP

Signed by: BC48820E71504F2... 11/14/2025
SIGNATURE **DATE**
Justin Boe
VP Operations

Docusign Envelope ID: 9F97F350-3FB8-4B78-9EF1-42FA55CB94FD

GENERAL CONTRACTING, INC
COMMERCIAL CONCRETE SPECIALISTS

4615 Industrial Street Unit 1G
Simi Valley, CA 93063
P: (805)584-2714 F: (805)584-2023
C/L #776402
DIR#1000012744

CHANGE ORDER REQUEST

Date	11/11/25
DJS COR#	5R

General Contractor: Edwards Construction

Job: Marina West ES
Oxnard, CA

Description:	Additional cost to install an additional 12" of concrete (92lft) per RFI #37 and 6" curb around polyvent.
	Excludes: separate moblization, to be poured with contract work.

DATE	CLASSIFICATION	DESCRIPTION	NO.	TYPE	HRS	TOT. HRS	RATE	TOTAL
	Labor	Pull Hose	1	ST	1.00	1.00	$ 83.42	$ 83.42
	Carpenter	Formwork and rebar install for polyvent curb	1	ST	2.00	2.00	$ 90.93	$ 181.86
	Cement Finisher	Place concrete + finish	1	ST	3.00	3.00	$ 86.44	$ 259.32
				ST	0.00	0.00	$ -	$ -
TOTAL LABOR								**$ 524.60**

EQUIPMENT & MATERIALS

DATE	CLASSIFICATION	DESCRIPTION	QTY	RATE	AMOUNT
	Materials	Holliday Rock: 1.5 yards concrete	1.50	$ 222.42	$ 333.63
	Materials	Interstate: Sidewalk and curb rebar	1.00	$ 395.00	$ 395.00
					$ -
					$ -
TOTAL EQUIPMENT MATERIALS					**$ 728.63**

SUMMARY

TOTAL LABOR COSTS				**$ 524.60**
	Markup	**10%**		**$52.46**
			Sub Total:	$ 577.06
TOTAL MATERIAL & EQUIP. COSTS				**$ 728.63**
	Markup	**10%**		$ 72.86
			Sub Total:	$ 801.49
TOTAL FOR LABOR, MATERIAL AND EQUIPMENT				**$ 1,378.55**
				$0.00
CHANGE ORDER TOTAL			**$**	**1,378.55**

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Edwards Construction Group, Inc.
991 Bennett Ave
Arroyo Grande, California 93420
P: (805) 335-1161
F: (805) 614-9906

Project: 24-022 Marina West Oxnard LLB
2501 Carob St
Oxnard, California 93035
P: 805-385-1554

RFI #37: Southwest Polyvent Encroachment on Sidewalk Building 12

Revision	0	**Status**	Open
To	Jun Tanaka (Flewelling & Moody) Loretta Steele (Flewelling & Moody)	**From**	Siliana Chacon (Edwards Construction Group, Inc.)
Date Initiated	Oct 3, 2025	**Due Date**	Oct 17, 2025
Location		**Project Stage**	
Cost Impact	TBD	**Schedule Impact**	TBD
Spec Section		**Cost Code**	
Drawing Number		**Reference**	
Linked Drawings			
Received From	Wade Caddin (Edwards Construction Group, Inc.)	**Sub Job**	
Copies To	Danyah Bray (Caldwell Flores Winters, Inc.), James Burleson , Wade Caddin (Edwards Construction Group, Inc.), Siliana Chacon (Edwards Construction Group, Inc.), Vin Jyothi (Caldwell Flores Winters, Inc.), Robert Perks (Edwards Construction Group, Inc.), Loretta Steele (Flewelling & Moody), Jun Tanaka (Flewelling & Moody)		

Activity

Question

Question from Siliana Chacon Edwards Construction Group, Inc. *on Thursday, Oct 2, 2025 at 12:09 PM PDT*

At Building 12, the southwest polyvent has been installed per detail 10, sheet S1C1-S. However, based on the current layout and plans (see attached PDFs): The sidewalk is 5’-0” wide, and the polyvent extends approximately 1’-0” into the path of travel. With thickness added, the remaining clear width will be reduced to less than 4’-0”. The polyvent elevation does not align with FS and creates a potential tripping hazard, particularly since this area functions as an accessible ramp. Reference pictures with layout and dimensions attached. Please provide recommendations.

Attachments
South Poly Vent.pdf, North Poly Vent.pdf

Awaiting an Official Response

Provide and install 4" wide concrete wall around the polyvent (flushed at the top with 1" chamfered edges) and provide 2" wide warning striping at the top of curb with yellow paint (contrasting color).
New sidewalk and sloped walkway shall be widened by 12" to Westerly direction to provide 4'-0" minimum wide accessible POT at the polyvent locations. Parking stalls shall be shifted 12" accordingly.
See attached revised sheets.

Jun Tanaka, 10/24/2025

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Docusign Envelope ID: 9F97F350-3FB8-4B78-9EF1-42FA55CB94FD

ENLARGED RECONSTRUCTION SITE PLAN

SCALE : 1/16" = 1'-0"

1 / AA1.03

N

GENERAL RECONSTRUCTION NOTES

1. REFER TO CIVIL AND 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. MODULAR BUILDINGS SHALL BE INSTALLED BY ENVIROPLEX. SITE WORK CONTRACTOR SHALL PREPARE SITE FOR BUILDING INSTALLATION AND SHALL BE RESPONSIBLE FOR THE CONNECTION OF DOMESTIC WATER, SEWER AND ELECTRICAL UTILITIES AS WELL AS PROVIDING FIRE ALARM, INTERCOM AND OTHER SIGNAL AND LOW VOLTAGE SYSTEMS.

4. CONTRACTOR SHALL COORDINATE ALL REQUIRED SCOPE OF WORK WITH ALL TRADES PRIOR TO COMMENCING WORK.

5. PATCH AND REPAIR, OR REPLACE, ALL EXISTING ADJACENT SURFACES AND ITEMS AFFECTED BY NEW WORK. RESTORE FINISHES AND ITEMS TO MATCH EXISTING.

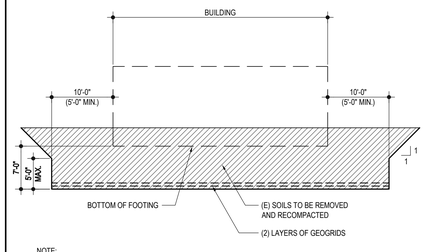
6. REFER TO DETAIL 2/- FOR EXTENT OF OVER-EXCAVATION AT EACH MODULAR BUILDING.

RECONSTRUCTION LEGEND

- EXISTING BUILDING
- NEW BUILDING
- CC — EXSITING CONCRETE
- NEW CONCRETE
- AC — EXISTING AC PAVING
- NEW AC PAVING
- EXISTING LANDSCAPE
- NEW LANDSCAPE
- PROPERTY LINE
- x — x — EXISTING CHAINLINK FENCE
- NEW CHAINLINK FENCE AND GATE

RECONSTRUCTION KEY NOTES

1. FOR NON-STRUCTURAL CONCRETE SLURRY AND DRAINAGE INFORMATION BELOW THE BUILDING, SEE DETAIL 2/AA1.05
2. (N) CONCRETE WALKWAY/PAVING. SEE CIVIL DRAWINGS FOR ADDITIONAL INFORMATION
3. (N) A/C PAVING AS REQUIRED BY OVEREXCAVATION. RE-PAINT (E) PARKING STRIPPING WHERE AFFECTED. SEE CIVIL DRAWINGS FOR ADDITIONAL INFORMATION
4. (N) LANDSCAPING AND IRRIGATION. SEE LANDSCAPE DRAWINGS FOR ADDITIONAL INFORMATION
5. (N) 4'-0" HIGH CHAINLINK FENCE. SEE DETAIL 9/AA1.04 FOR ADDITIONAL INFORMATION
6. (N) 3'-6" WIDE X 4'-0" HIGH ACCESSIBLE CHAINLINK GATE SEE DETAIL 11/AA1.04 FOR ADDITIONAL INFORMATION
7. (N) 7'-0" HIGH CHAINLINK FENCE, OR MATCH (E) ADJACENT HEIGHT. SEE DETAIL 9/AA1.04 FOR ADDITIONAL INFORMATION
8. (N) 3'-6" WIDE X 7'-0" HIGH ACCESSIBLE CHAINLINK GATE SEE DETAIL 12/AA1.04 FOR ADDITIONAL INFORMATION
9. (N) PAIR OF 3'-0" WIDE CHAINLINK GATE. SEE DETAIL 16/AA1.04 FOR ADDITIONAL INFORMATION
10. (N) 3'-0" WIDE X 7'-0" HIGH CHAINLINK GATE. SEE DETAIL 10/AA1.04 FOR ADDITIONAL INFORMATION
11. (N) CONCRETE GUTTER. SEE CIVIL DRAWINGS FOR ADDITIONAL INFORMATION
12. (N) ACCESSIBLE HI-LO DRINKING FOUNTAIN PER MANUFACTURER DWGS. HAWS #1119 OR APPROVED EQUAL. SEE DETAIL 13/AA1.04 FOR ADDITIONAL INFORMATION
13. (N) PLAY STRUCTURE AND (N) RUBBER SURFACING. SEE DETAIL 4/L1.02 FOR ADDITIONAL INFORMATION
14. RELOCATED (E) PLAY EQUIPMENT. PATCH & MATCH RUBBER SURFACING AS REQ'D
15. (N) 4" WIDE TRIKE PATH AND PLAYGROUND STRIPING IN WHITE COLOR
16. (N) FOURSQUARE PLAY AREA. SEE DETAIL 18/AA1.04 FOR ADDITIONAL INFORMATION
17. (N) HOPSCOTCH PLAY AREA. SEE DETAIL 19/AA1.04 FOR ADDITIONAL INFORMATION
18. (N) CONCRETE TRIKE PATH TO MATCH (E). SEE CIVIL DRAWINGS FOR ADDITIONAL INFORMATION
19. (N) CONCRETE MOW STRIP. SEE LANDSCAPE DRAWINGS FOR ADDITIONAL INFORMATION
20. (N) WOOD RAILING AND SKIRTING TO MATCH (E)
21. LINE OF (N) ROOF ABOVE SHOWN DASHED, TYP.
22. (N) 20'-0" WIDE X 7'-0" HIGH CHAINLINK DOUBLE GATE. SEE DETAIL 17/AA1.04
23. (E) STORAGE CONTAINER. REMOVE & RELOCATE AS REQ'D. CONSULT DISTRICT REPRESENTATIVE FOR FINAL LOCATION
24. (N) 3'-6" WIDE X 7'-0" HIGH ACCESSIBLE CHAINLINK GATE. SEE DETAIL 10/AA1.06
25. (N) 4" WIDE CONCRETE WALL AROUND POLYVENT, FLUSH AT THE TOP. PAINT TOP OF WALL WITH YELLOW WARNING STRIPE



NOTE:
FOR ADDITIONAL INFORMATION, REFER TO GEOTECHNICAL REPORT BY UES PROJECT NO. 5030.2300009.0000, DATED JANUARY 31, 2024.

OVER-EXCAVATION

SCALE : N.T.S.

PROJECT NUMBER
DETAIL EXH.
SHEET REFERENCE

2 / AA1.03

AGENCY

PTN 72538-113 APPL 03-124194

FLEWELLING & MOODY
architecture planning interiors

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Phone: 323.543.8300
E-Mail: fm-pasadena@flewelling-moody.com

ANTELOPE VALLEY OFFICE:
1035 West Lancaster Boulevard
Lancaster, California 93534
Phone: 661.949.0771
E-Mail: fm-lancaster@flewelling-moody.com

An Employee Owned Corporation

ARCHITECT

CONSULTANT

Drawn by -

Checked by -

Revisions

No.	Date	Description
1 R	10/24/2025	RFI #37 ATTACHMENT

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.

OXNARD SCHOOL DISTRICT

MARINA WEST ELEMENTARY SCHOOL

NEW MODULAR CLASSROOM BUILDINGS

2501 CAROB ST.,
OXNARD, CA 93035

ENLARGED RECONSTRUCTION SITE PLAN

Job No. 3066.0000

Date 08-14-2025

AA1.03

Docusign Envelope ID: 9F97F350-3FB8-4B78-9EF1-42FA55CB94FD

EXPANSIVE ANCHORS IN CONCRETE

1. ALL EXPANSION ANCHORS SHALL BE STAINLESS STEEL TITEN HD CONCRETE ANCHORS MANUFACTURED BY SIMPSON STRONG TIE CO. INC. U.N.O.
2. ANCHORS SHALL BE INSTALLED IN ACCORDANCE WITH ICC ESR-1056.
3. COMPLY WITH ALL MANUFACTURER'S RECOMMENDATIONS.
4. CONTINUOUS INSPECTION IS REQUIRED FOR ANCHOR INSTALLATION.
5. ALL ANCHOR EMBEDMENTS SHOWN ON THE DRAWINGS SHALL BE NOMINAL EMBEDMENTS.
6. ALL EXPANSION ANCHORS SHALL BE TORQUE TESTED WITH THE FOLLOWING REQUIREMENTS:
   - A. TESTING SHALL BE DONE BY THE TESTING LAB IN THE PRESENCE OF THE DSA LAB OR INSPECTOR OF RECORD.
   - B. APPLY PROOF TEST LOADS TO ANCHORS WITHOUT REMOVING NUT, IF POSSIBLE. IF NOT, REMOVE NUT AND INSTALL A THREADED COUPLER TO THE SAME TIGHTNESS OF THE ORIGINAL NUT USING A TORQUE WRENCH AND APPLY LOAD.
   - C. REACTION LOADS FROM TEST FIXTURES MAY BE APPLIED CLOSE TO THE ANCHOR BEING TESTED, PROVIDED THE ANCHOR IS NOT RESTRAINED FROM WITHDRAWING BY THE FIXTURE.
   - D. TEST EQUIPMENT IS TO BE CALIBRATED BY AN APPROVED TESTING LABORATORY IN ACCORDANCE WITH STANDARD RECOGNIZED PROCEDURES.
   - E. ANCHORS SHALL BE TESTED USING THE TORQUE WRENCH METHOD. THE APPLICABLE TEST TORQUE MUST BE REACHED WITHIN ONE-HALF (1/2) TURN OF THE NUT TYPICAL.
   - F. 100% OF ANCHORS SHALL BE TESTED FOR STRUCTURAL CONNECTIONS AND 50% OF ANCHORS SHALL BE TESTED FOR ANCHORAGE OF NON-STRUCTURAL COMPONENTS.
   - G. TESTING SHOULD OCCUR 24 HOURS MINIMUM AFTER INSTALLATION OF THE SUBJECT ANCHORS.
   - H. TORQUE TEST VALUE FOR 3/4"DIA. STAINLESS STEEL SIMPSON TITEN HD ANCHORS IS 150 FT-LBS. TORQUE TEST VALUE FOR 3/8"DIA. STAINLESS STEEL HILTI KWIK BOLT TZ2 ANCHORS IS 30 FT-LBS.

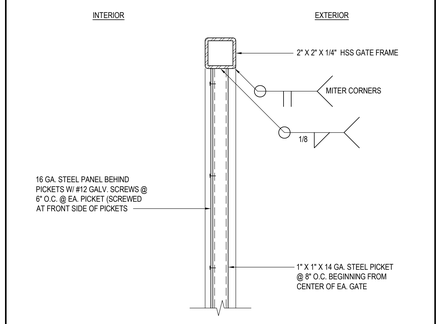
ADHESIVE ANCHORS IN CONCRETE

1. ALL ADHESIVE ANCHORS SHALL CONSIST OF HIT-RE 500 V3 ADHESIVE MANUFACTURED BY HILTI, INC.
2. ANCHORS SHALL BE INSTALLED IN ACCORDANCE WITH ICC ESR-3814.
3. COMPLY WITH ALL MANUFACTURER'S RECOMMENDATIONS.
4. CONTINUOUS INSPECTION IS REQUIRED FOR ANCHOR INSTALLATION.
5. ALL ADHESIVE ANCHORS SHALL BE TENSION TESTED WITH THE FOLLOWING REQUIREMENTS:
   - A. TESTING SHALL BE DONE BY THE TESTING LAB IN THE PRESENCE OF THE DSA LAB OR INSPECTOR OF RECORD.
   - B. ANCHORS TESTED WITH A HYDRAULIC JACK OR SPRING LOADED APPARATUS SHALL MAINTAIN THE TEST LOAD FOR A MINIMUM OF 15 SECONDS AND SHALL EXHIBIT NO DISCERNIBLE MOVEMENT DURING THE TENSION TEST, E.G., AS EVIDENCED BY LOOSENING OF THE WASHER UNDER THE NUT.
   - C. THE TESTING APPARATUS SUPPORT LOCATIONS SHALL NOT BE WITHIN 1.5 TIMES THE ANCHOR'S EMBEDMENT DEPTH TO AVOID RESTRICTING THE CONCRETE SHEAR CONE TYPE FAILURE MECHANISM FROM OCCURRING.
   - D. TESTING SHOULD OCCUR 24 HOUR MINIMUM AFTER INSTALLATION OF THE SUBJECT ANCHORS.
   - E. TEST FREQUENCY AND TENSION TEST LOAD SHALL BE AS INDICATED ON THE DETAILS WITH ADHESIVE ANCHORS.

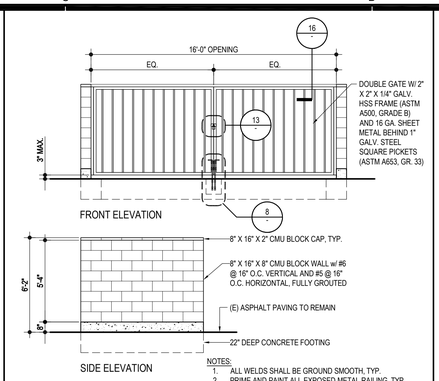
ADHESIVE ANCHORS IN MASONRY

1. ALL ADHESIVE ANCHORS SHALL CONSIST OF HIT-HY 270 ADHESIVE MANUFACTURED BY HILTI, INC.
2. ANCHORS SHALL BE INSTALLED IN ACCORDANCE WITH ICC-ESR 4143.
3. COMPLY WITH ALL MANUFACTURER'S RECOMMENDATIONS.
4. CONTINUOUS INSPECTION IS REQUIRED FOR ANCHOR INSTALLATION.

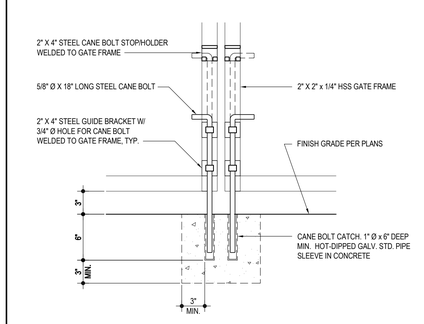
POST-INSTALLED ANCHORS NOTES
SCALE : FULL — 19 / AA1.05



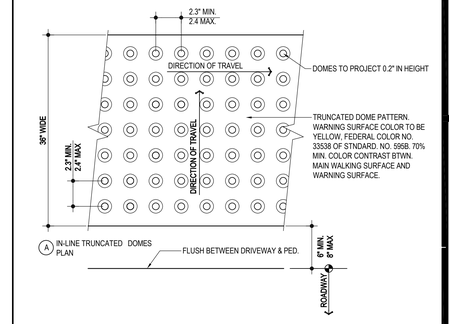
GATE FRAME DETAIL
SCALE : 3"=1'-0" — 16 / AA1.05



TRASH ENCLOSURE ELEVATIONS
SCALE : 1/4"=1'-0" — 12 / AA1.05



CANEBOLT INSERT
SCALE : 1-1/2"=1'-0" — 8 / AA1.05



DETECTABLE WARNING STRIP
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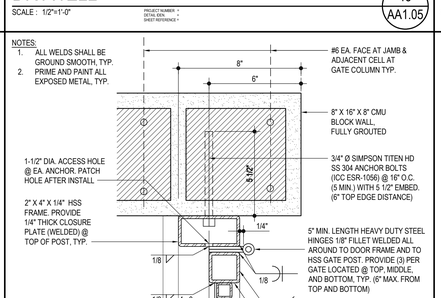

DRYWELL
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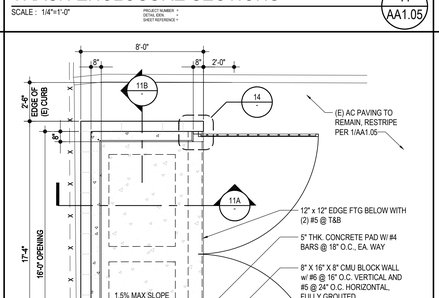
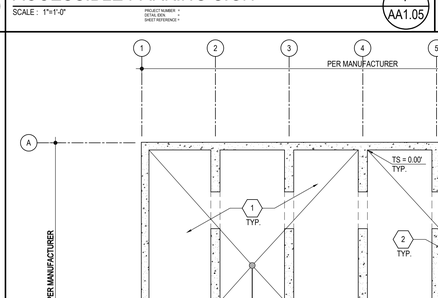
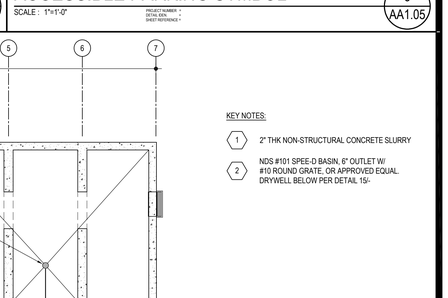


TRASH ENCLOSURE SECTIONS
SCALE : 1/4"=1'-0" — 11 / AA1.05



ACCESSIBLE PARKING SIGN
SCALE : 1"=1'-0" — 7 / AA1.05



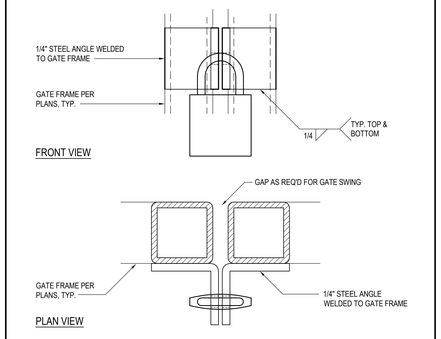
ACCESSIBLE PARKING SYMBOL
SCALE : 1"=1'-0" — 3 / AA1.05

TRASH ENCLOSURE WALL SECTION
SCALE : 1"=1'-0" — 17 / AA1.05

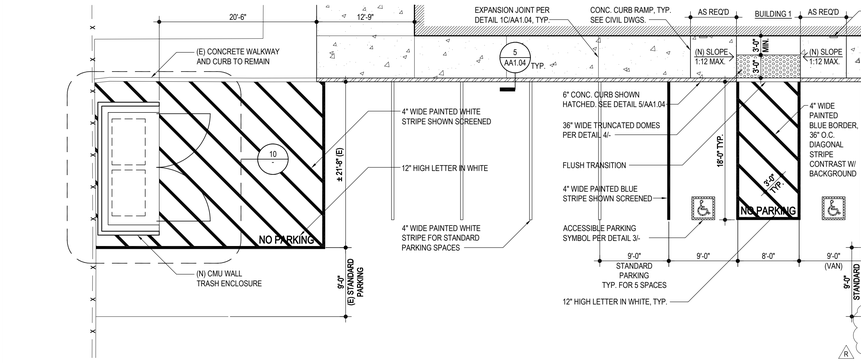
GATE HINGE DETAIL
SCALE : 3"=1'-0" — 14 / AA1.05

TRASH ENCLOSURE PLAN
SCALE : 1/4"=1'-0" — 10 / AA1.05

TYP. FOUNDATION DRAINAGE PLAN
SCALE : 1"=10'-0" — 2 / AA1.05



GATE LATCH
SCALE : 6"=1'-0" — 13 / AA1.05



ACCESSIBLE PARKING PLAN
SCALE : 1/8"=1'-0" — 1 / AA1.05

AGENCY

PTN 72538-113 APPL 03-124194

FLEWELLING & MOODY
architecture planning interiors

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1035 West Lancaster Boulevard
Lancaster, California 93534
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E-Mail: fm-lancaster@flewelling-moody.com

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ARCHITECT

CONSULTANT

Drawn by -

Checked by -

Revisions

No.	Date	Description
1	10/24/2025	RFI #37 ATTACHMENT

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.

OXNARD SCHOOL DISTRICT

MARINA WEST ELEMENTARY SCHOOL

NEW MODULAR CLASSROOM BUILDINGS

2501 CAROB ST.,
OXNARD, CA 93035

SITE DETAILS

Job No. 3066.0000

Date 08-14-2025

AA1.05

Docusign Envelope ID: 9F97F350-3FB8-4B78-9EF1-42FA55CB94FD

MASONRY

SPECIAL INSPECTION IS REQUIRED. SPECIAL INSPECTION SERVICES SHALL CONFORM TO THE GOVERNING BUILDING CODE, CHAPTER 17 AND SHALL BE PROVIDED BY DSA CERTIFIED INSPECTOR OR LAB OF RECORD.

1. CONCRETE MASONRY UNITS:
(a) SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 1900 PSI.
(b) SHALL CONFORM TO ASTM C90, GRADE N, TYPE I, MEDIUM-WEIGHT AGGREGATE
(c) SHALL CONFORM TO THE TMS 402/602-16, TABLE SC-3

2. MORTAR:
(a) SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 1800 PSI.
(b) SHALL BE TYPE M OR TYPE S
(c) SHALL BE PROPORTIONED IN CONFORMANCE WITH TMS 402/602-16, TABLE SC-1
(d) SHALL BE PREPARED WITH POTABLE WATER THAT IS FREE FROM DELETERIOUS AMOUNTS OF ACIDS, SALTS, ALKALI AND ORGANIC MATERIALS.

3. GROUT:
(a) SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 2000 PSI.
(b) SHALL BE PROPORTIONED IN CONFORMANCE WITH TMS 402/602-16, SECTION 2.2
(c) SHALL BE PREPARED WITH POTABLE WATER THAT IS FREE FROM DELETERIOUS AMOUNTS OF ACIDS, SALTS, ALKALI AND ORGANIC MATERIALS.
(d) SHALL HAVE A SLUMP BETWEEN 8" & 11" FOR WALLS LESS THAN 12'-8" AND GREATER THAN 12'-8" SHALL HAVE A SLUMP BETWEEN 10" & 11" INCHES.

4. ADMIXTURES:
(a) SHALL BE SUBMITTED TO ENGINEER FOR REVIEW AND APPROVAL PRIOR TO USE.

5. CONSTRUCTION:
(a) MASONRY UNITS SHALL BE LAID IN A RUNNING BOND PATTERN. STACK BOND OR MECHANICAL ANCHORAGE SHALL NOT BE USED UNLESS SPECIFICALLY DETAILED ON THE PLANS.
(b) ALL MASONRY UNITS SHALL BE FREE OF EXCESSIVE DIRT AND DUST.
(c) ALL CELLS SHALL BE FILLED SOLIDLY WITH GROUT. GROUT SHALL BE A WORKABLE MIX SUITABLE FOR PUMPING WITHOUT SEGREGATION AND SHALL BE THOROUGHLY MIXED. GROUT SHALL BE PLACED BY PUMPING AND SHALL BE PLACED BEFORE INITIAL SET OR HARDENING OCCURS. GROUT SHALL BE CONSOLIDATED BY MECHANICAL VIBRATION DURING PLACING AND RECONSOLIDATED AFTER EXCESS MOISTURE HAS BEEN ABSORBED BUT BEFORE WORKABILITY HAS BEEN LOST. THE GROUTING OF ANY WALL SECTION SHALL BE COMPLETED IN ONE DAY WITH NO INTERRUPTIONS GREATER THAN ONE HOUR.
(d) MAXIMUM GROUT HEIGHT AND USE OF CLEAN-OUTS SHALL CONFORM TO TMS 402/602-16, SECTION 3.5C. WHEN REQUIRED, CLEAN-OUTS SHALL BE PROVIDED BY OPENINGS IN THE FACE SHELLS IN THE BOTTOM COURSE OF EACH CELL TO BE GROUTED. THE CLEAN-OUTS SHALL BE SEALED AFTER INSPECTION AND BEFORE GROUTING.
(e) WHEN GROUTING IS STOPPED FOR MORE THAN ONE HOUR, HORIZONTAL CONSTRUCTION JOINTS SHALL BE FORMED BY STOPPING THE GROUT POUR APPROX 1-1/2" ABV/BELOW A BED JOINT.

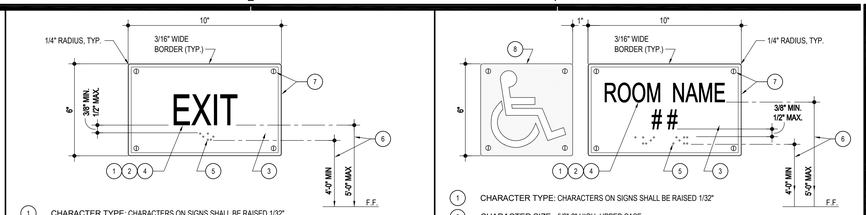
6. REINFORCEMENT:
(a) REFER TO REINFORCEMENT SECTION FOR MATERIAL SPECIFICATIONS.
(b) ALL OPENINGS EXCEEDING 24" SHALL HAVE A MINIMUM OF (2) #5 BARS DIRECTLY ABOVE, BELOW, AND ON BOTH SIDES. BARS SHALL EXTEND A MIN OF 24" PAST EDGE OF OPENING.
(c) AT THE END OF ALL WALLS, PROVIDE A MIN OF (2) #5 BARS VERT. FROM FOUNDATION TO TOW.
(d) AT THE TOW, PROVIDE A MIN OF (2) #4 BARS HORIZ. ALONG ENTIRE LENGTH OF WALL, UNO.
(e) WALLS SHALL HAVE A MINIMUM OF #4 BARS @ 24" OC HORIZONTALLY AND VERTICALLY, UNO.
(f) ALL WALL CORNERS, INTERSECTIONS, ENDS AND JAMBS SHALL HAVE (2) #5 BARS VERTICALLY UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS.
(g) ALL JAMB REINFORCEMENT SHALL DOWEL INTO FOUNDATIONS BELOW WITH LAP BARS OF THE SAME DIAMETER.
(h) THE MINIMUM LAP SPLICE LENGTH FOR ALL REINFORCING STEEL SHALL BE AS NOTED IN THE TYPICAL DETAILS ON SHEET S-1.1. ALL LAP SPLICES TO BE STAGGERED.
(i) ALL REINFORCEMENT SHALL BE IN PLACE AND SECURED PRIOR TO PLACEMENT OF GROUT. REINFORCEMENT SHALL BE PLACED IN ACCORDANCE WITH TMS 402/602-16, SECTION 3.4.
(j) REINFORCEMENT TO HAVE GROUT COVERAGE OF AT LEAST ONE BAR DIAMETER FROM INSIDE FACE OF SHELL. THE CLEAR DISTANCE FROM THE OUTSIDE FACE OF MASONRY TO THE REINFORCEMENT SHALL NOT BE LESS THAN 2" WHEN UNIT IS EXPOSED TO SOIL.

7. UNLESS SPECIFICALLY NOTED OTHERWISE ON THE ARCHITECTURAL OR STRUCTURAL PLANS, VERTICAL CONTROL JOINTS SHALL BE PROVIDED IN ALL CONCRETE MASONRY WALLS AND SPACED AT A MAXIMUM DISTANCE OF 32 FEET OC CONTROL JOINTS SHALL EXTEND THE FULL HEIGHT OF THE WALL. CONTROL JOINTS ARE NOT REQUIRED WHEN THE WALL LENGTH DOES NOT EXCEED 1.5 TIMES THE WALL HEIGHT.

8. THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN, INSTALLATION, MAINTENANCE AND REMOVAL OF ALL BRACING AND SHORING THAT MAY BE REQUIRED DURING THE COURSE OF CONSTRUCTION.

MASONRY SPECIFICATIONS

SCALE : N.T.S. — PROJECT NUMBER * DETAIL IDEN. * SHEET REFERENCE * — 12 / AA1.06



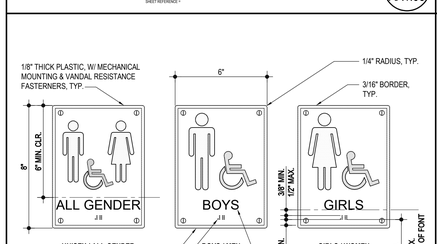
1. CHARACTER TYPE: CHARACTERS ON SIGNS SHALL BE RAISED 1/32"
2. CHARACTER SIZE: 5/8"-2" HIGH, UPPER CASE
3. FINISH AND CONTRAST: CONTRAST BETWEEN CHARACTERS, SYMBOLS AND THEIR BACKGROUND MUST BE 70% MIN. AND HAVE A NON-GLARE FINISH. 11B-703.5.1
4. PROPORTIONS: SEE NOTE 4 & 5 ON DETAIL 1/-
5. BRAILLE: CALIFORNIA GRADE 2 BRAILLE SHALL BE USED
6. SIGN MOUNTING: SEE 18/- AND SHALL COMPLY WITH 11B-703.4. PROVIDE BACKER PLATE BEHIND WHEN MOUNTED ON GLASS, OR ROOM ID SIGN AS BACKER PLATE WHERE OCCURS
7. SIGN THICKNESS: SIGN MATERIAL TO BE 1/8" THK. PLASTIC, PROVIDE MECHANICAL MOUNTING W/ VANDAL-RESISTANT FASTENERS

NOTES: 1. FOR MORE INFORMATION SEE NOTES AND SIGNAGE TEMPLATES 1/-
2. SIGN SHALL BE INSTALLED AT THE INTERIOR LATCH SIDE OF ALL DOORS EXITING TO THE EXTERIOR OF BUILDING

EXIT SIGN (ACCESIBLE)

E — 8 / AA1.06

SCALE : 3" = 1'-0" — PROJECT NUMBER * DETAIL IDEN. * SHEET REFERENCE *



NOTE: FOR ADDITIONAL INFORMATION, SEE 2/- AND 6/-

TOILET ROOM WALL SYMBOL

TWS — 7 / AA1.06

SCALE : 3" = 1'-0" — PROJECT NUMBER * DETAIL IDEN. * SHEET REFERENCE *

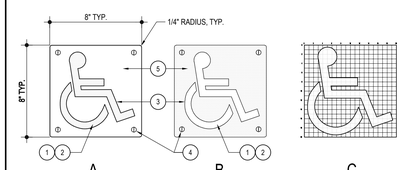
1. CHARACTER TYPE: CHARACTERS ON SIGNS SHALL BE RAISED 1/32"
2. CHARACTER SIZE: 5/8"-2" HIGH, UPPER CASE
3. FINISH AND CONTRAST: CONTRAST BETWEEN CHARACTERS, SYMBOLS AND THEIR BACKGROUND MUST BE 70% MIN. AND HAVE A NON-GLARE FINISH. 11B-703.5.1
4. PROPORTIONS: SEE NOTE 4 & 5 ON DETAIL 1/-
5. BRAILLE: CALIFORNIA GRADE 2 BRAILLE SHALL BE USED
6. SIGN MOUNTING: SEE 18/- AND SHALL COMPLY WITH 11B-703.4. PROVIDE BACKER PLATE BEHIND WHEN MOUNTED ON GLASS, OR EXIT SIGN AS BACKER PLATE WHERE OCCURS
7. SIGN THICKNESS: SIGN MATERIAL TO BE 1/8" THK. PLASTIC, PROVIDE MECHANICAL MOUNTING W/ VANDAL-RESISTANT FASTENERS
8. INTERNATIONAL SYMBOL OF ACCESSIBILITY. SEE DETAIL 2/-

NOTE: FOR MORE INFORMATION SEE NOTES AND SIGNAGE TEMPLATES 1/-

ROOM IDENTIFICATION SIGN/ ROOM NUMBERS SIGN (ACCESIBLE)

RI — 4 / AA1.06

SCALE : 3" = 1'-0" — PROJECT NUMBER * DETAIL IDEN. * SHEET REFERENCE *



1. CHARACTER TYPE: CHARACTERS ON SIGNS SHALL BE PAINTED
2. FINISH AND CONTRAST: CONTRAST BETWEEN CHARACTERS, SYMBOLS AND THEIR BACKGROUND MUST BE 70% MIN. AND HAVE A NON-GLARE FINISH. 11B-703.5.1
3. PROPORTIONS: SEE 'C' ABOVE
4. SIGN THICKNESS: SIGN MATERIAL TO BE 1/8" THK. PLASTIC, PROVIDE MECHANICAL MOUNTING W/ VANDAL-RESISTANT FASTENERS
5. COLOR: SIGN SHALL HAVE WHITE FIGURE AND BORDER WITH BLUE BACKGROUND, U.N.O.

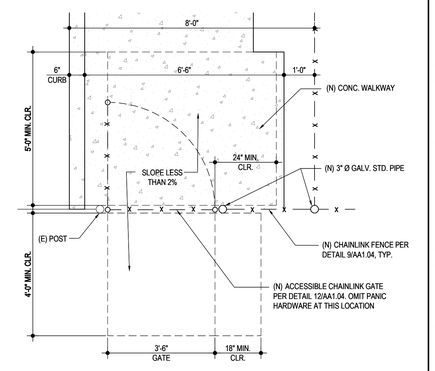
NOTE: FOR ADDITIONAL INFORMATION, SEE 6/-

ISA

INTERNATIONAL SYMBOL OF ACCESSIBILITY

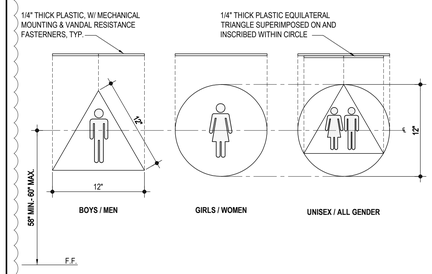
SCALE : N.T.S. — PROJECT NUMBER * DETAIL IDEN. * SHEET REFERENCE * — 3 / AA1.06

R



CHAIN LINK GATE

SCALE : 1/2"=1'-0" — PROJECT NUMBER * DETAIL IDEN. * SHEET REFERENCE * — 10 / AA1.06



NOTE: FOR ADDITIONAL INFORMATION, SEE 2/- AND 6/-

TOILET ROOM DOOR SYMBOL

TDS — 5 / AA1.06

SCALE : 1-1/2" = 1'-0" — PROJECT NUMBER * DETAIL IDEN. * SHEET REFERENCE *

REFER TO CBC 11B-703 FOR A COMPLETE LIST OF SIGNAGE REQUIREMENTS.

1. GENERAL CHARACTER PROPERTIES:

PROPERTY	RAISED CHARACTER	VISUAL CHARACTER
STYLE	HORIZONTAL, SAN SERIF	
CASE	UPPERCASE	UPPERCASE, LOWERCASE, OR COMBINATION
HEIGHT	5/8" TO 2"	SEE NOTE 2
DEPTH	1/32" MIN. ABOVE THEIR BACKGROUND	-
STROKE THICKNESS	15% MAX OF LETTER 'I' HEIGHT	10% TO 20% OF LETTER 'I' HEIGHT
CHARACTER SPACING	SEE NOTE 3.B	10% TO 35% OF CHARACTER HEIGHT
LINE SPACING	135% - 170% OF CHARACTER HEIGHT	
PROPORTION	LETTER "O" WIDTH BETWEEN 60%-110% OF LETTER 'I' HEIGHT	
SIGN FINISH	COLOR CONTRAST BETWEEN CHARACTERS, SYMBOLS, THEIR BACKGROUND, AND SHALL HAVE NON-GLARE FINISH	

2. VISUAL CHARACTER ADDITIONAL PROPERTIES (11B-703.5):

VISUAL CHARACTER HEIGHT		
HEIGHT FROM FINISH FLOOR / GROUND FROM BASELINE OF CHARACTER:	HORIZONTAL VIEWING DISTANCE	MINIMUM CHARACTER HEIGHT
40" OR LESS	NP	NP
40" TO 70"	72" OR LESS	5/8"
	72" OR GREATER	ADD 1/8" PER FOOT
GREATER THAN 70" TO 120"	180" OR LESS	2"
	180" OR GREATER	ADD 1/8" PER FOOT
GREATER THAN 120" OR MORE	21'-0" OR LESS	3"
	21'-0" OR GREATER	ADD 1/8" PER FOOT

3. RAISED CHARACTER ADDITIONAL PROPERTIES (11B-703.2):

A. SHALL BE SEPARATED FROM RAISED BORDERS / OTHER DECORATIVE ELEMENTS AT 3/8" MIN.

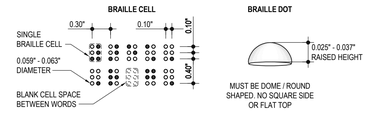
B. CHARACTER SPACING (MEASURED BETWEEN TWO CLOSEST POINTS OF ADJACENT CHARACTERS, EXCLUDING SPACES:

RAISED CHARACTER SPACING		
CROSS SECTION	MINIMUM SPACING	MAXIMUM SPACING
RECTANGULAR / TOP OF CROSS SECTION	1/8"	4 TIMES RAISED CHARACTER STROKE WIDTH MAX.
BASE OF CROSS SECTION ONLY	1/16"	

4. BRAILLE (11B-703.3):

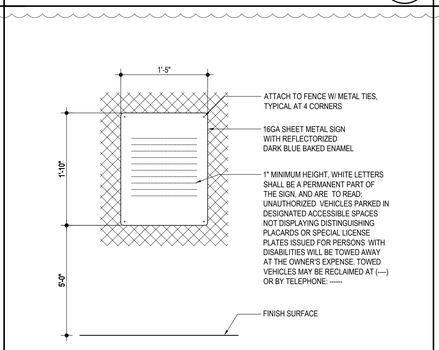
A. SHALL BE CONTRACTED (GRADE 2), WITH DOTS SHALL HAVE A DOMED/ROUND SHAPE. INDICATION OF AN UPPERCASE LETTER OR LETTERS SHALL ONLY BE USED BEFORE THE FIRST WORD OF SENTENCES, PROPER NOUNS AND NAMES, INDIVIDUAL LETTERS OF THE ALPHABET, INITIALS, AND ACRONYMS.

B. BRAILLE CHARACTERS SHALL ADHERE TO THE FOLLOWING DIMENSIONS:



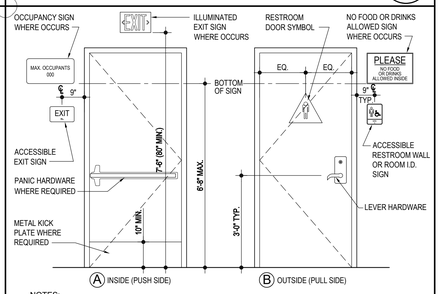
SIGNAGE NOTES

SCALE : N.T.S. — PROJECT NUMBER * DETAIL IDEN. * SHEET REFERENCE * — 1 / AA1.06



TOW-AWAY SIGN

SCALE : 1"=1'-0" — PROJECT NUMBER * DETAIL IDEN. * SHEET REFERENCE * — 9 / AA1.06



NOTES:

1. SOME DOORS MAY ALREADY HAVE PARTIAL SIGNAGE. PROVIDE ADDITIONAL SIGNAGE TO MEET REQUIREMENTS OF THIS DETAIL.
2. PERMANENT SIGNAGE TO BE INSTALLED ON THE WALL ADJACENT TO THE LATCH SIDE OF THE DOOR. MOUNTING LOCATION MUST ALLOW A PERSON TO APPROACH WITHIN 3" OF SIGN WITHOUT ENCOUNTERING PROTRUDING OBJECTS OR STANDING WITHIN THE SWING PATH OF ANY DOOR.
3. VISUAL SIGNAGE SHALL COMPLY WITH 11B-703.5 AND TABLE 11B-703.5.5
4. IF ANY SIGNAGE TO BE SUSPENDED FROM CEILING SPACE, THE CLEARANCE BELOW MUST BE 80".

DOOR & WALL SIGN MOUNTING

SCALE : N.T.S. — PROJECT NUMBER * DETAIL IDEN. * SHEET REFERENCE * — 17 / AA1.06

AGENCY

PTN 72538-113 APPL 03-124194

FLEWELLING & MOODY
architecture planning interiors

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Lancaster, California 93534
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E-Mail: fm-lancaster@flewelling-moody.com

An Employee Owned Corporation

ARCHITECT

CONSULTANT

Drawn by -

Checked by -

Revisions

No.	Date	Description
R	10/24/2025	RFI #37 ATTACHMENT

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.

OXNARD SCHOOL DISTRICT

MARINA WEST ELEMENTARY SCHOOL

NEW MODULAR CLASSROOM BUILDINGS

2501 CAROB ST.,
OXNARD, CA 93035

TYPICAL DETAILS

Job No. 3066.0000

Date 08-14-2025

AA1.06

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

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.

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

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

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

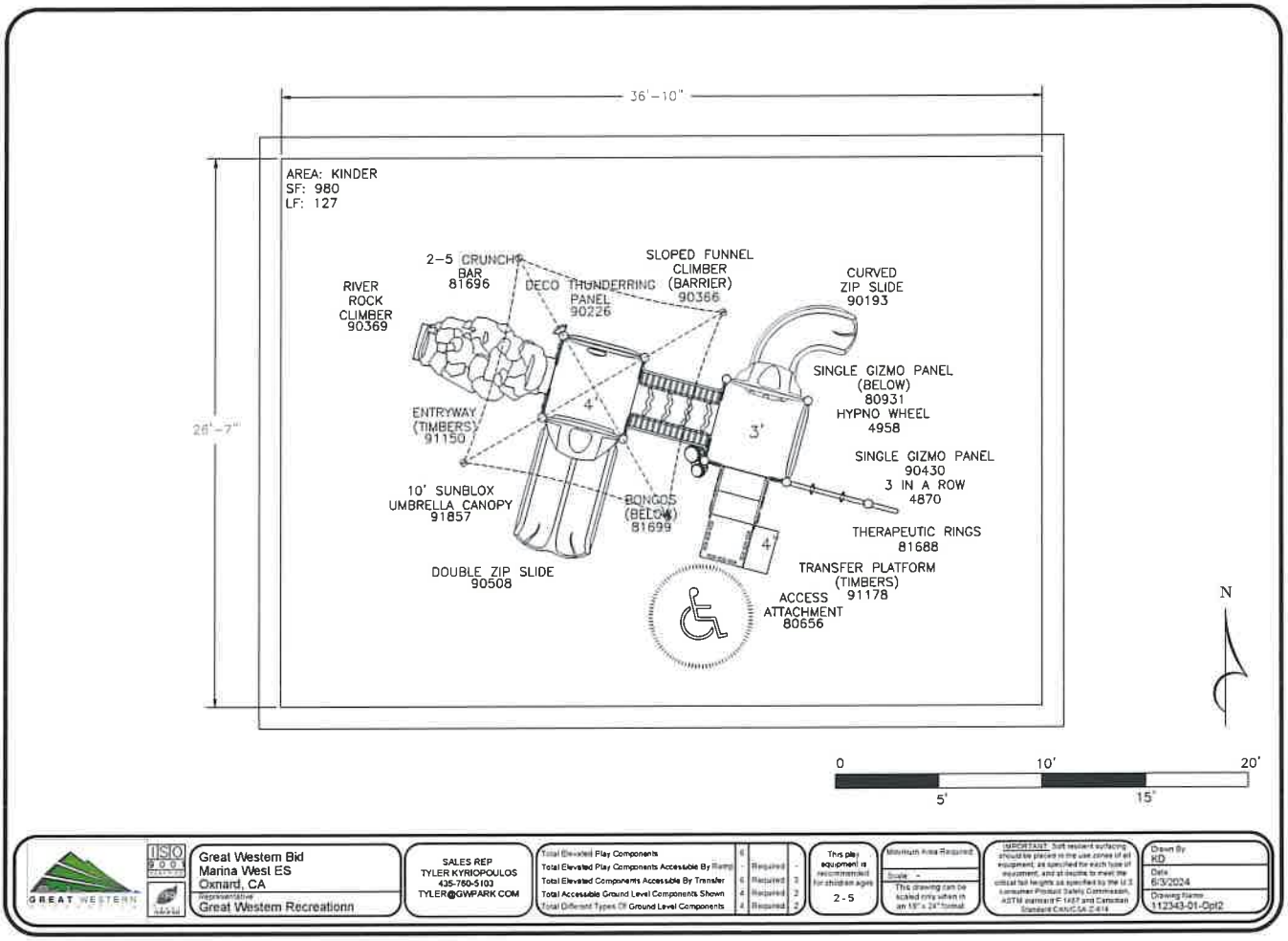
GREAT WESTERN RECREATION

09-24-2024
Job # 112343-01

Marina West Elementary School Kinder Option 2A

GameTime
A PLAYCORE Company

435-760-5103 | www.gwpark.com



GREAT WESTERN

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

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

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.

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 N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		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

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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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 above:

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 above:

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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.

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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:** December 17, 2025

Agenda Section: Section C: Facilities Agreement

Approval of Change Order No. 004 to Construction Services Agreement #24-115 for Edwards Construction Group for the Ritchen Elementary School Modernization Project (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. 004 is to provide funds for various Potential Change Orders (PCOs).

FISCAL IMPACT:
$21,710.71 – Measure I Bond Funds

RECOMMENDATION:
It is the recommendation of the Superintendent, Business & Fiscal Services and Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Change Order #004 to Agreement #24-115 with Edwards Construction Group, Inc.

ADDITIONAL MATERIALS:

Attached: Change Order No. 004 (2 Pages)
Proposal (25 Pages)
Amendment #001 (25 Pages)
Agreement #24-115, Edwards Construction Group (78 Pages)

CHANGE ORDER #004

Date: 12/17/2025 **Change Order NO. 004**

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	**$ 235,243.08**
ADJUSTED CONTRACT SUM	**$ 6,633,478.08**
NET CHANGE	**$ 21,710.71**
Total Change Orders to Date:	**$ 256,953.79**
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 4	**$ 6,655,188.79**

Anticipated Commencement Date	**December 11, 2024**
Actual Commencement Date:	**December 11, 2024**
Original Completion Date:	**March 11, 2026**
Original Contract Time:	**455 Calendar Days**
Time Extension for all Previous Change Orders:	**0 Calendar Days**
Time Extension for this Change Order:	**0 Calendar Days**
Adjusted Completion Date:	**March 11, 2026**
Percentage	**0%**

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCO #36: RFI #46: Fire Putty at Fire Rated Wall Phase 1				$2,829.06
2.	PCO #39: ASI-013 & RFI #104: Added Shelving at Open Storage Cabinets Phase 2 Only		$3,754.63		
3.	PCO #43: Request to change "Yellow" Paint in Phase 1			$8,313.90	
4.	PCO #50: HVAC Start Up Challenges Phase 1	$6,813.12			
5.					
6.					
7.					
8.					
	Totals	$6,813.12	$3,754.63	$8,313.90	$2,829.06

Total Change Order No. 004 ……$ $21,710.71

_____

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:

ASST. SUPT: _____ _____ **DATE:** _____

APPROVAL (REQUIRED):

BOARD APPROVAL **DATE:** _____

PURCHASING DIRECTOR: _____ **DATE:** _____

EDWARDS

PCO #36

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 #36: RFI #46: Fire Putty at Fire Rated Wall Phase 1

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:	36 / 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:**	7/17/2025
REFERENCE:	RFI 46	**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:	Phase 1	**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$2,829.06

POTENTIAL CHANGE ORDER TITLE: RFI #46: Fire Putty at Fire Rated Wall Phase 1

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
Per the direction issued under RFI #46, we were instructed to proceed with the installation of fire putty pads at all existing electrical devices located in fire-rated walls.
Smith MEP has completed this work on a time-and-material basis. The attached pricing reflects the labor and materials expended to complete this scope

ATTACHMENTS:
COR#028 - T&M Fire Rated Pads.pd

#	Budget Code	Description	Amount
1	PCO-036.S Potential Change Order 36.Commitment	RFI #47:Fire Putty at Fire Rated Walls Phase 1	$2,418.00
		Subtotal:	**$2,418.00**
		Self Perform (15.00%):	$0.00
		Subcontractor (10.00%):	$241.80
		Contractor (5.00%):	$120.90
		Bond (2.00%):	$48.36
		Grand Total:	**$2,829.06**

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**

Extra Work Proposal

Labor and Material Breakdown

Smith MECHANICAL - ELECTRICAL - PLUMBING LIC. NO. 420418

Job # : 60110037 Date : 8/8/2025

Job Name : Ritchen ES Extra Work Proposal # : 028

Description of work: T&M Fire Rated Pads

Please see attached T&M sheets

Pricing Breakdown:

Electrical-Field		$	2,343
Sales Tax	9.25%	$	75
TOTAL COST		$	2,418
+ Profit & Overhead	10%	$	242
Total Extra Work Proposal Price		**$**	**2,660**

Time extension required because of labor added by this change is 2 workdays

This proposal includes 13 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: **Tiffany Clendening** Date: 8/8/2025

Project Manager

Approved by: ____ Date: ____

Signature

EWP #: 028

Job #: 60110037

Job Name: Ritchen ES

Extra Work Proposal Breakdown

Smith MECHANICAL - ELECTRICAL - PLUMBING LIC. NO. 420418

Date: 8/8/2025

ELECTRICAL - FIELD INSTALL	HRS (ST)	HRS(OT)	HRS(DT)	HRS(SHIFT)	LABOR RATE	LABOR $	MATERIAL $ / OTHER $	TOTAL $
See attached for labor & Material	13.0				$ 118.01	$ 1,534.13	$ 809.00	$ 2,343.13
Electrical Field Totals:	13.0	0.0	0.0	0.0		$ 1,534.13	$ 809.00	**$ 2,343.13**

Job # : 60110037 **Date:** 8/8/2025

Job Name : Ritchen ES **Extra Work Proposal # :** 028

Description of work: T&M Fire Rated Pads

Item Name	Quantity	Material Price	Unit	Labor	Unit	Extended Labor	Ext Material Price
FIRE RATED PUTTY PAD	100.00	$ 8.09	E				$ 809.00
T&M 10218	8.00	$ -	X	1.00	E	8.00	$ -
T&M 10219	2.00	$ -	X	1.00	E	2.00	$ -
T&M 10225	3.00	$ -	X	1.00	E	3.00	$ -
TOTALS						**13.00**	**$ 809.00**

Smith
MECHANICAL - ELECTRICAL - PLUMBING
LIC. NO. 420418

10218

WORK AUTHORIZATION # _____

Date: 6/10/25 TUESDAY Project: Ritchen ES MOD

Job No.: 60110037 For:

DESCRIPTION OF WORK

Fire pad application @ 9 drilled holes to drop 3/4 flex for LV boxes PER RFI 046 AT EXISTING FIRE RATED WALLS

LABOR

NAME	LABOR COST CODE	TRADE	ST/OT/DT	HRS
Nathan Herbison				2
Nathan Herbison				6

EQUIPMENT & TOOLS	HRS	MATERIAL	QTY
		3M Fire pads	30
		~~3/4 FLEX~~	~~12~~

REMARKS

Contractor: _____

By: _____

Printed Name: _____

Owner: JOR Tim Hoyt

By: [signature]

Printed Name: TIME VERIFICATION ON

JOB COMPLETED Y__ N__

NOTE: COMPLETE A SEPARATE DAILY WORK ORDER FOR:
(1) EACH JOB (2) EACH DAY
DO NOT ATTEMPT TO COMBINE JOBS OR DAYS

WORK AUTHORIZATION NOT SIGNED BECAUSE:
__ UNABLE TO CONTACT REPRESENTATIVE
__ AUTHORIZED BY PHONE
__ FORM ISSUED FOR RECORD PURPOSES ONLY, AUTHORIZATION IN DISPU

Smith
MECHANICAL - ELECTRICAL - PLUMBING
LIC. NO. 420418

10219

WORK AUTHORIZATION # _____

Date: 6/11/25 WEDNESDAY Project: Ritchen ES MOD
Job No.: 60110037 For:

DESCRIPTION OF WORK

Fire pad application per RFI 0446 at existing fire rated walls

LABOR

NAME	LABOR COST CODE	TRADE	ST/OT/DT	HRS
Nathan Herbison				2

EQUIPMENT & TOOLS	HRS	MATERIAL	QTY
		3M Fire pads	30

REMARKS

Contractor: _____ Owner: _____
By: _____ By: for Tim Hoyt
Printed Name: _____ Printed Name: Tim Hoyt
TIME VERIFICATION ONLY

JOB COMPLETED Y__ N__
NOTE: COMPLETE A SEPARATE DAILY WORK ORDER FOR:
(1) EACH JOB (2) EACH DAY
DO NOT ATTEMPT TO COMBINE JOBS OR DAYS

WORK AUTHORIZATION NOT SIGNED BECAUSE:
__ UNABLE TO CONTACT REPRESENTATIVE
__ AUTHORIZED BY PHONE
__ FORM ISSUED FOR RECORD PURPOSES ONLY, AUTHORIZATION IN DISPUTE

Smith
MECHANICAL - ELECTRICAL - PLUMBING
LIC. NO. 420418

10225

WORK AUTHORIZATION # _____

Date: 6/12/25 Thursday Project: Ritchen ES MOD
Job No.: 60110037 For:

DESCRIPTION OF WORK

Fire pad application per RFI 0146

LABOR

NAME	LABOR COST CODE	TRADE	ST/OT/DT	HRS
Nathan Herbison				3

EQUIPMENT & TOOLS	HRS	MATERIAL	QTY
		3M fire pad	40

REMARKS

Contractor: _____
By: _____
Printed Name: _____

Owner: _____
By: for
Printed Name: TIME VERIFICATION ONLY

JOB COMPLETED Y__ N__
NOTE: COMPLETE A SEPARATE DAILY WORK ORDER FOR:
(1) EACH JOB (2) EACH DAY
DO NOT ATTEMPT TO COMBINE JOBS OR DAYS

WORK AUTHORIZATION NOT SIGNED BECAUSE:
__ UNABLE TO CONTACT REPRESENTATIVE
__ AUTHORIZED BY PHONE
__ FORM ISSUED FOR RECORD PURPOSES ONLY, AUTHORIZATION IN DISPUTE

EDWARDS

PCO #39

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 #39: ASI-013 & RFI #104: Added Shelving at Open Storage Cabinets Phase 2 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:	39 / 0	**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:**	10/3/2025
REFERENCE:	ASI-013	**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:	Phase 2	**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$3,754.63

POTENTIAL CHANGE ORDER TITLE: ASI-013 & RFI #104: Added Shelving at Open Storage Cabinets Phase 2 Only

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
ASI-013: Added Shelving at Open Storage Cabinets Phase 2
This change order includes the additional shelving in the tall storage cabinets within typical classrooms as directed by ASI-013. The revision adds extra shelving for storage.

The cost reflected applies only to Phase 2.

AE Casework's pricing backup is attached for reference.

ATTACHMENTS:
Ritchen CO 6.pdf

#	Budget Code	Description	Amount
1	PCO-039.S Potential Change Order 39.Commitment	Added shelving at open storage cabinets - Phase 2	$3,509.00
		Subtotal:	**$3,509.00**
		Self Perform (15.00%):	$0.00
		Contractor (5.00%):	$175.45
		Bond (2.00%):	$70.18
		Grand Total:	**$3,754.63**

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**

A&E Cabinets LLC
aecabinets@pm.me
805-895-8077
7330 Hollister Ave Goleta, CA 93117

CHANGE ORDER

Ritchen Elementary	6
Project Name	**Change Order Number**
	9/30/25
Project Address	**Change Order Date**
Edwards Construction	
Project Manager Name / Firm Name	

DESCRIPTION OF CHANGES:

(check here ☐ and attach additional pages if more space is needed.)

Add one extra fixed shelf in tall marker board cabinets in five phase 2 classrooms.
Per classroom: 1" melamine = $192 , EB = $38, Labor = $30 Total per classroom = $260
(5) classrooms x $260 = $1,300 total cost
Increase depth of tall marker board cabinet and soffit from 26" to 30" in five classrooms for phase 2. Per cabinet: $126, Per classroom: (3) x $126 = $378
(5) classrooms x $378 = $1,890 total cost
Total Labor: $1,300
Total Material: $1,890
10% Profit & Overhead: $319
Total: $3,509.00

PRICE. These changes (select one):

☒ raise ☐ lower the price of the contract to $ _____
☐ do not affect the price of the contract.

PROJECT DURATION. These changes (select one):

☐ extend ☐ shorten the duration of the project by _____ days.
☒ do not affect the duration of the project.

COMPLETION. The new approximate date of completion is: _____

PAYMENT SCHEDULE. These changes will adjust the payment schedule as follows:

Owner Signature		**Contractor Signature**	
		Andrew Morin	9/30/25
Printed Name	**Date**	**Printed Name**	**Date**

EDWARDS

PCO #43

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 #43: Request to change "Yellow" paint in phase 1

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:	43 / 1	**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:**	10/16/2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:	Phase 1	**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$8,313.90

POTENTIAL CHANGE ORDER TITLE: Request to change "Yellow" paint in phase 1

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
This Change Order is for the repainting of the yellow classrooms in Phase 1. Per discussions during the OAC meeting, the District has decided to revise the existing yellow wall color after it was reported that the color was triggering sensitivities among special needs students. Final color to be approved by district.

The scope includes repainting classrooms 174,182,185 in Phase 1 with the new color. Pricing includes all labor, materials, and equipment necessary to complete the repainting.

All furniture in classrooms, STEAM and Piano lab to be moved and coordinated by district/owner.

ATTACHMENTS:
Ritchen 07 Phase One walls (1).docx

#	Budget Code	Description	Amount
1	PCO-043.S Potential Change Order 43.Commitment	Repainting of phase 1 "Yellow" Classrooms	$7,770.00
		Subtotal:	**$7,770.00**
		Self Perform (15.00%):	$0.00
		Contractor (5.00%):	$388.50
		Bond (2.00%):	$155.40
		Grand Total:	**$8,313.90**

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**

2541 Topaz Court
Oxnard, CA 93030

VANGUARD
PAINTING INC.

Phone: (805) 650-0111
Fax: (805) 650-0122

License #: 554570

October 14, 2025

Mr. Matthew Hernandez
Edwards Construction Group
991 Bennett Avenue
Arroyo Grande, CA 93420

Job: Ritchen ES School Modernization
RE: IP-4 is now DE 5408 Lemon Sorbet

Mr. Hernandez:

In phase one, we painted the upper walls of classrooms 174,182, and 182 DE 5411 Fresh Pineapple.

Now the color "IP-4" color is DE 5408 Lemon Sorbet. These upper walls need to be re-painted. This will take 2 coats to cover.

All adjacent surfaces, not needing to be re-painted, will be protected from paint splatters (i.e. floors, cabinets, lower walls).

Labor = 32 MH (@ $ 110.00/MH)	$ 3,520.00
Labor, Overtime = 16 MH (@ $ 160.00)	$ 2,560.00
Materials = 6 gal(@ $ 65.00/gal)	$ 390.00
Lift Rental = 2 days (@ $ 300/day)	$ 600.00
Mark-up = 10%	$ 700.00
Total **add**	$ 7.770.00

Sincerely,

Thomas Roerich

Thomas Roerich
Ritchen 07 Phase One walls

EDWARDS

PCO #50

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 #50: HVAC Start Up Challenges Phase 1

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:	50 / 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:**	11/6/2025
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:	$6,813.12

POTENTIAL CHANGE ORDER TITLE: HVAC Start Up Challenges Phase 1

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
HVAC Start Up Challenges Phase 1
During the HVAC start-up in Phase 1, our subcontractor encountered several challenges while working to bring the system online:

- **Chiller Checkout:** The chiller checkout could not be completed until glycol is added to the chillers and the District confirms the plant can be safely operated. We recommended having a District representative onsite during this process to verify that the chiller is cleared of any alarms. The EMS system is operational and requesting the system to run. All DDC controls have been verified as functional.
- **AHU-6 Non-Operational:** AHU-6 was found to be non-operational during both the preliminary preconstruction survey and the start-up process. Troubleshooting required District representative's assistance.
- **AHU-5 Low Static Pressure:** AHU-5 continues to run at low static pressure. The VFD for this unit was replaced previously, and the District will need to confirm that it has been properly programmed to receive the correct speed signal.

ECG was directed to provide assistance in restoring the system to operation, with all efforts tracked on a Time & Material (T&M) basis. The associated T&M sheets are attached for reference.

ATTACHMENTS:

Ritchen HVAC Start up challenges.pdf , _COR#029 Wiring T&M.pdf

#	Budget Code	Description	Amount
1	PCO-050.S Potential Change Order 50.Commitment	HVAC Start Up Challenges Phase 1	$6,367.40
		Subtotal:	**$6,367.40**
		Self Perform (15.00%):	$0.00
		Contractor (5.00%):	$318.37
		Bond (2.00%):	$127.35
		Grand Total:	**$6,813.12**

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**

Ritchen ES HVAC Startup Challenges

4 messages

Robert Perks <robert@weareedwards.com> Thu, Aug 7, 2025 at 1:09 PM
To: Patrick Fitzsimmons <patrick@budlong.com>, Gerald Schober <gschober@cfwinc.com>, "Lopez, Marcos" <m6lopez@oxnardsd.org>, Danyah Bray <dbray@cfwinc.com>, "Timhoyt5@yahoo.com" <timhoyt5@yahoo.com>, Jeremy Caldwell <jeremy@weareedwards.com>, Matthew Hernandez <matthew@weareedwards.com>, Justin Boe <justin@weareedwards.com>, Ted O'Brien <tobrien@smithmep.com>, John Henry <jhenry@smithmep.com>, "Bennett, Mark" <mbennett@oxnardsd.org>

Gerald and Marcos,
We have been working through the challenges of getting the existing equipment back up and running, have made progress, but still need some district support on the existing equipment.

- Roof top units were bumped and are operational
- The chiller has residual glycol in the lines. We have new glycol from the District but there is no clear amount to add to the system
- The chiller is not coming back on. Electrician has confirmed power, controls tech has verified signal, but the system is not coming on

We need help with the last two issues to keep things moving and get the system back up and running for teachers to come back next week.

Robert Perks
Project Executive | Operations

robert@weareedwards.com | (805)256-2730 | 805-229-1443

Edwards Construction Group
3160 Telegraph Road
Suite 202
Ventura, CA 93003

805-229-1443
www.WeAreEdwards.com

Robert Perks <robert@weareedwards.com> Thu, Aug 7, 2025 at 2:17 PM
To: Patrick Fitzsimmons <patrick@budlong.com>, Gerald Schober <gschober@cfwinc.com>, "Lopez, Marcos" <m6lopez@oxnardsd.org>, Danyah Bray <dbray@cfwinc.com>, "Timhoyt5@yahoo.com" <timhoyt5@yahoo.com>, Jeremy Caldwell <jeremy@weareedwards.com>, Matthew Hernandez <matthew@weareedwards.com>, Justin Boe <justin@weareedwards.com>, Ted O'Brien <tobrien@smithmep.com>, John Henry <jhenry@smithmep.com>, "Bennett, Mark" <mbennett@oxnardsd.org>

Added information from the controls subcontractor regarding challenges to the restart of the existing equipment:

-Chiller check out cannot be completed until Glycol is added to the chillers and the district is ok with running the plant. We also recommend a rep from the district to be onsite to confirm chiller is cleared with any possible alarms. EMS is working correctly and requesting system to run. All checks out on the DDC side.

-Ahu-6 nonoperational.Ahu-6 was not online during our preliminary survey before construction started. Need a district rep to trouble shoot.

-Ahu-5 keeps running in low static. This Ahu had the VFD replaced, district needs to confirm VFD was programm correctly to receive the correct speed signal

Robert Perks
Project Executive | Operations

robert@weareedwards.com | (805)256-2730 | 805-229-1443

Edwards Construction Group
3160 Telegraph Road
Suite 202
Ventura, CA 93003

805-229-1443
www.WeAreEdwards.com

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Robert Perks <robert@weareedwards.com> Thu, Aug 7, 2025 at 4:29 PM
To: Patrick Fitzsimmons <patrick@budlong.com>, Gerald Schober <gschober@cfwinc.com>, "Lopez, Marcos" <m6lopez@oxnardsd.org>, Danyah Bray <dbray@cfwinc.com>, "Timhoyt5@yahoo.com" <timhoyt5@yahoo.com>, Jeremy Caldwell <jeremy@weareedwards.com>, Matthew Hernandez <matthew@weareedwards.com>, Justin Boe <justin@weareedwards.com>, Ted O'Brien <tobrien@smithmep.com>, John Henry <jhenry@smithmep.com>, "Bennett, Mark" <mbennett@oxnardsd.org>, Anthony Ramirez <antramirez@smithmep.com>

Anthony and John Henry,
Per conversation with Tim and ECG this afternoon we are planning to meet tomorrow morning with district electrician 830. Please make sure your controls sub is here as well so that everyone is clear on the situation with HVAC

Thank you

Robert Perks
Project Executive | Operations

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3160 Telegraph Road
Suite 202
Ventura, CA 93003

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www.WeAreEdwards.com

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Gerald Schober <gschober@cfwinc.com> Thu, Aug 7, 2025 at 5:22 PM
To: Robert Perks <robert@weareedwards.com>, Patrick Fitzsimmons <patrick@budlong.com>, "Lopez, Marcos" <m6lopez@oxnardsd.org>, Danyah Bray <dbray@cfwinc.com>, "Timhoyt5@yahoo.com" <timhoyt5@yahoo.com>, Jeremy Caldwell <jeremy@weareedwards.com>, Matthew Hernandez <matthew@weareedwards.com>, Justin Boe <justin@weareedwards.com>, Ted O'Brien <tobrien@smithmep.com>, John Henry <jhenry@smithmep.com>, "Bennett, Mark" <mbennett@oxnardsd.org>, Anthony Ramirez <antramirez@smithmep.com>

I will not be able to attend that meeting. My take is that is that the system worked prior to ECG working on it and now it doesn't. Let's figure out the problem asap. thx

Gerald Schober
Vice President, Implementation Services
Caldwell Flores Winters, Inc.
Office: (626) 829-8300
Direct: (626) 829-8701

gschober@cfwinc.com
www.cfwinc.com

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Extra Work Proposal
Labor and Material Breakdown

Job # : 60110037 Date : 9/8/2025

Job Name : Ritchen ES Extra Work Proposal # : 29

Description of work:

Pricing for Phase 1 wiring issues related to RTU-5 , as requested and authorized by Edwards , See attached T&m Tickets from Smith and Signet Controls

Pricing Breakdown:

Labor Electrical-Field		$	3,314.60
Subcontracts		$	2,460.00
General Conditions		$	237.08
TOTAL COST		$	6,011.68
+ Overhead	10%	$	355.17
Total Extra Work Proposal Price		**$**	**6,367.40**

Time extension required because of labor added by this change is 3.4 workdays

This proposal includes 13 straight time field hours, 14 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: 9/8/2025

Project Manager

Approved by: _____ Date: _____

Signature

ELECTRICAL - FIELD INSTALL			HRS (ST)	HRS(OT)	HRS(DT)	HRS(SHIFT)	LABOR RATE	LABOR $	MATERIAL $ / OTHER $	TOTAL $
Time and Materila Ticket 10273- Anthony Ramirez				1.0			$ 138.18	$ 138.18	$ -	$ 138.18
Time and Materila Ticket 10267-Anthony Ramirez, Devon Warren			10.0	8.0			$ 120.39	$ 2,167.04	$ -	$ 2,167.04
Time and Materila Ticket 10268-Anthony Ramirez				2.0			$ 138.18	$ 276.36	$ -	$ 276.36
Clean-up for added work	3%		1.0	1.0	0.0	0.0	$ 122.17	$ 244.34		$ 244.34
Non-Productive Field General Foreperson Time	10%		2.0	2.0	0.0	0.0	$ 122.17	$ 488.68		$ 488.68
Electrical Field Totals:			13.0	14.0	0.0	0.0		$ 3,314.60	$ -	**$ 3,314.60**

SUBCONTRACTS	TOTAL $
DDC Controls : FR-001,FR-002,FR-003	$ 2,460.00
Subcontract Total:	**$ 2,460.00**

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**

654

Smith
MECHANICAL - ELECTRICAL - PLUMBING
LIC. NO. 420418

10273

Thursday
WORK AUTHORIZATION # _____

Date: 8/7/25 Project: Kitchen Modernization

Job No.: 60110037 For: AH-5 Controls trouble shoot

DESCRIPTION OF WORK

At The End of day Thursday when notice AH-5 controls are not working check the fuse, need a replacement isolate power to control transformer

LABOR

NAME	LABOR COST CODE	TRADE	ST/OT/DT	HRS
Anthony Ramirez		EL	OT	1
Art Salas (Signet Controls)		HVAC	OT	1

EQUIPMENT & TOOLS	HRS	MATERIAL	QTY
Truck			

REMARKS

Art to Return Friday 8/8/25 morning with Replacement fuse.

Contractor: Smith MEP Owner: _____

By: A Ramirez By: _____

Printed Name: Anthony Ramirez Printed Name: _____

JOB COMPLETED Y__ N✓

NOTE: COMPLETE A SEPARATE DAILY WORK ORDER FOR:
(1) EACH JOB (2) EACH DAY
DO NOT ATTEMPT TO COMBINE JOBS OR DAYS

WORK AUTHORIZATION NOT SIGNED BECAUSE:
__ UNABLE TO CONTACT REPRESENTATIVE
__ AUTHORIZED BY PHONE
__ FORM ISSUED FOR RECORD PURPOSES ONLY, AUTHORIZATION IN DISPUTE

Smith
MECHANICAL - ELECTRICAL - PLUMBING
LIC. NO. 420418

Saturday

WORK AUTHORIZATION # 10268

Date: 8/9/25
Job No.: 60110037

Project: Kitchen Modernization
For: AH-5 Controls Troubleshoot

DESCRIPTION OF WORK

AT AH-5 Controls Add another 120v to 24v transformer for VAVs wire line side split VAV Load among the 2 new transformer and test system

LABOR

NAME	LABOR COST CODE	TRADE	ST/OT/DT	HRS
Anthony Ramirez		EL	OT	2
Art Salas (Signet Controls)		HVAC	OT	3

EQUIPMENT & TOOLS	HRS
Truck	1

MATERIAL	QTY
120v to 24v Transformer Provided by Signet	1

REMARKS

Try to test and verify VAV back online but School network was down will try again Monday 8/11/25

Contractor: Smith MEP
By: A Ramy
Printed Name: Anthony Ramirez

Owner:
By:
Printed Name:

JOB COMPLETED Y__ N✓

NOTE: COMPLETE A SEPARATE DAILY WORK ORDER FOR:
(1) EACH JOB (2) EACH DAY
DO NOT ATTEMPT TO COMBINE JOBS OR DAYS

WORK AUTHORIZATION NOT SIGNED BECAUSE:
__ UNABLE TO CONTACT REPRESENTATIVE
__ AUTHORIZED BY PHONE
__ FORM ISSUED FOR RECORD PURPOSES ONLY, AUTHORIZATION IN DISPUTE

959

Smith
MECHANICAL - ELECTRICAL - PLUMBING
LIC. NO. 420418

10267

Friday
WORK AUTHORIZATION # _____

Date: 8/8/25 Project: Ritchen Modernization

Job No.: 60110037 For: AH-5 Controls Trouble shoot

DESCRIPTION OF WORK

Trouble shoot AH-5 controls VAVs off Line in Phase 1. Replace Fuse + Transformer 120v to 24v for VAV. Circuit Continue to trip had to Open Ceiling Tiles in Phase 1 for locating VAV and junction boxes for Additional trouble shooting

LABOR

NAME	LABOR COST CODE	TRADE	ST/OT/DT	HRS
Anthony Ramirez		EL	ST	6
Deven Warren		EL	ST	4
Art Salas (Signet Controls)		HVAC	ST	6
Anthony Ramirez		EL	OT	4
Deven Warren		EL	OT	4
Art Salas (Signet Controls)		HVAC	OT	4

EQUIPMENT & TOOLS	HRS	MATERIAL	QTY
Truck	1	120v to 24v transformer Provided by School HVAC	
		Terminal Black	1

REMARKS

Located Damage and Burnt Wires, and Terminal Block Replace with new. Retested VAV System does not trip but it does need 1 more 120v to 24v transformer to share VAV Load to be installed 8/9/25

Contractor: Smith MEP
By: A Ramy
Printed Name: Anthony Ramirez

Owner: _____
By: _____
Printed Name: _____

JOB COMPLETED Y__ N✓

NOTE: COMPLETE A SEPARATE DAILY WORK ORDER FOR:
(1) EACH JOB (2) EACH DAY
DO NOT ATTEMPT TO COMBINE JOBS OR DAYS

WORK AUTHORIZATION NOT SIGNED BECAUSE:
__ UNABLE TO CONTACT REPRESENTATIVE
__ AUTHORIZED BY PHONE
__ FORM ISSUED FOR RECORD PURPOSES ONLY, AUTHORIZATION IN DISPUTE

Field Report Number	
FR-002	

signet controls, inc
OPEN AUTOMATION SOLUTIONS
15350 Mallory Court, Moorpark, CA 93021
Phone - (818) 859-9999 / Fax - (877) 888-4648

Requested By Name and Number:	Contact Name and Number:	SC Contact Name:
GC	Ted O'Brian	

Project Name:	Bill To:
Ritchen Elementary School	Smith Electric

To be filled by Specialist	
X	Work Completed
	Work Incomplete
	Do Not Bill
	Bill Labor only
	Bill Labor & Mtrl
	Quoted Project

To be filled by Service Coordinator	
Customer Job #:	Signet Job #:
Customer PO #:	Invoice #:
Customer ID:	Invoice Date:

INSTRUCTIONS

Trouble shoot AHU-5 Control Panel along with Smith Electrical super Anthony Ramirez. Panel had no power when turned on.

SPECIALIST'S REPORT

Troubleshooting Report for AHU-5 and Associated VAV Controllers
Initial troubleshooting began with replacing the blown fuses. However, upon re-energizing the system, the new fuses continued to blow. Further investigation was required to identify the root cause of the issue.
We proceeded to disconnect the transformer wiring located below the enclosure and discovered that the transformers were faulty. After disconnecting the transformers and installing a new fuse panel, the system remained powered, and AHU-5 came back online.
A replacement transformer, provided by Juan from the district, was installed. However, upon wiring the new transformer, its fuse immediately blew. This indicated a downstream short in the 24V power wiring feeding the VAV controllers.
Both Signet and Smith Electric were engaged to inspect all VAV controllers associated with AHU-5. The source of the short was ultimately traced to the VAV controller in Classroom 23. This controller had a short at the terminal block, which caused voltage backfeed and damaged the transformers.
As a result:
Both transformers were replaced.
The VAV controller in Classroom 23 was rewired.
A new terminal block was installed to eliminate the short.
A replacement transformer will be picked up on Saturday morning for final installation.

ITEM	MATERIAL DESCRIPTION	QTY	UNIT RATE	TOTAL
		0	$ -	$ -
		0	$ -	$ -
		0	$ -	$ -
				$ -

LABOR and OTHER EXPENSES SUMMARY

DATE	SPECIALIST NAME	HOURS				OTHER EXPENSES		
		REG.	EMG / OT	DT	EMG DT	MILEAGE	PARKING	MISC
8/8/2025	Art Salas	8						

		SUBTOTAL MATERIAL	$ -
		Taxes	$ -
		Freight	$ -
(A)		**TOTAL MATERIAL COST**	**$ -**
LABOR SUMMARY			
8	Regular Hrs @ $ 220.00		$ 1,760.00
0	Emg / OT Hrs @ $ 330.00		$ -
0	DT Hrs @ $ 440.00		$ -
(B)		**TOTAL LABOR COST**	**$ 1,760.00**
OTHER EXPENSES SUMMARY			
0	Mileage @ $ 0.70		$ -
		PARKING	$ -
		MISCELLANEOUS	$ -
(C)		**TOTAL OTHER COST**	**$ -**
(D)		**TOTAL BILLING (A + B + C)**	**$ 1,760.00**

SPECIALIST NAME: Art Salas SPECIALIST SIGNATURE: Art Salas DATE: 8/8/2025

CUSTOMER'S NAME: CUSTOMER'S SIGNATURE: DATE:

Field Report Number	
FR-001	

signet controls, inc
OPEN AUTOMATION SOLUTIONS
15350 Mallory Court, Moorpark, CA 93021
Phone - (818) 859-9999 / Fax - (877) 888-4648

Requested By Name and Number:	Contact Name and Number:	SC Contact Name:
GC	Ted O'Brian	

Project Name:	Bill To:
Ritchen Elementary School	Smith Electric

To be filled by Specialist	
X	Work Completed
	Work Incomplete
	Do Not Bill
	Bill Labor only
	Bill Labor & Mtrl
	Quoted Project

To be filled by Service Coordinator	
Customer Job #:	Signet Job #:
Customer PO #:	Invoice #:
Customer ID:	Invoice Date:

INSTRUCTIONS

Trouble shoot AHU-5 Control Panel along with Smith Electrical super Anthony Ramirez. Panel had no power when turned on.

SPECIALIST'S REPORT

Troubleshooting Report for AHU-5 and Associated VAV Controllers . Found fuse blown at panel service disconnect. We pickup new fuses and retur next day

ITEM	MATERIAL DESCRIPTION	QTY	UNIT RATE	TOTAL
		0	$ -	$ -
		0	$ -	$ -
		0	$ -	$ -
				$ -

LABOR and OTHER EXPENSES SUMMARY

DATE	SPECIALIST NAME	HOURS				OTHER EXPENSES		
		REG.	EMG / OT	DT	EMG DT	MILEAGE	PARKING	MISC
8/7/2025	Art Salas	2						

	SUBTOTAL MATERIAL	$ -
	Taxes	$ -
	Freight	$ -
(A)	**TOTAL MATERIAL COST**	**$ -**

LABOR SUMMARY

2	Regular Hrs @ $ 220.00	$	440.00
0	Emg / OT Hrs @ $ 330.00	$	-
0	DT Hrs @ $ 440.00	$	-
(B)	**TOTAL LABOR COST**	**$**	**440.00**

OTHER EXPENSES SUMMARY

0	Mileage @ $ 0.70	$	-
	PARKING	$	-
	MISCELLANEOUS	$	-
(C)	**TOTAL OTHER COST**	**$**	**-**
(D)	**TOTAL BILLING (A + B + C)**	**$**	**440.00**

SPECIALIST NAME: Art Salas SPECIALIST SIGNATURE: Art Salas DATE: 8/7/2025

CUSTOMER'S NAME: CUSTOMER'S SIGNATURE: DATE:

Field Report Number	
FR-003	

signet controls, inc
OPEN AUTOMATION SOLUTIONS
15350 Mallory Court, Moorpark, CA 93021
Phone - (818) 859-9999 / Fax - (877) 888-4648

Requested By Name and Number:	Contact Name and Number:	SC Contact Name:
GC	Ted O'Brian	

Project Name:	Bill To:
Ritchen Elementary School	Smith Electric

To be filled by Specialist	
X	Work Completed
	Work Incomplete
	Do Not Bill
	Bill Labor only
	Bill Labor & Mtrl
	Quoted Project

To be filled by Service Coordinator	
Customer Job #:	Signet Job #:
Customer PO #:	Invoice #:
Customer ID:	Invoice Date:

INSTRUCTIONS

Trouble shoot AHU-5 Control Panel along with Smith Electrical super Anthony Ramirez. Panel had no power when turned on.

SPECIALIST'S REPORT

Troubleshooting Report for AHU-5 and Associated VAV Controllers
Picked up a new transformer from the supply house and returned to the Richten site. Anthony from Smith completed the installation of the new transformer. Once installation was complete, power was energized to the transformer. No fuses were blown, and AHU-5 remained online, indicating stable operation.

Power stability confirmed that the short had been successfully cleared. Verified the EMS system to ensure all controllers were online and communicating properly. The EMS system was fully operational and functioning according to design specifications.

ITEM	MATERIAL DESCRIPTION	QTY	UNIT RATE	TOTAL
		0	$ -	$ -
		0	$ -	$ -
		0	$ -	$ -
				$ -

LABOR and OTHER EXPENSES SUMMARY

DATE	SPECIALIST NAME	HOURS				OTHER EXPENSES		
		REG.	EMG / OT	DT	EMG DT	MILEAGE	PARKING	MISC
8/9/2025	Art Salas	3						

	SUBTOTAL MATERIAL	$ -
	Taxes	$ -
	Freight	$ -
(A)	**TOTAL MATERIAL COST**	**$ -**
LABOR SUMMARY		
3	Regular Hrs @ $ 220.00	$ 660.00
0	Emg / OT Hrs @ $ 330.00	$ -
0	DT Hrs @ $ 440.00	$ -
(B)	**TOTAL LABOR COST**	**$ 660.00**
OTHER EXPENSES SUMMARY		
0	Mileage @ $ 0.70	$ -
	PARKING	$ -
	MISCELLANEOUS	$ -
(C)	**TOTAL OTHER COST**	**$ -**
(D)	**TOTAL BILLING (A + B + C)**	**$ 660.00**

SPECIALIST NAME: Art Salas SPECIALIST SIGNATURE: Art Salas DATE: 8/9/2025

CUSTOMER'S NAME: CUSTOMER'S SIGNATURE: DATE:

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

Oxnard School District

PURCHASE ORDER
NO: P25-03019
DATE 12/02/2024

Phone: (805) 385-1501 x2412 or 2413 Fax: (805) 385-1507

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

Vendor Phone: (805) 335-1161 FAX:
EDWARDS CONSTRUCTION GROUP INC
991 BENNETT AVE
ARROYO GRANDE, CA 93420

BILL TO:
Accounts Payable
accountspayable@oxnardsd.org
1051 South A Street
Oxnard, CA 93030-7442

Customer Acct #:

ORDER LOCATION	Emailed	Faxed	Mailed	VENDOR #	REQUISITIONER	REQUISITION #
630 - Facilities				007423/1	Melissa Reyes	R25-03310

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 CONSTRUCTION SERVICES AT RITCHEN ELEMENTARY SCHOOL PER AGREEMENT #24-115 APPROVED BY THE BOARD OF TRUSTEES ON 9/18/2024 AND AMENDMENT #001 APPROVED BY THE BOARD OF TRUSTEES ON 11/20/2024. *INCLUDES SITE LEASE AGREEMENT #24-166 AND SUB-LEASE AGREEMENT #24-167*	6,398,235.00	$6,398,235.00
			ACCOUNT DISTRIBUTION	AMOUNT	
			(105591) 215- 6272- 9010- 0- 0000- 8500- 066- 600- 0MOD- 0	$6,398,235.00	

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	$6,398,235.00
Sales Tax	.00
Shipping	.00
Adjustment	.00
Order Total	**$6,398,235.00**

**** End of Order ****

AUTHORIZED BY: Melissa Reyes

FILE

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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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.

EDWARDS
Edwards Construction Group | LIC No. 1057451

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
Edwards Construction Group | LIC No. 1057451

EDWARDS

Team

TAB B

FIRM DESCRIPTION
ORGANIZATIONAL CHART
PROPOSED TEAM

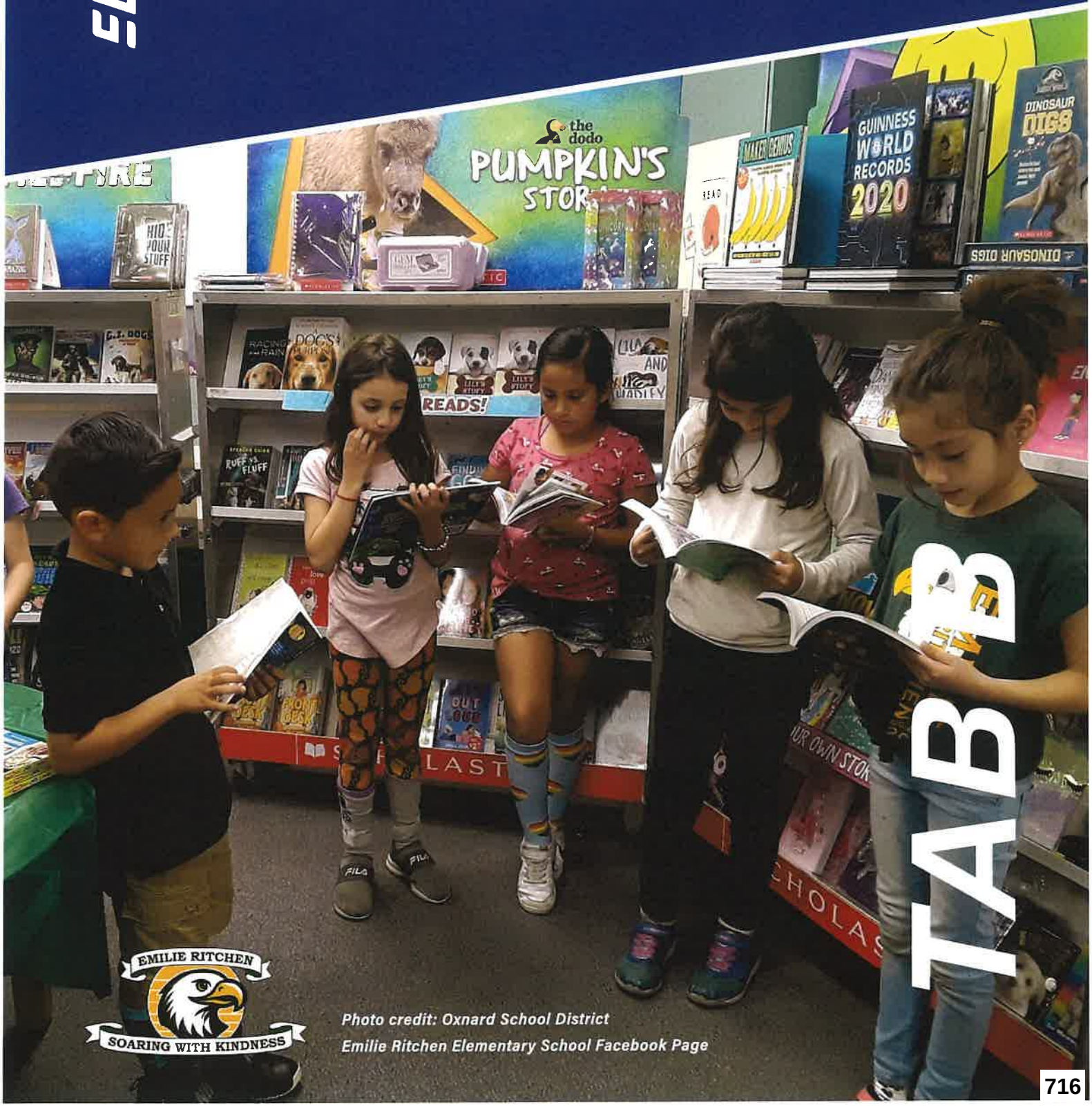


Photo credit: Oxnard School District
Emilie Ritchen Elementary School Facebook Page

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.

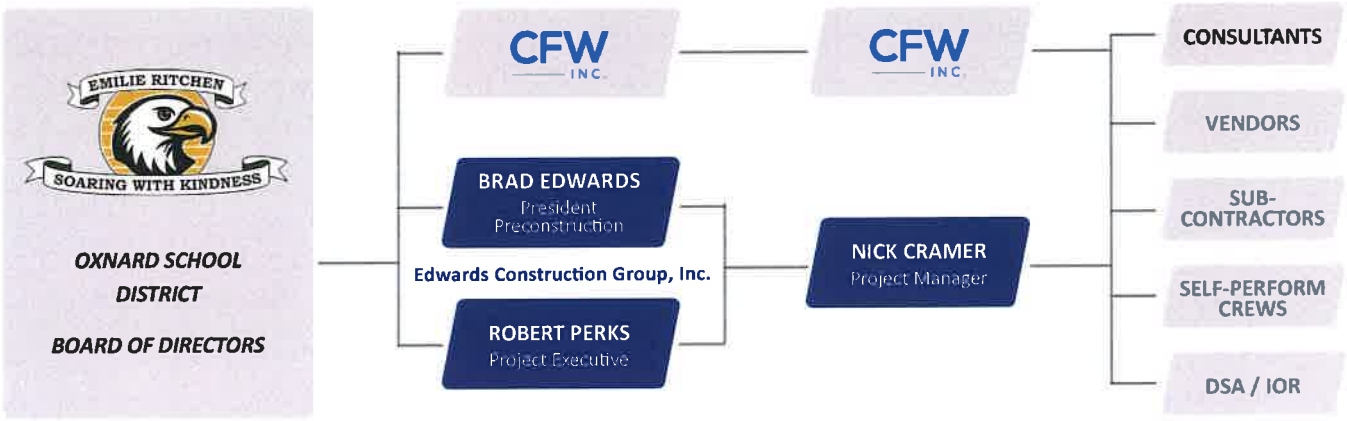
Open Communication and Feedback: We foster a culture of open communication and feedback, where every team member feels empowered to share ideas, raise concerns, and provide input on project decisions. Regular team meetings, one-on-one check-ins, and anonymous feedback mechanisms ensure that all voices 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













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.

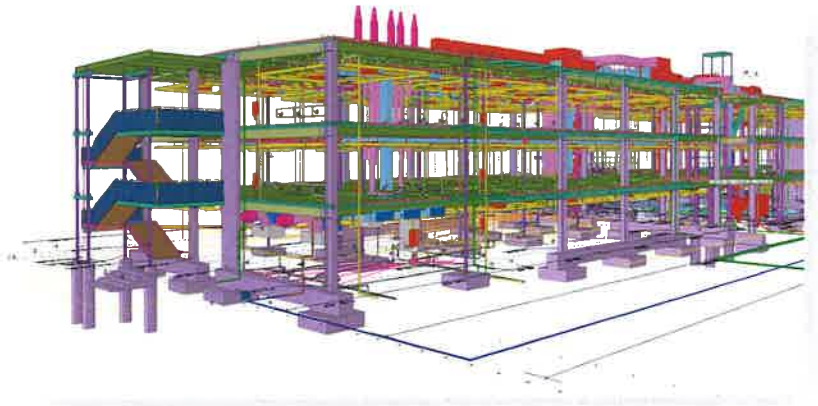
Virtual Design Construction (VDC) Department: Our specialized VDC department is the nexus of innovative construction planning. Here's what it entails:

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



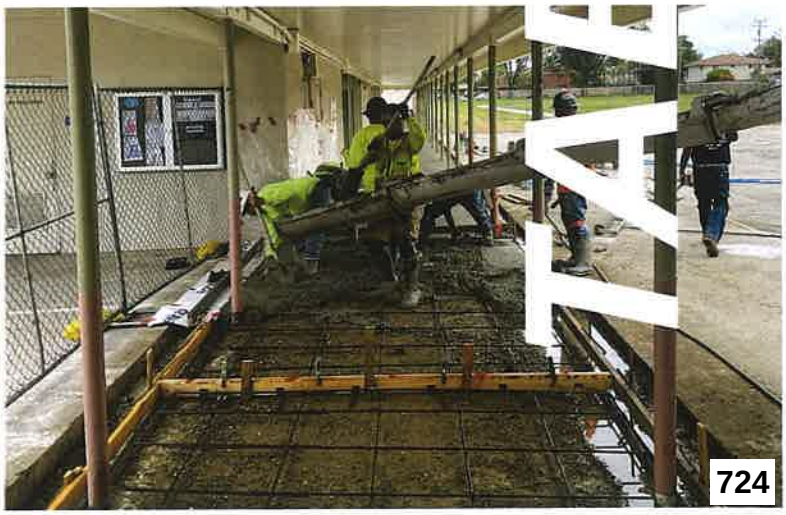






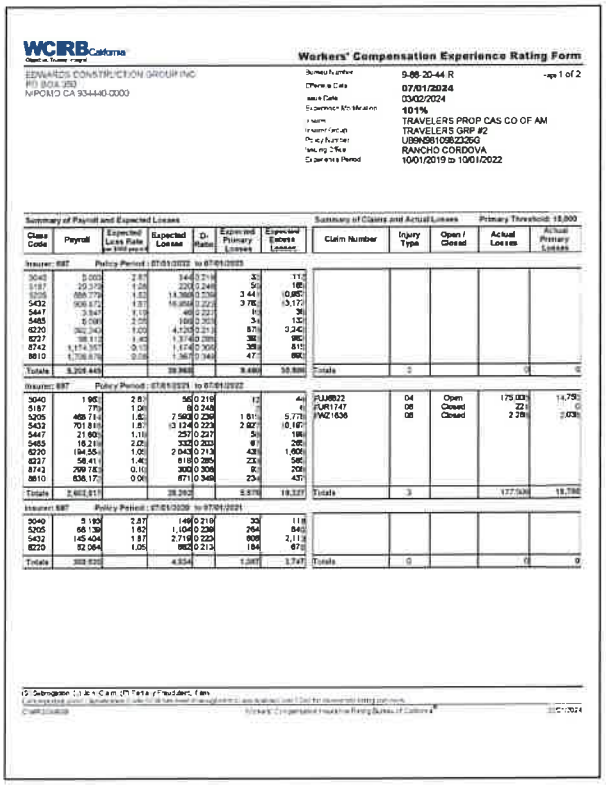
TAB D





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

Page 1 of 2

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	UB9NS8109823269
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	3,891	(3,603)
5432	906,671	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	137
8220	362,340	1.05	4,035	0.213	879	3,245
8227	98,112	1.40	1,374	0.288	396	980
8742	1,174,357	0.13	1,474	0.308	359	815
8810	1,758,878	0.08	1,367	0.348	473	894
Totals	5,209,445		39,968		9,486	30,806
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	5,778
5432	701,816	1.87	(3,134)	0.223	2,927	(6,167)
5447	21,600	1.19	257	0.237	59	198
5465	16,210	2.05	332	0.203	81	285
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	305	0.308	93	209
8810	836,173	0.08	671	0.349	234	437
Totals	2,662,811		28,262		5,976	19,327
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	82,064	1.05	862	0.213	184	678
Totals	300,800		4,834		1,087	3,747

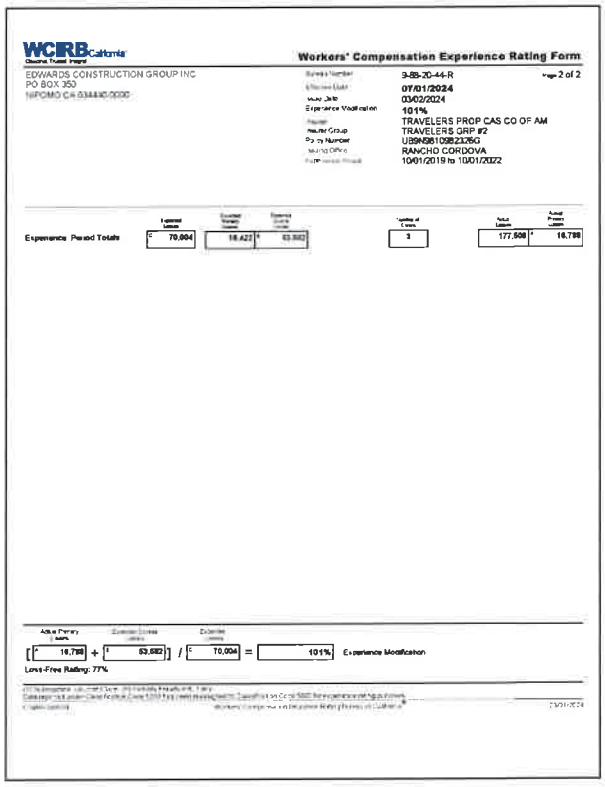
Summary of Claims and Actual Losses — Primary Threshold: 18,800

Claim Number	Injury Type	Open / Closed	Actual Losses	Actual Primary Losses
FUM822	04	Open	175,000	14,792
FUR1747	08	Closed	22	0
FWZ1636	08	Closed	2,286	2,006
Totals	3		177,308	16,798

Experience Period Totals: C 70,004 | 18,422 | 53,582 | 3 | 177,308 | 16,798

[16,798 + 53,582] / 70,004 = 101% Experience Modification

Loss-Free Rating: 77%



WCRB California

Workers' Compensation Experience Rating Form

EDWARDS CONSTRUCTION GROUP INC
PO BOX 350
NIPOMO CA 934440-0000

Page 2 of 2

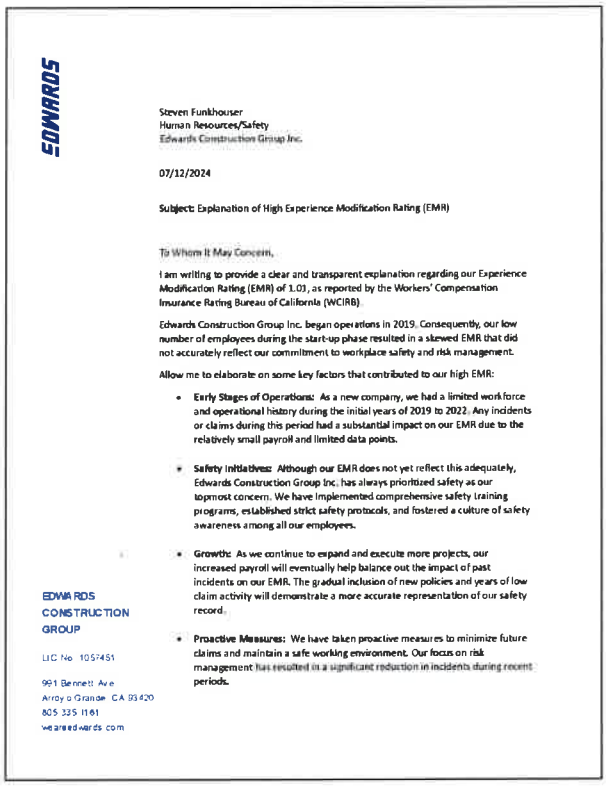
Bureau Number	9-88-20-44-R
Effective Date	07/01/2024
Issue Date	03/02/2024
Experience Modification	101%
Insurer	TRAVELERS PROP CAS CO OF AM
Insurer Group	TRAVELERS GRP #2
Policy Number	UB9NS8109823269
Issuing Office	RANCHO CORDOVA
Experience Period	10/01/2019 to 10/01/2022

Experience Period Totals: C 70,004 | 18,422 | 53,582 | 3 | 177,308 | 16,798

[16,798 + 53,582] / 70,004 = 101% Experience Modification

Loss-Free Rating: 77%

*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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LIC No. 1057451

991 Bennett Ave
Arroyo Grande, CA 93420
805.335.1161
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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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Bonding & Capacity Letter

TAB E

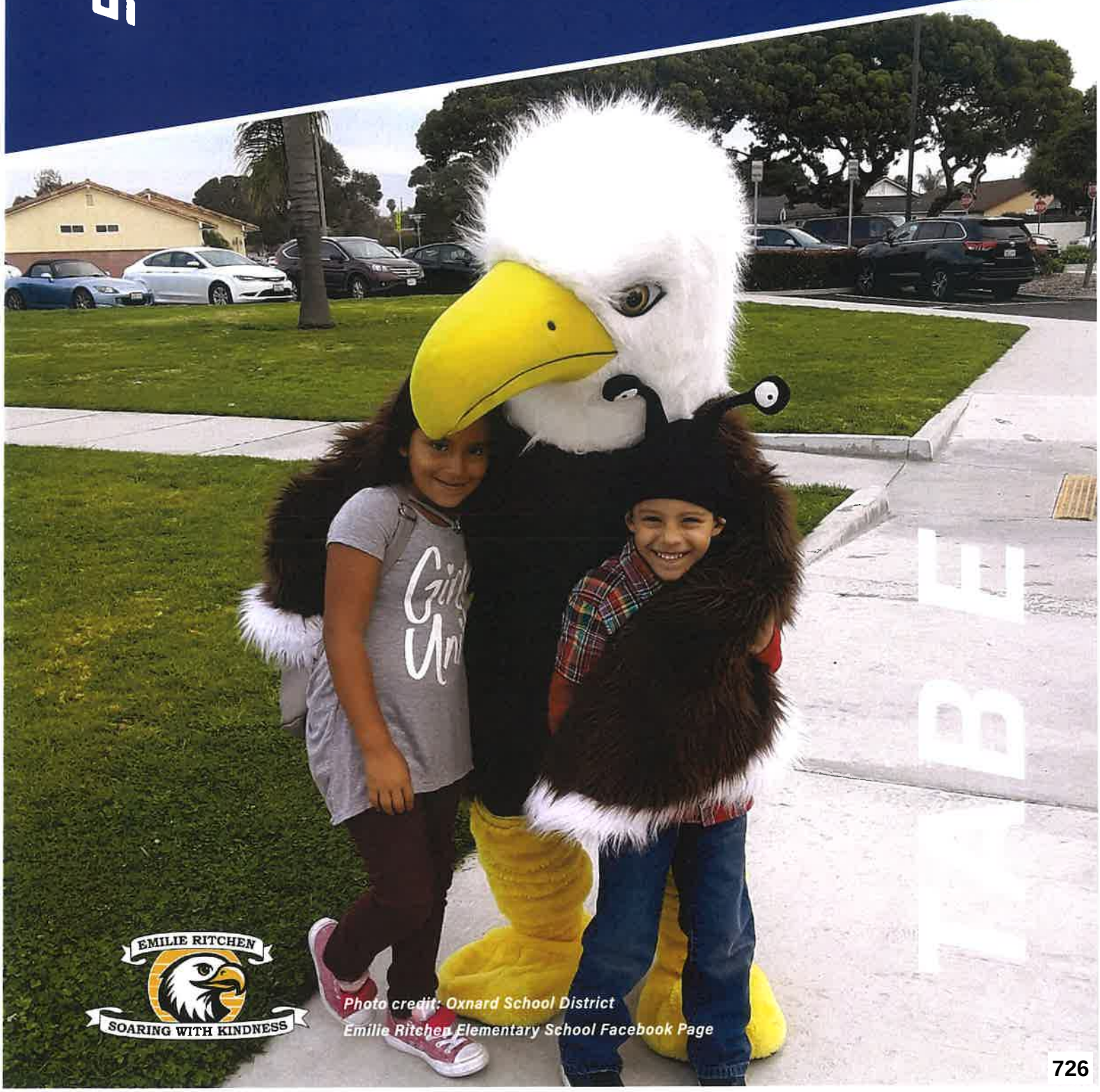


Photo credit: Oxnard School District
Emilie Ritchen Elementary School Facebook Page

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.

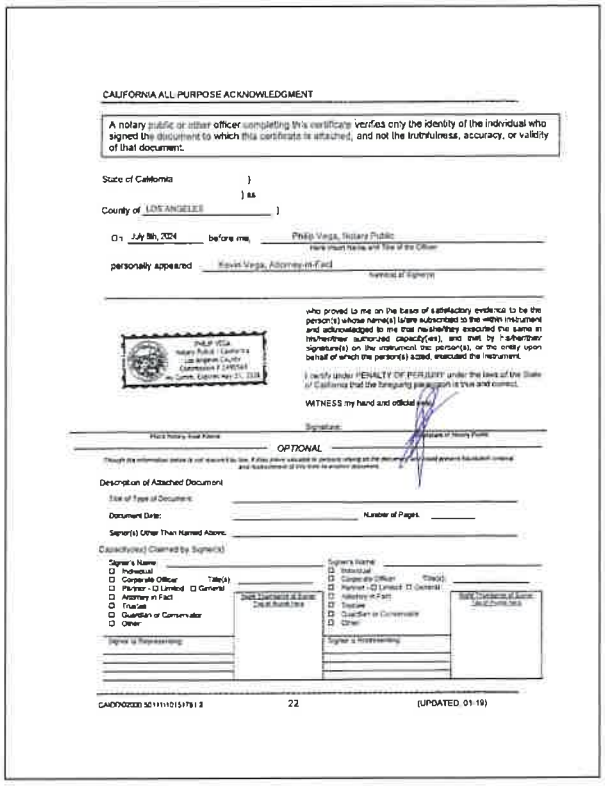
Our investigation of this firm clearly indicates a company thoroughly versed in the construction industry with great depth of experienced people who have become well known for their ability to complete jobs on schedule and within budget, complemented with excellent workmanship. We found their relationship 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)

PHILIP VEGA
Notary Public / California
Los Angeles County
Commission # 2495561
My Comm. Expires May 21, 2026

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:
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:
☐ Individual
☐ Corporate Officer Title(s):
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other

Signer's Name:
☐ Individual
☐ Corporate Officer Title(s):
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other

Signer is Representing:

Signer is Representing:

CAID7002000 50111110151781 2 22 (UPDATED: 01-19)

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DSA Plan Review

TAB F

CONSTRUCTION CHALLENGES & SOLUTIONS
SITE LOGISTICS PLAN
COST ESTIMATE
PRECONSTRUCTION FEE
GMP RISK EVALUATION



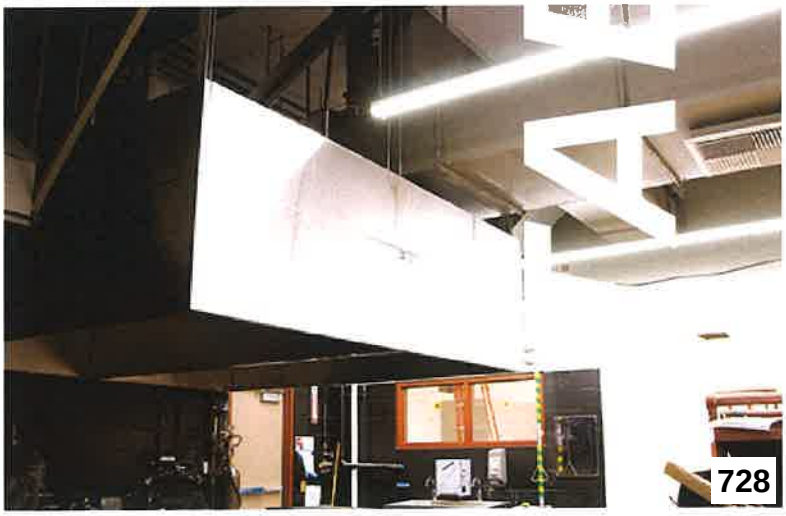








Edwards Construction Group, Inc.
Santa Maria High School CTE Modernization



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.

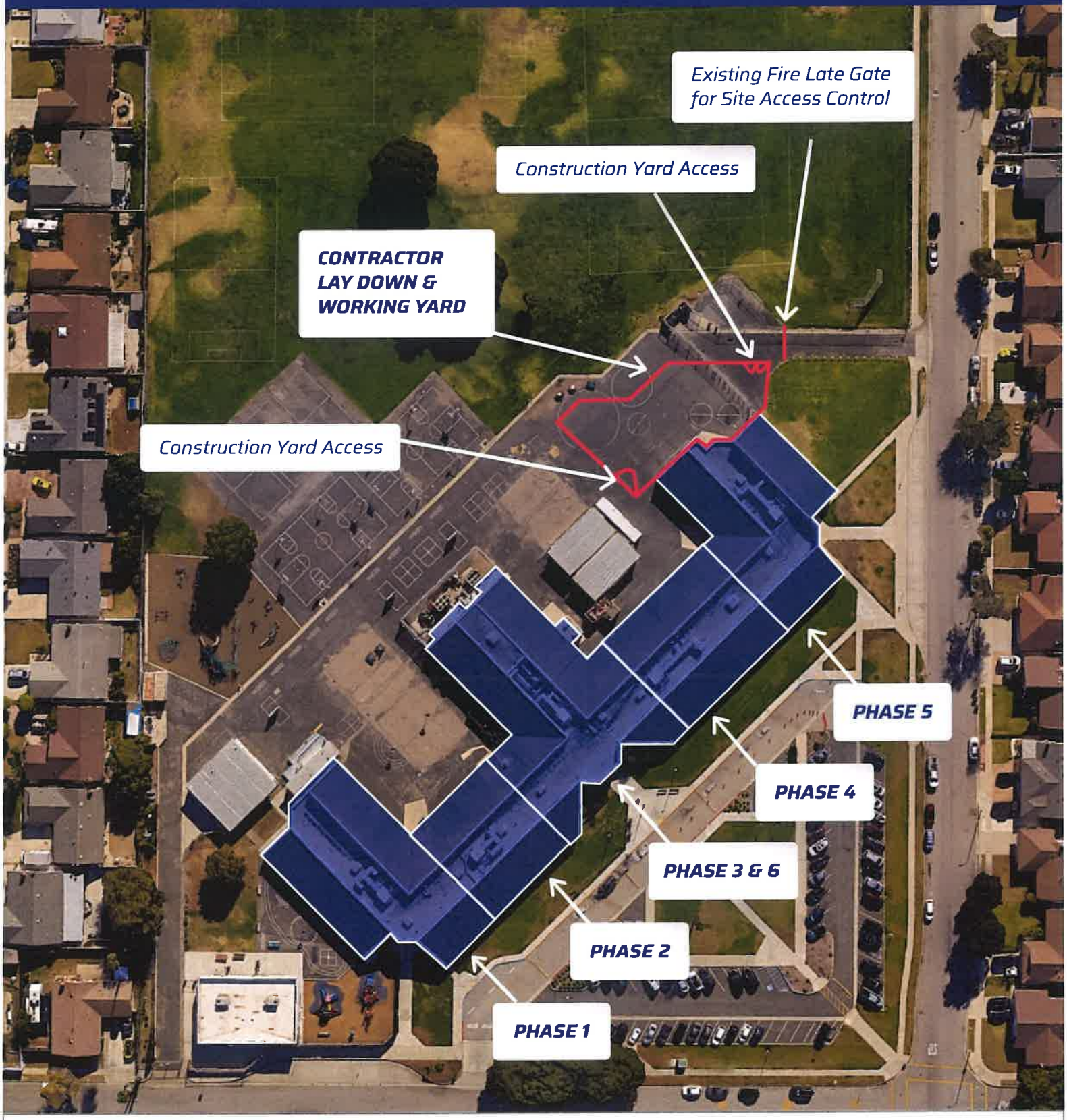
ISOLATION OF UTILITIES:

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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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																10	/Day	4,000.00
		** Temporary Toilet	4,000.00	4,000.00	400	Days														
		** 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																

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Value Engineering Solutions

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.

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Identification of Trades

TAB H

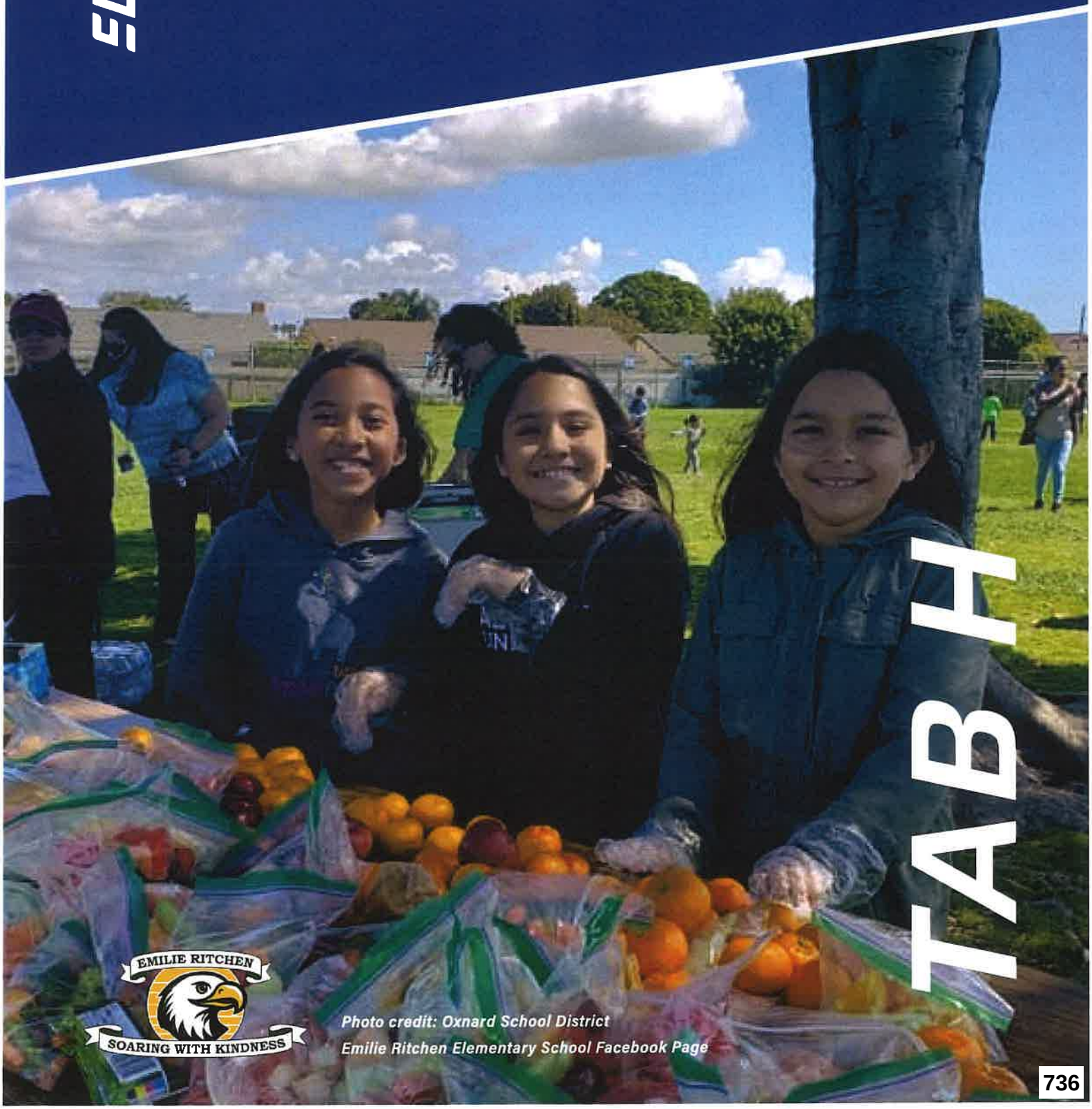

Photo credit: Oxnard School District
Emilie Ritchen Elementary School Facebook Page

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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Conceptual Schedule

TAB I

APPROACH TO SCHEDULE
PROJECT SCHEDULE ESTIMATE

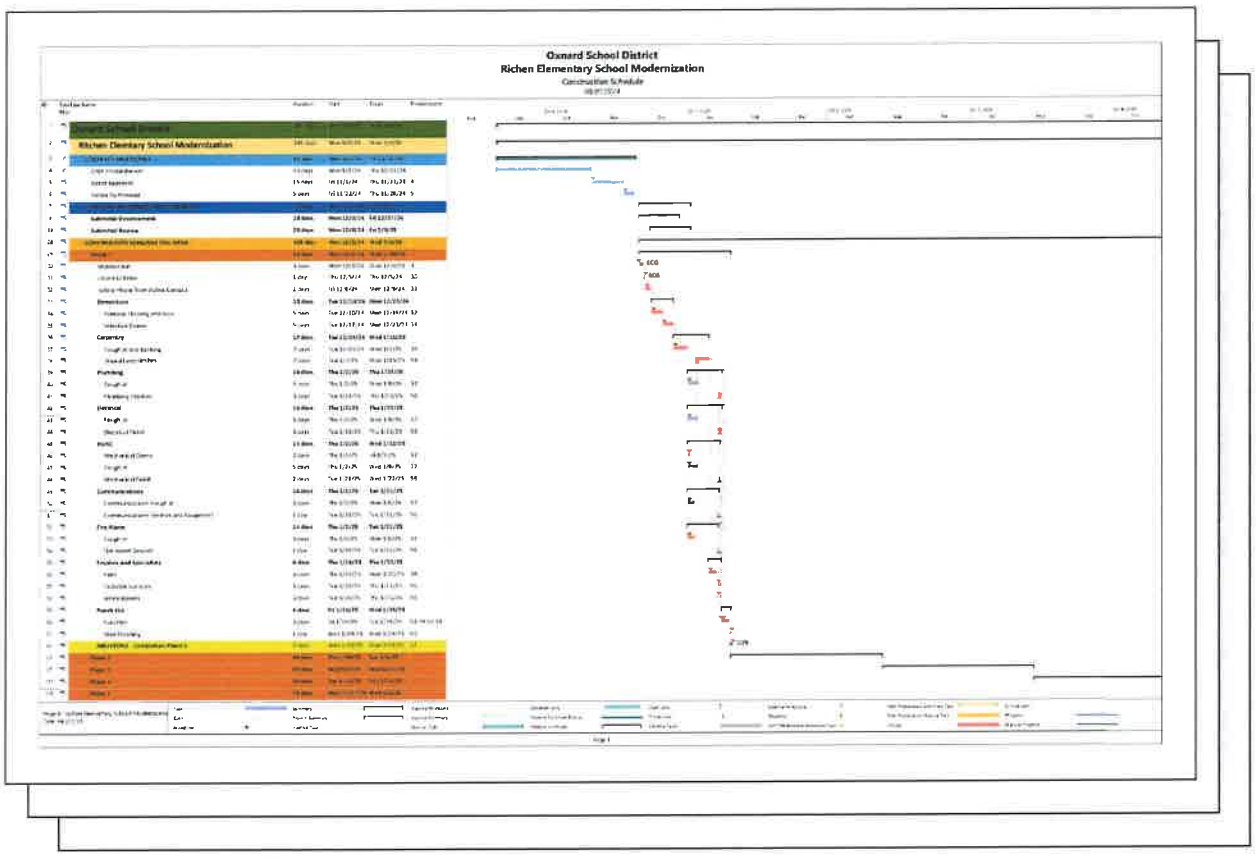







BONDING & CAPACITY LETTER

Please see Attachment 7 in the Addendum for a ***Complete Conceptual Schedule.***



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739

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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
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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

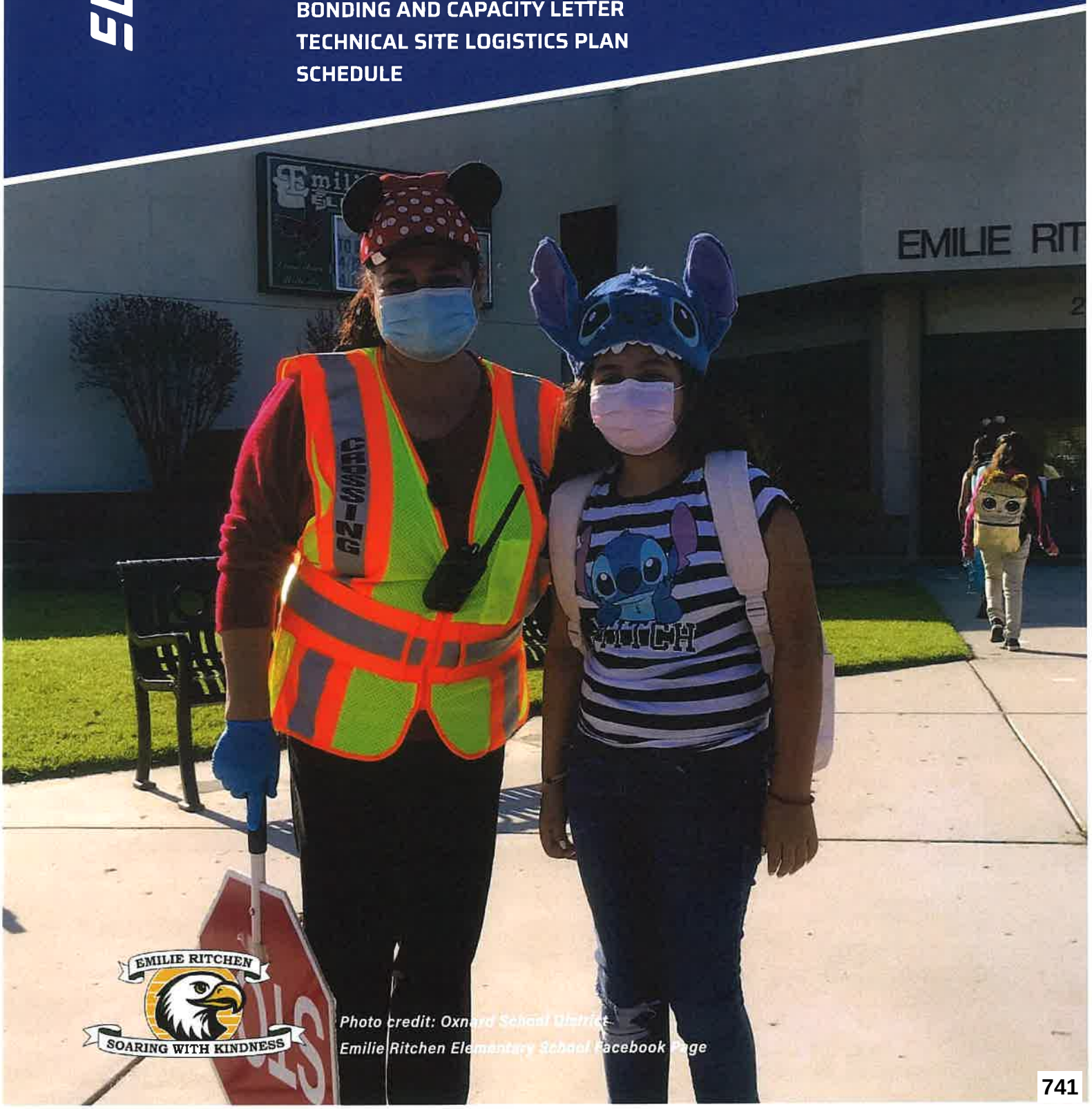

Photo credit: Oxnard School District Emilie Ritchen Elementary School Facebook Page

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

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be@edwardscongroup.com
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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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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

2045 Preisker Ln. Ste A
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:

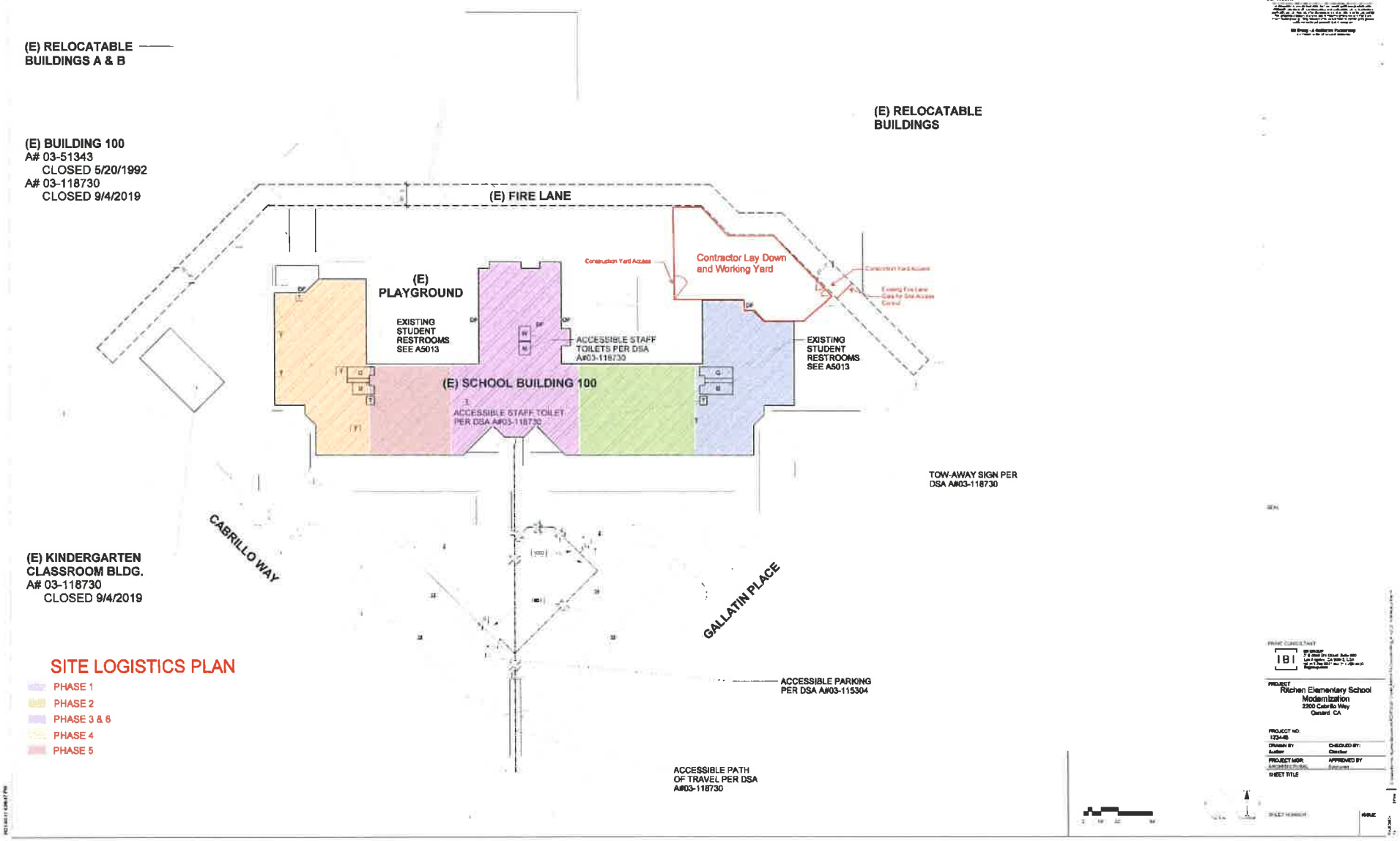
Capacity(ies) Claimed by Signer(s)

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

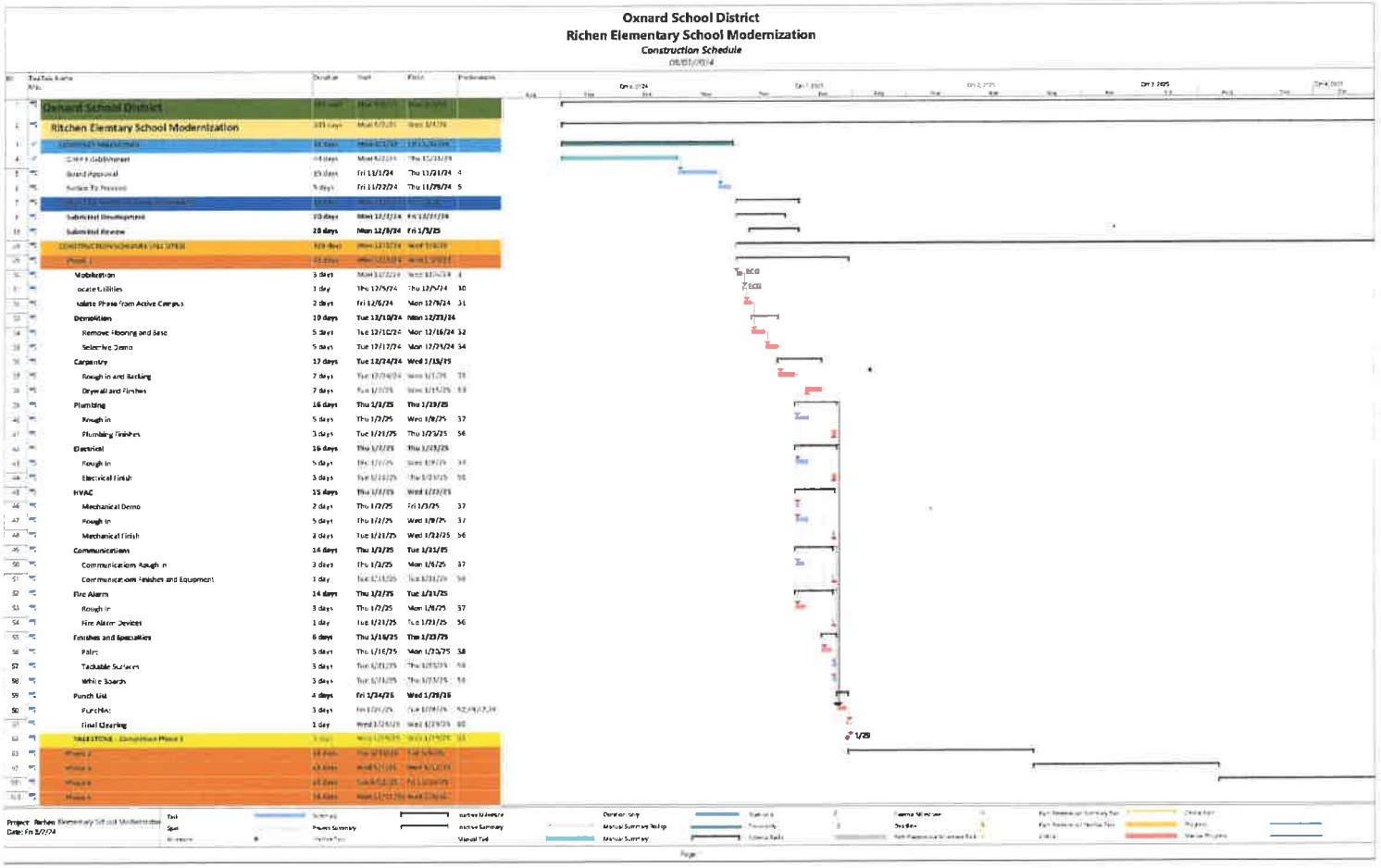
Technical Site Logistics Plan


(E) TOILET BUILDING
(E) RELOCATABLE BUILDINGS A & B
(E) BUILDING 100
A# 03-51343
CLOSED 5/20/1992
A# 03-118730
CLOSED 9/4/2019
(E) RELOCATABLE BUILDINGS
(E) FIRE LANE
Construction Yard Access
Contractor Lay Down and Working Yard
(E) PLAYGROUND
EXISTING STUDENT RESTROOMS SEE A5013
ACCESSIBLE STAFF TOILETS PER DSA A#03-118730
EXISTING STUDENT RESTROOMS SEE A5013
(E) SCHOOL BUILDING 100
ACCESSIBLE STAFF TOILET PER DSA A#03-118730
TOW-AWAY SIGN PER DSA A#03-118730
CABRILLO WAY
GALLATIN PLACE
(E) KINDERGARTEN CLASSROOM BLDG.
A# 03-118730
CLOSED 9/4/2019
ACCESSIBLE PARKING PER DSA A#03-115304
ACCESSIBLE PATH OF TRAVEL PER DSA A#03-118730
SITE LOGISTICS PLAN
PHASE 1
PHASE 2
PHASE 3 & 6
PHASE 4
PHASE 5
Oxnard School District
1051 South A Street
Oxnard, CA 93030
COPYRIGHT
IBI
PROJECT
Ritchen Elementary School Modernization
2300 Colorado Way
Oxnard CA
PROJECT NO.
1234-56
DRAWN BY:
Author
CHECKED BY:
Checker
PROJECT MGR:
APPROVED BY
SHEET TITLE
SHEET NUMBER
ISSUE

EDWARDS

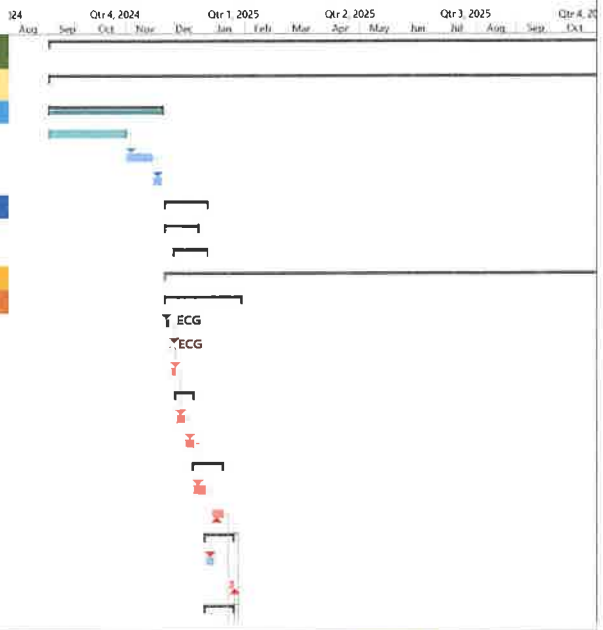
Attachment 7

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**	

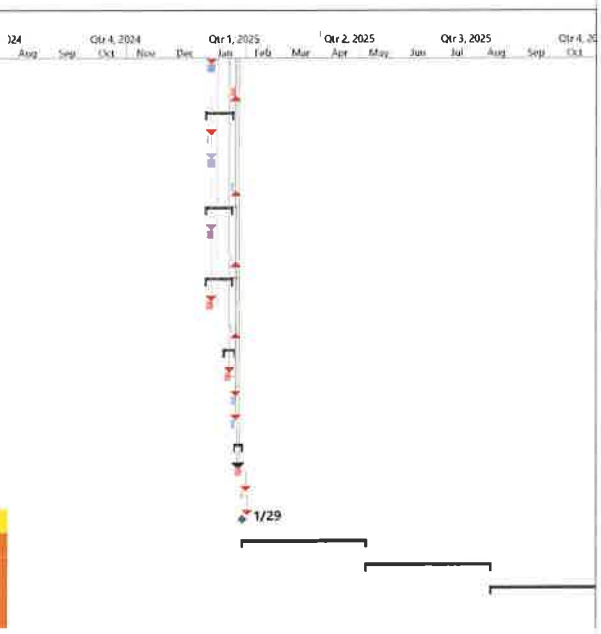


Project: Richen Elementary School Modernizatio
Date: Thu 8/1/24

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 Mode	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

Page 2

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** December 17, 2025

Agenda Section: Section C: Facilities Agreement

Approval of Change Order No. 004 to Construction Services Agreement #24-143 for Viola Constructors, Inc. for the McAuliffe Elementary School Modernization Project (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 Constructors 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. 004 is to provide funds for additional costs associated with: Added Teacher Station AV Hubs, Manual Roller Shades at the Clerestory (Upper) windows for Phase 1 & 2 Classrooms, and Repainting of Phase 3 Restrooms.

FISCAL IMPACT:
$76,000.88– Measure I Bond Funds

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of the Facilities, in conjunction with Caldwell, Flores, & Winters that the Board of Trustees approve Change Order #004 to Agreement #24-143 with Viola Constructors, Inc.

ADDITIONAL MATERIALS:

Attached: Change Order #004 (2 Pages)
Proposal (18 Pages)
Amendment #2 (5 Pages)
Amendment #1 (11 Pages)
Agreement #24-143, Viola Contractors, Inc. (62 Pages)

CHANGE ORDER #004

Date: 12/17/2025 **Change Order NO. 004**

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	**$ 624,705.41**
ADJUSTED CONTRACT SUM	**$ 7,532,945.91**
NET CHANGE	**$ 76,000.88**
Total Change Orders to Date:	**$ 700,706.29**
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 04	**$ 7,608,946.79**

Anticipated Commencement Date	**March 6, 2025**
Actual Commencement Date:	**March 6, 2025**
Original Completion Date:	**June 4, 2026**
Original Contract Time:	**455 Calendar Days**
Time Extension for all Previous Change Orders:	**0 Calendar Days**
Time Extension for this Change Order:	**0 Calendar Days**
Adjusted Completion Date:	**June 4, 2026**
Percentage	**0%**

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCO #034: Manual Roller Shades at Phase 1 & 2 Clerestory Windows		**$48,263.20**		
2.	PCO #035: Paint Girls and Boys Restrooms Phase 3				**$4,616.01**
3.	PCO #031R-2: Added Teachers Stations per ASI011		**$23,121.67**		
4.					
5.					
6.					
	Totals	**$ 0.00**	**$71,384.87**	**$ 0.00**	**$4,616.01**

Total Change Order No. 004 ……$ $76,000.88

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:

ASST SUPT: _____ **DATE:** _____

APPROVAL (REQUIRED):

BOARD APPROVAL **DATE:** _____

PURCHASING DIRECTOR: _____ **DATE:** _____

PCO #031R-2

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 #031R-2: Added Teachers Stations per ASI011

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:	031R-2 / 0	**CONTRACT:**	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		**CREATED BY:**	Nick Shipp **(Viola Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	9/30/2025
REFERENCE:	ASI011	**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:	$23,121.67

POTENTIAL CHANGE ORDER TITLE: Added Teachers Stations per ASI011

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #049 - AddedTeachers Stations Phase 3 ASI011
The following PCO reflects the additional cost to furnish and install data, comm and power to new Teaching Stations at classrooms 112, 113, 122, 123, 124, 127 and 128 (Phase 3) per ASI011. PCO does not include Demolition, Patch and Paint of existing finishes. These costs submitted under separate cover.

ATTACHMENTS:
CO 755-07r1 - Changes Per ASI 11.pdf , M&T Inc. CO#06.pdf , ASI011 - Phase 3 and 4 TV Locations.pdf

#	Budget Code	Description	Amount
1	2600-2600.000.Subcontract Electrical.Subcontract	Scott and Sons CO#755-07	$21,240.94
2	600-610.530.Subcontract Miscellaneous Rough Carpentry.Subcontract	M&T CO#06	$(453.53)
		Subtotal:	**$20,787.41**
		LLB Fee (8.00%):	$1,662.99
		Bond & Insurance (2.99%):	$671.27
		Grand Total:	**$23,121.67**

Maurice Macare (Arcadis)
4119 Broad Street; Suite 210
San Luis Obispo, California 93401

11/13/2025
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

10/28/2025
SIGNATURE **DATE**

Scott And Sons Electric

1433 Arundell Ave. Ventura, CA 93003
PH (805) 642-8547

CO 755-07 R1

TO:	Viola Inc	ATTN:	Nick
SPEC. SEC. # :	260000	TRADE:	Electrical
JOB NAME:	McAuliffe ES Modernization		
JOB ADDRESS:	3300 Via Marina Ave		
DATE SUBMITTED:	9/30/2025		
LICENSE NO:	700054		
DIR #	1000000877		
PHONE NO:	(805) 642-8547		

PLANS & SPECS	FOB JOBSITE	INSTALLED	TAX INCLUDED	ADDENDUMS
YES	YES	YES	YES	N/A

Total Change Order: **$ 32,541.76**

INCLUDES:

Changes per ASI #11 (see attached PDF Narrative for itemized changes)

EXCLUDES:

Same as base contract exclusions

McAuliffe Change Orders : ASI #11 - Phase 3 Classroom AV Clarifications

Totals (Summary) - Bid Summary: Default

Material	
Non-Quoted	$4,500.68
Quotes	0.00
Sales Tax (9.25%)	416.31
Total Material	$4,916.99
Labor	
Direct (85.55 hours @ $93.67)	$8,013.47
Non-Productive Labor	1,202.02
Total Labor (85.55 hours)	$9,215.49
Direct Job Expenses	$801.35
Tools and Miscellaneous Materials	240.40
Subcontracts	14,409.19
Job Subtotal (Prime Cost)	$29,583.42
Overhead (10.00%)	2,958.34
Profit (0.00%)	0.00
Job Total	$32,541.76
Actual Bid Price	$32,541.76
Material to Direct Labor ratio: 0.38	
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 $	$2,958.34
Net Profit %	0.00

McAuliffe Change Orders : ASI #11 - Phase 3 Classroom AV Clarifications
Job Number: COSSE 755-
Bid Summary: Default
Extension By Phase

Item #	Description	Quantity	Price	U	Ext Price	Labor Hr	U	Ext Lab Hr	Lab P
	--- 02 Underground Branch Raceway ---								
5851	Wiremold #5744 1G Signal Box/2-3/4"D	2	31.99	E	63.98	0.25	E	0.50	
5891	Wiremold #4000B Raceway Base	120	9.36	E	1,123.20	10.68	C	12.82	
5892	Wiremold #4000C Raceway Cover	120	5.34	E	640.80	6.00	C	7.20	
5893	Wiremold #4000D Raceway Divider	120	2.20	E	264.00	0.87	C	1.04	
5894	Wiremold #4001 Coupling	16	10.20	E	163.20	0.18	E	2.88	
5895	Wiremold #4001D Divider Clip & Coup	64	2.20	E	140.80	0.21	E	13.44	
5896	Wiremold #4010D Entrance End Fitting	12	50.99	E	611.88	0.70	E	8.40	
5897	Wiremold #4010B Blank End Fitting	12	12.99	E	155.88	0.44	E	5.28	
5898	Wiremold #4017 Internal Elbow	4	33.99	E	135.96	0.88	E	3.52	
5902	Wiremold DS4047C Adapter for Plate	20	25.21	E	504.20	0.18	E	3.60	
	--- 02 Underground Branch Raceway Total ---				3,803.90			58.68	
	--- 04 Above Ground Branch Raceway ---								
1001	3/4" EMT	-40	580.50	C	-232.20	5.00	C	-2.00	
1122	3/4" Steel Flex	180	185.50	C	333.90	5.00	C	9.00	
1123	1" Steel Flex	20	337.88	C	67.58	7.50	C	1.50	
1445	3/4" Set Screw Steel Conn	-4	1,087.18	C	-43.49	0.10	E	-0.40	
1844	3/4" Die Cast Screw-In Flex Conn	6	533.30	C	32.00	0.14	E	0.84	
1845	1" Die Cast Screw-In Flex Conn	2	1,138.97	C	22.78	0.17	E	0.34	
2339	3/4" 1-Hole Strap	-4	89.06	C	-3.56	4.00	C	-0.16	
2340	1" 1-Hole Strap	2	147.41	C	2.95	4.00	C	0.08	
2426	3/4" T-Bar Wire Conduit Clip	23	95.04	C	21.38	0.10	E	2.25	
2470	4" Square x 1-1/2" Deep Box w/bkt (1/2&3/4 KO's)	-3	3,596.69	C	-107.90	0.30	E	-0.90	
4897	4" Square-1G Plaster Ring-5/8"D	-5	1,720.06	C	-86.00	0.15	E	-0.75	
4902	4" Square-2G Plaster Ring-5/8"D	2	2,295.56	C	45.91	0.15	E	0.30	
5841	Wiremold #700 Raceway	20	2.42	E	48.40	10.50	C	2.10	
7114	Ground Screw with Bare Pigtail	-1	6.77	E	-6.77	2.00	C	-0.02	
7123	6X1/4" Pan Head Tapping Screw	-12	2.62	C	-0.31	0.01	E	-0.12	
63243	3/4" Non Metallic Conduit Bushing	-4	21.06	C	-0.84	0.12	C	0.00	
63244	1" Non Metallic Conduit Bushing	2	63.09	C	1.26	0.13	C	0.00	
632667	Wiremold #5785 Entrance End Fitting (500/700)	2	10.44	E	20.88	1.06	E	2.12	
	--- 04 Above Ground Branch Raceway Total --				115.97			14.18	
	--- 06 Brach Wire ---								
2681	#12 THHN CU Solid Wire	567	654.21	M	370.94	6.00	M	3.40	
3078	1/8" Poly Pull Line	-20	14.89	M	-0.30	2.00	M	-0.04	
6133	Red Wirenuts (10-18 guage)	-3	145.79	M	-0.44	3.50	C	-0.10	
	--- 06 Brach Wire Total ---				370.20			3.26	
	--- 09 Trim ---								
4703	20A/125V Spec Grade Dup Rcpt (5-20R)	16	2.68	E	42.88	0.30	E	4.80	
4973	1G SS Decora/GFI Plate	2	4.37	E	8.74	0.20	E	0.40	
4974	1G SS Dup Rcpt Plate	-1	1.92	E	-1.92	0.10	E	-0.10	
4977	1G SS Tel Plate	-4	3.48	E	-13.92	0.10	E	-0.40	
4980	2G SS Decora/GFI Plate	17	8.79	E	149.43	0.25	E	4.25	
4982	2G SS Dup Rcpt Plate	4	6.35	E	25.40	0.12	E	0.48	
	--- 09 Trim Total ---				210.61			9.43	
	Job Total				4,500.68			85.55	

* Trade Price, Labor column 3

Narrative for ASI #11

Room 127

Add (2) Duplex Receptacles for TVs

Add (2) Sets of LV Connections for TVs

Add (1) Quad at Teacher's station

Add (1) 2-Port Data Outlet at Teacher's Station

Add (1) 2-Port HDMI Outlet at Teacher's Station

Add Wiremold for (2) TV Locations on shear wall

Room 128

Add (2) Duplex Receptacles for TVs

Add (2) Sets of LV Connections for TVs

Add (1) Quad at Teacher's station

Add (1) 2-Port Data Outlet at Teacher's Station

Add (1) 2-Port HDMI Outlet at Teacher's Station

Add Wiremold for (2) TV Locations on shear wall

Piano Lab

Delete (2) Quad Outlets

Delete (1) Duplex for TV

Delete (1) HDMI/Data outlet for TV

Delete (1) Control Panel Location

Delete (2) 1-port data outlet

Add (4) 4-Port Data outlets

Add (2) 8-Port Data outlets

Add (2) 2-Port Data outlets

Add (1) 2-Port HDMI outlet

Add (1) 1-port HDMI Outlet

Everything in Wiremold

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

Scott And Sons Electric

ATTENTION: **Scott, Jeff**

Mc Auliffe (Christa) Elementary School - Modernization

Purchase order # **565_755**

Sales order # **6009**

September 25, 2025

DESCRIPTION:	**ASI-011 - TV monitor and teacher station. Install owner provided audio/video equipment. Add one category 6E from monitors, two category 6E from teachers station, two category 6E from sink area to IDF, add one category 6E from matrix box to IDF, add two HDMI from teachers station matrix box. Rooms** 112, 113, 122, 123, 124, 127 and 128

MATERIAL ADD

QTY	PART NUMBER	MANUFACTURER	DESCRIPTION	UNIT COST	EXTENDED COST
1	AX103255	Belden	CAT6+ KeyConnect Patch Panel, 48-port, 2U, Black	$359.41	$359.41
30	CAT21HP4Z34	nVent CADDY	CADDY CAT HP J-Hook with Multi-Function Clip, 1 5/16" dia, 1/4" Rod, #12–#8 Wire, 50BX	$3.12	$93.60
2100	2413 D15A1000	Belden	UNSHLD MULTIPR CABLE 4PR 1000FT 300V Blue	$0.65	$1,367.10
4	AX102671	Belden	6-PORT FACEPLATE DOUBLE GANG, KEYSTONE-STYLE W/ID WINDOWS, WALLMOUNT ELEC WHITE	$6.18	$24.72
2	AX102257	Belden	KeyConnect Faceplates 12-Port, with ID Windows, Double Gang, Flush	$6.14	$12.28
2	AX102655	Belden	KeyConnect Faceplates 2-Port, with ID Windows, Single Gang, Flush White	$2.68	$5.36
35	61110-RL6	Leviton	eXtreme 6+ QuickPort Connector, Category 6, Blue	$6.41	$224.35
10	CAT64HP4Z34	nVent CADDY	nVent CADDY Cat HP J-Hook with Multi-Function Clip, 4" dia, 1/4" Rod, #12-#8 Wire	$11.08	$110.80
				TOTAL ADD PRICE	$2,197.62

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**
		105	$95.00	$9,975.00
			TOTAL LABOR PRICE	$9,975.00

MATERIALS COSTS	ADD	$2,197.62
	DEDUCT	$0.00
	TOTAL ADD/DEDUCTS	$2,197.62
	TOTAL COST OF MATERIALS	$2,197.62
MATERIALS PRICE FOR PROJECT	TOTAL MARKED UP MATERIALS	$2,527.26
	SALES TAX	$233.77
	FREIGHT	$176.91
MARK UP AND LABOR COSTS	LABOR COST	$9,975.00
	PROFIT & OVERHEAD LABOR	$1,496.25
	TOTAL LABOR	$11,471.25

TOTAL CHANGE ORDER AMOUNT: $14,409.19

With payment to be made as follows: Based on original contract.

EXCEPTIONS THAT MAY APPLY:

Authorized Signature: Glenn M. Vacca

Glenn Vacca General Manager

This proposal may be withdrawn by us if not accepted with in 15 days.

Scott And Sons Electric

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.

CO#06 Concrete Patch at Conduit Trench in Piano Room

Project: McAuliffe ES Modernization

Date: Tuesday, October 14, 2025

VIOLA LABOR

			Hours				
Code	Class	Name	Regular	Reg Rate	O/T	O/T Rate	Total
J1	Journeyman Carp	Martin Arias	4	-98.92			$ (395.68)
							$ -
							$ -
							$ -
					Labor Total:		$ (395.68)

VIOLA EQUIPMENT

		Hourly		
Code	Equipment	Hours	Rate	Total
				$ -
				$ -
				$ -
				$ -
				$ -
				Equipment Total: $ -

VIOLA MATERIAL

Supplier	Description	Invoice #	Amount
Home Depot	4500psi Quickrete 5 Bags		$ (36.25)
			$ -
			$ -
			$ -
			$ -
			Material Total: $ (36.25)

SUBCONTRACTOR

NAME	Description	Amount
		$ -
		$ -
		$ -
		$ -
		$ -
		Subcontractor Total $ -

Subtotal:		$ (431.93)
Mark-up:	5%	$ (21.60)
Total:		**$ (453.53)**

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.:**	011
OWNER:	Oxnard School District 1051 S. 'A' Street Oxnard, CA 91006	**DATE:**	08/26/2025
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

- Adjust TV monitor locations per attached **ASI011 – A1.**

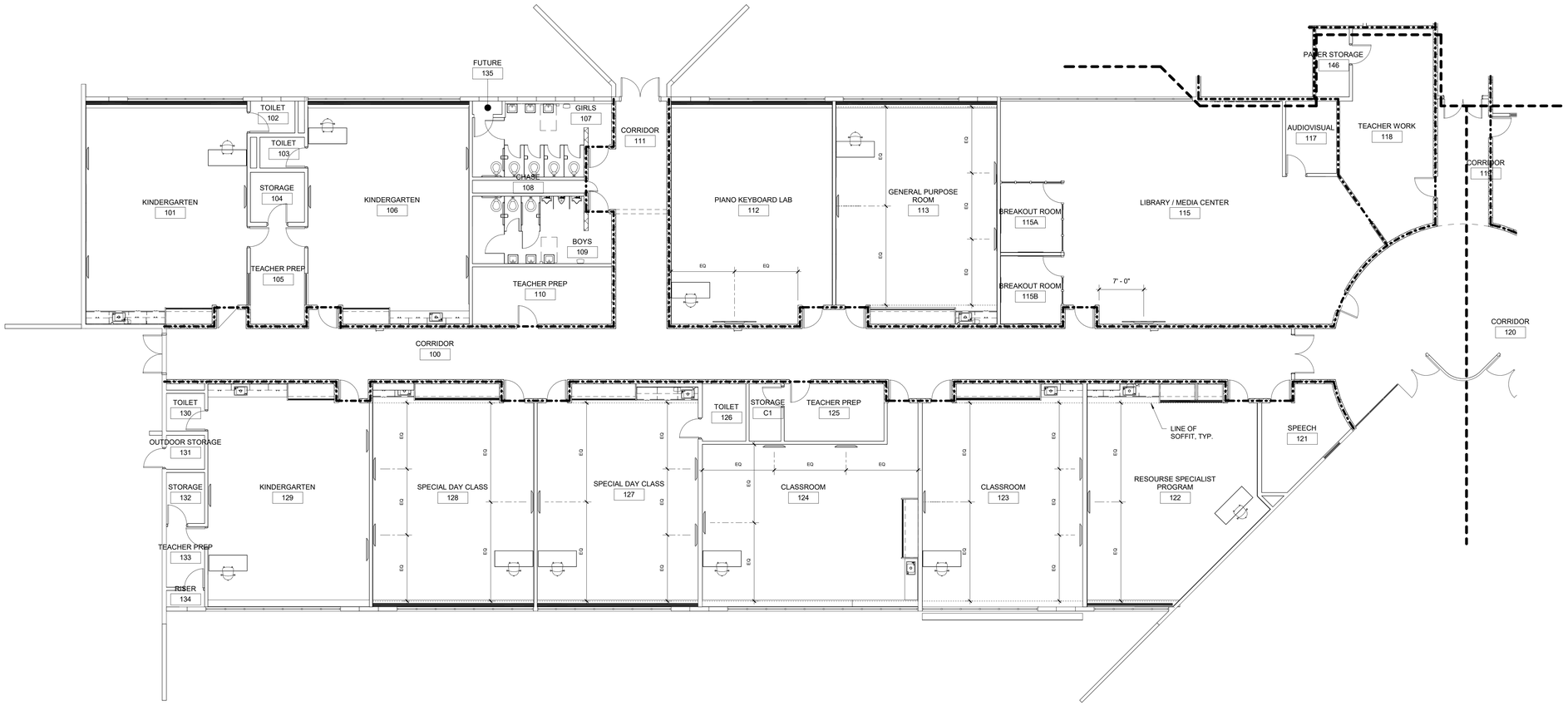
Reference Floor Plan A2302

- Adjust TV monitor locations per attached **ASI011 – A2.**

As a point of clarification, the TV monitor layout for classrooms in Phase 4 (Right Wing) were provided as part of ASI05.

Attachments: **ASI011-A1, ASI011-A2**, **OSD IT Drawings**

ISSUED: Arcadis - IBI Group	ACCEPTED:
By: Ruben Ruiz Date: 08/26/2025	By: _____ Date: _____



1 LEFT WING FLOOR PLAN - TV MONITOR LAYOUT

1/8" = 1'-0"

DSA STAMP

CLIENT

Oxnard School District

1051 South A Street
Oxnard, CA 93030

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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 TV MONITOR LOCATIONS

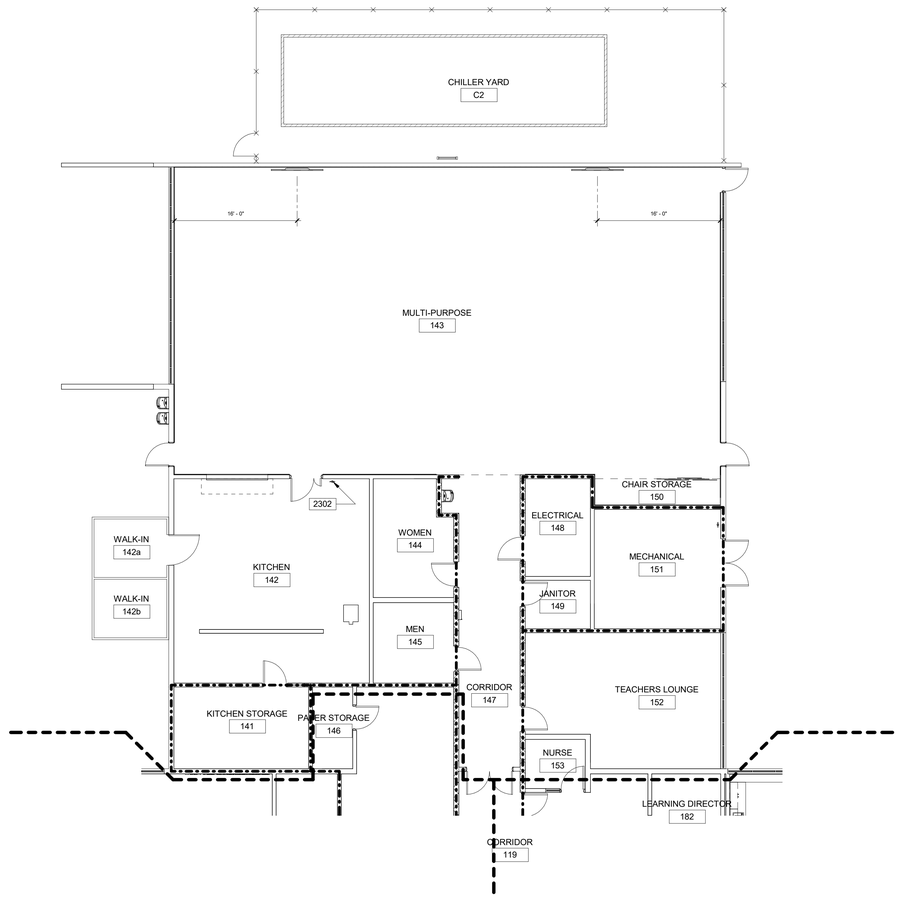
SHEET NUMBER	ISSUE
ASI011-A1	

Autodesk Docs://AUS-00123392-OSD McAuliffe ES/123392_McAuliffeES_A_V2022.rvt

SCALE CHECK 1 in 10mm

8/26/2025 8:30:35 AM

775



1 CENTER WING FLOOR PLAN - TV MONITOR LAYOUT
1/8" = 1'-0"

DSA STAMP

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

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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 - CENTER WING TV MONITOR LOCATIONS

SHEET NUMBER	ISSUE
ASI011-A2	

Autodesk Docs://AUS-00123392-OSD McAuliffeES/123392_McAuliffeES_A_V2022.rvt

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776

25' 1 1/2"

10"

Teacher's Desk:
1. Quad receptacles
2. Data (2) - CAT 6e to IDF
3. HDMI inputs (2) - (Owner Furnished, Contractor Installed)
   **3-Gang Box: 1- Duplex data insert
   2- Single HDMI decor plate**

(2)

(1) HDMI
(1) 232
(1)

Wiremold Surface Raceway Installation

(1) HDMI
(1) 232
(1)

Vault

(2)
Data: CAT 6e to IDF

(2) HDMI
HDMI Video:
HDMI OAC to AV Vault
Owner Furnished, Contractor Installed

CP
Control Panel
Owner Furnished, Contractor Installed

(1) HDMI
(1) 232
(1)

Display: (Owner Furnished, Contractor Installed)
Samsung QMC65 65" Commercial Display
VESA Mount: 400 x 400
VESA Mount Screw (Min~Max): M8, 20~22mm
Dimensions (Inches): 57.2 x 32.7 x 1.1
Weight (Lbs): 49.8

Face Plate (Behind TV): **(Owner Furnished, Contractor Installed)**
Arlington Industries 2-Gang Recessed TV Box for Power and Low Voltage
1. Duplex Receptacle
2. Port Keystone Insert Jacks **Owner Furnished, Contractor Installed (Keystone Jacks Only)**
   -Data - CAT 6e to IDF
   -HDMI - HDMI OAC to AV Vault
   -3.5mm (Serial) - To AV Vault

McAuliffe Room 127 (6)

25' 1 1/2"

10"

Teacher's Desk:
1. Quad receptacles
2. Data (2) - CAT 6e to IDF
3. HDMI inputs (2) - (Owner Furnished, Contractor Installed)
   **3-Gang Box: 1- Duplex data insert
   2- Single HDMI decor plate**

Data: CAT 6e to IDF
(2)

HDMI Video:
HDMI OAC to AV Vault
Owner Furnished, Contractor Installed
(2)

Control Panel
Owner Furnished, Contractor Installed
CP

Vault

(1) HDMI
(1) 232
(1)

Wiremold Surface Raceway Installation

(1) HDMI
(1) 232
(1)

36" 1 7/16"

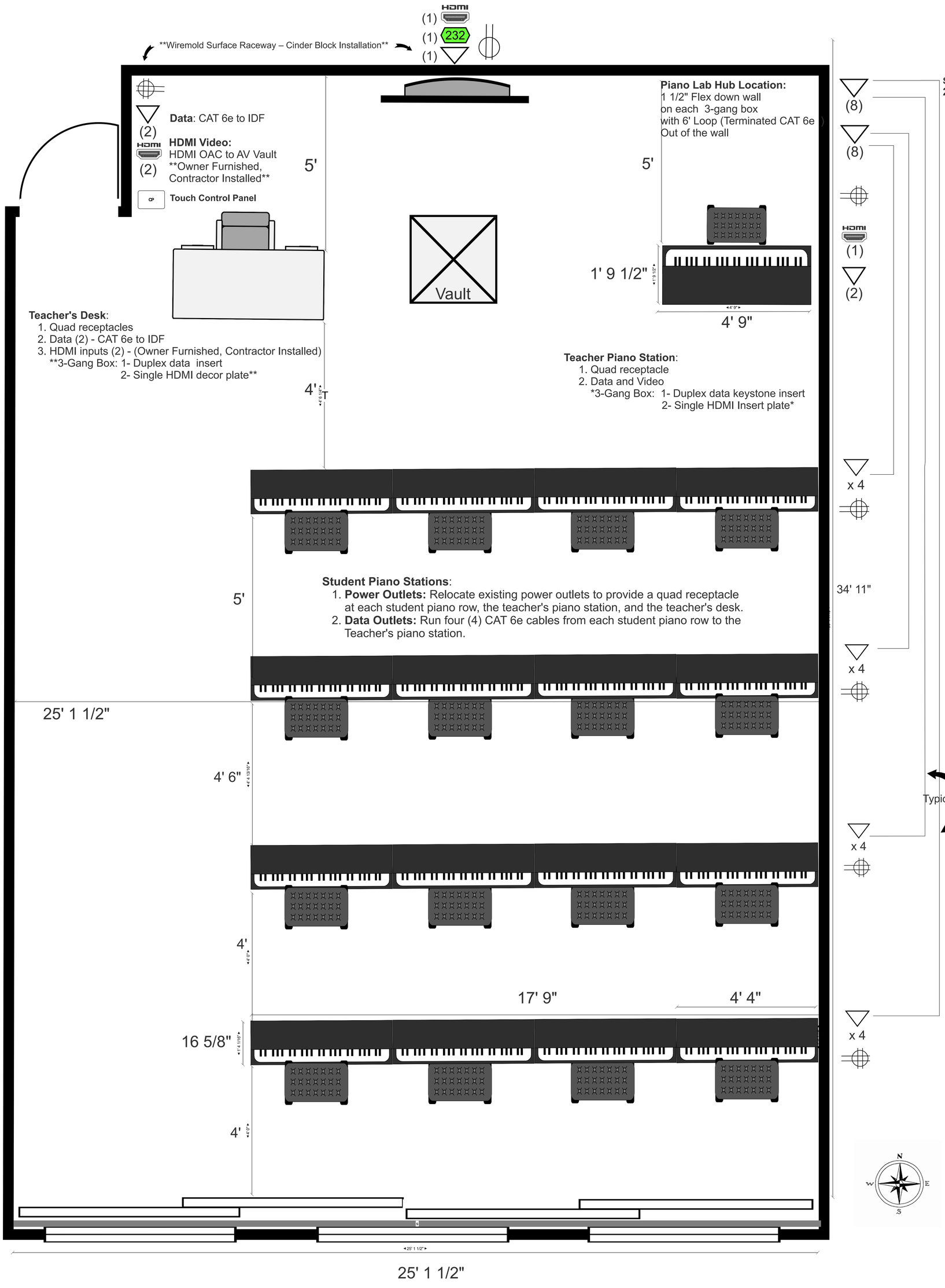
Display: (Owner Furnished, Contractor Installed)
Samsung QMC65 65" Commercial Display
VESA Mount: 400 x 400
VESA Mount Screw (Min~Max): M8, 20~22mm
Dimensions (Inches): 57.2 x 32.7 x 1.1
Weight (Lbs): 49.8

Face Plate (Behind TV): **(Owner Furnished, Contractor Installed)**
Arlington Industries 2-Gang Recessed TV Box for Power and Low Voltage
1. Duplex Receptacle
2. Port Keystone Insert Jacks **Owner Furnished, Contractor Installed (Keystone Jacks Only)**
   -Data - CAT 6e to IDF
   -HDMI - HDMI OAC to AV Vault
   -3.5mm (Serial) - To AV Vault

8 5/8"
5 11/16"
(2)

McAuliffe Room 128 (4)

Display: (Owner Furnished, Contractor Installed)
Samsung QMC85 85" Commercial Display
VESA Mount: 600 x 400
VESA Mount Screw (Min~Max): M8, 12~14mm
Dimensions (Inches): 75 x 42.7 x 1.1
Weight (Lbs): 91.3 (Promethean Board Weight: 125 lbs 75")
Mounting Height: 76" A.F.F. to the center of the mount
Face Plate (Behind TV): **(Owner Furnished, Contractor Installed)**
Arlington Industries 2-Gang Recessed TV Box for Power and Low Voltage
1. Duplex Receptacle
2. Port Keystone Insert Jacks **Owner Furnished, Contractor Installed (Keystone Jacks Only)**
-Data - CAT 6e to IDF
-HDMI - HDMI OAC to AV Vault
-3.5mm (Serial) - To AV Vault



McAuliffe's Piano Lab
Room 5

VIOLA inc 1946 CONSTRUCTORS CSL 193290 75 Years of Success

PCO #034

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 #034: Manual Roller Shades at Phase 1 & 2 Clearstory Windows

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:	034 / 0	**CONTRACT:**	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		**CREATED BY:**	Nick Shipp **(Viola Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	10/14/2025
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:	$48,263.20

POTENTIAL CHANGE ORDER TITLE: Manual Roller Shades at Phase 1 & 2 Clearstory Windows

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #056 - Manual Roller Shades at Phase 1 and 2 Clear Story Windows
The following PCO reflects the cost proposal to furnish and install manually operated roller shades at all clear story windows in Phase 1 and Phase 2 per District request.

ATTACHMENTS:
WPM Quote - McAuliffe Elementary School Modernization (PHASES 1 & 2).pdf

#	Budget Code	Description	Amount
1	1200-1224.000.Subcontract Window Shades.Subcontract	Windows Product Managment Propsosal	$43,390.77
		Subtotal:	**$43,390.77**
		LLB Fee (8.00%):	$3,471.26
		Bond & Insurance (2.99%):	$1,401.17
		Grand Total:	**$48,263.20**

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

10.14.25
SIGNATURE **DATE**

WINDOW PRODUCTS MANAGEMENT

ARJAY'S WINDOW FASHIONS

Quote

Complete Window Covering Solutions
4600 Adohr Lane, Unit D
Camarillo, CA 93012
Phone: (805) 642-2300

Date: 10/13/2025
Sidemark: McAuliffe Elementary - PHASES I & II
Section: Roller Shades - 12 24 13

Client: Viola Construction
Client Project Manager: Nick Shipp
Project Location: 3300 Via Marina Avenue, Oxnard, CA 93035

CA License #846735 / AZ License #296543
DIR # 1000014529

QTY	DESCRIPTION	AMOUNT
	SCOPE OF WORK: Provide & Install Manually Operated Roller Shades	
	PRODUCT MODEL: MechoSystems Roller Shades, M5 Commercial Bracket System	
	MATERIAL: ThermoVeil 1500 3% Open Shade Cloth, Color To Be 1519 Silver Birch	
	OPERATION: Stainless Steel Beaded Pull Chain	
	TRIM: Front L-Shaped SnapLoc Aluminum Fascia Valance, Color To Be Clear Anodized	
	QUANTITIES & LOCATIONS:	
	PHASE I	
4 Each	Classroom 166 - 4 Roller Shades	
4 Each	Classroom 167 - 4 Roller Shades	
4 Each	Classroom 168 - 4 Roller Shades	
4 Each	Classroom 171 - 4 Roller Shades	
4 Each	Classroom 174 - 4 Roller Shades	
4 Each	Classroom 175 - 4 Roller Shades	
4 Each	Classroom 197 - 4 Roller Shades	
5 Each	Classroom 198 - 5 Roller Shades	
4 Each	Classroom 1101 - 4 Roller Shades	
4 Each	Classroom 1102 - 4 Roller Shades	
	PHASE II	
3 Each	Classroom 101 - 3 Roller Shades	
4 Each	Classroom 106 - 4 Roller Shades	
4 Each	Classroom 129 - 4 Roller Shades	
	CRITICAL NOTE: Chains Will Be Installed To Wall Out of Reach As Directed By The Architect In The Diagram Below.	
		
	INSTALLATION RATES:	
	Installation amount shown below is based upon **PREVAILING WAGE RATES** during normal business hours.	
	CRITICAL PRICING NOTATION:	
	Price Valid for 120 Days From Required Bid Date. Assume 0.50% Price Escalation Each Month After 120 Day Bid Expiration.	

SUBTOTAL	$28,138.00
TAX RATE	9.25%
SALES TAX	$ 2,602.77
FREIGHT	$ 1,600.00
FIELD MEASURING & INSTALLATION	$11,050.00
TOTAL AMOUNT	**$43,390.77**

For Questions or Additional Information, Please Contact Russ Elinson at 805-642-2300

PCO #035

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 #035: Paint Girls and Boys Restrooms Phase 3

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:	035 / 0	**CONTRACT:**	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		**CREATED BY:**	Nick Shipp **(Viola Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	10/29/2025
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:	$4,616.01

POTENTIAL CHANGE ORDER TITLE: Paint Girls and Boys Restrooms Phase 3

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #064 - Paint Girls and Boys Restrooms Phase 3
The following PCO reflects the additional cost to prep and paint Girls and Boys Restrooms at Phase 3 per CFW request.

ATTACHMENTS:
McAuliffe 02 Phase 3 Restrooms.pdf

#	Budget Code	Description	Amount
1	900-991.000.Subcontract Painting.Subcontract	Vanguard CO#02	$4,150.00
		Subtotal:	**$4,150.00**
		LLB Fee (8.00%):	$332.00
		Bond & Insurance (2.99%):	$134.01
		Grand Total:	**$4,616.01**

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**

2541 Topaz Court
Oxnard, CA 93030

VANGUARD
PAINTING INC.

Phone: (805) 650-0111
Fax: (805) 650-0122

License #: 554570

October 29, 2025

Mr. Robert Lomino
Viola Constructors, Inc.
P.O. Box 5624
Oxnard, CA 93031

Job: McAuliffe ES
RE: Paint restrooms in Phase 3

Mr. Lomino:

The owner requested a price to paint the two restrooms in Phase 3.

My **add** is:

Labor = 32 MH (@ $ 110.00/MH)	$ 3,520.00
Materials = 4 gal (@ $ 65.00/gal)	$ 260.00
Mark-up = 10%	$ 370.00
Total **add**	$ 4,150.00

Thank you.

Sincerely,

Thomas Roerich

Thomas Roerich
McAuliffe 02 Phase 3 Restrooms

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: _____ 11/13/25
Melissa Reyes, Director, Purchasing — Date:

VIOLA CONSTRUCTORS:

By: _____ 09-17-2025
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

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**

VIOLA inc CONSTRUCTORS 75 Years of Success

PCO #001

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

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

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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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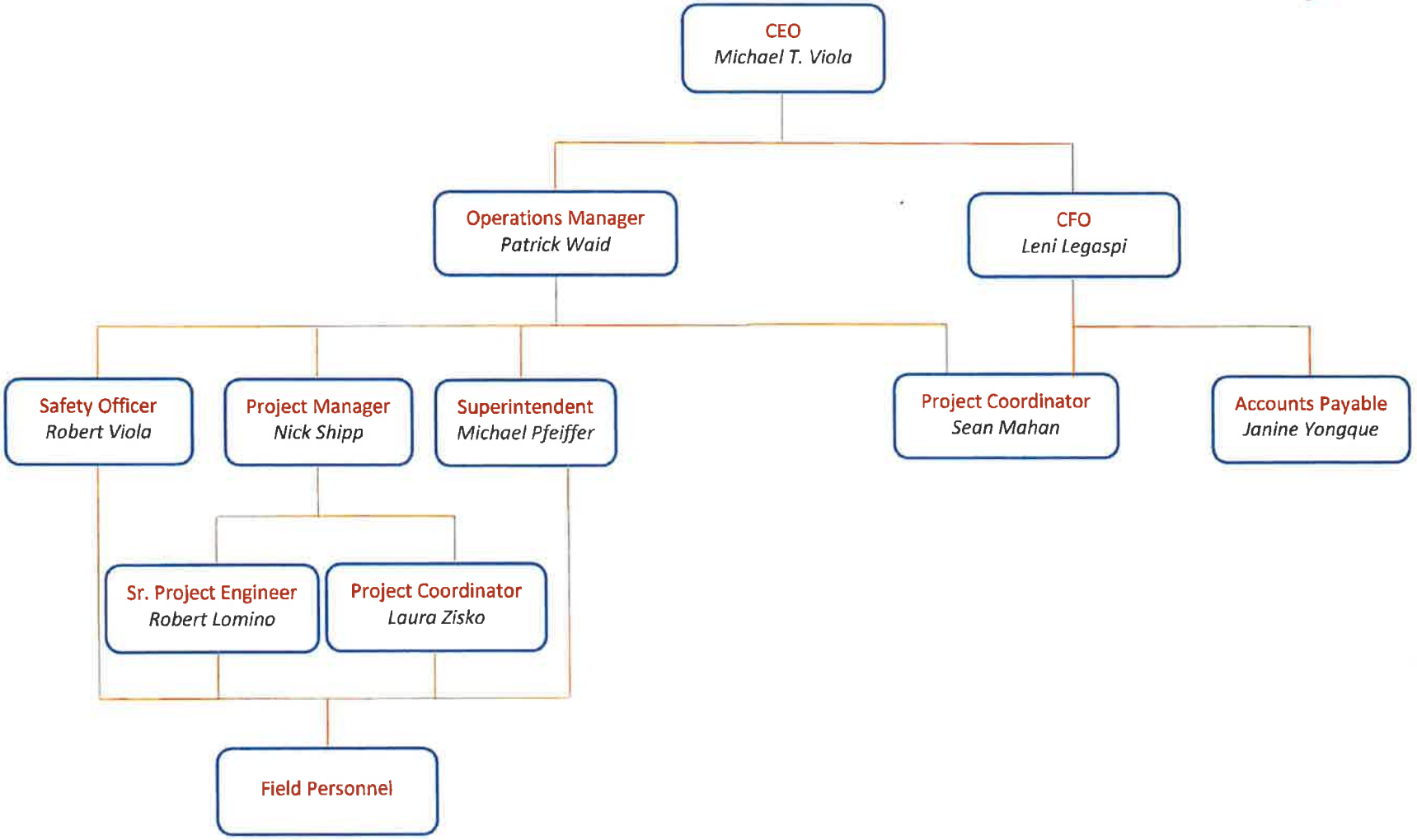

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C. Project Management Details

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.

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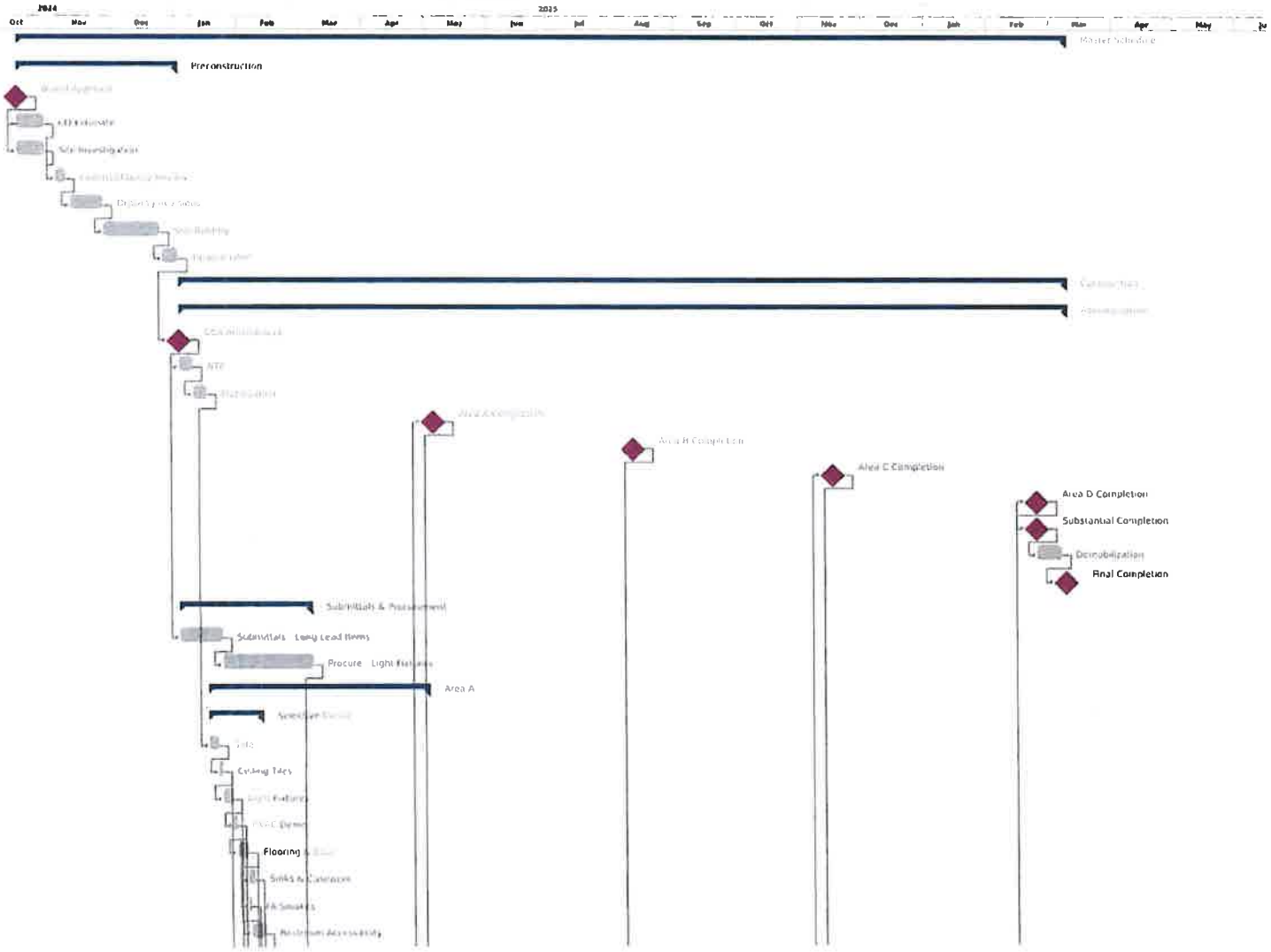
McAuliffe ES Modernization
RFP Schedule

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

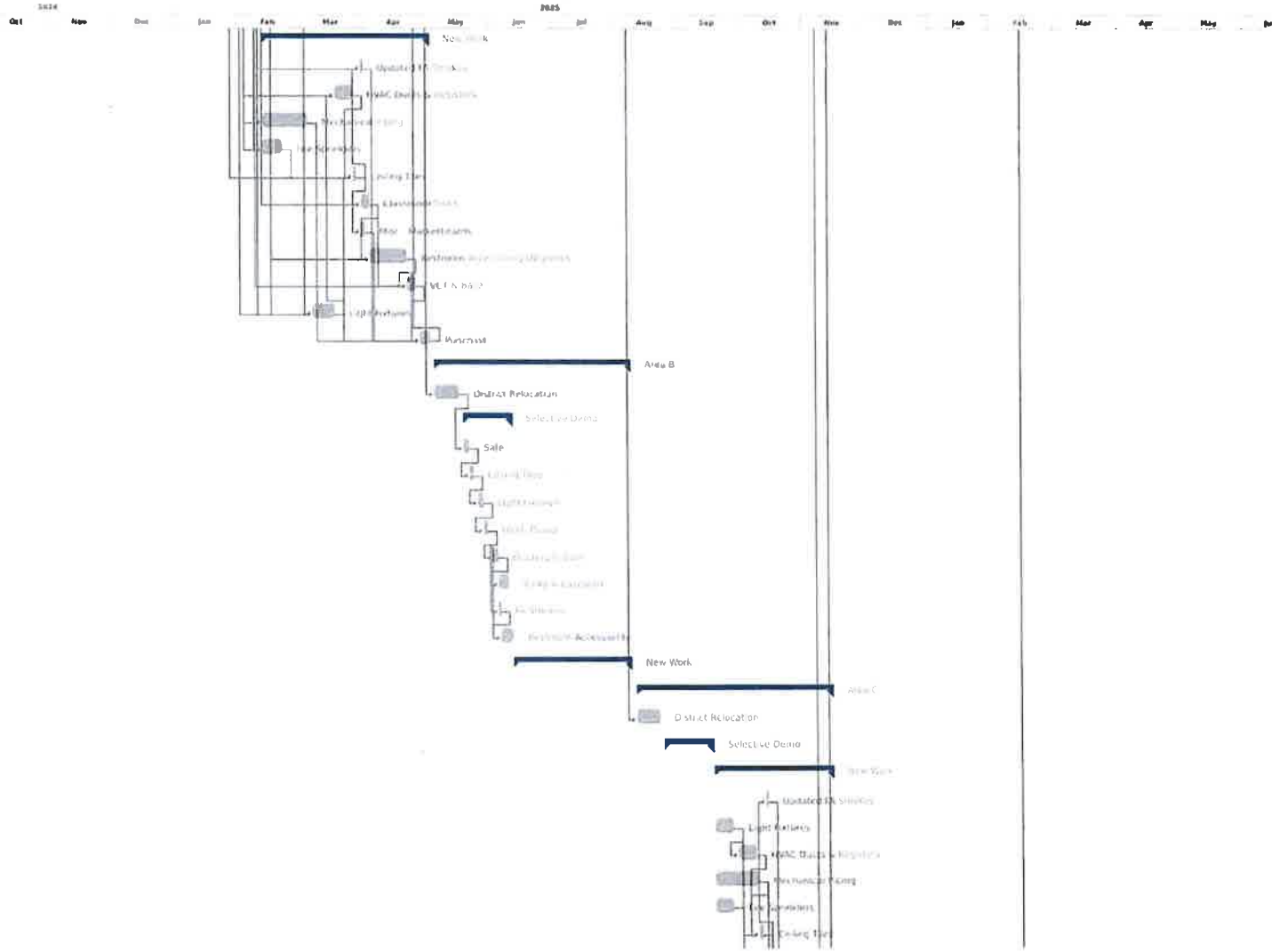
Outbuild

Printed on: 08/21/24

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

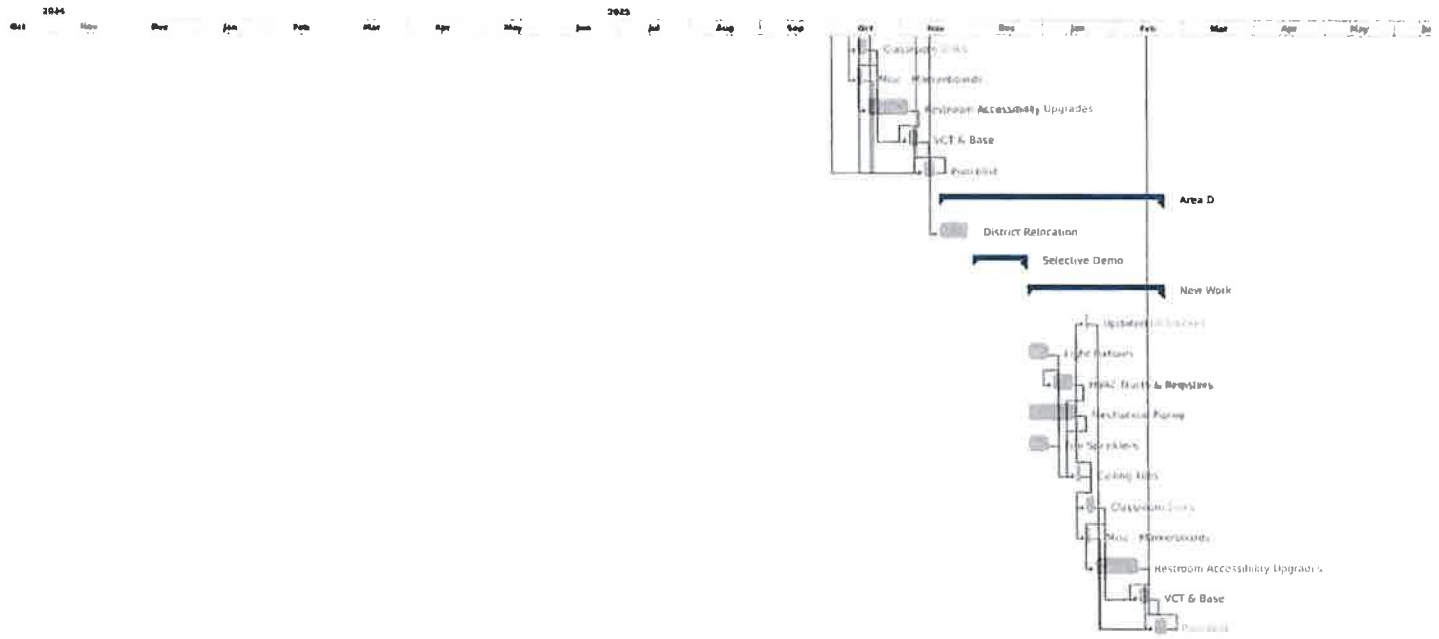
Outbuild

Printed on: 08/21/24

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



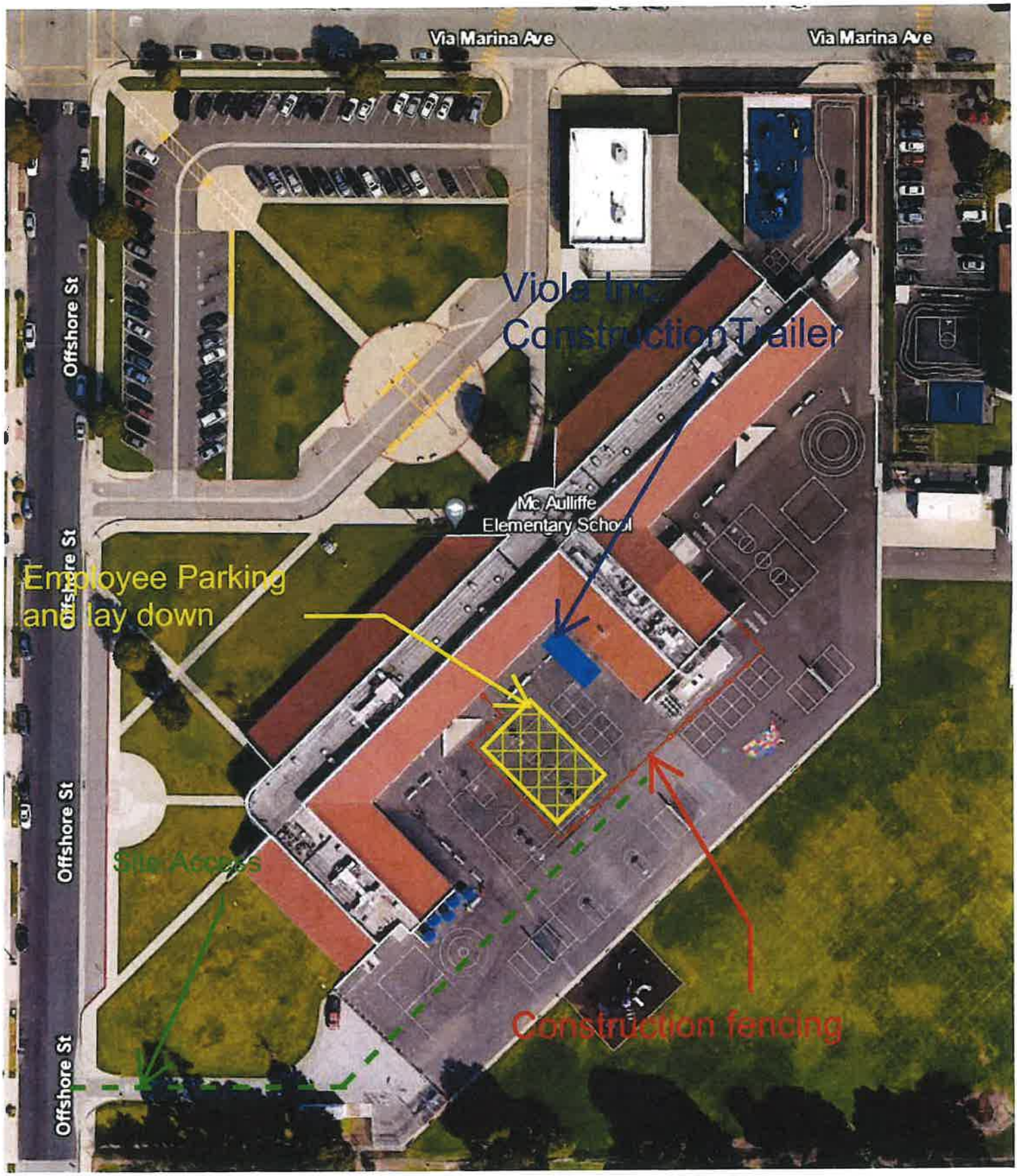
Outbuild

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	CONTACT NAME: Ariana Olvera
AssuredPartners of California Ins Services, LLC	PHONE (A/C, No, Ext): (805) 585-6120 FAX (A/C, No): (805) 585-6120
196 S. Fir Street	E-MAIL ADDRESS: ariana.olvera@assuredpartners.com
P.O. Box 1388	
Ventura CA 93002-1388	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Viola, Inc.	INSURER A : Westchester Fire Ins Co	21121
P. O. Box 5624	INSURER B : Vantapro Specialty Insurance Company	44768
Oxnard CA 93031-5624	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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:** December 17, 2025

Agenda Section: Section C: Facilities Agreement

Ratification of Change Order #1 to Agreement #25-105 – Letner Roofing Co. - Roofing Repair Project at Brekke Elementary School (Pifko/Bennett)

On June 18, 2025, the Board of Trustees approved the use of Piggyback Contracts and Cooperative Purchasing Programs for procuring goods and services during the 2025–2026 school year.

Change Order No. 1, in the amount of $41,187.86, was required to complete the roofing project at Brekke School. This change order included replacement tiles, stucco repairs, and a drain replacement.

FISCAL IMPACT:

$41,187.86 – Deferred Maintenance Funds

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees ratify Change Order #1 to Agreement #25-105 with Letner Roofing Co.

ADDITIONAL MATERIALS:

Attached: Change Order # 1 (12 Pages)
Agreement #25-105, Letner Roofing Co. (15 Pages)

CHANGE ORDER

Date: 12/17/2025 **CHANGE ORDER NO. 1**

PROJECT: **Roof Repairs at Brekke School**
O.S.D. BID No.
O.S.D. Agreement No. 25-105

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

ARCHITECT:

CONTRACTOR: Letner Roofing Company

Attn: Kevin Fleming
Project Manager
kfleming@letner.com

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.....**$1,700,000.00**

NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....**$0**

ADJUSTED CONTRACT SUM.....**$1,700,000.00**

NET CHANGE - **$41,187.86**

Total Change Orders to Date: **$41,187.86**

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 1 .....**$1,741,187.86**

Commencement Date: ..... **June 23rd, 2025**
Original Completion Date: ..... **August 15th,2025**
Original Contract Time: ..... **53 Calendar Days**
Time Extension for all Previous Change Orders: ..... **N/A**
Time Extension for this Change Order: ..... **N/A**
Adjusted Completion Date: ..... **N/A**

Percentage ……2.422815%

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Furnish 180 sq. of new tile	$30,894.75			
2.	Repair Stucco	$4,397.02			
3.	Drain Replacement	$5,896.09			
4.					
5.					
6.					
	Totals	$41,187.86			

Total Change Order No. 1 …… $ 41,187.86

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:**_____

Letner ROOFING CO.

1490 N GLASSELL STREET
ORANGE, CA 92867
Phone: 714-633-0030 Fax: 714-633-0280

CHANGE ORDER
PRICING # 9271-1

Est. 1957
Lic. No. 689961

To: OXNARD SCHOOL DISTRICT
1051 SOUTH "A" STREET,
OXNARD, CA, 93030
Phone: 805/487-3918 Fax:

JOB:
BREKKE ELEMENTARY SCHOOL

JOB NO: 9271

Owner/Arch Reference #	R230404/PO.P26-00669
Brief Description	Replace Tile
Change Order Type	CHANGE IN CONTRACT SCOPE
Submitted Date	8/20/2025
Accepted Date	
Status	PENDING
Approved CO NO	

Item No.	Description	Qty/Unit	Unit Cost	Amount
	Furnish 180sqs (18,000sf) sf of new Tile			
1	Westlake "Golden Rod" Tile	180.00 sq	$100.00	$18,000.00
	Tax		9.25 %	$1,665.00
3	Loaders - TILE	180.00 hr	$40.00	$7,200.00
	C.O. Overhead		10.00 %	$2,686.50
	C.O. Profit		5.00 %	$1,343.25

Original Contract Sum ..... $		**$1,700,000.00**
Pending Change Orders ..... $	**30,894.75**	
Approved Change Orders to Date ..... $		**0.00**
Contract Sum prior to this Change Order ..... $		**$1,700,000.00**
Contract Sum increased/(decreased) by this Change Order ..... $		**$30,894.75**
Contract Sum including this Change Order ..... $		**$1,730,894.75**

Approved by:

Signature: **Date:**

Submitted by: Ponciano David

Signature: **Date:** **08/20/2025**

Letner ROOFING CO.
1490 N GLASSELL STREET
ORANGE, CA 92867
Phone: 714-633-0030 Fax: 714-633-0280

Purchase Order

P.O. Number 9271-0009
P.O. Date 8/19/2025
Page Number 1

Job Number 9271
Job Name BREKKE ELEMENTARY SCHOOL

TO : QXO
P.O. BOX 101087
PASADENA, CA 91189-0005
Phone :
Fax :

Special Instructions

Buyer OFELIA

SHIP TO : BREKKE ELEMENTARY SCHOOL
1400 MARTIN LUTHER KING JR. DRIVE
OXNARD, CA
Phone : 805/385-1514 X 2502
Fax :

BILL TO : LETNER ROOFING CO.
1490 N. GLASSELL
ORANGE, CA 92867
Phone : 714-633-0030
Fax : 714-633-0280

Line	Item	Description	Quantity	UoM	Unit Cost
1	601G	Tribuilt Self Adhered Sand Underlayment		ROLLS	$85.00
2	1100A	Westlake - Tile (Golden Rod)	180	SQ	$100.00
3	2900C	Simplex Nails {Verify Price}		BOX	$36.75
4	2900M	Tile Nails - Galv. {Verify Price}		BOX	$36.75
5	3200F	bird stop 10'		EA	$7.85

Beacon Quote #103044 by Dylan Valentine Dated 8/31/2025

To insure prompt payment of invoices please refer to purchase order number on all shipping advices and invoices. All taxes and delivery charges must be reflected separately on invoice.

ACCEPTANCE BY SELLER :

ACCEPTED BY :

TITLE :

FOR COMPANY :

Please sign and return

BUYER : OFELIA

PER :

PER :

DATE :

Letner ROOFING CO.

1490 N GLASSELL STREET
ORANGE, CA 92867
Phone: 714-633-0030 Fax: 714-633-0280

CHANGE ORDER
PRICING # 9271-3

Est. 1957
Lic. No. 689961

To: OXNARD SCHOOL DISTRICT
1051 SOUTH "A" STREET,
OXNARD, CA, 93030
Phone: 805/487-3918 Fax:

JOB:
BREKKE ELEMENTARY SCHOOL

JOB NO: 9271

Owner/Arch Reference #	R230404/PO.P26-00669
Brief Description	Repair Stucco
Change Order Type	CHANGE IN CONTRACT SCOPE
Submitted Date	10/27/2025
Accepted Date	
Status	PENDING
Approved CO NO	

Item No	Description	Qty/Unit	Unit Cost	Amount
	Repair Stucco			
1	Sheet Metal Foreman	5.00 hr	$125.22	$626.10
2	SM Foreman OT (Time & 1/2)	8.00 hr	$173.95	$1,391.60
3	Sheet Metal Labor	5.00 hr	$112.53	$562.65
4	SM Labor OT (Time & 1/2)	8.00 hr	$153.34	$1,226.72
5	Stucco Patch	1.00 pail	$15.00	$15.00
	Tax		9.50 %	$1.43
	C.O. Overhead & Profit		15.00 %	$573.52

Original Contract Sum	$		**$1,700,000.00**
Pending Change Orders	$	**41,187.86**	
Approved Change Orders to Date	$		**0.00**
Contract Sum prior to this Change Order	$		**$1,700,000.00**
Contract Sum increased/(decreased) by this Change Order	$		**$4,397.02**
Contract Sum including this Change Order	$		**$1,704,397.02**

Approved by:

Signature: **Date:**

Submitted by: Ponciano David

Signature: **Date:** **10/27/2025**

Letner Roofing Company
1490 N. Glassell
Orange, California 92867
P: (714) 633-0030

Project: 9271 - BREKKE ELEMENTARY SCHOOL
1400 MARTIN LUTHER KING JR. DRIVE
OXNARD, California 93030

T&M Ticket #3

Performed on	Sep 3, 2025	**Reference #**	
Location	North and South	**Ordered by**	HECTOR G CORNEJO JR (Letner Roofing Co.)
Status	In Progress		
Description	Repair stucco at gutters		
Letner CO#			

Labor (2)

Classification	Time Type	Hours
Foreman Sheet Metal	Regular Time	5.00
Foreman Sheet Metal	Regular Time	5.00
	Total:	10.00

Materials (1)

Material	Description	Unit	Quantity
Stucco patch	Stucco	Gallons	1.00
		Total:	1.00

Attachments



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Approvals

COMPANY SIGNATURE	DATE	CUSTOMER SIGNATURE	DATE

Notes Patch work was performed due to use cutting out hole in stucco

Letner Roofing Company
1490 N. Glassell
Orange, California 92867
P: (714) 633-0030

Project: 9271 - BREKKE ELEMENTARY SCHOOL
1400 MARTIN LUTHER KING JR. DRIVE
OXNARD, California 93030

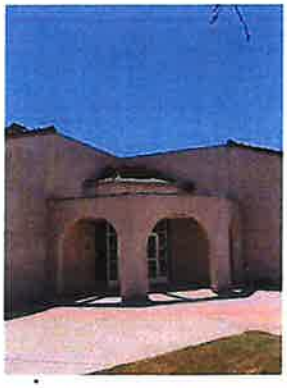
T&M Ticket #2

Performed on	Aug 30, 2025	**Reference #**	
Location	North Side	**Ordered by**	HECTOR G CORNEJO JR (Letner Roofing Co.)
Status	Ready For Review		
Description	Remove stucco to access drainage at pop outs in front of Building and install pipe at outlet , and repair stucco		
Letner CO#			

Labor (2)

Classification	Time Type	Hours
Foreman Sheet Metal	Overtime	8.00
Foreman Sheet Metal	Overtime	8.00
	Total:	16.00

Attachments



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Approvals



Sep 3, 2025

COMPANY SIGNATURE **DATE**
STEVEN M QUINONEZ
Letner Roofing Co.

CUSTOMER SIGNATURE **DATE**

Notes

CHANGE ORDER
PRICING # 9271-2

Letner ROOFING CO.

Est. 1957
Lic. No. 689961

1490 N GLASSELL STREET
ORANGE, CA 92867
Phone: 714-633-0030 Fax: 714-633-0280

To: OXNARD SCHOOL DISTRICT
1051 SOUTH "A" STREET,
OXNARD, CA, 93030
Phone: 805/487-3918 Fax:

JOB:
BREKKE ELEMENTARY SCHOOL

JOB NO: 9271

Owner/Arch Reference #	R230404/PO.P26-00669
Brief Description	Drain Replacement
Change Order Type	CHANGE IN CONTRACT SCOPE
Submitted Date	10/27/2025
Accepted Date	
Status	PENDING
Approved CO NO	

Item No	Description	Qty/Unit	Unit Cost	Amount
	Replace 2 damaged drains			
1	Labor	32.00 hr	$99.11	$3,171.52
2	TPA 45mil Perimeter Sheet - 39"x108'	1.00 rolls	$928.88	$928.88
3	TREMCO Mastic	1.00 5gal	$86.25	$86.25
4	Drain Body	2.00 ea	$363.36	$726.72
5	Rags	2.00 bag	$22.00	$44.00
	Tax		9.50 %	$169.66
	C.O. Overhead & Profit		15.00 %	$769.06

Original Contract Sum	$		$1,700,000.00
Pending Change Orders	$	36,790.84	
Approved Change Orders to Date	$		0.00
Contract Sum prior to this Change Order	$		$1,700,000.00
Contract Sum increased/(decreased) by this Change Order	$		$5,896.09
Contract Sum including this Change Order	$		$1,705,896.09

Approved by:

Signature: **Date:**

Submitted by: Ponciano David

Signature: **Date:** 10/27/2025

Letner Roofing Company
1490 N. Glassell
Orange, California 92867
P: (714) 633-0030

Project: 9271 - BREKKE ELEMENTARY SCHOOL
1400 MARTIN LUTHER KING JR. DRIVE
OXNARD, California 93030

T&M Ticket #1

Performed on	Aug 29, 2025	**Reference #**	
Location	TPA SINGLE PLY	**Ordered by**	
Status	In Progress		
Description	Drain replacement. 2 Exciting drain body we're damage		
Letner CO#			

Labor (4)

Classification	Time Type	Hours
Roofer	Regular Time	8.00
Roofer	Regular Time	8.00
Roofer	Regular Time	8.00
Roofer	Regular Time	8.00
	Total:	32.00

Materials (4)

Material	Description	Unit	Quantity
40" TPA membrane	Single ply	Rolls	1.00
Rags	Rags	lbs	2.00
Tremco water block mastic	Mastic	BOX	1.00
Drain body	Drain body 303.30	ea	2.00
		Total:	6.00

Attachments



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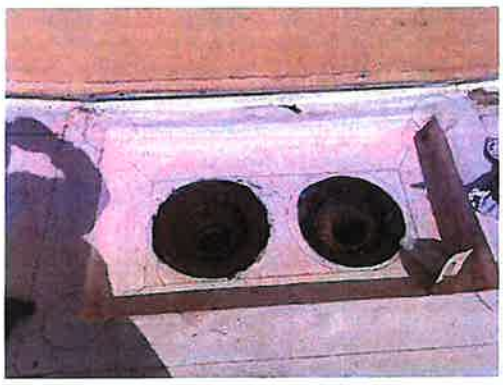

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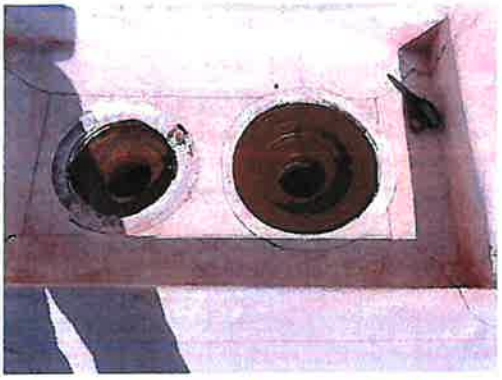

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Approvals

COMPANY SIGNATURE	DATE	CUSTOMER SIGNATURE	DATE

Notes

SERVICES AGREEMENT

R26-000942
Requisition Number

P26-000609
Purchase Order Number

25-105
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 Letner Roofing Co., (hereinafter referred to as "Provider.")

PROVIDER.

Letner Roofing Co. Provider	714-633-0030 Telephone Number
1490 N. Glassell St. Street Address	714-633-0280 Fax Number
Orange, CA 92867 City, State, Zip code	pdavid@letner.com 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 June 23, 2025, and terminate on August 15, 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	Letner Roofing Co.
District	Provider
Attn: Mark Bennett	Attn: Ponce David
1051 South A Street	1490 N. Glassell St.
Street	Street
Oxnard, CA 93030	Orange, CA 92867
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	Letner Roofing Co.
District	Provider
By: Melissa Reyes	
Signature	Signature
Melissa Reyes	Stuart Hein
Name	Name
Director, Purchasing	Corp. Sec.
Title	Title

25-105
Contract Number

STATEMENT OF WORK

DESCRIPTION OF WORK:

Brekke School Roofing Project was awarded to Letner Roofing, Co. as the lowest bidder. This project will address urgent maintenance needs caused by persistent roof leaks. The scope includes replacing the underlay to restore watertight Integrity and prevent further damage to the building's interior.

*Due to current budget constraints, Frank School Roofing Project has been postponed.

WORK SCHEDULE:

START DATE: JUNE 23, 2025
END DATE: AUGUST 15, 2025

SCHEDULE OF FEES

FEES:

Compensation for Services	$ 1,700,000.00
Actual and Necessary Travel Expenses	$ 0.00
Other Expenses	$ 0.00
Total Amount not to Exceed	$ 1,700,000.00
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 Mark Bennett at mbennett@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: Letner Roofing Co.

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.

Stuart Hein, Corp. Sec.
Name/ Title of Authorized Representative

6/30/25
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.

Stuart Hein, Corp. Sec.
Name/ Title of Authorized Representative

6/30/25
Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials:

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** December 17, 2025

Agenda Section: Section C: Consent Agenda

Annual and Five-Year Developer Fee Report (Pifko/Núñez)

Government Code 66000 et seq. requires school districts to prepare both annual and five-year reports on the collection and use of school facilities fees, often referred to as "developer fees."

This report summarizes developer fee collections, revenues, and expenditures from fiscal year 2019–2020 through fiscal year 2024–2025.

FISCAL IMPACT:
N/A

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and the Director of Fiscal Services, that the Board accept the Developer Fee Report for 2019-2020 through 2024-2025 fiscal years.

ADDITIONAL MATERIALS:

Attached: 2024-25 Annual & Five-Year School Facilities Fee Report (51 pages)

2024-25 Annual & Five Year School Facilities Fee Report

2019-2020
Through
2024-25

Board Meeting of
December 17, 2025

Prepared by:
Kristen Pifko, Assistant Superintendent of Business and Fiscal Services
& Patricia Núñez, Director of Fiscal Services

INTRODUCTION

Government Code 66000 et seq. requires school districts to prepare both annual and five-year reports on the collection and use of school facilities fees, often referred to as "developer fees." This report summarizes developer fee collections, revenues, and expenditures from fiscal year 2019-2020 through fiscal year 2024-2025.

The report also includes information on the City of Oxnard's share of site acquisition and Phase I costs for Brekke School. Payments from the City, along with developer fee collections from the surrounding area, were committed to repaying the $7,265,000 Certificates of Participation (COP) issued for the Brekke School project. As of May 2020, the Brekke School COP has been fully prepaid using developer fee funds.

Under the H.E.R.O. Project Cooperation Agreement, the District receives redevelopment agency tax revenues that are restricted for capital facility projects benefiting the project area.

In fiscal year 2013–2014, the City of Oxnard released $8,845,416 from the Seabridge Acquisition. These funds are also restricted for capital facility projects that support the District.

Additional permanent facilities will be needed to replace existing temporary structures. Developer fees will be used to support interim housing needs during construction, including portable classroom leases.

Any questions on information provided in this report should be directed to Kristen Pifko, Assistant Superintendent of Business and Fiscal Services at (805) 385-1501, ext. 2401.

DEVELOPER FEE REPORT SUMMARY
Cumulative Revenue & Expenditures July 1, 1997 through June 2025

	Fund 251
Beginning Fund Balance as of July 1, 1997	$174,002
Cumulative Receipts through June 30, 2025	$61,697,764
Total Funds Available	$61,871,766
Cumulative Expenditures through June 30, 2025	$52,413,158
Ending Fund Balance as of June 30, 2025	$9,458,607

Developer Fee Summary								
	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	**Total**
Beginning Balance	7,727,274.15	8,564,859.81	6,341,495.67	7,491,647.68	7,841,160.04	8,555,055.33	9,268,754.84	**Cumulative**
REVENUE:								
Interest	183,183.30	165,355.60	38,088.30	28,744.84	207,087.84	349,026.95	404,038.34	**4,890,024**
Developer Fees	709,891.14	585,920.72	608,255.47	147,125.58	546,384.63	324,654.84	131,700.30	**22,087,149**
Developer Fees - NCSP(Pfieler)								**8,193,683**
Developer Fees - SB50								**2,132,082**
Donations								**960**
Redevelopment Agency Taxes	476,886.62	541,569.87	655,061.70	593,936.19	679,960.83	763,649.59	882,823.10	**8,357,549**
Transfer for COP pymt/Haydock Gym								**337,371**
Development Fees-NWGSP								**1,539,600**
Mitigation Agreement- 5th & Patterson								**2,853,512**
Mitigation Agreement- Mandalay								**1,500,000**
Settlement Agreement-Seabridge 2/6/19	150,000.00							**150,000**
Miscellaneous					110.00	-	-	**9,655,833**
Total Revenue	1,519,961.06	1,292,846.19	1,301,405.47	769,806.61	1,433,543.30	1,437,331.38	1,418,561.74	**61,871,766**
EXPENSES:								
COP Debt Payment	482,429.94	3,355,994.72	-	279,999.55	575,452.08	575,306.89	969,306.06	**12,225,184**
RDA (Hero Project)								**1,629,208**
Fire/Alarm Upgrade								**628,868**
Needs Analysis/Legal	7,631.89	13,412.19	3,780.00	6,654.93				**924,456**
Refund of Developer Fees								**3,786**
CSR Expenses								**1,578,041**
Tele-Communication upgrade								**1,430,920**
iPad Deployment								**10,273,747**
P2P Preliminary Costs								**1,715,290**
Waiver Portables								**36,960**
Juan Soria School								**5,445,488**
Interim School								**3,890**
Seabridge Site	(575.00)						52,500.00	**2,483,241**
Teal Club							15,500.00	**19,500**
Curren								**1,037,971**
Driffill								**236,537**
Elm								**385,752**
Frank	57,373.00	57,373.00	57,373.00	57,373.00	57,566.00	57,180.00	89,376.00	**2,137,360**
Fremont	6,602.00	6,602.00	6,602.00	6,602.00	6,602.00	6,602.00	11,172.00	**1,124,671**
Harrington								**98,686**
Lopez	52,490.00	54,614.00	54,614.00	54,614.00	53,886.00	57,016.95	75,768.00	**1,487,895**
Chavez								**966,419**
Kamala								**352,880**
Lemonwood	39,976.25							**315,179**
Marina West								**625,318**
McAuliffe	10,650.40	10,636.80	10,636.80	10,636.80	9,750.40	11,155.44	11,136.24	**247,748**
Marshall								**1,069,290**
McKinna								**274,633**
Ramona								**18,356**
Brekke								**275,298**
Rose								**163,186**
San Miguel								**290,325**
Sierra Linda								**437,022**
Ritchen								**76,560**
Administrative Fees	25,796.73	17,577.62	18,247.66	4,413.77	16,391.53	16,370.59	3,951.00	**1,203,989**
Reinstate for Portable Costs is Bond Fund								**1,189,503**
Total Expenditures	682,375.21	3,516,210.33	151,253.46	420,294.05	719,648.01	723,631.87	1,228,709.30	**52,413,158**
Ending Balance	8,564,860.00	6,341,495.67	7,491,647.68	7,841,160.24	8,555,055.33	9,268,754.84	9,458,607.28	**9,458,607**
								-
	Doris-Patterson COP (Teal Club) - Annual Principal & Interest FY 2024-25							**581,000**
	RDA/Hero							**4,323,856**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2024-25

	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB 181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
July 2024											
RESIDENTIAL											
7/2/2024	Ayala, Laura	1448 W. Date St.	4330	203-0-143-135	369	ADU	1,014.75				
7/3/2024	Rodriguez, Graciela	1536 S. J St.	3680	203-0-161-515	599	ADU	1,647.25				
7/3/2024	Rodriguez, Graciela	1536 S. J St.	3680	203-0-161-516	500	JADU	1,375.00				
7/8/2024	Mendoza, Alejandro	113 N. F St.	3270	202-0-030-100	1,200	ADU		4,092.00			
7/8/2024	Uruenas, Francisco	1315 El Portal Way	5740	183-0-302-145	645	ADU	2,199.45				
7/8/2024	Silva, Chris	401 Hazelwood Dr.	3070	200-0-341-175	713	ADU	2,431.33				
7/17/2024	Martinez, Jose	1531 Rialto St.	5810	183-0-332-085	483	ADU	1,647.03				
7/16/2024	Vega, Pedro	553 Maple St.	2950	204-0-192-365	56	NEW	190.96				
7/22/2024	Orozco, Raul	545 Carty Drive	3250	200-0-301-220	1,608	NEW		5,483.28			
7/24/2024	Ortiz, Gerardo	1244 Camelot Way	3100	200-0-082-115	621	ADU	2,117.61				
7/31/2024	Kralovec, Angela	711 S. B St.	3410	202-0-142-160	577	ADU	1,899.37				
COMMERCIAL											
Sub Total July 2024		**$24,098.03**					**14,522.75**	**9,575.28**		**0.00**	

Fees Exempt AB181 For July	14,522.75
Fees Paid AB181 For July	9,575.28
Fees Paid SB50 For July	-
Fees Exempt AB181 To Date:	**14,522.75**
Fees Paid AB181 To Date:	**9,575.28**
Fees Paid SB50 To Date:	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2024-25

	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB 181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
August 2024											
RESIDENTIAL											
7/24/2024	Robles, Raul	131 S. H St.	4160	202-0-021-150	504	ADU	1,718.64				
7/25/2024	Mr. & Mrs. Flores	1928 San Benito St.	1955	220-0-085-215	497	ADU	1,699.77				
8/2/2024	Chavez, Jesus	324 Palm Dr.	3220	200-0-323-160	660	ADU	2,250.60				
8/5/2024	Carrillo, Maria	1500 Astoria Place	5340	181-0-084-175	566	ADU		1,930.06			
8/6/2024	California Realty Ventures, LLC	1161 W. Second St.	3270	202-0-233-355	565	ADU	1,926.65				
8/6/2024	California Realty Ventures, LLC	1162 W. Second St.	3270	202-0-233-355	565	ADU	1,926.65				
8/6/2024	California Realty Ventures, LLC	160 S. K St. Lot 14	3270	202-0-233-355	565	ADU	1,926.65				
8/6/2024	California Realty Ventures, LLC	150 S. K St. Lot 15	3270	202-0-233-355	565	ADU	1,926.65				
8/6/2024	California Realty Ventures, LLC	1130 W. First St. Lot 23	3270	202-0-233-355	565	ADU	1,926.65				
8/6/2024	California Realty Ventures, LLC	1116 W First. St. Lot 25	3270	202-0-233-355	565	ADU	1,926.65				
8/6/2024	California Realty Ventures, LLC	1120 W First. St. Lot 26	3270	202-0-233-355	565	ADU	1,926.65				
8/8/2024	Cruz, Cesar	2260 Oakhill Cir.	5150	179-0-195-185	499	ADU	502.41				
8/8/2024	Flores, Carlos	2731 W. Hemlock St.	5850	183-0-404-115	801	ADU		2,731.41			NSF check returned, City p
8/9/2024	Pulido, Alvaro	503 N. Juanita Ave	2600	201-0-034-090	632	ADU	2,155.12				
8/12/2024	Ramirez, Guillermo	211 Hill St	3600	203-0-080-230	1,200	ADU		4,092.00			
8/13/2024	Joaquin	623 Poplar St.	2960	204-0-232-195	630	ADU	1,732.50				
8/15/2024	Pano, Josephine F.	2414 El Cajon Way	5740	183-0-292-115	486	ADU	1,336.50				
8/16/2024	Gama, Liduvina	2635 S N St.	4450	205-0-192-045	418	ADU	1,149.50				
8/20/2024	Juarez, Ventura	400 N. Bonita Ave.	2611	201-0-063-0240	513	ADU	1,410.75				
8/20/2024	Fernandez, Esmeralda	1450 W. Kamla St.	4405	205-0-292-015	957	ADU		2,631.75			
COMMERCIAL											
Sub-Total August 2024		**$38,827.56**					**27,442.34**	**11,385.22**		**0.00**	

Fees Exempt AB181 For August	27,442.34
Fees Paid AB181 For August	11,385.22
Fees Paid SB50 ForAugust	-
Fees Exempt AB181 To Date:	**41,965.09**
Fees Paid AB181 To Date:	**20,960.50**
Fees Paid SB50 To Date:	-

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2024-25

		APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB 181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
Sep-24												
RESIDENTIAL												
	8/26/2024	Tejeda, Luis	1551 Morris St	2115	201-0-321-165	420	ADU	1,155.00				
	8/29/2024	Valencia, Oscar & Valencia, Amanda	3660 Tiller Dr.	6590	185-0-014-153	720	ADU	720.00				
	9/5/2024	Hernandez, Art	951 S. H St.	3540	202-0-162-007	486	ADU	1,336.50				
	9/6/2024	Cruz, Cesar	731 W. Robert Ave	3140	200-0-181-040	749	ADU	2,059.75				
	9/17/2024	Federis, Ashley	1601 Joanne Way	5320	101-0-014-105	660	ADU		1,815.00			
	9/12/2024	Juarez, Jose	2301 Jackson St.	4410	205-0-013-045	687	ADU	1,889.25				
	9/12/2024	Juarez, Jose	2301 Jackson St.	4410	205-0-013-045	240	JADU	660.00				
	9/13/2024	Sanchez, Ruben	1533 S. D St.	3635	203-0-181-040	811	NEW		2,230.25			
	9/20/2024	Montano, Miguel	1830 Claremont Dr.	5840	183-0-373-235	460	ADU	1,265.00				
	9/24/2024	Ortiz Dominguez, Froylan	1174 S. N St.	4310	203-0-011-180	626	ADU	1,721.50				
COMMERCIAL												
Sub-Total September 2024		**$13,697.25**						**9,652.00**	**4,045.25**	**0.00**	**0.00**	

Fees Exempt AB181 ForSeptembe	9,652.00
Fees Paid AB181 For September	4,045.25
Fees Paid SB50 For September	-
Fees Exempt AB181 To Date:	**51,617.09**
Fees Paid AB181 To Date:	**25,005.75**
Fees Paid SB50 To Date:	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2024-25

		APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB 181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
Oct-24												
RESIDENTIAL												
	10/01/24	Heredia, Bulmaro	1225 W. Juniper St.	4350	203-0-232-225	720	ADU	1,980.00				
	10/04/24	Chavez, Jesus	213 S. Marquita St.	2160	201-0-154-020	624	ADU	1,716.00				
	10/09/24	Zapin, Agustin	1521 N. H St.	4040	200-0-443-095	749	ADU	2,059.75				
	10/09/24	Mejia, Luis	301 N. K St.	4150	200-0-281-100	533	ADU	1,465.75				
	10/09/24	De Jesus Jauregui, Maria	1050 Novato Dr.	5680	185-0-103-015	733	ADU	2,015.75				
	10/18/24	Chavez, Javier	2710 Acacia St	2960	204-0-233-215	712	ADU	1,958.00				
	10/11/24	Vega, Pedro	147 Lupita St.	2160	201-0-151-050	748	ADU	2,057				
	10/15/24	Magallon, Margarito	146 S. H St.	3270	202-0-030-740	468	ADU	1,287				
	10/16/24	Marez, Ignacio	1625 Little Farms Rd.	5500	183-0-110-205	960	ADU		2,640.00			
	10/21/24	Villegas, Manuel	1205 W. Olive St.	4450	205-0-191-125	486	ADU	1,336.50				
	10/21/24	Villegas, Manuel	1205 W. Olive St.	4450	205-0-191-125	362	JADU	995.50				
	10/21/24	Garcia, Octavio	327 W. Elm St.	3610	203-0-132-120	424	NEW	1,166.00				
	10/21/24	Garcia, Octavio	327 W. Elm St.	3610	203-0-132-120	355	ADU	976.25				
	10/21/24	Mendoza, Rick	1150 Lookout Dr.	6620	187-0-133-125	521	ADU	1,432.75				
	10/22/24	Albanese, David	521 Hill St.	3525	203-0-062-130	1,200	ADU		3,300.00			NSF: Returned check
	10/22/24	Delgado, Pedro	1111 S. I St.	3560	203-0-031-020	489	JADU	1,345.25				
	10/23/24	Manzo, Francisco	1277 W. Cedar St.	4320	203-0-092-180	749	ADU	2,059.75				
	10/23/24	Manzo, Francisco	1277 W. Cedar St.	4320	203-0-092-180	630	NEW		1,732.50			
COMMERCIAL												
Sub Total October 2024		**$27,827.75**						**20,155.25**	**7,672.50**	**0.00**	**0.00**	

Fees Exemp AB181 For October	20,155.25
Fees Paid AB181 For October	7,672.50
Fees Paid SB50 For October	0.00
	0.00
Fees Exempt AB181 To Date:	**71,772.34**
Fees Paid AB181 To Date:	**32,678.25**
Fees Paid SB50 To Date	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2024-25

		APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB 181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
Nov-24												
RESIDENTIAL												
	10/28/24	Garcia, Benjamin	316 S. D St.	3320	202-0-083-140	424	ADU	1,166.00				
	11/12/24	Carranza, Jeanette	1356 W. Iris St.	4350	203-0-232-075	338	JADU	929.50				
	11/12/24	Carranza, Jeanette	1356 W. Iris St.	4350	203-0-232-075	748	ADU	2,057.00				
	11/12/24	Carranza, Jeanette	1356 W. Iris St.	4350	203-0-232-075	588	NEW		1,617.00			
	11/12/24	Orozco, Gustavo	475 N. McKinley Ave.	2610	201-0-031-080	400	ADU	1,100.00				
	11/13/24	Casillas, Henry	1150 W. Fir Ave.	4330	203-0-201-115	445	JADU	1,223.75				
	11/18/24	Ortiz, Rigo / Chavez, Jesus	544 E. Kamala St.	2940	204-0-191-050	748	ADU	2,057.00				
	11/18/24	Magana Josue	1221 Bluebell St.	4065	139-0-139-075	361	JADU	992.75				
	11/18/24	Magana Josue	1221 Bluebell St.	4065	139-0-139-075	563	ADU	1,548.25				
	11/18/24	Odom, Lisa	5415 Reef Way	8710	191-0-044-175	2,991	NEW		8,225.25			AUDIT
	11/19/24	Garcia, Graciela	1228 S. C Street	3515	203-0-080-310	2,400	ADU		6,600.00			AUDIT
	11/21/24	Martinez, Hector	1300 Lodgewood Way	4090	200-0-062-115	302	JADU	830.50				
COMMERCIAL												
Sub-Total November 2024		**$27,181.00**						**10,738.75**	**16,442.25**	**0.00**	**0.00**	

NECSP

Fees Exempt AB181 For Novembe	10,738.75
Fees Paid AB181 For November	16,442.25
Fees Paid SB50 For November	0.00
Fees Exempt AB181 To Date:	**82,511.09**
Fees Paid AB181 To Date:	**49,120.50**
Fees Paid SB 50 To Date	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2024-25

	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB 181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
Dec-24											
RESIDENTIAL											
12/02/24	Martin del Campo, Armando	3090 Miramar Ct	6600	187-0-141-105	565	ADU	1,553.75				
12/16/24	Oliva, Sergio	449 W Birch St	3635	203-0-112-170	483	ADU	1,328.25				
12/20/24	Esparza, Jose	104 N G. Street	3270	202-0-030-280	1,173	ADU		3,225.75			
COMMERCIAL											
Sub-Total December 2024		**$6,107.75**					**2,882.00**	**3,225.75**	**0.00**	**0.00**	

Fees Exempt AB181 For Decembe	2,882.00
Fees Paid AB181 For December	3,225.75
Fees Paid SB50 For December	-
Fifth & Patterson Paid for Decembe	$0.00
Fees Exempt AB181 To Date:	**85,393.09**
Fees Paid AB181 To Date:	**52,346.25**
Fees Paid SB50 To Date:	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2024-25

	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB 181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
Jan-25											
RESIDENTIAL											
01/02/25	Flores, Carlos	2731 W. Hemlock St.	5850	183-0-404-115	801	ADU	2,731.00				Previous NSF came back t
01/02/25	Chavez, Jesus	1026 Deodar Ave	4140	200-0-272-150	648	ADU	1,782.00				
01/02/25	Chavez, Jesus	2220 Joyce Pl.	1920	220-0-233-035	420	ADU	1,155.00				
01/02/25	Cruz, Cesar	915 Saratoga St.	5620	183-0-181-025	499	NEW	1,372.25				
01/03/25	Mendoza, Rick	651 Glenwood Dr	3070	200-0-021-025	499	JADU	1,372.25				
01/07/25	Almaguer, Santiago	2521 El Dorado Ave.	1930	220-0-043-035	417	ADU	1,146.75				
01/07/25	Garcia Clemente, Salustia	1540 W. Birch St.	5800	183-0-323-015	463	ADU	1,273.25				
01/09/25	Zavala, Aurelia	242 W. Elm St.	3610	203-0-211-215	410	NEW	1,127.50				
01/14/25	Guerrero, Daniel	674 W. Robert Ave	3140	200-0-192-020	380	ADU	1,045.00				
01/15/25	Garcia, Silverio	931 Redwood St	4420	205-0 463-365	1,116	ADU		3,069.00			
01/17/25	Ramirez, Reyna	1210 Camellia St	4065	139-0-139-035	585	NEW		1,608.75			
01/27/25	Clareen, Steven	1400 California St	2820	204-0-073-100	1,101	ADU		3,027.75			
01/29/25	Melgor Bajardo, Ma. Isabel	1344 S. G St	3640	203-0-102-265	746	ADU	2,051.50				
01/30/25	Castro, Ed	1025 S. G St	3530	202-0-163-110	632	ADU	1,738.00				
01/31/25	Lai, Tuong	231 Doris Ave	3210	200-0-244-050	749	ADU	2,059.75				
COMMERCIAL											
Sub-Total January 2025		**$23,828.75**					**16,123.25**	**7,705.50**	**0.00**	**0.00**	

Fees Exempt AB181 For January	16,123.25
Fees Paid AB181 For January	7,705.50
Fees Paid SB50 For January	-
Fifth & Patterson Paid for January	$0.00
Fees Exempt AB181 To Date:	**101,516.34**
Fees Paid AB181 To Date:	**60,051.75**
Fees Paid SB50 To Date:	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2024-25

	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB 181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
Feb-25											
RESIDENTIAL											
02/03/25	Chavez, Jesus/ Ambriz, Daniel	1212 S. D St.	3530	203-0-062-280	686	NEW		1,886.50			
02/03/25	Chavez, Jesus/ Ambriz, Daniel	1212 S. D St.	3530	203-0-062-280	657	ADU	1,806.75				
02/04/25	Solorio, Jose	2445 E. Guava St.	2920	204-0-084-040	239	NEW	657.25				
02/04/25	Solorio, Jose	2445 E. Guava St.	2920	204-0-084-040	413	ADU	1,135.75				
02/05/25	Hanrahan, Richard	2121 Peninsula Rd.	7910	188-0-044-145	2675	NEW		7,356.25			
02/06/25	Chavez, Javier	2710 Acacia St	2960	204-0-233-215	456	JADU	1,254.00				
02/11/25	Mendoza, Alma	414 E. Fir Ave	3650	204-0-112-315	608	ADU	1,672.00				
02/12/25	Hoffman, Kirk	1531 Viewpoint Dr.	7765	188-0-192-245	128	NEW	352.00				
02/12/25	Morales, Mariela	137 N. Garfield Ave	2630	201-0-123-060	680	ADU	1,870.00				
02/18/25	Torres, Olga Patricia	1434 S. F St.	3640	203-0-111-190	986	ADU		2,711.50			
02/18/25	Robles, Carmen	1840 Lookout Dr	6720	187-0-123-155	526	ADU	1,446.50				
02/24/25	Hernandez, Art	929 Roderick Ave	4130	200-0-163-045	423	ADU	1,163.25				
02/25/25	Semchenko, Alex	451 S. Lombard St.	1680	216-0-193-285	4410	COMMERCIA	2,443.14				Pre-engineered canopy co
02/25/25	Leyva, Ubaldo	213 S. Roosevelt Ave	2615	201-0-128-110	4866	NEW		13381.50			
02/27/25	Gutierrez, Domingo & Yolanda	2601 El Dorado Ave	1925	220-0-043-065	424	ADU	1,166.00				
COMMERCIAL											
Sub-Total February 2025		**$40,302.39**					**14,966.64**	**25,335.75**	**0.00**	**0.00**	

Fees Exempt AB181 For February	14,966.64
Fees Paid AB181 For February	25,335.75
Fees Paid SB50 For February	-
Fifth & Patterson Paid for February	$0.00
Fees Exempt AB181 To Date:	**116,482.98**
Fees Paid AB181 To Date:	**85,387.50**
Fees Paid SB50 To Date:	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2024-25

		APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB 181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
Mar-25												
RESIDENTIAL												
	03/03/25	Solis, Martin	1020 Outsail Ln	5635	185-0-103-285	1,200	ADU		3,300.00			
	03/06/25	Ayala, Laura/ Draw Drafting, LLC	426 E. Iris St.	2970	204-0-142-130	880	ADU	880.00				
	03/06/25	Amurai, Jamalia	508 Anita Ave	2600	201-0-034-320	1,666	ADU		3,206.50			
	03/07/25	Ledesma, Monica	473 E. Kamala St.	2980	2044-0-151-160	683	ADU	1,878.25				
	03/07/25	Sun, Alexandra	1840 Arcadia St	2920	204-0-121-205	334	ADU	918.50				
	03/19/25	Chavez, Jesus	5044 Island View St.	8765	191-0-152-035	1,152	NEW		3,168.00			
	03/19/25	Mena, Gustavo	1411 W. Juniper St	4350	203-0-232-345	460	ADU	1,265.00				
	03/21/25	Grinabum, Raz	540 W. Cedar St.	3640	203-0-316-015	627	ADU	1,724.25				
	03/25/25	Becerra, Ivan D.	1600 W. Hemlock St	5900	189-0-032-035	496	ADU	1,364.00				
	03/25/25	Tepora Management, LLC	501 Wolff St	3525	203-0-061-110	1200	ADU		3,300.00			
	03/26/25	Garvey, Michael	1030 Azalea St.	4010	139-0-136-055	403	ADU	1,108.25				
	03/26/25	Cabral, Santos	1227 S. G St	3530	203-0-043-250	748	ADU	2,057.00				
	03/26/25	Garcia, Ricardo/Garcia, Soila	103 Bottlebrush Ct.	4160	202-0-223-035	695	ADU/NEW	1,911.25				598sf ADU/ 97sf Addition
	03/31/25	Baez Hernandez, Jaime	941 Lodgewood way	4030	200-0-441-045	426	ADU	1,168.75				
COMMERCIAL												
Sub-Total March 2025		**$27,249.75**						**14,275.25**	**12,974.50**	**0.00**	**0.00**	

Fees Exempt AB181 For March	14,275.25
Fees Paid AB181 For March	12,974.50
Fees Paid SB50 For March	-
Fifth & Patterson Paid for March	$0.00
Fees Exempt AB181 To Date:	**130,758.23**
Fees Paid AB181 To Date:	**98,362.00**
Fees Paid SB50 To Date:	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2024-25

		APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB 181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
Apr-25												
RESIDENTIAL												
	04/01/25	Vega, Pedro	1641 Morris St.	2115	201-0-321-105	588	ADU	1,617.00				
	04/04/25	Barron Imelda/ Barron, Juan	309 E. Date St.	2830	204-0-091-270	431	NEW	1,185.25				
	04/09/25	Winnin, Nepat	161 N. H St.	4160	202-0-021-040	381	ADU	1,047.75				
	04/11/25	Ruiz, Jose	1431 W. Juniper St	4350	203-0-232-365	836	ADU		2,299.00			
	04/14/25	Ceja, Francisco	2811 S. N St.	4450	205-0-192-095	749	NEW		2,059.75			
	04/16/25	Chacon Aguilera, Jaime	1204 Hill St.	4300	203-0-091-160	492	ADU	1,353.00				
	04/17/25	Chavez, Jesus	1421 Astoria Pl.	5355	181-0-031-035	1,199	ADU		3,297.25			
	04/17/25	Diaz, Antonio	1240 Maria Way	2143	215-0-040-595	498	JADU	1,369.50				
	04/21/25	Gomez, Vivian	1721 Rialto St.	5810	183-0-313-115	999	ADU		2,747.25			
	04/23/25	Sachdeva, Ramesh Kumar	938 Douglas Ave.	4130	200-0-172-185	747	ADU	2,054.25				
	04/24/25	Hassani, Tony	610 Nina Dr.	2143	215-0-040-335	695	ADU	1,911.25				
	04/24/25	Martinez, Irvin	1831 Diego Way	5330	181-0-032-195	737	ADU	2,026.75				
	04/24/25	Martinez, Irvin	1831 Diego Way	5330	181-0-032-195	420	JADU	1,155.00				
	04/28/25	Soto, Onesimo	2064 Patricia St.	5230	179-0-086-155	286	NEW	786.50				
COMMERCIAL												
Sub-Total April 2025		**$24,909.50**						**14,506.25**	**10,403.25**	**0.00**	**0.00**	

Fees Exempt AB181 For April	14,506.25
Fees Paid AB181 For April	10,403.25
Fees Paid SB50 For April	-
Fifth & Patterson Paid for May	0.00
Fees Exempt AB181 To Date:	**145,264.48**
Fees Paid AB181 To Date:	**108,765.25**
Fees Paid SB50 To Date:	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2024-25

		APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB 181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
May-25												
RESIDENTIAL												
	05/08/25	Acevedo, Ramon	900 Stern Ln.	5670		446	ADU	1,226.50				
	05/09/25	Darma, Ron	1901 Carmen Way	5750	179-0174-345	397	ADU	1,091.75				
	05/12/25	Perez, Jose Juan	226 N. Mckinley Ave	2611		456	ADU	1,254.00				
	05/12/25	Cobian, Jose	2720 Acacia St	2960	204-0-233-205	360	ADU	990.00				
	05/16/25	Diaz, Antonio	1240 Maria Way	2143	215-0-040-595	828	NEW		2,277.00			
	05/22/25	Cortes, Juan Carlos	119 N. B St	3230	202-0-051-070	253	NEW	695.75				
	05/22/25	Phillip, Walt	950 County Square Dr. #116	8735	191-0-081-365	4,145	NEW		11,398.75			
	05/27/25	Ruiz, Gabriel	1721 Gallatin Pl.	5350		548	ADU	1,507.00				
	05/28/25	Garcia, Jose	141 Navarro St	2155	201-0-155-045	431	NEW	1,185.25				
	05/28/25	Garcia, Jose	141 Navarro St	2155	201-0-155-045	1,001	ADU		2,752.75			
COMMERCIAL												
							New		0.00			
Sub-Total May 2025		**$24,378.75**						**7,950.25**	**16,428.50**	**0.00**	**0.00**	

Fees Exempt AB181 For May	7,950.25
Fees Paid AB181 For May	16,428.50
Fees Paid SB50 For May	0
Fifth & Patterson Paid for May	0
Fees Exempt AB181 To Date:	**153,214.73**
Fees Paid AB181 To Date:	**125,193.75**
Fees Paid SB50 To Date:	**-**
Fifth & Patterson Paid To Date	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2024-25

	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB 181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
Jun-25											
RESIDENTIAL											
06/02/25	Mendoza, Marisol	414 N. Bonita Ave	2611	201-0-063-260	720	ADU	1,980.00				
06/04/25	Mares, Margarita	3060 Taffrail Ln.	6510	185-0-033-295	452	ADU	1243				
06/04/25	Juarez, Ventura	239 Lupita St.	2160	201-0-152-052	727	ADU	1999.25				
06/04/25	Juarez, Ventura	226 N. Hayes. Ave	2642	201-0-053-200	443	ADU	1218.25				
06/09/25	Osumi, Maria Rosario	215 E. Cedar St	2830	204-0-074-390	1,166	ADU		3,206.55			
06/10/25	Tejada, Luis	6620 Glade Ave	2115	201-0-313-115	432	ADU	1,188.00				
06/11/25	McNaughten, Stephen	3640 Leeward Way	6640	187-0-036-065	465	ADU	1,278.75				
06/11/25	Cruz, Cesar	1425 W. Cedar St	4320	203-0-141-030	525	ADU	1,443.75				
06/12/25	Mendez, Joel	1301 Lakehurst St.	4040	200-0-405-085	497	JADU	1,366.75				
06/12/25	Mendez, Joel	1301 Lakehurst St.	4040	200-0-405-085	620	ADU	1,705.00				
06/18/25	Mendoza, Marisol	474 N. Bonita Ave.	2610	201-0-033-170	633	ADU	1,740.75				
06/18/25	Nunez	305 Deodar Ave	3210	200-0-321-070	744	ADU	2,046.00				
06/20/25	Delgado, Martin	924 Rialto St	5620	183-0-183-205	319	NEW	877.25				
06/24/25	Juarez, Melesio	1111 Rivas Ln.	5700	186-0-101-025	1,200	ADU		3,300.00			
06/24/25	Juarez, Melesio	1111 Rivas Ln.	5700	186-0-101-025	425	ADU	1,168.75				
06/30/25	G&R Hammer Construction	3409 Glen Abbey Ln	6100	179-0-283-095	250	ADU	687.50				
06/30/25	Fuerte, Ana Maria	1841 Oneill Pl	1970	220-0-104-235	632	ADU	1,738.00				
COMMERCIAL											
						New		0.00			
Sub-Total June 2025		**$28,187.55**					**21,681.00**	**6,506.55**	**0.00**	**0.00**	

Fees Exempt AB181 For June	**21,681.00**	
Fees Paid AB181 For June	**6,506.55**	
Fees Paid SB50 For June	**-**	
Fifth & Patterson Paid for June	**-**	
Grand Totals		
Fees Exempt AB181 To Date:	**174,895.73**	
Fees Paid AB181 To Date:	**131,700.30**	**Commercial Fees (included)**
Fees Paid SB50 To Date:	**-**	**Residential Fees (included)**
Fifth & Patterson Paid To Date	**-**	
Grand Total All	**$ 306,596.03**	

REFUNDS/SETTLEMENTS/OTHER (MISC.)

Total Misc. **-**

2024-2025 ADJUSTED TOTAL RECEIVED **$ 131,700.30**

3% Admin. Fee (GJ in June) **$ 3,951.01**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2023-24

	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB 181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
Jul-23											
RESIDENTIAL											
	Parga, Jaime	1146 S. G Street	3530	203-0-050-180	731	ADU	2,309.96				
	Juarez, Luis Enrique	1624 E Second Street	2115	201-0-324-075	830	ADU	2,622.80				
	Aguilar, Maria	325 E Cedar Street	2830	204-0-074-290	981	ADU		3,099.96			Refund: Double playment
	Garcia, Silverio	931 Redwood Street	4420	205-0-463-365	734	ADU	2,319.44				
	Guerrero, Juan Carlos	129 N I Street	4160	202-0-022-080	749	ADU	2,366.84				
	Parga, Jaime	1146 S. G Street	3530	203-0-050-180	396	ADU	1,251.36				
	Lopez, Laura	1171 W Fir Ave	4330	203-0-150-275	505	ADU	1,595.80				
	Cobian, Miguel	111 Ash St	2820	204-0-071-240	1,170	ADU		3,697.20			
	Verdian, Abel/ Teamwork Remodeling Group	1306 W Hemlock St	4350	203-0-231-125	813	ADU		2,569.08			
COMMERCIAL											
Sub Total July 2023	**$21,832.44**						**12,466.20**	**9,366.24**		**0.00**	

Fees Exempt AB181 For July	12,466.20
Fees Paid AB181 For July	9,366.24
Fees Paid SB50 For July	-
Fees Exempt AB181 To Date:	**12,466.20**
Fees Paid AB181 To Date:	**9,366.24**
Fees Paid SB50 To Date:	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2023-24

Aug-23

RESIDENTIAL

Farias, Erik	2922 Naples Dr	6505	185-0-205-285	635	ADU	2,006.60	
Cristobal, Edward	22 Carriage Sq	3000	200-0-333-145	735	ADU	2,322.60	
Cruz, Ovidio	205 N H St	4150	200-0-284-130	746	ADU	2,357.36	
Peraza, Freddy	222 San Marino St	2980	204-0-133-180	1092	ADU	3,450.72	
Chavez, Jesus	633 W Fir Ave	3650	203-0-315-105	999	ADU		3,156.84
Chavez, Jesus	2120 Pamela St	5220	179-0-087-025	744	ADU	2,351.04	
Utreras, Robert	1238 S K ST	4300	203-0-032-100	749	ADU	2,366.84	
Hernandez, Art	321 Douglas Ave	3200	200-0-243-090	360	ADU	1,137.60	
Alvarado Zuniga, Bernabe	1700 Elsinore Cir	5850	183-0-383-065	1078	ADU	3,406.48	
Morales, Mariela	227 N Juanita Ave	2605	201-0-064-260	576	ADU	1,820.16	
Vega, Pedro	1720 Valley Park Dr	3620	203-0-221-090	749	ADU	2,366.84	
Iribo Perez, Jose	1521 Piedmont St	5800	183-0-324-075	720	ADU	2,275.20	
Castro, Edward	342 W Elm St	3610	179-0-087-025	499	ADU	1,576.84	
Madrigal, Teresa	926 King St	3520	202-0-165-027	600	ADU	1,896.00	
Hermann, Marc	4201 W Hemlock St	7920	188-0-120-100	5,000	NEW		15,800.00
Sandoval, Rosa	414 W Iris ST	3660	203-0-273-130	260	ADU	821.60	
Motta, Ronnie	1313 W Cedar St	4320	203-0-092-220	474	ADU	1,497.84	
Ochoa, Rosie	3530 Keel Ave	6630	187-0-027-075	400	ADU	1,264.00	
Montoya, Oliverio	625 Maple St	2950	204-0-192-325	476	ADU	1,504.16	
Lopez, Hugo	664 Maple St	2950	204-0-193-145	1,116	ADU	3,526.56	
Vasquez, Ruben	205 Lupita St	2160	201-0-152-010	454	ADU	1,434.64	
Montes, Mario	911 S H St	3540	202-0-162-020	749	ADU	2,366.84	
Garcia, Pedro	524 North H St	4140	200-0-262-255	500	ADU	1,580.00	

COMMERCIAL

Sub-Total August 2023	**$62,286.76**					**43,329.92**	**18,956.84**	**0.00**

Fees Exempt AB181 For August	43,329.92
Fees Paid AB181 For August	18,956.84
Fees Paid SB50 ForAugust	-
Fees Exempt AB181 To Date:	**55,796.12**
Fees Paid AB181 To Date:	**28,323.08**
Fees Paid SB50 To Date:	-

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2023-24

Sep-23

RESIDENTIAL

	Castro, Hector J.	625 Valentina Dr	2100	183-0-411-195	620	ADU	1,959.20			
	Velasco, Gloria	2329 Montrose St	2980	204-0-133-120	904	ADU		2,856.64		
	Avanessian, Armen	2130 Peninsula Rd	7910	188-0-044-085	126	NEW	398.16			
	Brooks, Dillon	1274 South H St	3560	202-0-043-110	530	ADU	1,674.80			
	Rodriguez, Christopher	5241 Seabreeze Way	8720	191-0-064-375	3,174	NEW		10,029.84		
	Salazar, Victoria	1145 Rigging Pl	4230	202-0-265-135	504	ADU	1,592.64			
	Mendoza, Jesus	604 Maple St	2950	204-0-193-085	499	ADU	1,576.84			
	Casa Aliento, LP / Bradshaw, Reid	1245 N Oxnard Blvd	3000	200-0-082-220	20,300	Remodel		62,073.48		
	Allen, Darlene	1433 South J St	4320	203-0-092-040	1,264	ADU		3,994.24		
	Sanchez, Ernesto	920 North H St	3130	200-0-183-125	440	ADU	1,390.40			
	Gonzalez, Aurelio	604 E Olive St	2960	204-0232-085	998	ADU		3,153.68		
	Marron, Andres	1235 Roderick Ave	4130	200-0-163-215	861	ADU		2,720.76		

COMMERCIAL

	Casa Aliento, LP / Bradshaw, Reid	1245 N Oxnard Blvd	3000	200-0-082-220	159	NEW	16.38			
Sub-Total September 2023	**$93,437.06**						**8,608.42**	**84,828.64**	**0.00**	**0.00**

Fees Exempt AB181 ForSeptembe	8,608.42
Fees Paid AB181 For September	84,828.64
Fees Paid SB50 For September	-
Fees Exempt AB181 To Date:	**64,404.54**
Fees Paid AB181 To Date:	**113,151.72**
Fees Paid SB50 To Date:	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2023-24

Oct-23

RESIDENTIAL

Mendez, Armando	1708 South E St	3650	203-0-316-285	657	ADU	2,076.12		
Magallon, Rosaysela	443 Eastwood Dr	3120	200-0-142-185	527	ADU	1,665.32		
Parga, Jaime	429 N McKinley Ave	2611	2010-0-0161-010	528	ADU	1,668.48		
Angel, Magaly	2011 San Luis St	1635	216-0-131-035	478	ADU	1,510.48		
Hernandez, Art	1295 W Birch St	4320	203-0-091-400	496	NEW	1,567.36		
De Santiago, Max	1321 South Ventura Rd	5800	204-0-151-140	1,200	ADU		3,792.00	
Chavez, Jesus	1344 Palm Dr	4150	200-0-265-070	1,022	ADU		3,229.52	
Garcia Mancini, Leonor	1531 Offshore St	6630	187-0153-405	1,145	ADU	3,618.20		
Rubio, Mayra	115 E Date St	2830	204-0-081-160	686	ADU	2,167.76		
Magana, Rosaelia	1805 Valley Park Drive	3620	203-0-212-010	1,196	ADU		3,779.36	
Magana, Rosaelia	1805 Valley Park Drive	3620	203-0-212-010	559	NEW		1,766.44	
Fernandez, Jose L	1825 Ferrara Way	1680	216-0-174-275	460	ADU	1,453.60		
Parga, Jaime	1441 Ambrose Ave	5850	183-0-391-045	491	ADU	1,551.56		
JBGR Investments	301 McKinley Ave	2611	201-0-061-110	1,770	NEW		5,593.20	
Carpetan, John / JNC Management, Inc.	4981 & 4983 Dunes Cir	7660	196-0-023-165	5,540	NEW		17,506.40	
Alford, Robert	4031 Nice Court	7910	188-0-036-035	3,180	NEW		10,048.80	

COMMERCIAL

Sub Total October 2023	**$62,994.60**					**17,278.88**	**45,715.72**	**0.00**	**0.00**

Fees Exemp AB181 For October	17,278.88
Fees Paid AB181 For October	45,715.72
Fees Paid SB50 For October	0.00
	0.00
Fees Exempt AB181 To Date:	**81,683.42**
Fees Paid AB181 To Date:	**158,867.44**
Fees Paid SB50 To Date	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2023-24

Nov-23

RESIDENTIAL

	Coronado, Josephine	906 Elm CT	3680	203-0-161-165	441	ADU	1,393.56		
	Magallon, Rosaysela	443 Eastwood Drive	3120	200-0-142-185	527	ADU	1,665.32		
	Coleman, Diane	1333 South N St	4320	203-0-141-150	360	ADU	1,137.60		
	Hernandez, Art	254 E Date St	2830	201-0-114-020	749	ADU	2,366.84		
	Lopez, Arcemio	2004 Falkner Pl	1935	220-0-173-025	443	ADU	1,399.88		
	Vega, Pedro	2026 South K St	4350	203-0-243-115	360	ADU	1,137.60		
	Vega, Pedro	2720 Tulare Pl	1930	220-0-043-155	433	ADU	1,368.28		
	Viesca, Rose	1600 Lookout Dr	6720	187-0-123-015	825	ADU		2,607.00	
	Cuevas, Antonio	427 N McKinley Ave	2611	201-0-061-020	499	ADU	1,576.84		

COMMERCIAL

Sub-Total November 2023	**$14,652.92**						**12,045.92**	**2,607.00**	**0.00**	**0.00**

NECSP

Fees Exempt AB181 For Novembe	12,045.92
Fees Paid AB181 For November	2,607.00
Fees Paid SB50 For November	0.00
Fees Exempt AB181 To Date:	**93,729.34**
Fees Paid AB181 To Date:	**161,474.44**
Fees Paid SB 50 To Date	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2023-24

Dec-23

RESIDENTIAL

	Monzon, Jaime	2625 S N St	4450	205-0-192-035	749	ADU	2,366.84		
	Ayala, Eduardo	304 W Birch St	3610	203-0-131-070	1,130	ADU	3,570.80		
	Leonard, Sean	5360 Reef Way	8710	191-0-034-015	241	ADU	761.56		
	Adams Gaxiola, Ebony	1000 Camelot Way	3100	200-0-092-182	462	NEW	1,459.92		
	Wedemeyer, Alan	2110 Patricia St	5320	179-0-085-095	462	ADU	1,459.92		
	Carpentier, John	5231 Neptune Square	7610	191-0-095-025	6,893	NEW		21,781.88	

COMMERCIAL

Sub-Total December 2023	**$31,400.92**						**9,619.04**	**21,781.88**	**0.00**	**0.00**

Fees Exempt AB181 For Decembe	9,619.04
Fees Paid AB181 For December	21,781.88
Fees Paid SB50 For December	-
Fifth & Patterson Paid for Decembe	$0.00
Fees Exempt AB181 To Date:	**103,348.38**
Fees Paid AB181 To Date:	**183,256.32**
Fees Paid SB50 To Date:	**-**

JANUARY 2024~

RESIDENTIAL

	Alvarado, Minerva	1166 S Ventura Rd	4310	203-0-012-190	749	ADU	2,368.04		
	Trujillo, Walter	1630 N M St	4090	200-0-061-175	597	ADU	1,886.52		
	Herrera, Jaime	111 S Grant Ave	2630	201-0-114-020	630	ADU	1,990.80		
	Ford, Tony	435 W First St	3270	202-0-045-120	999	ADU	3,156.84		
	Minchaca, Emilia	1142 S N St	4310	203-0-011-225	1,119	ADU	3,536.04		
	Martinez, Jose Manuel	1050 Camelot Way	3100	200-0-092-012	445	ADU	1,406.20		
	Crown, Robert	5201 Sealane Way	8745	191-0-094-095	87	NEW	274.92		
	Martinez, Antonio	405 E Laurel St	2980	204-0-152-230	526	ADU	1,662.16		
	Pulido, Marco / Moreno Lane LLC	371 E Guava St	2920	204-0-112-220	1,044	ADU		3,299.04	

COMMERCIAL

Sub-Total January 2024	**$19,580.56**						**16,281.52**	**3,299.04**	**0.00**	**0.00**

Fees Exempt AB181 For January	16,281.52
Fees Paid AB181 For January	3,299.04
Fees Paid SB50 For January	-
Fifth & Patterson Paid for January	$0.00
Fees Exempt AB181 To Date:	**119,629.90**
Fees Paid AB181 To Date:	**186,555.36**
Fees Paid SB50 To Date:	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2023-24

Feb-24

RESIDENTIAL

	Morales, Mariela	154 S Juanita Ave	2160	201-0-151-090	814	ADU	2,572.24		
	Bustamante, Eugenio	1721 Valley Park Dr	3620	203-0-211-030	841	ADU	2,657.56		
	Gutierrez, Isidro	2720 Tulare Pl	2720	220-0-043-155	433	ADU	1,368.28		
	Leyva, Lorena	523 Devonshire Dr	3130	200-0-143-260	844	ADU	2,667.04		
	Juarez, Roberto	1301 Kingswood Way	4090	200-0-062-125	1003	ADU	3,169.48		
	Motta, Ronnie	1313 W Cedar St	4320	203-0-092-220	748	ADU	2,363.68		
	Languren, Jesus	1004 Jurymast Dr	4230	202-0-264-155	916	ADU		2,894.56	
	Hernandez, Art	1114 Beverly Dr	4150	200-0-282-030	744	ADU	2,351.04		

COMMERCIAL

Sub-Total February 2024	**$20,043.88**						**17,149.32**	**2,894.56**	**0.00**	**0.00**

Fees Exempt AB181 For February	17,149.32
Fees Paid AB181 For February	2,894.56
Fees Paid SB50 For February	-
Fifth & Patterson Paid for February	$0.00
Fees Exempt AB181 To Date:	**136,779.22**
Fees Paid AB181 To Date:	**189,449.92**
Fees Paid SB50 To Date:	**-**

Mar-24

RESIDENTIAL

	Castellon, Alfonso	2321 South H St	4410	205-0-011-065	445	ADU	1,406.20		
	Castro, Edward	926 S F St	3520	202-0-166-270	375	ADU	1,185.00		
	Castro, Edward	1810 Macarthur Pl	1965	220-0-105-035	705	ADU	2,227.80		
	Gentry, Clark	1510 Elsinore St	5850	183-0-394-085	742	ADU	2,344.72		
	Baez, Juan	1202 Resplandor Way	2000	215-0-276-105	621	ADU	1,962.36		
	Andrade, Veronica	104 S I Street	4160	202-0-021-270	700	ADU	2,212.00		
	Encanto Homes, LLC	1101 W 2nd St	5500	202-0-233-355	10,705	NEW		33,827.80	
	Mota, Sergio	927 S H St	3540	202-0-162-040	313	NEW	989.08		
	Candelario, Ernie	2148 Ironbark Dr	4005	139-0-242-105	462	NEW	1459.92		
	Buckley, John	5123 Terramar Way	8740	191-0-102-345	373	NEW	1178.68		
	Milestone Design & Development	1215 W Guava St	4340	203-0-201-275	556	ADU	1756.96		
	Martinez, Esmeralda	112 E Ash St	2820	204-0-072-020	465	NEW	1469.4		
	Tanghal, Rick	767 Douglas Ave	3240	200-0-184-065	777	ADU		2,456.46	
	Levin, Igor	5101 Seabreeze Way	8720	191-0-064-205	3,824	NEW		12,083.84	
	Chavez, Jesus	340 E Cedar St	2830	204-0-091-060	648	ADU	2047.68		
	Solano Burgoa, Isai	1035 Camelot Way	3100	200-0-091-155	835	ADU		2,638.60	
	Garcia, Jose	434 Magnolia Ave	3270	202-0-045-020	350	ADU	1106		

COMMERCIAL

	Oxnard Buddhist Temple	206 South H Street	3340	202-0-061-100	2,222	NEW	451.07		

Sub-Total March 2024	**$72,803.57**						**21,796.87**	**51,006.70**	**0.00**	**0.00**

Fees Exempt AB181 For March	21,796.87
Fees Paid AB181 For March	51,006.70
Fees Paid SB50 For March	-
Fifth & Patterson Paid for March	$0.00
Fees Exempt AB181 To Date:	**158,576.08**
Fees Paid AB181 To Date:	**240,456.62**
Fees Paid SB50 To Date:	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2023-24

Apr-24

RESIDENTIAL

California Realty Ventures, LLC	451 W Fifth Street	3320	202-0-233-355	6946	NEW		21,949.36	
Prado, Maria	2000 W Hemlock Street	5940	189-0-041-045	473	ADU	1,494.68		
Ochoa, Cesar & Kelly	351 S. F Street	3350	202-0-074-070	820	ADU		2,591.20	
Lopez, Rosa Eugenia	1171 W Guava Street	4340	203-0-201-255	215	NEW	679.40		
Venegas, Guillermo & Bertha	524 North N Street	4140	200-0-262-255	26	ADU	82.16		
Casillas, Henry	1150 W Fir Ave	4330	203-0-201-115	445	ADU	1,406.20		
Simpson, Lisa	4601 Falkirk Bay	7870	188-0-091-255	576	NEW		1,820.16	
Ayala, Laura	125 Cordova St	1670	216-0-073-115	227	ADU	717.32		
G & R Hammer Construction	105 S. Roosevelt Ave	2615	201-0-125-010	1,760	ADU		5,561.60	

COMMERCIAL

Sub-Total April 2024	**$36,302.08**						**4,379.76**	**31,922.32**	**0.00**	**0.00**

Fees Exempt AB181 For April	4,379.76
Fees Paid AB181 For April	31,922.32
Fees Paid SB50 For April	-
Fifth & Patterson Paid for May	0.00
Fees Exempt AB181 To Date:	**162,955.84**
Fees Paid AB181 To Date:	**272,378.94**
Fees Paid SB50 To Date:	**-**

May-24

RESIDENTIAL

Chavez, Noe	931 W. Iris St	4350	203-0-242-185	630	ADU	1,990.80		
Vega, Pedro	2026 S. K St.	4350	203-0-243-115	360	ADU	1,137.60		
G & R Hammer Construction	130 Lupita St.	2160	201-0-153-120	300	ADU	948.00		
Contractor	2231 S. M St.	4430	205-0-292-225	597	ADU	1,886.52		
Ruiz, Gabriel	2100 Oneida PL.	5355	181-0-081-055	784	ADU		2,477.44	
Encanto Homes LLC	1101 W. 2nd St	4160	202-0-233-355	14,360	NEW		45,377.60	

COMMERCIAL

Barrett Living	511 Mountain View Ave	2700	201-0-200-325	1,780	NEW		436.10	

Sub-Total May 2024	**$54,254.06**						**5,962.92**	**48,291.14**	**0.00**	**0.00**

Fees Exempt AB181 For May	5,962.92
Fees Paid AB181 For May	48,291.14
Fees Paid SB50 For May	0
Fifth & Patterson Paid for May	0
Fees Exempt AB181 To Date:	**168,918.76**
Fees Paid AB181 To Date:	**320,670.08**
Fees Paid SB50 To Date:	**-**
Fifth & Patterson Paid To Date	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2023-24

Jun-24

RESIDENTIAL

	Garcia, Jose	409 N. McKinley Ave	2611	201-0-061-050	457	JADU	1,444.12			
	Vela, Vicente & Vela, Lizabeth	1048 Melito Dr. Oxnard CA	2000	215-0-051-195	441	ADU	1393.56			
	Hernandez, Art	1271 Hibiscus St	4050	139-0-112-245	480	JADU	1516.80			
	Chavez, Jesus	1120 Elder St.	1120	139-0-145-025	745	ADU	2354.20			
	Contractor - Jose	201 Alpine St.	1670	216-0-071-065	465	ADU	1,466.24			
	Garcia, Jose M.	1214 S. L St.	4305	203-0-0210-130	736	ADU/NEW	2,366.84			
	Coronado, Jose A.	1515 Ukiah St.	5700	224-0-105-195	498	ADU	1,573.68			
	Odom, Fred & Odom, Wendy	1220 Callas Dr.	5710	186-0-034-030	462	ADU	1,459.92			
	Hernandez, Art	414 Fernwood Dr.	3110	200-0-142-125	315	ADU	995.40			
	Jacqueline	430 Halcon St.	1635	216-0-124-135	440	ADU	1,390.40			
	Mr. and Mrs. Saldana	667 Roderick Ave	3240	200-0-192-180	427	JADU	1,349.32			
	Mr. and Mrs. Saldana	667 Roderick Ave	3240	200-0-192-180	427	ADU	1,264.00			
	Tan, Hour	1011 Cesar Chavez Dr.	2000	215-0-277-105	266	NEW	840.56			
	Lopez, Anthony	2601 S. J St.	4410	205-0-011-165	367	ADU/NEW	1,159.72			
	Kokatay, Usha	145 N. I Street	4160	202-0-022-060	1,133	NEW		3,580.28		
	Silva, Ernesto	612 W. Roderick Ave.	3240	200-0-231-070	962	ADU		3,039.92		
	Clear Vision Construction	2430 S. L Street	4410	205-0-313-095	999	ADU		3,156.84		
06/24/24	Cruz, Cesar	1160 S. G St	3530	203-0-050-160	552	ADU	1,744.32			
06/10/24	Mr & Mrs. Segura	612 Roderick Ave	3240	200-0-231-070	292	ADU	803.00			
6/20/24	Ruiz, Rodolfo	1122 W. Guava St	4340	203-0-202-145	329	NEW	1,039.64			
6/25/24	Zuniga, Amador	300 N. J St.	4150	200-0-283-170	334	ADU	1,055.44			

COMMERCIAL

						New		0.00		
Sub-Total June 2024	**$34,994.20**						**25,217.16**	**9,777.04**	**0.00**	**0.00**

Fees Exempt AB181 For June	**25,217.16**
Fees Paid AB181 For June	**9,777.04**
Fees Paid SB50 For June	**-**
Fifth & Patterson Paid for June	**-**

Grand Totals

Fees Exempt AB181 To Date:	**194,135.92**	
Fees Paid AB181 To Date:	**330,447.12**	**Commercial Fees (included)**
Fees Paid SB50 To Date:	**-**	**Residential Fees (included)**
Fifth & Patterson Paid To Date	**-**	

Grand Total All	**$**	**524,583.04**

REFUNDS/SETTLEMENTS/OTHER (MISC.)

10/18/23	Aguilar Maria	**325 E. Cedar St Refund**	2830	204-0-074-290	981	ADU		**(3,099.96)**	Refund: duplicate payment
11/16/23	Montes, Mario / Jesus Chavez	**911 s h St.**	3540	202-0-162-020	852	ADU		**(2,692.32)**	Refund: School fee paid FY22/

Total Misc. **(5,792.28)**

2023-2024 ADJUSTED TOTAL RECEIVED **$ 324,654.84**

3% Admin. Fee (GJ in June) **$ 9,739.65**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2022-23

	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
July 2022~											
RESIDENTIAL											
07/13/22	Saul Aguilar	1430 Tehama Street	5810	183-0-332-245	528	ADU	1,668.48				
07/14/22	Abel Verdian	2421 El Cajon Way	5740	186-0-011-180	272	Addition	859.52				
07/15/22	Chinh Lai	2160 Gershwin Pl	1920	220-0-252-125	942	Addition		2,976.72			
07/20/22	Francisco Sanchez	841 Devilfish Dr.	5670	185-0-081-015	412	ADU	1,301.92				
COMMERCIAL											
Sub Total July 2022		**$6,806.64**					**3,829.92**	**2,976.72**		**0.00**	
Fees Exempt AB181 For July		3,829.92									
Fees Paid AB181 For July		2,976.72									
Fees Paid SB50 For July		-									
Fees Exempt AB181 To Date:		**3,829.92**									
Fees Paid AB181 To Date:		**2,976.72**									
Fees Paid SB50 To Date:		**-**									
August 2022~											
RESIDENTIAL											
08/03/22	Many Mansions	217 E. Sixth Street	2700	201-0-213-110	40832	New		129,029.12			
08/05/22	Sal Sardo	3946 Harbour Island Ln	7800	188-0-300-175	103	Addition	325.48				
08/22/22	Benjamin Garcia	148 S. Hayes Ave.	2645	201-0-114-120	1,768	New		5,586.88			
08/23/22	Josefina Zamora	1326 W. Poplar Street	4450	205-0-195-045	957	ADU		3,024.12			
08/24/22	MSI Construction/ Richard Vasso	2024 Napoli Dr.	7900	188-0-015-195	3,131	New		9,893.96			
COMMERCIAL											
08/03/22	Many Mansions	217 E. Sixth Street	2700	201-0-213-110	3,191	New		1,014.74			
Sub-Total August 2022		**$148,874.30**					**325.48**	**148,548.82**		**0.00**	
Fees Exempt AB181 For August		325.48									
Fees Paid AB181 For August		148,548.82									
Fees Paid SB50 ForAugust		**-**									
Fees Exempt AB181 To Date:		**4,155.40**									
Fees Paid AB181 To Date:		**151,525.54**									
Fees Paid SB50 To Date:		-									

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2022-23

SEPTEMBER 2022 ~

RESIDENTIAL

09/13/22	Aujel & Jullien Gillen	622 Glenwood Drive	3070	200-0-172-225	749	ADU	2,366.84		
09/13/22	Howard Campbell	5021 Coral Way	8745	191-0-112-355	2,210	New		6,983.60	
09/14/22	Danny Lemos/Becky Lemos	1820 Gallatin Pl	5350	181-0-053-015	462	ADU	1,459.92		
09/15/22	Jim Sandefer Construction/Voss Group	941 Mandalay Beach Road	8720	191-0-051-355	5,636	New		17,809.76	
09/23/22	Silverio Garcia	112 W. Fir Ave., Oxnard, CA	3620	203-0-222-200	900	New		2,844.00	
09/23/22	Aldersgate Construction, Inc.	317; 319; 321 North F Street	3260	200-0-291-345	18,231	New		57,609.96	
09/23/22	Eric Manriquez	1009 W. Doris Ave.	4130	200-0-172-290	700	ADU	2,212.00		
09/23/22	Jrobert Hildebrandt/JTAP Construction	1320 Bluebell St.	4065	139-0-094-055	992	ADU		3,134.72	
09/27/22	Harry Lathrop	2311 Peninsula Road	7910	188-0-047-055	3,280	New		10,364.80	

COMMERCIAL

Sub-Total September 2022	**$104,785.60**						**6,038.76**	**98,746.84**	**0.00**	**0.00**

Fees Exempt AB181 ForSeptembe	6,038.76
Fees Paid AB181 For September	98,746.84
Fees Paid SB50 For September	-
Fees Exempt AB181 To Date:	**10,194.16**
Fees Paid AB181 To Date:	**250,272.38**
Fees Paid SB50 To Date:	**-**

OCTOBER 2022~

RESIDENTIAL

10/04/22	Jose Garcia/ JBGR Investments, LLC	434 Magnolia Ave.	3270	202-0-045-020	959	ADU		3,030.44	
10/07/22	Arturo Sepulveda	171 W. Iris St.	2611	201-0-062-080	656	ADU	2,072.96		
10/11/22	Howard Smuckler/Related Const. Inc.	5325 Wavecrest Way	8725	191-0-082-065	793	Addition		2,505.88	
10/18/22	Erika Medina	1021 Oarfish Ln	6580	185-0-022-025	805	ADU		2,543.80	
10/25/22	Benjamin/Sarah Golemon	5025 Oceanaire St.	8770	191-0-155-015	704	Addition		2,224.64	
10/31/22	Antonio Diaz	1240 Maria Way Oxnard, CA	2143	215-0-040-595	527	ADU	1,665.32		

COMMERCIAL

Sub Total October 2022	**$14,043.04**						**3,738.28**	**10,304.76**	**0.00**	**0.00**

Fees Exemp AB181 For October	3,738.28
Fees Paid AB181 For October	10,304.76
Fees Paid SB50 For October	0.00
	0.00
Fees Exempt AB181 To Date:	**13,932.44**
Fees Paid AB181 To Date:	**260,577.14**
Fees Paid SB50 To Date	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2022-23

NOVEMBER 2022 ~

RESIDENTIAL

11/02/22	Mayra Alvarado	3050 Luff CT	6610	187-0-141-165	456	ADU	1,440.96			
11/02/22	Alfonzo Acuna	255 Ash Street	2820	204-0-071-060	1,200	ADU		3,792.00		
11/03/22	Mary Morales	1731 Mc Loughlin Ave.	5840	183-0-373-095	1,073	Addition		3,390.68		
11/08/22	Ubaldo Leyva	637 West Robert Ave.	3140	200-0-191-140	576	ADU	1,820.16			
11/08/22	Rosa Cervantes	178 W. Juniper St.	3630	203-0-292-240	1,000	ADU		3,160.00		
11/18/22	Damien Perillo/Saturmino Property	2221 Jamestown Ln	7940	188-0-062-015	985	Addition		3,112.60		
11/22/22	Saul & Jennifer Aguilar	894 Saratoga St.	5615	183-0-172-095	469	ADU	1,482.04	1,482.04		
11/22/22	Santiago Jasso	245 E. Birch Street	2820	204-0-072-210	1,174	Addition		3,709.84		
11/22/22	Juan Ortega	2010 San Jacinto Street	1640	216-0-141-015	449	ADU	1,418.84			
11/29/22	Community Development Partners	214 W. Second St.	3300	202-0-054-075	43,887	New		138,682.92		

COMMERCIAL

11/29/22	Community Development Partners	214 W. Second St.	3300	202-0-054-075	6,067	New		1,929.31		

Sub-Total November 2022	**$165,421.39**						**6,162.00**	**159,259.39**	**0.00**	**0.00**

NECSP

Fees Exempt AB181 For Novembe	6,162.00
Fees Paid AB181 For November	159,259.39
Fees Paid SB50 For November	0.00
Fees Exempt AB181 To Date:	**20,094.44**
Fees Paid AB181 To Date:	**419,836.52**
Fees Paid SB 50 To Date	**-**

DECEMBER 2022~

RESIDENTIAL

12/05/22	Renteria Santos	524 E. Channel Island Blvd.	2960	219-0-283-010	653	ADU	2,063.48			
12/06/22	Oscar & Heather Rodriguez	402 Doris Ave.	3250	200-0-303-090	400	ADU	1,264.00			
12/06/22	Jesus Chavez/ Mario Montes	911 s h St.	3540	202-0-162-020	852	ADU		2,692.32		
12/06/22	Ramiro Alvarez	442 W. Birch St.	3635	203-0-113-030	96	ADU	303.36			
12/09/22	Tepura Mngt, LLC	501 Wolff St.	3525	203-0-061-110	491	ADU	1,551.56			
12/12/22	Marisol Mendoza	435 E. Laurel St.	2980	204-0-152-200	470	ADU	1,485.20			
12/12/22	Mike Garvey	1945 Mc Arthur Pl	1955	220-0-154-145	460	ADU	1,453.60			
12/14/22	Avalos Heliodoro-Yadira	600 Cooper Road	2615	201-0-121-170	504	ADU	1,592.64			
12/15/22	Pro Star Builders	700 W. Fir Ave	3650	203-0-314-035	423	ADU	1,336.68			
12/19/22	Jancarlo Perez-Rulfo	1844 Gaucho Way	1680	216-0-174-065	528	ADU	1,668.48			

COMMERCIAL

Sub-Total December 2022	**$15,411.32**						**12,719.00**	**2,692.32**	**0.00**	**0.00**

Fees Exempt AB181 For Decembe	12,719.00
Fees Paid AB181 For December	2,692.32
Fees Paid SB50 For December	-
Fifth & Patterson Paid for Decembe	$0.00
Fees Exempt AB181 To Date:	**32,813.44**
Fees Paid AB181 To Date:	**422,528.84**
Fees Paid SB50 To Date:	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2022-23

JANUARY 2023~

RESIDENTIAL

01/03/23	Christine Sabatini	3342 Monte Carlo Drive	6570	185-0-180-205	126	Addition	398.16		
01/03/23	Daniel & Maria Lopez	3420 W. Neap Place	6620	187-0-162-125	197	Addition	622.52		
01/04/23	Ronaldo Sotelo	112 Featherstone St.	1660	216-0-094-175	498	ADU	1,573.68		
01/05/23	Volkswagen Group of America Inc.	201 N. Del Norte Blvd.	1600	216-0-235-165	504	Addition		160.27	
01/05/23	Roberto/Cristina Ramos	2042 Mistral Place	5630	185-0-154-065	600	ADU	1,896.00		
01/06/23	JBGR Investmets, LLC	161 N. Garfield Ave.	2630	201-0-123-140	424	ADU	1,339.84		
01/06/23	JBGR Investmets, LLC	165 N. Garfield Ave.	2630	201-0-123-150	424	ADU	1,339.84		
01/06/23	JBGR Investmets, LLC	164 N. Grant Ave.	2630	201-0-123-130	424	ADU	1,339.84		
01/06/23	JBGR Investmets, LLC	168 N. Grant Ave.	2630	201-0-123-160	424	ADU	1,339.84		
01/10/23	Carlos Cortez	1861 Napoleon Ave.	1970	220-0-015-185	738	ADU	2,332.08		
01/13/23	Ernesto Guerrero	245 E. Hemlock St.	2930	204-0-131-040	456	ADU	1440.96		
01/13/23	Pedro Garcia	303 W. Elm St.	3610	203-0-132-090	208	Addition	657.28		
01/13/23	Claudia Magana	2434 Dupont St.	1940	220-0-073-115	555	ADU	1,753.80		
01/17/23	Alberto Rodriguez	2230 S. K Street	4410	205-0-305-045	408	Addition	1289.28		
01/17/23	Miguel Orozco	1255 Hill Street	4305	203-0-022-010	625	ADU	1,975.00		
01/17/23	Octavio Vasquez	626 Elm St.	3650	203-0-315-045	347	ADU	1,096.52		
01/17/23	Maria Rios Ponce	152 W. Iris St.	3630	203-0-292-040	602	ADU	1,902.32		
01/17/23	Maria Rios Ponce	152 W. Iris St.	3630	203-0-292-040	169	Addition	534.04		
01/17/23	Jesus Reyes	1626 Ofelia Way	2000	215-0-114-025	745	ADU	2,354.20		
01/18/23	Alex Simmons	319 Doris Ave	3210	200-0-244-110	600	ADU	1,896.00		
01/18/23	Angel Ocampo	1521 Fathom Drive.	6620	187-0-026-115	446	ADU/Addi	1,409.36		
01/19/23	Jose Gonzales	2400 So. L Street	4410	205-0-313-125	875	ADU		2,765.00	
01/19/23	Jose Gonzales	2400 So. L Street	4410	205-0-313-125	495	Addition	1,564.20		
01/23/23	Randy Haege	2380 Diamond Head Way	6000	179-0-214-015	991	Addition		3,131.56	
01/23/23	Prina Elias	1306 W. Hemlock St.	4350	203-0-231-125	408		1,289.28		
01/23/23	Charlie Arreguin	1740 W. Hemlock St.	5900	189-0-042-055	1,000	ADU		3,160.00	
01/25/23	Maria Aguilar	325 E. Cedar Street	3610	204-0-074-290	981	ADU		3,099.96	
01/26/23	Piers Armstrong	238 Douglas Ave.	3200	200-0-244-220	748	ADU	2,363.68		
01/27/23	Ignacio Gutierrez	1215 Liada Way	2000	215-0-055-140	700	ADU	2,212.00		
01/30/23	JanCarlo Rulfo	1912 S. E Street	3660	203-0-302-075	400	ADU	1,264.00		

COMMERCIAL

Sub-Total January 2023	**$49,500.51**						**37,183.72**	**12,316.79**	**0.00**	**0.00**

Fees Exempt AB181 For January	37,183.72
Fees Paid AB181 For January	12,316.79
Fees Paid SB50 For January	-
Fifth & Patterson Paid for January	$0.00
Fees Exempt AB181 To Date:	**69,997.16**
Fees Paid AB181 To Date:	**434,845.64**
Fees Paid SB50 To Date:	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2022-23

FEBRUARY 2023 ~

RESIDENTIAL

02/03/23	Marisela Barrios	1414 Elsinore Ave.	5850	183-0-394-055	283	Addition	894.28		
02/06/23	Ian Carpenter	5135 Seabreeze Way	8720	191-0-064-275	2991	New		9,451.56	
02/07/23	Luis & Daisy Diaz	725 Rosalinda Dr.	2143	215-0-103-035	344	ADU	1,087.04		
02/07/23	Alex Montanez	321 Julian St.	1635	216-0-133-025	710	ADU	2,243.60		
02/07/23	Alex Montanez	321 Julian St.	1635	216-0-133-025	242	Addition	764.72		
02/08/23	Mauro Tapia	1031 W. Channel Island Blvd.	4440	205-0-315-225	522	ADU	1,649.52		
02/10/23	Rigo Velazquez	842 South F St.	3450	202-0-151-220	298	ADU	941.68		
02/10/23	Francisco Rodriguez	321 N. Roosevelt Ave.	2621	201-0-055-080	555	ADU	1,753.80		
02/10/23	Daniel Alvarez	315 N Bonita Ave.	2611	201-0-062-080	570	ADU	1,801.20		
02/13/23	Mendoza Family	474 N. Bonita Ave.	2610	201-0-033-170	694	ADU	2,193.04		
02/13/23	Josie Solis	518 Magnolia Ave.	3270	202-0-043-040	567	ADU	1,791.72		
02/14/23	Mr. & Mrs. Gonzales	1352 W. Hemlock St.	4350	203-0-231-075	488	ADU	1,542.08		
02/15/23	Felix Romulus	245 Libre St.	2500	215-0-261-315	488	ADU	1,542.08		
02/23/23	Mrs. Kilgore	3101 Oarfish Ln	6510	185-0-031-075	142	Addition	448.72		
02/23/23	Franciso Xicohtencatl-Perez	1421 W. Beverly Dr.	4150	200-0-262-130	264	Addition	834.24		
02/27/23	Robert West	2150 Kingsbridge Way	7930	188-0-057-045	461	Addition	1,456.76		

COMMERCIAL

Sub-Total February 2023	**$30,396.04**						**20,944.48**	**9,451.56**	**0.00**	**0.00**

Fees Exempt AB181 For February	20,944.48
Fees Paid AB181 For February	9,451.56
Fees Paid SB50 For February	-
Fifth & Patterson Paid for February	$0.00
Fees Exempt AB181 To Date:	**90,941.64**
Fees Paid AB181 To Date:	**444,297.20**
Fees Paid SB50 To Date:	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2022-23

MARCH 2023~

RESIDENTIAL

03/01/23	Frank Torres	911 Cooper Rd.	2601	201-0-064-330	1,198	ADU		3,785.68	
03/03/23	Jose Tapia	1035 W. Roderick Ave.	4130	200-0-163-105	2575	ADU/Addition		8,137.00	
03/15/23	Benjamin Garcia	148 S. Hayes Ave.	2645	201-0-114-120	748	ADU	2,363.68		
03/22/23	Edward Castro	204 N. J. Street #2	4150	200-0-283-140	746	ADU	2,357.36		
03/22/23	Jesus Chavez	1410 Brookside Ave.	5850	183-0-393-165	379	Addition	1,197.64		
03/24/23	Sergio & Sandra Casarez	1211 Kelp St.	6600	187-0-133-285	516	ADU	1,630.56		
03/28/23	Fred Lopez/ Integrity Design	655 E. Kamala St	2940	204-0-163-150	990	ADU		3,128.40	
03/29/23	Augustin Carranza	2064 San Benito St.	1945	220-0-084-125	147	Addition	464.52		
03/29/23	Jose Hernandez Aquino	121 S G St.	3270	202-0-030-410	1,019	Addition		3,220.04	

COMMERCIAL

Sub-Total March 2023	**$26,284.88**						**8,013.76**	**18,271.12**	**0.00**	**0.00**

Fees Exempt AB181 For March	8,013.76
Fees Paid AB181 For March	18,271.12
Fees Paid SB50 For March	-
Fifth & Patterson Paid for March	$0.00
Fees Exempt AB181 To Date:	**98,955.40**
Fees Paid AB181 To Date:	**462,568.32**
Fees Paid SB50 To Date:	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2022-23

April 2023 ~

RESIDENTIAL

04/06/23	Maria Luisa Zarate	333 North I Street	4150	200-0-283-060	703	ADU	2,221.48				
04/12/23	Abraham Cisneros	560 N Garfield Ave	2640	201-0-023-300	712	ADU	2,249.92				
04/12/23	Laura Lowe	824 N H St	3120	200-0-183075	400	ADU	1,264.00				
04/12/23	Laura Lowe	824 N H St	3120	200-0-183075	582	NEW		1,839.12			
04/18/23	Mr & Mrs Totoztiatie	710 W Cedar St	3640	203-0-316-105	736	ADU	2,325.76				
04/20/23	Tim King	901 Raft LN	5670	185-0-091-255	219	NEW	692.04				
04/20/23	Raul D Moreno	154 N Harrison Ave	2645	201-0-112-230	611	ADU	1,930.76				
04/25/23	Victor Bruno	3561 Taffrail Ln	6590	185-0-012-155	500	ADU	1,580.00				
04/26/23	Kiyoshi Patterson	1801 Claremont Dr	5840	183-0-374-085	369	NEW	1,166.04				
04/27/23	Jose Alvarez	614 Hemlock St	3660	203-0-312-055	600	ADU	1,896.00				

COMMERCIAL

Sub-Total April 2023	**$17,165.12**						**15,326.00**	**1,839.12**	**0.00**	**0.00**	

Fees Exempt AB181 For April	15,326.00
Fees Paid AB181 For April	1,839.12
Fees Paid SB50 For April	-
Fifth & Patterson Paid for May	0.00
Fees Exempt AB181 To Date:	**114,281.40**
Fees Paid AB181 To Date:	**464,407.44**
Fees Paid SB50 To Date:	**-**

MAY 2023~

RESIDENTIAL

05/01/23	Juan Carlos Guerrero	130 S H St	3270	202-0-030-490	360	NEW	1,137.60				
05/25/23	Oscar Rodriguez	1104 S Ventura Rd	4310	203-0-012-270	895	ADU		2,828.20			
05/30/23	Jose Partida	1121 Doris Ave.	4130	200-0-172-360	372	ADU	1,175.52				
							0.00				
								-			
								0.00			
							0.00				
							0.00				
							0.00				
							0.00				

COMMERCIAL

						New		0.00			
Sub-Total May 2023	**$5,141.32**						**2,313.12**	**2,828.20**	**0.00**	**0.00**	

Fees Exempt AB181 For May	2,313.12
Fees Paid AB181 For May	2,828.20
Fees Paid SB50 For May	0
Fifth & Patterson Paid for May	0
Fees Exempt AB181 To Date:	**116,594.52**
Fees Paid AB181 To Date:	**467,235.64**
Fees Paid SB50 To Date:	**-**
Fifth & Patterson Paid To Date	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2022-23

JUNE 2023~

RESIDENTIAL

06/02/23	Aldersgate Construction INC	307 N F Street Units 101-202	3260	**200-050-102**	6,077	NEW		19,203.32		
06/02/23	Aldersgate Construction INC	305 N F Street	3260	**200-050-102**	6,077	NEW		19,203.32		
06/02/23	Aldersgate Construction INC	313 N F Street Units 101-202	3260	**200-050-102**	6,077	NEW		19,203.32		
06/02/23	Aldersgate Construction INC	311 N F Street Units 101-202	3260	**200-050-102**	6,077	NEW		19,203.32		
06/07/23	Jason Haroldsen	1820 Bearden CT	6730	**187-0-051-045**	193	ADU	609.88			
06/07/23	Victor Garcia	1532 Morris St	2115	201-0-322-015	462	ADU	1,459.92			
06/07/23	Heriberto Farfan	4904 S F St	3260	205-0-456-015	749	ADU	2,366.84			
06/07/23	Alejandro Hernandez Perez	308 W Fir Ave	3620	203-0-212-240	943	ADU	2,979.88			
06/07/23	Maria & Ruben Ortega	1340 Ivywood Dr	4090	200-0-045-075	546	ADU	1,725.36			
06/09/23	Greg Daniels	2101 Carob St	5830	183-0-352-145	700	NEW		2,212.00		
06/13/23	Denise Rodriguez	1221 Devonshire Dr	5425	200-0-162-035	488	ADU	1,542.08			
06/13/23	Gabriel Avila Ceja	830 Cedar CT	3670	203-0-101-255	1,190	NEW		3,760.40		
06/14/23	Pedro Vega	1710 Diego Way	5330	181-0-093-035	374	ADU	1,181.84			
06/15/23	Efrain Ambriz	655 E Laurel St	2950	204-0-191-150	1,017	ADU		3,213.72		
06/21/23	Maria Aguayo	1323 W Fir Ave	4330	203-0-144-035	982	NEW		3,103.12		
06/23/23	Efrain Ambriz	655 E Laurel St	2950	204-0-191-150	41	NEW		129.56	city recalculated SF, addition to prev. fee paid	
06/26/23	Esperanza Torres	2610 S K St	4410	205-0-314-105	237	NEW	748.92			
06/29/23	1600 Ives LLC	1600 Ives Ave	1960	220-0-274-025	983	NEW	199.55			
06/29/23	804 Pivot Point Way	1174 S. M St	4305	203-0-022-180	1,151	ADU	3,637.16			

COMMERCIAL

								0.00		
						New		0.00		
Sub-Total June 2023		**$105,683.51**					**16,451.43**	**89,232.08**	**0.00**	**0.00**

Fees Exempt AB181 For June	**16,451.43**	
Fees Paid AB181 For June	**89,232.08**	
Fees Paid SB50 For June	**-**	
Fifth & Patterson Paid for June	**-**	
Grand Totals		
Fees Exempt AB181 To Date:	**133,045.95**	
Fees Paid AB181 To Date:	**556,467.72**	**Commercial Fees (included)**
Fees Paid SB50 To Date:	**-**	**Residential Fees (included)**
Fifth & Patterson Paid To Date	**-**	
Grand Total All	**$ 689,513.67**	

REFUNDS/SETTLEMENTS/OTHER (MISC.)

Total Misc. **-**

2021-2022 ADJUSTED TOTAL RECEIVED **$ 556,467.72**

3% Admin. Fee (GJ in June) **$ 16,694.03**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2021-22

		APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB 181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
Jul-21												
RESIDENTIAL												
	7/2/2021	Hector Carranza	1135 South H Street	3560	203-0042-010	1,200	New ADU		3,228.00			
	7/15/2021	Saul Aguilar	894 Saratoga Street	5615	183-0-172-095	371	ADU	997.99				
	7/15/2021	Art Hernandez	110 South F Street	3270	202-0-042-110	528	ADU	1,420.32				
	7/23/2021	Tamaziyan	1001 & 1005 Catamaran Street	7660	196-0-031-065	3,886	New		10,453.34			
COMMERCIAL												
Sub Total July 2021		**$16,099.65**						**2,418.31**	**13,681.34**		**0.00**	

Fees Exempt AB181 For July	2,418.31
Fees Paid AB181 For July	13,681.34
Fees Paid SB50 For July	-

Fees Exempt AB181 To Date:	**2,418.31**
Fees Paid AB181 To Date:	**13,681.34**
Fees Paid SB50 To Date:	**-**

Aug-21												
RESIDENTIAL												
	8/12/2021	Jose & Erica Partida	1121 Doris Ave	4130	200-0-172-360	114	Addition	306.66				
	8/12/2021	Roberto Curiel	930 Cedar Street	3670	203-0-101-205	260	ADU	699.40				
	8/20/2021	Rick Moraga	5200 Seabreeze Way	8720	191-0-065-115	1,302	Addition		3,502.38			
	8/25/2021	John Carpentieri	5353 Reef Way	8710	191-0-033-285	2,991	New		8,045.79			
	8/26/2021	Services, Inc.	120 South C Street	3230	202-0-052-140	682	ADU		1834.58			
COMMERCIAL												
Sub Total August 2021		**$14,388.81**						**1,006.06**	**13,382.75**		**0.00**	

Fees Exempt AB181 For August	1,006.06
Fees Paid AB181 For August	13,382.75
Fees Paid SB50 ForAugust	-

Fees Exempt AB181 To Date:	**3,424.37**
Fees Paid AB181 To Date:	**27,064.09**
Fees Paid SB50 To Date:	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2021-22

Sep-21

RESIDENTIAL

9/9/2021	Juan M. Flores	1161 W. Guava Street	4340	203-0-201-345	360	ADU	968.40		
9/9/2021	Juan Tapia	231 S. Marquita Street	2160	201-0-154-045	726	ADU	1,952.94		
9/9/2021	Juan Tapia	231 S. Marquita Street	2160	201-0-154-045	260	Addition	699.40		
9/17/2021	Aldersgate Construction, Inc.	303; 309; 315 North F Street	3260	200-0-291-345	18,231	New		49,041.39	

COMMERCIAL

Sub Total September 2021	**$52,662.13**						**3,620.74**	**49,041.39**	**0.00**

Fees Exempt AB181 ForSeptember	3,620.74
Fees Paid AB181 For September	49,041.39
Fees Paid SB50 For September	-

Fees Exempt AB181 To Date:	**7,045.11**
Fees Paid AB181 To Date:	**76,105.48**
Fees Paid SB50 To Date:	**-**

Oct-21

RESIDENTIAL

10/1/2021	Robert and Monica Payer	5239 Sealane Way	8745	191-0-094-155	3377	New		9,084.13	
10/14/2021	WH Oxnard Shores	1020 ,1022, 1030; 1032; 1034 Can	7660	196-0-033-295	10298	New		27,701.62	
10/14/2021	Theodore L. Gerstl	2161 S. Victoria Ave	7900	188-0-013-135	230	Addition	618.70		
10/14/2021	Jaime Perez	1105 South J Street	4300	203-0-032-280	499	Addition	1,342.31		
10/19/2021	Marisol Mendoza	130 Colonia Road	2642	201-0-051-010	733	New		1,971.77	
10/21/2021	John and Martha Ahearn	120 Bottlebrush Circle	4160	202-0-223-195	568	New		1,527.92	

COMMERCIAL

Sub Total October 2021	**$42,246.45**						**1,961.01**	**40,285.44**	**0.00**

Fees Exemp AB181 For October	1,961.01
Fees Paid AB181 For October	40,285.44
Fees Paid SB50 For October	-
	0
Fees Exempt AB181 To Date:	**9,006.12**
Fees Paid AB181 To Date:	**116,390.92**
Fees Paid SB50 To Date	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2021-22

Nov-21

RESIDENTIAL

11/1/2021	Isidro Avalos	428-1/2 South E Street	3320	202-0-086-120	414	ADU	1,113.66		
11/12/2021	Claudia Rodriguez	305 Roderick Avenue	3200	200-0-242-075	364	ADU	1,059.86		
11/18/2021	Diego Cortez/Blufix Design LLC	337 E. First Street	2630	201-0-111-330	1426	New		3,835.94	
12/2/2021	Maria Guzman	1113 Teresa Street	2000	215-0-112-145	475	ADU	1,277.75		

COMMERCIAL

								0.00	
Sub-Total November 2021	**$7,287.21**						**3,451.27**	**3,835.94**	**0.00**

Fees Exempt AB181 For November	3,451.27
Fees Paid AB181 For November	3,835.94
Fees Paid SB50 For November	-

Fees Exempt AB181 To Date:	**12,457.39**
Fees Paid AB181 To Date:	**120,226.86**
Fees Paid SB 50 To Date	**-**

Dec-21

RESIDENTIAL

12/03/21	Uliysis Hernandez	1630 Diego Way	5330	181-0-093-055	754	ADU	2,028		ADU=704 SF + closet @ 50 SI
12/06/21	Frank Briseno	1240 Hacienda Drive	2000	215-0-284-135	135	Addition	363.15		
12/08/21	Jason Olson	1601 Evangeline Place	5350	181-0-053-135	498	ADU	1,339.62		
12/09/21	Victor Tenorio	2233 San Marino Street	2980	204-0-134-060	733	ADU	1,971.77		
12/09/21	Juan Diaz	1030 W. Robert Avenue	4120	200-0-163-355	961	Addition		2,585.09	
12/09/21	Rogelio Hernandez	405 W. Iris Street	3660	203-0-272-010	567	Addition		1,525.23	
12/14/21	Susan Cross	5221 Wavecrest Way	8725	191-0-071-015	15	Addition	40.35		
12/16/21	Laureano Topete	1640 Alturas Street	5830	183-0-363-175	483	ADU	1,299.27		
12/22/21	Melissa Kudla	1211 Indigo Place	4000	139-0-355-145	122	Addition	328.18		

COMMERCIAL

Sub-Total December 2021	**$11,480.92**						**7,370.60**	**4,110.32**	**0.00**

Fees Exempt AB181 For December	7,370.60
Fees Paid AB181 For December	4,110.32
Fees Paid SB50 For December	-
Fifth & Patterson Paid for December	-

Fees Exempt AB181 To Date:	**19,827.99**
Fees Paid AB181 To Date:	**124,337.18**
Fees Paid SB50 To Date:	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2021-22

Jan-22

RESIDENTIAL

01/04/22	Joel & Margie Justice	2561 Greencastle Court	7920	188-0-075-045	47	Addition	126.43		
01/06/22	Jorge Mendez	346 North H Street	3260	200-0-292-210	443	ADU	1,191.67		
01/11/22	Miguel Sanchez	301 N. Driskill Street	1665	216-0-087-055	431	ADU	1,159.39		
01/13/22	David Guzman	505 E. Olive Street	2960	204-0-231-285	222	ADU	597.18		
01/14/22	Gustavo & Cathy Nevarez	565 E. Laurel Street	2950	201-0-191-220	986	Addition		2,652	
01/26/22	Hermila Alcantar	3531 W. Hemlock Street	6740	187-0-045-115	927	ADU		2,494	
01/28/22	Mr. & Mrs. Rios	128 N. F Street	3270	202-0-041-090	667	ADU	1,794.23		

COMMERCIAL

Sub-Total January 2022	**$10,014.87**						**4,868.90**	**5,145.97**	**0.00**

Fees Exempt AB181 For January	4,868.90
Fees Paid AB181 For January	5,145.97
Fees Paid SB50 For January	-
Fifth & Patterson Paid for January	-

Fees Exempt AB181 To Date:	**24,696.89**
Fees Paid AB181 To Date:	**129,483.15**
Fees Paid SB50 To Date:	**-**

Feb-22

RESIDENTIAL

02/07/22	Paula Zamudio	2140 Hancock Place	1920	220-0-253-085	630	ADU	1,694.70		
02/08/22	Eric Manzo	331 N. Driskill Street	1665	216-0-087-025	480	ADU	1,291.20		
02/10/22	Julieta Salinas	201 E Elm Street	2900	204-0-082-090	1,443	Addition		3,881.67	
02/11/22	Nadya Mahdavi Roussin	1554 Twin Tides Place	7715	188-0-191-145	134	Addition	360.46		
02/16/22	Pedro Vega	327 N. Grant Ave.	2644	201-0-053-080	499	ADU	1,342.31		
02/22/22	Heriberto Farfan	624 W. Iris St.	3660	203-0-307-105	379	ADU	1,019.51		

COMMERCIAL

Sub-Total February 2022	**$9,589.85**						**5,708.18**	**3,881.67**	**0.00**

Fees Exempt AB181 For February	5,708.18
Fees Paid AB181 For February	3,881.67
Fees Paid SB50 For February	-
Fifth & Patterson Paid for February	-

Fees Exempt AB181 To Date:	**30,405.07**
Fees Paid AB181 To Date:	**133,364.82**
Fees Paid SB50 To Date:	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2021-22

Mar-22

RESIDENTIAL

03/04/22	Benjamin Contreras	451 N Kohala Street	1635	216-0-121-165	478	ADU	1,285.82	
03/07/22	Edward Castro	650 Douglas Ave	3240	200-0-232-050	748	ADU	2,012.12	
03/10/22	Eli & Betty Simental	2203 Indian Wells Court	5270	179-0-151-145	391	Addition	1,051.79	
03/16/22	Jesus Nuñez	357 E. Cedar St.	2830	204-0-074-250	489	ADU	1,315.41	
03/17/22	Alex Medrano	458 North Hayes Ave, Unit 1	2640	201-0-022-160	139	Addition	373.91	
03/17/22	Alex Medrano	458 North Hayes Ave, Unit 2	2640	201-0-022-160	533	ADU	1,433.77	
03/17/22	Alexis Soliz	1426 S J Street	4320	203-0-0101-100	500	ADU	1,345.00	
03/18/22	Bertha Zaragoza	1110 Fathom Court	6620	187-0-163-155	245	Addition	659.05	
03/18/22	Maria Romero	875 Viviana Drive	2000	215-0-123-085	465	ADU	1,250.85	
03/21/22	Carlos Lopez	1205 W. Fir Ave	4330	203-0-150-285	650	ADU	1,748.50	
03/22/22	Virgina Banister	4923 Corbina Way	8765	191-0-122-355	285	Addition	766.65	
03/22/22	Euleterio Leon	411 North Juanita Ave	2601	201-0-064-270	562	ADU	1,511.78	
03/30/22	Christine & Alice Bezares	1416 California St.	2820	204-0-073-080	748	ADU	2,012.12	

COMMERCIAL

Sub-Total March 2022	**$16,766.77**						**16,766.77**	**0.00**	**0.00**

Fees Exempt AB181 For March	16,766.77
Fees Paid AB181 For March	-
Fees Paid SB50 For March	-
Fifth & Patterson Paid for March	-

Fees Exempt AB181 To Date:	**47,171.84**
Fees Paid AB181 To Date:	**133,364.82**
Fees Paid SB50 To Date:	**-**

Apr-22

RESIDENTIAL

04/08/22	Francisco Manzo	121 W Guava St	3630	203-0-222-030	900	ADU		2,421.00
04/19/22	Huelon & Lynda Lyghts	2731 W. Hill Street	5740	183-0-302-155	177	Addition	476.13	
04/19/22	Jorge Flores	1928 San Benito St.	1955	220-0-085-215	821	ADU		2,208.49
04/19/22	Pamela K. Cole	2110 Kingsbridge Way	7930	188-0-051-095	175	Addition	470.75	
04/25/22	Effie Anastassiou	2531 GreenCastle Ct	7920	188-0-075-015	1,024	Addition		2,754.56
04/27/22	Alma Rios & Daniel Aguilar	1224 Seaport Drive	4230	202-0-266-185	581	ADU	1,562.89	

COMMERCIAL

Sub-Total April 2022	**$9,893.82**						**2,509.77**	**7,384.05**	**0.00**

Fees Exempt AB181 For April	2,509.77
Fees Paid AB181 For April	7,384.05
Fees Paid SB50 For April	-
Fifth & Patterson Paid for May	-

Fees Exempt AB181 To Date:	**49,681.61**
Fees Paid AB181 To Date:	**140,748.87**
Fees Paid SB50 To Date:	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2021-22

May-22

RESIDENTIAL

05/05/22	Maria Isabel Gonzalez	1602 Valley Park Dr.	3620	203-0-134-090	745	ADU	2,004.05		
05/05/22	Ashley Federis	2223 San Marino St.	2980	204-0-134-050	663	Addition		1,783.47	
05/09/22	Rebecca Hernandez	687 W Douglas Ave	3240	200-0-231-180	231	Addition	621.39		
05/11/22	Dina Elkinawy	1366 Neptune Square	7610	191-0-300-025	88	Addition	236.72		
05/17/22	Backyard Estates/ Adam Stewart	128 N. Garfield Ave	2630	201-0-122-150	1,000	ADU		2,690.00	
05/25/22	Kevin & Eyvette Cramer	1403 Beverly Drive	4150	200-026-110	620	Addition		1,667.80	
05/25/22	Lilia Robles	575 Fir Court	2910	204-0-121-085	452	ADU	1,215.88		
05/25/22	Jonathan La Rosa	1740 Capstan Dr	6740	187-0-051-205	458	ADU	1,232.02		
05/31/22	Luis Enrique Juarez	247 Navarro Street	2155	201-0-156-145	528	ADU	1,420.32		
05/31/22	Luis Enrique Juarez	247 Navarro Street	2155	201-0-156-145	500	Jr ADU	1,345.00		

COMMERCIAL

Sub-Total May 2022	**$14,216.65**						**8,075.38**	**6,141.27**	**0.00**

Fees Exempt AB181 For May	8,075.38
Fees Paid AB181 For May	6,141.27
Fees Paid SB50 For May	-
Fifth & Patterson Paid for May	-

Fees Exempt AB181 To Date:	**57,756.99**
Fees Paid AB181 To Date:	**146,890.14**
Fees Paid SB50 To Date:	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2021-22

Jun-22

RESIDENTIAL

06/07/22	Pedro Vega	1431 Astoria Pl	5355	221-0-162-115	679	ADU	1,826.51			
06/15/22	Mr. & Mrs. Salazar	274 E. Fir Ave.	2910	204-0-084-160	680	ADU	1,829.20			

COMMERCIAL

06/13/22	Amoretti/Robert Vizzo	2340 Eastman Ave	2110	216-0-193-075	540	Addition		235.44		
Sub-Total June 2022		**$3,891.15**					**3,655.71**	**235.44**	**0.00**	**0.00**

Fees Exempt AB181 For June	3,655.71
Fees Paid AB181 For June	235.44
Fees Paid SB50 For June	-
Fifth & Patterson Paid for June	-

Grand Totals		
Fees Exempt AB181 To Date:	**61,412.70**	
Fees Paid AB181 To Date:	**147,125.58**	Commercial Fees (included)
Fees Paid SB50 To Date:	**-**	Residential Fees (included)
Fifth & Patterson Paid To Date		

Grand Total All	208,538.28

REFUNDS/SETTLEMENTS/OTHER (MISC.)

Total Misc.		0.00

2021-2022 ADJUSTED TOTAL RECEIVED	**$**	**147,125.58**
3% Admin. Fee (GJ in June)	**4,413.77**	

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2020-21

	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
Jul-20											
RESIDENTIAL											
07/09/20	Judy Alva	1312 W. Juniper Street	4405	203-0-233-125	893	Addition		3,420.19			**Refund 11/17/20; $279.59; Setback C**
07/20/20	JREJ Mandalay Properties LLC (Rita Weiss)	1125 Capri Way	8735	191-0-091-045	5,464	New		20,927.12			
07/28/20	WH Oxnard Shores 50 LLC	1024; 1026; 1028 S. Harbor Blv	7660	196-0-033-295	6,330	New		24,243.90			**Paid with one check: $81,789.65: ov**
07/28/20	WH Oxnard Shores 50 LLC	1091; 1093; 1095; 1097; 1099;	7660	196-0-033-295	14,526	New		55,634.58			
07/30/20	Elisa Galvan Salazar	1850 O'Neill Place	1970		600	ADU					
COMMERCIAL											
Sub Total July 2020		**$104,225.79**						**104,225.79**		**0.00**	
Fees Exempt AB181 For July		-									
Fees Paid AB181 For July		104,225.79									
Fees Paid SB50 For July		-									
Fees Exempt AB181 To Date:		**-**									
Fees Paid AB181 To Date:		**104,225.79**									
Fees Paid SB50 To Date:		**-**									
Aug-20											
RESIDENTIAL											
08/04/20	Samuel Avila	1807 Guava Court	3680	203-0-161-385	614	ADU					
08/20/20	Christian Lazaro	120 E. Birch Street	2820	204-0-074-030	855	Addition		3,274.65			
08/21/20	Perez, Mauel	1242 South H Street	3560	203-0-043-140	1,100	Addition		4,213.00			
08/31/20	Jorge Arriaga dba Arriaga Construction	117 West Elm Street	3620	203-0-134-050	997	Addition		3,818.51			
COMMERCIAL											
Sub-Total August 2020		**$11,306.16**						**11,306.16**		**0.00**	
Fees Exempt AB181 For August		-									
Fees Paid AB181 For August		11,306.16									
Fees Paid SB50 ForAugust		**-**									
Fees Exempt AB181 To Date:		**-**									
Fees Paid AB181 To Date:		**115,531.95**									
Fees Paid SB50 To Date:		-									

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2020-21

SEPTEMBER 2020 ~

RESIDENTIAL										
09/08/20	Juan Sanchez	1600 Woodland Street	5830	183-0-353-145	523	ADU	2,003.09			
09/09/20	Ashley Federis	940 Offshore Street	6510	185-0-043-035	617	Addition		2,363.11		
09/21/20	Johanna Nunez	1958 South J Street	3660	203-0-261-105	376	ADU	1,440.08			
COMMERCIAL										
Sub-Total September 2020	**$5,806.28**						**3,443.17**	**2,363.11**	**0.00**	**0.00**

ees Exempt AB181 ForSeptember	3,443.17
Fees Paid AB181 For September	2,363.11
Fees Paid SB50 For September	-
Fees Exempt AB181 To Date:	**3,443.17**
Fees Paid AB181 To Date:	**117,895.06**
Fees Paid SB50 To Date:	**-**

OCTOBER 2020~

RESIDENTIAL										
10/29/20	G and C LLC	5036 Dolphin Way	8760	191-0-115-065	3,127	New		11,976.41		
10/30/20	Luis & Maria Huerta	1711 Valley Park Drive	3620	203-0-211-020	1,103	Addition		4,224.49		
COMMERCIAL										
10/23/20	AGI General Contracting for Clinicas del Camino Real	2100 Statham Blvd.	2410	220-0-010-325	34,082	New		14,859.75		
Sub Total October 2020	**$31,060.65**						**0.00**	**31,060.65**	**0.00**	**0.00**

Fees Exemp AB181 For October	0.00
Fees Paid AB181 For October	31,060.65
Fees Paid SB50 For October	0.00
	0.00
Fees Exempt AB181 To Date:	**3,443.17**
Fees Paid AB181 To Date:	**148,955.71**
Fees Paid SB50 To Date	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2020-21

NOVEMBER 2020 ~

RESIDENTIAL											
11/05/20	Oscar Rosales	1440 Lodgewood Way	4090	200-0-062-015	724	ADU	2,772.92				
11/16/20	Francisco Manzo	121 W. Guava Street	3630	203-0-222-030	577	Addition		2,209.91			
11/18/20	Timothy Searfus	2960 Ketch Place	6700	187-0-176-095	499	ADU	1,911.17				
11/20/20	Ana Castellanos	1610 Woodland Street	5830	183-0-353-135	200	Addition	766.00				
11/20/20	Christy Fredrick	2341 Kingsbridge Lane	7940	188-0-089-125	149	Addition	570.67				
11/25/20	WH Oxnard Shores 50 LLC	1083, 1085, 1087, 1091, 1093, 1095 Canal Street (Phase II)	7660	196-0-033-295	12,896	New		49,391.68			
11/30/20	Mauricio Romero	2621 Trinity Place	1930	220-0-041-055	499	Addition	1,911.17				
COMMERCIAL											
								0.00			
Sub-Total November 2020		**$59,533.52**					**7,931.93**	**51,601.59**	**0.00**	**0.00**	

NECSP	
ees Exempt AB181 For November	7,931.93
Fees Paid AB181 For November	51,601.59
Fees Paid SB50 For November	0.00
Fees Exempt AB181 To Date:	**11,375.10**
Fees Paid AB181 To Date:	**200,557.30**
Fees Paid SB 50 To Date	**-**

DECEMBER 2020~

RESIDENTIAL											
12/03/20	Raul Moreno	174 N. Harrison Ave.	2645	201-0-112-260	470	Addition	1,800.10				
12/09/20	HCO Holdings, Inc. dba Conejo Construction	1030 & 1032 Dunes Street	7660	196-0-131-125	3,951	New		15,132.33			
12/14/20	Javier & Micaela Mendoza	830 Nina Drive	2000	215-0-134-125	429	ADU	1,643.07				
12/16/20	Juan Romero	212 East First Street	2645	201-0-115-240	1,307	New		5,005.81			
12/16/20	Maria Guevara	645 E. Kamala Street	2940	204-0-163-160	485	Addition	1,857.55				
12/18/20	Grace Living/Michael Sudjati	8 Carriage Square	3000	200-0-333-095	1,012	Addition		3,875.96			
12/21/20	Jose Cano	336 W. Iris Street	3630	203-0-291-010	485	ADU	1,857.55				
COMMERCIAL											
12/17/2020	WH Oxnard Shores 50 LLC	(Recreation Bldg.; Pool; &	7660	196-0-033-295	1,048	New		456.93			
Sub-Total December 2020		**$31,629.30**					**7,158.27**	**24,471.03**	**0.00**	**0.00**	

ees Exempt AB181 For December	7,158.27
Fees Paid AB181 For December	24,471.03
Fees Paid SB50 For December	-
fth & Patterson Paid for December	$0.00
Fees Exempt AB181 To Date:	**18,533.37**
Fees Paid AB181 To Date:	**225,028.33**
Fees Paid SB50 To Date:	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2020-21

JANUARY 2021~

RESIDENTIAL

01/06/21	Signature Contruction Group, Inc.	861 & 863 Dunes Street	7660	196-0-021-045	3,886	New		14,883.38		
01/06/21	Voss Group a Real Estate Corp.	1215 Capri Way	8740	191-0-091-285	5,284	New		20,237.72		
01/08/21	Melanie North	1600 Dunsmuir Street	5840	183-0-381-015	495	New	1,895.85			
01/13/21	Robert Herrera	635 Colonia Road	2610	201-0-031-110	600	ADU	2,298.00			
01/13/21	Robert Herrera	635 Colonia Road	2610	201-0-031-110	300	Addition	1,149.00			
01/13/21	Charles Stevens	1121 Capri Way	8735	191-0-091-205	6,921	New		26,507.43		
01/13/21	Charles Stevens	847 Mandalay Beach Road	8710	191-0-041-355	6,290	New		24,090.70		
01/15/21	Maria Menchaca	1263 W. Fir Avenue	4330	203-0-150-345	671	ADU	2,569.93			
01/15/21	WH Oxnard Shores 50 LLC	1071, 1073, 1075, 1079, 1081 Canal Street (Phase III)	7660	196-0-033-295	12,896	New		49,391.68		
01/28/21	Isaac Montesinos	2040 Camino Del Sol	1630	216-0-121-085	482	ADU	1,846.06			

COMMERCIAL

Sub-Total January 2021	**$144,869.75**						**9,758.84**	**135,110.91**	**0.00**	**0.00**

Fees Exempt AB181 For January	9,758.84
Fees Paid AB181 For January	135,110.91
Fees Paid SB50 For January	-
Fifth & Patterson Paid for January	$0.00
Fees Exempt AB181 To Date:	**28,292.21**
Fees Paid AB181 To Date:	**360,139.24**
Fees Paid SB50 To Date:	**-**

FEBRUARY 2021 ~

RESIDENTIAL

02/04/21	Enrique Melo	655 W. Beverly Drive	3260	200-0-302-190	572	ADU	2,190.76			
02/05/21	Alvaro Hernandez	3550 South B Street	3400	205-0-092-065	743	ADU	2,845.69			
02/18/21	Edward Tafoya	473 W. Birch Street	3635	203-0-112-200	786	Addition		3,010.38		
						Addition		0.00		
						Addition	0.00			

COMMERCIAL

Sub-Total February 2021	**$8,046.83**						**5,036.45**	**3,010.38**	**0.00**	**0.00**

Fees Exempt AB181 For February	5,036.45
Fees Paid AB181 For February	3,010.38
Fees Paid SB50 For February	-
Fifth & Patterson Paid for February	$0.00
Fees Exempt AB181 To Date:	**33,328.66**
Fees Paid AB181 To Date:	**363,149.62**
Fees Paid SB50 To Date:	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2020-21

MARCH 2021~

RESIDENTIAL

03/02/21	WH Oxnard Shores 50 LLC	1059, 1061, 1063, 1065, 1067, 1069 Canal Street (Phase IV)	7660	196-0-033-295	12,660	New		48,487.80		
03/15/21	Rosario Campos	348 E. Cedar Street	2830	204-0-091-070	400	ADU	1,532.00			
03/22/21	Juan Tapia for Aurelio Gonzales	247 E. Elm Street	2900	204-0-082-030	740	ADU	2,834.20			
03/24/21	WH Oxnard Shores 50 LLC	1047, 1049, 1051, 1053, 1055, 1057 Canal Street (Phase V)	7660	196-0-033-295	12,660	New		48,487.80		

COMMERCIAL

Sub-Total March 2021	**$101,341.80**						**4,366.20**	**96,975.60**	**0.00**	**0.00**

Fees Exempt AB181 For March	4,366.20
Fees Paid AB181 For March	96,975.60
Fees Paid SB50 For March	-
Fifth & Patterson Paid for March	$0.00
Fees Exempt AB181 To Date:	**37,694.86**
Fees Paid AB181 To Date:	**460,125.22**
Fees Paid SB50 To Date:	**-**

April 2021 ~

RESIDENTIAL

04/06/21	Steven Green	5226 Sandpiper Way	8720	191-0-064-045	172	Addition	658.76			
04/08/21	Gustavo Marquez	900 Douglas Avenue	4130	200-0-172-225	825	Addition		3,159.75		
04/14/21	Craig Myers	1960 Pericles	1955	220-0-085-115	840	Addition		3,217.20		
04/30/21	Victor Heredia	1501 South D Street	3650	203-0-181-010	694	ADU	1,866.86			

COMMERCIAL

Sub-Total April 2021	**$8,902.57**						**2,525.62**	**6,376.95**	**0.00**	**0.00**

Fees Exempt AB181 For April	2,525.62
Fees Paid AB181 For April	6,376.95
Fees Paid SB50 For April	-
Fifth & Patterson Paid for May	0.00
Fees Exempt AB181 To Date:	**40,220.48**
Fees Paid AB181 To Date:	**466,502.17**
Fees Paid SB50 To Date:	**-**

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2020-21

MAY 2021~											
RESIDENTIAL											
05/04/21	Luis Cervantes	1132 W. Guava Street	4340	203-0-202-135	697	ADU	1,874.93				
05/11/21	West Pointe Homes (Makenzie Rasmussen)	710; 720; 730; 740; 750; 760 Doris Avenue (7 units)	3250	200-0-291-325	22,177			59,656.13			
05/20/21	Juan Carlos Guerrero	1436 Valley Park Drive	3610	203-0-133-130	749	ADU	2,014.81				
05/21/21	Roberto Garcia	1113 Pinata Drive	2000	215-0-132-03	968	Addition		2,603.92			
05/28/21	Arcie Torres	1056 South H Street	3270	202-0-163-160	407	Addition	1,094.83				
COMMERCIAL											
						New		0.00			
Sub-Total May 2021	**$67,244.62**						**4,984.57**	**62,260.05**	**0.00**	**0.00**	
Fees Exempt AB181 For May	4,984.57										
Fees Paid AB181 For May	62,260.05										
Fees Paid SB50 For May	0										
Fifth & Patterson Paid for May	0										
Fees Exempt AB181 To Date:	**45,205.05**										
Fees Paid AB181 To Date:	**528,762.22**										
Fees Paid SB50 To Date:	**-**										
Fifth & Patterson Paid To Date	**-**										
JUNE 2021~											
RESIDENTIAL											
06/11/21	WH Oxnard Shores 50 LLC	1050; 1052; 1054; 1056; 1058; 1060; 1062; 1064; 1066; 1068; 1070 Canal Street (Phase VI)	7660	196-0-033-295	23,560	New		63,376.40			
06/14/21	RG Permits & Design Services, Inc. (Raz Grinbaum)	1925 Spyglass Trail West	5250	179-0-112-205	611	Addition		1,643.59			
06/21/21	Justin Beranich	5335 Wavecrest Way	8725	191-0-082-045	245	Addition	659.05				
06/23/21	Cheryl Wilcox	1350 Elder Street	4060	139-0-104-025	382	ADU	1,027.58				
06/29/21	Raul Valdez	456 Palm Drive	3260	200-0-312-160	498	ADU	1,339.62	1,339.62			
COMMERCIAL											
						New		0.00			
Sub-Total June 2021	**$69,385.86**						**3,026.25**	**66,359.61**	**0.00**	**0.00**	
Fees Exempt AB181 For June	**3,026.25**										
Fees Paid AB181 For June	**66,359.61**										
Fees Paid SB50 For June	**-**										
Fifth & Patterson Paid for June	**-**										
Grand Totals											
Fees Exempt AB181 To Date:	**48,231.30**										
Fees Paid AB181 To Date:	**595,121.83**	**Commercial Fees (included)**									
Fees Paid SB50 To Date:	**-**	**Residential Fees (included)**									
Fifth & Patterson Paid To Date	**-**										
Grand Total All	**$ 643,353.13**										

IDS/SETTLEMENTS/OTHER (MISC.)	**7/28/20 WH Oxnard Shores 50 LLC: overpayment/refund: see Valuation Calculation for 1028 S. Harbor Blvd.**	**(1,911.17)**
	11/17/20 Refund: 1312 W. Juniper Street: Setback Change per City (original date 7/9/20)	**(279.59)**
	11/25/2020 WH Oxnard Shores 50 LLC: 1083; 1085; 1087; 1091; 1093; 1095 Canal Street (Phase II) Underpayn	**(0.10)**
	1/6/21 Signature Contruction Group, Inc. 861 & 863 Dunes Street: underpayment	**(50.00)**
Total Misc.		**(2,240.86)**
1 ADJUSTED TOTAL RECEIVED	**$ 592,880.97**	
3% Admin. Fee (GJ in June)	**$ 17,786.43**	

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2019-2020

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MNT	NOTES
July 2019~											
RESIDENTIAL											
07/18/19	Angie Lopez	3521 Keel Avenue	6640	187-0-026-145	392	Addition	1,603.28				
COMMERCIAL											
07/05/19	Marez Events Center	141 W. Fifth Street	3400	202-0-106-410	2860	Addition		1,152.58			
07/08/19	John Clay/Red Mountain Asset Fu	2400 S. Ventura Rd.	4450	205-0-020-455	1842	New		742.33			
07/18/19	Alisam Victoria LLC (Water Drops)	3680 W. Fifth Street	8700	185-0-170-165	5433	New		2,189.50			
Sub Total July 2019	**$5,687.69**						**1,603.28**	**4,084.41**	**0.00**	**0.00**	
Fees Exempt AB181 For July	1,603.28										
Fees Paid AB181 For July	4,084.41										
Fees Paid SB50 For July	-										
Fees Exempt AB181 To Date:	**1,603.28**										
Fees Paid AB181 To Date:	**4,084.41**										
Fees Paid SB50 To Date:	**-**										
August 2019~											
RESIDENTIAL											
08/01/19	Land Shak Holdings, LLC	2120 Greencastle Way	7920	188-0-055-205	4188	New		17,128.92			
08/08/19	Douglas Jereska	1020 Huntswood Way	4040	200-0-404-085	73	Addition	298.57				
08/08/19	Mandalay Beach 2 LLC	5306 Sandpiper Way	8720	191-0-055-115	3,074	New		12,572.66			
08/16/19	James Saucedo	513 Palm Drive	3260	200-0-311-270	95	Addition	388.55				
08/16/19	Martin Guillen	921 North G Street	3540	200-0-183-215	601	Addition		2,458.09			
08/21/19	Ramiro Arroyo	1171 W. Guava Street, #2	4340	203-0-201-255	216	Addition	883.44				
08/20/19	Araceli Ponce	131 S. Marquita Street	2160	201-0-153-1024	600	Addition		2,454.00			
08/21/19	Ravello River Ridge 152, LLC	The Gallery ~ Phase 4A (Thorpe Trail: Lots 51-61)	5150	179-0-240-170-180	29,772	New		121,767.48			2 checks: 10824 $120,874.32; 2535 $893.16
COMMERCIAL											
Sub-Total August 2019	**$157,951.71**						**1,570.56**	**156,381.15**	**0.00**	**0.00**	
Fees Exempt AB181 For August	1,570.56										
Fees Paid AB181 For August	156,381.15										
Fees Paid SB50 ForAugust	-										
Fees Exempt AB181 To Date:	**3,173.84**										
Fees Paid AB181 To Date:	**160,465.56**										
Fees Paid SB50 To Date:	**-**										

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2019-2020

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MNT	NOTES
SEPTEMBER 2019 ~											
RESIDENTIAL											
09/05/19	Hilda Fernandez	546 N. Bonita Ave.	2610	201-0-033-250	600	Addition		2,454.00			
09/18/19	Isidro Castorena	1210 South G Street	3530	203-0-050-110	658	Addition		2,691.22			
09/18/19	Ravello River Ridge 152, LLC	The Gallery ~ Phase 4B (Thorpe Trail & Mulligan: remaining 23 units)	5150	179-0-320-various	53,411	New		218,450.99			
COMMERCIAL											
Sub-Total September 2019	**$223,596.21**						**0.00**	**223,596.21**	**0.00**	**0.00**	
Fees Exempt AB181 ForSeptembe	-										
Fees Paid AB181 For September	223,596.21										
Fees Paid SB50 For September	-										
Fees Exempt AB181 To Date:	**3,173.84**										
Fees Paid AB181 To Date:	**384,061.77**										
Fees Paid SB50 To Date:	**-**										
OCTOBER 2019~											
RESIDENTIAL											
10/03/19	Charles & Angela Morris IRV TR/ Dudley Muth Trtee	1030 & 1032 Canal Street	7660	196-0-033-265	5,070	New		20,736.30			
10/09/19	Adolfo Flores	1008 South H Street	3540	202-0-163-220	334	Addition	1,366.06				
10/15/19	Central Coast Engineering	5117 Whitecap Street	8725	191-0-072-145	2,444	New		9,995.96			
10/25/19	Bradon Schwarz	5223 Terramar Way	8740	191-0-093-105	519			2,122.71			
10/29/19	Maria Acosta	625 W. Juniper Street	3660	203-0-307-035	481	Addition	1,967.29				
10/29/19	Hermila M. Alcantar	3531 W. Hemlock Street	6740	187-0-045-115	103	Addition	421.27				
COMMERCIAL											
10/10/19	Clinicas del Camino Real, Inc.	1100 W. Gonzales Road	4030	200-0-431-185	1,331	Addition		536.39			
Sub Total October 2019	**$37,145.98**						**3,754.62**	**33,391.36**	**0.00**	**0.00**	
Fees Exemp AB181 For October	3,754.62										
Fees Paid AB181 For October	33,391.36										
Fees Paid SB50 For October	0.00										
	0.00										
Fees Exempt AB181 To Date:	**6,928.46**										
Fees Paid AB181 To Date:	**417,453.13**										
Fees Paid SB50 To Date	**-**										

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2019-2020

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MNT	NOTES
NOVEMBER 2019 ~											
RESIDENTIAL											
11/06/19	OG Construction/Oscar Garcia	1936 MacArthur Place	1955	220-0-072-135	357	Addition	1,460.13				
11/14/19	Goharik Shakhmuradyan	4827 Oceannaire Street	8770	191-0-163-155	3,386			13,848.74			
11/14/19	TMZN Holdings LLC	4819 Oceannaire Street	8770	191-0-163-175	3,388			13,856.92			
11/18/19	Rosa & Felipe Romero	159 S. Hayes Avenue	2645	201-0-115-110	2,029			8,298.61			
11/19/19	Jose Guerrero	1132 Olivia Drive	2000	215-0-132-185	434	Addition	1,775.06				
11/19/19	Rachel Ramirez	421 South G Street	3350	202-0-063-020	353	Addition	1,443.77				
COMMERCIAL											
								0.00			
Sub-Total November 2019	**$40,683.23**						**4,678.96**	**36,004.27**	**0.00**	**0.00**	
NECSP											
Fees Exempt AB181 For Novembe	4,678.96										
Fees Paid AB181 For November	36,004.27										
Fees Paid SB50 For November	0.00										
Fees Exempt AB181 To Date:	**11,607.42**										
Fees Paid AB181 To Date:	**453,457.40**										
Fees Paid SB 50 To Date	**-**										
DECEMBER 2019~											
RESIDENTIAL											
12/04/19	Jonathan Martinez	2730 Geronimo Drive	1945	220-0-084-155	118	Addition	482.62				
COMMERCIAL											
Sub-Total December 2019	**$482.62**						**482.62**	**0.00**	**0.00**	**0.00**	
Fees Exempt AB181 For Decembe	482.62										
Fees Paid AB181 For December	-										
Fees Paid SB50 For December	-										
Fifth & Patterson Paid for Decembe	$0.00										
Fees Exempt AB181 To Date:	**12,090.04**										
Fees Paid AB181 To Date:	**453,457.40**										
Fees Paid SB50 To Date:	**-**										

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2019-2020

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MNT	NOTES
JANUARY 2020~											
RESIDENTIAL											
01/02/20	Frank or Joan Fielding	911 Taffrail Court	6580	185-0-022-135	45	Addition	184.05				
01/15/20	Fabiola Nova	1199 South K Street	4300	203-0-021-400	638	Addition		2,609.42			
01/21/20	Dan Voss, Jr.	2311 Greencastle Lane	7920	188-0-063-215	3,359	New		13,738.31			
COMMERCIAL											
Sub-Total January 2020	**$16,531.78**						**184.05**	**16,347.73**	**0.00**	**0.00**	
Fees Exempt AB181 For January	184.05										
Fees Paid AB181 For January	16,347.73										
Fees Paid SB50 For January	-										
Fifth & Patterson Paid for January	$0.00										
Fees Exempt AB181 To Date:	**12,274.09**										
Fees Paid AB181 To Date:	**469,805.13**										
Fees Paid SB50 To Date:	**-**										
FEBRUARY 2020 ~											
RESIDENTIAL											
02/03/20	Ashley Federis	414 E. Laurel Street	2980	204-0-211-130	496	Addition	2,028.64				
02/03/20	Fermin Bravo	508 E. Iris Street	2940	204-0-162-020	400	Addition	1,636.00				
02/06/20	Ashley Federis	811 Teresa Street	2000	215-0-122-155	401	Addition	1,640.09				
02/19/20	Robert Perez	532 North N Street	4140	200-0-262-265	750	New		3,067.50			
02/24/20	Joaquin Vega Luna	1045 Ontario Street	5620	183-0-184-105	671	Addition		2,744.39			
02/27/20	Kirk Prousa	2205 Indian Wells Court	5270	179-0-151-155	474	Addition	1,938.66				
COMMERCIAL											
Sub-Total February 2020	**$13,055.28**						**7,243.39**	**5,811.89**	**0.00**	**0.00**	
Fees Exempt AB181 For February	7,243.39										
Fees Paid AB181 For February	5,811.89										
Fees Paid SB50 For February	-										
Fifth & Patterson Paid for February	$0.00										
Fees Exempt AB181 To Date:	**19,517.48**										
Fees Paid AB181 To Date:	**475,617.02**										
Fees Paid SB50 To Date:	**-**										

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2019-2020

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MNT	NOTES
MARCH 2020~											
RESIDENTIAL											
03/03/20	Froylan Ortiz	1174 South N Street	4310	203-0-011-180	354	Addition	1,447.86				
03/03/20	Henry Casillas	Heritage Homes ~ Phase I (170; 180; 186; 188 North H Street)	4160	202-0-030-615	6612	New		27,043.08			2 checks: 0924617381 $11,931.77; 745029 $15,111.31
COMMERCIAL											
Sub-Total March 2020	**$28,490.94**						**1,447.86**	**27,043.08**	**0.00**	**0.00**	
Fees Exempt AB181 For March	1,447.86										
Fees Paid AB181 For March	27,043.08										
Fees Paid SB50 For March	-										
Fifth & Patterson Paid for March	$0.00										
Fees Exempt AB181 To Date:	**20,965.34**										
Fees Paid AB181 To Date:	**502,660.10**										
Fees Paid SB50 To Date:	**-**										
April 2020 ~											
RESIDENTIAL											
04/21/20	Henry Casillas	Heritage Homes ~ Phase II (148; 154; 162; 166 North H Street)	4160	202-0-030-615	6612	New		27,043.08			Cashiers check rec'd. for $27,043.08: 06/04/20 refunded overpayment $1,719.12
04/30/20	Marycruz Castro Montes	944 King Street	3520	202-0-165-250	645	Addition		2,470.35			
COMMERCIAL											
Sub-Total April 2020	**$29,513.43**						**0.00**	**29,513.43**	**0.00**	**0.00**	
Fees Exempt AB181 For April	-										
Fees Paid AB181 For April	29,513.43										
Fees Paid SB50 For April	-										
Fifth & Patterson Paid for May	0.00										
Fees Exempt AB181 To Date:	**20,965.34**										
Fees Paid AB181 To Date:	**532,173.53**										
Fees Paid SB50 To Date:	**-**										

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2019-2020

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MNT	NOTES
MAY 2020~											
RESIDENTIAL											
05/14/20	Marty Ingraham	1177 Mandalay Beach Road	8740	191-0-093-055	212	Addition	811.96				
COMMERCIAL											
05/12/20	Extra Space Management	2585 West Fifth Street	5530	183-0-100-220	15,781	New		6,880.52			
Sub-Total May 2020	**$7,692.48**						**811.96**	**6,880.52**	**0.00**	**0.00**	
Fees Exempt AB181 For May	811.96										
Fees Paid AB181 For May	6,880.52										
Fees Paid SB50 For May	0										
Fifth & Patterson Paid for May	0										
Fees Exempt AB181 To Date:	**21,777.30**										
Fees Paid AB181 To Date:	**539,054.05**										
Fees Paid SB50 To Date:	**-**										
Fifth & Patterson Paid To Date	**-**										
JUNE 2020~											
RESIDENTIAL											
06/08/20	Henry Casillas	Heritage Homes ~ Phase III (132; 138; 146 North H Street: 832; 838 Palm Dr.)	3270 3260	202-0-030-665; 675; 685; 715	8265	New		31,654.95			
06/09/20	Ralph Casillas, Jr.	215 Ash Street	2820	204-0-071-110	692	Addition		2,650.36			refunded 6/30/20: ADU under 750 SF
06/15/20	Gina Macri Ortiz	1100 Port Circle	6620	187-0-163-245	842	New		3,224.86			
06/18/20	Jose Luis Olmos	109 N. Grant Avenue	2630	201-0-111-320	482	Addition	1,846.06				
06/24/20	Heliodoro Avalos	600 Cooper Road	2615	201-0-121-170	2,770	New		10,609.10			1 check for both res. & com. $11,235.63
06/29/20	Ignacio Carmona	1931 Ontario Street	5800	183-0-315-165	645	Addition		2,470.35			
COMMERCIAL											
06/24/20	Heliodoro Avalos	600 Cooper Road	2615	201-0-121-170	1,437	New		626.53			
Sub-Total June 2020	**$53,082.21**						**1,846.06**	**51,236.15**	**0.00**	**0.00**	
Fees Exempt AB181 For June	**1,846.06**										
Fees Paid AB181 For June	**51,236.15**										
Fees Paid SB50 For June	**-**										
Fifth & Patterson Paid for June	**-**										
Grand Totals											
Fees Exempt AB181 To Date:	**23,623.36**										
Fees Paid AB181 To Date:	**590,290.20**	**Commercial Fees (included = $12,127.85)**									
Fees Paid SB50 To Date:	**-**	**Residential Fees (included)**									
Fifth & Patterson Paid To Date	**-**										
Grand Total All	**$ 613,913.56**										

REFUNDS/SETTLEMENTS/OTHER (MISC.)	**5/20/20 Henry Casillas/Dixieline Builders Fund Control, Inc.: overpayment/refund: see Heritage Homes 04/21/20**	**(1,719.12)**
	6/30/20 Ralph Casillas, Jr.: refund/ADU under 750SF exempt: see trans. 06/09/20	**(2,650.36)**
Total Misc.		**-**
2019-2020 ADJUSTED TOTAL RECEIVED	**$ 585,920.72**	
3% Admin. Fee (GJ in June)	**$ 17,577.62**	

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** December 17, 2025

Agenda Section: Section C: Consent Agenda

Disposal of Surplus Personal Property (Pifko/Reyes)

In alignment with the Oxnard School District's ongoing modernization initiatives, certain outdated classroom furniture items have been identified as surplus personal property. These items are currently located at Ritchen Elementary School and McAuliffe Elementary School. Furniture determined to be in serviceable condition will be included in the next scheduled surplus sale, while all remaining items will be responsibly recycled or disposed of.

The District requests that the Board of Trustees formally declare this property obsolete and authorize its sale and/or disposal pursuant to California Education Code §17546, which governs the disposition of personal property valued at less than $2,500.00.

FISCAL IMPACT:
None

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

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** December 17, 2025

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #25-174 – Santa Barbara & Ventura County Overhead Door (Pifko/Bennett)

Santa Barbara & Ventura County Overhead Door will provide professional services for overhead doors, gates, and specialty doors at all Oxnard School District locations as needed.

Term of Agreement: December 18, 2025 through June 30, 2027

FISCAL IMPACT:
Not to Exceed: $40,000.00 – 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 ##25-174 with Santa Barbara & Ventura County Overhead Door.

ADDITIONAL MATERIALS:

Attached: Agreement #25-174, Santa Barbara & Ventura County Overhead Door (4 Pages)
Estimate (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

25-174
Contract Number

This Services Agreement (the "Agreement") is made and entered into December 17, 2025 by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and Santa Barbara & Ventura County Overhead D, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Santa Barbara & Ventura County Overhead Door Provider	805-339-0103 Telephone Number
1151 Callens Rd. Street Address	laura@vcohd.com E-mail Address
Ventura, CA 93003 City, State, Zip code	Tax Identification or Social Security Number

Services

Provide professional services for overhead doors, gates, and specialty doors at all Oxnard School District locations as needed.
Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

December 18, 2025 - June 30,2027 Date(s) of Service	TBD Hour(s) of Service	TBD Location

Fees

Compensation for Services	$ 40,000.00
Other Ancillary Cost, as applicable	$ 0.00
Total not to Exceed	$ 40,000.00

☑ 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

Santa Barbara & Ventura County
OVERHEAD DOOR
Commercial | Residential | Service | Installation

511 East Gutierrez Street
Santa Barbara, CA 93103
805.963.4410
License# 913513 - www.sbohd.com

1151 Callens Road
Ventura, CA 93003
805.339.0103
License# 734650 - www.vcohd.com

Estimate

ESTIMATE #	16380
DATE	10/13/2025
REP	Greg

CUSTOMER	SERVICE LOCATION
Oxnard School District. Rick Cervantez 1055 South A Street Oxnard, CA, 93030 (805) 275-6145 rcervantez@oxnardsd.org	Oxnard School District. Oxnard School District 1055 South A Street Oxnard, CA, 93030

Estimate

Description	Qty	Rate	Total
Door and Gate Service - PM Pricing Not To Exceed $40,000.00 The Not To Exceed Limit Must Be Managed By The Oxnard School District Hourly Rate - $360.00 24HR Rate - $360.00	1.00	$40,000.00	$40,000.00

Estimate

Description	Qty	Rate	Total
Planned Maintenance Service Our Work Consists Of The Following: Door Inspection Check List: 1) The door movement up and down 2) Overall condition of the curtain and guides 3) Inspect each slat, section for damage or rusting 4) Check the condition of the weather seal/ hood baffle and bottom seal 5) Check tension on springs and counter balance systems 6) Inspect rollers, cables or one piece hardware 7) Verify locks are working or if locks are required 8) Lube all moving parts Operator Check List: 1) Run electrical component test with operator/ logic board 2) Inspect all moving parts including gearbox, chains and sprockets 3) Lube all moving parts 4) Test door for UL325 Safety Compliance and Recommend Safety Upgrades 5) Check For Proper Operation Of Manual Override Device Dock Leveler Check List: 1) Clean Out Excessive Debris From Pit 2) Inspect For Cracked or Broken Welds 3) Check For Proper Operation Of Dock Leveler 4) Check Bumpers For Wear and Tear 5) Check Warning Signs And Lights For Proper Operation 6) Ensure Proper Operation Of Truck Restraint 7) Lubricate All Moving Parts Gate Inspection Check List: 1) The Gate movement Slide/Swing Left to Right 2) Inspect For Cracked or Broken Welds 3) Overall condition of the stay rollers, guides/tracks, photo eyes and loops 4) Inspect each wheel, for damage or rusting 5) Check the condition of the Safety Edge 6) Check tension on chain and adjust limits 7) Verify locks are working or if locks are required 8) Lube all moving parts Operator Check List: 1) Run electrical component test with operator/ logic board 2) Inspect all moving parts including gearbox, chains and sprockets 3) Lube all moving parts 4) Test Gate for UL325 Safety Compliance and Recommend Safety Upgrades 5) Check For Proper Operation Of Manual Override Device	1.00	$0.00	$0.00

Total: $40,000.00

TERMS :
50 % Deposit At Time Of Order
Balance Due On Completion
ESTIMATE IS VALID FOR 30 DAYS ONLY.
VENDOR PRICE INCREASES DUE TO TARIFFS ARE EXCLUDED FROM THE 30 DAY VALID PERIOD

Arbitration - Any controversy arising out of the construction of the project referred to in this contract regarding the interpretation of this contract or any subcontractor is subject to arbitration. The Owner, contractor, and all subcontractors are bound, each to the other by this arbitration clause. The arbitrator is empowered to decide the controversy in accordance with the evidence.
Attorney Fees - If any litigation is filed or instituted to enforce this contract or any team or provision herein, the prevailing party is such litigation shall be entitled to an award of reasonable attorney's fees and actual court costs.
Right to Stop Work - Contractor shall have the right to stop work if any payment shall not be made to contractor under this agreement, contractor may keep the job idle until all payments due are received.
Taxes, Assessments, Permits - Customer is responsible for requesting any permits required. All taxes, assessments, permit, and inspection fees will be paid by the Owner. Owner to carry fire and other necessary insurances regarding property. Overhead door carries standard liability and workers compensation insurance as required by California State Contractors Board. No demolition is included unless specifically noted on Proposal.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board whose address is: Contractors State License Board, 9821 Business Park Drive, Sacramento, CA, 95827.
NOTICE TO OWNER USING GENERAL CONTRACTORS (Section 7109 Contractor's License Law)
Under the California Mechanics Lien Law any contractor, subcontractor, laborer, supplier or other person who helps improve your property, but is not paid for his/her 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 court office and proceeds of the sale used to satisfy your ineptness. This can happen even if you have paid your contractor in full if subcontractor, laborers, or suppliers remain unpaid.
To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Original (or prime) contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property is 90 days after the completion of your project.
TO INSURE EXTRA PROTECTION FOR YOURSELF AND PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:
1. Require that your Contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection.
2. Require that payments be made directly to subcontractors and material suppliers through a joint control. Any joint control agreement should include the addendum approved by the Registrar of Contractors.
3. Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. This will help ensure that all person's due payment are actually paid.
4. After making payment on any completed phase of this project, and before making any further payments, require your contractor to provide you with unconditional lien releases signed by each material supplier, subcontractor and laborer involved in that portion of the work for which payment was made. On projects involving improvements to a single-family residence or a duplex owned by individuals, the persons signing these releases lose the right to file a claim against your property. In other types of construction this protection may still be important but may not be as complete. TO PROTECT YOURSELF UNDER THIS OPTION YOU MUST BE CERTAIN THAT ALL MATERIAL SUPPLIERS, SUBCONTRACTORS OR LABORERS HAVE SIGNED THEIR RELEASE.

Important Safety Notices
Your garage door is constructed of high-quality components to provide years of continued service. Since it is a large moving object, yearly maintenance along with the precautionary directions listed below should be observed to insure safe and reliable operation.
1. Operate door only when properly adjusted and free of obstruction
2. BE AWARE! Door is constantly under extreme spring tension. Repairs and adjustments, especially to cables and spring assembly, should only be performed by qualified garage door service technicians
3. Do not permit children to play with garage door or electric remote controls
4. If door is now manually operated, and later becomes motorized, the pull-down rope and locking mechanism must be removed
5. Avoid standing in open doorway or walking through doorway while electrically operated door is moving
6. If the door becomes hard to operate or becomes completely inoperable, contact our 24-hour service line on 805 339-0103
7. Never manually lift the door by placing your hand in between sections, always use the pull rope or up handles provided
The foregoing safety directions have been approved and recommended by the National Association of Garage Door Manufacturers (NAGDM) and the California Operator and Door Association (CODA).
Cancellation
You, the buyer, may cancel the transaction at any time prior to midnight of the third business day after the date of this transaction. To cancel this transaction, mail or deliver a signed and dated letter of cancellation to: The Willis Corp., 1151 Callens Road, Ventura, CA, 93003

I have read and understand the work proposed and the terms and conditions of this agreement and wish to proceed with estimate 16380.

Date	Signature	Printed Name

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** December 17, 2025

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #25-177 – Allen Electric & Lighting, Inc. (Pifko/Bennett)

Allen Electric & Lighting, Inc. will provide professional electrical services at all Oxnard School District locations as needed.

Term of Agreement: December 18, 2025 through June 30, 2027

FISCAL IMPACT:
Not to Exceed: $50,000.00 – Routine Restricted Maintenance Funds

RECOMMENDATION:

1. It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement ##25-177 with Allen Electric & Lighting, Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #25-177, Allen Electric & Lighting, Inc. (4 Pages)
Proposal (1 Page)

Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

25-177
Contract Number

This Services Agreement (the "Agreement") is made and entered into December 17, 2025 by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and Allen Electric & Lighting, Inc., (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Allen Electric & Lighting, Inc.
Provider

805-477-9747
Telephone Number

P.O. Box 4129
Street Address

dave@allenelectric.com
E-mail Address

Ventura, CA 93007
City, State, Zip code

Tax Identification or Social Security Number

Services

Provide professional electrical services at all Oxnard School District locations as needed.
Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

December 18, 2025 - June 30,2027	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

Allen Electric & Lighting, Inc.
PO Box 4129
Ventura, CA 93007-0129 USA
6614065240
gary@allenelectric.com
www.allenelectric.com

Not To Exceed Proposal

ADDRESS
Oxnard School District 1055 South C Street Oxnard, CA 93030

NOT TO EXCEED PROPOSAL #	DATE	
4503	10/22/2025	

	DESCRIPTION	QTY	RATE	AMOUNT
	Not-To-Exceed proposal for electrical service and/or project requests during the 2025/2026 and 2026/2027 school year.			
CONTRACT	Not-to-Exceed Contract Amount	1	50,000.00	50,000.00

Please see the attached Proposal and feel free to call if you have any questions.
We look forward to working with you!

SUBTOTAL	50,000.00
TAX	0.00
TOTAL	**$50,000.00**

Sincerely,
ALLEN ELECTRIC & LIGHTING, INC.

Accepted By

Accepted Date

The total above is a Not-To Exceed price, to account for "worst case scenario". The total invoice will reflect only the work actually performed, which may result in a lower total price. In the case that additional work is necessary beyond the estimated scope, Allen Electric will not exceed the total estimated price without first consulting with the custom...

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox **Date of Meeting:** December 17, 2025

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #25-179, WestEd - Workshops (Fox/Ruvalcaba)

WestEd will offer two in-person, 90-minute Diversity, Equity, and Inclusion (DEI) workshops for all district families at Thurgood Marshall School. These sessions will focus on helping families build confidence in discussing race and in fostering respect for racial and cultural diversity with their children at home.

Term of Agreement: December 18, 2025 – June 30, 2026

FISCAL IMPACT:
$6,000.00 – LCFF Funds

RECOMMENDATION:
It is the recommendation of the Manager, Equity, Family and Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-179 with WestEd.

ADDITIONAL MATERIALS:

Attached: Agreement #25-179, WestEd (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

25-179

Contract Number

This Services Agreement (the "Agreement") is made and entered into December 17, 2025 by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and WestEd, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

WestEd	917-865-5486
Provider	Telephone Number
730 Harrison St.	esilva@wested.org
Street Address	E-mail Address
San Francisco, CA 94107	
City, State, Zip code	Tax Identification or Social Security Number

Services

Provide two 90-minute in-person parent workshops to empower families on how to have conversations about race in their home.

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

December 18, 2025 - June 30, 2026	1.5 hrs per workshop	Thurgood Marshall School
Date(s) of Service	Hour(s) of Service	Location

Fees

Compensation for Services	$ 6,000.00
Other Ancillary Cost, as applicable	$ 0
Total not to Exceed	$ 6,000.00

☑ 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)
    - Tuberculosis and background provisions are waived under this agreement due to the particular services.

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

WestEd
excellence in research, development, and service

PROPOSED SCOPE OF WORK

Prepared For
Teresa Ruvalcaba
Manager, Equity, Family and Community Engagement
Oxnard School District
1051 South A Street
Oxnard, CA 93030
(805) 385-1501

Prepared By
Erica Silva, Ed.D.
School Improvement Specialist
WestEd – Quality Schools and Districts
730 Harrison Street
San Francisco, CA 94107
(917) 865-5486

ABOUT WESTED

WestEd partners with districts and schools across the country to provide technical assistance and professional learning on Culturally Responsive and Sustaining Education (CRSE). WestEd helps education leaders with developing racial equity mindsets, skills and practices in their schools and communities. This scope of work presents services that WestEd is proposing to the Oxnard School District for the 25-26 school year.

BACKGROUND

The Oxnard School District (OSD) reached out to WestEd to discuss ways to build the capacity of students and families on pertinent diversity, equity and inclusion topics in the 2024-25 academic year. The district is interested in providing additional training to families on how to have critical conversations about race and racism at home with their students for academic year 25-26. This addresses ongoing concerns regarding the use of racial slurs and other anti-Indigenous incidents that have occurred across several school sites in OSD.

SUMMARY OF PROPOSED SERVICES

Based on conversations with district leadership, WestEd proposes providing the following to OSD:

- Two, 90-minute workshops at Marshall School geared towards empowering families in OSD on how to have conversations about race with their student(s) at home.
    - Note: WestEd will facilitate workshops in English, with OSD provided translation services for both workshops. Workshops dates will be determined at a later date, at a mutually agreeable time/date for WestEd and OSD.

LIST OF SERVICES

As a result of the services proposed, family and community members will be better prepared to have conversations about race and racism with their students, contributing to a more inclusive environment in OSD.

Below is a description of the services WestEd proposes for OSD. The timing of these services is flexible and would be coordinated between OSD leaders and the WestEd project team.

1. *Family engagement workshops* focused on developing racial literacy with students and families. Families will be better able to talk about race and racism with their student(s) in order to support an inclusive learning environment in OSD schools.

2. *District-leader check-in* designed to debrief aforementioned family workshops and identify next steps.

DELIVERABLES

- Two, 90-minute on-site workshops at Marshall School. This includes materials and travel costs.

TERMS AND SAMPLE TIMELINE

Terms of service will begin once a contract is signed and will conclude June 30, 2026.

COSTS - $6000

Services are for a fixed price contract with 50% payment due upon the execution of the contract and the remaining 50% due upon completion of services. Costs are inclusive of all planning, virtual support, workshop materials, and all reasonable communications. Workshop sessions are designed to be provided onsite or virtually.

REGARDING HEALTH & SAFETY

In the event of unforeseen health crises, a distance learning alternative may also be provided for any onsite service proposed. In all cases, the alternatives are designed to be of equal value and include a strategic blend of synchronous and asynchronous engagements and supports.

We appreciate the confidence you have in our team and look forward to the prospect of working with you. As mentioned earlier, please feel free to recommend any suggestions or changes to this proposal.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox **Date of Meeting:** December 17, 2025

Agenda Section: Section C: Academic Agreement

Approval of Overnight Field Trip and Agreement #25-180 – United Boys & Girls Clubs of Santa Barbara County-Camp Whittier – Soria School (Fox/Kemp)

Sixth-grade students from Juan Soria School will attend a four-day, three-night Outdoor Science & Conservation Education program at Camp Whittier in Santa Barbara. During the trip, they will study biology, astronomy, and the history of the local people who lived in the region.

Fieldtrip Dates: March 3, 2026 - March 6, 2026

FISCAL IMPACT:
Not to exceed $35,320.00 – Donation Funds

RECOMMENDATION:
It is the recommendation of the Principal, Soria School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the Overnight Field Trip and Agreement #25-180 with United Boys & Girls Clubs of Santa Barbara County-Camp Whittier.

ADDITIONAL MATERIALS:

Attached: Agreement #25-180, United Boys-Girls Clubs of SB Cty - Camp Whittier (15 Pages)
Proposal (6 Pages)

SERVICES AGREEMENT

Requisition Number

Purchase Order Number

25-180

Contract Number

This Services Agreement (the "Agreement") is made and entered into this 17th day of December, 2025 by and between Oxnard School District (hereinafter referred to as "District") and United Boys & Girls Club of Santa Barbara- Camp Whittier, (hereinafter referred to as "Provider.")

PROVIDER.

United Boys & Girls Club of Santa Barbara- Camp Whittier	805-962-6776
Provider	Telephone Number
2400 Hwy. 154	
Street Address	Fax Number
Santa Barbara, CA 93105	tstepien@unitedbg.org
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 March 3, 20 26, and terminate on March 6, 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	United Boys & Girls Club of Santa Barbara- Camp Whittier
District	Provider
Attn: Amanda Kemp	Attn: Todd Stepien
1051 South A Street	2400 Hwy. 154
Street	Street
Oxnard, CA 93030	Santa Barbara, CA 93105
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
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.

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
Commercial vehicles:	$1,000,000.00 combined single limit

c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of $1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

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	United Boys & Girls Club of Santa Barbara- Camp Whittier
District	Provider
By:	
Signature	Signature
Melissa Reyes	
Name	Name
Director, Purchasing	
Title	Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

Sixth-grade students from Juan Soria School will attend a four-day, three-night Outdoor Science & Conservation Education program at Camp Whittier in Santa Barbara. During the trip, they will study biology, astronomy, and the history of the local people who lived in the region.

Field Trip Dates: March 3, 2026 - March 6, 2026

WORK SCHEDULE:

N/A

SCHEDULE OF FEES

FEES:

Compensation for Services	$ 35,320.00
Actual and Necessary Travel Expenses	$ 0.00
Other Expenses	$ 0.00
Total Amount not to Exceed	$ 35,320.00
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 need to be emailed to accountspayable@oxnardsd.org.

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: December 17, 2025

Provider: United Boys & Girls Club of Santa Barbara - Camp Whittier

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: _____

Camp Whittier

2400 Hwy. 154, Santa Barbara, CA 93105
(805) 962-6776
tstepien@unitedbg.org www.unitedbg.org

BOYS & GIRLS CLUBS
UNITED BOYS & GIRLS CLUBS
OF SANTA BARBARA COUNTY
CAMP WHITTIER

Camp Whittier Proposal

Group Name: Oxnard School District – Juan Soria
Email: akemp@oxnardsd.org
Address: 3301 Dunkirk Drive
Oxnard, CA 93035

Contact Name: Amanda Kemp
Phone:
Alt. Phone:

Minimum Guaranteed: 83
Min. Guaranteed # of Meals per Person: 10
Group Arrival Date: March 3, 2026
Time (AM/PM): 9:00 AM

Departure Date: March 6, 2026
Time (AM/PM): 12:00 PM

Mode of Transportation:

☐ Bus ☐ Vans ☐ Multiple Personal Vehicles Other: _____

Meal Schedule:

Standard Meals	Standard Time	Alternative Meals	Alternative Time
Breakfast	8:00 AM		
Lunch	12:00 PM		
Dinner	6:00 PM		

Week 1	Breakfast	Lunch	Dinner	Week 2	Breakfast	Lunch	Dinner
Monday				**Monday**			
Tuesday		X	X	**Tuesday**			
Wednesday	X	X	X	**Wednesday**			
Thursday	X	X	X	**Thursday**			
Friday	X	X		**Friday**			
Saturday				**Saturday**			
Sunday				**Sunday**			

Facilities Use:

X	Rotary Cabins	
X	Rotary Lodge	
X	Canyon Village Cabins	
X	Canyon Lodge/Dorms	
	Wilderness Cabins	
	Pool	
X	Archery Range	
	Challenge Course	
	Kitchen Rental	

Special Requests and Notes: final invoice will account for additional persons

Camp Whittier Contract and Invoice

Use Fees: Payable by check, cash, or credit card (3.5% processing fee applies to all credit card transactions.)

Item	Quantity	Cost/Unit ($)	Total Cost ($)
Elings Science & Math Camp (ESMC)	100	$375.00	$37,500.00
ESMC - Teacher	4	$175.00	$700.00
ESMC - Chaperone	14	$150.00	$2,100.00
Special Oxnard 2025 Discount	100	-$60.00	-$6,000.00
		Total:	**$35,320.00**

Due Date for Use Fees:

Security Deposit: **Payable by Money Order or Cashier's Check. Deposit may be used for any damages incurred during stay. After contract is completed, any remaining security deposit amount can be rolled over to the next retreat reservation, can be refunded, or applied to balance due. Request for deposit refunds will be submitted to our accounting office and returned within 3 weeks of departure.**

Item	Quantity	Cost/Unit ($)	Total Cost ($)
Security Deposit	1	$8,830.00	
		Total:	**$8,830.00**

Security Deposit:

Camp Whittier Use Agreement

Cancellation Fees:

In the event of cancellation by user group, the following charges will apply:

A) 91 or more days prior to camp use – return of deposit less $350.00 administrative fee.
B) 61 to 90 days prior to camp use – loss of deposit plus 20% of minimum guaranteed fee.
C) 31 to 60 days prior to camp use – loss of deposit plus 40% of minimum guaranteed fee.
D) 15 to 30 days prior to camp use – loss of deposit plus 60% of minimum guaranteed fee.
E) 0 to 14 days prior to camp use – loss of deposit plus 100% of minimum guaranteed fee.

User group Insurance

1) User group agrees to provide proof of the following form of insurance before arrival at camp.
   a. COMPREHENSIVE GENERAL LIABILITY INSURANCE with minimum limits of $1,000,000 personal injury, sickness, or death per any one occurrence and $1,000,000 for loss of damage of property per any one occurrence. Int'l_____

2) User group shall have the UNITED BOYS & GIRLS CLUBS OF GREATER SANTA BARBARA COUNTY named as additional insured on user's Comprehensive General Liability Insurance policies for the period user group is using camp facilities. Int'l_____

3) It is hereby understood and agreed that any insurance provided by user group in accordance with the agreement shall be deemed primary insurance and shall not look to any insurance of the UNITED BOYS & GIRLS CLUBS OF GREATER SANTA BARBARA COUNTY for contribution. Int'l_____

User Group Agrees

1) To observe all rules of the County of Santa Barbara and the U.S. Forest Service, including those that provide that no wood be cut, and no fires are allowed except in areas so designated. Smoking is not permitted anywhere on the property. The user group is responsible for all supervision of attendees for the duration of the contract. Camp Guidelines will be sent with the contract and other Camp procedures will be discussed at your first meal. Int'l_____

2) To abide by all rules and regulations of Camp Whittier. To provide a certified lifeguard for all aquatic activities. To provide adult supervision in each cabin. To provide an adult certified in first aid and CPR on duty for emergency medical needs. To have emergency transportation available if necessary. It is the user group's responsibility to provide all necessary equipment, staff, supervision, and transportation during an emergency except when it is deemed appropriate that this be provided by community emergency response personnel. User groups are also responsible to notify camp director in all emergency situations. Camp Whittier recommends that the user groups compile an emergency packet for all participants that include emergency names and contact numbers, medications, restrictions and permission to treat. Int'l_____

3) To pay any damage to camp property during occupancy of camp facilities other than normal wear and tear, which are discovered during the departure inspection by the director of Camp Whittier. Camp Whittier shall have no obligation to identify the member or members of the user group responsible for the damage. The user group is responsible for the supervision and the behavior for attendees. The camp facilities will be inspected by the camp director prior to the arrival of the user group and will be re-inspected prior to or immediately after user group's departure. The initial inspection will be considered correct unless variances are noted in writing by the user group leader and presented to the camp director within two hours of arrival. The user group agrees to leave the camp, cabins, and bath/shower rooms in the condition that it was found, clean and swept upon departure. Int'l_____

4) It is understood and agreed that no firearms, **alcoholic beverages or illegal drugs of any kind** are not permitted on the premises. Int'l_____

5) To pay deposits, security deposits, and camp rental fees upon agreed upon payment schedule. User group agrees to pay all invoices on time, pay 1-1/2 % per month for an annual rate of 18% service charge on past due amounts and pay court costs, and/or reasonable attorney's fees, or both, if collection is necessary through process of suit. Int'l_____

6) User group agrees to pay 90% of total agreement amount if the attendance is lower than what was written into the agreement. Please estimate your total amount of attendees wisely. Int'l_____

7) User group is not permitted the use of any ropes course equipment, low or high, unless contracted with Camp Whittier and under the supervision of a Teamwork's certified ropes facilitator. Int'l_____

8) User group is responsible to provide their own wood for campfires, cooking, & using in the dining hall fireplace. Int'l_____

Hold-Harmless Agreement:

User group shall indemnify, hold free and harmless, assume liability for and defend Camp Whittier, its chartered affiliates, agents, servants, employees, officers, and directors from any and all costs, and all other sums, which the camp, its chartered affiliates are obligated to pay on account of any, all and every demand for, user group's use of real or personal property belonging to Camp Whittier, its chartered affiliates, agents, servants, employees, officers, and directors, or omission by user group, its members, agents, servants, employees, officers or directors. Int'l_____

Camp Whittier Agrees:

1) To provide administrative assistance and maintenance for the period contracted.

2) To provide food service for the period contracted, unless otherwise indicated in addendum.

3) To reserve the right to cancel this agreement for other than breach of these terms upon reasonable notice.

Requests for any changes to the foregoing must be submitted for approval to Camp Whittier administrative office in writing at least 90 days prior to rental day.

Addendum:
Please sign, return original by mail or email to:

Camp Whittier
2400 Highway 154
Santa Barbara, CA 93105
Or
Camp Director: Todd Stepien
tstepien@unitedbg.org

Checks and Money Orders can be made out to "United Boys & Girls Clubs."

I hereby certify that I am authorized to sign for the user group listed below:

_____
User Group

_____	_____	_____
Authorized Signature – User Group Leader	Print Name & Title	Date
_____	_____	_____
Authorized Signature – Camp Whittier	Print Name & Title	Date

Rules and Regulations for Events at Camp Whittier:

Prior to Arrival You Need to Know:

1. There is no phone available at camp. If you need a phone please be sure someone in your group has a cell phone available. There is a phone for medical emergencies only.
2. All groups must provide their own bedding and toiletries.
3. You must designate a contact prior to your event to check in and check out your group with the Camp Ground Host.
4. We provide a special diets option on our menu when requested. Final count must be provided to us 2 weeks prior to event.
5. Groups bringing individual cars must designate a parking coordinator to arrive early to meet with our Camp Ground Host.
6. Clean up must be in a timely manner per the pre-arranged contractual agreement.
7. Any additional work, cleaning or restoration which must be completed by Camp Whittier Staff, that is necessary due to user group's negligence will be billed at $150/hour plus cost of any materials needed.
8. Firearms, illegal drugs, and minors smoking, or using alcohol are strictly forbidden on camp grounds.
9. We require adult supervision in each cabin.
10. The user group agrees to leave the camp, cabins, and bath/shower rooms in the condition that it was found, clean, and swept upon departure.
11. User group is not permitted the use of any rope course equipment, low or high, unless contracted with Camp Whittier and under the supervision of a Camp Whittier certified ropes course facilitator.
12. User group is responsible to provide their own wood for campfires, cooking & using in the dining hall fireplace.

Upon Arrival:

1. **Camp Speed Limit is 4 mph.**
2. PLEASE DRIVE SLOWLY: immediately when you see your first building upon entry to camp grounds. We have many children frequently hiking our roads.
3. All vehicles must be parked in the parking lot.
4. No pets allowed in the camp.
5. Check in with Camp Ground Host. If problems arise during your stay, please see Camp Ground Host.
6. Do not carry people in the back of trucks while on camp property.
7. No candles allowed in any buildings in the camp.
8. No tacks, nails, staple gun or duct tape on or in buildings or trees on or into camp. Do not attach anything to the fans at camp.
9. Smoking Areas: There are only three smoking areas in the camp.
    a. In front of the Dining Hall by the Santa Maria BBQ.
    b. At the campfire circle by the fire pit.
    c. In front of the Canyon Lodge by the water fountain.
10. All cigarette butts must be put in the pits or a cigarette can. It is considered trash, and your group will be held accountable if left on the grounds.
11. No gum allowed in the camp. It can kill the wildlife.
12. Please keep off all high and low ropes course events and the rock-climbing wall. These are for use only with supervision only with certified Camp Whittier staff.
13. Please no rock throwing in camp. Please communicate this to children especially.
14. Please put all trash into trash cans and recyclables (cans and bottles) in recycle containers.
15. No vehicles allowed on the field. No stakes into the field due to sprinkler system.
16. For your safety we have a bell alarm at the camp that is sounded in the event of an emergency. If you hear the bell, your group should report to the field below the pool.
17. Balloons are not allowed at camp; they can be harmful to our wildlife.
18. Only use buildings assigned to you as per your contractual agreement.

19. Quiet hours are 9:00pm-7:00am. Please avoid staff housing, dining hall, and parking lot areas during these hours.
20. If you have food in your cabin, you may attract ants or small animals.
21. If you are hiking please be aware of the following:
    a. Poison Oak: No leaves in winter only straight sticks. Green or red leaves other times.
    b. Ticks: They hang out on the end of brush and wait for hikers to feed on.
    c. Snakes: We have many snakes including Rattle Snakes. If you see a snake just leave it alone. If it is in the Camp area please let us know and our staff will take care of it.
    d. Mountain Lions: (Rarely seen), they are seen mostly at night. If you come across one, make yourself as big as possible and **back away slowly. Do not turn and run** or it will chase you
    e. Other Wildlife: Deer, Wild Turkeys, Quail, Squirrels, Hawks, Eagles, Bear, Raccoons, Skunks, Coyotes. **Please do not feed or destroy the wildlife.** Just enjoy the view and allow them to do their thing without our interruption. Many animals will let you get within a few feet if you are careful.
    f. Please do not take or pick plant life. If you take it, it won't be there for others to enjoy.

I have read and agree to the above rules for our group's use of Camp Whittier. I further agree to communicate these rules to all members of my party.

Responsible Party Signature: _____

Print Name: _____

Date:_____

Please return a copy to our office with your contract. Thank you for your cooperation!

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox **Date of Meeting:** December 17, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #25-181 – Restorative Justice Services, LLC (Fox/Nocero)

Restorative Justice Services, LLC. will provide a three 3-day in-person training on restorative approaches to Oxnard School District staff. Restorative Justice Services will support the implementation and integration of restorative principles into school-wide practices.

Term of Agreement: January 5, 2026 through July 31, 2026

FISCAL IMPACT:
Not to exceed $72,000.00 – LCFF Funds

RECOMMENDATION:
It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-181 with Restorative Justice Services, LLC.

ADDITIONAL MATERIALS:

Attached: Agreement #25-181, Restorative Justice Services LLC (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

25-181
Contract Number

This Services Agreement (the "Agreement") is made and entered into December 17, 2025 by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and Restorative Justice Services, LLC., (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Restorative Justice Services, LLC.
Provider

805-453-7219
Telephone Number

226 W. Ojai Ave., #101-332
Street Address

E-mail Address

Ojai, CA 93023
City, State, Zip code

rjrcenter@yahoo.com
Tax Identification or Social Security Number

Services

Provide a three-day in-person training for Oxnard School District staff and support the integration of restorative principles into school-wide practices.
Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

January 5, 2026 - July 31, 2026
Date(s) of Service

TBD
Hour(s) of Service

TBD
Location

Fees

Compensation for Services	$ 72,000.00
Other Ancillary Cost, as applicable	$ 0.00
Total not to Exceed	$ 72,000.00

☑ 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

Restorative Justice Services
Oxnard School District
Restorative Justice/Restorative Approaches Training
School Year 2025-2026

Overview

The Essence of Restorative Practices

The essence of restorative practices is disarmingly simple: that human beings are happier, more productive and more likely to make positive changes in their behavior when those in positions of authority do things with them, rather than to them or for them.

Increasingly, parents, caregivers and community groups are seeking out support and direction around managing the young people in their care. Building, enhancing and restoring relationships across any workplace, community group, school or culture, is absolutely essential for a strongly connected, empathetic, functioning society.

Restorative Approaches in Schools

Restorative approaches in schools are being sought as alternatives to more punitive disciplinary systems and procedures, where often there have been little or no links between wrongdoers and those they have harmed, nor any real connections between the punishment and the actual offense.

Previous measures are also often failing to meet the relational needs of teaching and learning in 21st-century schools. Increasingly schools are finding restorative approaches more effective in establishing long-term lasting changes in relationships, more connecting of the members of a school community, more involving and hearing of victims, and more enhancing of climates of care within schools as a whole.

Punitive vs Restorative Responses

Punitive Responses	Restorative Responses
1. What rule has been broken? 2. Who is to blame? 3. What is the punishment going to be? 4. How long will the punishment last?	1. What happened? 2. Who has been affected? How? 3. What needs to be done to make it right? 4. What do we need to do to move forward?
Focus: Punishment	**Focus: Accountability * Healing * Needs**

Training & Coaching

Restorative Justice/Restorative Approaches Training
Six 3-Day In-Person Trainings

Ideal for Administrators, Counselors, Teachers, School Aids, Change Agents

- Principles of Restorative Justice/Restorative Approaches
- Community Building * Restorative Interventions & Tools
- Multi-Tier Approach
- Trauma & Trauma Awareness
- Community Building Micro & Macro Levels
- Facilitating Community Building Circles
- Facilitating Dialogues in Low Conflict & High Conflict Disputes
- Facilitating Dialogues in Significant Disputes with Student, Parent, Staff
- Hands On/Experiential Learning and Preparation

**This training prepares individuals to implement restorative approaches in the school community.

Cost: 25 People per training: $12,000 x 6 trainings = $72,000

Total Program Cost

Six 3-Day In-Person Trainings		$72,000
	Total	$72,000

Restorative Justice Services
Lyra D. Monroe
805/453-7219
rjrcenter@yahoo.com

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** December 17, 2025

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #25-185 with Twining Consulting to provide Soils & Materials Testing Laboratory and Special Inspection Services for the Fremont Middle School Reconstruction Project (Pifko/Bennett/CFW)

The Fremont Middle School Reconstruction Project consists of a complete reconstruction of the Fremont campus with an entirely new set of facilities, built according to current State code, Oxnard School District (District) specifications, and 21st century educational program requirements. A reconstruction strategy is proposed that would include the construction of a new 750 student grade 6-8 facility at the existing school site. Upon completion of the new facilities, the existing school would be demolished, and playfields and hardcourt areas would be constructed in its place.

In November 2025, a request for proposals was distributed to Soils & Materials Testing Laboratory and Special Inspection firms to submit proposals. Five firms submitted a proposal, and these proposals were reviewed by Caldwell Flores Winters for completeness and responsiveness.

The purpose of this item is to approve the agreement with Twining Consulting to provide Soils & Materials Testing Laboratory and Special Inspection Services for the Fremont Middle School Reconstruction Project.

Term of Agreement: January 01, 2026 through March 30, 2028

FISCAL IMPACT:
$249,274.00 – Measure I Bond Funds

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent of Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve Agreement #25-185 with Twining Consulting.

ADDITIONAL MATERIALS:

Attached: Agreement #25-185, Twining Consulting (58 Pages)

SERVICES AGREEMENT

Requisition Number

Purchase Order Number

25-185

Contract Number

This Services Agreement (the "Agreement") is made and entered into this 17th day of December, 2025 by and between Oxnard School District (hereinafter referred to as "District") and Twining Consulting, (hereinafter referred to as "Provider.")

PROVIDER.

Twining Consulting	805.644.5100
Provider	Telephone Number
1879 Portola Road, Suite G	562.426.6424
Street Address	Fax Number
Ventura CA 93003	marketing@twininginc.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 January 01, 20 26, and terminate on March 30, 20 28. 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	Twining Consulting
District	Provider
Attn: Kristen Pifko	Attn: Benito Caban, President
1051 South A Street	1879 Portola Road, Suite G
Street	Street
Oxnard, CA 93030	Ventura CA 93003
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY**. Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.

11. **ADDITIONAL WORK**. If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:

    a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.

    b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

    Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS**. Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

    Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- ☐ Hazardous and toxic substances,
- ☐ Hazardous waste,
- ☐ Universal waste,
- ☐ Medical waste,
- ☐ Biological waste,
- ☐ Sharps waste.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**
Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION**. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE**. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	$ 1,000,000.00	$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits:

Personal vehicles:	$ 500,000.00 combined single limit or
	$100,000.00 per person / $300,000.00 per accident
Commercial vehicles:	$1,000,000.00 combined single limit

c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of $1,000,000.
In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.
Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following:

Accountants, attorneys, education consultants, nurses, therapists	$1,000,000.00
Architects	$1,000,000.00 or $2,000,000.00

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

	Each Occurrence	Aggregate
☐ 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	Twining Consulting
District	Provider
By:	
Signature	Signature
Melissa Reyes	Benito Caban
Name	Name
Director, Purchasing	President
Title	Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

PER ATTACHED PROPOSAL DATED November 17, 2025

WORK SCHEDULE:

Terms of Agreement: January 1, 2026 through March 30, 2028

SCHEDULE OF FEES

FEES:

Compensation for Services	$ 249,274.00
Actual and Necessary Travel Expenses	$ 0.00
Other Expenses	$ 0.00
Total Amount not to Exceed	$ 249,274.00
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:

ADDITIONAL COSTS OF EXPENSES:

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: December 17, **2025**

Provider: Twining Consulting

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.

Benito Caban, President
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.

Benito Caban, President
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: _____



OXNARD SCHOOL DISTRICT

PROPOSAL FOR TWINING CONSULTING FOR

Soils & Materials Testing Laboratory and Special Inspection Services in Response to Oxnard School District's RFP

November 17, 2025



TWINING CONSULTING

Grounded in Safety, Built on Sustainability

1009



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1. COVER LETTER

November 17, 2025
Proposal No. 25-2324

Mason Nakada. Project Coordinator
Caldwell Flores Winter, Inc.
6425 Christie Ave
Emeryville, CA 94608

TWINING CONSULTING
1879 Portola Road, Suite G Ventura CA 93003
Tel 805.644.5100
Fax 562.426.6424
Email marketing@twininginc.com

RE: Proposal to Provide Soils and Materials Testing and Special Inspection Services for Fremont Middle School

Dear Mason,

Twining Consulting (Twining) is pleased to submit our Statement of Qualifications to Oxnard School District for the Fremont Middle School Reconstruction Project, providing comprehensive soils, materials testing, and special inspection services.

Firm & Team Introduction
Twining is a recognized leader in DSA-compliant special inspection and materials testing for K–12 construction across California, supported by a fully accredited DSA-approved laboratory and one of the region's largest teams of certified inspectors, technicians, and licensed engineers. Our Lab of Record services are managed by Lance Mowdy, an experienced Project Manager who oversees all inspection and testing activities to ensure seamless coordination and adherence to DSA, CBC, ASTM, and District requirements. Backed by ICC-certified inspectors, ACI-certified technicians, and a robust internal quality program, Twining delivers accurate reporting, responsive field support, and dependable oversight throughout every phase of construction.

Decades of K–12 Expertise
Twining is well suited to support the Fremont Middle School Reconstruction Project, bringing over 50 years of experience delivering DSA-compliant geotechnical, materials testing, and special inspection services for K–12 districts. Our team understands the District's technical and schedule-driven needs and is supported by a large roster of certified inspectors, technicians, and licensed engineers, as well as a fully accredited DSA-approved laboratory. With immediate capacity, proven responsiveness, and extensive experience on complex school modernization projects, Twining is prepared to provide the quality assurance and timely reporting required for full compliance with Title 24 and DSA standards.

Thank you for the opportunity to submit. If you have any questions, please contact Michael Molina at 951.552.0031 or via email at mmolina@twininginc.com. He is authorized to speak for the firm and will be the primary point of contact during the evaluation process.

Sincerely,
Twining Consulting

Benito Caban, PE
President | *Authorized to Bind Firm*

Michael Molina
Sr. Director, Client Services

Individual(s) Authorized to Speak for Firm
Benito Caban, PE - President
Michael Molina, Sr. Director, Client Services

Federal Tax I.D. Number
330820000

License or Registration Number
085663-0 (Ventura Business License)
C2117868 (Corporation Number)

Certificate of Insurance
Provided in the appendix

Required Statement
Twining Consulting received a copy of the District's form of Agreement for Professional Services ("Agreement") attached as ATTACHMENT "A" to the RFP. Twining Consulting has reviewed the indemnity provisions and insurance provisions contained in the Agreement. If given the opportunity to contract with the District, Twining Consulting has objections to the use of the Agreement, listed as follows or as contained in the appendix to this Submittal.

Certification of Non-Collusion and Conflict of Interest
Twining certifies that no District official or employee, nor any business entity in which a District official has an interest, has been employed to solicit or assist in procuring this contract, and that no such person will be employed in its performance without immediate disclosure to the District.



2. LITIGATION AND CLAIMS HISTORY

Twining is financially solvent and has sufficient liquidity to meet all current obligations. There are no existing conditions including bankruptcy, pending litigation, planned office closures or any impending mergers which could impede the firm's ability to complete its current projects.

Twining has not been terminated for default on any project nor have we incurred any actions related to filing false claims. Further, Twining has never been found or adjudicated to have been in violation of equal opportunity or fair employment laws. Twining has not been debarred from participating in publicly funded projects by any Local, County, State, or Federal Agency.

During the past five years, Twining has been a party in the following civil lawsuits:

Active Claims for the Past 5 years

- **Diana Aldana**
  Case No.: CVSB250191
  Court: San Bernardino Superior Court
  Court Address: 247 West 3rd Street, San Bernardino, CA 92415
  Project: Not Applicable
  Description: In June 2023, a Twining inspector and the plaintiff were involved in a rear-end auto accident. The plaintiff alleges that Twining caused both general and special damages due to the accident. Twining vigorously denies these allegations and considers them to be frivolous.

Dismissed Claims for the Past 5 years

- **Angel Ronquillo v. City of Norwalk**
  Case No.: 22 ST CV 30417
  Court: Superior Court. Los Angeles County - Spring Street Courthouse
  Court Address: 312 North Spring Street, Los Angeles, CA 90012
  Project: 210036.1, 210037.1, and 210038.1
  Description: In 2021, the City of Norwalk filed a cross-complaint against Twining for a project Twining worked on. The plaintiff alleged that road conditions were dangerous due to road rehabilitation services and claimed to have been injured as a result while riding his motorcycle. Twining denied any liability and was dismissed from the case in October 2024 with no fault attributed to Twining.



3. PROJECT TEAM SUMMARY

Organization Chart

Twining brings qualifications, experience, and understanding of K–12 policies, practices, and guidelines. Our personnel have complementary technical skills alongside practical project management experience. This depth and breadth of expertise provide availability and flexibility to meet the technical, schedule, and budget requirements, as exemplified in previous and current projects. Twining understands that the District expects our team to remain intact through the duration of the Project. If a team member must leave, Twining will contact the District to approve any team member's replacement. Resumes are provided in the appendix. All required services are performed in-house, and Twining does not require subconsultants.

- Key Personnel
- Support Staff

Project Executive

Benito Caban, PE

Project Manager

Lance Mowdy

Special Inspectors

Michel Rofaeil
Brad Taylor
Sandra Ramsdell

Supported by our staff of over 180 multi-disciplined inspectors.

As-Needed Technical Experts

Paul Soltis, PE, GE
Geotechnical Engineer of Record (GEOR)

Rob Ryan, ASNT Level III
Structural Steel Expert

Liangcai He, PhD, PE, GE
Chief Geotechnical Engineer

Jon Browning, PG, CEG
Certified Engineering Geologist

Amir Ghavibazoo, PhD
Pavement Expert

Boris Stein, DSc
Concrete Expert

Yiwen Bu, PhD, PE, LEED AP
Concrete Expert

Laboratory Manager

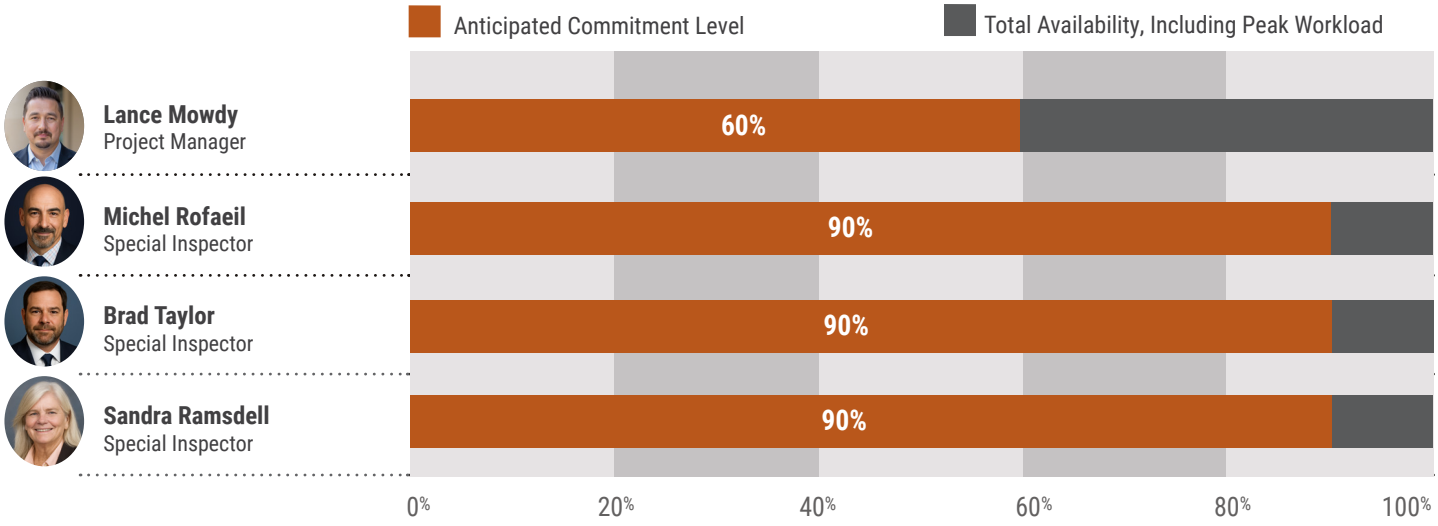
Lee Bainer

Laboratory Technicians

Technicians work staggered hours to help ensure timely turnaround of laboratory testing.

Key Personnel Availability

Twining has a deep bench of inspectors and technicians ready at a moment's notice to assist the District with any of its project needs. Our key staff, and their respective support staff, are available and committed to dedicating the effort necessary to complete any service required by the District. Below we have provided a chart illustrating our key personnel's projected workload and each person's minimum commitment level, with the understanding that everyone can and will expand their availability, as needed.



Regional Firm Resources & Capacity

Twining's key personnel and support staff are fully committed to supporting Oxnard School District (OSD) project with the resources and responsiveness needed to meet schedule demands. Our team includes more than 180 inspectors across Southern California—over 80% of whom hold multiple certifications—allowing us to staff and deliver projects of any size. **Our DSA-approved laboratory, located just 6 miles from OSD**, operates 24/7 to provide immediate response, rush testing, and after-hours support as needed. Inspectors maintain direct communication with our Laboratory Manager, Lee Bainer, ensuring seamless coordination, timely sample pick-up, and prompt electronic delivery of results to keep your project on track.



Ventura Laboratory
1879 Portola Road, Suite G
Ventura, CA 93003



Our Laboratory

Project laboratory testing will be conducted in-house, at Twining's DSA-certified Ventura laboratory—just ***6 miles from OSD***.

This laboratory is also accredited by HCAI, OPAA, Caltrans, AASHTO, and USACE. We are happy to provide copies of our certifications upon request.

K–12/Public School Clients

With over 50 years of experience working with K–12 clients, Twining has established a trusted reputation for delivering DSA-regulated geotechnical engineering, materials testing, and special inspection services to public school systems throughout California. Our team has built lasting relationships with districts across the state through responsive service, technical excellence, and a deep understanding of DSA processes and educational facility requirements. This long-standing experience has made K–12 work a cornerstone of our firm's expertise and one of our most significant areas of practice. Below is a list of K–12 public school districts Twining has served:

- ABC Unified School District
- Alhambra Unified School District
- Anaheim Elementary School District
- Anaheim Union High School District
- Azusa Unified School District
- Banning Unified School District
- Barstow Unified School District
- Bellflower Unified School District
- Beverly Hills Unified School District
- Buena Park School District
- Burbank Unified School District
- Capistrano Unified School District
- Cardiff School District
- Carlsbad Unified School District
- Castaic Union School District
- Centinela Valley Union High School District
- Coachella Valley School District
- Compton Unified School District
- Conejo Valley Unified School District
- Corona-Norco Unified School District
- Culver City Unified School District
- Desert Sands Unified School District
- Downey Unified School District
- El Monte City School District
- El Monte Union High School District
- El Segundo Unified School District
- Escondido Union High School District
- Fillmore Unified School District
- Fullerton Joint Union High School District
- Garden Grove Unified School District
- Glendale Unified School District John Fenton
- Hacienda La Puente Unified School District
- Huntington Beach Union High School District
- Inglewood Unified School District
- Irvine Unified School District
- Jamul Dulzura Union School District
- La Canada Unified School District
- La Habra City School District
- La Mesa Spring Valley School District
- Las Virgenes Unified School District
- Lennox School District
- Long Beach Unified School District
- Los Alamitos Unified School District
- Los Angeles Unified School District
- Lowell Joint School District
- Lynwood Unified School District
- Magnolia School District
- MUPU Elementary School District
- Newport-Mesa Unified School District
- Norwalk-La Miranda Unified School District
- Nuview Union School District
- Ocean View School District
- Oxnard School District
- Oxnard Union High School District
- Palm Springs Unified School District
- Palos Verdes Unified School District
- Placer Union High School District
- Rialto Unified School District
- Rowland Unified School District
- Saddleback Valley Unified School District
- San Bernardino City Unified School District
- San Diego Unified School District
- San Dieguito Union High School District
- San Ysidro School District
- Santa Ana Unified School District
- Santa Barbara Unified School District
- Santa Monica-Malibu Unified School District
- Simi Valley Unified School District
- South Whittier School District
- Sweetwater Union High School District
- Val Verde Unified School District
- Ventura Unified School District
- Washougal School District
- Westminster School District
- Whittier City School District
- William S. Hart Union High School District
- Wiseburn Unified School District

Examples of our recent K–12 and DSA project experience are included in the appendix to further demonstrate our capabilities and depth of experience.

4. FEE PROPOSAL



In accordance with the RFP's format requirements—which state that fee schedules are not included in the page count—Twining has included the complete Fee Proposal and Schedule of Rates in the Appendix. This approach maintains consistent pagination throughout the main body of the proposal while ensuring all required fee information is clearly presented and easily accessible for the District's review.



5. NON-COLLUSION DECLARATION

ATTACHMENT C

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

I am the President of Twining Consulting, the party making the foregoing
[Title] [Name of Firm]

bid/proposal.

The bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid/proposal is genuine and not collusive or sham. The bidder/proposer has not directly or indirectly induced or solicited any other bidder/proposer to put in a false or sham bid/proposal. The bidder/proposer has not directly or indirectly colluded, conspired, connived, or agreed with any bidder/proposer or anyone else to put in a sham bid/proposal, or to refrain from bidding/proposing. The bidder/proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid/proposal price of the bidder/proposer or any other bidder/proposer, or to fix any overhead, profit, or cost element of the bid/proposal price, or of that of any other bidder/proposer. All statements contained in the bid/proposal are true. The bidder/proposer has not, directly or indirectly, submitted its bid/proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, to effectuate a collusive or sham bid/proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder/proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder/proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on November 17, 2025,

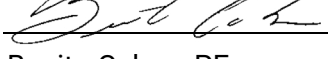
[Date]

at Fountain Valley, CA.

[City] [State]

Date: November 17, 2025

Proper Name of Bidder/Proposer: Twining Consulting

Signature: 

Print Name: Benito Caban, PE

Title: President

6. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

ATTACHMENT D

Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters

The undersigned certifies, to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Twining Consulting

Organization:

18071 Mt Washington St Unit A

Street address:

Fountain Valley, CA 92708

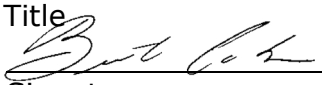
City, State, Zip:

Benito Caban, PE

Certified by: (type or print)

President

Title



Signature

November 17, 2025

Date

Not Applicable

Disclosure of Lobbying Activities Approved by OMB 0348-004

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: ☐ **contract** ☐ **grant** ☐ **cooperative agreement loan** ☐ **loan guarantee** ☐ **loan insurance**	**2. Status of Federal Action:** ☐ **bid/offer/application** ☐ **initial award** ☐ **post-award**	**3. Report Type:** ☐ **initial filing** ☐ **material change** **For material change only:** **Year_____quarter _____** **Date of last report_____**

4. Name and Address of Reporting Entity: **_____Prime _____Sub-awardee** **Tier_____, if Known:** **Congressional District, if known:**	**5. If Reporting Entity in No. 4 is Sub-awardee,** **Enter Name and Address of Prime:** **Congressional District, if known:**
6. Federal Department/Agency:	**7. Federal Program Name/Description:** **CFDA Number, *if applicable*: _____**
8. Federal Action Number, *if known:*	**9. Award Amount, *if known:*** **$**
10a. Name and Address of Lobbying Registrant ***(if individual, last name, first name, MI):***	**10b. Individuals Performing Services *(including address if different from No. 10a)*** ***(last name, first name, MI):***

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:**  **Print Name:** Benito Caban, PE **Title:** President **Telephone No.: _____ Date:** **____**
Federal Use Only	**Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)**

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for prospective participants/Respondents in primary covered transactions:

A. The Respondent certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the Respondent is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

Twining Consulting

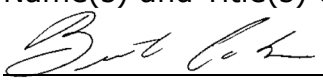
Contractor/Company Name

Oxnard School District, Soils & Materials Testing Laboratory & Special Inspections Services

Award Number, Contract Number, or Project Name

Benito Caban, PE - President, Rob Ryan - Secretary, Paul Soltis - Principal

Name(s) and Title(s) of Authorized Representatives



Signature(s)

November 17, 2025

Date



7. COMMENTS TO FORM OF AGREEMENT

Twining has reviewed the District's standard agreement included as Attachment A. In accordance with Section 7 of the RFP, we are providing the following comments to ensure mutual clarity regarding a few provisions that may require additional discussion. These items were also submitted as RFIs in cooperation with the RFP requirements.

Section 14. Indemnification

The current indemnification language appears broader than what is typically required for professional services and may extend beyond the limitations set forth in California Civil Code § 2782.8. Twining respectfully requests the opportunity to work with the District to incorporate language consistent with state law and industry-standard practice for design-related services.

Section 17. Insurance Requirements

Some of the insurance provisions—particularly those related to communicable diseases, pandemics, and other exclusions that are not covered under standard commercial policies—may benefit from additional clarification. We welcome the opportunity to review these items with the District to ensure the contract reflects coverages that are commercially available and appropriate for the scope of work.

Section 15.E. Additional Insurance Coverages

The agreement references several specialized coverages, such as Abuse & Molestation, Pollution Liability, and Cyber Liability. These coverages are not applicable to materials testing and special inspection services. Twining kindly requests confirmation that these lines will not be required for this contract.

Twining is committed to entering into a fair, clear, and mutually workable agreement with the District. Our comments are intended solely to help facilitate that process should contract discussions occur. We remain flexible and are happy to collaborate with the District to finalize terms that support project success for all parties.

APPENDIX

A. CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/14/2025

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

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

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

License#: 6003745

CONTACT NAME: Thi Grinwald
PHONE (A/C, No, Ext): 714-427-3481 **FAX (A/C, No):**
E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HARTFORD INSURANCE COMPANY	38288
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C : Hartford Fire Insurance Company	19682
INSURER D : QBE Insurance Corporation	39217
INSURER E : Sirius Point Insurance Company	38776
INSURER F :	

INSURED
Twining Consulting, Inc.
18071 Mount Washington Street, Unit A
Fountain Valley CA 92708

TWININC-01

COVERAGES **CERTIFICATE NUMBER:** 1674390462 **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	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	57UUNOK8H2F	2/1/2025	2/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 4,000,000 $ 4,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	Y	Y	57UENOZ0037	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	57XHUOK8H2R	2/1/2025	2/1/2026	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	57WEOK8H18	2/1/2025	2/1/2026	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
D E	Professional Liab & Poll. Liab* Excess Professional Liability Claims Made Form			ANE6503500 PROVXS000000801	2/1/2025 2/1/2025	2/1/2026 2/1/2026	per claim/agg per Cliam/agg	2,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
No Residential Exclusions apply. The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability. *NOTE: Professional Liability includes Pollution Liability for a total of $2,000,000 per claim/Agg. Prof. Liability Excess is in addition to Professional Liability $3,000,000 = total of $5,000,000/$5,000,000 per Claim/Agg. See page 2 of 22 on blanket GL policy form HG 00 01 09 16 which states Contractual Liability applies. See page 2 of 5 on the blanket Auto policy Form HA 99 16 12 21 which states Primary non-contributory applies.
For Proposal Purposes. As Proof of coverages.

CERTIFICATE HOLDER

Evidence of Insurance
Twining Consulting Inc
. . .

CANCELLATION 30 Day Notice of 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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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

Benito Caban, PE
Project Executive



Professional Summary

Benito Caban, PE, has over 26 years of experience in geotechnical engineering, materials testing, and special inspection services, with extensive expertise managing QA/QC programs for high-profile projects across California. He has led technical operations through all phases of construction—from planning and design to post-construction monitoring—and specializes in HCAI and DSA-regulated projects. As Project Executive, Benito provides engineering oversight, technical direction, and managerial support to project managers, field technicians, and special inspectors on complex vertical and infrastructure projects.

Relevant Experience

Years of Experience
26 (in the industry)

20 (full time at Twining)

Education
MS, Civil Engineering, California State University – San Diego

BS, Civil Engineering, University of Puerto Rico

Office Address
18071 Mt Washington St Unit A, Fountain Valley, CA 92708

References
Graham Anderson
Principal/Founder
Campbell-Anderson & Associates, Inc.
858.455.8086
gcanderson@campbellanderson.com

Current Registrations/ Certifications/Specialized Training
Professional Engineer (PE), CA No. 73220

El Monte City School District, Durfee Elementary School - New 2-Story Classroom Building

Initially opened in 1965, Durfee School has undergone extensive remodeling and modernization. Remodeling has included new and more efficient lighting and air conditioning, compute Internet wiring in every room, new playground equipment, and a new drop-off zone/parking lot. The Durfee Elementary School Growth Project consists of the construction of a new two-story 24-classroom building, which includes a new Library, Music Room, and Lunch Shade Structure. As the Principal-in-Charge, Benito was responsible for providing technical oversight, ensuring the project was running on schedule and within budget.

Irvine Unified School District, Bond Measure E Improvements – South Lake Middle School Modernization, Expansion, and Interim Housing

Twining provided geotechnical observation, materials testing, and special inspection services for the South Lake Middle School modernization and expansion. Twining's scope included field and laboratory testing of soils, aggregates, concrete, and masonry; batch plant inspection; and verification of compaction and backfill operations. Twining's inspection services covered structural concrete, masonry, structural steel, welding, high-strength bolting, and spray-applied fireproofing, including nondestructive testing and fireproofing adhesion/cohesion verification. Benito served as Project Executive.

Santa Ana Unified School District, Carver Elementary School Modernization

Twining provided materials testing and special inspection services for the modernization of Carver Elementary School in Santa Ana, California. Work was performed under DSA jurisdiction and in compliance with prevailing wage requirements. Services included field and laboratory testing of soils, concrete, and masonry; verification of structural steel and welding; and continuous inspection to ensure compliance with the California Building Code and DSA-approved construction documents. Benito served as Project Executive.



Lance Mowdy
Project Manager

Professional Summary

Lance Mowdy brings a wealth of field and management experience to his role as Project Manager at Twining, backed by his successful track record managing both public and private sector construction projects. With a strong foundation in Division of the State Architect (DSA) compliance and a hands-on approach to project oversight, Lance ensures projects are executed efficiently and to the highest quality standards, from preconstruction through closeout. As a Project Manager, Lance excels in coordinating teams, managing budgets and timelines and maintaining open lines of communication between stakeholders. His comprehensive understanding of construction practices allows him to anticipate challenges, implement practical solutions, and deliver outcomes that meet or exceed client expectations. Lance's proactive leadership style and deep industry knowledge contribute to the smooth delivery of services and the continued satisfaction of Twining's clients.

Relevant Experience

Years of Experience
20 (in the industry)
1 (full time at Twining)

Office Address
18071 Mt Washington St
Unit A, Fountain Valley, CA
92708

Reference
Matt Caughey
Kitchell CEM
+1.760.954.8735
mcaughey@kitchell.com

Los Angeles Unified School District, San Pedro High School Comprehensive Modernization Project

Directed daily operations for a team of Special Inspectors and Technicians on a large-scale modernization effort at a historic campus. Oversaw all AAMA fenestration testing, managing subcontracted services and verifying water and air intrusion resistance of windows and curtain walls. Successfully identified the root causes of multiple test failures, tracing them to deficiencies in concrete wall construction and inadequate weather sealing at window sills, enabling the project team to implement effective corrective measures.

Orange Unified School District, Multiple Campus New Classroom Buildings

Provided cost estimates and execution strategies for three DSA construction projects, overseeing inspector and technician dispatch to ensure timely coverage. Coordinated with the District Liaison to manage Laboratory of Record (LOR) services within budget, tracked out-of-scope inspection activities for back charges, and maintained accurate documentation supporting cost control and budget compliance.

Santa Ana Unified School District, District-Wide Solar Projects

Served as Project Engineer under the DSA Class 1 Project Inspector, responsible for overseeing all quality assurance and certification activities in compliance with DSA requirements. Collaborated with the Laboratory of Record to ensure timely, conforming special inspection and testing results, while resolving non-conforming issues efficiently. Managed DSA Box uploads and communications on behalf of the Project Inspector and facilitated construction change orders and contract amendments as project timelines extended. Worked closely with program management to address contractor delays, review pay applications and resolve field deviations.



Michel Rofaeil
Special Inspector

Professional Summary

Michel Rofaeil is a certified Special Inspector with over 7 years of experience providing structural inspection and materials testing services on DSA-regulated K–12 and community college projects. His expertise includes reinforced and prestressed concrete, masonry, structural steel, welding, high-strength bolting, and fireproofing inspections in accordance with Title 24 and project specifications. Michel's portfolio includes work for North Orange County CCD, Glendale CCD, and Anaheim Union HSD, where he consistently ensured code compliance, construction quality, and collaboration with contractors and district representatives. His skillset and familiarity with DSA protocols make him a strong asset for the District's Fremont Middle School Reconstruction Project.

Relevant Experience

Years of Experience
8 (in the industry)
2 (full time at Twining)

Office Address
1879 Portola Road, Suite G
Ventura, CA 93003

Reference
Larfield Thigpen
IOR Class 1
213.700.7956
larfieldthigpen@gmail.com

Current Registrations/ Certifications/Specialized Training
ACI: Concrete Field Testing Technician – Grade I

ICC: Reinforced Concrete Special Inspector, Prestressed Concrete Special Inspector, Structural Masonry Special Inspector, Spray Applied Fire Proofing Special Inspector, Structural Steel & Bolting Special Inspector, Structural Welding Special Inspector, Master of Special Inspection, Commercial Building Inspector, Residential Building Inspector

North Orange County Community College District, Fullerton College Chapman Newell Instructional Building

The Chapman Newell Instructional Building is a new two-story, 23,000-SF classroom and office facility constructed under a design-build delivery. Twining served as the Laboratory of Record, providing geotechnical observation, deputy inspection, and materials testing for soils, concrete, masonry, steel, welding, and fireproofing. Michel performed inspections in reinforced concrete, masonry, structural steel, welding, and high-strength bolting, ensuring compliance with DSA requirements and contributing to the successful completion of this academic facility.

Beverly Hills Unified School District, Upper Athletic Fields

Twining is providing materials testing, special inspection, and geotechnical observation services for the Upper Athletic Fields project at Beverly Hills High School. The project includes a new softball field, six tennis courts, athletic lighting, accessible ramps, seating areas, and a 655-foot retaining wall supported by soil nails, soldier piles, and shotcrete. Our scope includes soils compaction testing, concrete and shotcrete inspection, structural steel and welding inspection, and verification of post-installed anchors, performed in coordination with the Geotechnical Engineer of Record. Michel performed concrete inspections, quality control verification, and batch plant monitoring.

Anaheim Elementary School District (AESD), Paul Revere Elementary School – Benito Juarez Multi-Purpose Room (MPR) Building

Twining provides geotechnical engineering, materials testing, and special inspection services for a new Multi-Purpose Room and shade structure, including foundation observation, soil testing, and inspection of concrete, masonry, and structural steel. As Geotechnical Engineer of Record, Twining ensures quality assurance and DSA compliance throughout construction. Michel performed concrete inspections, quality control verification, and batch plant monitoring.

Brad Taylor
Special Inspector



Professional Summary

Brad Taylor brings over 30 years of experience to Twining. He has worked on numerous structural projects and specialized in concrete and masonry testing. As an inspector, Brad will efficiently coordinate inspections and communicate regularly with our team of inspectors to ensure inspections are being performed properly and on schedule. Brad will also ensure that field inspectors carry necessary certifications per project and the proper safety procedures are being followed.

Relevant Experience

Years of Experience
30 (in the industry)
8 (full time at Twining)

Office Address
4811 Airport Plaza Dr. Suite 220 Long Beach, CA 90815

Reference
Jerett Hayes
IOR
ABG Inspections
+1 (909) 725-9574
jarizzo22@yahoo.com

Current Registrations/ Certifications/Specialized Training
ACI: Concrete Field Technician – Grade 1, Masonry Field Testing Technician, Post-Installed Concrete Anchor Installation

ICC: Reinforced Concrete Special Inspector, Structural Masonry Special Inspector, Spray Applied Fire Proofing Special Inspector, California Commercial Building Special Inspector, Structural Steel & Bolting Special Inspector

ABC Unified School District, Whitney High School – Modernization and New Construction

Twining provided geotechnical engineering, materials testing, and special inspection services for modernization and new construction at Whitney High School under ABC Unified School District's Measure BB program. The project scope included renovation and expansion of classroom buildings, upgrades to campus utilities, and construction of new educational facilities to support science, technology, and arts programs. Twining's services covered soils and foundation observation, concrete and masonry testing, steel welding and bolting inspection, and batch plant monitoring to ensure compliance with DSA standards and project specifications. Through close coordination with the District, design team, and Inspector of Record, Twining supported quality assurance and timely project delivery. Brad performed concrete inspections.

Santa Ana Unified School District, Jefferson Elementary School – Increment 2

Twining provided geotechnical engineering, materials testing, and deputy inspection services for the Jefferson Elementary School Increment 2 project. The project scope included field and laboratory testing, inspection of reinforced concrete, masonry, and steel, and verification of soil compaction and foundation conditions in accordance with DSA requirements. Twining worked closely with the District's Facilities Planning Department and the IOR to ensure quality assurance, regulatory compliance, and timely completion of construction activities. Brad performed inspections for DSA masonry, concrete, and batch plant operations.

San Bernardino City Unified School District, San Bernardino High School – Auditorium Addition and Renovation

Twining provided geotechnical engineering services to update its 2014 Geotechnical Investigation Report for the Auditorium Addition and Renovation project. The original report, prepared in accordance with the 2013 CBC and approved by both the California Geological Survey (CGS) and DSA, required revision to meet 2016 CBC standards. Twining's updated scope included site-specific ground motion analyses, seismic design parameter updates, and pile foundation recommendations to address new structural design needs. Brad served as Special Inspector on the project.

Sandra Ramsdell
Special Inspector



Professional Summary

Sandra Ramsdell brings over 20 years of construction inspection experience specializing in concrete and masonry for DSA, higher education, healthcare, and public works projects across Southern California. Sandra has supported numerous K–12 and community college modernization programs, providing field inspections for reinforced concrete, structural masonry, and spray-applied fireproofing in strict compliance with the California Building Code and DSA standards. Her portfolio includes work for Anaheim Union High School District, Los Alamitos USD, and North Orange County CCD, where she has earned a reputation for her technical precision, clear communication, and commitment to quality assurance.

Relevant Experience

Years of Experience
20 (in the industry)
11 (full time at Twining)

Office Address
4811 Airport Plaza Dr. Suite 220 Long Beach, CA 90815

Reference
Andre J Simon
Sr. project Inspector
QA/QC Engineer
Pringle Group
1-818-590-3541

Current Registrations/ Certifications/Specialized Training
ACI: Concrete Field-Testing Technician – Grade I

DSA: Masonry

ICC: Reinforced Concrete, Spray-Applied Fireproofing, Structural Masonry

ABC Unified School District, Melbourne Elementary School Modernization

Twining is providing geotechnical, materials testing, and special inspection services for the Melbourne Elementary School Modernization project. The scope includes soil compaction testing for Buildings A–H (excluding F), inspection and testing of post-installed anchors, and pull testing of ceiling wire hangers for newly installed suspended ceiling systems. Sandra is performing inspections for concrete placement, batch plant operations, quality control, and epoxy dowels.

Anaheim Union High School District, Magnolia High School – Building M Renovation

Twining is providing geotechnical engineering, materials testing, and special inspection services for the ongoing renovation of Building M—the Music Building—at Magnolia High School. The project scope includes renovation of existing classrooms to incorporate restrooms, installation of new light poles, new interior framing, and rooftop equipment pads and anchors. Twining's field and laboratory services include soil compaction testing, concrete batch plant monitoring, utility backfill testing, structural steel and welding inspections, and nondestructive testing. Sandra is performing inspections for concrete and batch plant operations.

Santa Ana Unified School District, Sierra Pre-K–8 School – Modular Classroom and Restroom Buildings

Twining provided geotechnical engineering, materials testing, and deputy inspection services for the construction of new modular classroom and restroom buildings. The project included foundation observation, soil compaction testing, reinforced concrete and masonry inspection, and structural steel welding verification to ensure quality and compliance with DSA requirements. Sandra served as a Special Inspector on the project.

Paul Soltis, PE, GE
Geotechnical Engineer of Record (GEOR)



Professional Summary

Paul Soltis, PE, GE, brings more than 33 years of technical expertise to Twining. His expertise includes geotechnical investigations and analyses relative to the development of high-rise buildings, mixed-use facilities, DSA- and HCAI-permitted buildings, and other essential facilities. Paul's experience includes assuming the role as Geotechnical Engineer of Record during the construction phase of numerous high-profile projects throughout Southern California. He has extensive experience working under the jurisdiction of the DSA. Paul is responsible for the technical oversight of Twining's geotechnical engineering projects and management of the firm's geotechnical personnel.

Relevant Experience

Years of Experience
33 (in the industry)
20 (full time at Twining)

Education
MS, Geotechnical Engineering, University of Colorado

BS, Civil Engineering, California Polytechnic State University

Office Address
4811 Airport Plaza Dr. Suite 220 Long Beach, CA 90815

References
Onofre Ramirez, PE
City of Long Beach
562.570.6183

Current Registrations/ Certifications/Specialized Training
Professional Engineer, Civil (PE), CA No. 56140

Geotechnical Engineer (GE), CA No. 2606

Santa Ana Unified School District, Valley High School Project

This DSA project consists of the construction of a new gym facility, theater addition, culinary arts building, new auto tech building, new lobby expansion, new campus commons area, and new east courtyard area. Twining is providing geotechnical investigation services for multiple projects. On the gym and theater addition project, we provided geotechnical investigation services and were retained as geotechnical engineer of record during construction. Paul served as the Geotechnical Engineer of Record. Based on conditions revealed during grading of the building pads, Paul provided revised recommendations in the field to address wet, soft soil conditions and mitigated costs and delays during the grading operations.

Beverly Hills Unified School District, Science & Technology Building

Paul provided project management, which consisted of the construction of a new four-story building to connect to an existing campus building. The new building houses 18 math classrooms, 12 science labs, a 100-fixed-seat lecture hall, collaborative faculty work areas, and a multi-purpose educational development center. The structure is supported by conventional shallow spread and continuous footings. Appurtenant hardscape/landscape areas, pavements, and underground utilities were also included. Paul provided budget monitoring and technical direction. Paul served as the Project Manager for this project.

Bright Star Schools, Rise Kohyang High School

This DSA project involves the construction of a new three-story 67,223 square foot facility. This facility will house classrooms, a gym, a lunch area, an administration office, and parking. Twining provided the geotechnical study report and shoring installation. Paul served as the Project Manager.

Rob Ryan, ASNT Level III
Structural Steel Expert



Professional Summary

Robert M. Ryan has been affiliated with Twining Laboratories and its associated companies since 1977. With over 48 years at Twining, Robert is a leading expert on all aspects of structural steel construction and non-destructive testing and has been instrumental in shaping the current industry standards for testing and field inspection. He has a long history with SidePlate. In the 1990s, he consulted with SidePlate designers during the product's inception to help define any potential inspection issues with the connection. He brings vast knowledge in all areas of field inspection. His experience includes oversight of special inspection for some of Southern California's landmark projects. Robert provides consultation on welding and non-destructive procedures, including specification preparation and review, and on complex problems related to welding such as cracking, and unusual joint configurations.

Relevant Experience

Years of Experience
48 (in the industry)
48 (full time at Twining)

Education
MS, Applied Mathematics, University of Washington

BS, Mathematics, California State University, Los Angeles

Office Address
4811 Airport Plaza Dr. Suite 220 Long Beach, CA 90815

References
Brent Blackman, SE, LEED AP
Insight Structural Engineers
310.383.5537
blackman@insight-se.com

Current Registrations/ Certifications/Specialized Training
American Welding Society, CWI-QC1

American Society of Nondestructive Testing, Level III UT, PT, MT

Los Angeles Valley College, Theater Arts Project

Twining provided construction materials testing and special inspection services for the Theater Arts Project at Los Angeles Valley College. Our scope supported compliance with DSA requirements under Application No. 03-110012 and included field and laboratory testing of concrete, masonry, soils, and related structural components. Working under the Build-LACCD program and alongside McCarthy Building Companies, our team delivered timely reporting, PLA-compliant staffing, and coordinated closely with the design team to ensure all work met project specifications and quality standards. Rob served as a Technical Advisor for structural steel on this project.

Los Angeles City College, Parking Structure Project

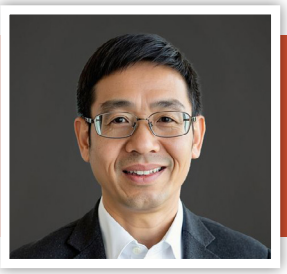
Twining provided construction materials testing and special inspection services for the new parking structure at Los Angeles City College. Under the Build-LACCD program and working with Bomel Construction, our team supported compliance with project specifications and PLA requirements through field and laboratory testing of soils, concrete, reinforcing steel, masonry, and related structural elements. Twining delivered timely reporting and coordinated closely with the contractor and district representatives to help ensure quality, structural integrity, and adherence to DSA and campus standards throughout construction.

University of California, Los Angeles, Health Sciences Seismic Replacement Building 1

This project involved constructing a new laboratory facility to replace seismically hazardous space in UCLA's Center for the Health Sciences. The new building houses medical research laboratories and support areas for the School of Medicine's and Neuropsychiatric Institute's neuroscience programs. Rob served as Project Manager, overseeing Twining's field and lab personnel, reviewing test results, and ensuring all testing and inspection requirements were met.

Liangcai He, PhD, PE, GE

Chief Geotechnical Engineer



Professional Summary

Dr. Liangcai He, Chief Geotechnical Engineer, brings more than 33 years of experience in geotechnical and earthquake engineering for public agencies, school districts, and essential facilities across California. He specializes in seismic site response analysis, foundation and retaining wall design, and soil–structure interaction for DSA-regulated educational projects. Liangcai provides technical oversight on field investigations, laboratory testing, and engineering analyses to ensure compliance with Division of the State Architect (DSA) standards and the California Building Code. His leadership has guided complex K–12 modernization and new-construction projects for clients including Santa Ana USD, Anaheim UHSD, and Los Angeles USD, where he developed geotechnical recommendations supporting safe, resilient school facilities.

Relevant Experience

Years of Experience
33 (in the industry)
6 (full time at Twining)

Education
PhD, Structural Engineering-Geotechnical, University of California - San Diego

MS, Civil & Structural Engineering-Geotechnical Engineering, Nanyang Technological University

BS, Hydraulic & Hydropower Engineering, Tsinghua University

Office Address
4811 Airport Plaza Dr. Suite 220 Long Beach, CA 90815

References
Ricky Johnson
Structures Manager
Flatiron Dragados
760.549.0005
rjohnson@flatironcorp.com

Current Registrations/ Certifications/Specialized Training
Professional Engineer, Civil (PE), CA No. C73280

Geotechnical Engineer (GE), CA No. GE3033

Santa Ana Unified School District, INDA Academy

Santa Ana Unified School District (SAUSD) rehabilitated the existing building at 2495 Campus Drive for the INDA Academy charter school. The project included seismic retrofitting, parking lot repaving, the addition of a playground, and installation of a stormwater infiltration system. The seismic and structural upgrades required the addition of new foundations. Twining conducted a geotechnical investigation to support the proposed site improvements, with Dr. Liangcai He serving as Chief Geotechnical Engineer.

San Bernardino City Unified School District, San Bernardino High School Auditorium Renovation

This DSA project included the renovation of the existing auditorium and the construction of additional floor areas. The main addition is comprised of an expanded lobby/entrance, restrooms, circulation, and elevator. Other additions include an enclosed side entrance, a raised platform plaza in the front entry, and a ramp and stairs leading into the theater. Twining provided geotechnical investigation services. We provided the District with geotechnical investigation reports in 2014 and an updated one in 2019. Liangcai served as the Chief Geotechnical Engineer for the 2019 update, as well as a technical memorandum regarding adjacent existing footing in 2020.

Pacific Charter School District, Olympic Charter Middle School

The new structure entails the construction of a 3-story, combination structural steel, wood-frame, reinforced masonry building, which will be founded on conventional shallow foundations with a total planned area of approximately 36,000 square feet. Work included geotechnical engineering and site soils compaction, as well as special inspections. Liangcai served as the Geotechnical Engineer of Record.

Jon Browning, PG, CEG
Certified Engineering Geologist



Professional Summary

Jon Browning, PG, CEG, brings over 20 years of experience in engineering geology and geotechnical consulting, supporting public agencies and school districts across California. He specializes in geologic site characterization, seismic hazard assessments, and fault and landslide investigations in support of DSA-regulated K–12 projects. Jon oversees field exploration programs, coordinates subsurface investigations, and provides geologic input during design and construction to ensure compliance with DSA and California Building Code requirements.

Relevant Experience

Years of Experience
20 (in the industry)
6 (full time at Twining)

Education
BA, Geography – Emphasis in Environmental and Natural Resources; Geology Minor, San Diego State University

GIS, Certificate, San Diego Mesa College

Office Address
18071 Mt Washington St Unit A, Fountain Valley, CA 92708

References
Art Lavenant
Anaheim Union High School District
714.999.5678

Current Registrations/ Certifications/Specialized Training
Professional Geologist, CA No. 9012

Certified Engineering Geologist, CA No. 2615

Anaheim UHSD, Ball Junior High Geotechnical Investigation

The project consisted of adding a new marquis structure to the front of the school, building new shade structures, and making pavement improvements. Twining provided geotechnical investigation services that encompassed reviewing site background information, coordinating and performing field exploration, performing geotechnical laboratory testing, and providing the results of the geotechnical analyses. Jon served as the Certified Engineering Geologist and oversaw the subsurface investigation of the existing parking lot to provide geotechnical recommendations for pavement design.

Anaheim UHSD, Sycamore Junior High Geotechnical Investigation

Twining currently holds an on-call geotechnical engineering services contract with the District. As a part of this contract in 2019, the firm provided infiltration testing for the proposed stormwater BMPs and subsurface investigation of the existing parking lot to provide geotechnical recommendations for pavement design. Jon served as the Certified Engineering Geologist.

San Bernardino City Unified School District, Cardinal Child Care Center

This project consisted of the construction of a new, approximately 21,000-square-foot, building that will hold the preschool, kindergarten, administration, and support facilities for Cardinal Child Care Center. The project includes improvements to the new hardscape, ramps, retaining walls, stairs, and storm water infiltration best management practice (BMP) system. Twining provided geotechnical investigation services, in accordance with CGS and DSA standards. Jon served as Project Manager.

Santa Ana Unified School District, Oxford Academy Modernization

The project included construction of a new music building, landscaping, perimeter fencing and gates, along with interior conversions—transforming the library and choir shop into classrooms and a workshop, adding a new shop yard enclosure, and converting the existing band room into a library. Twining provided geotechnical observation, materials testing, and special inspection services, including testing of soils, structural steel, concrete, and masonry in accordance with DSA standards. Jon Browning served as Senior Project Manager.

Amir Ghavibazoo, PhD

Pavement Expert



Professional Summary

Dr. Amir Ghavibazoo, PhD, is a civil engineer with extensive experience in pavement materials and pavement engineering. His background includes research and applied work in pavement design and evaluation, asphalt material characterization and testing, mix design development, pavement preservation, rehabilitation strategies, and pavement management systems. He is well versed in both the empirical AASHTO method and Caltrans mechanistic–empirical approaches, allowing him to develop thoughtful, cost-effective pavement recommendations tailored to project needs. His broad understanding of pavement construction materials helps project teams make informed decisions that support long-term performance and budget efficiency.

Relevant Experience

Years of Experience
11 (in the industry)
11 (full time at Twining)

Education
PhD, Civil and Environmental Engineering, North Dakota State University

MS, Railways Engineering, Iran University of Science and Technology

BS, Industrial Engineering, Iran University of Technology

Office Address
4811 Airport Plaza Dr. Suite 220 Long Beach, CA 90815

References
Ramiro Fuentes
Assistant Civil Engineer
City of Santa Clarita,
rfuentes@santa-clarita.com

Los Angeles Unified School District, Valley Region High School

This 136,901-square-foot high school utilized a pre-existing steel frame structure from a hospital building that was torn down on the project site. In addition to the existing steel frame structure, the project included several new buildings including performing arts classrooms, library, multi-purpose room, gymnasium, food service and lunch shelter, central administration, play fields, and a multi-story parking garage. Twining provided materials testing and inspection services. Amir served as Concrete Engineer for this project.

Santa Ana Unified School District, Jefferson Elementary School Increment 2

Twining provided geotechnical engineering, materials testing, and deputy inspection services for the Jefferson Elementary School Increment 2 project, which included improvements to Buildings “I” and “H” and Parking Lots A and B. Our work encompassed grading and compaction observation, asphalt and pavement testing, reinforced concrete inspection, masonry testing, structural steel and welding inspections (field and shop), drilled-in anchors, diaphragm nailing, and all associated laboratory testing. Twining supported the project from initial document review through construction oversight, working under DSA requirements and coordinating closely with the District, design team, and contractor to verify compliance with the approved plans and specifications. Amir served as Concrete Engineer for this project.

Santa Ana Unified School District, Valley High School – Classroom Buildings

Twining provided geotechnical engineering, materials testing, and special inspection services. Our scope included soils observation and compaction testing, reinforced concrete inspection, masonry inspection and testing, structural steel and welding verification, high-strength bolting, batch plant monitoring, and related laboratory testing. Services were performed under a comprehensive inspection program with coordinated field staffing, laboratory support, and oversight by registered geotechnical and engineering professionals to ensure compliance with project plans, specifications, and DSA requirements. Amir served as a technical advisor on pavement-related considerations.

Boris Stein, DSc
Concrete Expert



Professional Summary

Boris Stein began his professional academic and engineering career in the Soviet Union, Moscow, in 1972. He joined Twining shortly after immigrating to the United States in 1994. His knowledge combines 53 years of experience in academia and industry. His specialized expertise includes cementing materials; concrete materials science; cast-in-place concrete technology; precast concrete technology; concrete pavements; rapid strength concrete for preservation and rehabilitation of pavements; testing of concrete and materials for concrete; troubleshooting concrete production and construction; and condition forensic evaluations of concrete structures and pavements with a particular emphasis on material performance.

Relevant Experience

Years of Experience
53 (in the industry)
31 (full time at Twining)

Education
MS, Engineering, Moscow Civil Engineering University

Academic Honoris Causa Doctoral Degree for Research, Materials Science, conferred upon him by Dubna University

Office Address
4811 Airport Plaza Dr. Suite 220 Long Beach, CA 90815

References
Jeff Throop,
President & CEO
George L. Throop Company
626.705.4782
jeff@throop.com

Los Angeles Unified School District, John Burroughs Middle School Comprehensive Modernization

Twining provided materials testing, special inspection, and condition assessment services. Our scope included GPR scanning to locate reinforcing steel, concrete core extraction and testing, reinforcing steel sampling and tensile testing, and condition assessment of structural elements in several buildings. Twining performed field investigations, laboratory testing, and documentation. Services were delivered under a time-and-materials NTE contract. Boris served as the Concrete Technical Expert.

Rialto Unified School District, Eisenhower High School, Stadium Reconstruction

Twining provided geotechnical observation, materials testing, and special inspection services. Our scope included geotechnical review and oversight during pad certification, utility installation, and foundation preparation; field density testing; laboratory testing of soils; and preparation of compaction reports. Twining's inspection team performed reinforced concrete, masonry, structural steel, welding, and high-strength bolting inspections, as well as testing for epoxy dowels, embeds, and anchors. Services were delivered in accordance with applicable building code requirements, supporting the District's quality control efforts throughout construction. Boris served as the Concrete Technical Expert.

William S. Hart Union High School District, West Ranch High School, Tennis Courts Condition Evaluation

Twining performed a condition evaluation of the West Ranch High School tennis courts to investigate surface bubbling, white precipitation, concrete popouts, and gel formation observed on the Plexipave-coated slabs. Our scope included a site visit, field observations, and extraction of concrete cores following GPR scanning to locate post-tension reinforcement. Laboratory petrographic analysis, alkali-content testing, and optional sulfate testing were used to assess potential alkali-silica reaction, moisture intrusion, and aggregate instability. Twining evaluated the concrete slab conditions, analyzed test results, and prepared a detailed report with findings and recommendations for the District. Boris served as the Project Executive.

Yiwen Bu, PhD, PE, LEED AP

Concrete Expert



Professional Summary

Dr. Yiwen Bu specializes in concrete material science and technology. She has special expertise in durability assessment and service life modeling of concrete, concrete proportioning, and construction practices allowing for mitigating risks of cracking and corrosion of concrete, implementation of thermal control protocols, and other practices enhancing the service life of structures and pavements. She is responsible for the design, review, and preconstruction evaluation of concrete, preparation of quality control and crack-mitigation plans for concrete pavement projects, engineering support, and overseeing the implementation of thermal control for mass concrete placements. As a part of the team led by Dr. Boris Stein, Yiwen participates in the practical implementation of practices enhancing the sustainability of concrete construction.

Relevant Experience

Years of Experience
16 (in the industry)
11 (full time at Twining)

Education
PhD, Materials Science and Engineering, Purdue University

BS, Materials Science and Engineering, University of Science and Technology

Office Address
4811 Airport Plaza Dr. Suite 220 Long Beach, CA 90815

References
Roman Cooper | Chief Inspector & Manager of Construction Services
City of Santa Clarita,
rfuentes@santa-clarita.com

Current Registrations/ Certifications/Specialized Training
Professional Engineer, Civil (PE), CA No. 85822

Los Angeles Unified School District, Wright Middle School

This DSA project featured the conversion of two classroom buildings into a Robotic and Flex Engineering classrooms building. The buildings and remodeling area totaled approximately 8400 square feet. Twining provided materials testing, inspection, and mixed design review services. Yiwen served as Concrete Laboratory Engineer and reviewed the concrete mix design.

Irvine Unified School District, Creekside High School Measure E Expansion

Twining provided geotechnical and soils testing and inspection services for the Creekside High School project, which includes the relocation of two existing modular buildings and the construction of a new science building that has two CTE laboratories, one science laboratory, and one innovation laboratory. Twining also provided concrete mix design review services. Yiwen served as Concrete Laboratory Engineer. She reviewed the mixed design and provided feedback and comments.

Anaheim Union High School District, Loara High School Pool Renovation

This DSA project featured the renovation of the pool area at Loara High School. The renovation included the replacement of the pool gutter, the removal and replacement of the pool deck, the shallowing of the deep end of the pool to make room for new piping, and the installation of new 50-foot-tall lighting on the pier foundation. Twining provided geotechnical investigation, as well as mixed design review services. Yiwen served as the Director of Concrete Engineering and reviewed the concrete mix design.

Long Beach Community College District, Kinesiology Lab & Aquatics Center

The kinesiology lab and aquatics center project spans over 700,000 square feet. The aquatics center will feature a new 50-meter pool with a support building of approximately 15,000 square feet. Our scope of services included soils and compaction testing, reinforced concrete, reinforced masonry, structural steel, epoxy dowels, and post-installed anchors. To ensure efficiency and continuity, Twining has staffed this project with multi-certified inspectors. Yiwen served as Concrete Laboratory Engineer and reviewed the concrete mix design.

Oxnard Union High School District

Del Sol High School



Project Type
New Construction – Full Campus Build

Construction Cost
$200 million

Project Dates
2020 - 2023

Subconsultants
N/A

Reference Contact
Brittany Villasenor
Director of Facilities, Maintenance and Operations
1800 Solar Drive
Oxnard, CA 93030
(805) 790-4646
brittany.villasenor@oxnardunion.org

Project Description

The Del Sol High School project was a comprehensive campus construction effort designed to expand the District's educational infrastructure. The project included extensive site development, utility improvements, and the construction of new facilities, all under the oversight of the Division of the State Architect (DSA). With a focus on quality assurance and code compliance, the District required a dependable partner to support construction with special inspection and materials testing services.

Twining was selected to provide as-needed special inspection and materials testing services throughout the duration of the project. Twining served as the Geotechnical Engineer of Record, overseeing field and laboratory testing for soils, concrete, masonry, asphalt, structural steel, and welding. The firm ensured that construction met all applicable codes and project specifications through daily reporting, real-time issue resolution, and collaboration with the general contractor, Bernards, and the Inspector of Record. With a Ventura-based team led by Project Manager Jeff Tawakoli, PE, Twining's local presence, union-affiliated inspectors, and deep experience with DSA projects helped deliver a successful and compliant completion of the new high school campus.

Oxnard Union High School District

Rancho Campana High School HVAC



Project Type
New Construction – Full Campus Build

Construction Cost
$200 million

Project Dates
2020 - 2023

Subconsultants
N/A

Reference Contact
Brittany Villasenor
Director of Facilities, Maintenance and Operations
1800 Solar Drive
Oxnard, CA 93030
(805) 790-4646
brittany.villasenor@oxnardunion.org

Twining provided materials testing and special inspection services for the Rancho Campana High School HVAC Project. The project involved HVAC system upgrades across multiple campus buildings, including Administration Building A, Science Building C1, Classroom Buildings C2 and C3, Food Service Building D, and the Exercise/Locker Building E. **Twining served as the Laboratory of Record** (LEA 244), delivering laboratory testing, field sampling, deputy inspection, and quality assurance oversight to ensure all work complied with DSA requirements and California Building Code standards. Twining provided continuous reporting and maintained collaboration with the Inspector of Record to support timely approvals and adherence to the approved scope of work.

Ventura Unified School District

Montalvo Elementary School



Project Type
Structural Improvements

Construction Cost
$848K

Project Dates
6/2024 - 12/2024

Subconsultants
N/A

Reference Contact
Ray Richards
Project Manager
805.342.6464
Ray.richards@venturausd.org

Twining is providing geotechnical engineering, special inspection, and materials testing services for structural improvements at Montalvo Elementary School, located in Ventura, CA . Twining assumed responsibility as the Geotechnical Engineer of Record effective November 1, 2024.

The scope of work includes geotechnical oversight for cast-in-place deep foundations. Twining's services also encompass field inspection, laboratory testing, reporting, and coordination with project stakeholders, including Ventura Unified School District, Balfour Beatty Construction, and ENGIE Services U.S.

Ventura Unified School District

Portola Elementary School Modernization



Owner Name
Ventura Unified School District

Project Type
Modernization – Structural Building Upgrades & Site Improvements

Construction Cost
$1 Million

Project Dates
5/2024 - 10/2024

Subconsultants
N/A

Reference Contact
Ray Richards
Project Manager
805.342.6464
Ray.richards@venturausd.org

Twining is providing materials testing and special inspection services in support of Ventura Unified School District's modernization of Portola Elementary School. The project includes upgrades to existing campus buildings and site improvements requiring verification of structural concrete, reinforcing steel, masonry, and related construction materials. Twining's role includes laboratory testing, field sampling, deputy inspection, batch plant monitoring, soils and compaction testing, and continuous coordination with the project team to maintain DSA compliance.

Our inspection and testing services ensure that structural elements are constructed in accordance with the approved DSA plans, specifications, and applicable code requirements. Twining provides ongoing documentation, daily reporting, and quality assurance oversight throughout the duration of construction.

Las Virgenes Unified School District

Lindero Canyon Middle School, Multi-Purpose Building



Owner Name
Ventura Unified School District

Project Type
New Build – Structural

Construction Cost
$293K

Project Dates
10/2006 - 1/2013

Subconsultants
N/A

Reference Contact
Ivan Hurtado Vazquez
Project Engineer
Balfour Beatty
805.561.1152
ihvazquez@balfourbeattyus.com

Twining provided comprehensive materials testing and special inspection services for the construction of the new Multi-Purpose Building at Lindero Canyon Middle School. Our work encompassed shop welding, field welding, masonry inspection, batch plant inspection, and concrete quality control.

As part of this project, Twining verified conformance of structural welding performed both in the fabrication shop and in the field, ensuring compliance with the DSA-approved structural drawings and AWS welding standards. Twining also performed masonry inspections, confirming reinforcement placement, grout procedures, and material compliance with project specifications.

In addition, Twining provided batch plant inspection and concrete quality control services, overseeing concrete production, delivery, and placement to ensure that mix designs, materials, and testing procedures aligned with applicable ASTM, CBC, and DSA requirements. All inspection categories—shop welding, field welding, masonry, and batch plant/concrete QC—were officially verified through the DSA-292 process.

This work supported the successful delivery of a new campus facility for Las Virgenes Unified School District, ensuring structural integrity and regulatory compliance through every phase of construction.

D. FEE PROPOSAL

Project Understanding

This proposal is based upon the RFP, the plans and specifications provided, as well as our experience providing geotechnical and material testing services similar in scope and magnitude. The proposed project will consist of a two-story classroom building, an administrative building and a multipurpose building. Along with a new parking lot and drop-off area with two (2) PV canopy structures. The parking lot will include EV charging stations with solar panels. The Distrust's project will also include eight (8) new basketball courts.

Special Inspection and Material Testing Scope of Services

Please note that we have provided in our scope and cost projection worksheet allowances for the following comprehensive testing and inspection requirements:

- Geotechnical Engineering and Oversight (Twining will be responsible for engineering and field compaction, soil testing duties and laboratory testing);
- Reinforced Masonry (Twining to provide Certified DSA Masonry);
- Reinforced concrete – Twining will provide ACI Technician for concrete QC of air, slump, and water control and collection of concrete cylinder samples (Twining will observe and report rebar and concrete placement);
- Batch Plant Technician;
- Structural steel (field and shop visual and non-destruct testing) (Twining will provide AWS-CWI for field and shop-related visual and NDT testing):
- Epoxy dowels, wedge anchors, and embeds (Twining will provide pull and torque testing and installation observation/inspection).

Geotechnical Testing and Scope of Services

Our proposed scope of geotechnical engineering services is as follows:

- **Assume Role as Geotechnical Engineer of Record (GEOR):** A geotechnical engineer will review the geotechnical report and the project plans and specifications. We will provide a letter to submit to DSA that states our acceptance of the role and responsibilities of the geotechnical engineer of record for the project. We strongly recommend a pre-construction meeting involving the geotechnical engineer so that the geotechnical requirements are clear prior to the start of construction. At this meeting, the geotechnical engineer will coordinate geotechnical engineering requirements with the contractor and owner representative.
- **Soils Inspection and Testing:** Our soils technician will provide continuous observation during the grading of the site grading. In addition, they will document removal bottoms and provide field density testing during compaction, utility trench backfill, and placement of pavement sections. Testing will utilize the nuclear gauge method in conjunction with the sand cone method as required by DSA. Materials used as fill will be sampled and tested in our laboratory. We anticipate that the testing may include maximum dry density-optimum moisture content, expansion index, corrosivity testing, and/or sieve analyses. The actual testing program will depend upon the soil exposed during construction and whether imported soil will be required.
- **Geotechnical Observations:** Our geotechnical engineer will perform periodic site visits to observe the as-grade conditions and the excavation for the proposed footings. The purpose of the observations is to check for conformance with the project geotechnical recommendations.
- **Compacted Fill Report:** Upon completion of the backfill, we will prepare a compacted fill report summarizing our observations and test results, which will be our "As-built Geotechnical Report" required by DSA.

- **Asphalt Inspection and Testing:** Our asphalt technician will provide continuous observation and testing during the placement of asphalt. Additionally, we will provide asphalt batch plant inspection during the first day of asphalt placement. Samples during asphalt inspections will be taken to our laboratory for testing.
- **Geotechnical Engineering Support:** We will provide as-needed geotechnical engineering support during construction upon assuming the role of geotechnical engineer of record for the project. We will provide plan review, responses to RFI's, and other as-needed geotechnical engineering support to complete the project in a timely manner.

Budget Cost Analysis

Though we have included a budgetary cost estimate for our services (see attached), these estimates are not intended to be lump sums or guaranteed costs. This estimate is on a time and material basis, and the final cost will vary based on the actual hours served and the General Contractor's methods and means for the project. Also, it does not account for overtime and is contingent upon the phasing of the project and progress of construction

Limitations

Please notify us immediately if the proposed scope of services does not meet your current needs or if any significant changes are made to the proposed development so that we can revise our scope of services. Revision of the scope of services may affect the estimated fee. The observation and testing to be performed by our technicians and inspectors will not necessarily mean that the work performed by the contractor is following the project plans and specifications. The contractor shall be responsible for the quality and conformance of work to the project plans and specifications. The proposed scope of services is consistent with the level of care and skill ordinarily exercised by engineering professionals with experience in this area. No other warranty, either expressed or implied, is made. Please note inspectors and soil technicians will apply the 4-hour and 8-hour minimum charges for the duration of the project.

Conclusion

To emphasize once again, Twining will assign one team of multi-licensed staff throughout the duration of the project, which will create consistency and provide for a seamless close-out process at the conclusion of the project.

Estimated Total for Proposed Services:

Twining's estimated total of $249,274 shall act as a not to exceed without prior authorization.

The following pages contain a complete line-item estimated budget breakdown of proposed services and fees followed by Twining's complete schedule of proposed fees.

Proposed Budget

Project Names: Oxnard SD, Fremont MS Reconstruction
Proposal No: 25-2324
Date: Novemeber 16, 2025

Twining Consulting, Ventura
Michael J Molina
(951) 552-0031

	Description of Work	Units		Rate	Total
DIVISION 2: SITE CONSTRUCTION					
Soils Technician	Excavation / Grade / Backfill / Subgrade / Footings / Piers	280	Hours	$ 118.00	$33,040
Soils Technician	Asphalt Areas - Utility Trench and Equipment Bottoms / Backfill	48	Hours	$ 118.00	$5,664
Principal Engineer/Geologist	Document Review / Assume GEOR / Response to RFI's	6	Hours	$ 280.00	$1,680
Certified Engineering Geologist	Project Oversight / Site Visits	46	Hours	$ 275.00	$12,650
Geotechnical Laboratory Testing		1	Allowance	$ 1,800.00	$1,800
Clerical / Report Distribution			4%		$2,193
		SUB-TOTAL			**$54,834**
DIVISION 3: CONCRETE					
Special Inspector/Registered Deputy Inspector - Reinforced Concrete	Rebar, Placement, Epoxy Dowels, Embeds	224	Hours	$ 118.00	$26,432
Special Inspector/Registered Deputy Inspector - Drilled In Anchors		40	Hours	$ 118.00	$4,720
Field Engineering Technician - Pull Testing and Torque Testing		48	Hours	$ 125.00	$6,000
Concrete Quality Control (ACI Technician)	Sampling / Site & Flatwork	180	Hours	$ 118.00	$21,240
Batch Plant Quality Control / ACI Technician		200	Hours	$ 118.00	$23,600
Sr. Staff Engineer / Project Manager	Mix Design Review, Inspection Scheduling, Lab & Field Report Review, DSA Compliance, DSA Box Reporting and Distribution, Interim & Final Verified Reports	30	Hours	$ 175.00	$5,250
Compression Strength: 4" x 8" Cylinders		192	Tests	$ 45.00	$8,640
Compression: 2" Grout Cubes (ASTM C109)		9	Tests	$ 65.00	$585
Tensile Test: # 11 or Smaller		12	Tests	$ 85.00	$1,020
Bend Test: # 11 or Smaller		12	Tests	$ 85.00	$1,020
Sampling and Tagging of Reinforcing Steel		8	Hours	$ 118.00	$944
Standard Sample Pickup		20	Hours	$ 95.00	$1,900
Clerical / Report Distribution			4%		$4,054
		SUB-TOTAL			**$68,253**
DIVISION 4: MASONRY					
Special Inspector/Registered Deputy Inspector		200	Hours	$ 118.00	$23,600
Special Inspector/Registered Deputy Inspector - Drilled In Anchors	Post Installed Anchors	24	Hours	$ 118.00	$2,832
Field Engineering Technician - Pull Testing and Torque Testing		16	Hours	$ 125.00	$2,000
Sr. Staff Engineer / Project Manager	Mix Design Review, Inspection Scheduling, Lab & Field Report Review, DSA Compliance, DSA Box Reporting and Distribution, Interim & Final Verified Reports	17	Hours	$ 175.00	$2,940
Core Compression		3	Tests	$ 65.00	$195
Compression Test: Composite Masonry Prisms Up To 8" x 16"		12	Tests	$ 240.00	$2,880
Compression: Grout and Mortar		24	Tests	$ 65.00	$1,560
Standard Sample Pickup		8	Hours	$ 95.00	$760
Coring - Crew and Equipment		8	Hours	$ 425.00	$3,400
Sampling and Tagging		8	Hours	$ 118.00	$944
Clerical / Report Distribution			4%		$1,644
		SUB-TOTAL			**$42,755**
DIVISION 5: METAL					
Shop Fabrication					
AWS Certified Welding Inspector	Assuming Local a Local Fabricator	224	Hours	$ 118.00	$26,432
Nondestructive Testing Technician		20	Hours	$ 118.00	$2,360
Sr. Staff Engineer / Project Manager		17	Hours	$ 175.00	$2,989
Clerical / Report Distribution			4%		$1,271
Field					
AWS Certified Welding Inspector	Structural Steel Welding and Bolting	280	Hours	$ 118.00	$33,040
AWS Certified Welding Inspector	Solar Panel Attachments Torque Testing; Continuous Inspection	48	Hours	$ 118.00	$5,664
Nondestructive Testing Technician	Ultra Sonic / Mag. Partial	24	Hours	$ 150.00	$3,600
Sr. Staff Engineer / Project Manager	WSP, Inspection Scheduling, Lab / Field Report Review, DSA Compliance, DSA Box Reporting and Distribution, Interim & Final Verified Reports	25	Hours	$ 175.00	$4,375
Brinnel and Rockwell Hardness (ASTM E18)		18	Tests	$ 95.00	$1,710
Bolt: Axial Tensile Test (Up to 7/8" diameter)		6	Tests	$ 95.00	$570
Bolt: Proof Load Test (Up to 7/8")		6	Tests	$ 110.00	$660
Nut: Proof Load Test (Greater than 7/8" up to 1" diameter)		6	Tests	$ 95.00	$570
Standard Sample Pickup		2	Hours	$ 95.00	$190
Clerical / Report Distribution			4%		$2,015
		SUB-TOTAL			**$83,431**

REMARKS: This proposal is based on the provided plans and specifications. See attached schedule of fees for additional terms and conditions. Our services will be provided on a time and materials basis.

GRAND TOTAL	**$249,274**

Schedule Of Fees For Oxnard SD

Prevailing Wage

NOTE: Rates will be adjusted annually each July 1st to reflect increased costs.

Personnel Rates: Per Hour Unless Otherwise Noted

Task Code	Engineering And Consulting Personnel	Rate
10026	Senior Principal Advisor/Consultant	$ 390.00
10001	Principal Engineer/Geologist	$ 280.00
10017	Metallurgical Engineer	$ 390.00
70000	Registered Geotechnical Engineer	$ 280.00
10010	Technical Advisor	$ 260.00
10011	Material Scientist, Welding/NDT Consultant	$ 275.00
70003	Registered Geologist/Certified Engineering Geologist	$ 275.00
10003	Senior Engineer/Geologist	$ 250.00
10009	Registered Civil Engineer	$ 240.00
60003	Roofing/Waterproofing Consultant	$ 265.00
10013	Project Engineer/Manager	$ 175.00
30000	Quality Control Manager	$ 235.00
10005	Senior Staff Engineer/Geologist	$ 220.00
10007	Staff Engineer/Geologist	$ 205.00
10015	Quality Control Administrator	$ 205.00
10019	Metallurgical Technician	$ 175.00
90001	CADD Operator/Draftsperson	$ 160.00
95103	Administrative Support	$ 105.00
70107	Field Supervisor	$ 195.00
91030	Safety Supervisor	$ 195.00
20000	Laboratory Manager	$ 180.00
98000	Laboratory Technician	$ 155.00
90005	Expert Witness Testimony	$ 630.00
91010	Qualified SWPPP Developer	$ 220.00
91000	Qualified SWPPP Practitioner	$ 205.00
30001	Vibration Engineer	$ 240.00

Task Code	Field Inspection Personnel	Rate
10101	Concrete/Reinforced Steel Inspector	$ 118.00
10103	Prestressed/Post Tensioned Inspector	$ 118.00
10105	Concrete ICC Inspector	$ 118.00
10109	Drilled-In-Anchor Inspector	$ 118.00
10111	Gunite/Shotcrete Inspector	$ 125.00
10113	Masonry Inspector	$ 118.00
10201	Structural Steel/Welding Inspector	$ 118.00
10203	AWS Certified Welding Inspector	$ 118.00
10207	Fireproofing Inspector	$ 118.00
10501	Lead Inspector	$ 118.00
10115	Firestop Special Inspector - IFC Premier	$ 165.00
10117	Firestop Special Inspector - IQP	$ 165.00
70109	L.A. Deputy Grading Inspector	$ 165.00
75001	Asphalt Field and Plant Inspector/Technician	$ 118.00
70103	Pile Driving Inspector	$ 118.00
70101	Soils Technician	$ 118.00
10107	Concrete Quality Control (ACI/Caltrans Technician)	$ 118.00
10122	Wood Framing Inspector	$ 118.00
60001	Roofing/Waterproofing Inspector	$ 185.00
10500	Public Works Inspector	$ 165.00
10515	Mechanical Inspector	$ 150.00
10519	Electrical Inspector	$ 150.00
10521	Plumbing Inspector	$ 150.00
10523	Building Inspector	$ 150.00
30002	Vibration Monitoring Technician	$ 160.00
50003	Field Engineering Technician	$ 125.00

Task Code	Shop Inspection Personnel	Rate
10301	Structural Steel Fabrication Inspector	$ 118.00
10309	Batch Plant Quality Control Technician/Inspector	$ 118.00
10325	Glue-Laminated Fabrication Inspector	Quotation
10328	Pre-Cast Concrete/Pipe Fabrication Inspector	$ 125.00

Task Code	Nondestructive Testing Personnel	Rate
10401	NDE Ultrasonic Testing Technician	$ 150.00
10403	NDE Magnetic Particle Testing Technician	$ 150.00
10405	NDE Dye Penetrant Testing Technician	$ 150.00
10305	Combination NDE Technician/Welding Inspector	$ 155.00
10409	Radiographic Testing (Crew Of 2)	**Quotation**
10020	NDE Engineer	$ 255.00

Task Code	Equipment Usage (Daily Unless Otherwise Noted)	Rate
95318	Skidmore	$ 65.00
95309	Torque Wrench, Small	N/A
95312	Torque Wrench, Large	N/A
95315	Torque Multiplier	N/A
95321	Air Meter	N/A
95322	Unit Weight Bucket	N/A
95323	Field Concrete Scale	N/A
95324	2" x 2" x 2" Mold	N/A
95343	Nuclear Gauge (Per Hour)	N/A
95319	Sand Cone Density Test Equipment	$ 60.00
95333	Pull Test Equipment	$ 74.00
95348	Concrete/Asphalt Coring Equipment	$ 720.00
95336	Floor Flatness (Dipstick)	$ 63.00
95330	Schmidt Hammer	N/A
95341	Vapor Emission Test Kits	$ 58.00
95342	Relative Humidity Probe	$ 90.00
95339	UPV (Ultrasonic Pulse Velocity) Meter	$ 420.00
95351	Fireproofing Adhesion/Cohesion (Per Test)	$ 42.00
95300	A Scan Ultrasonic Equipment And Consumables	$ 100.00
95303	Magnetic Particle Equipment And Consumables	$ 53.00
95306	Liquid Penetrant Consumables	$ 48.00
95307	Phased Array Ultrasonic Equipment (Per Hour)	$ 105.00
95347	Ground Penetrating Radar	$ 400.00
95345	Impact Echo	$ 405.00
95362	Ultrasonic Tomography	$ 525.00
95349	Inertial Profiler (Per Hour)	Quotation
95352	Borescope	$ 315.00
95356	Infrared Camera	$ 105.00
95357	Project Dedicated Vehicle	$ 189.00
95364	Roller Compacted Concrete Vibrating Hammer/Tamping Plate	$ 84.00
95367	Half-Cell Potential Equipment Set	$ 405.00
95368	Concrete Electrical Resistivity Meter	$ 189.00
95369	Field Hardness (Steel)	$ 116.00
95370	Coating Thickness Gauge	$ 166.00
95373	Curing Box (Not Temperature Controlled, One-Time Fee/ Per Box)	N/A
95371	Temperature Control Curing Box (Per Month)	N/A
95372	Temperature Matching Curing Box (Per Month)	N/A

Task Code	Specimen Pick-Up	Rate
20107	Technician For Specimen Pick-Up Not Listed Above (Per Hour, 2-Hour Minimum)	$ 95.00
20109	Technician For Specimen Pick-Up Before 5:00 a.m. Or After 5:00 p.m. Monday Thru Friday, Or All Day Saturday (Per Hour, 2-Hour Minimum Plus Mileage)	$ 220.00

Task Code	Jobsite Trailer, Mobile Or On-site Laboratory	Rate
95360	Portable Or Mobile Laboratory Unit	Quotation
95374	Jobsite Trailer, Conex, Or Equipment Storage Box	Quotation

Task Code	Concrete Tests (Field Made Specimens)	Rate
20201	6" x 12" Cylinder Compression Strength (ASTM C39)	$ 45.00
20202	4" x 8" Cylinder Compression Strength (ASTM C39)	$ 45.00
20203	Density Of Structural Lightweight Concrete Equilibrium Oven Dry Method (ASTM C567)	$ 125.00
20205	Core Compression Including Trimming (ASTM C42)	$ 105.00
20207	6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293 or CTM 523)	$ 145.00
20209	Splitting Tensile Strength (ASTM C496)	$ 145.00
20211	Modulus Of Elasticity Test (ASTM C469)	$ 375.00
80003	Rapid Chloride Permeability Test: Cylinders Or Cores (ASTM C1202)	$ 610.00
80006	Density, Absorption, And Voids In Hardened Concrete (ASTM C642)	$ 610.00
40005	Flexural Toughness (ASTM C1609, Formerly ASTM C1018)	$ 963.00
40006	Double Punch Strength Of Fiber Reinforced Concrete	$ 642.00
40009	Coefficient Of Thermal Expansion Of Concrete (CRD 39, AASHTO T336)	$ 696.00
40012	Bulk Electrical Resistivity (One Age Of Testing, ASTM C1876)	$ 172.00
80013	Flexural Tensile Strength Of Metallic Fiber Reinforced Concrete Beam (EN 14651)	$ 1,070.00

Task Code	Concrete Specimen Preparation	Rate
20151	Sawing Of Specimens (Each)	$ 65.00
20157	Coring Of Specimens In Lab (Each)	$ 65.00
20159	Grinding Of Concrete Below 6000 psi Strength (Each)	$ 100.00
20160	Grinding Of Concrete 6000 psi Strength And Above (Each)	$ 120.00

Task Code	Laboratory Trial Batch: Concrete, Cement And Mortar	Rate
30216	Compression Test 4" x 8" Cylinders Made And Tested In Laboratory (ASTM C192, C35)	$ 63.00
30217	Compression Test 6" x 12" Cylinders Made And Tested In Laboratory (ASTM C192, C35)	$ 73.00
30219	6" x 6" x 18" Flexural Beams Made And Tested in Laboratory (ASTM C192, C78)	$ 150.00
30223	Splitting Tensile Strength Cylinders Made And Tested In Laboratory (ASTM C192, C496)	$ 150.00
30225	Modulus of Elasticity Test Cylinders Made And Tested In Laboratory (ASTM C192, C469)	$ 364.00
30227	Density Of Structural Lightweight Concrete Made In Laboratory, Equilibrium or Oven Dry Method (ASTM C567)	$ 124.00
30237	Bulk Electrical Resistivity (ASTM C1876)	$ 188.00
30201	Laboratory Trial Batch (ASTM C192/Lab Procedure Performance)	$ 589.00
30203	Concrete Mixture Design For Preconstruction Evaluation And Backup Data Development	$ 343.00
30205	Drying Shrinkage Up To 28 Days, Three 3" x 3" Or 4" x 4" Bars, Five Readings Up To 28 Dry Days (ASTM C157)	$ 557.00
30230	Additional Reading, Per Set Of Three Bars	$ 65.00
30231	Storage Over Ninety (90) Days, Per Set Of Three Bars, Per Month	$ 54.00
30207	Setting Time Up To 7 Hours (ASTM C403)	$ 214.00
30209	Bleeding (ASTM C232)	$ 193.00
30229	Concrete Restrained Expansion (ASTM C878)	$ 749.00
30211	Mix, Make and Test Mortar or Grout Specimens for Compressive Strength: Set of 6 (ASTM C878)	$ 642.00
20263	Non-Shrink Grout: Height Change After Final Set (ASTM C1090)	$ 642.00
20265	Non-Shrink Grout: Height Change At Early Age (ASTM C827)	$ 910.00
30232	Cracking Resistance, Set Of Three Rings, Laboratory Trial Batching, Test Until Cracking Or Up To 28 Days (ASTM 1581)	$ 6,634.00
30233	Evaluation Of Pre-Packaged Masonry Mortars (ASTM C270)	$ 1,391.00
30234	Creep (ASTM C512) (One Age Of Loading, 12 Months Duration Of Testing)	$ 9,095.00
80198	Laboratory Development of Strength-Maturity Curve Without Establishing Datum Temperature (Up To 5 Testing Ages, ASTM C1074)	$ 3,424.00
80199	Laboratory Development Of Strength-Maturity Curve With Establishing Datum Temperature (Up to 5 Testing Ages, ASTM C1074)	$ 5,664.00

Task Code	Evaluation of Mixing Water for Concrete	Rate
80246	Evaluation of Mixing Water For Concrete Per The Requirements Of ASTM C1602, Table 1 (Physical Properties Of Mortar), Per Sample	$ 1,070.00
80248	Evaluation Of Mixing Water For Concrete Per The Requirements Of Caltrans, Section 90, Per Sample	$ 1,284.00

Task Code	Concrete - Chemical Analysis, Transport Properties, Service Life Modeling, Petrographic Examination	Rate
80123	Acid-Soluble Chloride Analysis (ASTM C1152) Includes Sample Prep)	$ 134.00
80126	Water-Soluble Chloride Analysis (ASTM C1218) (Includes Sample Prep)	$ 161.00
80193	Chloride Diffusion Coefficient Of Cementitious Mixtures By Bulk Diffusion (ASTM C1556)	$ 2,996.00
80159	Bulk Resistivity (ASTM C1876) And Formation Factor	$ 696.00
80204	Chloride Binding Isotherm	$ 910.00
80206	Analytical And Experimental (ASTM C1556) Modeling Of Service Life Of Concrete Per Life-365 Model, Per Mixture Design	$ 8,560.00
80208	Analytical And Experimental (NordTest) Modeling Of Service Life Of Concrete Per FIB Model Code 34, Per Mixture Design	$ 8,560.00
80210	Non-Steady State Chloride Migration Coefficient, NordTest 492	$ 669.00
80212	Petrographic Examination Of Hardened Concrete, Level I (ASTM C856) (Excludes Thin Section), Per Sample	$ 1,750.00
80129	Petrographic Examination Of Hardened Concrete, Level II (ASTM C856) Includes Thin Section, Per Sample	$ 2,250.00
80218	Petrographic Examination Of Hardened Concrete, Level III (ASTM C856/C1723) (Thin Section And SEM/EDX), Per Sample	$ 3,500.00
80222	*W/CM* Determination (NordTest Build 361)	$ 1,338.00
80224	Examination Of Volumetric Proportions Of Hardened Concrete (ASTM C457), Per Sample	$ 535.00
80228	Air Void Analysis Of Hardened Concrete (ASTM C457), Per Sample	$ 750.00
80232	Electron Microscopy (ASTM C1723)	$ 803.00
80234	Paste Carbonation Analysis, Per Sample	$ 268.00
80238	Insoluble Residue Analysis (ASTM C1324)	Quotation
80240	Alkali-Silica - Damage Rating Index (DRI), Per Sample	$ 1,338.00

Task Code	Qualification Of Cements	Rate
80100	Chemical Analysis Of Portland Cement Per Standard Requirements (ASTM C150)	$ 803.00
80103	Physical Testing Of Portland Cement Per Standard Requirements (ASTM C150)	$ 803.00
80194	Physical Testing Of Type K Cement, Mortar Expansion (ASTM C806)	$ 803.00
80195	Physical Testing And Chemical Analysis Of Portland Cement Per Standard Requirements (ASTM C150)	$ 1,498.00
80106	Partial Analysis Or Specific Physical Tests	Quotation
80110	Sulfates Resistance Of Hydraulic Cement (ASTM C1012), 6 Months	$ 3,210.00
80111	Sulfates Resistance Of Hydraulic Cement (ASTM C1012), 12 months	$ 3,531.00
80149	Type 1L Cement (ASTM C595; Excludes Special Properties)	$ 1,498.00
80151	Clinker Microscopy, Per Sample	$ 910.00

Task Code	Physical Testing Of Chemical Admixtures For Concrete	Rate
80196	Qualification Of Admixture (ASTM C494)	Quotation

Task Code	Evaluation Of Pozzolans And Slag Cement	Rate
80140	Chemical Analysis Of Fly Ash Per Standard Requirements (ASTM C618)	$ 803.00
80143	Physical Testing Of Fly Ash Per Standard Requirements (ASTM C618)	$ 803.00
80146	Partial Analysis Or Specific Physical Tests	Quotation
80147	Chemical Analysis And Physical Testing Of Fly Ash Per Standard Requirements (ASTM C1618)	$ 1,498.00
80250	Qualification Of Silica Fume Per Standard Requirements (ASTM C1240)	$ 1,498.00
80252	Qualification Of Slag Cement Per Standard Requirements (ASTM C989)	$ 1,498.00
80254	Effectiveness Of Pozzolans & Slag Cement In Mitigating Expansion Due To ASR (ASTM C441)	$ 1,498.00

Task Code	Mass Concrete - Engineering And Testing Services	Rate
80256	Thermal Control Plan (Without Cooling Pipes) Per A Unique Type Of Placement Of Similar Group Of Placements, Each Plan	$ 9,000.00
80258	Thermal Control Plan (With Cooling Pipes), Per A Unique Type Of Placement Of Similar Group Of Placements, Each Plan	$ 10,500.00
80260	Performance Based Maximum Temperature Difference Laboratory & Analytical Studies, One Concrete Mixture Design	$ 6,000.00

Task Code	Rock And Concrete Aggregates - Petrographic Examination & Special USACE & CRD Tests	Rate
80262	Rock Type Description, Per Sample (Rock Core Or Rock Chunk)	$ 1,000.00
80263	Rock Type Description + XRD Including Clay Analysis, Per Sample	$ 1,500.00
80266	Natural Aggregates - Petrographic Examination (Gravel And Natural Sand Consisting Of Single Rock Type ASTM C295) Each, One Sample	$ 2,750.00
80268	Crushed Aggregates - Petrographic Examination (Crushed Rock And Manufactured Sand Consisting Of Single Rock Type ASTM C295), Each, One Sample	$ 2,750.00
80270	Coarse Aggregate Certification For Deleterious Materials Per Specifications Of USACE, Materials Coarser Than 0.75-Inch Each, One Sample, 200 lb.	$ 6,500.00
80272	Coarse Aggregate Certification For Deleterious Materials Per Specifications Of USACE, 0.75-Inch And Finer Material, Each, One Sample, 25 lb.	$ 5,500.00
80274	Fine Aggregate Certification For Deleterious Materials Per Specifications Of USACE, Each, One Sample	$ 2,750.00
80276	Aggregate, Scratch Hardness (CRD-C 130), Each, One Sample, 25 lb.	$ 500.00

Task Code	Soils And Aggregate Tests	Rate
30503	Abrasion: LA Rattler (ASTM C131)	$ 210.00
30505	Abrasion: LA Rattler (ASTM C535)	$ 225.00
70301	Atterberg Limits/Plasticity Index (ASTM D4318, CTM 204)	$ 190.00
70303	California Bearing Ratio Excluding Maximum Density (ASTM D1883) Soil	$ 650.00
70304	California Bearing Ratio Excluding Maximum Density (ASTM D1883) Cement-Treated Soil	$ 690.00
70344	Cement-Treated Soil/Base Mix Design: Includes Three Trial Cement Contents With Three Unconfined Compressive Strength Specimens Per Cement Content	$ 4,000.00
70305	Chloride And Sulfate Content (CTM 417, CTM 422)	$ 180.00
30403	Clay Lumps And Friable Particles (ASTM C142)	$ 210.00
30321	Cleanness Value 1" x #4 (CTM 227)	$ 180.00
30322	Cleanness Value 1.5" x .75" (CTM 227)	$ 285.00

Task Code	Soils And Aggregate Tests, Continued	Rate
70393	Collapse Potential/Index (ASTM D5333)	$ 232.00
70396	Compressive Strength Of Molded Soil-Cement Cylinders (ASTM D1633)	$ 120.00
70309	Consolidation Test Full Cycle (ASTM 2435, CTM 219)	$ 205.00
70311	Consolidation Test Time Rate Per Load Increment (ASTM D2435, CTM 219)	$ 47.00
70313	Corrosivity Series Sulfate, Cl, pH, Resistivity (CTM 643, 417, and 422)	$ 290.00
70315	Crushed/Fractured Particles (ASTM D5821, CTM 205)	$ 180.00
70317	Direct Shear Test Remolded And/Or Residual (ASTM D3080)	$ 275.00
70319	Direct Shear Test Undisturbed - Slow [CD] (ASTM D3080)	$ 275.00
70321	Direct Shear Test Undisturbed - Fast [CU] (ASTM D3080)	$ 225.00
70378	Durability Index Per Method - A,B,C, or D (ASTM D3744, CTM 229)	$ 230.00
70325	Expansion Index (ASTM D4829, UBC 18-2)	$ 190.00
75004	Fine Aggregate Angularity (ASTM C1252, CTM 234, AASHTO T304)	$ 200.00
30507	Flat And Elongated Particle (ASTM D4791)	$ 250.00
30508	Flat Or Elongated Particle (ASTM D4791)	$ 220.00
70331	Maximum Density Methods A/B/C (ASTM D1557, D698, CTM 216)	$ 215.00
70333	Maximum Density Check Point (ASTM D1557, D698)	$ 75.00
70335	Maximum Density AASHTO C [Modified] (AASHTO T-180)	$ 225.00
70336	Maximum Index Density Vibratory Table (ASTM D4253)	$ 356.00
70337	Moisture Content (ASTM D2216, CTM 226)	$ 45.00
70339	Moisture and Density Ring Sample (ASTM D2937)	$ 40.00
70341	Moisture and Density Shelby Tube Sample (ASTM D2937)	$ 50.00
70340	Moisture-Density Relations Of Soil-Cement Mixtures Premixed In The Field (ASTM D558)	$ 285.00
70342	Moisture-Density Relations Of Soil-Cement Mixtures Mixed In The Lab (ASTM D558)	$ 400.00
70328	pH Of Soils (ASTM D4972)	$ 65.00
70330	Organic Content Of Soils (ASTM D2974, Method A Only)	$ 90.00
30401	Organic Impurities (ASTM C40, CTM 213)	$ 95.00
70343	Permeability (ASTM D5084)	Quotation
80001	Potential Reactivity Chemical Method (ASTM C289 - Discontinued Method)	$ 800.00
70394	Potential Reactivity Mortar Bar Expansion Method, 14-Day Exposure (ASTM C1260)	$ 990.00
70391	Potential Reactivity Mortar Bar Expansion Method, 28-Day Exposure (ASTM C1260)	$ 1,100.00
70398	Potential Reactivity Concrete Bar Expansion Method (ASTM C1293), 12 month	$ 2,995.00
70399	Potential Reactivity Concrete Bar Expansion Method (ASTM C1293), 24 month	$ 3,320.00
70397	Potential Reactivity of Aggregate Combination, Non-Standard Method; 14-Day Exposure, Mortar (After ASTM C1567)	$ 1,175.00
70392	Potential Reactivity Of Aggregate Combination, Non-Standard Method; 28-Day Exposure, Mortar (After ASTM C1567)	$ 1,230.00
70345	R-Value Soil (ASTM 2844, CTM 301)	$ 500.00
70347	R-Value Aggregate Base (ASTM D2844, CTM 301)	$ 550.00
70349	Sand Equivalent (ASTM D2419, CTM 217)	$ 140.00
70351	Sieve #200 Wash Only (ASTM D1140, CTM 202)	$ 125.00
70353	Sieve With Hydrometer 3/4" Gravel To Clay (ASTM D422, D7928, CTM 203)	$ 275.00
70355	Sieve With Hydrometer Sand To Clay (ASTM D422, D7928, CTM 203)	$ 275.00
70357	Sieve Analysis Including Wash (ASTM C136, CTM 202)	$ 175.00
70359	Sieve Analysis Without Wash (ASTM C136, CTM 202)	$ 135.00
70360	Sieve Analysis Split Sieve (ASTM C136, CTM 202)	$ 250.00
70361	Sieve Analysis Without Wash With Cobbles (ASTM C136, CTM 202)	$ 250.00
70363	Soundness Sodium Or Magnesium Sulfate, 5 Cycles (ASTM C88)	$ 464.00
70365	Specific Gravity And Absorption Coarse (ASTM C127, CTM 206)	$ 120.00
70367	Specific Gravity and Absorption Fine (ASTM C128, CTM 207)	$ 170.00
70369	Swell/Settlement Potential One Dimensional (ASTM D4546)	$ 155.00
70371	Triaxial	Quotation
70373	Unconfined Compression (ASTM D2166, CTM 221)	$ 196.00
30317	Unit Weight Per Cubic Foot (ASTM C29, CTM 212)	$ 129.00
30319	Voids In Aggregate With Known Specific Gravity (ASTM C29, CTM 212)	$ 129.00
30411	Lightweight Particles Coarse, with Two Solutions (ASTM C123)	$ 535.00
30412	Lightweight Particles Fine, with One Solution (ASTM C123)	$ 258.00
30412	Method of Test for Relative Mortar Strength of Portland Cement Concrete Sand (CT 515)	$ 1,400.00

Task Code	Asphalt Concrete Tests	Rate
75031	HMA Mixing And Preparation	$ 140.00
75032	HMA Mixing And Preparation With Aggregate Treatment	$ 196.00
75033	Bulk Specific Gravity Of Compacted Sample Or Core SSD (ASTM D2726, CTM 308C)	$ 62.00
75036	Bulk Specific Gravity Of Compacted Sample Or Core Paraffin Coated (ASTM D1188 and CTM 308A)	$ 88.00

Task Code	Asphalt Concrete Tests, Continued	Rate
75040	Emulsion Residue, Evaporation (ASTM D244)	$ 200.00
75024	Extraction % Bitumen (ASTM D6307, CTM 382)	$ 200.00
75027	Extraction % Bitumen And Gradation (ASTM D5444, D6307, CTM 202, 382)	$ 245.00
75028	Extraction % Bitumen, Correction Factor (ASTM D6307, CTM 382)	$ 400.00
75030	Chemical Extraction % Bitumen And Sieve Analysis (ASTM D2172 Method A or B, ASTM D5444)	$ 425.00
75042	Lab Tested Maximum Density Hveem, 3 Briquettes (ASTM D1561, D1188, CTM 304, 308)	$ 245.00
75057	Hveem Stabilometer Test, Premixed, 3 Briquettes (ASTM D1560, D1561, CTM 304, 366)	$ 245.00
75048	Lab Tested Maximum Density Marshall, 3 Briquettes (ASTM D6926, D2726)	$ 245.00
75049	Lab Tested Maximum Density Marshall 6" Specimen, 3 Briquettes (ASTM D5581, D2726)	$ 245.00
75050	Lab Tested Maximum Density Superpave Gyratory Compacted Briquette, SSD, 1 Briquette (ASTM D6925, D2726)	$ 90.00
75052	Lab Tested Maximum Density Superpave Gyratory Compacted Briquette, Paraffin, 1 Briquette (ASTM D1188, D6925)	$ 100.00
75051	Maximum Theoretical Specific Gravity [RICE] (ASTM D2041, CTM 309)	$ 180.00
75066	Marshall Stability And Flow, Cored Sample, Each ASTM D6927)	$ 90.00
75069	Marshall Stability And Flow, Premixed, 3 Briquettes (ASTM D6926, D6927)	$ 255.00
75106	Marshall Stability And Flow, Gyratory Compacted Specimen Pre-Mixed, 3 Briquettes (ASTM D5581, D6925)	$ 255.00
75107	Marshall Stability And Flow 6" Specimen, Premixed, 3 Briquettes (ASTM D5581)	$ 255.00
75063	Moisture Content (CTM 370)	$ 90.00
75005	Wet Track Abrasion Test (ASTM D3910)	$ 185.00
75093	Hveem Mix Design (Excluding Aggregate Quality Tests)	$ 6,000.00
75096	Hveem Mix Design, With RAP (Excluding Aggregate Quality Tests, RAP Qualification)	$ 6,500.00
75099	Hveem Mix Design, With Lime (Excluding Aggregate Quality Tests)	$ 10,000.00
75094	Hveem Mix Design Caltrans Untreated Mix (Including Aggregate Quality Tests)	$ 7,000.00
75095	Hveem Mix Design Caltrans Lime Treated Mix (Including Aggregate Quality Tests)	$ 8,000.00
75084	Marshall Mix Design (Excluding Aggregate Quality Tests)	$ 6,000.00
75087	Marshall Mix Design With RAP (Excluding Aggregate Quality Tests)	$ 6,400.00
75090	Marshall Mix Design With Lime (Excluding Aggregate Quality Tests)	$ 7,000.00
75083	Open Grade Asphalt Concrete Mix Design (ASTM D7064, CTM 368)	$ 3,500.00
75109	Superpave Mix Design (Excluding Aggregate Quality Tests)	$ 12,000.00
75113	Superpave Mix Design, With RAP (Excluding Aggregate Quality Tests)	$ 12,500.00
75114	Superpave Mix Design With Rubber (Excluding Aggregate Quality Tests)	$ 12,500.00
75115	Superpave Mix Design With Additives (Excluding Aggregate Quality Tests)	$ 12,700.00
75075	Effect Of Moisture On Asphalt Paving Mixtures, Pre-Mixed (ASTM D4867, AASHTO T283)	$ 1,200.00
75111	Hamburg Wheel Track Test, 20,000 Passes, 4 Briquettes (AASHTO T324)	$ 1,300.00
75039	Raveling Test Of Cold Mixed Emulsified Asphalt (ASTM D7196)	$ 225.00
75067	Marshall Stability, Wet Set, 3 Replicates (AASHTO T245)	$ 390.00
75068	Marshall Stability, Dry Set, 3 Replicates (AASHTO T245)	$ 330.00
75070	Cold Recycled Asphalt Mix Design 2 Gradings Each, 3 Emulsion Content (Caltrans LP-8)	$ 11,600.00

Task Code	Mortar And Stucco - Petrographic Examination	Rate
80282	Stucco, One-Coat (ASTM C856), Includes Thin Section), Per Sample	$ 2,250.00
80286	Stucco, Two-Coat (ASTM C856), Includes Thin Section), Per Sample	$ 2,500.00
80290	Stucco, Three-Coat (ASTM C856), Includes Thin Section), Per Sample	$ 3,000.00
80294	Mortar (ASTM C1324, Petrographic Examination And Chemical Analysis), Per Sample	$ 3,250.00

Task Code	Brick Masonry Tests, ASTM C67	Rate
20301	Modulus Of Rupture Flexural	$ 120.00
20303	Compression Strength	$ 100.00
20305	Absorption 5 Hour or 24 Hour	$ 100.00
20307	Absorption (Boil) 1, 2 Or 5 Hours	$ 125.00
20309	Initial Rate Of Absorption	$ 85.00
20311	Efflorescence	$ 91.00
20313	Cores Compression	$ 125.00
20315	Shear Test On Brick Cores 2 Faces	$ 135.00

Task Code	Concrete Block, ASTM C140		Rate
20321	Compression	$	110.00
20323	Absorption/Moisture Content/Oven Dry Density	$	110.00
20327	Linear Shrinkage (ASTM C426)	$	325.00
20335	Web And Face Shell Measurements	$	75.00
20329	Tension Test	$	188.00
20331	Core Compression	$	97.00
20333	Shear Test Of Masonry Cores 2 Faces	$	135.00
20339	Efflorescence Tests	$	91.00

Task Code	Masonry Prisms, ASTM C1314		Rate
20341	Compression Test, Composite Masonry Prisms Up To 8" x 16"	$	240.00
20343	Compression Test, Composite Masonry Prisms > 8" x 16"	$	325.00
20346	Prism Cord Modulus of Elasticity	$	696.00
20347	Prism Cord Modulus Of Elasticity With Transverse Strain (For Double-Wythe Specimen)	$	760.00

Task Code	Mortar And Grout		Rate
20351	Compression 2" x 4" Mortar Cylinders (ASTM C780)	$	65.00
20353	Compression 3" x 3" x 6" Grout Prisms, Includes Trimming (ASTM C1019)	$	65.00
20355	Compression 2" Cubes (ASTM C109)	$	65.00
20357	Compression Cores Includes Trimming (ASTM C42)	$	98.00

Task Code	Masonry Specimen Preparation		Rate
20155	Cutting Of Cubes Or Prisms	$	81.00

Task Code	Fireproofing Tests		Rate
20401	Oven Dry Density (ASTM E605)	$	98.00

Task Code	Gunite And Shotcrete Tests		Rate
20361	Core Compression Including Trimming (ASTM C42)	$	125.00
20365	Compression Cubes (Includes Saw Cutting)	$	95.00

Task Code	Concrete Roof Fill: Gypsum, Vermiculite, Perlite, Lightweight Insulating Concrete, Etc.		Rate
20371	Compression Test (ASTM C495 and C472)	$	81.00
20373	Air Dry Density (ASTM C472)	$	70.00
20379	Oven Dry Density (ASTM C495)	$	97.00

Task Code	Reinforcing Steel, ASTM A615, A706		Rate
20501	Tensile Test #11 Or Smaller	$	85.00
20503	Bend Test #11 Or Smaller	$	85.00
20504	Bend Test #14 Or #18	$	428.00
20505	Tensile Test #14	$	321.00
20507	Tensile Test #18	$	418.00

Task Code	Reinforcing Steel - Welded Or Coupled Specimens		Rate
20521	Tensile Test Welded/Coupled #11 And Smaller	$	98.00
20523	Tensile Test Welded/Coupled #14	$	311.00
20525	Tensile Test Welded/Coupled #18	$	439.00
20529	Weld Macroetch	$	102.00
20531	Slippage Test - Caltrans (CTM 670)	$	236.00
20532	Tensile Test Welded Hoops #11 And Smaller	$	182.00

Task Code	Metal and Steel Testing		Rate
20601	Tensile Strength Up To 100K Pounds (Each)	$	98.00
20603	Tensile Strength Up To 200K Pounds (Each)	$	105.00
20605	Tensile Strength Up To 300K Pounds (Each)	$	135.00
20607	Tensile Strength Up To 400K Pounds (Each)	$	188.00
20609	Tensile Strength 400K To 600K Pounds (Each)	$	428.00
20611	Tensile Strength Stress-Strain Percent Offset	$	268.00
20545	Weld Macroetch	$	102.00
20547	Weld Fracture	$	54.00
20615	Bend Test	$	98.00
20617	Flattening Test	$	98.00

Task Code	Metal and Steel Testing, Continued		Rate
20619	Hardness Test (ASTM E18)	$	95.00
20630	Bolt Axial Tensile Test (Up To 7/8" Diameter)	$	95.00
20631	Bolt Wedge Tensile Test (Up To 7/8" Diameter)	$	101.00
20632	Bolt Axial Tensile Test (Greater Than 7/8" Up To 1" diameter)	$	107.00
20633	Bolt Wedge Tensile Test (Greater Than 7/8" Up To 1" Diameter)	$	130.00
20634	Bolt Axial Tensile Test (Greater Than 1" Diameter)	$	150.00
20635	Bolt Wedge Tensile Test (Greater Than 1" Diameter)	$	175.00
20636	Bolt Proof Load Test (Up To 7/8")	$	110.00
20637	Bolt Proof Load Test (Greater Than 7/8" Up To 1" Diameter)	$	135.00
20638	Bolt Proof Load Test (Greater Than 1")	$	155.00
20639	Nut Proof Load Test (Up To 7/8")	$	95.00
20640	Nut Proof Load Test (Greater Than 7/8" Up To 1" Diameter)	$	110.00
20641	Nut Proof Load Test (Greater Than 1")	$	125.00

Task Code	Chemical Testing Of Metal And Steel		Rate
80170	Steel Chemical Analysis		Quotation
80173	Weight Of Galvanized Coating (ASTM A90)	$	97.00
80176	Epoxy Coating Thickness	$	107.00
80177	Coating Thickness	$	102.00

Task Code	Machining And Preparation Of Tensile And Bend Sample: Carbon Steel		Rate
20751	Machinist Initial Preparation From Mock-Up, Etc. (Per Hour)	$	156.00
20753	Sawcut To Overall Width (Per 0.5" Thickness Or Fraction Thereof)	$	70.00
20755	Machine To Test Configuration Milled Specimens	$	102.00
20757	Machine To Test Configuration Turned Specimens (Per 0.5" Thickness Or Fraction Thereof)	$	182.00
20759	Prepare Subsize Specimens (Per 0.5" Thickness Or Fraction Thereof)	$	124.00

Task Code	Charpy Impact		Rate
20621	Charpy Impact Ambient Temperature	$	113.00
20623	Charpy Impact Reduced Temperature	$	150.00

Task Code	Machining Of Charpy Samples: Carbon Steel		Rate
20780	Cutting And Milling (Per 0.5" Or Fraction Thereof)	$	102.00
20783	Final Machining To Sample Configuration	$	124.00

Task Code	Prestressing Wires And Tendons, (ASTM A416)		Rate
20701	Stress-Strain Analysis Wire Or Strands (Including Chart And Percent Offset)	$	273.00
20703	Tensile Test Only	$	204.00
20705	Tendons		Quotation

Task Code	Polymer Matrix Composite Materials (Fiberwrap)		Rate
20706	Tensile Strength – Set of 5 Specimens/Batch/Direction (ASTM D3039)	$	1,500.00
20707	Tensile Strength – Additional Specimens (ASTM D3039) (ASTM D3039)	$	300.00
20708	Heating Chamber Time – Per 24 Hr. Period	$	107.00

Task Code	Calibration Services And Universal Machine Usage		Rate
20801	Calibration/Verification Services		Quotation
20803	Universal Test Machine Usage (Per Hour)	$	509.00

Specialty Testing

- Cylic And Fatigue Testing Programs On Special Products/Parts
- Engineering And Technical Supports/Design Of Prototypes And Special Test Set-Up
- Fastener/Coupling Full Testing Program Per New Regulations: Tension, Tension/Bend, Shear, Double Shear, 8 Compressions
- Fiberglass/Composite Materials Field Testing Program (ASTM D1143 D1242, D2584, D4065, D4476, D4923, D7901, D7921, and D732)
- Field Testing Of Structures And Structural Elements
- In-Place Shear Testing
- Materials And/Or Product Evaluation Per Specifications
- Structural Dynamic Testing And Durability Analysis

General Conditions

NOTE: A minimum of 24 hours notice is required for testing and inspection services.
NOTE: Rates will be adjusted annually each July 1st to reflect increased costs.

Administrative Fees

All administrative fees, except as noted below, including report distribution and Twining Construction Hive system are billed at the following percentage of the monthly invoice total: 3%

General Conditions, Continued

Note that hard copies of reports will be sent only to governing jurisdictions that mandate them. All other parties will receive reports electronically. The administrative fee above will receive reports electronically. The administrative fee above will be increased by 1% if additional hard copies of reports are requested. Submittal of project specific forms or resumes will be billed hourly at the Administrative Support Rate.

Minimum Charges (Inspection and Technician Personnel Only - Other Personnel Charged on Portal to Portal Basis)
2-Hour Minimum: Inspector arrives at jobsite, no work to perform
4-Hour Minimum: 1 to 4 hours of inspection
After 4 hours, sute time plus one hour will be invoiced

Regular Time (All Types of Inspection and also All Non-Exempt Employees)
The first 8 hours worked Monday through Friday between 5:00 a.m. and 5:00 p.m. except as noted otherwise below.

Time and One-Half (All Types of Inspection and also All Non-Exempt Employees)
All shifts will be billed based on the time and date of their start. Any increment past 8 hours through 12 hours worked Monday through Friday and the first 12 hours on Saturday. Time and one-half will also be charged for the first four hours before 5:00 a.m. and after 5:00 p.m.

Double Time (All Types of Inspection and also All Non-Exempt Employees)
All shifts will be billed based on the time and date of their start. After the first 12 hours worked Monday through Saturday, all day Sunday, and holidays. After the first four hours worked before 5:00 a.m. and after 5:00 p.m. Holidays are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving, and Christmas Day. If any of the holidays should fall on Sunday, the Monday following shall be considered the holiday.

Meal Period
When personnel are required by their duties to work more than five consecutive hours without a one-half hour uninterrupted meal period, one half hour at double time rate will be charged in addition to any applicable overtime for actual hours worked.

Travel Time and Mileage
For projects outside a 50-mile radius from the nearest Twining facility, per excess mile to and from the project will be charged for inspectors and technicians. Other than small tools, whenever project related equipment is required to be transported to and from the project site, time and mileage for inspectors and field technicians will be billed on a portal to portal basis. For all projects, current IRS mileage rate per mile and applicable travel time will be charged portal to portal for engineers, consultants, supervisors, and laboratory technicians from the laboratory to the project site and return.

For work locations located 100 miles or more from Twining, travel time will be charged at the relevant rate for inspectors and technicians in addition to a subsistence allowance as detailed below.

Weekend Sample Pick-Ups
In order to be in conformance with testing standards, it may be required that weekend pick-ups be performed (e.g. concrete specimens cast on Friday must be picked up on weekend in order to be in conformance with ASTM C31 requiring specimens to be moved to their final curing location within 48 hours of casting.) Applicable charges for weekend work will apply when this is required. Should these charges not be authorized, Twining will not be liable for any negative consequences.

Reimbursable Expenses
Parking, air fare, car rental, food, lodging and project specific software/applications (e.g. PlanGrid, Procore, etc.) will be charged at cost plus 20% per processed invoice, unless provided by client.

Project Specific Documents
Costs presented assume that client will provide project specific documents (plans, specifications, submittals, RFIs, etc.) for all inspection personnel. Should project specific documents be provided electronically through a "for fee" service, the client will be responsible for providing access and paying any fees for the service.

Project Site Facilities
Prices quoted assume that initial curing facilities for test samples that comply with relevant test standards and project requirements are provided by others. In addition, prices quoted assume that work/desk space for inspection staff are provided by others. Additional costs, provided by quotation, will apply should Twining be required to provide such facilities.

Subsistence
Subsistence on remote jobs will be charged per quotation.

Laboratory Testing Hours and Expedited Testing
Please note that laboratory testing will be billed on an hourly basis for non-standard tests. If testing is required to be performed on Saturdays, Sundays, holidays, or before 5:30 a.m. or after 4:00 p.m. on weekdays, an additional hourly charge, at the applicable regular, overtime or double time rate, with a minimum of one hour will be applied for the laboratory technician. For rush testing a 50% surcharge in addition to the regular test rate will apply.

Charges for Subcontracted Services

Material sent to outside laboratory for testing:	Cost plus 15%
Material sent to outside fabricator or machine shop:	Cost plus 15%
Glu-Lam beam inspection:	Cost plus 15%
Other subcontractors:	Cost plus 15%
Project exclusive equipment purchase:	Cost plus 15%

Limit of Liability
Client agrees to limit Twining's aggregate liability to all entities for alleged or actual errors and omissions in the performance of its professional services under this agreement to $50,000.00 or the fees actually paid to Twining, whichever amount is greater. Higher limits may be available by quotation.

Additional Insurance Coverage
Any requirements for additional insurance policies or coverage beyond our normal policies/limits (e.g. SML coverage) may be provided at an additional fee and will be quoted on a per project requirements basis.

Certified Payroll
Certified payroll will be provided, upon request, at an additional charge of $150.00/month. Fee applies to every month that certified payroll must be submitted regardless of whether or not services were provided for any given month.

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General Conditions, Continued

Final Reports Required by Jurisdiction

If a final report or affidavit is required, we must first review all inspection and testing reports and clear up any unresolved issues on these reports. These issues will typically require approval by the engineer or architect of record. This process can take several weeks or just a day, depending on the number and complexity of the issues. Cost for final reports will be billed hourly.

Terms of Payment

Fees charged are for professional and technical services and are due upon presentation. If not paid within 30 days from date of invoice, they are considered past due and the maximum legal finance charge will be added to the unpaid balance.

In addition, should the client require that invoices be submitted through a web based or electronic system, the client will be responsible for all costs associated with the use of the system.

A 3% fee will be applied for payments processed by credit card.

All invoice errors or necessary corrections shall be brought to the attention of Twining within 15 days of receipt of invoice. Thereafter, customer acknowledges invoices are correct and valid. Twining reserves the right to terminate its services to a customer without notice if all invoices are not current. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Customer waives any and all claims against Twining, its subsidiaries, affiliates, servants, and agents for termination of work on account of these terms.

In the event of any litigation arising from or related to any agreement to provide services whether verbal or written, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees and all other related expenses in such litigation. Additionally, in the event of a non-adjudicative settlement of litigation between the parties or a resolution of dispute by arbitration, that same process shall determine the prevailing party.

Hold Specimens

All "hold" specimens are charged at the applicable test rate whether tested or not.

Specimen Sampling and Disposal

Twining samples materials used in construction in accordance with standard practices, methods, codes, and relevant project requirements. Representativeness of sampling and accuracy of testing are subject to the same probabilistic and precision limitations as governing standards, codes and project technical provisions.

Should samples be provided by others Twining cannot warrant or guarantee that material is representative of material that is or will be used in actual construction of the project.

Specimens will be discarded after testing unless Twining has been notified prior to testing that the customer wishes to retrieve the specimens or storage arrangements are made. Costs for storage will be by quotation.

Oversize Specimens

An extra charge will be made when test specimens require more than one person to handle because of size or weight.

Elevated Work Platforms

In the event an elevated work platform is required to safely complete our work, the client must provide safe access for Twining personnel for all required inspection, testing, sampling, etc. including a trained and certified operator or qualified inspector as applicable. Twining will not be responsible for signing waivers associated with providing such access. Should Twining be required to supply an elevated work platform, we will contract with a qualified vendor and the markups shown above will apply.

Grounded in Safety, Built on Sustainability

TWINING CONSULTING

1051

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** December 17, 2025

Agenda Section: Section C: Special Education Agreement

Approval of Amendment #1 to Agreement #25-68, STAR of CA, ERA Ed (DeGenna/Jefferson)

At the June 11, 2025 Board Meeting, the Board of Trustees approved Agreement #25-68 with Star of CA to provide classroom support as a consultant and to offer 1:1 behavioral therapy services for identified Special Education students during the 2025–2026 school year, in an amount not to exceed $3,000,000.00.

Approval of Amendment #1 to Agreement #25-68 is now requested to include additional scope of services and a new rate sheet with Star of CA, DBA Era Ed, for the provision of wraparound services to identified Special Education students in the Oxnard School District. No additional funds are being requested. The approved contract amount will remain $3,000,000.00 for the 2025–2026 school year.

FISCAL IMPACT:
None

RECOMMENDATION:
It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Amendment #1 to Agreement #25-68 with STAR of CA/ ERA Ed.

ADDITIONAL MATERIALS:

Attached: Amendment #1 (1 Page)
Scope of Services (1 Page)
Agreement #25-68, Star of CA - ERA Ed (20 Pages)

AMENDMENT #1 TO AGREEMENT #25-68 with
Star of CA- Era Ed
December 17, 2025

At the July 1, 2025 Board Meeting, the Board of Trustees approved Agreement #25-68 with Star of CA to provide classroom support as a consultant and to offer 1:1 behavioral therapy services for identified Special Education students during the 2025–2026 school year, in an amount not to exceed $3,000,000.00.

Ratification of Amendment #1 to Agreement #25-68 is now requested to include additional scope of services and a new rate sheet with Star of CA, DBA Era Ed, for the provision of wraparound services to identified Special Education students in the Oxnard School District. No additional funds are being requested. The approved contract amount will remain $3,000,000.00 for the 2025–2026 school year.

Star of CA - Era Ed

By: _____ Date: _____
Name of Star of CA-Er Ed Coordinator

Oxnard School District:

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

STAR of CA
A Stepping Stones Group Company

ERA ED
A Stepping Stones Group Company

2025-2026 School Year
RATE TABLE
OXNARD SCHOOL DISTRICT

BEHAVIORAL SERVICES	SrvCode	Rate	Per
Assessments (FBA/FAA)	EVAL	$123.02	/flat
Consultation	CNSLT	$123.02	/hr
Supervision	BID		/hr
Direct Instruction	BII	$63.37	/hr
PSYCHOLOGICAL SERVICES	**SrvCode**	**Rate**	**Per**
On- Site Counseling- Mental Health Associate - 30 hours	OnSite: MHA	$2,880	/week
On- Site Counseling- Mental Health Associate - 40 hours	OnSite: MHA	$3,840	/week
On- Site Counseling- Licensed Mental Health Professional - 30 hours	OnSite: LMHP	$4,770	/week
On- Site Counseling- Licensed Mental Health Professional - 40 hours	OnSite: LMHP	$6,360	/week
Mental Health Associate			
Mental Health Consultation – Mental Health Associate	CNSLT-MHA	$96.00	/hr
Individual Counseling Services – Mental Health Associate	CIMHA		/hr
Group Counseling (CG) – Mental Health Associate	CNSLGRP-MHA		/hr
Parent Counseling & Training (PCT) –Mental Health Associate	CFMHA		/hr
Wrap services - Mental Health Associate	Wrap:MHA		/hr
IEP Meeting Participation - Mental Health Associate	IEPMHA		/hr
Licensed Mental Health Professional			
Mental Health Consultation - Licensed Mental Health Professional	CNSLT-LMHP	$159.00	/hr
ERMHS- Assessment - Licensed Mental Health Provider	ERMHS-ASMT-LMHP		/hr
Individual Counseling Services – Licensed Mental Health Professional	CILMHP		/hr
Group Counseling (GC) – Licensed Mental Health Professional	CNSLGRP-LMHP		/hr
Parent Counseling & Training (PCT) - Licensed Mental Health Professional	CFLMHP		/hr
IEP Meeting Participation - Licensed Mental Health Professional	IEPMHP		/hr
Wrap services - MH Licensed Mental Health Professional	Wrap:LMHP		/hr
Case Management - Licensed Mental Health Provider	CASEMGT-LMHP		/hr
School Psychologist			
Evaluation/Assessment - School Psychologist	EVAL/ASSESSMENT	$159.00	/hr
Consultation - School Psychologist	CNSLT-SPSY		/hr
Counseling- Individual- School Psychologist	CISPSY		/hr
Counseling - Group- School Psychologist	CNSL-GRP-PSY		/hr
Counseling - Family -School Psychologist	CFSPSY		/hr
ERMHS- Assessment - School Psychologist	ERMHS- Asst-School Psychologist		/hr
Wraparound - School Psychologist	WrapAround PSY		/hr
Licensed Clinical Psychologist			
Assessments (Psycho-educational, Education-Related Mental Health Services)	ERMHS-ASMT	$250.00	/hr
Psychological Services - Licensed Clinical Psychologist	PsychServ		/hr
IEP Meeting Participation - Licensed Clinical Psychologit	IEPPsych		/hr
Wrap services - Licensed Clinical Psychologist	Wrap:Psych		/hr

SERVICES AGREEMENT

R26-00155
Requisition Number

P26-00039
Purchase Order Number

25-68
Contract Number

This Services Agreement (the "Agreement") is made and entered into this 11th day of June, 2025 by and between Oxnard School District (hereinafter referred to as "District") and Star of CA, ERA Ed., (hereinafter referred to as "Provider.")

PROVIDER.

Star of CA, ERA Ed.	916-778-9770
Provider	Telephone Number
4880 Market St.	805-605-1385
Street Address	Fax Number
Ventura, Ca 93003	contracting@ssg-healthcare.com
City, State, Zip code	E-mail Address
71-1008372	
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 July 1, 2025, and terminate on June 30, 2026. 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	Star of CA, ERA Ed.
District	Provider
Attn: Danielle Jefferson	Attn: Crystal Svoboda
1051 S. A St.	4880 Market St.
Street	Street
Oxnard, CA 93030	Ventura, CA 93003
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.

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	STAR of CA, LLC dba STAR of CA, ERA Ed Provider
By:	Melissa Reyes Signature	Jeremy Hastings Signature
	Melissa Reyes Name	Jeremy Hastings Name
	Director, Purchasing Title	President Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

Provide classroom support and 1 on 1 behavior therapists for identified special education students in the Oxnard School District on an "as needed basis".

WORK SCHEDULE:

Per district calendar

SCHEDULE OF FEES

FEES:

Compensation for Services	$ 3,000,000.00
Actual and Necessary Travel Expenses	$ 0.00
Other Expenses	$ 0.00
Total Amount not to Exceed	$ 3,000,000.00
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:

Send invoices to accountspayable@oxnardsd.org and khenry@oxnardsd.org
Net 30 Terms

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: June 11, 2025

Provider: Star of CA, ERA Ed.

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.

Jeremy Hastings, President
Name/ Title of Authorized Representative

Jeremy Hastings 6/6/25
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.

Jeremy Hastings, President
Name/ Title of Authorized Representative

Jeremy Hastings 6/6/25
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: JH

COMMUNITY AUTISM SERVICES

THE STEPPING STONES GROUP

2025-2026 School Year

RATE TABLE

OXNARD SCHOOL DISTRICT

BEHAVIORAL SERVICES	SrvCode	Rate	Per
Assessments (FBA/FAA)	EVAL	$121.31	/hr
Consultation	CNSLT	$121.31	/hr
Supervision	BID		/hr
Direct Instruction	BII	$63.37	/hr

CERTIFICATE OF LIABILITY INSURANCE

5/21/2025

DATE (MM/DD/YYYY) 5/17/2024

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 Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Coverys Specialty Insurance Company	15686
INSURED 1479880 STAR of CA, LLC (dba ERA Ed) 4880 Market Street Ventura CA 93003	INSURER B : Pennsylvania Manufacturers' Assoc Ins Co	12262
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 16924187 **REVISION NUMBER:** XXXXXXX

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 Deductible: $0 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	N	005MA000044275	5/21/2024	6/1/2025	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 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	N	N	005MA000044275	5/21/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB X CLAIMS-MADE DED RETENTION $	N	N	005MA000044275	5/21/2024	6/1/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	202475A 1459288 (AOS) 202400B 1459288 (WI)	5/21/2024 5/21/2024	5/21/2025 5/21/2025	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 A	Professional Liab. Sexual Abuse & Molestation	N	N	005MA000044275 005MA0000 44275	5/21/2024 5/21/2024	6/1/2025 6/1/2025	$1M Ea wrongful act $3M Agg/Ded:$0 $1M Per Claim $3M Agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as an Additional Insured on the General Liability policy where required by written contract.

CERTIFICATE HOLDER

16924187
Oxnard School District
1051 South A Street,
Oxnard, CA 93030

CANCELLATION See Attachments

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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SSG Additional Named Insured List

Autism Intervention Professionals, LLC

Behavioral Learning Center – CO, Inc.

Behavioral Learning Center, Inc.

Best Life Therapy II, LLC

Building Blocks, LLC

Catalyst Speech, LLC

Center for Behavioral, Educational & Social Therapies (C.B.E.S.T.)

City Sounds of NY - Speech Language Development Center Inc; City Sounds of NY ; City Sounds of NY Speech Language

EBS Children's Institute, LLC

EBS Children's Therapy- GA, LLC

EBS Educational Based Services, dba EBS Early Intervention

EBS Group LLC

EBS Healthcare, LLC

EBS Learning, LLC

Ed Sped Solutions, LLC

ERA Psychological Services, Inc.

Green Celtics Holdings LP

Green Celtics Intermediate Inc.

Green Celtics Parent Inc.

Green Celtics Purchaser Inc.

HM Systems, Inc.

Integrated Speech Solutions II, LLC

MBS MidCo, LLC

New England ABA LLC

Positive Behavioral Solutions, LLC

San Diego County SPS, LLC

SSG HoldCo, LLC

SSG Intermediate HoldCo, LLC

SSG Investment HoldCo Inc.

SSG New York, LLC

STAR of CA, LLC

Stepping Stones Healthcare Services, LLC

The Futures HealthCore, LLC

The Perfect Playground OT, PT, & SLP PLLC

The Stepping Stones Autism Services Group LLC

The Stepping Stones Group LLC

Therapy Time L.L.C.

LOCKTON

Oxnard School District
1051 South A Street,
Oxnard,CA93030

Dear STAR of CA, LLC (dba ERA Ed) certificate holder:

In an effort to meet demand for instant electronic delivery of certificates, Lockton Companies now provides paperless delivery of Certificates of Insurance. Thank you for your patience and willingness to help us lessen our environmental footprint.

To fulfill your certificate delivery, we need your email address. Please contact us via one of the methods below with your Holder ID number, email address, and phone number in the event we have any questions.

Your Holder ID number is 16924187.

- Email: SteppingStonescertrequests@lockton.com
- Toll-free automated phone service: 866-218-4018

If this certificate is no longer needed or valid, please notify us.

Thank you,

Lockton Companies

COVERYS

Coverys Specialty Insurance Company

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU

Attached to and forming part of Policy Number:	First Named Insured:	Policy Period:
005MA000044275	Stepping Stones Health Care Services LLC	05/21/2024 to 05/21/2025 At 12:01 AM Standard Time at the address of the First Named Insured as stated herein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

Entity Medical Professional Liability Coverage Part
Commercial General Liability Coverage Part

Subject to all other terms and conditions of the POLICY, it is agreed and understood that:

A. Section II. Definition of Insured is amended to include as an additional INSURED any person(s) or organization(s) when YOU and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional INSURED on your POLICY. Such person(s) or organization(s) is an INSURED only with respect to liability arising out the activities as described within the contract by a NAMED INSURED and such person(s) or organization(s). However, the insurance afforded to such additional INSURED:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which a NAMED INSURED is required by the contract or agreement to provide for such additional INSURED.

A person's or organization's status as an additional INSURED under this endorsement ends when their contract or agreement with YOU ends.

B. With respect to the insurance afforded to the additional INSUREDS, the following is added to Section III. Our Limit of Liability:

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Liability shown in the DECLARATIONS; whichever is less.

This endorsement shall not increase the applicable Limit of Liability shown in the DECLARATIONS.

Nothing in this Endorsement shall vary, alter, waive or extend any of the terms and conditions of the POLICY, other than as expressly stated above.

Sam Mezzich
President

Elizabeth B. Brodeur
Secretary

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** December 17, 2025

Agenda Section: Section C: Facilities Agreement

Approval of Amendment No. 002 to Agreement No. 19-179 with Arcadis International Ltd. (formerly known as IBI Group) to Provide Architectural Engineering Services for McAuliffe Elementary School Modernization Project (Pifko/Bennett/CFW)

The District retained Arcadis International Ltd. (formerly known as IBI Group) ("Architect") to provide architectural and design services for the McAuliffe Elementary School Modernization Project. The design plans for the project received by the Division of the State Architect ("DSA") were given approval on April 19, 2021, and construction of the project was put on hold pending the availability of future funding.

On August 21, 2024, the Board of Education executed Amendment #001 to Agreement #19-179 for added scope.

This Contract Amendment No. 002 to Architect Services Agreement #19-179 is to provide Architectural services for District requested changes.

Term of Amendment #002: December 18, 2025 through June 30, 2026

FISCAL IMPACT:
$24,220.00 – Measure I Bond Funds

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 Amendment No. 002 to Agreement #19-179 with Arcadis International Ltd. (formerly known as IBI Group).

ADDITIONAL MATERIALS:

Attached: Amendment #002 (8 Pages)
Amendment #001 (8 Pages)
Agreement #19-179, Arcadis International (136 Pages)

Amendment No. 002 to Architect Services Agreement No. 19-179

The Architect Services Agreement No. 19-179 ("Agreement") entered into on December 18, 2019, by and between the Oxnard School District ("District") and Arcadis International Ltd. (formerly known as IBI Group) ("Architect"), is hereby amended by the parties as set forth in this Amendment No. 002 to the Architectural Services Agreement No. 19-179 ("Amendment") that is incorporated herein for all purposes.

RECITALS

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

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

WHEREAS, the Architect's design plans for the Project received Division of the State Architect ("DSA") approval on April 19, 2021;

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

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

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

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

AMENDMENT

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

The definition of the Project is expanded to include additional scope of work as identified in the Architect's proposal for added scope dated June 25, 2024 identified as Exhibit G hereto.

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

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

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

SECTION 5.2.3 Additional Compensation for Additional Scope of Work. The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit "G" hereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit "C" and Exhibit "D" of the original Agreement for the Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat "all-in" Basic Fee ("Additional fee") for the additional work totaling: **Twenty-Four Thousand Two Hundred Twenty Dollars and Zero Cents ($24,220.00). This fee shall include all the work necessary to complete the additional scope of work including the costs of any sub-consultants or any specialty consultants as outlined in the attached scope of work.**

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

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

The Parties agree that all other provisions of the Architectural Services Agreement No. 19-179 entered into and executed by the Parties on December 18, 2019 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, Exhibit "G" hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

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

OXNARD SCHOOL DISTRICT:

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

ARCADIS INTERNATIONAL LTD:

By: _____ _____
Janvi Kanani, Principal Date:

By: _____ _____
Maurice Macare, Principal Date:

Exhibit G

Architect's proposal for added scope dated November 13, 2025.

Gerald Schober

Caldwell Flores Winters, Inc.

521 N. 1st Avenue

Arcadia, CA 91006

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

Date: November 13, 2025
Our Ref: 123392
Subject: **Proposal for Revised Scope | Additional Services:**

McAuliffe Elem. School Modernization,

Owner / District Directed Misc. Revisions

Dear Gerald:

Below is a list of Misc revisions as directed by CFW / District.

SCOPE OF WORK:

Revised scope is identified below:

1. **Additional Shelving unit (Fixed) Inside Tall Casework – All Phases – (ASI 013)**
2. **Additional Shelving unit (Adjustable) Inside Tall Casework – All Phases (ASI 013R)**
3. **Power / Data revisions at TV Monitors and Teacher's Stations (ASI 011/011R)**
4. **Casework Deletion at STEAM Lab and Piano Lab / Addition of TV**
5. **Revised TV Mount for 65" TV. (CCD 002)**
6. **Revised TV Mount for 85" TV. (CCD 007)**
7. **Revision to Vision Panels (switch to paint in lieu of film) at existing Classroom Vision Lites.**
8. **Revision to ACT flooring to HVT-18x18 (ASI 008/008R)**
9. **Revision to Carpet (Shaw to Tandus)**
10. **Revision to "Yellow" soffit / wall paint colors, and revised renderings**
11. **Revision to Yellow Flooring at Multi-Purpose and Medi Center, updated renderings. (Does not include revisions to flooring material from HVT to another flooring type/colors)**

Scope Assumptions

- No Future revisions to the above items

Scope Exclusions

- Revisions to flooring material from HVT to another flooring type/color.
- Any other additional services scope of work other than listed above, including future revisions to pertinent scope.

Compensation: We propose the following compensation for the above referenced services for the following fixed fee of **$24,220 (Twenty-Four Thousand, Two-Hundred Twenty dollars).**

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

This effort has already been done.

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

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

Sincerely,
Arcadis International Ltd.

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

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

_____

Acceptance Date

Gerald Schober, Senior VP

Caldwell, Flores Winters, Inc.

Arcadis, a California Partnership
November 13, 2025

Attachments:

Fee Breakdown Sheet

ARCADIS

Project: McAuliffe Elementary School Modernization - Add Service 002
Proposed Fee Summary

Date: November 13, 2025

Arcadis Group Hourly Rates

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

Arcadis Group Fee Breakdown

No	Phase	Fixed Fee	Estimated Man Hours						
			Principal Arch II	Project Manager	Project Architect	Specification Writer	Sr. CADD/BIM Draftsman	CADD/BIM Draftsman	Administrative Support
			$ 295	$ 220	$ 150	$ 160	$ 120	$ 100	$ 100
1	Additional Shelving Unit (Fixed) Inside Tall Casework - All Phases (ASI 013)	$ 1,180		1			8		
2	Additional Shelving Unit (Adjustable) Inside Tall Casework - All Phases (ASI 013)	$ 940		1			6		
3	Power/Data revision at TV Monitors and Teachers's Station (ASI 011/011R)	$ 1,180		1			8		
4	Casework Deletion at STEAM Lab and Piano Lab / Addition of TV	$ 940		1			6		
5	Revised TV Mount for 65" TV (CCD 002)	$ 2,140		1			16		
6	Revised TV Mount for 85" TV (CCD 007)	$ 2,140		1			16		
7	Revisions to Door Vision Panels Paint in lieu of film	$ 460		1			2		
8	Revision from VCT flooring to HVT - 18x18 tiles (ASI 008 / 008R)	$ 5,080		10			24		

ARCADIS

Project: McAuliffe Elementary School Modernization - Add Service 002

Proposed Fee Summary

Date: November 13, 2025

9	Revision to Carpet Mfr / Color (Shaw to Tandus)	$ 1,760		8					
10	Revision to "Yellow" soffit / wall paint colors, and revised renderings.	$ 2,800		4			16		
11	Revise to Yellow Flooring at Multi-Purpose and Media Center, updated renderings	$ 5,600		8			32		
	Subtotal	**$ 24,220**	**0**	**37**	**0**	**0**	**134**	**0**	**0**
	Total A/E Fees								
	Total Architectural Fee	**$ 24,220**							
	Subconsultant Fees								
	Total MEP	**$ -**							
	Architectural Consultant Fee Mark-up (20% of total consultant fees)	$ -							
	Total A/E Fee	**$ 24,220**							

Amendment No. 001 to Architect Services Agreement No. 19-179

The Architect Services Agreement No. 19-179 ("Agreement") entered into on December 18, 2019, by and between the Oxnard School District ("District") and Arcadis International Ltd. (formerly known as IBI Group) ("Architect"), is hereby amended by the parties as set forth in this Amendment No. 001 to the Architectural Services Agreement No. 19-179 ("Amendment") that is incorporated herein for all purposes.

RECITALS

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

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

WHEREAS, the Architect's design plans for the Project received Division of the State Architect ("DSA") approval on April 19, 2021;

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

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

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

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

AMENDMENT

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

The definition of the Project is expanded to include additional scope of work as identified in the Architect's proposal for added scope dated June 25, 2024 identified as Exhibit G hereto.

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

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

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

SECTION 5.2.3 Additional Compensation for Additional Scope of Work. The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit "G" hereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit "C" and Exhibit "D" of the original Agreement for the Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat "all-in" Basic Fee ("Additional fee") for the additional work totaling: **One Hundred Fifty-Six Thousand Six Hundred Thirty-Six Dollars and No Cents ($156,636.00). This fee shall include all the work necessary to complete the additional scope of work including the costs of any sub-consultants or any specialty consultants.**

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

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

The Parties agree that all other provisions of the Architectural Services Agreement No. 19-179 entered into and executed by the Parties on December 18, 2019 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, Exhibit "G" hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 001 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT:

By: _____ 9/4/24
Melissa Reyes, Interim Director, Purchasing — Date:

ARCADIS INTERNATIONAL LTD:

By: _____ 08/30/24
Janvi Kanani, Principal — Date:

By: _____ 08/30/24
Maurice Macare, Principal — Date:

Exhibit G

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

ARCADIS

Gerald Schober and Scott Burkett

Caldwell Flores Winters, Inc.

521 N. 1st Avenue

Arcadia, CA 91006

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

Date: June 25, 2024
Our Ref: 123392
Subject: **Proposal for Added Scope | Additional Services: McAuliffe Elem. School Modernization, Suspension of Services | District Directed Changes**

Dear Gerald and Scott:

In June of 2021 we received communication from CFW that Oxnard School District had decided to put our DSA approved plans for the replacement school at McAuliffe Elementary School Modernization on hold pending future funding. At that time, we suspended any additional development of this project, wrapping up current issues in preparation to put the project on hold. In February of 2024, we were notified that the district had again elected to move forward with this project. Per our architectural services agreement dated December 19, 2019, Article 6.1.3 Temporary Suspension of Services, if services are suspended by the district for greater than 120 days our compensation shall be equitably adjusted for expenses to resume services.

As a result of the suspension of services by the district a total lapse of approximately 660 work days has occurred. As such we are requesting an adjustment to our remaining fee to account for costs associated with the restart of the project and increases in our hourly billing rates.

Following the receipt of bids, the District has decided to reject all bids and protests and utilize the Lease-Lease Back method for procuring this work in lieu of Design-Bid-Build. We anticipate no additional effort to accommodate the change in delivery method. If the District should require assistance with revisions and or value engineering due to the LLB process, additional fee may be required.

In addition, our initial fee was calculated for a construction period spanning six to eight months, as outlined in our fee proposal dated November 22, 2019. However, with the revised schedule communicated on February 6, 2024, incorporating a phased approach, we have adjusted our fee to accommodate an additional seven months of Construction Administration services.

Furthermore, the district has requested some other changes to the approved documents and specifications that include the below.

SCOPE OF WORK:

Added scope is identified below:

1. **Changes to Front Lobby:**
- Provide (3) Security Doors with controlled access at Hallway/Lobby area. (Future CCD under current Modernization)
- Submit CCD to DSA for Review and Approval.

2. **Changes to Overall Building:**
- Provide work scope to install CCTV and WAPS along Exterior / Interior of Building. (Future Change Order to contract)
- Coordinate Locations with IT.

3. **Replace Classroom doors/Hardware and revise flooring to be HVT:**
- Develop updated door schedule.
- Coordinate door hardware specification and installation.
- Revise documents to reflect flooring change.

LLB Delivery vs DBB

- We anticipate no additional effort to accommodate the change in delivery method.

Extended Construction Administration Services

- Our current A/E fee for Construction Administration services is $65,341. Review of submittals is anticipated within the initial A/E fee. Based on our experience, submittal review reflects approximately 10% of our effort during CA.
- The construction period is proposed to be approximately double. Our additional fee for the extended Construction Administration phase reflects the added effort to provide services for that extended period and anticipates every other week virtual construction meeting attendance.
- We understand weekly on-site meetings are NOT requested/required by the District. We have not included a fee for that effort.

Resuming Design Services

- 5% Fee Adjustment of Remaining Fee (29% of fee = $109,014). Due to Temporary Suspension of Services as compensation for restarting the project and change in billing rates.

Scope Exclusions

- Work not specifically identified above.

Compensation: We propose the following compensation for the above referenced services for the following fixed fee of **$156,636** (One Hundred Fifty Six Thousand Six Hundred and Thirty-Six dollars).

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

Arcadis, a California Partnership
June 25, 2024

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

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

Sincerely,
Arcadis International Ltd.

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

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

Acceptance Date

Gerald Schober, Senior VP

Caldwell, Flores Winters, Inc.

Attachments:

Fee Breakdown Sheet

ARCADIS

Project: McAuliffe Elementary School Modernization - Add Service 1
Proposed Fee Summary

Date: June 25, 2024

Arcadis Group Hourly Rates

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

Arcadis Group Fee Breakdown

No	Phase	Fixed Fee	Estimated Man Hours						
			Principal Arch II	Project Manager	Project Architect	Specification Writer	Sr. CADD/BIM Draftsman	CADD/BIM Draftsman	Administrative Support
			$ 295	$ 220	$ 150	$ 160	$ 120	$ 100	$ 100
1	**Changes to Front Lobby**								
	Plans, Elevations, Door Schedule	$ 8,000		4	24	4	24		
	DSA CCD Review & Approval	$ 6,140		1	24		16		4
	Coordination	$ 2,160			8		8		
	Subtotal	**$ 16,300**	**0**	**5**	**56**	**4**	**48**	**0**	**4**
2	**Changes to Overall Building**								
	CCTV and WAPS	$ 4,300		1	8		24		
	Coordinate Locations with District	$ 1,680			8		4		
	Coordination	$ 3,120			8		16		
	Subtotal	**$ 9,100**	**0**	**1**	**24**	**0**	**44**		
	Subtotal	**$ 1,920**	**0**	**0**	**0**	**0**	**16**	**0**	**0**
4	**Replace Classroom Doors/HVT**								
	Develop door schedule	$ 4,320			16		16		
	Coordinate Door hardware	$ 520		1	2				
	Coordinate flooring revision to HVT	$ 1,680		1	2		8		2

ARCADIS

Project: McAuliffe Elementary School Modernization - Add Service 1
Proposed Fee Summary

Date: June 25, 2024

	Subtotal	**$**	**6,520**	**0**	**2**	**20**	**0**	**24**	**0**	**2**
5	**Extended Schedule**									
	Construction Administration (7 months)	$	58,185	7	14	224		112		60
	Subtotal	**$**	**58,185**	**7**	**14**	**224**	**0**	**112**	**0**	**60**
	Total A/E Fees									
	5% Contract Remanining Startup Fee	**$**	5,451							
	Total Architectural Fee	$	97,476							
	Subconsultant Fees									
	Total Structural Fee	$	-	N/A						
	Total MEP/Audiovisual Fee	$	49,300	Budlong - Revise Plans for AV & CCTV Scope						
	Architectural Consultant Fee Mark-up (20% of total consultant fees)	$	9,860							
	Total A/E Fee	**$**	**156,636**							

OSD AGREEMENT #19-179

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

IBI Group

AND

OXNARD SCHOOL DISTRICT

December 18, 2019

FOR

McAuliffe School Modernization Project

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

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

RECITALS

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

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

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

AGREEMENT

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

SECTION 1
GENERAL PROVISIONS

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

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

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

1.1.3 "Agreement" shall mean this document and all its identified exhibits, attachments and amendments.

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

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

1.1.6 "Architect's Supplemental Instruction" or **"ASI"** shall mean a small set of drawings which better explains the intent of the design of a building or structure

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

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

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

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

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

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

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

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

1.1.15 "CDE" shall mean the California Department of Education.

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

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

1.1.18 "CHPS" shall mean Collaborative for High Performance Schools.

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

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

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

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

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

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

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

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

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

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

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

1.1.30 "District" shall mean the Oxnard School District.

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

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

1.1.33 "DSA" shall mean the Division of the State Architect of the State of California.

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

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

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

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

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

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

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

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

1.1.42 "MOU" shall mean a memorandum of understanding.

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

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

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

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

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

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

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

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

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

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

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

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

1.1.55 "SAB" shall mean the State Allocation Board of the State of California.

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

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

1.1.58 "SWPPP" shall mean Storm Water Prevention and Pollution Plan.

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

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

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

SECTION 2
EMPLOYMENT OF ARCHITECT

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

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

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

SECTION 3
THE PROJECT

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

SECTION 4
SERVICES

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

4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.3 ADDITIONAL SERVICES

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

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

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

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

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

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

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

SECTION 5
ARCHITECT'S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

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

Three Hundred Seventy-Nine Thousand Six Hundred Eighty-Two Dollars and No Cents ($379,682.00)

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

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

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

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

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

5.2 COMPENSATION FOR ADDITIONAL SERVICES

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

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

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

5.4 COMPENSATION FOR REIMBURSABLE SERVICES

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

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

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

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

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

5.5 INVOICES

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

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

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

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

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

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

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

SECTION 6
DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.3 DISTRICT REMEDIES

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

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

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

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

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

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

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

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

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

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

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

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

SECTION 7
DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.2 LIMITATION ON LIABILITY OF DISTRICT

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

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

SECTION 8
PROJECT CONSTRUCTION COST ESTIMATES

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

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

SECTION 9
PROJECT SCHEDULE

9.1 SCHEDULE

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

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

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

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

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

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

SECTION 10
DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 11
INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

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

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

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

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

11.2.2 Minimum Scope of Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 12
DISPUTE RESOLUTION

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

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

12.2 SUBMISSION OF A CLAIM

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

12.2.2 By the District. The District's right to commence the Claims Resolution Process shall arise at any time following the District's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a

Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

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

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

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

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

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

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

12.3.3.3 Mediation Process. The location of the mediation shall be at the offices of the

District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

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

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

SECTION 13
NOTICES

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

TO DISTRICT:

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

TO ARCHITECT:

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

SECTION 14
REPRESENTATIONS OF THE ARCHITECT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 15
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Architect

By: _____
Craig Atkinson

Title: _____
Principal Architect

Date: _____

District

By: _____
Karling Aguilera-Fort

Title: _____
Superintendent

Date: 1-10-2020

Architect

By: _____
David Chow

Title: _____
Western Regional Director

Date: _____

EXHIBIT "A"

PROJECT

REQUEST FOR PROPOSALS
ARCHITECTURAL SERVICES

Request for Proposal Dated August 30, 2019
Addendum #1 Dated September 10, 2019

MODERNIZATION OF
MCAULIFFE AND RITCHEN ELEMENTARY SCHOOLS

Attachment A: Vision & Specifications

Attachment B: Cost Comparison Sheet

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

Prepared at the Direction of the Oxnard School District by:

CFW
Planning and Financing Better Schools for California Students

REQUEST FOR PROPOSAL FOR ARCHITECTURAL SERVICES

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

PROJECT ORIENTATION

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

Christa McAuliffe Elementary School (McAuliffe) Existing Conditions



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

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

Ritchen Elementary School Existing Conditions



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

PROJECT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

McAuliffe Elementary School

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

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

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

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

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

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

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

Ritchen Elementary School

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

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

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

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

For example, the reorganization could follow this schedule:

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

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

INTERIM STUDENT HOUSING PLAN

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

II. MASTER BUDGET, TIMELINE, & PROJECT SCHEDULE

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

SUMMARY BUDGET:

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

McAuliffe Elementary School

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

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

Ritchen Elementary School

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

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

METHOD OF DELIVERY

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

III. SELECTION SCHEDULE AND METHOD OF SELECTION

SUMMARY TIMELINE & SCHEDULE:

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

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

ASSIGNMENT PROCESS:

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

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

DESIGN CONSIDERATIONS & PROJECT VISION

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

Proposals should include the following:

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

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

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

SELECTION SCHEDULE

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

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

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

SUBMITTAL FORMAT & REQUIREMENTS

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

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

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

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

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

ATTACHMENT A: VISION & SPECIFICATIONS

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OXNARD K-5 EDUCATIONAL SPECIFICATIONS 1

MODERNIZATION OF MCAULIFFE AND RITCHEN ELEMENTARY SCHOOLS:

SUMMARY

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

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

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

When in doubt, the design team is encouraged to consult with CFW, the District's Program Manager and author of this document. Please realize that this document or content is proprietary to CFW and protected under the laws of California and the United States, may not be reproduced or benefit beyond the intended use herein and is extended to the District for this sole purpose under its contractual obligation and cannot otherwise be used without the explicit written approval of Caldwell Flores Winters, Inc.

KINDERGARTEN CLASSROOMS: Vision & Specifications

OVERVIEW

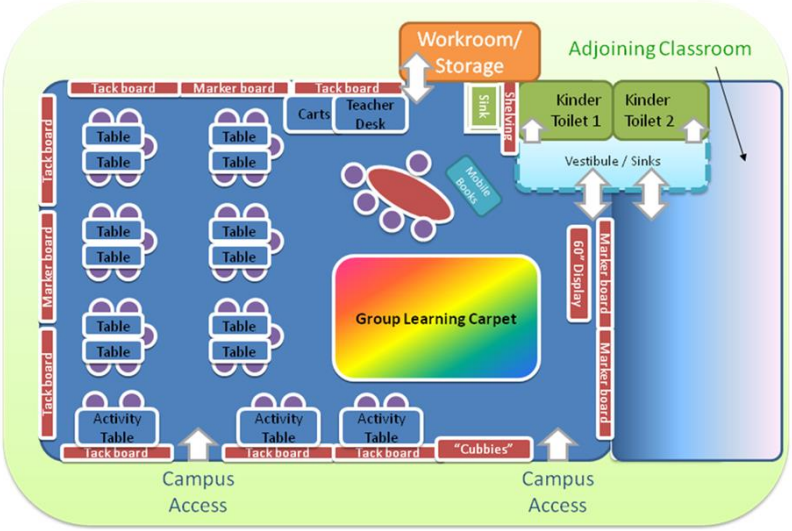
Pursuant to the Board-approved Educational Specifications in the Master Construct and Implementation Plan, kindergarten classrooms will each be 1,100 square feet, not including 150 square feet of work/storage space, and 100 square feet of restrooms, for a total area of 1,350 square feet each. The best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

VISION FOR KINDERGARTEN CLASSROOMS

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

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

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



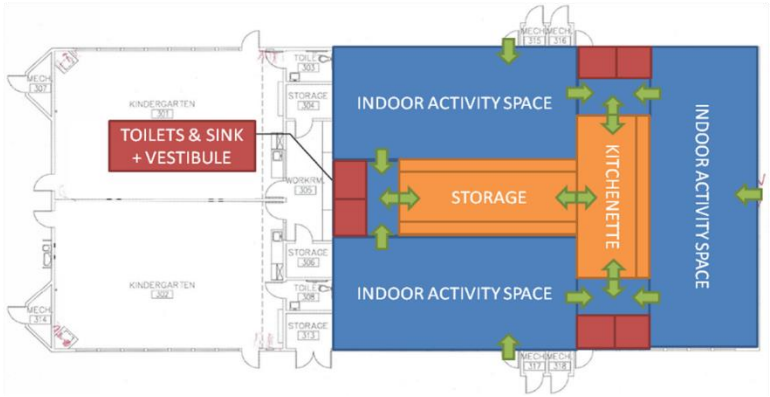
This particular day, the children are using their 1:1 device to take pictures of a drawing they and their peers did earlier in the week, then sequencing their pictures to tell a story, and finally writing the story using one of the apps on the handheld device. At another station, the handheld devices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

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

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

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

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



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

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

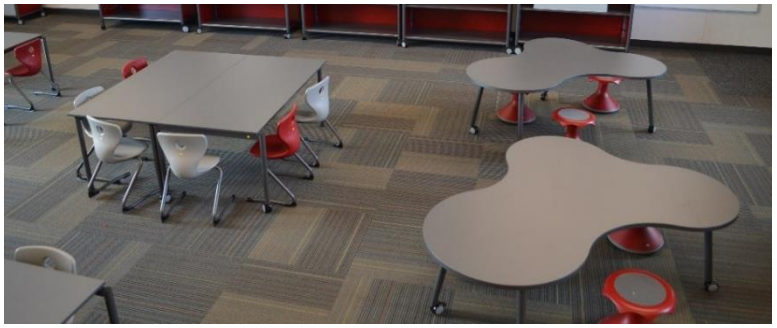
The teacher has a desk off to the side and at the back of the classroom. There is a 4-drawer filing cabinet and a laptop computer. The bathroom is accessible from the classroom so that the young children do not need to leave the classroom to use the restroom. The bathroom is divided into two parts: a toilet room and sink area, as described in the technical section of this document. If permitted by code, the sink is fully located within the classroom area and doubles as both a hand washing sink for the toilet rooms and a general purpose sink for classroom activities.

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

SPECIFICATIONS OF REQUIRED ELEMENTS

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

FURNITURE & FIXTURES REQUIRED:



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

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

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

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



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

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

Markerboards: Multiple writable surfaces are required on wall surfaces throughout the room, preferably at floor-ceiling height to allow students and teachers to use available wall surfaces for drawing, writing practice, or group activities. Maximum flexibility will be achieved if surfaces are available on each of the four walls of the room. Design solutions that provide the ability to slide boards upwards or to the side in order to reveal tack-board surfaces beneath are highly encouraged. Marker boards should also be magnetic, to allow instructors to attach student exemplars where needed for instruction. The remaining wall space not covered with tackable material will need to be covered with marker boards throughout the classroom. This includes the sliding markerboards used to cover exterior windows.

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



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

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

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

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

EQUIPMENT REQUIRED:

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

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

1. Laptop or tablet connected to the instructor's station (e.g., enabling the instructor to share a slideshow or demonstrate a mobile device app)
2. DVD player (e.g., enabling a single video to be duplicated on all screens simultaneously)
3. Digital camera and/or document camera
4. Other devices that generate video or audio content

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

SUPPORT SPACE REQUIRED:

Workroom and storage area: Educational specifications require 150 square feet of storage space and workspace is to be provided for every 1,100 square foot kindergarten classrooms. For three classrooms, a total storage area of 450 square feet is designed to be used by all of the classrooms. The storage room is accessible from each of the kindergarten rooms.

The storage room would contain a long wall that provides cabinetry below a counter top as well as open shelving running the length of that wall above the counter top. As much open shelving as possible should be provided. Sufficient open floor space is needed to allow a cart to be rolled into the room, loaded with supplies by the instructor, and then rolled back out into the classroom for student instructional use. To the extent possible given this open space requirement, shelf space should be provided from floor to ceiling on up to two additional walls. The location of the door along the fourth wall should be along the center of its length so as not to conflict with shelving on adjacent walls.

Toilets: The bathroom should be divided into two areas. A door from the classroom leads into the first area, a vestibule that may also connect to an adjoining kindergarten classroom. The vestibule contains one sink per classroom to which it connects. The two walls of the vestibule that separate it from the classroom feature large windows that provide transparency between the classroom and sink space to improve teacher supervision and

increase safety. Within the vestibule is a door leading to a toilet room containing a single age-appropriate toilet fixture. The doors do not reach the floor so that teachers are able supervise students by seeing the students' feet. The toilets are designed so that they are able to be shared by multiple kindergarten classrooms.



Kindergarten toilet area, separated from the classroom and workroom areas

GENERAL PURPOSE CLASSROOMS: Vision & Specifications

OVERVIEW

Pursuant to the Board-approved Educational Specifications in the Master Construct and Implementation Plan, classrooms are being transformed into 21st Century learning spaces to support flexible, collaborative and unstructured teaching methodology as well as use interactive learning tools. This document is divided into two parts: a vision that describes the anticipated use of the classroom from the perspective of an individual observing the new facilities upon completion and a description that provides a detailed assessment of each design element required to achieve the stated vision.

CLASSROOM VISION

When you enter the classroom, you see students working in groups of 4 or 5. They are at tables, some are sitting some are at the white board writing and some are using an electronic device to help solve the problem they have been given to solve. They are working on solving a problem that combines skills they have acquired in math, science and language arts. The teacher interacts with the students by walking around the room answering questions. At times, the teacher helps the students find the answers on the iPad. The teacher has noticed that a number of students are struggling with the same concept. She commands the attention of the entire class and projects the information needed to clarify the concept on the monitor in the front of the room. Other times, the questions the students have are related to their specific group work and the teacher writes on the white board that is near where the group is sitting. Students also respond on the white board to the teachers' instructions and with their table group. Other students are projecting their work on the Wi-Fi monitor near their work group so that all students in the group can interact with the information.

After an hour, the teacher asks all of the students to put their work away in a space designated for each student on a multiuse cart in the room. They place their iPad on the shelf below their chair. The teacher directs their attention to the front of the room. She wants to show them a video clip to introduce the next set of skills and concepts will be taught in social studies. The children are encouraged to ask questions of the teacher and of their table groups.

Following the whole class instruction, the students change work groups and begin to work on the skills related to the previous set of instructions. They are able to locate information needed on their iPad and share information with their table partners. This classroom is noisy with the sharing and seeking for information and the solving of problems using information in real life

integrated learning units. The classroom is designed to foster creativity, investigation and inquire as well as collaboration. It is designed for maximum flexibility and makes the students feel welcome and comfortable.

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

In the classroom, there are four multi-use carts, one with individual cubbies for each student to store their personal items and backpacks and three additional carts for storing learning material and supplies. There are two movable bookshelves to store books and learning supplies. There is a cabinet around the sink. The need for supplies has been reduced by the use of the iPad which stores textbooks and other books the students need as well as the internet for research. There are hardbound books and other learning manipulates in the classroom, but they too are reduced in number.

There is one sink in the room for students to wash their hands as well as for art and science experiments. The teacher has a desk off to the side and at the back of the classroom. There is one two drawer filing cabinet and a laptop computer for the teacher.

DESCRIPTION OF REQUIRED ELEMENTS

Classrooms modernized, reconfigured, or constructed must, upon completion, be fully furnished and equipped to realize the above vision. Classrooms must also conform to the Educational Specifications approved by the Board of Trustees.

FURNITURE & FIXTURES REQUIRED:

Tables and seating: Student work area are either mobile tables that seat 4 students or individual desks that are mobile and can be arranged into multiple configurations to support differing instructional needs. Seating is mobile as well and provided at a size appropriate for the grade level age of the students. Both the tables or desks and chairs have casters that can be locked to provide for easy movement and flexibility. Tables or desks and seating accommodate up to 24 students for grade 1, up to 26 students for grades 2-3, and up to 34 students for grades 4-5, per educational specifications.



One “kidney” or “puzzle piece” shaped table is provided for either group work or for teachers to work with small groups of students. An instructor desk, chair and two drawer file cabinet are also required furnishings.





Tackboards: There is a need for some wall spaces throughout the room that may be utilized by the instructor to pin student work, learning concepts, and

other materials to the wall. Tackboards are preferably placed at floor-ceiling height to provide maximum utility to available wall space. A typical wall panel may be 8 feet in height by 4 feet in width and be interspersed with similarly sized markerboard or whiteboard panels that provide a writable surface. General classrooms will need to have approximately 35 percent of the total lineal wall area covered with strategically placed tackboards.

Markerboards: Multiple writable surfaces are required on wall surfaces throughout the room, preferably at floor-ceiling height to allow students and teachers to use available wall surfaces for drawing, writing practice, or group activities. The remaining wall space not covered with tackable material (approximately 65 percent of the total lineal wall space) will need to be covered with markerboards throughout the classroom. This includes the sliding markerboards used to cover exterior windows. Maximum flexibility will be achieved if surfaces are available on each of the four walls of the room. Marker boards should also be magnetic, to allow instructors to attach student exemplars where needed for instruction.

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

Sinks*:* Water supply will be required on occasion as a component of art and science activities or clean-up. One sink is required in the classroom area and should be accessible to the height of first through fifth grade students.

Storage units: Traditional classroom casework often monopolizes wall space and can fill the room with storage functions and reduce classroom square footage that is needed for instruction. Mobile storage units are provided in the classroom for storage of instructional materials. The mobile storage units should be placed where tackboard is placed on the walls or in the alcove designed to store the mobile units to allow for markerboard space to remain uncovered so that it is able to be used for instructional purposes. Innovative storage solutions that utilize bins, pullout containers, or rolling carts for frequently utilized items may be considered a superior solution to traditional casework drawers and cabinets. Cabinetry underneath and around the classroom sink is appropriate. Typical "cubbies" should be provided for student storage of backpacks, lunch bags, and other materials.

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

EQUIPMENT REQUIRED:

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

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

1. Laptop or tablet connected to the instructor's station (enabling the instructor to share a slideshow or demonstrate a mobile device app)
2. DVD player (e.g., enabling a single video to be duplicated on all screens simultaneously)
3. Digital camera and/or document camera
4. Other devices that generate video or audio content

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

SPECIAL USE CLASSROOM:

"Science and Technology" and "STEAM" Rooms: It is important to note that a general purpose classroom may also be utilized for more specialized activities to support either Science and Technology or STEAM (science, tech, engineering, arts, math) activities as well. No changes are required to the fundamental design of a room designated for Science and Technology or STEAM activities, however during project design the District may wish to specify a unique set of furniture, fixtures and equipment for one or more rooms in order to meet the specific needs of the educational program.

SUMMARY

The vision and description of classrooms contained herein has been developed with the input of District staff as well as elementary school educators, former school administrators and professional facilities consultants. Collectively, the criteria specified is provided to supplement approved Educational Specifications and provide a framework for classroom design that creates a true 21st Century facility, as opposed to a 20th Century classroom design that has been built in the 21st Century.

As such, a thorough understanding of the functions performed in these spaces is critical so that the form can adequately follow. Much of the functionality in the classroom space is achieved through innovative choices on furniture, fixtures, and equipment (FF&E). As the "essence" of the project, these FF&E elements will enable instructors to transform their teaching pedagogy. Designs that recognize and incorporate these concepts will enable such a vision to be fully realized.

When in doubt, the design team is encouraged to consult with Caldwell Flores Winters, the District's Program Manager and author of this document.

SDC CLASSROOMS (Severe) Vision & Specifications

OVERVIEW

Where required, Special Day Classroom (SDC) will be modernized to support the teaching of special education classes for severely handicapped students ("Severe") in core subjects, such as English, language arts, math, science, and social studies.

SDC CLASSROOM VISION

As you enter the classroom, you see the approximately eight students and five adults that serve the special needs of the students. Some students are in wheelchairs, others are in special devices that assist then with mobility, and others are ambulatory. The teacher and classroom aids interact with the students to meet their specific needs. One of the primary learning goals is for the students to learn daily life skills such as simple cooking, doing laundry, cleaning themselves and purchasing items. Some of the students have unique medical problems that require constant supervision and monitoring. Because of the unique needs of the students, there are different interactive learning devices and software on computers.

Typically, the main floor area of the classroom is open to allow for moving wheelchairs and other mobile devices around the room. There is a group of mobile desks and mobile chairs located in one area of the room. All of the desks are wheelchair accessible. There is a bank of five computers located in another area of the room. A small kitchen with a sink, refrigerator, stove and microwave is accessible from the classroom and is located between two classrooms so that it can be shared. There is also a shared bathroom with a toilet, sink and wheelchair accessible shower.

The walls are full of "rich print" material. There are multiple places for students to work to be displayed as well as learning charts. There are white boards located on one wall on which the teacher can explain concepts or project images using a handheld device. Student work can be displayed on these white boards using magnets.

In the classroom, there are three mobile storage units to hold learning materials. The teacher has a desk off to the side and at the back of the classroom. There is one two drawer filing cabinet and a laptop computer.

DESCRIPTION OF REQUIRED ELEMENTS

Classrooms for the severely handicapped modernized, reconfigured, or constructed must, upon completion, be fully furnished and equipped to realize the above vision. Classrooms must also conform to the Educational Specifications approved by the Board of Trustees.

FURNITURE & FIXTURES REQUIRED:

Tables and seating: There are 8 individual student desks and chairs that are easily moved. There is an activity table for students and teachers to work together. There are computer tables and mobile chairs to hold five computers. An instructor desk and chair, a locking two drawer file cabinet, and three mobile storage units on casters are also required furnishings.





Tackboards: There is a significant need for continuous wall spaces throughout the room that may be utilized by the instructor to pin student work, learning concepts, and other materials to the wall. Tackboards are preferably placed at floor-ceiling height to provide maximum utility to available wall space. A typical wall panel may be 8 feet in height by 4 feet in width, and be interspersed with similarly sized wall panels that provide a writable surface (see marker boards).

Marker board (whiteboard): Writable surfaces (markerboards) are required on one wall surface in the room. Marker boards should also be magnetic, to allow for instructors to attach student exemplars where needed for instruction.

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

Platforms, shelves, and cabinetry: Traditional classroom casework often monopolizes wall space and over-saturates the room with storage functions that are better supplied in an adjacent storage/workroom. A limited supply of casework is required within the classroom for storage of "everyday" use manipulates and supplies, with remaining casework and shelving required in workrooms for storage of "occasional" use materials. Innovative storage solutions that utilize bins, pull-out containers, or rolling carts for frequently utilized items may be considered a superior solution to traditional casework

drawers and cabinets. Cabinetry in the kitchen area is appropriate with both upper and lower cabinets and a counter space to be used for preparing food. The sink in the kitchen should be wheelchair accessible.

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

EQUIPMENT REQUIRED:

Flat screen display: A single flat screen display measuring at least 60 inches diagonally is required to support the vision described herein. Display requirements include a minimum of 3 HDMI (High Definition Multimedia Interface) inputs, and either built-in WiFi equipment or an attached accessory device that provides WiFi accessible services. These specifications are consistent with industry practice for commoditized television displays. As a result, the selected display is more likely to resemble a low-cost consumer model available at many discount retailers than a specialized technology available through educational component distributors. The display should be mounted on a reliable adjustable arm positioned so that the bottom of the display is 5 feet above the floor. The mounting should also provides the option of extending the display out from the wall 1-2 feet and thus permitting the display to pivot to the left or right for an approximate turning angle of 45-90 degrees. Cabling should be obscured behind the mount and within the wall.

Classroom video/audio source selection switch: A switching mechanism shall be provided that allows the instructor to quickly adjust the video or audio source being provided to the display. The instructor is able to do this from one control or from a handheld device. For example, sources selectable from the switch may include:

1. Laptop or tablet connected to the instructor's station (e.g. enabling the instructor to share a slideshow or demonstrate an iPad app)
2. DVD player (e.g. enabling a single video to be duplicated on all screens simultaneously)
3. Digital camera and/or document camera (described above)
4. Auxiliary device – to be used for alternate devices that generate a video or audio source

Student computing devices: The District's Technology Program will equip the classroom with five computers for the students to use during classroom instruction. The design team should engage the District's Chief Information Officer (CIO) in the selection of the above equipment to ensure compatibility where required.

SUPPORT SPACE REQUIRED:

Kitchen Area: The main classroom area is approximately 1100 square foot with the kitchen area approximately 200 square feet. There are both upper and lower cabinets in the kitchen with a wheelchair accessible sink, stove, refrigerator and microwave. The kitchen area is shared with another 1100 square foot classroom as is accessible from both classrooms.

Bathroom: There is one bathroom that is accessible from each of the classrooms. It contains a toilet, sink and wheelchair accessible shower. The bathroom is approximately 100 square feet.

The vision and description of the classrooms for severely handicapped children contained herein has been developed with the input of District staff as well as special education school educators, former school administrators and professional facilities consultants. Collectively, the criteria specified is provided to supplement approved Educational Specifications and provide a framework for classroom design that creates a true 21st century facility, as

opposed to a 20th century classroom design that has been built in the 21st century.

As such, a thorough understanding of the functions performed in these spaces is critical so that the form can adequately follow. Much of the functionality in the new classroom space is achieved through innovative choices on furniture, fixtures, and equipment (FF&E). As the "essence" of the project, these FF&E elements will enable instructors to transform their teaching pedagogy. Designs that recognize and incorporate these concepts will enable such a vision to be fully realized.

When in doubt, the design team is encouraged to consult with Caldwell Flores Winters, the District's Program Manager and author of this document.

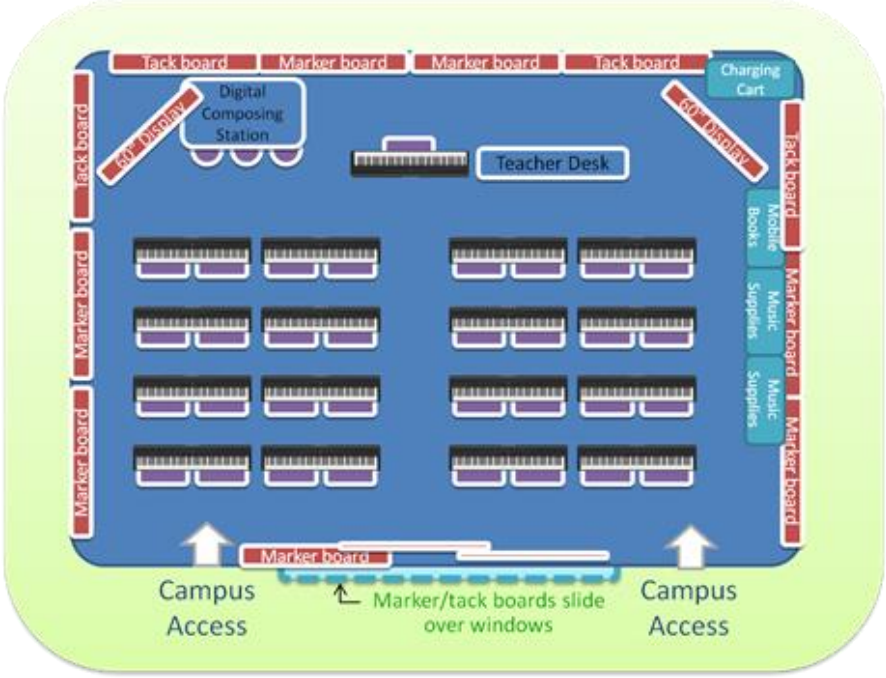
PIANO KEYBOARD LAB: Vision & Specifications

OVERVIEW

The Oxnard School District has adopted a Master Construct and Implementation Program guided by a mission to transform the functionality of school facilities and improve academic achievement. Students will have the opportunity to take a piano keyboarding class. As part of the District's educational program, one of the standard learning labs should be modernized, furnished, and equipped as a Piano Keyboard Lab. The lab should be designed and modernized per the vision and description herein described. This section is divided into two parts: a vision that describes the anticipated use of Piano Keyboard Lab from the perspective of an individual observing the facilities upon completion of the modernization, and a description that provides a detailed assessment of each design element required to achieve the stated vision.

VISION FOR THE PIANO KEYBOARD LAB

When you enter the Piano Keyboard Lab, you see students sitting at piano keyboards, two students per keyboard. Each student has on headphones and is practicing playing the keyboard at either the upper or lower octave. The room is quiet. The teacher is at the front of the room and is also wearing headphones. There is an instructor keyboard and a large digital board to which the teacher is connected so that he/she can listen to each student individually and provide feedback to the student as to what the student needs to do to improve his/her piano skills and performance. When appropriate, the teacher has all the students take their headphones off and together they play the piece of music. They can hear how they sound within the group as well as how the entire group sounds together.



There are two large flat screen displays at the front of the room. There are several instructional uses for the monitor. At times the instructor can show a video of an exemplary piano and musical performance. Other times the instructor shows a video of the class performance to use as feedback for improved performances. On another day, the instructor uses his/her iPad as



a document camera to show a close-up of a fingering technique on the keyboard.

The piano keyboards are placed in rows with a center isle so that the teacher can walk down the aisle and look down the row at the keyboards to monitor student practice techniques and engagement. There is space between each of the rows that allows for the teacher to move easily behind each of the students to provide individual feedback as necessary. There are a total of 16 student keyboards in the room. There is one instructor keyboard along with the digital board for listening placed at the front of the room. Each of the keyboards is hooked up to the electrical outlet provided along each of the two walls. The keyboards and the instructors keyboard and monitor device are networked together.

In the classroom, there is a space approximately 12 feet by 2.5 feet in which three mobile multi-use carts can be stored. There are several rows of open shelving beginning about 5 ½ feet from the floor up to the ceiling. This space is enclosed with floor to ceiling sliding white markerboards that can be opened or closed. The mobile units can be moved into or out of this storage area.

The room includes the 21st century amenities and technology components such as full height fixed and sliding white boards, 1:1 interactive functionality, a monitor placed on the front of the classroom wall that also serves as the teaching wall. There are mobile storage units to hold instructional materials and supplies.

SPECIFICATIONS OF REQUIRED ELEMENTS

The piano keyboard lab must be furnished and equipped to realize the vision contained within and conform to the Educational Specifications approved by the Board of Trustees. Specifications are described below to assist firms in developing proposals that are responsive to the needs of the project. Specified elements are required in the room as noted below**.**

FURNITURE AND FIXTURES REQUIRED

Piano Keyboards and benches: A total of 16 student keyboards need to be provided for the students with 32 individual student benches that are the correct height for the keyboards. The teacher will be provided a keyboard and digital monitoring device as well as a maneuverable desk and height-adjustable swivel chair.

Tables and chairs: Two tables with casters that fold up and are easily moved with 8 chairs of appropriate size for 4th and 5th grade students need to be provided.

Storage Carts and Cabinets: Instead of built-in casework mobile storage carts and cabinets are used to meet any classroom storage needs. The piano lab needs three mobile storage cabinets.



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

Markerboards: Markerboards must be installed on one wall, preferably at floor-to-ceiling height to allow students and teachers greater use of the wall. Walls with window openings may include markerboards that can slide on a track and cover the windows when additional writing surface is needed or the room needs to be darkened.

Acoustical Panels: Affixed to the walls or suspended from the ceiling, as appropriate, sound-baffling acoustical panels will be required to reduce reverberation in the room and optimize the quality of voice and musical performances.

EQUIPMENT REQUIRED

HDTV Displays: Two flat screen HDTV displays measuring at least 60 inches diagonally are required to support the vision described herein. Display requirements include a minimum of three HDMI inputs, and either built-in Wi-Fi equipment or an attached accessory device that provides Wi-Fi accessible services. The display should be mounted on a reliable adjustable arm positioned so that the bottom of the display is 5 feet above the floor. The mounting should also provide the option of extending the display out from the wall one to two feet and thus permitting the display to pivot to the left or right for an approximate turning angle of 45 to 90 degrees. Cabling should be obscured behind the mount and within the wall.

Care should be taken to select a reliable, cost-effective HDTV product, and consideration should be given to the simplicity, ease, and familiarity with controls that teachers use to adjust the device. With this in mind, architects and engineers are to be mindful of the potential for interference between common infrared remote controls and highly reflective surfaces around the room and may suggest a means by which to avoid signals meant for one HDTV from being received by another.



Example of a 60-inch HDTV mounted to a classroom wall for illustration purposes only; actual products selected for the project may vary.

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

in the room or within additional remaining space provided by the AV box. Inputs may include:

1. Laptop or tablet connected to the instructor's station (e.g., enabling the instructor to share a slideshow or demonstrate a mobile device app)
2. DVD player (e.g., enabling a single video to be duplicated on all screens simultaneously)
3. Digital camera and/or document camera
4. Other devices that generate video or audio content

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

Student computing devices: The District's Technology Program has equipped all students with iPads to be used within this high-tech lab environment. The design team should engage the District's Chief Information Officer (CIO) in the selection of the above equipment to ensure compatibility where required.

SUMMARY

The vision and description of piano keyboard lab contained herein has been developed with the input of District staff as well as elementary school educators and professional facilities consultants. The criteria specified are provided to supplement approved educational specifications and provide a framework for classroom design that creates a true 21st century facility, as opposed to a 20th century classroom built in the 21st century.

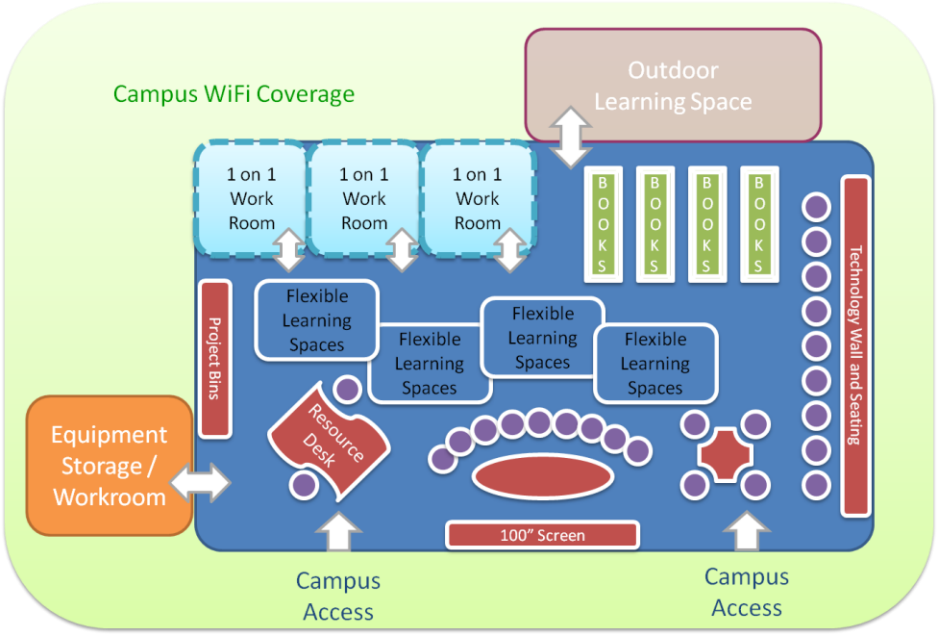
As such, a thorough understanding of the functions performed in these spaces is critical so that the form can adequately follow. Much of the functionality in the new learning labs is achieved through innovative choices on furniture, fixtures, and equipment). As the "essence" of the project, these FF&E elements will enable instructors to transform their teaching pedagogy. Designs that recognize and incorporate these concepts will enable such a vision to be fully realized.

When in doubt, the design team is encouraged to consult CFW, the District's Program Manager and author of this document.

LIBRARY/MEDIA CENTERS: Vision & Specifications

OVERVIEW

The Oxnard School District has adopted a Master Construct and Implementation Program guided by a mission to transform the functionality of school facilities and improve academic achievement. The Library/Media Center should be modernized per the vision and description herein described. This section is divided into two parts: a vision that describes the anticipated use of the Library/Media Center from the perspective of an individual observing the use of the facility upon completion of the modernization, and a description that provides a detailed assessment of each design element required to achieve the stated vision.



LIBRARY/MEDIA CENTER VISION

As you enter the Library/Media Center, you first notice and hear a 90" TV that is mounted on the wall. Immediately surrounding this display, a teacher is instructing a group of students sitting on the floor, on how to use the 3D printer, by projecting her iPad onto the display. When they have completed their instruction, the students move to open areas in the room. Another group of students comes to the area of the monitor. The teacher is demonstrating a coding lesson, and using their individual iPads, the students follow along. When they are complete, another group of students is shown a coding lesson, and using their individual iPads, follow along. Students utilize the Library/Media Center to collaborate, investigate, and solve problems. Thus, the room is noisy – definitely not the quiet library spaces of the past. There is appropriate furniture – flexible and comfortable – throughout the room, and the large open physical space makes the room feel very bright and active. The space encourages teach and student interaction and students feel very comfortable in this learning space.

Students select a digital device if they do not have one, or use their own issued device and sit wherever they are comfortable to read and interact with the technology. On the perimeter of room are places for students to sit, read, and discuss what they are learning. The building has wireless internet connectivity throughout. On one wall are rows of windows with "shelves" along these windows, and stools to sit on. Students are sitting on the stools with their iPad. As they learn something new and exciting, they are sharing it with their fellow students. This space lends itself to students interacting with each other. In another area, students are sitting on the floor working on a project. They are also doing research on their iPads as well as working on various projects.

The Resource Teacher sits at a work station or table that is inviting to students and encourages them to come and seek information or help. The furnishing and size of the work space invites students to approach and collaborate as opposed to creating an intimidating barrier that might keep students away. If a student needs to make up a test or be collaborative, the resource teacher is there to help. The resource teacher – with a kind, friendly, and responsive demeanor – answers questions and provides guidance to students. This teacher might lead a small group lesson on responsible computer use, safety, security, and information reliability – today's equivalents of learning the Dewey decimal system. In between questions and structured activities, the resource teacher is preparing labs or project materials for students who may only come to school for a few hours each week in support of their homeschooling curriculum.

Along a wall nearby are prepared tubs of student project materials, containing bins with everything a student needs to complete various projects. For example, if a homeschooled student needs to come in for completion of a science project, a tub with the appropriate experiment, instructions, and tools are all there in one place to allow completion of the work. The student takes the tub to a comfortable place in the Library/Media Center to work on

their project and returns to the Resource Teacher, or may choose to work with another student in one of three breakout rooms, when needing support.

There is another area in this room that has six computers along the wall where students learn keyboarding skills or take a small group class with the Resource Teacher on how to use a certain software product such as Microsoft Office or Digital Art software. There is another area where students sit comfortably in chairs, a sofa or café tables to read and discuss what they have read. Hardbound books are on carts with wheels, as well as on a limited built-in bookshelf along one wall. The size of the collection has been reduced because students can access many books on their iPad.

There are also one to one workrooms that allow students to step in with the Resource Teacher to complete homeschooling meetings or other discussions that might require a sound-isolated space. Small groups of students might also use the workrooms to collaborate on projects or assignments. Inside the workrooms, floor-to-ceiling marker boards provide comfortable spaces to write or draw freely. The workrooms feel very open and connected to the rest of the Library/Media Center, as any walls or doors feature transparent surfaces.

Fixtures and finishing in the room contribute to the theme of the school academy. For example, exemplary multi-media project as being displayed in this multi-media focused elementary school.



DESCRIPTION OF REQUIRED ELEMENTS

FURNITURE & FIXTURES REQUIRED:

Tables and seating: A variety of flexible and comfortable seating is provided for 36 students; stools along the technology wall are provided with enough seating for 10 students. Desks that a mobile and can reconfigured into a variety of orientations are provided for 20 students. Six computer tables with chairs are also provided. In a central location, a circular desk is provided for an instructor to sit in the interior, and interact with students. Against one wall, near the entry, a modified circulation table is provided. This desk would provide space for students to return and check out books, and house the Library Technician's computer. This desk is not easily mobile, but is also not built into the Library/Media Center, so that the space can be rearranged as necessary. In each breakout room, a table and chairs are provided for four students. In the Maker's room, sufficient flexible and mobile table and chairs are provided for eight students.

Shelving and storage: There is book shelving along perimeter walls of the library media center. In addition, there are four sturdy movable book shelves that can be arranged in different ways to meet the space needs of the room.

There are two additional movable shelving units that contain storage compartments for bins/tubs of activities to hold student learning materials. Additionally, a portion of the Library/Media Center should be set aside as a locked technology storage room.



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

This room would have space and shelving appropriate to store the Library/Media Center's inventory of iPads on four mobile computer carts. If appropriate, this space could also house the MDF/IDF. This storage would be separate from the textbook storage room and other storage space, and would meet the need to secure the school's allotment of iPads or other future computing devices provided for each student and teacher when not in active use. In the maker's room, an additional two movable storage units are provided. In the textbook storage/workroom, tables, four chairs, and four mobile storage units are provided

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

EQUIPMENT REQUIRED:

HDTV Display: A single flat screen HDTV display measuring at least 90" inches diagonally is required to support the vision described herein. This display should be surrounded by a sitting area for project presentations. Display



Example of a 60-inch HDTV mounted to a classroom wall for illustration purposes only; actual products selected for the project may vary.

requirements include a minimum of three HDMI inputs, and either built-in Wi-Fi equipment or an attached accessory device that provides Wi-Fi accessible services. The display should be mounted on a reliable adjustable arm positioned so that the bottom of the display is 5 feet above the floor. The mounting should also provide the option of extending the display out from the wall one to two feet and thus permitting the display to pivot to the left or right for an approximate turning angle of 45 to 90 degrees. Cabling should be obscured behind the mount and within the wall.

Care should be taken to select a reliable, cost-effective HDTV product, and consideration should be given to the simplicity, ease, and familiarity with controls that teachers use to adjust the device. With this in mind, architects and engineers are to be mindful of the potential for interference between common infrared remote controls and highly reflective surfaces around the

room and may suggest a means by which to avoid signals meant for one HDTV from being received by another.

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

1. Laptop or tablet connected to the instructor's station (e.g., enabling the instructor to share a slideshow or demonstrate a mobile device app)
2. DVD player (e.g., enabling a single video to be duplicated on all screens simultaneously)
3. Digital camera and/or document camera
4. Other devices that generate video or audio content

Student computing devices: The District's Technology Program has equipped all students with iPads to be used within this high-tech environment. The design team should engage the District's Chief Information Officer (CIO) in the selection of the above equipment to ensure compatibility where required.

MAKER'S ROOM

Visible from the Library/Media Center , through a store-front glass wall, is a maker's room. The makers room is approximately 480-square feet in size, and includes a 3D printer, as well as a wireless iPad compatible printer for student use. These printers are connected to the computers in the main Library/Media Center space. Students are using the space to collaborate and build their projects. Mobile storage units are provided to store student projects and student materials.

SUMMARY

The vision and description of Library/Media Center contained herein has been developed with the input of District staff as well as educators, former school administrators and professional facilities consultants. Collectively, the criteria specified is provided to supplement approved Educational Specifications and provide a framework for design that creates a true 21st century Student Resource Center facility, as opposed to a 20th century library design that has been built in the 21st century.

As such, a thorough understanding of the functions performed in these spaces is critical so that the form can adequately follow. Much of the functionality in the new Library/Media Center is achieved through innovative choices on furniture, fixtures, and equipment (FF&E). As the "essence" of the project, these FF&E elements will enable library media instructors and resource teachers to transform their instructional pedagogy. Designs that recognize and incorporate these concepts will enable such a vision to be fully realized.

When in doubt, the design team is encouraged to consult with Caldwell Flores Winters, the District's Program Manager and author of this document.

MULTIPURPOSE FACILITY: Vision & Specifications

OVERVIEW

The Multipurpose Facility will support many different uses and function as a main gathering place for assemblies, student performances and athletic

events, in addition to a meal preparation and an eating space. The Multipurpose Facility will be modernized to include new cafeteria furniture, new kitchen equipment and 21st Century upgrades. The vision below provides the perspective of an individual observing the facility upon completion of the modernization, and is followed by a description that provides a detailed assessment of each design element required to achieve the stated vision.

MULTIPURPOSE ROOM VISION

It is early in the morning, prior to school starting. As you enter the Multipurpose Room, you see students eating breakfast sitting at cafeteria type tables. Older students are given a choice of where they would like to sit to eat breakfast or lunch.

Today it is raining outside, so students can gather in the Multipurpose Room during their PE time. They participate in indoor physical activities that involve games where every child is moving. The cafeteria tables have been folded and stored along one wall to create the open space that allows for student movement. The ceiling is clear of any mechanical or structural elements at least 22-feet above the floor, permitting a wide range of athletic uses (e.g. basketball, volleyball).

On other days when it is nice outside, the students can use the space after lunch for group collaboration projects. They might use the cafeteria tables while engaging in an activity when the project calls for an expanse of table space to lay out the project. Students can work and collaborate in this space.

On staff development days, this space is also used by teachers for their staff development. The monitor serves a "screen" for the presenter to project images or presentations. There is also a screen in front of the stage that comes down when the remote control is activated. At times, this screen is used instead of the monitor with a projector or both are used at the same time.

Afterschool, some of the students use the Multipurpose Room to play physical games, such as basketball or volleyball, as a part of the Afterschool Program. The cafeteria tables have been folded and moved along one way to provide floor space in which the students play.

That evening, the school's choir is presenting their winter concert for the parents. The students perform on a mobile stage. There is lighting and sound provided for student performance. The parents sit on folding chairs that have been placed on the main floor of the building. Earlier in the day, the District's facilities staff assembled the stage, which was being stored in the storage area. This is the area where the folding chairs are also stored.

The Multipurpose Room serves as a very flexible space for many kinds of activities in which the school wishes to engage. The room is bright and cheerful using the colors of the school mascot and has a very modern and updated appearance. The area will be equipped with Wi-Fi access to accommodate student use of digital devices.

MUSIC PLATFORM

The Multipurpose Facility allocates dedicated space for a performance platform, a portable stage. The District has opted to utilize this floor area to increase the overall size of the open, flexible use space of the multipurpose room, provided that an appropriate area is configured at which a mobile stage can be assembled when required for student performances, parent events, or other uses. As such, architects are advised to identify this space, and ensure lighting and AV controls recognize its intended function, and otherwise ensure that under day-to-day operating conditions, the space provides additional flexible space to enlarge the capacity of the multipurpose room.

Careful consideration should be given to select a mobile stage that can easily be assembled and disassembled. This stage should require only two people

for assembly. The stage should be able to be stored in the multipurpose facility storage room when not in use.

PREPARATION KITCHEN

As a part of the modernization of the Multipurpose room, new kitchen equipment will be provided to replace older equipment, where required. Properly functioning kitchen equipment will remain.

OTHER UPGRADES

New ceiling tiles, flooring, and HVAC grills will be replaced where required. Electrical upgrades for improved Audio-Visual systems will be provided, where required. Where community uses are already in place, they shall be maintained to the extent possible as long as they do not interfere with the educational and operational use of the school.

DESCRIPTION OF REQUIRED ELEMENTS

FURNITURE & FIXTURES REQUIRED

Tables and seating: Cafeteria type tables and seating will be provided that easily and quickly fold up and can be stored in designated storage rooms or spaces and maximize the seating within the available space for multiple uses. The tables and seating must be provided that support their use and reconfiguration for smaller parent and staff meetings as well as for school sponsored assemblies.

EQUIPMENT REQUIRED

Ceiling Mounted Screen: A very large remote-operated, retractable screen is required, mounted from the ceiling and positioned above the location anticipated to be utilized for the mobile stage. A high-lumen projector should be mounted on the ceiling and positioned to project clearly to the screen when in use. The projector should be wired to a corresponding audio/video box, mounted 2-feet off the ground on one wall and described below. HDMI cabling should run through the ceiling and walls from the projector to the A/V box, to enable the projector to play media from a variety of sources.

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

1. Laptop or tablet connected to the instructor's station (e.g., enabling the instructor to share a slideshow or demonstrate a mobile device app)
2. DVD player (e.g., enabling a single video to be duplicated on all screens simultaneously)
3. Wireless media streaming devices (e.g. Apple TV, Chromecast)
4. Digital camera and/or document camera
5. Other devices that generate video or audio content

Above or beside this box, a small retractable wall mounted desk shall be provided. The desk would provide enough space for a laptop, to allow staff or other presenters to hook their laptop up to the projector system, through the A/V Box.

SUMMARY

The vision and description of Multipurpose Room contained herein has been developed with the input of District staff as well as educators, former school administrators and professional facilities consultants. Collectively, the criteria specified is provided to supplement approved Educational Specifications and provide a framework for design that creates a true 21st

century Multipurpose Room facility that will be able to meet the various needs for the kinds of spaces that enrich students' academic experiences.

As such, a thorough understanding of the functions performed in these spaces is critical so that the form can adequately follow. Much of the functionality in the new Multipurpose Room space is achieved through innovative choices on furniture, fixtures, and equipment (FF&E). As the "essence" of the project, these FF&E elements will enable to use the space in a multiple of ways that meet the needs of the students. Designs that recognize and incorporate these concepts will enable such a vision to be fully realized.

When in doubt, the design team is encouraged to consult with Caldwell Flores Winters, the District's Program Manager and author of this document.

OTHER SUPPORT SPACE (Counselor Room): Vision & Specifications

OVERVIEW

As part of the District's Master Construct and Implementation Program, future improvements at McAuliffe Elementary School include providing approximately 730 square feet of administrative programming space in the permanent building to properly house both the Speech and RSP programs.

Per the adopted Educational Specifications, the counselor and psychologist rooms require at least 150 square feet each. As the counselor office is currently in a space that could serve a support program with the need for greater square footage, finding a new home for the counselor office will eliminate the need to construct new administration space.

There are two locations where there are two adjacent supply rooms: between Rooms 21 and 23 and between Rooms 34 and 36. By converting either set of these supply rooms into 1 larger office space, may create sufficient space to house the counselor room, allowing the current counselor space to house RSP and Speech, thereby eliminating the use of 2 additional portables for support space. This will be further studied once the design process is underway.

COUNSELOR ROOM VISION

The is one dedicated office for the counselor to provide support to the students at the school. The office is furnished with a desk, chair, file cabinet, mobile bookcase and mobile lockable storage cabinet. There is a small table with 4-6 chairs that allow for meeting with small groups of children or parents.

DESCRIPTION OF REQUIRED ELEMENTS

The Counselor Room must, upon completion, be fully furnished and equipped to realize the above vision.

FURNITURE & FIXTURES REQUIRED:

Desks, seating and workspace: The office has a desk, comfortable desk chair, 2 drawer filing cabinet, computer, 2 mobile storage units, and small table with 2 to 4 chairs that functions as a small work or meeting space.

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

Platforms, shelves, and cabinetry: There is no need for built-in cabinetry or shelves, as the desks and offices utilize mobile storage units.

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

SUMMARY

The vision and description of Counselor Room contained herein has been developed with the input of District staff as well as elementary school educators, former school administrators and professional facilities consultants. Collectively, the criteria specified is provided to supplement approved Educational Specifications and provide a framework for classroom design that creates a true 21st century facility, as opposed to a 20th century classroom design that has been built in the 21st century.

As such, a thorough understanding of the functions performed in this space is critical so that the form can adequately follow. Much of the functionality in the new Counselor Room space is achieved through innovative choices on furniture, fixtures, and equipment (FF&E). As the "essence" of the project, these FF&E elements will enable instructors to transform their teaching pedagogy. Designs that recognize and incorporate these concepts will enable such a vision to be fully realized.

When in doubt, the design team is encouraged to consult with Caldwell Flores Winters, the District's Program Manager and author of this document.

OXNARD K-5 EDUCATIONAL SPECIFICATIONS

SPACE	AREA	UNITS	TOTAL
Classroom	960	23	22,080
Kindergarten	1,100	5	5,500
Flex Room (Special Ed, K, TK)	1,100	1	1,100
Special Ed/RSP	960	2	1,920
Teaching Space (Total Sq. Ft.)			**30,600**
Flex Office	150	1	150
Speech Office	150	1	150
Psychologist Office	150	1	150
Teaching Support Space (Total Sq. Ft.)			**450**
Workroom/Storage	150	6	900
Toilets	100	6	600
Equipment Storage	100	1	100
Kindergarten/Flex Support Space (Total Sq. Ft.)			**1,600**
Lobby/Waiting	300	1	300
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Rm	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/MP/Workroom	300	1	300
Parent/Storage Room	100	1	100
Administrative Space (Total Sq. Ft.)			**3,005**

SPACE	AREA	UNITS	TOTAL
Circulation Desk	50	1	50
Work/Processing Rm	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Rm	100	3	300
Tech Work/Storage Rm	150	1	150
Library and Resource Center (Total Sq. Ft.)			**2,700**
Multipurpose Room	3,500	1	3,500
Chair/Table Storage	200	1	200
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Room	200	1	200
Serving/Prep Kitchen	350	1	350
Walk-in Refg/Freezer	75	2	150
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
Multipurpose Facility (Total Sq. Ft.)			**6,250**
Lunch Shelter	2,800	1	2,800
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,200	1	2,200

TOTAL CLASSROOMS	**31**	
TOTAL BUILT AREA (SQ. FT.)		**50,805**

ATTACHMENT B: COST COMPARISON SHEET

Attachment B - Cost Comparison Sheet

District Specification and Budget				Architect's Proposal				
McAuliffe Elementary Improvements	**Net Total**	**Unit**	**Hard Cost Budget**	***Description (Same format as District Specification)***	***Net Total***	***Unit***	***Variance from District Spec.***	***Est. 2019 Total Cost as Proposed***
21st Century upgrades to 28 existing permanent classrooms		sf						
21st Century upgrades to library/media center		sf						
Improvements to the MPR area		sf						
Upgrades to the HVAC system		sf						
Convert supply rooms into office space		sf						
Subtotal:		**sf**	**$ 3,471,821**					
Assumptions								
Total Project Soft Costs								
21st Century Classroom and Support FF&E								
Professional Services (e.g. architect/engineering/other consulting fees)								
Agency fees, Inspection (IOR)								
Environmental, Legal								
Project Contingency								
Other (e.g.preliminary testing, energy analysis, misc)								
Total Soft Costs			**$ 1,487,923**					
Total "All-In"			**$ 4,959,744**					
Ritchen Elementary Improvements	**Net Total**	**Unit**	**Hard Cost Budget**	***Description (Same format as District Specification)***	***Net Total***	***Unit***	***Variance from District Spec.***	***Est. 2019 Total Cost as Proposed***
21st Century upgrades to 28 existing permanent classrooms		sf						
21st Century upgrades to library/media center		sf						
Improvements to the MPR area		sf						
Upgrades to the HVAC system		sf						
Subtotal:		**sf**	**$ 3,434,095**					
Assumptions								
Total Project Soft Costs								
21st Century Classroom and Support FF&E								
Professional Services (e.g. architect/engineering/other consulting fees)								
Agency fees, Inspection (IOR)								
Environmental, Legal								
Project Contingency								
Other (e.g.preliminary testing, energy analysis, misc)								
Total Soft Costs			**$ 1,471,755**					
Total "All-In"			**$ 4,905,850**					

* Hard costs are inclusive of all site work and demolition, General Conditions and requirements, Contractor's Bond, Risk and Insurance, Contractor's Fee and Overhead, and Construction Contingency.

ADDENDUM #001 TO THE REQUEST FOR PROPOSAL DOCUMENT

To all Architect Bidders of Record on the Request for Proposal (RFP) titled:

REQUEST FOR PROPOSALS- ARCHITECTURAL SERVICES

MODERNIZATION OF
MCAULIFFE AND RITCHEN ELEMENTARY SCHOOLS

Addendum Date: September 10, 2019

A. This Addendum shall be considered part of the Request for Proposal document for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original RFP document, this Addendum shall govern and take precedence.
B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

The RFP document are modified and clarified, as follows:

Item #1

Changes to the RFP Document:

1.1 RFP Cover Sheet:

Request for Proposal document date of August 30, 2019 added.
Addendum #1 document date of September 10, 2019 added.

1.2 RFP page 2, Project Requirements:

Sentence added to the end of paragraph 1. Text reads: "This scope to be further defined at a later date."

1.3 RFP page 3, Project Requirements, Requested Services:

Paragraphs 3, 4 and 5 added. Text reads: "Water intrusion into the building is a problem at both McAuliffe and Ritchen. Design team to investigate, design a solution and provide a cost estimate for this work that is separate from the modernization costs.

Attach

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

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

1.4 RFP page 4, Project Requirements, Requested Services, For the library/media center improvements, key elements required include:

Omit first bullet point. Text reads: "Sixteen media tables and stools of various heights will be located along one wall that have electrical outlets for students to plug in their hand-held devices or computer stations that have software specific for students to create projects related to the school's educational program."

1.5 RFP page 4, Project Requirements, Requested Services, Key elements related to the improvements to the existing MPR facilities include:

Omit second bullet point. Text reads: "A 90-inch monitor will be mounted on the wall away from physical activity areas with wireless connectivity throughout the room."

1.6 RFP page 5, Project Requirements, Requested Services, Key elements related to the improvements to the existing MPR facilities include:

Add text to third bullet point. Text reads: "an 18' x 24'"

1.7 RFP page 5, Project Requirements, Requested Services, Key elements related to the improvements to the existing MPR facilities include:

Omit text from fourth bullet point and add text to fourth bullet point. Omitted text reads: "New kitchen equipment will be provided to replace older equipment, where required. Properly functioning kitchen equipment will remain."

Added text reads: “Walk-in refrigerators / freezers at both schools to be evaluated for functionality and repaired / replaced as required. The grease interceptor to be replaced at McAuliffe only.”

1.8 RFP page 5, Project Requirements, Requested Services, Key elements related to the improvements to the existing MPR facilities include:

Add seventh bullet point. Text reads: “Structural evaluation at Ritchen – 1 window wall.”

1.9 RFP page 5, McAuliffe Elementary School:

Replace text in first paragraph. Omitted text reads: “new furniture for the cafeteria and new kitchen equipment where applicable.”

Replacement text reads: “new projector and screen, replacement of the stage with a smaller, demountable stage, replacement of a limited amount of ceiling tile, kitchen upgrades as listed and supplemental or new cafeteria tables, as directed by the district.”

1.10 RFP page 6, Ritchen Elementary School:

Replace text in first paragraph. Omitted text reads: “new furniture for the cafeteria and new kitchen equipment where applicable.”

Replacement text reads: “new projector and screen, replacement of the stage with a smaller, demountable stage, replacement of a limited amount of ceiling tile, kitchen upgrades as listed, structural repair as necessary and supplemental or new cafeteria tables, as directed by the district.”

End of Addendum #1

Attachments:

Request for Proposal for Architectural Services, Addendum #1 revisions incorporated.

Attach



Statement of Proposals for Architectural Services

Modernization of McAuliffe and Ritchen Elementary Schools

Submitted to Oxnard School District
by IBI Group
September 13, 2019

1165

EXHIBIT "B"
ARCHITECT'S BASIS OF DESIGN

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IBI Group
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fax 213-769-0016
web www.ibigroup.com

September 13, 2019

Oxnard School District
1051 S. A Street
Oxnard, CA 93030

Attn: Jordan Miles, CFW

Re: Request for Proposals for Architectural Services
Modernization of McAuliffe and Ritchen Elementary Schools

Dear Mr. Miles,

Thank you for the opportunity to share our ideas for the modernization of McAuliffe and Ritchen Elementary Schools as the Oxnard School District seeks to better serve the future of their community with the development 21st century learning environments. IBI Group has an extensive track record of working with school districts across the state of California spanning the past 40+ years. For 30+ years we have successfully collaborated with the Oxnard School to improve the educational environments for the benefit of the students and the community. We have completed numerous construction projects ranging from modernizations to new ground up facilities; and we look forward to the challenge of **redefining the learning environments at McAuliffe and Ritchen Elementary Schools** to better prepare their students to meet the challenges of today's educational environment.

We look forward to working with the district as you seek to develop unique learning environments that promotes the next generation of learning; which will further augment the strand-focused STEAM classroom and maker space at McAuliffe Elementary and the academic focus of science and technology at Ritchen Elementary. Assisting the district in achieving their vision, we will re-envision the existing facilities though a series of modernizations to the permanent classrooms, multipurpose room, library and additional support spaces. Working with the existing spaces we will incorporate elements of next generation learning taking advantage of current technology trends, as well as redefining furnishings to provide flexible and adaptive learning environments to best suit the needs of the students and teachers. Combined, our designs will **provide cohesive flexible learning environment** that will challenge the minds of your students.

IBI Group is uniquely qualified to meet the needs of the district through our extensive knowledge base and experience of providing added value and perspective with our deep bench of internal staff and consultants. **IBI Learning+** is a center of excellence within IBI Group that focuses on shaping the next generation of learning environments that encourage real life research and problem solving. Our firm is experienced in providing design services, and has completed more than 1,000 educational projects in California which include new construction, additions and complex multi-phase renovations, many of which have won top design awards. Our clients rely on us to consistently exceed expectations while

shepherding valuable public resources – a responsibility we take very seriously.

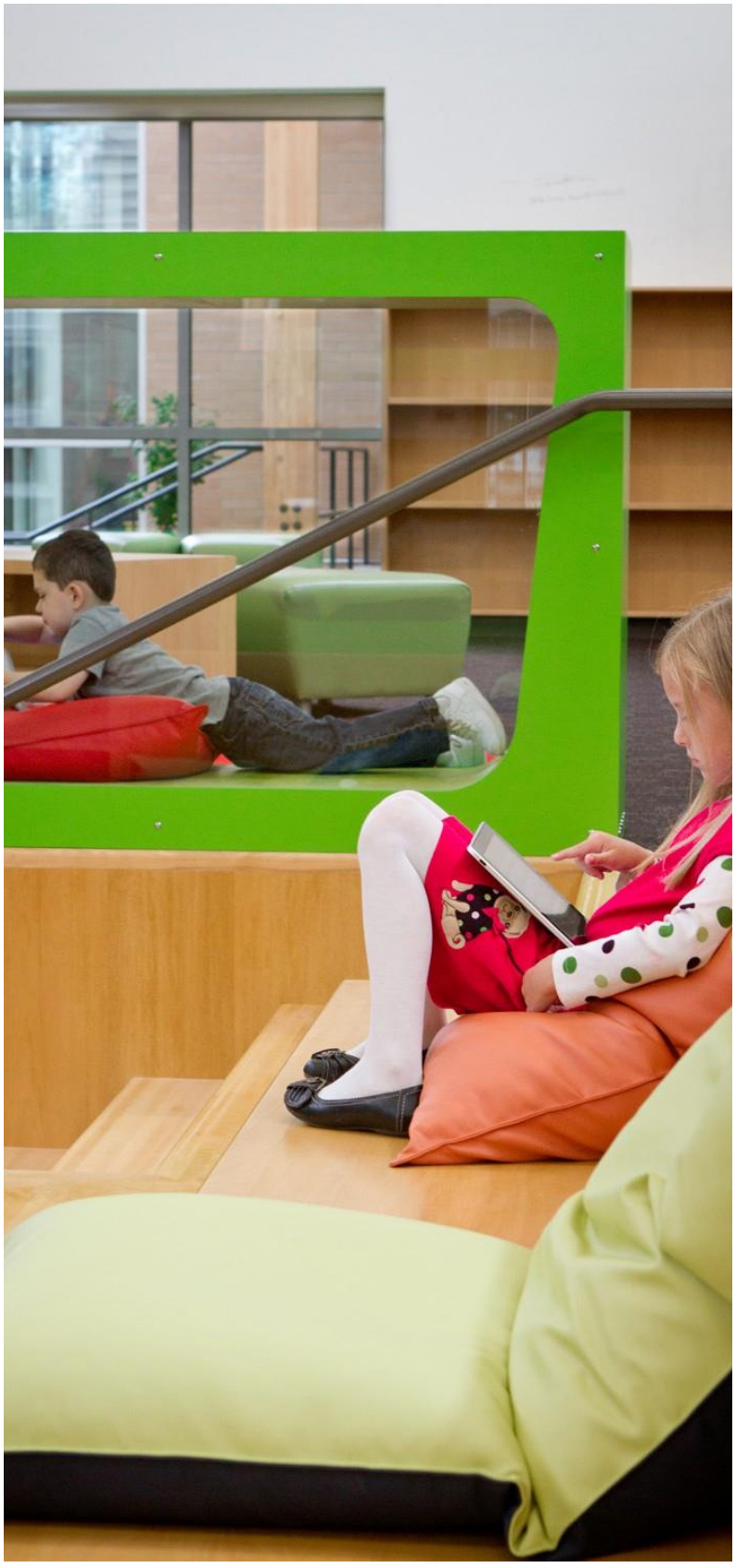
To successfully achieve the goals of this scope of work, IBI group has assembled a highly qualified team of design professionals, each specifically selected based on their relevant project experience in the planning, design and construction of spaces similar those present at both McAuliffe and Ritchen Elementary Schools. The core team leaders will be **Project Director and Principal in Charge, Craig Atkinson, Project Manager, Andrew Miller and Project Architect, Janvi Kanani**. Supporting this core group are staff and consultants that are chosen based on their experience with modernizations, working with the district and successful completion of past projects.

At IBI Group, our team shares a common belief that great architecture can only be achieved through a healthy ongoing dialogue with the District, for whom we are ultimately designing. We strive to develop a thorough understanding of the needs and desires that fuels our client's passions, while remaining true to the surrounding building context. Ultimately, **this collaborative, user-based process**, develops a sense of pride and accomplishment for the community for whom this school will serve.

With pride and enthusiasm, we submit our Proposal, Experience and Conceptual Ideas for your consideration. Developing long lasting relationships is at the core of our firm values. We, therefore, look forward to the opportunity to work with the Oxnard School District as you position McAuliffe and Ritchen Elementary Schools for future success.

Sincerely,

Craig Atkinson, AIA, NOMA, LEED AP
Director – Sr. Principal, Architecture



1 Similar Project Experience



Transformative Design Capabilities for School Modernization for Next Generation Learning

IBI Group is an experienced group of team leaders and design professionals. This team combines a recent history of developing educational facilities on existing K-12 campuses and the research and development of "Next Generation" learning environments. We are developing educational environments that are focused on the learner and the shift to agile individualized learning methods. We believe learning should be contextual and relational, not just rigid adherence to skill-building. We understand teaching and technology ought to be seen as the 'invisible tools' in the learning encounter.



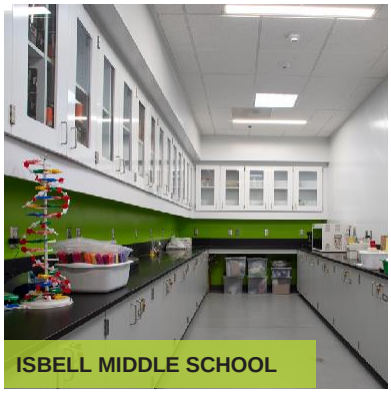
Modernizations on Existing Campuses

Modernization projects present a unique challenge to the design team in addition to those encountered in new construction. They are bound by regulatory limits affecting funding maximums, mandatory minimum spending to accommodate physically disabled accessibility, functional and facility program needs—each dictating user priorities. It truly is an interactive process to meet all the criteria. At the heart of any modernization project is the existing facility. Investigating, assessing and evaluating existing facilities are keys to identifying and prioritizing the work that needs to be done. Field investigation includes, site visits by IBI Group and our team of consultants to verify existing conditions and identify possible areas of work.



Transformative Projects on Existing Campuses

Public education for future generations challenges us to look beyond traditional forms of learning and teaching to envision learning communities that enable educators to collaborate, share best practices and integrate into classrooms. This means creating relevant, real world, Next Generation environments with accessible learning tools, technologies and resources that expand community and international involvement in learning, both face-to-face and online; architectural designs that support group, team and individual learning. We have worked with numerous Districts to understand how they want to deliver educational experiences and respond with the appropriate facility design. We take special pride in our experience and success with our process.


ISBELL MIDDLE SCHOOL

Creating design solutions on highly visible and/or constrained sites require accepting the constraints of the box while pushing the solutions to the limit of the box. The design of the new is an excellent example of this action. At Isbell MS, the District wanted new STEM classroom along with flexibility to carry out other classes when needed. IBI Group worked with the structural engineer and the District to evaluate the abandoned locker/shower building and saw an opportunity to transform them into new flex classrooms. The result was that the District received state funding under the AB300 program to upgrade the old dilapidated building to current code and with additional local bond funds, the District is now enjoying two Flex Labs.

Another instance of outstanding adaptive re-use projects would be the At Pomeroy Elementary, Curtner Elementary and Zanker Elementary Schools, existing spaces were converted into flexible project-based learning centers, each with its own identity and characteristics derived from the users. Remodeled spaces were constructed to modernize the educational environment and enhance the learning experience for the resident elementary school students. IBI Group programmed each space with a committee drawn from the individual campus and arrived at three distinct solutions. Zanker Elementary School was a conversion of the old multi-purpose building into a student maker space complete with wet and dry areas for projects. The Learning Center at Curtner was created to provide flexible space from the old library and adjacent classrooms that can expand into a large training facility for staff or contract into separate small team collaboration spaces. All spaces are easily converted with the use of agile furniture and walls. Pomeroy Elementary School converted a multipurpose building into a media center that combines a library area and flexible learning space. The new area provides the area for several classrooms to collaborate on projects as well as small group breakout.

"To witness its transformation from a tired and well-loved space to a contemporary, vibrant, and welcoming nucleus for student life has been nothing short of inspirational. Not only is the space aesthetically beautiful and inspiring, but the manner which our students are engaging with the space and with each other in the space is equally inspiring…it's architecturally striking with beautiful appointments and finishes and showcases the love that went into its planning by our phenomenal design team. But the Campus Center is so much more than a newly renovated building it is the heart, the soul, the spirit and the living room of West Valley College."

- LORI GASKIN, PH.D., WEST VALLEY COMMUNITY COLLEGE, PRESIDENT

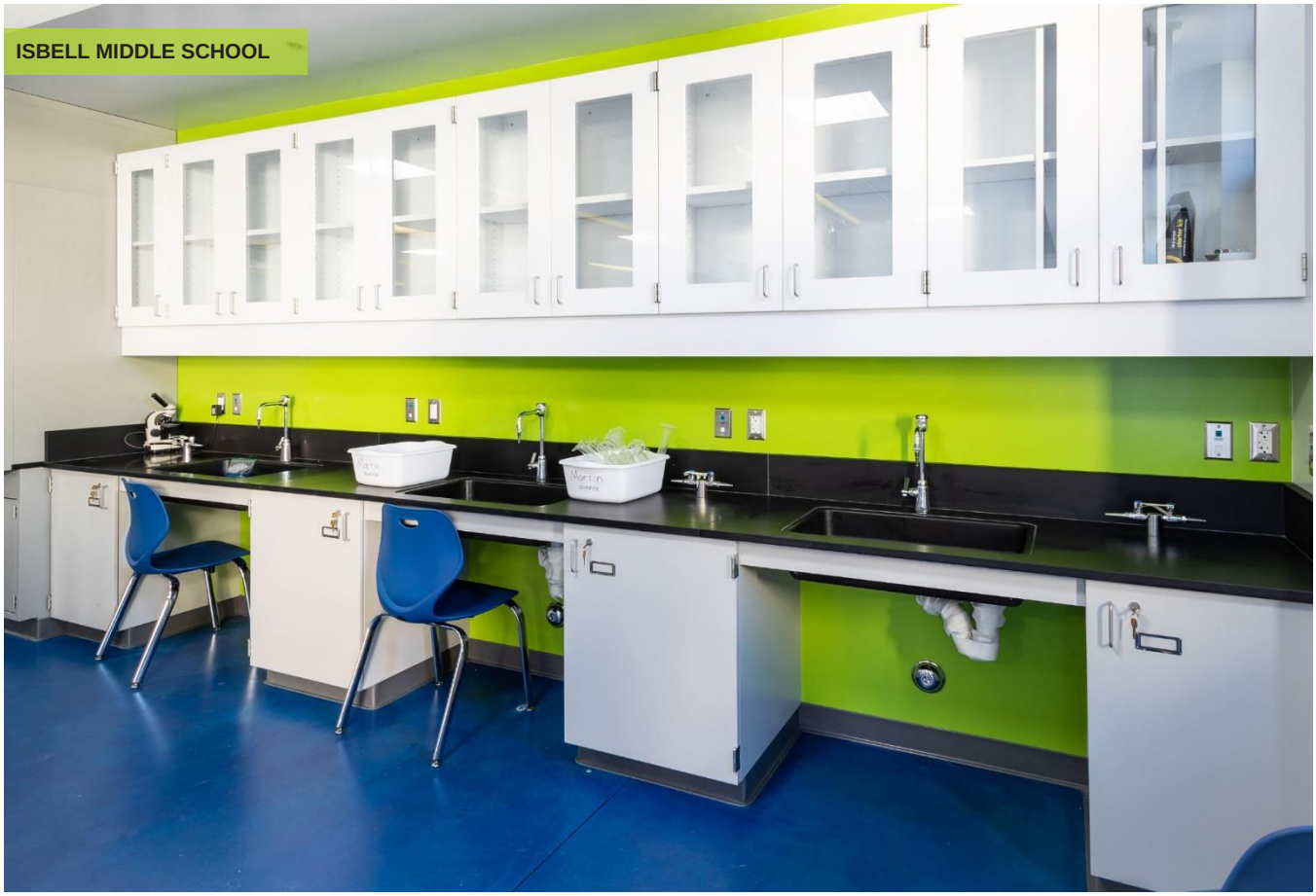


CURTNER ELEMENTARY SCHOOL

Partial List for Elementary School Renovations in the Last Five Years

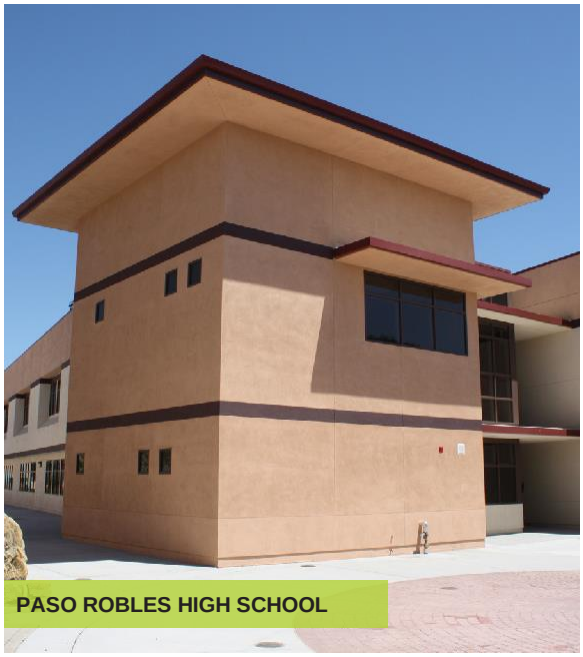
PROJECT	DISTRICT	COMPLETION
Bessie Owens Elementary and Middle School Modernization – 21st Century Upgrades to Classroom, New Modular Classrooms, Administration and Library	Bakersfield City Unified School District	In Design
Sandpiper ES Modernization and new Two Story Classroom Building	Belmont-Redwood Shores School District	2017
Cipriani ES Modernization and new Two Story Classroom Building	Belmont-Redwood Shores School District	2017
Cherrywood Elementary School	Berryessa School District	In Construction
Cupertino Middle School Modernization and Additions	Cupertino Union School District	
Dilworth Elementary School Modernization and Additions	Cupertino Union School District	September 2017
Kennedy Middle School – Upgrades to Existing Administration and Library	Cupertino Union School District	2019
Lincoln ES Modernization – Reconfiguration and Upgrades to the Administration	Cupertino Union School District	August 2019
John Muir ES Modernization and New Administration	Cupertino Union School District	June 2016
HVAC System Upgrades at Discovery Elementary, Endeavour Elementary and Columbia Elementary	Fruitvale School District	October 14, 2014
MacArthur Elementary School Campus-Wide Modernization	Long Beach Unified School District	August 2019
Cleveland Elementary School Campus-Wide Modernization	Long Beach Unified School District	November 2018
Riley Elementary School Campus-Wide Modernization	Long Beach Unified School District	November 2018
Taylor Middle School Modernization – Campus Upgrades and New Cafeteria Addition	Millbrae Unified School District	2014





PROJECT	DISTRICT	COMPLETION
Curtner Elementary School Modernization and New Learning Center	Milpitas Unified School District	October 2014
Mabel Mattos Elementary School	Milpitas Unified School District	August 2018
Pomeroy Elementary School Modernization and New Learning Center	Milpitas Unified School District	October 2014
Zanker Elementary School Modernization and New Learning Center	Milpitas Unified School District	October 2015
Olga Reed School – Multipurpose Room Improvements	Orcutt Unified School District	2013
District Office Modernizations	Panama-Buena Vista Unified School District	December 31, 2014
District Office Modulars	Panama-Buena Vista Unified School District	October 23, 2014
Main Avenue ES New Classroom Building	Robla School District	2018
Central Park Elementary School Modernization and New Two Story Classroom	Santa Clara Unified School District	August 2019
George Mayne Elementary School Modernization	Santa Clara Unified School District	August 2018
Isbell Middle School Flex Labs – Renovation of a shower locker building to Flex labs	Santa Paula Unified School District	2019

2 Challenges of Phased School Construction



PASO ROBLES HIGH SCHOOL





IBI Group understands the challenges presented with campus additions and modernizations. We understand how to efficiently utilize space, and how to keep campuses operational during construction. We are connoisseurs at addressing highly complicated projects, such as whole campus conversions, multiple additions, campus-wide modernizations, ADA upgrades and selective modernizations. Phasing brings an added level of complexity to existing projects. IBI Group is well aware of these challenges and works with the District and School Site Stakeholders to minimize the impacts on the users. One such example would be working with the **Paso Robles High School District** in developing the construction phasing for the modernization of 5 existing buildings by three separate contractors over a two year period.

Project “A” included Building 200 (Math/English and Social Studies); Building 300 (existing Sciences); Building 400 (conversion of standard classrooms to sciences).

Project “B” included Building 500A (conversion of ASB to Band and Teacher Lounge); 500 B (the PAC remodel and addition); 500 C (arts renovation)

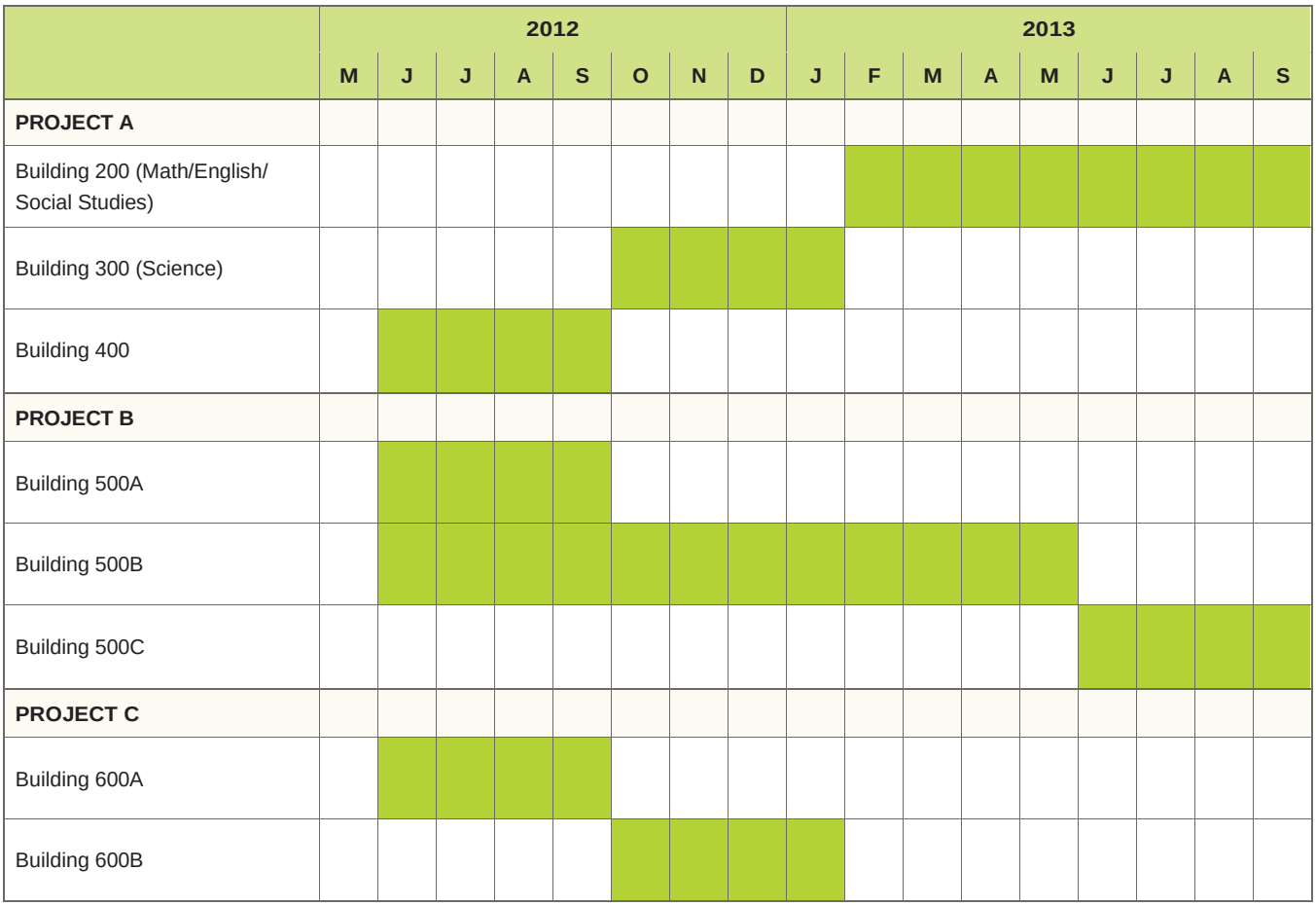
Project “C” included Building 600 A (Construction Technology renovation) and 600B (conversion of welding lab into Information technology)

Working with the contractors and the District, IBI developed a phasing plan based on these principles:

1. Allow for housing students in existing classroom space without adding new relocatable classrooms to the campus (while not disrupting student life too much).
2. Allow for completion of predecessor tasks by each contractor in such a way as to not delay the other contractors.
3. Allow for completion of the Performing Arts Center in time for the opening performance of the first following year.

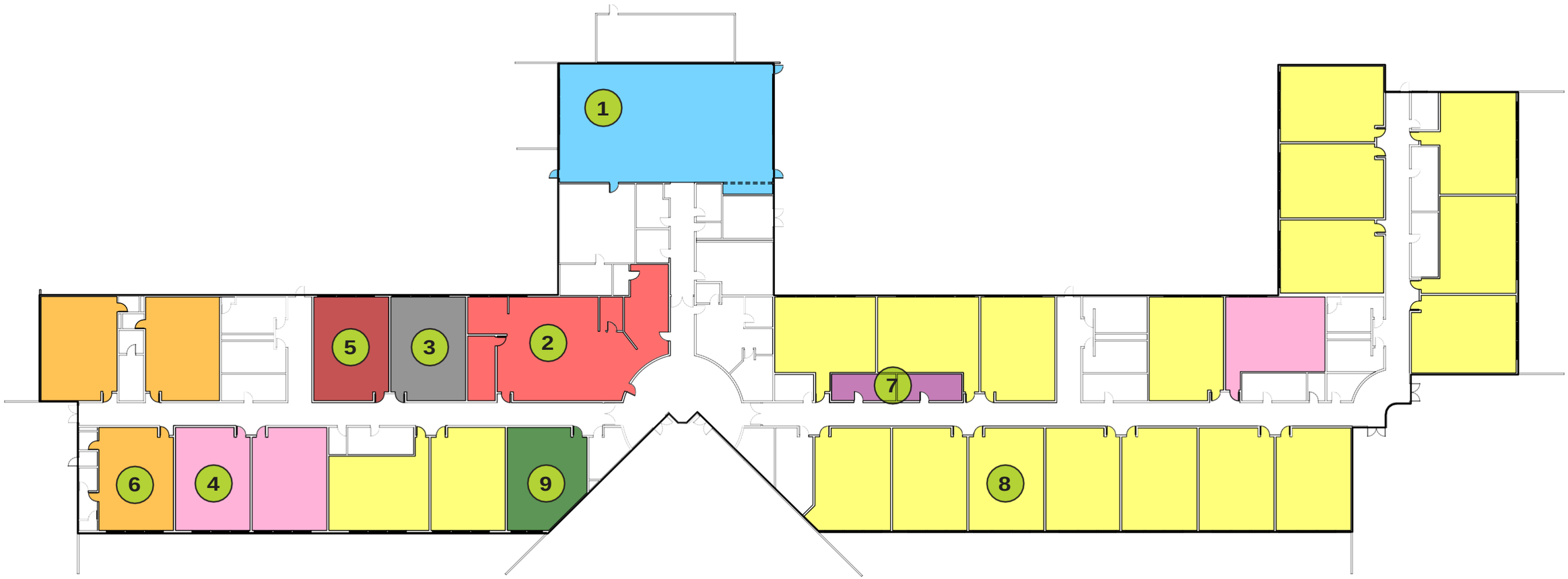
As part of the overall bond program schedule, a new two story classroom building designed by IBI to replace existing portable classrooms was completed prior to the modernization effort. The first objective was met by being able to house students in these new classrooms and not taking the existing portable classrooms out of service until the completion of the modernization.

Working closely in a lease-lease-back negotiation with the District and the three separate contractors, IBI Group developed a coordinated construction schedule that identified each task from all contractors and the interrelationships between each contractor's individual construction schedules. The coordinated schedule was reviewed and accepted by all three contractors. **This process accelerated the overall schedule to allow completion one year earlier than originally anticipated and saved the District thousands of dollars in General Contractor costs.**



3 Design Concepts

Overall Floor Plan – Christa McAuliffe Elementary School



LEGEND

1 MPR	3 PIANO LAB	5 STEAM ACADEMY LAB	7 COUNSELOR OFFICE	9 RESOURCE SPECIALIST PROGRAM
2 MEDIA CENTER	4 SPECIAL DAY CLASS	6 KINDERGARTEN	8 GENERAL CLASSROOM	

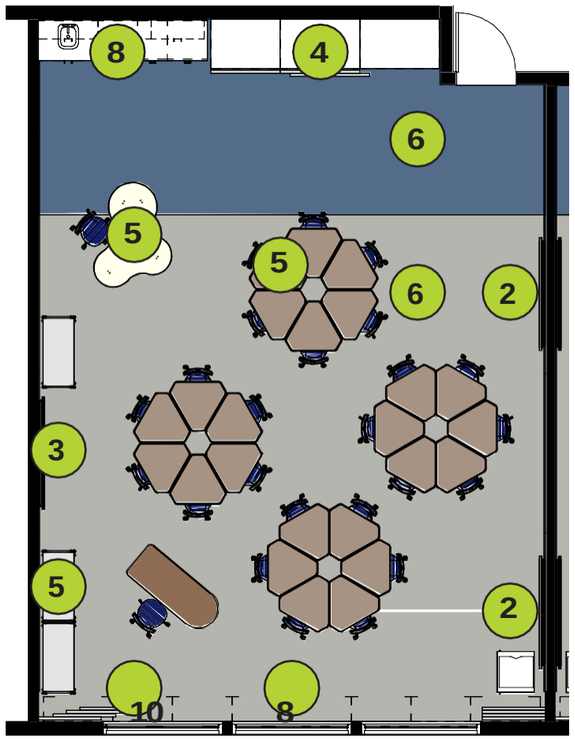
Overall Floor Plan – Emilie Ritchen Elementary School



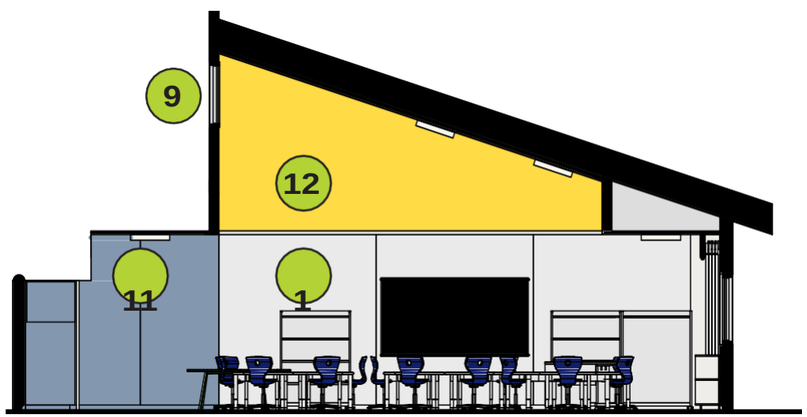
LEGEND

1	MPR	3	PIANO LAB	5	EXISTING MAKER SPACE/LAB	7	RESOURCE SPECIALIST PROGRAM
2	MEDIA CENTER	4	SPECIAL DAY CLASS	6	KINDERGARTEN	8	GENERAL CLASSROOM

Typical Classroom Layout



FLOOR PLAN

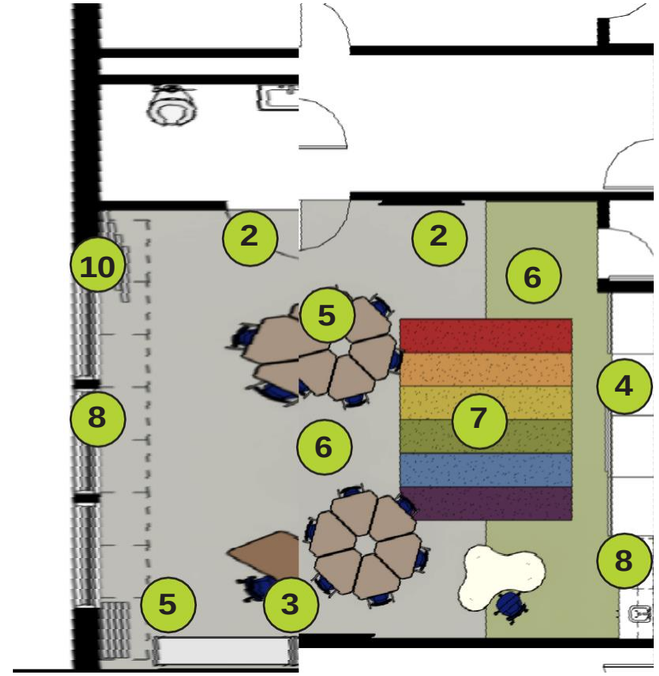


SECTION

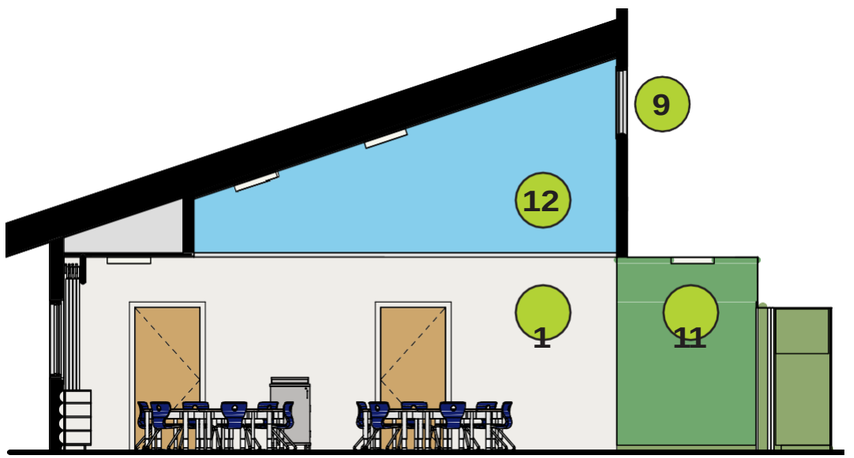
1 FLOOR TO CEILING MARKER BOARDS
2 DISPLAY MONITOR
3 EXISTING INTERACTIVE DISPLAY MONITOR
4 STORAGE W/SLIDING MARKER BOARD
5 FLEXIBLE MOVABLE FURNITURE
6 VINYL COMPOSITION TILE FLOORING
7 CARPET
8 (E) CASEWORK WITH NEW FINISHES
9 ROLLER SHADES
10 SLIDING MARKER BOARDS
11 TACKABLE WALL SURFACE
12 PAINT ACCENT

LEGEND

Typical Kindergarten Layout



FLOOR PLAN



SECTION

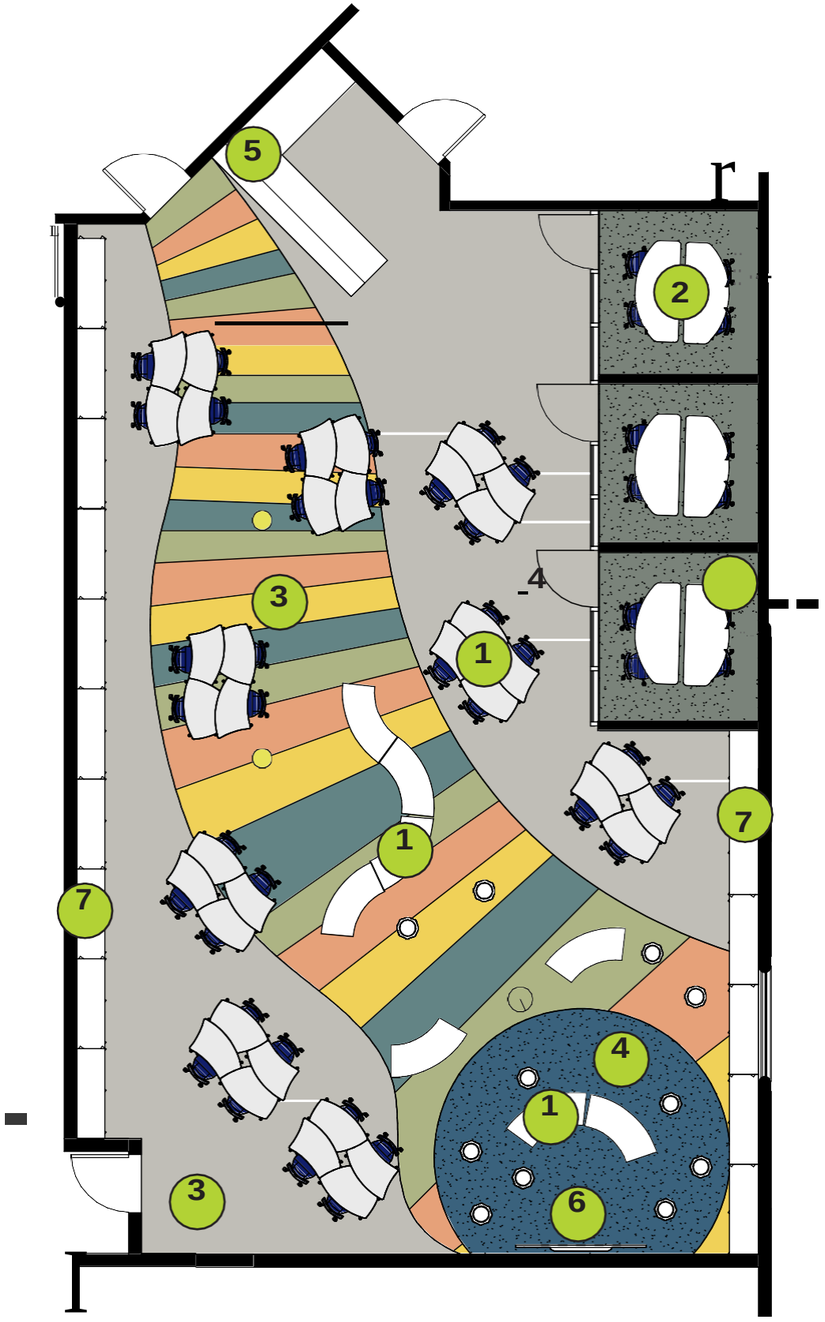
Typical Classroom View



Typical Kindergarten View



Media Center Layout



FLOOR PLAN – EMILIE RITCHEN

1 FLEXIBLE MOVABLE FURNITURE

2 BREAK ROOM

3 VINYL COMPOSITION TILE FLOORING

4 CARPET

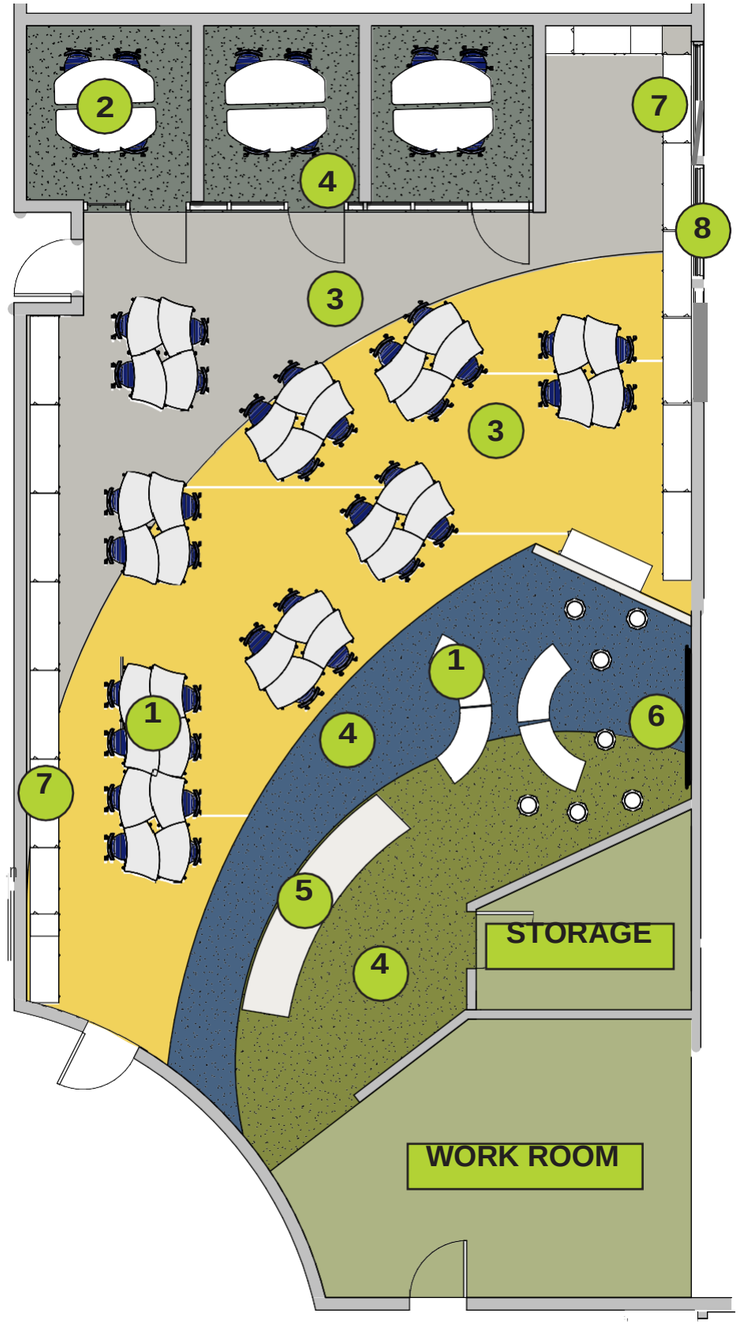
5 RECEPTION DESK

6 DISPLAY MONITOR

7 BOOK SHELVING

8 ROLLER SHADES

LEGEND



FLOOR PLAN – CHRISTA MCAULIFFE

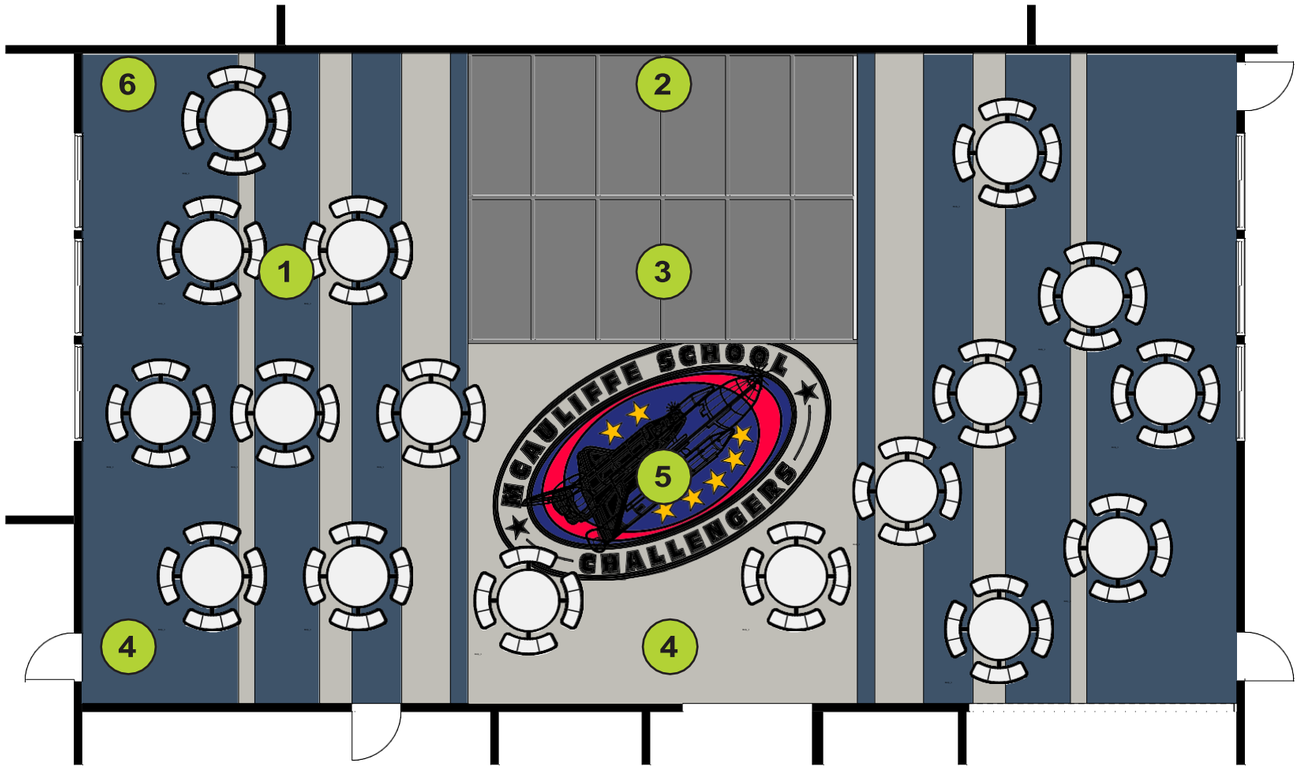
Media Center View - Christa McAuliffe Elementary School



Media Center View – Emilie Ritchen Elementary School



Multi-Purpose Room Plan - Christa McAuliffe Elementary School



1 FLEXIBLE MOVABLE FURNITURE

2 SCREEN AND PROJECTOR

3 DEMOUNTABLE STAGE

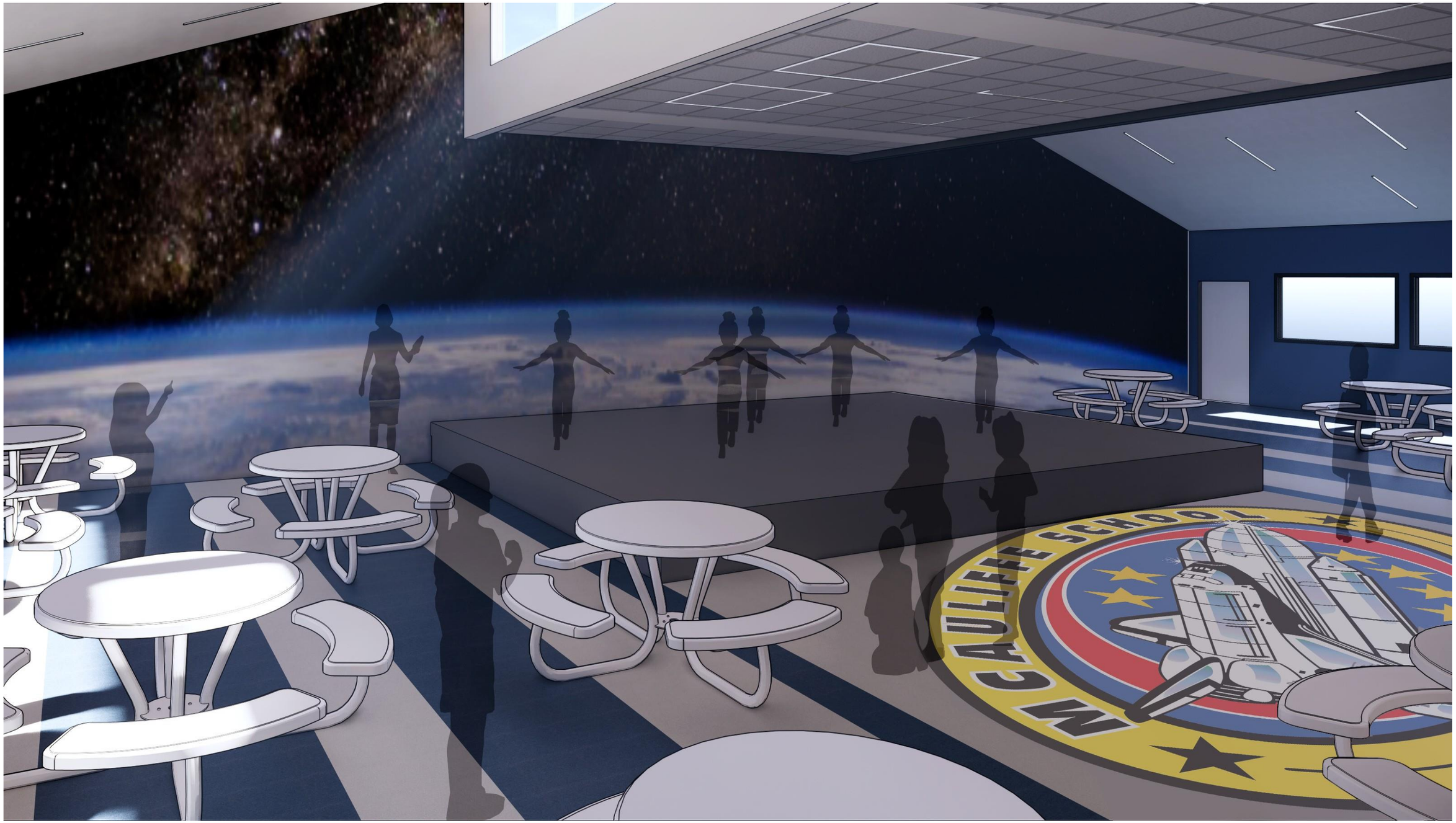
4 VINYL COMPOSITION TILE FLOORING

5 VINYL COMPOSITION TILE LASER CUT INLAY

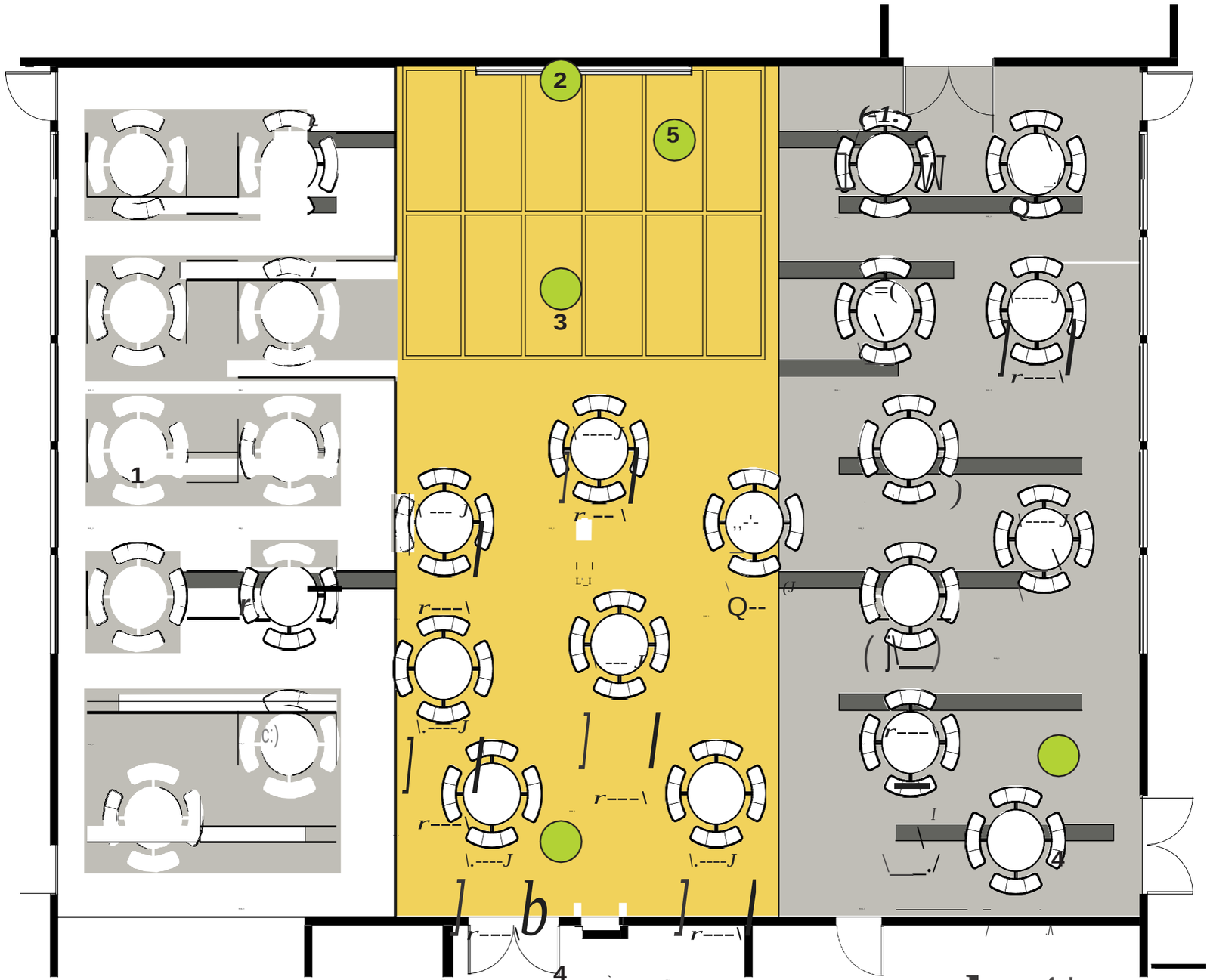
6 VINYL WALL GRAPHIC

LEGEND

Multi-Purpose Room View - Christa McAuliffe Elementary School



Multi-Purpose Room Plan – Emilie Ritchen Elementary School



1. FLEXIBLE MOVABLE FURNITURE
2. SCREEN AND PROJECTOR
3. DEMOUNTABLE STAGE
4. VINYL COMPOSITION TILE FLOORING
5. PAINTED SCHOOL LOGO ON WALL

Multi-Purpose Room View - Christa McAuliffe Elementary School

LEGEND


EAGLES TAKE FLIGHT
E M I L I E
RITCHEN
A SCHOOL OF SCIENCE & TECHNOLOGY

4 Meeting or Accelerating Proposed Project Timelines

"...The outstanding quality of their work, the ability to meet agreed upon time lines and the skill to stay within projected costs have all been greatly appreciated. The staff at IBI Group has also shown the ability to address issues in a timely fashion, with an eye for minimizing impacts to project cost and schedule, and the needs of the owner. The principals, project managers, and support staff have been accessible and available whenever necessary. They have been helpful in the evaluation of diverse needs, views, and input from the various stakeholders, have listened intently, and have responded to the City's needs in a positive and professional manner."

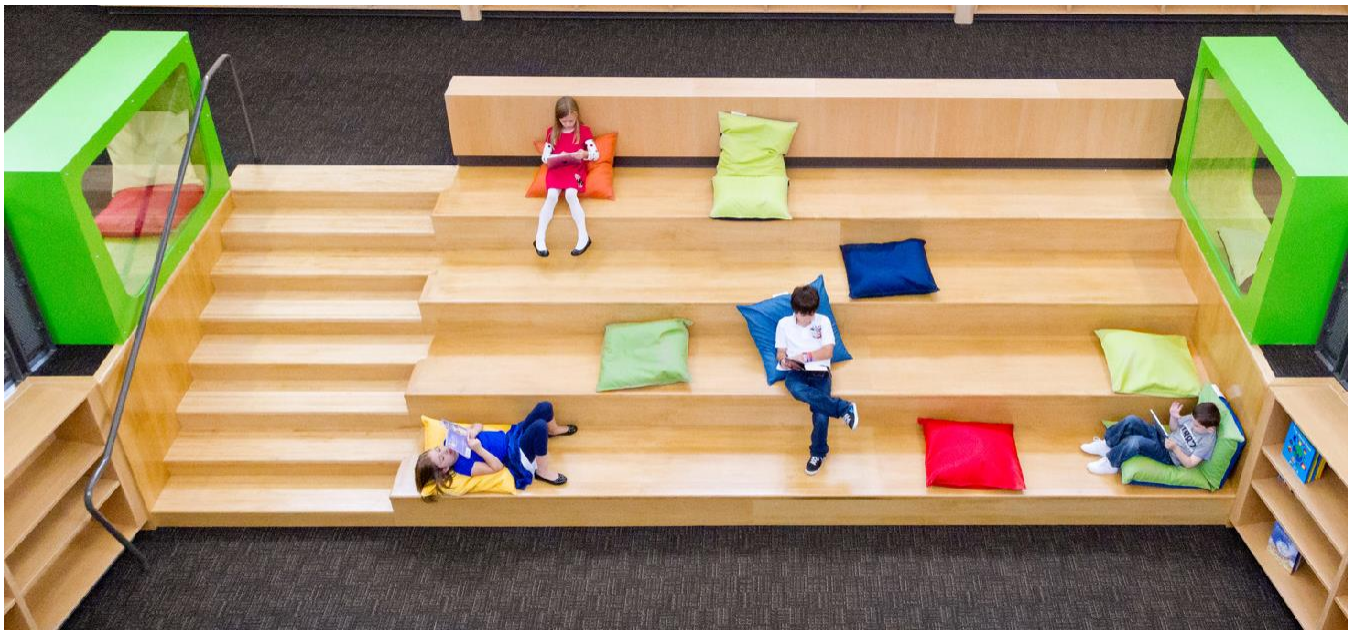
- RODGER OLDS, P.E., MBA
PRINCIPAL CIVIL ENGINEER
CITY OF SANTA MARIA

IBI Group is highly experienced in meeting schedules and timelines. In fact, many clients enlist our services for this one reason. Just a few of our success stories include:

- Successfully modernizing 12 projects at one District over the summer,
- Completing a 3-story classroom building from inception to completion in 18 months.
- Building a new K-8 non-modular school from programming to occupancy in just over 24 months, including agency review time.

Good design, maintaining budget and schedule control begins at the initial planning of the project. Senior staff with extensive facility planning and design experience will be proactive in initiating appropriate means to effectively manage or accelerate the schedule. We will work closely with the District, the program manager, and the LLB Contractor from the start to identify realistic milestones that can be adhered to throughout the process and that are agreed to by all parties. We make sure to include time for decision making, phase and document review, agency review, and construction phasing.

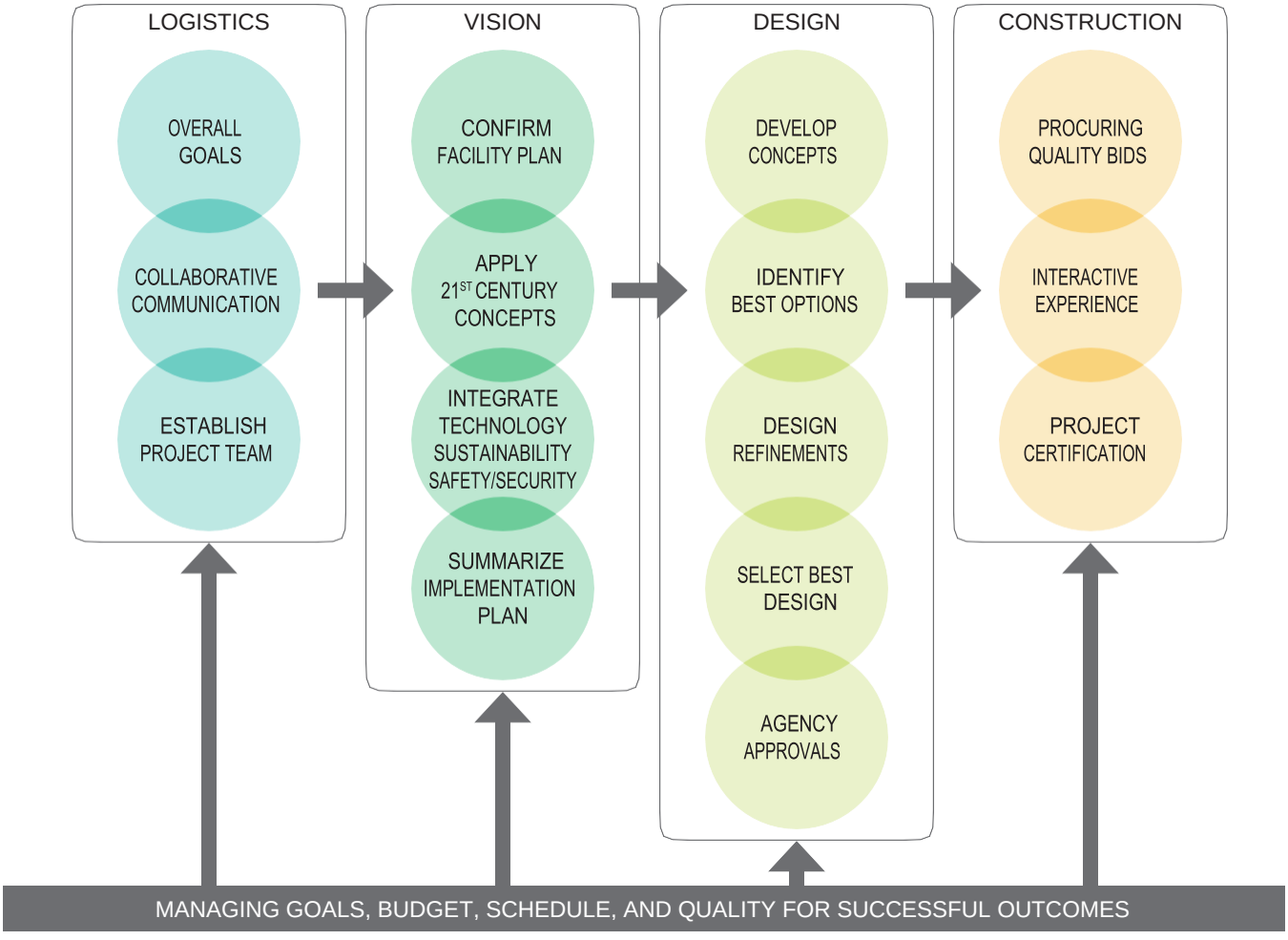
We have developed schedules where design phases overlap or projects are broken out into increments so that certain aspects can start ahead of other yet to be completed areas so as to get a head start. We have employed this method in both design and construction phases.



Early consultation with DSA assists the planning project in anticipating code and state requirements that affect the choices available. We are at DSA frequently to expedite projects through the bureaucracy. Our firm typically has implemented preliminary reviews with DSA as a way of proactively assessing critical issues. Your plans are reviewed face to face with the DSA staff very early on in the process, thus avoiding any misunderstandings and potential delays.

IBI takes a very proactive role in resolving issues before they affect the schedule or budget. Knowing who to talk to, what forms to use and treating DSA individuals as they are part of our team and the solution really eliminates the potential for delays. We understand the submission process and our submissions are complete. When clarifications are requested, or DSA field changes occur, we respond quickly, thus reducing any potential time delays.

During construction, a large part of maintaining the project finish date is to closely monitor the construction schedule, attend the weekly site meetings to monitor progress, review and respond to RFIs, submittals, and DSA requests in a timely manner. When consistently adhered to by all members of the construction team, when the project does have an interruption in the schedule, everyone can quickly determine an alternate means to get back on task. The contractors are required to provide “make-up” means and schedules to get their work back on the master schedule, our task is to assist in our capacity to not add additional burden to the schedule.



5 Lease-Leaseback Delivery Method Experience

Over the last four decades, IBI Group has developed projects in a wide variety of construction delivery methods. We are able to deliver design and construction administration services for traditional Design-Bid-Build (DBB), Multiple Prime Contracts, Design Build, Bridging Design Build, Modular Construction, CM at Risk, P3s and Lease-Lease Back (LLB).

We have developed hundreds of projects using the LLB delivery method and understand that the keys to success are as follows:

- Strong Owner
- Good Design Documents (IBI)
- Qualified General Contractor with a realistic bid number
- Strong Construction Observation + Administration (IBI Value Add)

We have developed many projects over the last two decades using the LLB construction project delivery method for Districts that use agreements based on Education Code Section 17406.

Assessing capabilities and methodologies prior to pricing a project allows the District to weigh the competency of the builder and their design phase capabilities. It has been our observation that LLB reduces the District risks attributed to schedule delays, poor quality work and rising costs. We have worked with the LLB contractors from initial kick-off meetings, through all phases of design, agency approval and construction. Having the LLB Contractor provide pre-construction services early in the project provides continuity and understanding of the issues and decisions that provide the basis of the final DSA approved construction documents.

IBI, the District and LLB will together review program, constructability issues, value engineering options and costs at each phase to collaborate to produce the best outcome. This type of delivery method is often very successful since there is a feeling of teamwork and joint accomplishment between all parties.

One advantage with LLB is that time can be saved and the schedule shortened because the documents will have been continuously reviewed and coordinated earlier, pricing can be done along the way, and construction schedules can be shortened with pre-purchasing of long lead items and some flexibility in negotiating subcontractor or material costs.

Additional advantages to this type of construction delivery method allows the contractor, with the review by the District, to choose from a selected listed of pre-qualified sub-contractors ensuring better quality and competitive pricing to be below the guaranteed price. **There is often little or no change orders associated with the project.**

Assembly Bill 566, effective Jan. 1, 2016, requires lease-leaseback developers to use “skilled and trained workforce at every level of the project.” This will need to be assessed carefully by the LLB. Lastly, since the Builder has a reputation to maintain, they tend to perform at a higher level.

IBI Group has worked on nearly 100 Lease-Lease Back projects, including the following in California:

- Oxnard School District, Rose Avenue K-5 Replacement School (DSA Approved)
- Robla School District, 2-Story Classroom Building
- Montebello Unified School District, Applied Technology Center
- Paso Robles Joint Union High School District, 2-Story Classroom Building
- Paso Robles Joint Union High School District, CTE Agriculture Building
- Lammersville School District, New K-8 Campus
- Santa Clara County Office of Education, Multiple Projects

6 Assigned Personnel

IBI Group has the available staff resources to successfully fulfill the needs for Oxnard School District projects. We recognize clients select design professionals on the experience, strength and "fit" of the complete team. Therefore, we took great care in analyzing the talents and personalities of our staff and pool of qualified consultants, compared to your facility needs, requirements of your project, and schedule when assigning our members to your team.

In combining the appropriate personnel to fit your needs, you benefit from a single point of responsibility, fixed accountability, efficient coordination, and effective communication. Most importantly, we manage our core services with an emphasis on developing an understanding of your unique culture—an idea whose success is supported by a long history of successful educational facility projects for repeat clients.

Project Director | Senior Principal – Craig Atkinson, AIA, NOMA, LEED AP

Mr. Atkinson is a highly talented architect with more than 29 years of experience in planning, designing, detailing projects and coordinating multi-disciplinary design teams for their successful execution and completion. He has been chosen to lead your project because of his knowledge and extensive "know how" in educational project consensus building, design, planning, project delivery and quality control. In his position as the Education Lead, he brings the expertise to take understand the impact that the renovations/additions will have on student performance and to lead the process of communication with the community. As the Project Director | Senior Principal, Craig will be the Architect of Record responsible for contract negotiations, overall quality control, and commitment of firm resources to successfully complete the project.

Most Recent Experience with Next Generation Learning Projects:
Rose Avenue K-5 School, Oxnard School District (DSA Approved); Shenandoah ES Modernization/Addition Criteria Documents, Los Angeles Unified School District; Grant HS Comprehensive Modernization, Los Angeles Unified School District



+ Education

- California Polytechnic State University, San Luis Obispo; Bachelor of Architecture (1990)
- Danish International Studies Kobenhavns Universitet Copenhagen, Denmark (1988-1989)

+ Registrations/Accreditations

- Registered Architect, California #C-25387
- LEED Accredited Professional

Project Manager | Lead Designer – Andrew Miller, AIA

Andrew will be your main point of contact and serve as both the Project Manager and Lead Designer for your McAuliffe and Ritchen Modernization projects. Mr. Miller has been selected due to his extensive and varied project experience ranging from planning through construction, including building code compliance reviews and successful agency submittals. Andrew is proficient in using the built environment to achieve better **learning** outcomes. His leadership skills include the management of complex, multi-phased projects, building consensus, programming, design, and agency approval and construction administration. Andrew will be working closely with you during the design and construction documentation of your project and continue to monitor the overall progress during construction.

Most Recent Experience with Next Generation Learning Projects:
Rose Avenue K-5 School, Oxnard School District (DSA Approved); Shenandoah ES Modernization/Addition Criteria Documents, Los Angeles Unified School District



+ Education

- Bachelor of Architecture from California Polytechnic University, Pomona

+ Registrations/Accreditations

- Registered Architect, California C27070



+ Education

- Kamla Raheja Vidyanidhi Institute for Architecture, Mumbai, India, Bachelors of Architecture (2001)
- Cerro Coso Community College, Ridgecrest, CA Associates in Science, Digital Animation (2005)

+ Registrations/Accreditations

- Registered Architect, California, USA C36379
- Registered Architect Mumbai, India CA/2002/29311
- Revit Architecture Certified Professional



+ Education

- Master of Architecture, University of Minnesota, Twin Cities, MN, 2005
- European Port Cities Study Abroad (2004), 2nd Year M. Arch Coursework
- Bachelor of Arts (Architecture), University of Minnesota, Twin Cities, MN, 2002
- Oaxaca, Mexico Study Abroad (2001), Undergraduate Architectural Coursework

+ Registrations/Accreditations

- Registered Architect, California C-35894
- NCARB Certified #84591

BIM/Sustainability Lead – Janvi Kanani, AIA, LEED AP BD+C
IBI Group assigns a BIM Manager to each project. The BIM Manager oversees the modeling and design documentation for an integrated project delivery process that provides greater potential for early collaboration and information sharing. With over nine (9) years of BIM experience and more than thirteen (13) years in education buildings, Janvi will lead this role. Her ardent passion and knowledge for sustainable design enables her to incorporate strategies that consider the environment, building efficiency and user satisfaction. The unique combination of her BIM knowledge, LEED experience and next generation facilities will bring tremendous value to your projects at Oxnard School District.

Most Recent Experience with Next Generation Learning Projects: Rose Avenue K-5 School, Oxnard School District (DSA Approved); Isbell Middle School Flex Labs, Santa Paula Unified School District; Mary Chapa Elementary School Administration and Library Addition, Greenfield Unified School District

Interior Designer/FF&E Specialist – Angela Ball, AIA, NCARB
Angela is a talented Architect and Interior Designer with more than 14 years of comprehensive experience in architecture and interior design of various public projects. In that time, she has worked through all phases of a project on new and remodeled educational, public, and commercial projects. She works closely with both the client project team and design consultants for an effective and timely project delivery. Her experience in space planning and interior design provides her with a thorough knowledge and understanding of building procedures, policies and working relationships of each functional area. The value to you is not only someone who can specify appropriate and innovative FF&E, but understands their impact on the built environment.

Most Recent Experience with Next Generation Learning Projects: Rose Avenue K-5 School, Oxnard School District (DSA Approved); Isbell Middle School Flex Labs, Santa Paula Unified School District; Three Academic Core Buildings Programming & FFE, Ohlone College

Subconsultant Team

Budlong and Associates

Principal Mechanical Engineer – Sunil Patel, PE, CxA, LEED AP
35 Years' Experience



Sunil has over 33 years' experience in mechanical engineering including HVAC, plumbing, steam, compressed air and heat recovery, fire protection, and medical gas systems. He has designed mechanical systems for education facilities throughout California including new schools, laboratories, gymnasiums and renovations to existing facilities. His typical responsibilities include coordination, design, development, written specifications, cost estimates, construction observation, energy compliance and equipment selection for mechanical engineering projects. He has also completed numerous comparative energy utilization studies for thermal and electrical energy generation technologies. Relevant project experience includes OUHSD Camarillo HS, Rancho Campana HS, La Canada USD, PVSD Prop 39 HVAC Upgrades – La Mariposa ES, Las Colinas MS, Rancho Rosal ES, Tierra Linda, ES, Valle Lindo ES.

Project Manager – Patrick Fitzsimmons, MEP
18 Years' Experience



Patrick Fitzsimmons brings to our team expertise in working with multiple disciplines such as mechanical, plumbing and electrical. His experience has been coordinating mechanical, plumbing and electrical disciplines for the Los Angeles Unified School District (LAUSD), Long Beach Unified School District, Colonial Housing Project (Oxnard, CA), Teledyne (Thousand Oaks, CA), and Moorpark Community College (Moorpark, CA). He is an asset to our team by keeping projects cost effective by being informed of budget constraints and being diligently communicative with consultants and clients at all phases of project. Relevant project experience includes OUHSD Camarillo HS, Rancho Campana HS, La Canada USD, PVSD Prop 39 HVAC Upgrades – La Mariposa ES, Las Colinas MS, Rancho Rosal ES, Tierra Linda, ES, Valle Lindo ES.

Plumbing Engineer – Kelly Schall
30 Years' Experience



Kelly Schall leads the B&A's Plumbing Design Department. He has led numerous projects from their inception through procurement and completion of construction. Adept at establishing a precise and complete scope of work, projects led by Mr. Schall invariably proceed smoothly through the various phases of design, cost estimation, segregation of costs, creation of project specifications, construction phase and ultimate project completion. Relevant projects include OUHSD Camarillo HS, Rancho Campana HS, LBUSD Prisk ES, Cubberly ES, Millikan HS, CLU.

BUDLONG & ASSOCIATES, INC.
MEP CONSULTING ENGINEERS



Electrical Engineer/MEP Designer – Manan Christian, PE
3 Years' Experience

Manan Christian gained knowledge in mechanical design while working with mechanical designer, also created mechanical designs for single family, multifamily and custom homes using uniform mechanical code, California mechanical code, ASHRAE and local jurisdiction requirements, with the help of design software like Wrightsoft and energy pro for commercial projects. Self-learned solar design from scratch and provided solar designs for various residential projects including custom homes. Proficient knowledge in Energy calculations including mechanical, electrical and envelope and has experience or is currently working on the following projects: OUHSD Camarillo HS, OUHSD Rancho Campana HS.

SSG
structural engineers



SSG Structural Engineers

Principal Structural Engineer – Michael E. Parolini, PE, SE

Michael is a California licensed Structural and Civil Engineer. He has been designing education projects at the K12, Community College and University level for almost two decades. His experience covers all aspects of Structural Engineering, including new construction, modernizations, risk evaluation and structural evaluation.

Since 2005, Michael has been a member of the Faculty at California Polytechnic State University, San Luis Obispo (Cal Poly). As a Lecturer in the Architectural Engineering Department he has taught classes in Structural Graphics, Industry Communication, Timber and Steel. He takes pride in giving back to his Alma Mater in a sharing of knowledge capacity.

Representative K12 Classroom Projects:

- Rose Avenue K-5 School, Oxnard School District (DSA Approved)
- Atascadero High School Building 1200 & 1100 Classroom Modernizations; Atascadero High School District
- Solvang Elementary School New Classroom Wing, Multipurpose Room, and modernizations (Phase II-IV); Solvang Elementary School District
- Isbell Middle School Adaptive Reuse & Modernization for New Science Classrooms; Santa Paula Unified School District
- Atascadero High School New Science & Shop Classrooms; Atascadero High School District
- Redwood Middle School Modernization of Main Classroom Wing; Conejo Valley Unified School District

7 Community-Oriented Design Approach

IBI Group is well aware of the distinct culture that makes up the Christa McAuliffe & Emilie Ritchen Elementary School Campuses. We have been working with Oxnard School District on projects since the late 1980's. IBI Group has practically worked on every campus in the District in some capacity including assisting Design West Architects with the development of the Christa McAuliffe ES. In addition, we also worked on Emilie Ritchen ES where we improved the plans for the Multipurpose and Library for efficiency. **We are excited to continue our work with Oxnard School District in updating these elementary schools to meet the needs of the next generation learning.**

We will collaborate with the District's design team, and feel that discussing the project issues in a couple of workshops that include the District's Program Manager, IBI Design Team, a small selected committee comprising of the Principal + Staff, Maintenance & Operations Staff, and the Community would be a highly effective tool. This will allow us to gather information, share our findings and incorporate the feedback from the workshops to ensure the success of the projects.



8 Cost Estimate

IBI Group has evaluated all of the available information to determine a conceptual statement of probable cost indicated below for the indicated scope of work at McAuliffe and Ritchen Elementary School for the Oxnard School District. At this very early stage we have made some assumptions based on our four decades of experience. Moving forward with the District and the Program Manager we will continue to develop a scope of work, and budget, that will assist the District in meeting the vision of a 21st century learning environment. The following are the assumptions made in developing this proposal.

Attachment B - Cost Comparison Sheet

District Specification and Budget				Architect's Proposal				
McAuliffe Elementary Improvements	**Net Total**	**Unit**	**Hard Cost Budget**	***Description (Same format as District Specification)***	***Net Total***	***Unit***	***Variance from District Spec.***	***Est. 2019 Total Cost as Proposed***
21st Century upgrades to 28 existing permanent classrooms		sf		21st Century upgrades to 28 existing permanent classrooms	24940	sf		$ 2,394,240
21st Century upgrades to library/media center		sf		21st Century upgrades to library/media center	1960	sf		$ 284,200
Improvements to the MPR area		sf		Improvements to the MPR area	3740	sf		$ 336,600
Upgrades to the HVAC system		sf		Upgrades to the HVAC system				$ 267,556
Convert supply rooms into office space		sf		Convert supply rooms into office space	450	sf		$ 5,000
Subtotal:		**sf**	**$ 3,471,821**	**Subtotal:**				**$ 3,282,596**
Assumptions								
Total Project Soft Costs								
21st Century Classroom and Support FF&E				21st Century Classroom and Support FF&E	28	ea		$ 770,000
Professional Services (e.g. architect/engineering/other consulting fees)				Professional Services (e.g. architect/engineering/other consulting fees)				$ 374,682
Agency fees, Inspection (IOR)				Agency fees, Inspection (IOR)				$ 99,000
Environmental, Legal				Environmental, Legal				$ 35,000
Project Contingency				Project Contingency	10	%		$ 347,182
Other (e.g.preliminary testing, energy analysis, misc)				Other (e.g.preliminary testing, energy analysis, misc)				$ 40,000
		Total Soft Costs	**$ 1,487,923**	**Total Soft Costs**				**$ 1,665,864**
		Total "All-In"	**$ 4,959,744**	**Total "All-In"**				**$ 4,948,460**
Ritchen Elementary Improvements	**Net Total**	**Unit**	**Hard Cost Budget**	***Description (Same format as District Specification)***	***Net Total***	***Unit***	***Variance from District Spec.***	***Est. 2019 Total Cost as Proposed***
21st Century upgrades to 28 existing permanent classrooms		sf		21st Century upgrades to 28 existing permanent classrooms	24,795	sf		$ 2,380,320
21st Century upgrades to library/media center		sf		21st Century upgrades to library/media center	1925	sf		$ 279,125
Improvements to the MPR area		sf		Improvements to the MPR area	3290	sf		$ 329,000
Upgrades to the HVAC system		sf		Upgrades to the HVAC system				$ 267,556
Subtotal:		**sf**	**$ 3,434,095**	**Subtotal:**				**$ 3,256,001**
Assumptions								
Total Project Soft Costs								
21st Century Classroom and Support FF&E				21st Century Classroom and Support FF&E	28	ea		$ 770,000
Professional Services (e.g. architect/engineering/other consulting fees)				Professional Services (e.g. architect/engineering/other consulting fees)				$ 370,910
Agency fees, Inspection (IOR)				Agency fees, Inspection (IOR)				$ 94,000
Environmental, Legal				Environmental, Legal				$ 30,000
Project Contingency				Project Contingency	10	%		$ 343,410
Other (e.g.preliminary testing, energy analysis, misc)				Other (e.g.preliminary testing, energy analysis, misc)				$ 40,000
		Total Soft Costs	**$ 1,471,755**	**Total Soft Costs**				**$ 1,648,319**
		Total "All-In"	**$ 4,905,850**	**Total "All-In"**				**$ 4,904,320**

* Hard costs are inclusive of all site work and demolition, General Conditions and requirements, Contractor's Bond, Risk and Insurance, Contractor's Fee and Overhead, and Construction Contingency.

Conceptual Estimate Assumptions:

1. Hard costs are exclusive of all site work and demolition, General Conditions and requirements, Contractor's Bond, Risk and Insurance, Contractor's Fee and Overhead, and Construction Contingency.
2. As noted in the Addendum, dated 09/10/2019, the following issues are excluded from the scope of work and fee calculation. Upon project award, IBI Group and consultants will investigate and provide additional scopes of services to address the following existing conditions:
   - A. Assess facility to identify and provide corrective measures to address existing water intrusion concerns.
   - B. Assess facility to identify and provide corrective measures upgrading existing fire alarm system to meet current standards.
   - C. Assess entire campus to identity and provide corrective measures to address existing accessibility concerns.
   - D. Evaluate condition of existing walk-in refrigerators/freezers and provide recommendations for repair or replacement.
   - E. Evaluate existing conditions at McAuliffe ES and provide recommendations for the replacement of the existing grease interceptor.
3. Provisions for the design and approval for interim housing is not included in this scope of work.
4. All exterior improvements to hardscape, landscape and playgrounds are not included in this scope of work.
5. No existing site reports were provided or reviewed as part of this estimate.
6. All major infrastructure is in good order and of sufficient capacity to support the existing facility.
7. Included 10% Accessibility Upgrades in the 21st Century Upgrades.
8. The accessible path of travel to the areas under consideration is compliant.
9. Used costs indicated in the RFP for the Additional Eligible improvements as indicated in the RFP.
10. Included 10% Accessibility Upgrades in the 21st Century Classroom Upgrades.
11. Project Contingency - 10%
12. Escalation not included

EXHIBIT "C"
BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

(1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.

(2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.

(3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.

(4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.

(5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.

(6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.

(7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.

(8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Lease/Leaseback Contractor (LLBC).

(9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.

(10) Utilize the standardized filing system as currently utilized by Architect.

(11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.

(12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.

(13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

B. ESTIMATES AND COSTS GENERALLY

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

(1) For purposes of this Agreement, "construction cost" for estimation purposes shall mean the total of any and all costs of the construction of the Project, including, without limitation, costs of site preparation, removal or demolition of existing structures, storm-water compliance and erosion control, construction of school buildings and ancillary facilities and improvements, and all other work, supplies, materials, services or other things of any nature whatsoever incidental or necessary work in connection with construction of the Project, construction management and job supervisor fees and other costs directly allocable to the Project, all costs and expenses including any application and processing fees, taxes or insurance premiums paid by the District for the Project, and administrative and other expenses necessary or incident to the Project. The term "construction cost" shall, for purposes of estimation only, include the costs incurred by the District for construction management and job supervisor fees. "Construction cost" shall not include all of the costs associated with preparing, generating or reproducing copies of any plans, specifications or other construction documents, including, without limitation, additional copies for any subcontractors prepared at District expense. The

term construction cost excludes property and similar taxes attributable to the Project site.

(2) The Architect shall review construction cost and total Project cost estimates at each phase of the Architectural Services. If such estimates are in excess of the construction and total Project budgets, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the construction budget for the Project.

(3) The Architect shall at all times include in each estimate of construction cost a contingency for construction change orders, in such amount as agreed by the District.

(4) The Architect shall at all times notify the District if adjustments to previous estimates of the total construction costs will be necessary due to market fluctuations or approved changes in scope or requirements.

(5) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the construction budget.

C. PROJECT INITIATION PHASE

Within ten days after receipt from the District of the notice to proceed with Architectural Services, the Architect shall complete all of the following:

(1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

(2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

(3) Participate in a general Project kick-off meeting to include the Architect's appropriate consultants, and District staff.

(i) The project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.

(ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.

(iii) Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.

(iv) Review and explain the task analysis and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

(v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

D. DEVELOPMENT OF ARCHITECTURAL PROGRAM

Upon receipt from the District of the notice to proceed with Architectural Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete Design checklist as provided by the District; and take all other necessary actions in accordance with the following:

(1) Coordinate with the District's Educational Specifications to identify critical issues affecting project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.

(2) Hold initial community information/PTA meeting at a location designated by the District, if required.

(3) Conduct Architectural program meeting with the District selected project participants.

(4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.

(5) Develop an estimate of probable construction cost for the Project and reconcile the estimate with the LLBC; estimates are to be based on the developed functional Architectural programs as approved by the District.

(6) Estimates prepared by Architect:

(i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.

(ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.

(iii) All construction cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.

(iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.

(v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the general contractor's overhead and profit, and general condition. (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.

(vi) Mechanical, electrical, civil, landscaping and estimating sub-Architects shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

E. SCHEMATIC DESIGN PHASE

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

(1) Architectural:

(i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.

Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

(ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.

(iii) Identify proposed roof system, deck, insulation system and drainage technique.

(iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.

(2) Civil:

(i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.

(ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.

(iii) Coordinate finish floor elevations with architectural site plan.

(3) Landscaping:

Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

(4) Specifications:

Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the project design and specifications.

(5) Estimates:

(i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up.

General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

(ii) The estimate shall separate the project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.

(iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

(6) Meetings:

(i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

(ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.

(7) Presentation:

Architect shall present and review with the District the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

F. DESIGN DEVELOPMENT PHASE

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

(1) Architectural:

(i) Scaled, dimensioned floor plans with final room locations including all openings.

(ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.

(iii) Identification of all fixed equipment to be installed in contract.

(iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.

(v) Preliminary development of details and large scale blow-ups.

(vi) Legend showing all symbols used on drawings.

(vii) Floor plans identifying all fixed and major movable equipment and furniture.

(viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.

(ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:

(a) Light fixtures

(b) Ceiling registers or diffusers

(c) Access Panels

(x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.

(xi) Building design shall conform to all adopted energy regulations.

(xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, widows, and types of hardware.

(xiii) Identify code requirements; include occupancy classification(s) and type of construction.

(2) Structural:

(i) Structural drawing with all major members located and sized.

(ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.

(iii) Preliminary specifications.

(iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.

(3) Mechanical:

(i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.

(ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.

(iii) Show selected system on drawings as follows:

(a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases

(b) Location and preliminary sizing of all major equipment and duct work in allocated spaces

(c) Schematic piping

(d) Temperature control zoning.

(ii) Major mechanical equipment should be scheduled indicating size and capacity.

(iii) Ductwork and piping should be substantially located and sized.

(iv) Devices in ceiling should be located.

(v) Legend showing all symbols used on drawings.

(vi) More developed outline specifications indicating quality level and manufacture.

(4) Electrical:

(i) Calculate overall approximate electrical loads.

(iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.

(iv) Show system(s) selected on drawings as follows:

(a) Single line drawing(s) showing major distribution system.

(b) Location and preliminary sizing of all major electrical systems and components including:

(1) Load centers
(2) Main panels
(3) Switch gear

(v) Identify and define the scope of the technology backbone system.

(vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).

(vii) All major electrical equipment should be scheduled indicating size and capacity.

(viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.

(ix) Legend showing all symbols used on drawings.

(x) More developed outline specifications indicating quality level and manufacture.

(xi) Identify and coordinate the layout of the technology backbone system and coordinate the development with the District's technology Architect.

(5) Civil:

(i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.

(ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

(i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide general condition specification and supplementary conditions.

(8) Estimate:

Design Development Estimate: This estimate shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups. LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

(11) The Architect shall submit the contract documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the contract documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

G. CONSTRUCTION DOCUMENTS PHASE

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

(1) Prepare construction documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.

(2) Construction Documents (C/D) 50% stage:
(i) Architectural:

(a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.

(b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.

(c) Architectural details and large blow-ups started.

(d) Well developed finish, door, and hardware schedules.

(e) Site utility plans started.

(f) Fixed equipment details and identification started.

(g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

(ii) Structural:

(a) Structural floor plans and sections with detailing well advanced.

(b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.

(c) Completed cover sheet with general notes, symbols and legends.

(iii) Mechanical:

(a) Mechanical calculations virtually completed with all piping and ductwork sized.

(b) Large scale mechanical details should be started.

(c) Mechanical schedule for equipment substantially developed.

(iv) Electrical:

(a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.

(b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.

(c) All electrical equipment schedules should be started.

(d) Special system components should be approximately located on plans.

(e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.

(v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Document.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Documents.

(vii) Estimate:

Update and refine the Design Development Phase Estimate. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

(a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

(b) Coordination of the development of specifications by other disciplines.

(c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

(a) Virtually complete site plan.

(b) Virtually complete floor plan, elevations and sections.

(c) Architectural details and large blow-ups near completion.

(d) Finish door, and hardware schedules virtually complete, including most details.

(e) Site utility plan virtually complete.

(f) Fixed equipment details and identification virtually complete.

(g) Reflected ceiling plan virtually complete.

(h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.

(i) All equipment catalog cuts.

(ii) Structural:

Completed structural floor plans and sections with detailing well advanced.

(iii) Mechanical:

(a) Mechanical load calculations complete and all piping and ductwork sized.

(b) Large scale mechanical details should be substantially complete.

(c) Mechanical schedule for equipment substantially complete.

(iv) Electrical:

(a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.

(b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.

(c) All electrical equipment schedules should be virtually complete.

(d) Special system components should be located on plans.

(v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD's.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD's and completed.

(4) Construction Documents - Substantial Completion Stage:

(i) Architectural:

(a) Completed site plan.

(b) Completed floor plans, elevations and sections.

(c) Architectural details and large blow-ups completed.

(d) Finish, door and hardware schedules completed, including all details.

(e) Site utility plans completed.

(f) Fixed equipment details and identification completed.

(g) Reflected ceiling plans completed.

(ii) Structural:

(a) Structural floor plans and sections with detailing completed.

(b) Structural calculations completed.

(iii) Mechanical:

(a) Large scale mechanical details complete.

(b) Mechanical schedules for equipment completed.

(c) Completed electrical schematic for environmental cooling and exhaust equipment.

(d) Complete energy conservation calculations and report.

(iv) Electrical:

(a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.

(b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

(c) All electrical equipment schedules completed.

(d) Special system components plans completed.

(e) Electrical load calculations completed.

(v) Civil:

All site plans, site utilities, parking and roadway systems completed.

(vi) Estimate:

Update and refine the 50% Construction Document Estimate.

(vii) Specifications:

(a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District's Construction Manager, made during District review of specifications.

(b) Coordination of the development of specifications by other disciplines.

(c) Specifications shall be in CSI format.

(5) Construction Documents Final DSA Approval Stage:

(i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies' comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Stage.

(ii) The contract documents delivered to the District upon completion by Architect shall include, but not limited to, the following:

(a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).

(b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.

(c) Update and refine the Architect Consultant's completed Construction Documents.

(6) Construction Documents Final Back-Check Stage:

(i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.

(ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the contract documents for distribution to bidders will be provided by the District.

(7) Contract Documents:

(i) The Architect shall prepare and submit to the District for written approval the "contract documents" for the Project, which shall include all those documents necessary and convenient to provide for the contracting for construction of the Project, including, but not limited to, the construction contract provided by the District, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. The Architect shall conform for use in the contract documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.

(ii) To the extent required, the Architect shall submit the contract documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the contract documents. Upon receipt of DSA approval of the contract documents, the Architect shall provide to the District a final estimate of total construction costs for the Project.

(iii). Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the contract documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.

(8) Meetings:

(i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting

(ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Scope of Services of the Architect.

H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

(1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Lease/Leaseback Contractor.

(2) Following written approval of the contract documents and written acceptance by the District of Architect's final estimate of total construction costs, the Architect shall cooperate with the District and/or its LLB Contractor in the reproduction of the contract documents and the distribution of the contract documents to contractors interested in bidding on the Project. All sets of contract documents requested by the District for bidding purposes shall be reproduced at District's expense.

(3) All questions concerning the intent or interpretation of the bidding and contract documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.

(4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.

(5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.

(6) If at any time the total of the lowest responsible and responsive bid(s) for the Project, together with all other estimated and/or actual costs included within the construction cost, exceed the construction budget approved by the District for the Project, the

Architect, in consultation with the District and at no additional expense to the District, shall revise the plans and specifications as necessary so that rebidding of some or all of the Project will result in a construction cost not in excess of the construction budget. In so revising the plans and specifications, the Architect shall exercise its best judgment in determining the balance between the type, quality and other characteristics of the Project necessary to result in a Project satisfactory to the District. If acceptable to the District, the Architect may, as an alternative, include in the contract documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory Project within the construction budget.

I. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

(1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an additional service to the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

(2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the services required by the Construction Phase of this Agreement.

(3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay in the work or in the construction of the District or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

(4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.

(5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered extra services.

(6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and its representative(s). The purpose of these visits is to resolve discrepancies in the contract documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the District's construction contractor which the Architect may observe.

(7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when competed will be in accordance with the contract documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the contractor's performance.

(8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction project based upon information provided by the District's construction contractor and changes by change orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.

(9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for contractors' failure to carry out work in accordance with the contract documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees, or any other persons performing any work.

(10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.

(11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the contractor's work.

J. PROJECT CLOSE-OUT PHASE

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

(1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, contractors, the District, or any other consultants retained by the District.

(2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Architectural Services.

(3) Architect shall coordinate with the District , at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

K. MATTERS NOT WITHIN SCOPE OF ARCHITECTURAL SERVICES

The Architect is not responsible for providing, as part of the Architectural Services, any of the following:

(1) Ground contamination or hazardous material analysis.

(2) Any asbestos testing, design or abatement.

(3) Environmental impact report.

(4) Historical significance report.

(5) Soils investigation.

(6) Geotechnical hazard report.

(7) Topographic survey.

(8) Title report.

EXHIBIT "D"
DELIVERABLES

(1) Schematic Design Phase

Deliverables and No. of Copies:

(a) Schematic Design Submittal Package - 6 copies

(b) Cost estimates - 4 copies

(c) Design Checklist - 2 copies

(2) Design Development Phase

Deliverables and No. of Copies:

(a) Rendered perspective drawings - 6 copies

(b) Color/Material Boards - 2 copies

(c) Design Development drawing submittal - 4 copies

(d) Outline Specifications - 4 copies

(e) Cost Estimate - 4 copies

(f) Design Checklist - 4 copies

(g) Project scale model, for additional fee, if requested by the District.

(3) Construction Documents Phase

Deliverables and No. of Copies:

(a) Fifty percent (50%) submittal - 4 copies

four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.

(b) Ninety percent/DSA Submittal - 4 copies

four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.

(c) Statement of requirements for testing and inspection of service for compliance with construction documents and applicable codes -2

(Submit with DSA Submittal)

(d) One hundred percent (100%)/DSA Approved submittal - 4 copies

four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.

(e) Electronic file copy of DSA Approved CD drawings and specifications on CD- 1 copy (in PDF and CAD format)

(f) Design Checklist - 2 copies

(g) A statement at each stage of CD review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)

EXHIBIT "E"

INVOICE APPROVAL LETTER

DATE: _____

PROJECT: Modernization of McAuliffe K-5 School

ARCHITECT OF RECORD: IBI Group

IBI Group has submitted all required documents pertaining to the Design Phase of the contract for review by the District's Program Manager, Caldwell Flores Winters, Inc. (CFW) and the Oxnard School District.

By signing below, a representative of IBI Group hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date and an accurate representation of the percent work completed for the phase identified in the invoice. The representative also certifies that the invoice submitted does not include any charges for services that have been previously paid or rejected by the District and/or CFW.

_____ _____

IBI Group Date

The invoice has been reviewed by the following and is recommended for payment:

_____ _____

Caldwell Flores Winters, Inc. Date

_____ _____

Oxnard School District Date

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: Caldwell Flores Winters, Inc. (CFW)
Program Manager for Oxnard School District
1901 S. Victoria Avenue #106
Oxnard, CA 93035
ATTN: Chris Yafuso (cyafuso@aimcsworld.com)

PROJECT NAME: **RECONSTRUCTION OF ROSE K-5 SCHOOL**
DSA PROJECT #:
PROJECT TYPE: Architectural Services
DATE:
INVOICE #:
PERIOD COVERED: MM/DD/YY - MM/DD/YY
PURCHASE ORDER #:

VENDOR: **IBI Group**
PREPARED BY:
EMAIL:
PHONE #:
FAX #:

BASE CONTRACT BILLING FORM

ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
		SUBTOTALS		**$ -**		**$ -**	**$ -**		**$ -**

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	$ -
TOTAL DUE THIS INVOICE	**$ -**

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up

1 See "billing tab" below for spreadsheet; these are the instructions

2 Enter project name, DSA project number, project type, invoice number, date, your company name, fax, phone, etc.

3 Enter purchase order number provided to you when contract was issued

4 Feel free to include your company logo if you wish.

5 Enter approved contract agreements, amendments, reimburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.

6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows reimbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing

5

IMPORTANT! When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.

6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column.

8 Enter the corresponding dollar values/% complete values into the green column for total work complete to date.

9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.

10 Email to Chris Yafuso (cyafuso@aimcsworld.com) or mail to the CFW Oxnard office at 1901 S. Victoria Avenue #106, Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.

11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors and miscalculations can delay/prevent processing of payment.

NOTE: **All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.**

EXHIBIT "F"

FINGERPRINTING REQUIREMENTS

SECTION 00510

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

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

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department Of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

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

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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

Name: _____

Title: _____

AND/OR

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

By: _____

Its: _____

Oxnard School District

PURCHASE ORDER
NO: P20-02670
DATE 01/13/2020

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

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

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

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

Customer Acct #:

ORDER LOCATION	Emailed	Faxed	Mailed	VENDOR #	REQUISITIONER	REQUISITION #
630 - Facilities				006161/1	Lisa Franz	R20-02960

DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	BUYER	RPQ #

ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
1	1	EACH	PROVIDE ARCHITECTURAL SERVICES FOR THE MCAULIFFE ELEMENTARY SCHOOL MODERNIZATION PROJECT PER AGREEMENT #19-179	379,682.00	$379,682.00
			*APPROVED BY THE BOARD OF TRUSTEES ON 12/18/19		
			ACCOUNT DISTRIBUTION	AMOUNT	
			(061409) 214- 6210- 9010- 0- 0000- 8500- 053- 600- 0MOD- 0	$379,682.00	

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	$379,682.00
Sales Tax	.00
Shipping	.00
Adjustment	.00
Order Total	**$379,682.00**

**** End of Order ****

AUTHORIZED BY:
Lisa A. Franz

FILE

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** December 17, 2025

Agenda Section: Section C: Facilities Agreement

Approval of Amendment No. 003 to Agreement No. 19-180 with Arcadis International Ltd. (formerly known as IBI Group) to Provide Architectural Engineering Services for Ritchen Elementary School Modernization Project (Pifko/Bennett/CFW)

The District retained Arcadis International Ltd. (formerly known as IBI Group) ("Architect") to provide architectural and design services for the Ritchen Elementary School Modernization Project. The design plans for the project received Division of the State Architect ("DSA") approval on March 25, 2021, and construction of the project is on-going.

On August 21, 2024, the Board of Education executed Amendment No. 001 to Agreement #19-180 for added scope and resumed DSA Approval incurred costs.

On August 20, 2025, the Board of Education executed Amendment No. 002 to Agreement #19-180 for door scope investigation and additional design costs.

This Contract Amendment No. 003 covers Additional Architectural Design Scope in Add Services No 02 and No 04.

FISCAL IMPACT:
$37,500.00 – Measure I Bond Funds

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 Amendment No. 003 to Agreement #19-180 with Arcadis International Ltd. (formerly known as IBI Group).

ADDITIONAL MATERIALS:

Attached: Amendment #003 (12 Pages)
Amendment #002 (5 Pages)
Amendment #001 (8 Pages)
Agreement #19-180, Arcadis International (136 Pages)

Amendment No. 003 to Architect Services Agreement No. 19-180

The Architect Services Agreement No. 19-180 ("Agreement") entered into on December 18, 2019, by and between the Oxnard School District ("District") and Arcadis Inc. (formerly known as IBI Group) ("Architect") and Amendment #1, entered into on August 21, 2024, Amendment No. 002, entered into on August 20, 2025, is hereby amended by the parties as set forth in this Amendment No. 003 to the Architectural Services Agreement No. 19-180 ("Amendment") that is incorporated herein for all purposes.

RECITALS

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

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

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

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

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

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

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

AMENDMENT

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

The definition of the Project is expanded to include additional scope of work as identified in the Architect's proposal for added scopes Add Service No. 02 dated August 11, 2025 and for Add Service No. 04 dated November 13, 2025 identified as Exhibit G hereto.

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

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

The Parties agree to amend SECTION 5.2.3 to the Agreement as follows:

SECTION 5.2.3 Additional Compensation for Additional Scope of Work. The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit "G" hereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit "C" and Exhibit "D" of the original Agreement for the Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat "all-in" Basic Fee ("Additional fee") for the additional work totaling: **Thirty-Seven Thousand Five Hundred Dollars and Zero Cents ($37,500.00). This fee shall include all the work necessary to complete the additional scope of work including the costs of any sub-consultants or any specialty consultants.**

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

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

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

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 003 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT:

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

ARCADIS INTERNATIONAL LTD:

By: _____ _____
Janvi Kanani, Principal Date:

By: _____ _____
Maurice Macare, Principal Date:

Exhibit G

Architect's proposals Add Service No. 02 dated August 11, 2025 and Add Service No. 04 dated November 13, 2025

Gerald Schober and Scott Burkett

Caldwell Flores Winters, Inc.

521 N. 1st Avenue

Arcadia, CA 91006

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

Date: August 11, 2025
Our Ref: 123448
Subject: **Proposal for Added Scope | Additional Services: Ritchen Elem. School Modernization, District Directed Changes to Hallway Lighting**

Dear Gerald and Scott:

In November of 2024, we received communication from CFW that Oxnard School District had decided to replace the lighting throughout the building. Upon further site investigation, CFW directed Arcadis replace only the existing lights in the Corridors and Lobby Areas.

SCOPE OF WORK:

Added scope is identified below:

1. **Replacement of Lighting throughout Corridors and Lobby areas:**

- Replacement of existing lights to be LED.
- Coordination with Electrical Engineer
- Submit CCD to DSA for Review and Approval.

Scope Assumptions

- No further work done to existing ceiling framing.

Scope Exclusions

- Any other additional services scope of work other than listed above.
- Power measurements of any existing panels.
- Any existing main Electrical Service, switchgear, etc. upgrades design

Compensation: We propose the following compensation for the above referenced services for the following fixed fee of $**11,160** (Eleven Thousand, One Hundred Sixty Dollars).

Arcadis, a California Partnership
August 11, 2025

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

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

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

Sincerely,
Arcadis, California Partnership

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

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

_____

Acceptance Date

Gerald Schober, Senior VP

Caldwell, Flores Winters, Inc.

Attachments:

Fee Breakdown Sheet

ARCADIS

Project: Ritchen Elementary School Modernization - Add Service 2
Proposed Fee Summary

Date: August 11, 2025

Arcadis Group Hourly Rates

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

Arcadis Group Fee Breakdown

No	Phase	Fixed Fee	Estimated Man Hours						
			Principal Arch II	Project Manager	Project Architect	Specification Writer	Sr. CADD/BIM Draftsman	CADD/BIM Draftsman	Administrative Support
			$ 295	$ 220	$ 150	$ 160	$ 120	$ 100	$ 100
1	**Lighting changes to Corridors & Lobby**								
	Kick-Off Meeting	$ 370		1	1				
	Reflected Ceiling Plans	$ 1,470		6	1				
	DSA CCD (Submission/Backcheck)	$ 3,040		2	16				2
	Consultant Coordination	$ 880		4					
	Subtotal	**$ 5,760**	**0**	**13**	**18**	**0**	**0**	**0**	**2**
2	**N/A**								
	N/A	$ -							
	N/A	$ -							
		$ -	**0**	**0**	**0**	**0**	**0**		
	Total A/E Fees								
	Total Architectural Fee	$ 5,760							
	Subconsultant Fees								
	Total MEP	**$ 4,500**	Budlong - Revise Plans for Hallway Lighting Only						

1234

ARCADIS

Project: Ritchen Elementary School Modernization - Add Service 2
Proposed Fee Summary

Date: August 11, 2025

	Architectural Consultant Fee Mark-up (20% of total consultant fees)	$ 900							
	Total A/E Fee	**$ 11,160**							

Gerald Schober

Caldwell Flores Winters, Inc.

521 N. 1st Avenue

Arcadia, CA 91006

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

Date: November 13, 2025
Our Ref: 123448
Subject: **Proposal for Revised Scope | Additional Services 004:**

Ritchen Elem. School Modernization,

Owner / District Directed Misc. Revisions

Dear Gerald:

Below is a list of Misc revisions as directed by CFW / District.

SCOPE OF WORK:

Revised scope is identified below:

1. **Additional shelving unit inside the Tall Casework -Phase I – (ASI 014)**
2. **Revision to Casework to include additional (Fixed) shelf unit- Phase II, II, IV – (ASI 013)**
3. **Revision to Casework to include additional (Adjustable) shelf unit- Phase II, II, IV – (ASI 013R)**
4. **Power / Data revisions at TV Monitors and Teacher's Stations (ASI 007)**
5. **Casework Deletion at STEAM Lab and Piano Lab / Addition of TV (ASI 009)**
6. **TV Monitor Framing Revision (CCD 004)**
7. **Revised TV Mount for 65" TV. (CCD 007)**
8. **Revised TV Mount for 85" TV. (CCD 009)**
9. **Revision to Vision Panels (switch to paint in lieu of film) at existing Classroom Vision Lites.**
10. **Revision to ACT flooring to HVT-18x18 (ASI 010)**
11. **Revision to Carpet (Shaw to Tandus)**
12. **Revision to "Yellow" soffit / wall paint color(s), updated renderings.**

13. **Revision to "Yellow" Flooring at Multi-Purpose and Media Center, updated renderings. (Does not include revisions to flooring material from HVT to another flooring type/colors)**

Scope Assumptions

- No Future revisions to the above items

Scope Exclusions

- Revisions to flooring material from HVT to another flooring type/color.
- Any other additional services scope of work other than listed above, including future revisions to pertinent scope.

Compensation: We propose the following compensation for the above referenced services for the following fixed fee of **$26,340 (Twenty-Six Thousand, Three-Hundred and Forty dollars).**

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

This effort has already been done.

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

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

Sincerely,
Arcadis International Ltd.

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

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

_____

Acceptance Date

Gerald Schober, Senior VP

Caldwell, Flores Winters, Inc.

Arcadis, a California Partnership
November 13, 2025

Attachments:

Fee Breakdown Sheet

ARCADIS

Project: Ritchen Elementary School Modernization - Add Service 4
Proposed Fee Summary

Date: November 13, 2025

Arcadis Group Hourly Rates

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

Arcadis Group Fee Breakdown

No	Phase	Fixed Fee	Estimated Man Hours						
			Principal Arch II	Project Manager	Project Architect	Specification Writer	Sr. CADD/BIM Draftsman	CADD/BIM Draftsman	Administrative Support
			$ 295	$ 220	$ 150	$ 160	$ 120	$ 100	$ 100
1	Additional Shelving Unit Inside Tall Casework - Phase I (ASI 014)	$ 940		1			6		
2	Revision to Casework - Additional Shelving unit (Fixed) - Phase II, III and IV - (ASI 013)	$ 940		1			6		
3	Revision to Casework - Additional Shelving unit (Adjustable) - Phase II, III and IV - (ASI 013R)	$ 940		1			6		
4	Power/Data revision at TV Monitors and Teachers's Station (ASI 007)	$ 940		1			6		
5	Casework Deletion at STEAM Lab and Piano Lab / Addition of TV (ASI 009)	$ 940		1			6		
6	TV Monitor Framing Revision (CCD 004)	$ 2,140		1			16		
7	Revised TV Mount for 65" TV (CCD 007)	$ 2,140		1			16		
8	Revised TV Mouint for 85" TV (CCD 009)	$ 2,140		1			16		

ARCADIS

Project: Ritchen Elementary School Modernization - Add Service 4

Proposed Fee Summary

Date: November 13, 2025

9	Revisions to Door Vision Panels Paint in lieu of film	$ 460		1			2		
10	Revision from VCT flooring to HVT - 18x18 tiles (ASI 010 / 010R)	$ 5,080		10			24		
11	Revision to Carpet Mfr / Color (Shaw to Tandus)	$ 1,760		8					
12	Revision to Yellow soffit / wall Paint Color / Update Renderings	$ 2,320		4			12		
13	Revisions to Yellow Flooring at Multi-Purpose and Media Center, updated renderings	$ 5,600		8			32		
	Subtotal	**$ 26,340**	**0**	**39**	**0**	**0**	**148**	**0**	**0**
	Total A/E Fees								
	Total Architectural Fee	**$ 26,340**							
	Subconsultant Fees								
	Total MEP	**$ -**							
	Architectural Consultant Fee Mark-up (20% of total consultant fees)	$ -							
	Total A/E Fee	**$ 26,340**							

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

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

RECITALS

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

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

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

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

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

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

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

AMENDMENT

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

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

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

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

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

SECTION 5.2.3 Additional Compensation for Additional Scope of Work. The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit "G" hereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit "C" and Exhibit "D" of the original Agreement for the Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat "all-in" Basic Fee ("Additional fee") for the additional work totaling: **Ten Thousand Nine Hundred Thirty Dollars and No Cents ($10,930). This fee shall include all the work necessary to complete the additional scope of work including the costs of any sub-consultants or any specialty consultants and extends terms of the contract to December 31, 2026.**

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

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

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

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

OXNARD SCHOOL DISTRICT:

By: Melissa Reyes _____ 9/10/25
Melissa Reyes, Director, Purchasing — Date:

ARCADIS Inc. :

By: _____ 9/10/25
Janvi Kanani, Principal — Date:

By: _____ 9/10/25
Maurice Macare, Principal — Date:

Exhibit G

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

ARCADIS

Gerald Schober and Scott Burkett

Caldwell Flores Winters, Inc.

521 N. 1st Avenue

Arcadia, CA 91006

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

Date: April 07, 2025
Our Ref: 123448
Subject: **Proposal for Revised Scope | Additional Services: Ritchen Elem. School Modernization,**

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

Dear Gerald and Scott:

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

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

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

SCOPE OF WORK:

Revised scope is identified below:

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

Scope Assumptions

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

Scope Exclusions

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

Arcadis, a California Partnership
April 04, 2025

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

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

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

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

Sincerely,
Arcadis International Ltd.

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

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

Acceptance Date

Gerald Schober, Senior VP

Caldwell, Flores Winters, Inc.

Attachments:

Fee Breakdown Sheet
Field Investigation Report #003

Amendment No. 001 to Architect Services Agreement No. 19-180

The Architect Services Agreement No. 19-180 ("Agreement") entered into on December 18, 2019, by and between the Oxnard School District ("District") and Arcadis International Ltd. (formerly known as IBI Group) ("Architect"), is hereby amended by the parties as set forth in this Amendment No. 001 to the Architectural Services Agreement No. 19-180 ("Amendment") that is incorporated herein for all purposes.

RECITALS

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

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

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

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

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

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

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

AMENDMENT

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

The definition of the Project is expanded to include additional scope of work as identified in the Architect's proposal for added scope dated June 25, 2024 identified as Exhibit G hereto.

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

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

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

SECTION 5.2.3 Additional Compensation for Additional Scope of Work. The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit "G" hereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit "C" and Exhibit "D" of the original Agreement for the Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat "all-in" Basic Fee ("Additional fee") for the additional work totaling: **One Hundred Fifty-Six Thousand Six Hundred Thirty-Six Dollars and No Cents ($156,636.00). This fee shall include all the work necessary to complete the additional scope of work including the costs of any sub-consultants or any specialty consultants.**

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

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

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

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 001 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT:

By: _____ 9/4/24
Melissa Reyes, Interim Director, Purchasing Date:

ARCADIS INTERNATIONAL LTD:

By: _____ 08/30/24
Janvi Kanani, Principal Date:

By: _____ 08/30/24
Maurice Macare, Principal Date:

Exhibit G

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

ARCADIS

Gerald Schober and Scott Burkett

Caldwell Flores Winters, Inc.

521 N. 1st Avenue

Arcadia, CA 91006

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

Date: June 25, 2024
Our Ref: 123448
Subject: **Proposal for Added Scope | Additional Services: Ritchen Elem. School Modernization, Suspension of Services | District Directed Changes**

Dear Gerald and Scott:

In June of 2021 we received communication from CFW that Oxnard School District had decided to put our DSA approved plans for the replacement school at Ritchen Elementary School Modernization on hold pending future funding. At that time, we suspended any additional development of this project, wrapping up current issues in preparation to put the project on hold. In February of 2024, we were notified that the district had again elected to move forward with this project. Per our architectural services agreement dated December 19, 2019, Article 6.1.3 Temporary Suspension of Services, if services are suspended by the district for greater than 120 days our compensation shall be equitably adjusted for expenses to resume services.

As a result of the suspension of services by the district a total lapse of approximately 660 work days has occurred. As such we are requesting an adjustment to our remaining fee to account for costs associated with the restart of the project and increases in our hourly billing rates.

Following the receipt of bids, the District has decided to reject all bids and protests and utilize the Lease-Lease Back method for procuring this work in lieu of Design-Bid-Build. We anticipate no additional effort to accommodate the change in delivery method. If the District should require assistance with revisions and or value engineering due to the LLB process, additional fee may be required.

In addition, our initial fee was calculated for a construction period spanning six to eight months, as outlined in our fee proposal dated November 22, 2019. However, with the revised schedule communicated on February 6, 2024, incorporating a phased approach, we have adjusted our fee to accommodate an additional seven months of Construction Administration services.

Furthermore, the district has requested some other changes to the approved documents and specifications that include the below.

SCOPE OF WORK:

Added scope is identified below:

1. **Changes to Front Lobby:**

- Provide (3) Security Doors with controlled access at Hallway/Lobby area. (Future CCD under current Modernization)
- Submit CCD to DSA for Review and Approval.

2. **Changes to Overall Building:**
- Provide work scope to install CCTV and WAPS along Exterior / Interior of Building. (Future Change Order to contract)
- Coordinate Locations with IT.

3. **Replace Classroom doors/Hardware and revise flooring to be HVT:**
- Develop updated door schedule.
- Coordinate door hardware specification and installation.
- Revise documents to reflect flooring change.

LLB Delivery vs DBB

- We anticipate no additional effort to accommodate the change in delivery method.

Extended Construction Administration Services

- Our current A/E fee for Construction Administration services is $65,341. Review of submittals is anticipated within the initial A/E fee. Based on our experience, submittal review reflects approximately 10% of our effort during CA.
- The construction period is proposed to be approximately double. Our additional fee for the extended Construction Administration phase reflects the added effort to provide services for that extended period and anticipates every other week virtual construction meeting attendance.
- We understand weekly on-site meetings are NOT requested/required by the District. We have not included a fee for that effort.

Resuming Design Services

- 5% Fee Adjustment of Remaining Fee (29% of fee = $109,014). Due to Temporary Suspension of Services as compensation for restarting the project and change in billing rates.

Scope Exclusions

- Work not specifically identified above.

Compensation: We propose the following compensation for the above referenced services for the following fixed fee of **$156,636** (One Hundred Fifty Six Thousand Six Hundred and Thirty-Six dollars).

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

Arcadis, a California Partnership
June 25, 2024

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

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

Sincerely,
Arcadis International Ltd.

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

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

Acceptance Date

Gerald Schober, Senior VP

Caldwell, Flores Winters, Inc.

Attachments:

Fee Breakdown Sheet

ARCADIS

Project: Ritchen Elementary School Modernization - Add Service 1
Proposed Fee Summary

Date: June 25, 2024

Arcadis Group Hourly Rates

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

Arcadis Group Fee Breakdown

No	Phase	Fixed Fee	Estimated Man Hours						
			Principal Arch II	Project Manager	Project Architect	Specification Writer	Sr. CADD/BIM Draftsman	CADD/BIM Draftsman	Administrative Support
			$ 295	$ 220	$ 150	$ 160	$ 120	$ 100	$ 100
1	**Changes to Front Lobby**								
	Plans, Elevations, Door Schedule	$ 8,000		4	24	4	24		
	DSA CCD Review & Approval	$ 6,140		1	24		16		4
	Coordination	$ 2,160			8		8		
	Subtotal	**$ 16,300**	**0**	**5**	**56**	**4**	**48**	**0**	**4**
2	**Changes to Overall Building**								
	CCTV and WAPS	$ 4,300		1	8		24		
	Coordinate Locations with District	$ 1,680			8		4		
	Coordination	$ 3,120			8		16		
	Subtotal	**$ 9,100**	**0**	**1**	**24**	**0**	**44**		
	Subtotal	**$ 1,920**	**0**	**0**	**0**	**0**	**16**	**0**	**0**
4	**Replace Classroom Doors/HVT**								
	Develop door schedule	$ 4,320			16		16		
	Coordinate Door hardware	$ 520		1	2				
	Coordinate flooring revision to HVT	$ 1,680		1	2		8		2

ARCADIS

Project: Ritchen Elementary School Modernization - Add Service 1
Proposed Fee Summary

Date: June 25, 2024

	Subtotal	**$**	**6,520**	**0**	**2**	**20**	**0**	**24**	**0**	**2**
5	**Extended Schedule**									
	Construction Administration (7 months)	$	58,185	7	14	**224**		112		60
	Subtotal	**$**	**58,185**	**7**	**14**	**224**	**0**	**112**	**0**	**60**
	Total A/E Fees									
	5% Contract Remanining Startup Fee	$	5,451							
	Total Architectural Fee	$	97,476							
	Subconsultant Fees									
	Total Structural Fee	$	-	N/A						
	Total MEP/Audiovisual Fee	$	**49,300**	Budlong - Revise Plans for AV & CCTV Scope						
	Architectural Consultant Fee Mark-up (20% of total consultant fees)	$	9,860							
	Total A/E Fee	**$**	**156,636**							

Oxnard School District

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

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

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

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

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

Customer Acct #:

ORDER LOCATION	Emailed	Faxed	Mailed	VENDOR #	REQUISITIONER	REQUISITION #
630 - Facilities				006161/1	Lisa Franz	R20-02964

DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	BUYER	RPQ #

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

IMPORTANT INSTRUCTIONS TO VENDOR

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

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

**** End of Order ****

AUTHORIZED BY: Lisa A. Franz

FILE

OSD AGREEMENT #19-180

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

IBI Group

AND

OXNARD SCHOOL DISTRICT

December 18, 2019

FOR

Ritchen School Modernization Project

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

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

RECITALS

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

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

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

AGREEMENT

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

SECTION 1
GENERAL PROVISIONS

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

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

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

1.1.3 "Agreement" shall mean this document and all its identified exhibits, attachments and amendments.

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

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

1.1.6 "Architect's Supplemental Instruction" or **"ASI"** shall mean a small set of drawings which better explains the intent of the design of a building or structure

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

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

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

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

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

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

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

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

1.1.15 "CDE" shall mean the California Department of Education.

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

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

1.1.18 "CHPS" shall mean Collaborative for High Performance Schools.

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

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

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

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

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

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

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

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

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

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

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

1.1.30 "District" shall mean the Oxnard School District.

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

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

1.1.33 "DSA" shall mean the Division of the State Architect of the State of California.

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

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

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

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

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

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

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

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

1.1.42 "MOU" shall mean a memorandum of understanding.

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

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

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

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

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

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

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

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

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

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

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

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

1.1.55 "SAB" shall mean the State Allocation Board of the State of California.

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

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

1.1.58 "SWPPP" shall mean Storm Water Prevention and Pollution Plan.

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

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

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

SECTION 2
EMPLOYMENT OF ARCHITECT

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

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

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

SECTION 3
THE PROJECT

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

SECTION 4
SERVICES

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

4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.3 ADDITIONAL SERVICES

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

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

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

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

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

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

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

SECTION 5
ARCHITECT'S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

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

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

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

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

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

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

paid after the submission by the Architect of the Verified Report (described on **Exhibit C**) to DSA; and (ii) three and one-half percent (3.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultants providing Services in connection with this Agreement have been paid.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 DISPUTED AMOUNTS. In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

5.4 COMPENSATION FOR REIMBURSABLE SERVICES

5.4.1 PRIOR APPROVAL. The District will not be obligated to pay for any service(s) performed or cost incurred by the Architect without prior written authorization by the District. The following will not reimbursed under this Agreement:

5.4.2 REIMBURSABLE EXPENSES. The EXCLUSIVE list of reimbursable expenses is set forth below. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed two percent (2%) of the Basic Fee.:

5.4.2.1 Travel and Mileage. Architect must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Architect's office or Architect Consultant's office to the Project site(s) or to the District's office will not be approved for reimbursement.

5.4.2.2 Reimbursable Reprographic Services. Print sets or copies requested in writing by the District beyond the quantities required under **Exhibit C**.

5.4.2.3 Fees for Consultants. Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 Invoices for Architect's Basic Services. Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

5.5.1.1 Each invoice must be accompanied by an **Approval Letter** from the District in the form of **Exhibit D**, attached hereto.

5.5.1.2 Progress payments shall not be made at any time during the Bidding Phase. If District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

5.5.2 Invoices for Additional Services. Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services, shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District.

5.5.3 Invoices for Reimbursable Expenses. Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

5.5.4 Final Invoice. Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted **FINAL INVOICE FOR THE RITCHEN SCHOOL MODERNIZATION PROJECT**. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay within forty-five (45) days of approval of final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

5.5.5 Combined Invoices. Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

SECTION 6
DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

6.1.1 For Cause. The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. This termination shall be effective if with respect to any monetary Architect Default, the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District and with respect to any non-monetary default for which no time period for cure is otherwise specified below, the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceed the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

6.1.2 For Convenience. The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

6.1.3 Temporary Suspension of Services. If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that

effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If one hundred twenty (120) consecutive calendar days or more have elapsed before the Services are resumed, the Project's Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.

6.2 ARCHITECT DEFAULT. The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:

6.2.1 Inability to pay debts and Failure to Pay Architect Consultants. At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultants providing services in connection with this Agreement.

6.2.2 Assignment for the benefit of creditors. An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.

6.2.3 False or misleading. Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.

6.2.4 Failure to Provide Acceptable Design. The Architect's failure to provide a functional design that can be built within 110% of the approved Construction Budget in accordance with industry standards.

6.2.5 Defective Services; Errors or Omissions; Failure to Perform. The Architect or the Architect Consultant (a) provides defective services, including any deficiencies due to errors or omissions, or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).

6.2.6 Willful violation. The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Contract Documents, or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.

6.2.7 Failure to Cooperate with DSA. Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU Process will constitute an automatic default.

6.2.8 Unapproved Assignment. The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

6.2.9 Disregard of District Authority or Direction. The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.

6.2.10 Violation of Applicable Law. The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.

6.2.11 Failure To Maintain Errors and Omissions Insurance. The Architect fails to maintain the insurance required pursuant to Section 11.2 herein.

6.3 DISTRICT REMEDIES

6.3.1 General Remedies. If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.

6.3.2 Withholding Payment. If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.

6.3.3 Stop Work. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.

6.3.4 Errors & Omissions; Additional Costs. In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultants, including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project, or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.

6.3.5 Self Help. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

6.3.6 Payment to Consultant. If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this

Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

6.4 TERMINATION BY ARCHITECT. The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

6.4.1 Failure to Pay Undisputed Amounts. The Architect my terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

6.4.2 Long Term Suspension of Project. If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

6.5.1 Payment for Services. In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7
DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

7.1.1 District's Representative: The District's Representative represents the District in all matters pertaining to the Services. The District's Representative shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the work without undue delay.

7.1.2 Statement of Building Program. The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

7.1.3 Surveys and Tests. The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.

7.1.3.1 Site Survey. The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Site.

7.1.3.2 Geologic Hazards Investigation Survey. The District shall have caused to be performed any geological hazards or investigation survey required by State authorities having jurisdiction and make copies available to the Architect for distribution as necessary.

7.1.3.3 Special testing and Inspection. The District shall furnish special testing and inspection services as required by law.

7.1.3.4 Checking and Permit Fees. The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.

7.1.3.5 Advertising. The District shall pay the cost of any advertisements for bids that may be required.

7.1.3.6 District Inspector. The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.

7.1.3.7 Hazardous Material Consultant. Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.

7.1.4 District Site Visits. At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

7.1.4.1 Pre-Final Walk-Through. District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit C** hereto.

7.1.4.2 Final Site Visit. At the discretion of the District, when notified by the Architect that the construction "punch list" items have been corrected, District staff may accompany the Architect and the Contractor on the final Site visits.

7.1.5 Notice of Defects. If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District's failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents; nor require District to make site visits.

7.1.6 Notice of Completion. When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District's Board of Trustees adopt a Notice of Completion.

7.2 LIMITATION ON LIABILITY OF DISTRICT

7.2.1 Other than as specifically provided elsewhere in this Agreement, the District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

7.2.2 The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

SECTION 8
PROJECT CONSTRUCTION COST ESTIMATES

8.1 CONSTRUCTION BUDGET. The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

8.2 ESTIMATED PROJECT CONSTRUCTION COST. The Estimated Project Construction Cost shall be prepared and updated by the Architect as required in **Exhibit C** during each Phase of the Services and shall be subject to District approval. The Estimated Project Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes aware that the Estimated Project Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

SECTION 9
PROJECT SCHEDULE

9.1 SCHEDULE

9.1.1 Time for Completion. Time is of the essence and failure of the Architect to perform services on time shall constitute a material breach of this Agreement. It shall not be a material

breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the project schedule are binding, unless extended in writing by the District Representative.

9.1.2 Delays. Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant (including their respective employees or those in a direct contractual relationship with either).

9.1.3 Notice of Delay. The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder, (ii) the performance of Services, or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

9.1.4 Force Majeure. Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

SECTION 10
DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant, as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

10.2 REUSE BY DISTRICT. All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as

they relate to an Assigned Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to an Assigned Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

10.2.1 The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultants for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

10.2.2 Notwithstanding Section 1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's consultants, if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant, and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

10.2.3 This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

10.3 COPYRIGHT. The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.

10.4 TECHNOLOGY USED. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided

Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.

10.5 DELIVERABLES UPON TERMINATION. Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultants, if any.

10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES. After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11
INDEMNIFICATION AND INSURANCE

11 INDEMNIFICATION.INDEMNITY AND LITIGATION COSTS. To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Architect agrees that it will indemnify, defend and hold the District, the District's Representative, and their respective Board members, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents.

11.1.2 The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.

11.1.3 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

11.2 INSURANCE. Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.2.1 Minimum Limits of Insurance. The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:

11.2.1.1 Commercial General Liability Insurance with a limit of not less than $2,000,000 each occurrence for bodily injury, personal injury and property damage/$4,000,000 annual aggregate.

11.2.1.2 Automobile Liability Insurance Minimum of $1,000,000 limit each accident.

11.2.1.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than $2,000,000 per claim and $2,000,000.00 in the annual aggregate.

11.2.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.1.5 Employer's Liability Insurance in an amount not less than $1,000,000 per accident for bodily injury or disease.

11.2.2 Minimum Scope of Insurance.

11.2.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.2.2.2 Automobile Insurance, if applicable, shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.2.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after Final Completion of the Project to which it applies.

11.2.3 Valuable Document Insurance: The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by Architect.

11.2.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.2.4.1 The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.

11.2.4.2 With respect to the Commercial General Liability policy and Professional Liability policy the insurers shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

11.2.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier "will endeavor" or that "failure to mail such notice shall impose no obligation and liability upon the company" shall not be acceptable.

11.2.4.4 The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11.2.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.2.5.1 Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best's Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

11.2.5.2 Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

11.2.5.3 The Architect or Architect Consultant, as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.2.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.2.5.5 At all times while this Agreement remains in effect, the Architect and the Architect Consultant shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

11.2.5.6 If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

11.2.5.7 Any deductibles or self-insured retentions in excess of $100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12
DISPUTE RESOLUTION

12 RESOLUTION OF CLAIMS. Claims shall be resolved by the parties in accordance with the provisions of this Section 12. All Claims shall be subject to the **"Claims Resolution Process"** set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims. For purpose of this Section 12, a **"Claim"** shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the Construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

12.1 RESOLUTION OF OTHER DISPUTES. Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

12.2 SUBMISSION OF A CLAIM

12.2.1 By the Architect. The Architect's right to commence the Claims Resolution Process shall arise upon the District's written response denying all or part of a Claim. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect's Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect's statement of dispute shall be signed by a Principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the "Statement of Dispute"). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect's time for performance. Adequate supporting data for a Statement of Dispute involving the Architect's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

12.2.2 By the District. The District's right to commence the Claims Resolution Process shall arise at any time following the District's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the

events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

12.3 CLAIMS RESOLUTION PROCESS. The parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Resolution Process.

12.3.1 Direct Negotiations. Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Scope of Services hereunder or, (ii) the termination of the services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Scope of Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Scope of Services and the District shall continue to make payments for those services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.3.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.3.1, the parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

12.3.3.1 Qualifications of Mediator. The parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.3.3.2 Submission to Mediation and Selection of Mediator. The party initiating mediation of a Claim shall provide written notice to the other party of its decision to mediate. In the event the parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

12.3.3.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally

among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

12.4 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

SECTION 13
NOTICES

13 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; and (iii) on the date it is accepted or rejected if sent by certified mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:

Oxnard School District
Attn: Karling Aguilera-Fort - Superintendent
1051 South A Street
Oxnard, CA 93030

TO ARCHITECT:

IBI Group
Attn: Craig Atkinson - Principal Architect
315 West 9th Street, Suite 600
Los Angeles, CA 90015

SECTION 14
REPRESENTATIONS OF THE ARCHITECT

14.1 REPRESENTATIONS OF THE ARCHITECT. By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

14.1.1 The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

14.1.2 The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project or projects until the Architect's duties in connection therewith have been fully satisfied.

14.1.3 The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

14.1.4 The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.

14.1.5 The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any consultants retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or sub-consultants now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

14.1.6 The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

14.2 COMPLIANCE WITH LAWS. The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, non-discriminations laws (including federal and state laws), and any and other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall at all times require the Architect Consultants to fully comply with such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

14.2.1 Cost Disclosure - Documents and Written Reports. The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars ($5,000).

14.2.2 Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

14.2.3 Fingerprinting & Other Operational Requirements of the District. Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit E** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultants comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

14.2.4 Name and Trademarks. The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

14.2.5 Conflict of Interest. No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

14.2.6 Safety. The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

14.2.7 Labor Certification. By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

14.3 SUPPLEMENTAL CONDITIONS. Any supplemental conditions agreed to by the parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15
MISCELLANEOUS PROVISIONS

14.4 SUCCESSORS AND ASSIGNS. In as much as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.

14.5 SEVERABILITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

14.6 ENTIRE AGREEMENT. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.

14.7 GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.

14.8 NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the standard of care of the Architect for its services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.

14.9 INDEPENDENT CONTRACTOR. The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.

14.10 NO ASBESTOS CERTIFICATION. No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.

14.11 NON-DISCRIMINATION. No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

14.12 NO THIRD PARTY BENEFICIARY. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

14.13 ASSISTANCE OF COUNSEL. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

14.14 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

14.15 HEADINGS. The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the contract documents or in any way to affect the terms and provisions set forth herein.

14.16 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

Architect

By: _____
Craig Atkinson

Title: _____
Principal Architect

Date: _____

District

By: _____
Karling Aguilera-Fort

Title: _____
Superintendent

Date: 1-10-2020

Architect

By: _____
David Chow

Title: _____
Western Regional Director

Date: _____

EXHIBIT "A"

PROJECT

REQUEST FOR PROPOSALS
ARCHITECTURAL SERVICES

Request for Proposal Dated August 30, 2019
Addendum #1 Dated September 10, 2019

MODERNIZATION OF
MCAULIFFE AND RITCHEN ELEMENTARY SCHOOLS

Attachment A: Vision & Specifications

Attachment B: Cost Comparison Sheet

Responses due Friday, September 13, 2019, 1:OO pm

Prepared at the Direction of the Oxnard School District by:

CFW
Planning and Financing Better Schools for California Students

REQUEST FOR PROPOSAL FOR ARCHITECTURAL SERVICES

I. PROJECT DESCRIPTION: MODERNIZATION OF MCAULIFFE AND RITCHEN ELEMENTARY SCHOOLS

PROJECT ORIENTATION

Christa McAuliffe Elementary School (McAuliffe) is located at 3300 Via Marina Avenue and serves kindergarten through fifth grade. The school occupies approximately 12.9 acres and is bounded by Via Marina Avenue to the north, Offshore Street to the west, Via Marina Park to the south and single-family residential homes along Kelp Street that back into the school site on the east. Carl Dwire Junior Special School, a County facility, is located adjacent to the kindergarten and portable classrooms and takes up the northeast potion of the block. The school was originally built in 1989 and has a total of 30 permanent classrooms, 10 portable classrooms, and 1 portable restroom facility. Two of the existing 30 permanent classrooms were recently constructed in 2018 as new kindergarten/flex classroom facilities and are not shown on the existing conditions image above. As of the 2018-19 school year, McAuliffe has a total enrollment of 698 students.

Christa McAuliffe Elementary School (McAuliffe) Existing Conditions



A copy of the school site map may be obtained at the following link: McAuliffe School Site Map. In addition, the original design plans may be obtained at the following link: McAuliffe Elementary School Plans.

Ritchen Elementary School is located at 2200 Cabrillo Way. The school occupies approximately 10.9 acres, and is bounded by Cabrillo Way to the north, Gallatin Place to the west, Oneida Place to the south and single-family residential homes that abut the school along Astoria Place to the east. The school was originally built in 1992 and has a total of 30 permanent classrooms and 4 portable classrooms and houses approximately 612 students as of the 2018-19 school year. Two of the existing 30 permanent classrooms were recently constructed in 2018 as new kindergarten/flex classroom facilities and are not shown on the existing conditions image above.

Ritchen Elementary School Existing Conditions



A copy of the school site map may be obtained at the following link: Ritchen School Site Map. In addition, the original design plans may be obtained at the following link: Ritchen Elementary School Plans.

PROJECT REQUIREMENTS

The work must be coordinated with other improvements that may be undertaken at the time a notice to proceed is issued. Collectively, the below mentioned should be considered a summary of the proposed project ("Project"). The Project is to be awarded to a single architectural firm for the design, DSA submittal, and construction administration of a single integrated set of plans. The selected architectural firm will also be required to oversee the design, as a part of their agreement with the District, of any modular building manufacturer/vendor company who places structures, temporarily or permanently, on one of the school sites to ensure that the complete project reflects approved program goals; this effort will occur throughout concept and design development, design approval, procurement and construction administration phases of this project. This scope to be further defined at a later date.

Requested Services: Required professional architectural services shall include: evaluation, reporting, and assessment of existing conditions as associated with the Project planning, design, approval, bidding services, and construction administration of the modernization and upgrade of the required facilities and placement of modular rental classrooms, and site improvements, including landscaping, hardscape, and playground facilities. The appearance of the completed Project should be integrated in theme and appearance with existing facilities at the site as determined by the District and subject to meeting the cost, schedule, and aesthetic appearance criteria set forth within the attached Vision and Specifications document **(Attachment A).**

In support of the District's adopted K-5 vision and specifications and McAuliffe and Ritchen's educational focus, 21st Century improvements are proposed for existing permanent classrooms, libraries, MPRs, and support spaces. McAuliffe Elementary hosts an academic strand focus of STEAM (Science, Technology, Engineering, Arts and Math) for K-5 students in its existing facilities. Ritchen Elementary hosts an academic strand focus of Science and Technology for K-5 students in its existing facilities.

Water intrusion into the building is a problem at both McAuliffe and Ritchen. Design team to investigate, design a solution and provide a cost estimate for this work that is separate from the modernization costs.

Code required upgrades triggered by the modernization work, such as fire alarm system replacement or upgrade and ADA upgrades are to be investigated, designed and priced by the Architect / Engineer. Estimates for this work will be separate from the modernization costs.

HVAC work to consist of thermostat replacement with Venstar, centrally monitored thermostats throughout. All ducting, piping, pumps and boilers to be inspected and replaced as required. (Air handlers and VFDs replaced in 2013.) Unused funds to be applied to replacement of toilets, valves and faucets on an as-needed basis.

In implementing the State's Common Core State Standards (CCSS), students are required to collaborate, communicate, create and solve problems using the basic skills they have learned. Students must also engage in higher order thinking skills and more rigorous instruction. The District operates its educational instruction in general purpose classrooms. Under State standards, these classrooms must be 960 square feet or more and provide the space in which students study and learn the CCSS in the core subject areas: English and Language Arts (ELA), math, social studies and science. The District also offers art and other similar instruction in these same classrooms. In addition to the core curriculum, students participate in an academic curriculum that heavily focuses on the integration of science, technology, engineering, art and math into all of the academic content. The renovation of classroom interiors is to be built to support the following 21st Century standards:

- Full-height markerboards will be installed to cover most of the walls of each classroom. Where necessary, sliding markerboards will be utilized to provide window coverings. The markerboards can be written on from floor to ceiling and should slide over windows to provide a window covering when needed. Depending on available area within the existing classrooms, they will also slide to the side to reveal storage closets with the mobile storage units or slide over exiting cabinetry in the room when the cabinetry consumes most of a wall. At least nine linear feet of wall space shall be mineral fiber core tackable surfaces that will also help to minimize noise in the classroom. The tackable surfaces will cover the walls in areas that are least likely for students or teachers to use for writing and maximizes presentation space while accommodating movable storage space.
- Modern and flexible furnishings for each classroom will be provided in the form of modular tables and ergonomic chairs that can be easily reconfigured in the classroom as space allows. New teaching stations will be provided in each room, as will a multimedia presentation shuttle that the teacher can maneuver easily around the room. Mobile storage solutions will be provided based on the existing design of the classroom. Furnishings will be indoor-air friendly and easy to maintain.
- In the classroom dedicated as a Science and Technology Academy lab or STEAM Academy Lab, the furnishings will include mobile tables that seat four students, mobile student chairs for up to 36 students and five mobile storage carts to house science materials and equipment. The classroom should have a water source and an area for the storage of science materials and equipment required for science experiments. The floor will be a hard surface that is easily cleaned.
- In the Piano Lab, additional electrical capacity will be provided through a control box. The piano keyboards are to be placed in rows with a center isle so that the teacher can walk down the aisle and look down the row at the keyboards to monitor student practice techniques and engagement. A space between each of the rows will allow for the teacher to move easily behind each of the students to provide individual feedback as necessary. A total of 16 student keyboards are required in the room. One instructor keyboard will be provided along with a digital board for listening placed at the front of the room. Each of the keyboards will be hooked up to the electrical outlet provided along each of the two walls. The keyboards

and the instructor's keyboard and monitor device will be networked together. The room will also include the 21st Century amenities & technology components such as full height fixed & sliding white boards, 1:1 interactive functionality, monitors placed on the three sides of the classroom. All walls of the classroom become available as the teaching locations. There are mobile storage units to hold instructional materials and supplies.

- Three broadband-connected high-definition video displays will be added in each classroom, attached to hydraulic wall mounts that allow easy adjustment of the displays' viewing angle and height. These displays will allow students to view content from any point in the room. Through the use of media interface devices, students and teachers will be able to project content from a computer or mobile device to the mounted displays.
- Damaged surface areas will be repaired or replaced where required, and new coats of paint will be applied to doors and other surfaces to give each classroom a clean look.

For the library/media center improvements, key elements required include:

- ~~Sixteen media tables and stools of various heights will be located along one wall that have electrical outlets for students to plug in their hand-held devices or computer stations that have software specific for students to create projects related to the school's educational program.~~
- A 90-inch monitor will be placed the main area of the Media Center to be used by students and staff to project presentations, student projects, or information.
- A variety of flexible and comfortable seating for reading and study will be provided for 15 students throughout the main Media Center space. Mobile desks or tables will be provided for 36 students that may be easily reconfigured.
- Permanent book shelving will be provided along the walls of the main area of the Media Center. Additional moveable bookshelves will be provided at different configurations. A space for locked technology storage to hold student handheld devices will be provided. Table space, four chairs, and four mobile storage units will be provided in a textbook storage/workroom.
- Depending on the space available, there will be three breakout rooms in which up to 4 students can work. A table and four chairs will be provided. These rooms will have windows or glass walls and doors so that appropriate supervision can be provided from the main area of the Media Center.
- Also depending on available area, one Maker's Space will be provided that is a minimum of 480 square feet and accessed from the Media Center for up to 8 students for research and design. Flooring will include hard surfaces such as concrete or vinyl. This room will have tables, 8 chairs, and 2 mobile storage units to hold materials for creating projects and for space to store projects students are creating. This room will also have glass walls or large windows so that it can be easily supervised from the main area of the Media Center.

Key elements related to the improvements to the existing MPR facilities include:

- Cafeteria type tables and seating will be provided that easily and quickly fold up and can be stored in designated storage rooms or spaces and maximize the seating within the available space for multiple uses. The tables and seating must be provided that support their use and reconfiguration for smaller parent and staff meetings as well as for school sponsored assemblies.
- ~~A 90-inch monitor will be mounted on the wall away from physical activity areas with wireless connectivity throughout the room.~~

- A dedicated space for an 18' x 24' portable stage, that can be easily stored and quickly assembled to provide a performance space for students, band and choir. A remote-controlled retractable screen and mounted projector will be added, preferably located in the area that best supports the portable stage. This space will also be available for group meetings, with the monitor serving as a screen for the presenter to project images or presentations.
- ~~New kitchen equipment will be provided to replace older equipment, where required. Properly functioning kitchen equipment will remain.~~ Walk-in refrigerators / freezers at both schools to be evaluated for functionality and repaired / replaced as required. The grease interceptor to be replaced at McAuliffe only.
- New ceiling tiles, flooring, and HVAC grills will be replaced where required.
- Electrical upgrades for improved Audio-Visual systems will be provided, where required.
- Structural evaluation at Ritchen – 1 window wall.
- Where community uses are already in place, they shall be maintained to the extent possible as long as they do not interfere with the educational and operational use of the school.

McAuliffe Elementary School

The renovation of classroom interiors is proposed to support 21st Century learning methods and environments for the 28 permanent learning spaces, including four classrooms for kindergarten instruction, one as a learning space to support a STEAM Academy Lab and one space to support a Piano Lab. Within the existing permanent classrooms, one (1) Special Day Classroom (SDC) will be modernized to support the teaching of special education classes for severely handicapped students ("Severe") in core subjects, such as English, language arts, math, science, and social studies. A modernized 21st Century library/media center is proposed to support virtual learning, student engagement and collaboration. A renovated MPR is proposed, which will primarily include new projector and screen, replacement of the stage with a smaller, demountable stage, replacement of a limited amount of ceiling tile, kitchen upgrades as listed and supplemental or new cafeteria tables, as directed by the district. All facilities are to be modernized according to the 21st century standards above and according to the District's vision and specifications **(Attachment A).**

The District's adopted K-5 Educational Specifications for K-5 schools serving 700 students includes a total of 23 standard classrooms, 4 kindergarten classrooms, and 1 special education/RSP classroom. In total, 28 classroom spaces are provided for new or reconstructed K-5 schools per the Educational Specifications.

Upon completion of the two flex classrooms under construction, there will be 30 permanent classrooms at McAuliffe, exceeding the District-approved Educational Specifications for a K-5 school. The District is currently clustering students at McAuliffe who need special education facilities resulting in the need to allocate 3 classrooms to the SDC program. If this is to remain, permanent classrooms are recommended to be allocated as such:

- 5 TK/Kinder classrooms
- 20 classrooms grades 1-5 (4 classrooms per grade)
- 3 SDC classrooms
- 1 classroom to be used for the STEAM Academy Lab
- 1 Piano Lab

A combination of TK, SDC or Kindergarten classes will move into the new flex classrooms currently under construction, resulting in their old classroom space in the original permanent classroom building being available. Additionally, the new 1:1 mobile device program and library/media center will incorporate the school's needs for a computer lab, thus freeing up an additional classroom (Room 12) previously providing this role. As Room 32 is also currently empty, McAuliffe will have 4 open classrooms in the permanent building, allowing the 4 current fourth grade classes located in portable

classrooms to be moved into the permanent building. This reorganization will result in all classes being taught in permanent classrooms.

As part of the District's Master Construct and Implementation Program, future improvements at McAuliffe include providing approximately 730 square feet of administrative programming space in the permanent building to properly house both the Speech and RSP programs. Per the adopted Educational Specifications, the counselor and psychologist rooms require at least 150 square feet each. As the counselor office is currently in a space that could serve a support program with the need for greater square footage, finding a new home for the counselor office will eliminate the need to construct new administration space. There are two locations where there are two adjacent supply rooms: between Rooms 21 and 23 and between Rooms 34 and 36. By converting either set of these supply rooms into 1 larger office space, may create sufficient space to house the counselor room, allowing the current counselor space to house RSP and Speech, thereby eliminating the use of 2 additional portables for support space. This will be further studied once the design process is underway.

Ritchen Elementary School

The renovation of classroom interiors is proposed to support 21st Century learning methods and environments for the 28 permanent learning spaces including a learning space to support the Science and Technology Academic lab and one space to support a Piano Lab. A modernized 21st Century library/media center is proposed to support virtual learning, student engagement and collaboration. A renovated MPR is proposed, which will primarily include new projector and screen, replacement of the stage with a smaller, demountable stage, replacement of a limited amount of ceiling tile, kitchen upgrades as listed, structural repair as necessary and supplemental or new cafeteria tables, as directed by the district. All facilities are to be modernized according to the 21st century standards above and according to the District's vision and specifications **(Attachment A).**

The District's adopted K-5 Educational Specifications for schools serving 700 students includes a total of 23 standard classrooms, 4 kindergarten/transitional kindergarten classrooms, and 1 special education/RSP classroom. In total, 28 classroom spaces are provided for new or reconstructed K-5 schools per the Educational Specifications.

Upon completion of the two flex classrooms, there will be 30 permanent classrooms at the site, exceeding the District-approved 700 student Educational Specifications for a K-5 school. A combination of TK, Kindergarten or SDC classrooms will move into these new classrooms, resulting in their prior classroom space being available to be repurposed for a Science and Technology lab to better support the science and technology curriculum with space for projects, science experiments and/or building projects. This space may be used as a science lab for students throughout the school to rotate into throughout the school day. Additionally, the library/media center and the introduction of 1:1 mobile devices for all students allows the repurposing of the existing computer lab into a piano lab pursuant to the District's vision and Educational Specifications for K-5 schools.

As part of the Master Construct and Implementation Program, future improvements at Ritchen include providing approximately 480 square feet of administrative programming space in the permanent building to properly house the RSP program. By reorganizing the classes in various rooms, the RSP and Intervention programs can utilize a classroom (Room 17) without the need of constructing new administrative space.

For example, the reorganization could follow this schedule:

- TK/Kinder classrooms: Rooms 2, 5, 6, 2 new Flex classrooms
- 1st Grade: Rooms 1, 3, 4, 8
- 2nd Grade: Rooms 9-12
- 3rd Grade: Rooms 18, 19, 22, 23
- 4th Grade: Rooms 24-27

- 5th Grade: Rooms 28-31
- SDC: Room 7
- Science/Tech Focus Classroom: Room 20
- Piano Lab: Room 21
- RSP/Intervention: Room 17
- Additional general purpose classroom: Room 13

INTERIM STUDENT HOUSING PLAN

Construction activities for the proposed modernization improvements at these schools would require a coordinated sequencing program to accommodate the student population given the need to improve occupied school sites. Construction activities of the proposed scope are estimated to take between 4 – 6 months of construction. The need to house students in interim facilities will nonetheless be required. The District will provide interim housing offsite and coordinate with the site administration and the design/construction team to provide a safe and secure construction area.

II. MASTER BUDGET, TIMELINE, & PROJECT SCHEDULE

The preceding narrative description of the Project is articulated below as to budget, timeline, and schedule. All components, including the education specifications described in **Attachment A**, may be modified pursuant to direction from CFW or the District as required.

SUMMARY BUDGET:

The construction budget (projected guaranteed maximum price construction contract, if subject to lease-leaseback agreement), for the project(s) is inclusive of general conditions and requirements, contractor fees and overhead. The soft costs include design fees, furniture and equipment, consulting services, testing and inspection services, agency approval fees, etc. The total "all in" (construction and soft costs combined) budget is estimated in current dollars (including contingencies, and both hard and soft costs), including demolition and site work.

McAuliffe Elementary School

The construction budget = $3,471,821, the total "all in" budget = $4,959,744

Estimated Cost	#CRs	Amount
McAuliffe Elementary		
21st Century upgrades to existing permanent classrooms	28	$ 3,878,448
21st Century upgrades to library/media center		$ 372,368
Improvements to the MPR area		$ 436,372
Upgrades to the HVAC system		$ 267,556
Convert supply rooms into office space		$ 5,000
Total	**28**	**$ 4,959,744**

Ritchen Elementary School

The construction budget = $3,434,095, the total "all in" budget = $4,905,850

Estimated Cost	#CRs	Amount
Ritchen Elementary		
21st Century upgrades to existing permanent classrooms	28	$ 3,822,781
21st Century upgrades to library/media center		$ 372,368
Improvements to the MPR area		$ 443,145
Upgrades to the HVAC system		$ 267,556
Total	**28**	**$ 4,905,850**

METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

III. SELECTION SCHEDULE AND METHOD OF SELECTION

SUMMARY TIMELINE & SCHEDULE:

Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible. While the District anticipates commencing construction in 2021 and 2022, it is the District's intent to complete the design plans as early as possible to qualify for State Aid:

- **Anticipated Board meeting to approve Architect contract (subject to change):** October 9, 2019
- **DSA Submittal:** April 2020
- **DSA Approval:** October 2020
- **Bidding/Start Construction:** July 2021 (McAuliffe Elementary); July 2022 (Ritchen Elementary)
- **End Construction:** January 2022 (McAuliffe Elementary); January 2023 (Ritchen Elementary)

ASSIGNMENT PROCESS:

Firms may elect, or decline, to participate in the assignment process for these projects. Any decision will not affect future opportunities. Firms should carefully review the detailed information and submittal requirements contained within this package. Teams that wish to visit the project sites to make further observations will be notified of the opportunity for a site visit. CFW will organize a single tour of the sites for all interested teams. Please do not visit the sites without coordinating with CFW.

Once the proposal deadline has passed, the District, via CFW, will begin arranging interviews with firms that have submitted a complete and germane response that can be built to budget. The design firms should include staff assigned to the project in the interview process. The interview results will be considered along with the proposed design, estimated fee amounts, estimated cost of construction, quality of staff, level of understanding of the project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product.

DESIGN CONSIDERATIONS & PROJECT VISION

The design team should be familiar with the District's mission, goals, and education program. Proposed designs should draw attention to this unique, once in a generation opportunity to transform McAuliffe and Ritchen Elementary Schools. Successful designs will convincingly convey how proposed improvements will promote academic achievement, flexible use, resource efficiency, and integration of the educational program. Successful designs will clearly demonstrate how 'form follows function' in such a way as to promote student success and effective 21st Century learning environments for students.

Proposals should include the following:

- Description of community-oriented design approaches
- Design features and themes that reflect the 21st Century learning environments

- Supporting information as to why particular design approaches or elements are proposed and what their effect on the community and the student learning experience will be

It is important for each responding firm to be mindful of the culture and character of the McAuliffe and Ritchen communities and incorporate this in the proposed design. **Attachment A** of this package, attached separately, describes the vision, including detailed room specifications, required for the projects. **Firms are expected to fully understand and apply this vision** as they prepare proposals in response to each of the required submittal requirements posed at the end of this package.

SELECTION SCHEDULE

The following is a projection of tentative milestone dates for selection:

- Project selection package sent to prequalified firms: **August 30, 2019**
- Participating teams notify CFW of their intent to provide a proposal: **September 3, 2019**
- Project Briefing and Site Visit of McAuliffe and Ritchen Elementary Schools **September 5, 2019, 1pm**
- Responses due: **September 13, 2019, by 1pm**
- Review of submittals and interviews completed: **Week of September 16, 2019**
- Recommended selection announced: **Week of September 16, 2019**
- Board action on recommended firm and execution of contract: **October 9, 2019 or thereafter**

The District reserves the right to modify the above schedule at its sole discretion.

SUBMITTAL FORMAT & REQUIREMENTS

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a cover letter briefly discussing the proposed projects, and the firm's unique qualifications to pursue the projects. Proposals must include a cost estimate for the identified improvements, using the provided cost comparison sheet (**Attachment B**), comparing the estimates to the District's project budget and specifications. In addition, the proposal should include, but not be limited to, the following:

1. Briefly summarize similar projects completed by your firm within the last five years that closely match the proposed project program as referenced in the Project Description. Include examples of elementary school renovation projects and relevant experience.
2. Discuss the challenges of a phased school renovation, with construction creating a minimal impact on the existing operational school facilities.
3. Provide design concepts that meet the Project requirements. Provide floorplans, elevations, and other relevant illustrations for the 21st Century classrooms and library improvements. Additionally, provide information pertinent to your firm's approach to 21st Century classroom design, including how existing facilities can be repurposed to provide a similar educational experience to newly constructed classrooms.
4. Discuss ways in which your proposed design strategies can help to meet or accelerate the proposed timelines of the proposed project.
5. Discuss the firm's experience with the District's preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm's experience.
6. Discuss the role of the assigned personnel, the benefits they bring to the Project, and their assigned level of participation. Please be specific, including their relevant experience in renovation and 21st Century facilities design.
7. Provide a brief summary of community-oriented design approach, and proposed strategies to reflect the unique character and culture of the surrounding community in the creative design process. Photos and commentary from design team neighborhood visits are encouraged.

8. Using the attached **Attachment B** cost comparison excel sheet, provide a line item cost estimate for the firm's proposed design concepts. Total costs should be provided as "all- in" project costs that integrate hard and soft costs. The estimate should include:
    a) Your understanding of project details by component, unit, and unit cost in a table format;
    b) Adequate notation specifying significant assumptions of the cost estimate;
    c) A separate line item identifying the cost for FF&E;
    d) Values in current dollars only—do not escalate your estimates; and
    e) Written narrative, only if the firm believes it is necessary to communicate information in the tables, however, the priority shall be in delivering the data in tabular format exportable to Microsoft Excel by using the provided **Attachment B** cost comparison sheet

Limit response to no more than ten (10) double-sided 8 ½ x 11 pages, and twelve (12) 11 x 17 drawings to illustrate the conceptual proposals for the Project. Submit in PDF format via email Jordan Miles (jmiles@cfwinc.com) by no later than 1:00 pm PDT, Friday , September 13, 2019. Questions may be addressed to Jordan Miles at jmiles@cfwinc.com or (323) 202-2550.

Multiple hard copies of the proposals will be requested and required at the time of interview.

ATTACHMENT A: VISION & SPECIFICATIONS

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OXNARD K-5 EDUCATIONAL SPECIFICATIONS 1

MODERNIZATION OF MCAULIFFE AND RITCHEN ELEMENTARY SCHOOLS:

SUMMARY

The Oxnard School District has adopted a Master Construct and Implementation Program to transform the functionality of school facilities and improve academic achievement. As established by the District's plan, the modernization of McAuliffe and Ritchen schools represent a critical step in providing 21st century schools throughout the District.

The following document provides the District's vision for kindergarten classrooms, standard classrooms, SDC severe classrooms, piano labs, library/media centers, MPRs, and support space improvements. The vision and specifications for each type of room have been developed with the input of District staff as well as teachers, former school administrators and professional facilities consultants. The criteria specified are provided to supplement approved educational specifications and provide a framework for room design appropriate for 21st Century classroom instruction.

As such, a thorough understanding of the functions performed in these rooms is critical so that the form can adequately follow. Much of the functionality in the new classrooms will be achieved through the use of innovative furniture, fixtures, and equipment. As the essence of the project, these elements will enable instructors to transform their teaching pedagogy.

When in doubt, the design team is encouraged to consult with CFW, the District's Program Manager and author of this document. Please realize that this document or content is proprietary to CFW and protected under the laws of California and the United States, may not be reproduced or benefit beyond the intended use herein and is extended to the District for this sole purpose under its contractual obligation and cannot otherwise be used without the explicit written approval of Caldwell Flores Winters, Inc.

KINDERGARTEN CLASSROOMS: Vision & Specifications

OVERVIEW

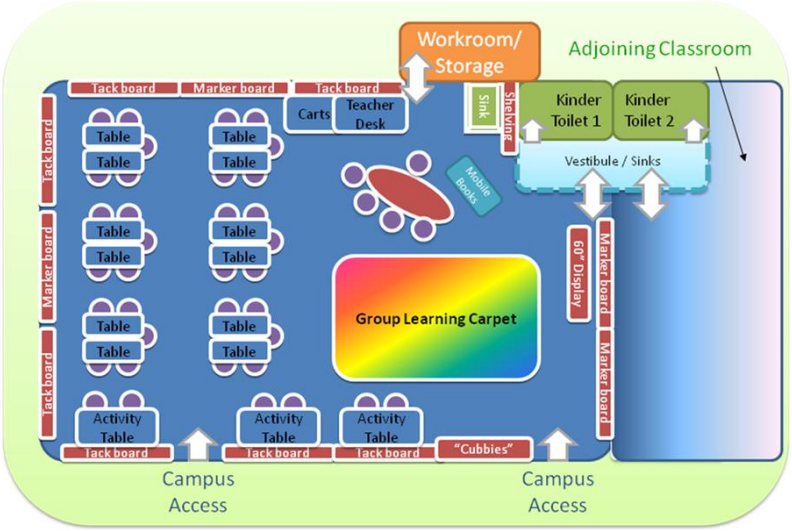
Pursuant to the Board-approved Educational Specifications in the Master Construct and Implementation Plan, kindergarten classrooms will each be 1,100 square feet, not including 150 square feet of work/storage space, and 100 square feet of restrooms, for a total area of 1,350 square feet each. The best design solutions include kindergarten classrooms being designed to share work/storage area and restroom area, wherever possible.

VISION FOR KINDERGARTEN CLASSROOMS

It is the beginning of the school day. When you enter the kindergarten classroom, you see the entire class of small children sitting on a carpet with the teacher leading a discussion. The teacher interacts with the children on topics including the day's events and what they will be learning, the date and weather, behavior expectations or redirection, review from yesterday learning or reading a short story. The teacher asks the class a number of questions and children share their answers with the whole group or with their "share partner". The children are encouraged to ask questions of the teacher and of their peers.

Following the whole class meeting, the children disperse to various "stations" in the classroom. From this point on, the classroom becomes very noisy with children talking, sharing and some working independently. The classroom is designed to foster creativity, investigation and inquiry. Typically, there are four different stations with the teacher working with a small group of children

at a fifth station. These stations are at round or square tables with chairs, four or five children to a station. At these stations, the children are working with other children or independently on tasks. One station has a reading focus, another station a writing focus, a third station designing and building focus, and a fourth station a science or social studies focus. At two or three of these stations, the children have a 1:1 device.



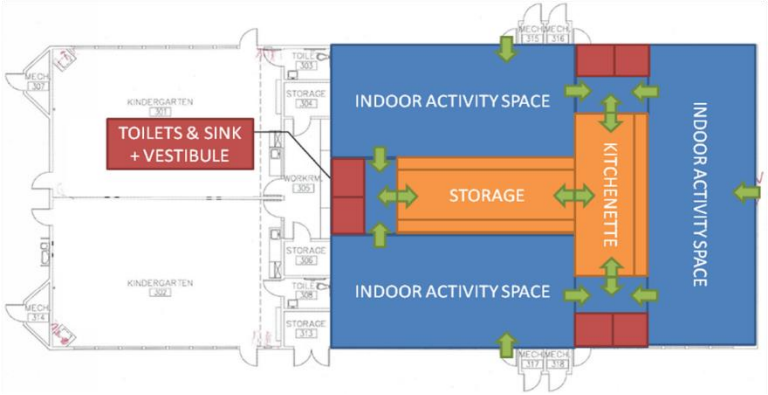
This particular day, the children are using their 1:1 device to take pictures of a drawing they and their peers did earlier in the week, then sequencing their pictures to tell a story, and finally writing the story using one of the apps on the handheld device. At another station, the handheld devices are used with headphones as the children participate in a phonemic awareness lesson. At the science station, the students are observing and interacting with the insect collections they have gathered in their plastic collecting jars as well as with pictures of the insects' habitats. At the design and building station, the students work together to create "things". They are creating and building their designs in a fairly large area on the floor. Today the students are using containers and material they collectively brought from home, i.e., dry cereal boxes and cylinders (oatmeal), tubes from paper towels, all of various sizes and shapes, and masking tape. The students are using tape and marking pens to make their creations. Later, they record their creations by taking a picture with their handheld device and use it to write a story on their handheld device at the writing station. At the reading station, the students are reading from little books that are at their appropriate reading level. At the station with the teacher, the students are working on specific reading skills they need to learn.

After the end of the reading and writing time, the teacher creates a whole new set of stations for math. It is the same set up as for reading, only using math concepts and manipulates at each of the stations. These new math instructional materials are brought into the room from the workroom and the reading materials are removed as necessary to make room for the new instructional materials. The students use their handheld devices at some of the stations and math manipulates at other stations.

After reading and math, the teacher works with the students on science or social studies content. This begins with the children in a whole group on the carpet on the floor with the teacher teaching a specific concept to the students. The students then break into groups to work on material related to the specific curriculum content. The teacher uses such devices as document cameras, dissecting scopes, and displays related to the scientific concepts the students are learning.

There are three tables around the perimeter of the classroom. These are the same tables that were used for the reading and math stations. On these tables are scientific units of study. The items at the stations are labeled with the scientific words. Because the students are learning about insects, a picture of an insect with the various body parts labeled is on the wall above the table. There are various specimens of insects for the students to view. There are "bug collecting (plastic) jars" for the students to catch bugs and bring them into the classroom for observation. At another table there are various insect habitats to view, some are pictures and some real specimens, such as an ant colony that is able to be viewed through a clear plastic frame. These stations are designed for students to observe and to be "curious" about what they are seeing, to investigate and to learn more. On the wall are various students drawings related to the scientific units of study. The

students will use the handheld devices to further investigate and answer their own questions or questions their classmates may have.



The walls are full of "rich print" material. There are multiple places for students to work to be displayed. There are multiple white boards on which the teacher can explain concepts or project images from the document camera or using a handheld device. Student work can be displayed on these white boards using magnets.

In the classroom, there are two bookshelves to store science and math manipulates and art supplies needed for the learning centers. There are also "cubbies" for the students to store their backpacks and other treasurers. There is a movable multiuse cart that can charge 1:1 devices. Books shelves that hold the little books for students to read are located near the reading center. A book holder for the big books the teacher reads to the whole class is located near the rug area that the children sit on during whole class groups. These books are also available to the students to read and look at when they have finished their work at their centers. There are painting easels that are taken outside during painting time. There is a sink that is needed for science and art projects and for washing hands prior to lunch.

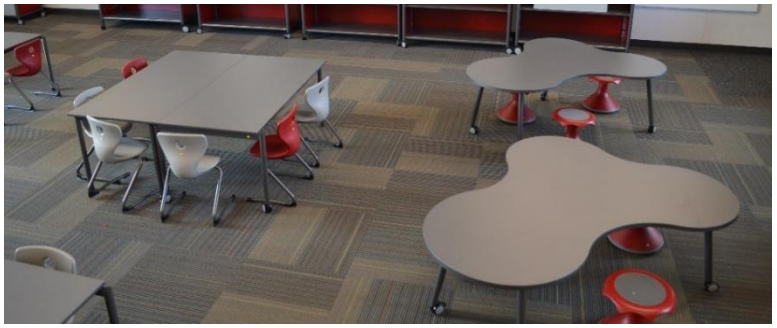
The teacher has a desk off to the side and at the back of the classroom. There is a 4-drawer filing cabinet and a laptop computer. The bathroom is accessible from the classroom so that the young children do not need to leave the classroom to use the restroom. The bathroom is divided into two parts: a toilet room and sink area, as described in the technical section of this document. If permitted by code, the sink is fully located within the classroom area and doubles as both a hand washing sink for the toilet rooms and a general purpose sink for classroom activities.

In one corner of the room is a built-in alcove that can be used to store mobile carts. This space needs to be designed at a depth of approximately 30 inches and be as long as 15 feet but no less than 9 feet. Two shelves will run the length of the alcove, with the lowest shelf starting at least five and half feet above the floor. Sliding markerboards will be installed that can slide to cover the entire length of the alcove.

SPECIFICATIONS OF REQUIRED ELEMENTS

The new kindergarten classrooms must, upon completion, be furnished and equipped to realize the above vision. Classrooms must also conform to the educational specifications approved by the Board of Trustees.

FURNITURE & FIXTURES REQUIRED:



Examples of kindergarten-appropriate tables arranged for group activities. When pulled apart, these tables can seat up to six students each.

Tables and chairs: Tables will be 2 feet by 4 feet and arranged into a configuration of five "pods," each providing five seats. Flexible and moveable desks that easily form into table groupings are another alternative for student tables. Seating is easily moveable and provided at a size appropriate for

kindergarten-aged students. Tables and seating must accommodate 24 students per educational specifications.

One kidney or puzzle-piece shaped table is provided, with additional student chairs. Also provided are three or four additional activity tables that use the same 2 feet by 4 feet dimension of student tables. An instructor desk and chair, file cabinet/storage on casters, and moveable book cart on casters are also required furnishings.



Examples of agile tables and seating for small children that enhance collaboration and group work.

Tackboards: At the kindergarten level, there is a significant need for continuous wall spaces throughout the room that the instructor can use to pin student work, learning concepts, and other materials. Floor-to-ceiling tackboards should be used where possible to provide maximum utility to available wall space. A typical wall panel may be 8 feet in height by 4 feet in width and be interspersed with similarly sized markerboard or whiteboard panels that provide a writable surface. Kindergarten classrooms will need to have approximately 55 percent of the total lineal wall area covered with strategically placed tackboards.

Markerboards: Multiple writable surfaces are required on wall surfaces throughout the room, preferably at floor-ceiling height to allow students and teachers to use available wall surfaces for drawing, writing practice, or group activities. Maximum flexibility will be achieved if surfaces are available on each of the four walls of the room. Design solutions that provide the ability to slide boards upwards or to the side in order to reveal tack-board surfaces beneath are highly encouraged. Marker boards should also be magnetic, to allow instructors to attach student exemplars where needed for instruction. The remaining wall space not covered with tackable material will need to be covered with marker boards throughout the classroom. This includes the sliding markerboards used to cover exterior windows.

Storage units: Traditional classroom casework often monopolizes wall space and can fill the room with storage functions that are better supplied in an adjacent storage/workroom. A limited supply of casework is required within the classroom for storage of frequently used manipulates and supplies, with remaining casework and shelving required in the attached 200-square foot workroom for storage of occasional-use materials. Innovative storage solutions that utilize bins, pullout containers, or rolling carts for frequently utilized items may be considered a superior solution to traditional casework drawers and cabinets. Cabinetry underneath and around the classroom sink is appropriate. Typical “cubbies” should be provided for student storage of backpacks, lunch bags, and other materials.



Examples of mobile storage carts and cabinets for illustration purposes only; actual products selected for the project may vary.

Window coverings: Walls with windowed surfaces may be covered by marker boards that slide on a track to provide the option of obscuring the windows when additional writing surface is needed or darkening the room when natural light needs to be reduced.

Sinks: Water supply will be required on occasion as a component of art and science activities or cleanup. One sink is required in the classroom area and should be accessible to the height of kindergarten students.

Lighting fixtures: Lighting fixtures should provide a general condition of room illumination to allow sufficient legibility of materials, while minimizing glare on electronic screens. Options to provide energy efficient solutions may be considered.

EQUIPMENT REQUIRED:

High-Definition (HD) TV displays: Three HDTV displays measuring at least 60 inches diagonally are required to support the vision described herein. Display requirements include a minimum of three HDMI inputs, and either built-in Wi-Fi equipment or an attached accessory device that provides Wi-Fi accessible services. These specifications are consistent with industry practice for commoditized television displays. As a result, the selected display is more likely to resemble a low-cost consumer model available at many discount retailers than a specialized technology available through educational component distributors. The display should be mounted on a reliable adjustable arm positioned so that the bottom of the display is 5 feet above the floor. The mounting should also provide the option of extending the display out from the wall one to two feet and thus permitting the display to pivot to the left or right for an approximate turning angle of 45 to 90 degrees. Cabling should be obscured behind the mount and within the wall.

Audio/video box: A ceiling-mounted housing, preferably flush with the suspended ceiling tiles, shall provide space (e.g. equivalent to a 2U equipment rack) for a switching mechanism that allows the instructor to change the video or audio source sent to the display. Given this AV switch/matrix, the instructor is able to select various desired input sources from a handheld device or remote control. Inputs may be housed elsewhere in the room or within additional remaining space provided by the AV box. Inputs may include:

1. Laptop or tablet connected to the instructor's station (e.g., enabling the instructor to share a slideshow or demonstrate a mobile device app)
2. DVD player (e.g., enabling a single video to be duplicated on all screens simultaneously)
3. Digital camera and/or document camera
4. Other devices that generate video or audio content

In addition, four in-ceiling speakers will be required to be placed in each classroom to enhance classroom audio and project instruction from the teacher. This system should allow the teacher to project her voice to the class or enhance audio components of the curriculum.

SUPPORT SPACE REQUIRED:

Workroom and storage area: Educational specifications require 150 square feet of storage space and workspace is to be provided for every 1,100 square foot kindergarten classrooms. For three classrooms, a total storage area of 450 square feet is designed to be used by all of the classrooms. The storage room is accessible from each of the kindergarten rooms.

The storage room would contain a long wall that provides cabinetry below a counter top as well as open shelving running the length of that wall above the counter top. As much open shelving as possible should be provided. Sufficient open floor space is needed to allow a cart to be rolled into the room, loaded with supplies by the instructor, and then rolled back out into the classroom for student instructional use. To the extent possible given this open space requirement, shelf space should be provided from floor to ceiling on up to two additional walls. The location of the door along the fourth wall should be along the center of its length so as not to conflict with shelving on adjacent walls.

Toilets: The bathroom should be divided into two areas. A door from the classroom leads into the first area, a vestibule that may also connect to an adjoining kindergarten classroom. The vestibule contains one sink per classroom to which it connects. The two walls of the vestibule that separate it from the classroom feature large windows that provide transparency between the classroom and sink space to improve teacher supervision and

increase safety. Within the vestibule is a door leading to a toilet room containing a single age-appropriate toilet fixture. The doors do not reach the floor so that teachers are able supervise students by seeing the students' feet. The toilets are designed so that they are able to be shared by multiple kindergarten classrooms.



Kindergarten toilet area, separated from the classroom and workroom areas

GENERAL PURPOSE CLASSROOMS: Vision & Specifications

OVERVIEW

Pursuant to the Board-approved Educational Specifications in the Master Construct and Implementation Plan, classrooms are being transformed into 21st Century learning spaces to support flexible, collaborative and unstructured teaching methodology as well as use interactive learning tools. This document is divided into two parts: a vision that describes the anticipated use of the classroom from the perspective of an individual observing the new facilities upon completion and a description that provides a detailed assessment of each design element required to achieve the stated vision.

CLASSROOM VISION

When you enter the classroom, you see students working in groups of 4 or 5. They are at tables, some are sitting some are at the white board writing and some are using an electronic device to help solve the problem they have been given to solve. They are working on solving a problem that combines skills they have acquired in math, science and language arts. The teacher interacts with the students by walking around the room answering questions. At times, the teacher helps the students find the answers on the iPad. The teacher has noticed that a number of students are struggling with the same concept. She commands the attention of the entire class and projects the information needed to clarify the concept on the monitor in the front of the room. Other times, the questions the students have are related to their specific group work and the teacher writes on the white board that is near where the group is sitting. Students also respond on the white board to the teachers' instructions and with their table group. Other students are projecting their work on the Wi-Fi monitor near their work group so that all students in the group can interact with the information.

After an hour, the teacher asks all of the students to put their work away in a space designated for each student on a multiuse cart in the room. They place their iPad on the shelf below their chair. The teacher directs their attention to the front of the room. She wants to show them a video clip to introduce the next set of skills and concepts will be taught in social studies. The children are encouraged to ask questions of the teacher and of their table groups.

Following the whole class instruction, the students change work groups and begin to work on the skills related to the previous set of instructions. They are able to locate information needed on their iPad and share information with their table partners. This classroom is noisy with the sharing and seeking for information and the solving of problems using information in real life

integrated learning units. The classroom is designed to foster creativity, investigation and inquire as well as collaboration. It is designed for maximum flexibility and makes the students feel welcome and comfortable.

In one corner of the room is a built-in alcove that can be used to store mobile carts. This space needs to be designed at a depth of approximately 30 inches and be as long as 15 feet but no less than 9 feet. Two shelves will run the length of the alcove, with the lowest shelf starting at least five and half feet above the floor. Sliding markerboards will be installed that can slide to cover the entire length of the alcove.

In the classroom, there are four multi-use carts, one with individual cubbies for each student to store their personal items and backpacks and three additional carts for storing learning material and supplies. There are two movable bookshelves to store books and learning supplies. There is a cabinet around the sink. The need for supplies has been reduced by the use of the iPad which stores textbooks and other books the students need as well as the internet for research. There are hardbound books and other learning manipulates in the classroom, but they too are reduced in number.

There is one sink in the room for students to wash their hands as well as for art and science experiments. The teacher has a desk off to the side and at the back of the classroom. There is one two drawer filing cabinet and a laptop computer for the teacher.

DESCRIPTION OF REQUIRED ELEMENTS

Classrooms modernized, reconfigured, or constructed must, upon completion, be fully furnished and equipped to realize the above vision. Classrooms must also conform to the Educational Specifications approved by the Board of Trustees.

FURNITURE & FIXTURES REQUIRED:

Tables and seating: Student work area are either mobile tables that seat 4 students or individual desks that are mobile and can be arranged into multiple configurations to support differing instructional needs. Seating is mobile as well and provided at a size appropriate for the grade level age of the students. Both the tables or desks and chairs have casters that can be locked to provide for easy movement and flexibility. Tables or desks and seating accommodate up to 24 students for grade 1, up to 26 students for grades 2-3, and up to 34 students for grades 4-5, per educational specifications.



One “kidney” or “puzzle piece” shaped table is provided for either group work or for teachers to work with small groups of students. An instructor desk, chair and two drawer file cabinet are also required furnishings.





Tackboards: There is a need for some wall spaces throughout the room that may be utilized by the instructor to pin student work, learning concepts, and

other materials to the wall. Tackboards are preferably placed at floor-ceiling height to provide maximum utility to available wall space. A typical wall panel may be 8 feet in height by 4 feet in width and be interspersed with similarly sized markerboard or whiteboard panels that provide a writable surface. General classrooms will need to have approximately 35 percent of the total lineal wall area covered with strategically placed tackboards.

Markerboards: Multiple writable surfaces are required on wall surfaces throughout the room, preferably at floor-ceiling height to allow students and teachers to use available wall surfaces for drawing, writing practice, or group activities. The remaining wall space not covered with tackable material (approximately 65 percent of the total lineal wall space) will need to be covered with markerboards throughout the classroom. This includes the sliding markerboards used to cover exterior windows. Maximum flexibility will be achieved if surfaces are available on each of the four walls of the room. Marker boards should also be magnetic, to allow instructors to attach student exemplars where needed for instruction.

Window Coverings: Walls with windowed surfaces may be covered by marker boards and/or tackboards that slide on a track so as to provide the option of obscuring the windows when additional writing surface is needed or darkening the room when natural light needs to be reduced.

Sinks*:* Water supply will be required on occasion as a component of art and science activities or clean-up. One sink is required in the classroom area and should be accessible to the height of first through fifth grade students.

Storage units: Traditional classroom casework often monopolizes wall space and can fill the room with storage functions and reduce classroom square footage that is needed for instruction. Mobile storage units are provided in the classroom for storage of instructional materials. The mobile storage units should be placed where tackboard is placed on the walls or in the alcove designed to store the mobile units to allow for markerboard space to remain uncovered so that it is able to be used for instructional purposes. Innovative storage solutions that utilize bins, pullout containers, or rolling carts for frequently utilized items may be considered a superior solution to traditional casework drawers and cabinets. Cabinetry underneath and around the classroom sink is appropriate. Typical "cubbies" should be provided for student storage of backpacks, lunch bags, and other materials.

Lighting: Lighting fixtures should provide a general condition of room illumination to allow sufficient legibility of materials, while minimizing glare on electronic screens. Options to provide energy efficient solutions may be considered.

EQUIPMENT REQUIRED:

High-Definition (HD) TV displays: Three HDTV displays measuring at least 60 inches diagonally are required to support the vision described herein. Display requirements include a minimum of three HDMI inputs, and either built-in Wi-Fi equipment or an attached accessory device that provides Wi-Fi accessible services. These specifications are consistent with industry practice for commoditized television displays. As a result, the selected display is more likely to resemble a low-cost consumer model available at many discount retailers than a specialized technology available through educational component distributors. The display should be mounted on a reliable adjustable arm positioned so that the bottom of the display is 5 feet above the floor. The mounting should also provide the option of extending the display out from the wall one to two feet and thus permitting the display to pivot to the left or right for an approximate turning angle of 45 to 90 degrees. Cabling should be obscured behind the mount and within the wall.

Audio/video box: A ceiling-mounted housing, preferably flush with the suspended ceiling tiles, shall provide space (e.g. equivalent to a 2U equipment rack) for a switching mechanism that allows the instructor to change the video or audio source sent to the display. Given this AV switch/matrix, the instructor is able to select various desired input sources from a handheld device or remote control. Inputs may be housed elsewhere in the room or within additional remaining space provided by the AV box. Inputs may include:

1. Laptop or tablet connected to the instructor's station (enabling the instructor to share a slideshow or demonstrate a mobile device app)
2. DVD player (e.g., enabling a single video to be duplicated on all screens simultaneously)
3. Digital camera and/or document camera
4. Other devices that generate video or audio content

In addition, four in-ceiling speakers will be required to be placed in each classroom to enhance classroom audio and project instruction from the teacher. This system should allow the teacher to project her voice to the class or enhance audio components of the curriculum.

SPECIAL USE CLASSROOM:

"Science and Technology" and "STEAM" Rooms: It is important to note that a general purpose classroom may also be utilized for more specialized activities to support either Science and Technology or STEAM (science, tech, engineering, arts, math) activities as well. No changes are required to the fundamental design of a room designated for Science and Technology or STEAM activities, however during project design the District may wish to specify a unique set of furniture, fixtures and equipment for one or more rooms in order to meet the specific needs of the educational program.

SUMMARY

The vision and description of classrooms contained herein has been developed with the input of District staff as well as elementary school educators, former school administrators and professional facilities consultants. Collectively, the criteria specified is provided to supplement approved Educational Specifications and provide a framework for classroom design that creates a true 21st Century facility, as opposed to a 20th Century classroom design that has been built in the 21st Century.

As such, a thorough understanding of the functions performed in these spaces is critical so that the form can adequately follow. Much of the functionality in the classroom space is achieved through innovative choices on furniture, fixtures, and equipment (FF&E). As the "essence" of the project, these FF&E elements will enable instructors to transform their teaching pedagogy. Designs that recognize and incorporate these concepts will enable such a vision to be fully realized.

When in doubt, the design team is encouraged to consult with Caldwell Flores Winters, the District's Program Manager and author of this document.

SDC CLASSROOMS (Severe) Vision & Specifications

OVERVIEW

Where required, Special Day Classroom (SDC) will be modernized to support the teaching of special education classes for severely handicapped students ("Severe") in core subjects, such as English, language arts, math, science, and social studies.

SDC CLASSROOM VISION

As you enter the classroom, you see the approximately eight students and five adults that serve the special needs of the students. Some students are in wheelchairs, others are in special devices that assist then with mobility, and others are ambulatory. The teacher and classroom aids interact with the students to meet their specific needs. One of the primary learning goals is for the students to learn daily life skills such as simple cooking, doing laundry, cleaning themselves and purchasing items. Some of the students have unique medical problems that require constant supervision and monitoring. Because of the unique needs of the students, there are different interactive learning devices and software on computers.

Typically, the main floor area of the classroom is open to allow for moving wheelchairs and other mobile devices around the room. There is a group of mobile desks and mobile chairs located in one area of the room. All of the desks are wheelchair accessible. There is a bank of five computers located in another area of the room. A small kitchen with a sink, refrigerator, stove and microwave is accessible from the classroom and is located between two classrooms so that it can be shared. There is also a shared bathroom with a toilet, sink and wheelchair accessible shower.

The walls are full of "rich print" material. There are multiple places for students to work to be displayed as well as learning charts. There are white boards located on one wall on which the teacher can explain concepts or project images using a handheld device. Student work can be displayed on these white boards using magnets.

In the classroom, there are three mobile storage units to hold learning materials. The teacher has a desk off to the side and at the back of the classroom. There is one two drawer filing cabinet and a laptop computer.

DESCRIPTION OF REQUIRED ELEMENTS

Classrooms for the severely handicapped modernized, reconfigured, or constructed must, upon completion, be fully furnished and equipped to realize the above vision. Classrooms must also conform to the Educational Specifications approved by the Board of Trustees.

FURNITURE & FIXTURES REQUIRED:

Tables and seating: There are 8 individual student desks and chairs that are easily moved. There is an activity table for students and teachers to work together. There are computer tables and mobile chairs to hold five computers. An instructor desk and chair, a locking two drawer file cabinet, and three mobile storage units on casters are also required furnishings.





Tackboards: There is a significant need for continuous wall spaces throughout the room that may be utilized by the instructor to pin student work, learning concepts, and other materials to the wall. Tackboards are preferably placed at floor-ceiling height to provide maximum utility to available wall space. A typical wall panel may be 8 feet in height by 4 feet in width, and be interspersed with similarly sized wall panels that provide a writable surface (see marker boards).

Marker board (whiteboard): Writable surfaces (markerboards) are required on one wall surface in the room. Marker boards should also be magnetic, to allow for instructors to attach student exemplars where needed for instruction.

Window Coverings: Walls with windowed surfaces may be covered by marker boards and/or tackboards that slide on a track so as to provide the option of obscuring the windows when additional writing surface is needed or darkening the room when natural light needs to be reduced.

Platforms, shelves, and cabinetry: Traditional classroom casework often monopolizes wall space and over-saturates the room with storage functions that are better supplied in an adjacent storage/workroom. A limited supply of casework is required within the classroom for storage of "everyday" use manipulates and supplies, with remaining casework and shelving required in workrooms for storage of "occasional" use materials. Innovative storage solutions that utilize bins, pull-out containers, or rolling carts for frequently utilized items may be considered a superior solution to traditional casework

drawers and cabinets. Cabinetry in the kitchen area is appropriate with both upper and lower cabinets and a counter space to be used for preparing food. The sink in the kitchen should be wheelchair accessible.

Lighting: Lighting fixtures should provide a general condition of room illumination to allow sufficient legibility of materials, while minimizing glare on electronic screens. Options to provide energy efficient solutions may be considered.

EQUIPMENT REQUIRED:

Flat screen display: A single flat screen display measuring at least 60 inches diagonally is required to support the vision described herein. Display requirements include a minimum of 3 HDMI (High Definition Multimedia Interface) inputs, and either built-in WiFi equipment or an attached accessory device that provides WiFi accessible services. These specifications are consistent with industry practice for commoditized television displays. As a result, the selected display is more likely to resemble a low-cost consumer model available at many discount retailers than a specialized technology available through educational component distributors. The display should be mounted on a reliable adjustable arm positioned so that the bottom of the display is 5 feet above the floor. The mounting should also provides the option of extending the display out from the wall 1-2 feet and thus permitting the display to pivot to the left or right for an approximate turning angle of 45-90 degrees. Cabling should be obscured behind the mount and within the wall.

Classroom video/audio source selection switch: A switching mechanism shall be provided that allows the instructor to quickly adjust the video or audio source being provided to the display. The instructor is able to do this from one control or from a handheld device. For example, sources selectable from the switch may include:

1. Laptop or tablet connected to the instructor's station (e.g. enabling the instructor to share a slideshow or demonstrate an iPad app)
2. DVD player (e.g. enabling a single video to be duplicated on all screens simultaneously)
3. Digital camera and/or document camera (described above)
4. Auxiliary device – to be used for alternate devices that generate a video or audio source

Student computing devices: The District's Technology Program will equip the classroom with five computers for the students to use during classroom instruction. The design team should engage the District's Chief Information Officer (CIO) in the selection of the above equipment to ensure compatibility where required.

SUPPORT SPACE REQUIRED:

Kitchen Area: The main classroom area is approximately 1100 square foot with the kitchen area approximately 200 square feet. There are both upper and lower cabinets in the kitchen with a wheelchair accessible sink, stove, refrigerator and microwave. The kitchen area is shared with another 1100 square foot classroom as is accessible from both classrooms.

Bathroom: There is one bathroom that is accessible from each of the classrooms. It contains a toilet, sink and wheelchair accessible shower. The bathroom is approximately 100 square feet.

The vision and description of the classrooms for severely handicapped children contained herein has been developed with the input of District staff as well as special education school educators, former school administrators and professional facilities consultants. Collectively, the criteria specified is provided to supplement approved Educational Specifications and provide a framework for classroom design that creates a true 21st century facility, as

opposed to a 20th century classroom design that has been built in the 21st century.

As such, a thorough understanding of the functions performed in these spaces is critical so that the form can adequately follow. Much of the functionality in the new classroom space is achieved through innovative choices on furniture, fixtures, and equipment (FF&E). As the "essence" of the project, these FF&E elements will enable instructors to transform their teaching pedagogy. Designs that recognize and incorporate these concepts will enable such a vision to be fully realized.

When in doubt, the design team is encouraged to consult with Caldwell Flores Winters, the District's Program Manager and author of this document.

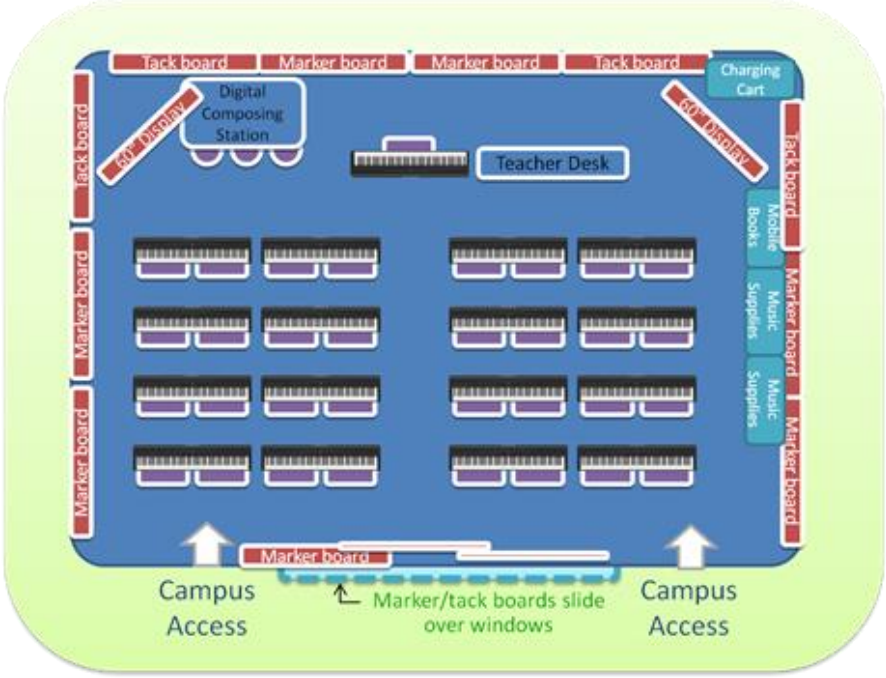
PIANO KEYBOARD LAB: Vision & Specifications

OVERVIEW

The Oxnard School District has adopted a Master Construct and Implementation Program guided by a mission to transform the functionality of school facilities and improve academic achievement. Students will have the opportunity to take a piano keyboarding class. As part of the District's educational program, one of the standard learning labs should be modernized, furnished, and equipped as a Piano Keyboard Lab. The lab should be designed and modernized per the vision and description herein described. This section is divided into two parts: a vision that describes the anticipated use of Piano Keyboard Lab from the perspective of an individual observing the facilities upon completion of the modernization, and a description that provides a detailed assessment of each design element required to achieve the stated vision.

VISION FOR THE PIANO KEYBOARD LAB

When you enter the Piano Keyboard Lab, you see students sitting at piano keyboards, two students per keyboard. Each student has on headphones and is practicing playing the keyboard at either the upper or lower octave. The room is quiet. The teacher is at the front of the room and is also wearing headphones. There is an instructor keyboard and a large digital board to which the teacher is connected so that he/she can listen to each student individually and provide feedback to the student as to what the student needs to do to improve his/her piano skills and performance. When appropriate, the teacher has all the students take their headphones off and together they play the piece of music. They can hear how they sound within the group as well as how the entire group sounds together.



There are two large flat screen displays at the front of the room. There are several instructional uses for the monitor. At times the instructor can show a video of an exemplary piano and musical performance. Other times the instructor shows a video of the class performance to use as feedback for improved performances. On another day, the instructor uses his/her iPad as



a document camera to show a close-up of a fingering technique on the keyboard.

The piano keyboards are placed in rows with a center isle so that the teacher can walk down the aisle and look down the row at the keyboards to monitor student practice techniques and engagement. There is space between each of the rows that allows for the teacher to move easily behind each of the students to provide individual feedback as necessary. There are a total of 16 student keyboards in the room. There is one instructor keyboard along with the digital board for listening placed at the front of the room. Each of the keyboards is hooked up to the electrical outlet provided along each of the two walls. The keyboards and the instructors keyboard and monitor device are networked together.

In the classroom, there is a space approximately 12 feet by 2.5 feet in which three mobile multi-use carts can be stored. There are several rows of open shelving beginning about 5 ½ feet from the floor up to the ceiling. This space is enclosed with floor to ceiling sliding white markerboards that can be opened or closed. The mobile units can be moved into or out of this storage area.

The room includes the 21st century amenities and technology components such as full height fixed and sliding white boards, 1:1 interactive functionality, a monitor placed on the front of the classroom wall that also serves as the teaching wall. There are mobile storage units to hold instructional materials and supplies.

SPECIFICATIONS OF REQUIRED ELEMENTS

The piano keyboard lab must be furnished and equipped to realize the vision contained within and conform to the Educational Specifications approved by the Board of Trustees. Specifications are described below to assist firms in developing proposals that are responsive to the needs of the project. Specified elements are required in the room as noted below**.**

FURNITURE AND FIXTURES REQUIRED

Piano Keyboards and benches: A total of 16 student keyboards need to be provided for the students with 32 individual student benches that are the correct height for the keyboards. The teacher will be provided a keyboard and digital monitoring device as well as a maneuverable desk and height-adjustable swivel chair.

Tables and chairs: Two tables with casters that fold up and are easily moved with 8 chairs of appropriate size for 4th and 5th grade students need to be provided.

Storage Carts and Cabinets: Instead of built-in casework mobile storage carts and cabinets are used to meet any classroom storage needs. The piano lab needs three mobile storage cabinets.



Examples of mobile storage carts and cabinets for illustration purposes only; actual products selected for the project may vary.

Markerboards: Markerboards must be installed on one wall, preferably at floor-to-ceiling height to allow students and teachers greater use of the wall. Walls with window openings may include markerboards that can slide on a track and cover the windows when additional writing surface is needed or the room needs to be darkened.

Acoustical Panels: Affixed to the walls or suspended from the ceiling, as appropriate, sound-baffling acoustical panels will be required to reduce reverberation in the room and optimize the quality of voice and musical performances.

EQUIPMENT REQUIRED

HDTV Displays: Two flat screen HDTV displays measuring at least 60 inches diagonally are required to support the vision described herein. Display requirements include a minimum of three HDMI inputs, and either built-in Wi-Fi equipment or an attached accessory device that provides Wi-Fi accessible services. The display should be mounted on a reliable adjustable arm positioned so that the bottom of the display is 5 feet above the floor. The mounting should also provide the option of extending the display out from the wall one to two feet and thus permitting the display to pivot to the left or right for an approximate turning angle of 45 to 90 degrees. Cabling should be obscured behind the mount and within the wall.

Care should be taken to select a reliable, cost-effective HDTV product, and consideration should be given to the simplicity, ease, and familiarity with controls that teachers use to adjust the device. With this in mind, architects and engineers are to be mindful of the potential for interference between common infrared remote controls and highly reflective surfaces around the room and may suggest a means by which to avoid signals meant for one HDTV from being received by another.



Example of a 60-inch HDTV mounted to a classroom wall for illustration purposes only; actual products selected for the project may vary.

Audio/video box: A ceiling-mounted housing, preferably flush with the suspended ceiling tiles, shall provide space (e.g. equivalent to a 2U equipment rack) for a switching mechanism that allows the instructor to change the video or audio source sent to the display. Given this AV switch/matrix, the instructor is able to select various desired input sources from a handheld device or remote control. Inputs may be housed elsewhere

in the room or within additional remaining space provided by the AV box. Inputs may include:

1. Laptop or tablet connected to the instructor's station (e.g., enabling the instructor to share a slideshow or demonstrate a mobile device app)
2. DVD player (e.g., enabling a single video to be duplicated on all screens simultaneously)
3. Digital camera and/or document camera
4. Other devices that generate video or audio content

In addition, four in-ceiling speakers will be required to be placed in the classroom to enhance classroom audio and project instruction from the teacher. This system should allow the teacher to project her voice to the class or enhance audio components of the curriculum.

Student computing devices: The District's Technology Program has equipped all students with iPads to be used within this high-tech lab environment. The design team should engage the District's Chief Information Officer (CIO) in the selection of the above equipment to ensure compatibility where required.

SUMMARY

The vision and description of piano keyboard lab contained herein has been developed with the input of District staff as well as elementary school educators and professional facilities consultants. The criteria specified are provided to supplement approved educational specifications and provide a framework for classroom design that creates a true 21st century facility, as opposed to a 20th century classroom built in the 21st century.

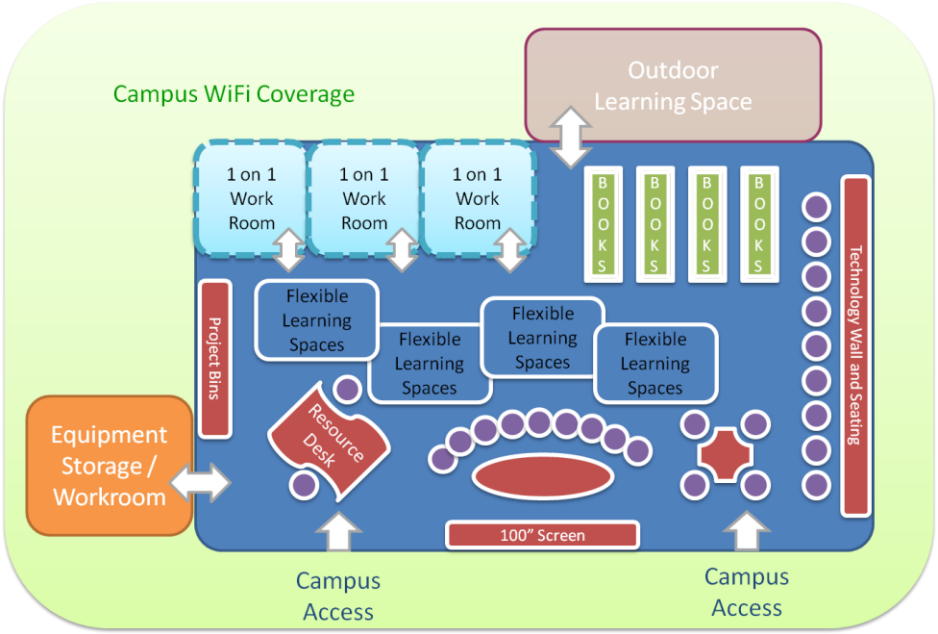
As such, a thorough understanding of the functions performed in these spaces is critical so that the form can adequately follow. Much of the functionality in the new learning labs is achieved through innovative choices on furniture, fixtures, and equipment). As the "essence" of the project, these FF&E elements will enable instructors to transform their teaching pedagogy. Designs that recognize and incorporate these concepts will enable such a vision to be fully realized.

When in doubt, the design team is encouraged to consult CFW, the District's Program Manager and author of this document.

LIBRARY/MEDIA CENTERS: Vision & Specifications

OVERVIEW

The Oxnard School District has adopted a Master Construct and Implementation Program guided by a mission to transform the functionality of school facilities and improve academic achievement. The Library/Media Center should be modernized per the vision and description herein described. This section is divided into two parts: a vision that describes the anticipated use of the Library/Media Center from the perspective of an individual observing the use of the facility upon completion of the modernization, and a description that provides a detailed assessment of each design element required to achieve the stated vision.



LIBRARY/MEDIA CENTER VISION

As you enter the Library/Media Center, you first notice and hear a 90" TV that is mounted on the wall. Immediately surrounding this display, a teacher is instructing a group of students sitting on the floor, on how to use the 3D printer, by projecting her iPad onto the display. When they have completed their instruction, the students move to open areas in the room. Another group of students comes to the area of the monitor. The teacher is demonstrating a coding lesson, and using their individual iPads, the students follow along. When they are complete, another group of students is shown a coding lesson, and using their individual iPads, follow along. Students utilize the Library/Media Center to collaborate, investigate, and solve problems. Thus, the room is noisy – definitely not the quiet library spaces of the past. There is appropriate furniture – flexible and comfortable – throughout the room, and the large open physical space makes the room feel very bright and active. The space encourages teach and student interaction and students feel very comfortable in this learning space.

Students select a digital device if they do not have one, or use their own issued device and sit wherever they are comfortable to read and interact with the technology. On the perimeter of room are places for students to sit, read, and discuss what they are learning. The building has wireless internet connectivity throughout. On one wall are rows of windows with "shelves" along these windows, and stools to sit on. Students are sitting on the stools with their iPad. As they learn something new and exciting, they are sharing it with their fellow students. This space lends itself to students interacting with each other. In another area, students are sitting on the floor working on a project. They are also doing research on their iPads as well as working on various projects.

The Resource Teacher sits at a work station or table that is inviting to students and encourages them to come and seek information or help. The furnishing and size of the work space invites students to approach and collaborate as opposed to creating an intimidating barrier that might keep students away. If a student needs to make up a test or be collaborative, the resource teacher is there to help. The resource teacher – with a kind, friendly, and responsive demeanor – answers questions and provides guidance to students. This teacher might lead a small group lesson on responsible computer use, safety, security, and information reliability – today's equivalents of learning the Dewey decimal system. In between questions and structured activities, the resource teacher is preparing labs or project materials for students who may only come to school for a few hours each week in support of their homeschooling curriculum.

Along a wall nearby are prepared tubs of student project materials, containing bins with everything a student needs to complete various projects. For example, if a homeschooled student needs to come in for completion of a science project, a tub with the appropriate experiment, instructions, and tools are all there in one place to allow completion of the work. The student takes the tub to a comfortable place in the Library/Media Center to work on

their project and returns to the Resource Teacher, or may choose to work with another student in one of three breakout rooms, when needing support.

There is another area in this room that has six computers along the wall where students learn keyboarding skills or take a small group class with the Resource Teacher on how to use a certain software product such as Microsoft Office or Digital Art software. There is another area where students sit comfortably in chairs, a sofa or café tables to read and discuss what they have read. Hardbound books are on carts with wheels, as well as on a limited built-in bookshelf along one wall. The size of the collection has been reduced because students can access many books on their iPad.

There are also one to one workrooms that allow students to step in with the Resource Teacher to complete homeschooling meetings or other discussions that might require a sound-isolated space. Small groups of students might also use the workrooms to collaborate on projects or assignments. Inside the workrooms, floor-to-ceiling marker boards provide comfortable spaces to write or draw freely. The workrooms feel very open and connected to the rest of the Library/Media Center, as any walls or doors feature transparent surfaces.

Fixtures and finishing in the room contribute to the theme of the school academy. For example, exemplary multi-media project as being displayed in this multi-media focused elementary school.



DESCRIPTION OF REQUIRED ELEMENTS

FURNITURE & FIXTURES REQUIRED:

Tables and seating: A variety of flexible and comfortable seating is provided for 36 students; stools along the technology wall are provided with enough seating for 10 students. Desks that a mobile and can reconfigured into a variety of orientations are provided for 20 students. Six computer tables with chairs are also provided. In a central location, a circular desk is provided for an instructor to sit in the interior, and interact with students. Against one wall, near the entry, a modified circulation table is provided. This desk would provide space for students to return and check out books, and house the Library Technician's computer. This desk is not easily mobile, but is also not built into the Library/Media Center, so that the space can be rearranged as necessary. In each breakout room, a table and chairs are provided for four students. In the Maker's room, sufficient flexible and mobile table and chairs are provided for eight students.

Shelving and storage: There is book shelving along perimeter walls of the library media center. In addition, there are four sturdy movable book shelves that can be arranged in different ways to meet the space needs of the room.

There are two additional movable shelving units that contain storage compartments for bins/tubs of activities to hold student learning materials. Additionally, a portion of the Library/Media Center should be set aside as a locked technology storage room.



Examples of mobile storage carts and cabinets for illustration purposes only; actual products selected for the project may vary.

This room would have space and shelving appropriate to store the Library/Media Center's inventory of iPads on four mobile computer carts. If appropriate, this space could also house the MDF/IDF. This storage would be separate from the textbook storage room and other storage space, and would meet the need to secure the school's allotment of iPads or other future computing devices provided for each student and teacher when not in active use. In the maker's room, an additional two movable storage units are provided. In the textbook storage/workroom, tables, four chairs, and four mobile storage units are provided

Lighting: Lighting fixtures should provide a general condition of room illumination to allow sufficient legibility of materials, while minimizing glare on electronic screens. Options to provide energy efficient solutions may be considered.

EQUIPMENT REQUIRED:

HDTV Display: A single flat screen HDTV display measuring at least 90" inches diagonally is required to support the vision described herein. This display should be surrounded by a sitting area for project presentations. Display



Example of a 60-inch HDTV mounted to a classroom wall for illustration purposes only; actual products selected for the project may vary.

requirements include a minimum of three HDMI inputs, and either built-in Wi-Fi equipment or an attached accessory device that provides Wi-Fi accessible services. The display should be mounted on a reliable adjustable arm positioned so that the bottom of the display is 5 feet above the floor. The mounting should also provide the option of extending the display out from the wall one to two feet and thus permitting the display to pivot to the left or right for an approximate turning angle of 45 to 90 degrees. Cabling should be obscured behind the mount and within the wall.

Care should be taken to select a reliable, cost-effective HDTV product, and consideration should be given to the simplicity, ease, and familiarity with controls that teachers use to adjust the device. With this in mind, architects and engineers are to be mindful of the potential for interference between common infrared remote controls and highly reflective surfaces around the

room and may suggest a means by which to avoid signals meant for one HDTV from being received by another.

Audio/video box: A ceiling-mounted housing, preferably flush with the suspended ceiling tiles, shall provide space (e.g. equivalent to a 2U equipment rack) for a switching mechanism that allows the instructor to change the video or audio source sent to the display. Given this AV switch/matrix, the instructor is able to select various desired input sources from a handheld device or remote control. Inputs may be housed elsewhere in the room or within additional remaining space provided by the AV box. Inputs may include:

1. Laptop or tablet connected to the instructor's station (e.g., enabling the instructor to share a slideshow or demonstrate a mobile device app)
2. DVD player (e.g., enabling a single video to be duplicated on all screens simultaneously)
3. Digital camera and/or document camera
4. Other devices that generate video or audio content

Student computing devices: The District's Technology Program has equipped all students with iPads to be used within this high-tech environment. The design team should engage the District's Chief Information Officer (CIO) in the selection of the above equipment to ensure compatibility where required.

MAKER'S ROOM

Visible from the Library/Media Center , through a store-front glass wall, is a maker's room. The makers room is approximately 480-square feet in size, and includes a 3D printer, as well as a wireless iPad compatible printer for student use. These printers are connected to the computers in the main Library/Media Center space. Students are using the space to collaborate and build their projects. Mobile storage units are provided to store student projects and student materials.

SUMMARY

The vision and description of Library/Media Center contained herein has been developed with the input of District staff as well as educators, former school administrators and professional facilities consultants. Collectively, the criteria specified is provided to supplement approved Educational Specifications and provide a framework for design that creates a true 21st century Student Resource Center facility, as opposed to a 20th century library design that has been built in the 21st century.

As such, a thorough understanding of the functions performed in these spaces is critical so that the form can adequately follow. Much of the functionality in the new Library/Media Center is achieved through innovative choices on furniture, fixtures, and equipment (FF&E). As the "essence" of the project, these FF&E elements will enable library media instructors and resource teachers to transform their instructional pedagogy. Designs that recognize and incorporate these concepts will enable such a vision to be fully realized.

When in doubt, the design team is encouraged to consult with Caldwell Flores Winters, the District's Program Manager and author of this document.

MULTIPURPOSE FACILITY: Vision & Specifications

OVERVIEW

The Multipurpose Facility will support many different uses and function as a main gathering place for assemblies, student performances and athletic

events, in addition to a meal preparation and an eating space. The Multipurpose Facility will be modernized to include new cafeteria furniture, new kitchen equipment and 21st Century upgrades. The vision below provides the perspective of an individual observing the facility upon completion of the modernization, and is followed by a description that provides a detailed assessment of each design element required to achieve the stated vision.

MULTIPURPOSE ROOM VISION

It is early in the morning, prior to school starting. As you enter the Multipurpose Room, you see students eating breakfast sitting at cafeteria type tables. Older students are given a choice of where they would like to sit to eat breakfast or lunch.

Today it is raining outside, so students can gather in the Multipurpose Room during their PE time. They participate in indoor physical activities that involve games where every child is moving. The cafeteria tables have been folded and stored along one wall to create the open space that allows for student movement. The ceiling is clear of any mechanical or structural elements at least 22-feet above the floor, permitting a wide range of athletic uses (e.g. basketball, volleyball).

On other days when it is nice outside, the students can use the space after lunch for group collaboration projects. They might use the cafeteria tables while engaging in an activity when the project calls for an expanse of table space to lay out the project. Students can work and collaborate in this space.

On staff development days, this space is also used by teachers for their staff development. The monitor serves a "screen" for the presenter to project images or presentations. There is also a screen in front of the stage that comes down when the remote control is activated. At times, this screen is used instead of the monitor with a projector or both are used at the same time.

Afterschool, some of the students use the Multipurpose Room to play physical games, such as basketball or volleyball, as a part of the Afterschool Program. The cafeteria tables have been folded and moved along one way to provide floor space in which the students play.

That evening, the school's choir is presenting their winter concert for the parents. The students perform on a mobile stage. There is lighting and sound provided for student performance. The parents sit on folding chairs that have been placed on the main floor of the building. Earlier in the day, the District's facilities staff assembled the stage, which was being stored in the storage area. This is the area where the folding chairs are also stored.

The Multipurpose Room serves as a very flexible space for many kinds of activities in which the school wishes to engage. The room is bright and cheerful using the colors of the school mascot and has a very modern and updated appearance. The area will be equipped with Wi-Fi access to accommodate student use of digital devices.

MUSIC PLATFORM

The Multipurpose Facility allocates dedicated space for a performance platform, a portable stage. The District has opted to utilize this floor area to increase the overall size of the open, flexible use space of the multipurpose room, provided that an appropriate area is configured at which a mobile stage can be assembled when required for student performances, parent events, or other uses. As such, architects are advised to identify this space, and ensure lighting and AV controls recognize its intended function, and otherwise ensure that under day-to-day operating conditions, the space provides additional flexible space to enlarge the capacity of the multipurpose room.

Careful consideration should be given to select a mobile stage that can easily be assembled and disassembled. This stage should require only two people

for assembly. The stage should be able to be stored in the multipurpose facility storage room when not in use.

PREPARATION KITCHEN

As a part of the modernization of the Multipurpose room, new kitchen equipment will be provided to replace older equipment, where required. Properly functioning kitchen equipment will remain.

OTHER UPGRADES

New ceiling tiles, flooring, and HVAC grills will be replaced where required. Electrical upgrades for improved Audio-Visual systems will be provided, where required. Where community uses are already in place, they shall be maintained to the extent possible as long as they do not interfere with the educational and operational use of the school.

DESCRIPTION OF REQUIRED ELEMENTS

FURNITURE & FIXTURES REQUIRED

Tables and seating: Cafeteria type tables and seating will be provided that easily and quickly fold up and can be stored in designated storage rooms or spaces and maximize the seating within the available space for multiple uses. The tables and seating must be provided that support their use and reconfiguration for smaller parent and staff meetings as well as for school sponsored assemblies.

EQUIPMENT REQUIRED

Ceiling Mounted Screen: A very large remote-operated, retractable screen is required, mounted from the ceiling and positioned above the location anticipated to be utilized for the mobile stage. A high-lumen projector should be mounted on the ceiling and positioned to project clearly to the screen when in use. The projector should be wired to a corresponding audio/video box, mounted 2-feet off the ground on one wall and described below. HDMI cabling should run through the ceiling and walls from the projector to the A/V box, to enable the projector to play media from a variety of sources.

Audio/video box: A wall or ceiling mounted housing, preferably flush with the wall surface and mounted 2 feet above the floor, shall provide space (e.g. equivalent to a 2U equipment rack) for a switching mechanism that allows the instructor to change the video or audio source sent to each display. Given this AV switch/matrix, the instructor can select various desired input sources from a handheld device or remote control. Inputs may be housed elsewhere in the room or within additional remaining space provided by the AV box. Inputs may include:

1. Laptop or tablet connected to the instructor's station (e.g., enabling the instructor to share a slideshow or demonstrate a mobile device app)
2. DVD player (e.g., enabling a single video to be duplicated on all screens simultaneously)
3. Wireless media streaming devices (e.g. Apple TV, Chromecast)
4. Digital camera and/or document camera
5. Other devices that generate video or audio content

Above or beside this box, a small retractable wall mounted desk shall be provided. The desk would provide enough space for a laptop, to allow staff or other presenters to hook their laptop up to the projector system, through the A/V Box.

SUMMARY

The vision and description of Multipurpose Room contained herein has been developed with the input of District staff as well as educators, former school administrators and professional facilities consultants. Collectively, the criteria specified is provided to supplement approved Educational Specifications and provide a framework for design that creates a true 21st

century Multipurpose Room facility that will be able to meet the various needs for the kinds of spaces that enrich students' academic experiences.

As such, a thorough understanding of the functions performed in these spaces is critical so that the form can adequately follow. Much of the functionality in the new Multipurpose Room space is achieved through innovative choices on furniture, fixtures, and equipment (FF&E). As the "essence" of the project, these FF&E elements will enable to use the space in a multiple of ways that meet the needs of the students. Designs that recognize and incorporate these concepts will enable such a vision to be fully realized.

When in doubt, the design team is encouraged to consult with Caldwell Flores Winters, the District's Program Manager and author of this document.

OTHER SUPPORT SPACE (Counselor Room): Vision & Specifications

OVERVIEW

As part of the District's Master Construct and Implementation Program, future improvements at McAuliffe Elementary School include providing approximately 730 square feet of administrative programming space in the permanent building to properly house both the Speech and RSP programs.

Per the adopted Educational Specifications, the counselor and psychologist rooms require at least 150 square feet each. As the counselor office is currently in a space that could serve a support program with the need for greater square footage, finding a new home for the counselor office will eliminate the need to construct new administration space.

There are two locations where there are two adjacent supply rooms: between Rooms 21 and 23 and between Rooms 34 and 36. By converting either set of these supply rooms into 1 larger office space, may create sufficient space to house the counselor room, allowing the current counselor space to house RSP and Speech, thereby eliminating the use of 2 additional portables for support space. This will be further studied once the design process is underway.

COUNSELOR ROOM VISION

The is one dedicated office for the counselor to provide support to the students at the school. The office is furnished with a desk, chair, file cabinet, mobile bookcase and mobile lockable storage cabinet. There is a small table with 4-6 chairs that allow for meeting with small groups of children or parents.

DESCRIPTION OF REQUIRED ELEMENTS

The Counselor Room must, upon completion, be fully furnished and equipped to realize the above vision.

FURNITURE & FIXTURES REQUIRED:

Desks, seating and workspace: The office has a desk, comfortable desk chair, 2 drawer filing cabinet, computer, 2 mobile storage units, and small table with 2 to 4 chairs that functions as a small work or meeting space.

Window Coverings: Walls with windowed surfaces may be covered by marker boards that slide on a track so as to provide the option of obscuring the windows when additional writing surface is needed or darkening the room when natural light needs to be reduced.

Platforms, shelves, and cabinetry: There is no need for built-in cabinetry or shelves, as the desks and offices utilize mobile storage units.

Lighting: Lighting fixtures should provide a general condition of room illumination to allow sufficient legibility of materials, while minimizing glare on electronic screens. Options to provide energy efficient solutions may be considered.

SUMMARY

The vision and description of Counselor Room contained herein has been developed with the input of District staff as well as elementary school educators, former school administrators and professional facilities consultants. Collectively, the criteria specified is provided to supplement approved Educational Specifications and provide a framework for classroom design that creates a true 21st century facility, as opposed to a 20th century classroom design that has been built in the 21st century.

As such, a thorough understanding of the functions performed in this space is critical so that the form can adequately follow. Much of the functionality in the new Counselor Room space is achieved through innovative choices on furniture, fixtures, and equipment (FF&E). As the "essence" of the project, these FF&E elements will enable instructors to transform their teaching pedagogy. Designs that recognize and incorporate these concepts will enable such a vision to be fully realized.

When in doubt, the design team is encouraged to consult with Caldwell Flores Winters, the District's Program Manager and author of this document.

OXNARD K-5 EDUCATIONAL SPECIFICATIONS

SPACE	AREA	UNITS	TOTAL
Classroom	960	23	22,080
Kindergarten	1,100	5	5,500
Flex Room (Special Ed, K, TK)	1,100	1	1,100
Special Ed/RSP	960	2	1,920
Teaching Space (Total Sq. Ft.)			**30,600**
Flex Office	150	1	150
Speech Office	150	1	150
Psychologist Office	150	1	150
Teaching Support Space (Total Sq. Ft.)			**450**
Workroom/Storage	150	6	900
Toilets	100	6	600
Equipment Storage	100	1	100
Kindergarten/Flex Support Space (Total Sq. Ft.)			**1,600**
Lobby/Waiting	300	1	300
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Rm	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/MP/Workroom	300	1	300
Parent/Storage Room	100	1	100
Administrative Space (Total Sq. Ft.)			**3,005**

SPACE	AREA	UNITS	TOTAL
Circulation Desk	50	1	50
Work/Processing Rm	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Rm	100	3	300
Tech Work/Storage Rm	150	1	150
Library and Resource Center (Total Sq. Ft.)			**2,700**
Multipurpose Room	3,500	1	3,500
Chair/Table Storage	200	1	200
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Room	200	1	200
Serving/Prep Kitchen	350	1	350
Walk-in Refg/Freezer	75	2	150
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
Multipurpose Facility (Total Sq. Ft.)			**6,250**
Lunch Shelter	2,800	1	2,800
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,200	1	2,200

TOTAL CLASSROOMS	**31**	
TOTAL BUILT AREA (SQ. FT.)		**50,805**

ATTACHMENT B: COST COMPARISON SHEET

Attachment B - Cost Comparison Sheet

District Specification and Budget				Architect's Proposal				
McAuliffe Elementary Improvements	**Net Total**	**Unit**	**Hard Cost Budget**	***Description (Same format as District Specification)***	***Net Total***	***Unit***	***Variance from District Spec.***	***Est. 2019 Total Cost as Proposed***
21st Century upgrades to 28 existing permanent classrooms		sf						
21st Century upgrades to library/media center		sf						
Improvements to the MPR area		sf						
Upgrades to the HVAC system		sf						
Convert supply rooms into office space		sf						
Subtotal:		**sf**	**$ 3,471,821**					
Assumptions								
Total Project Soft Costs								
21st Century Classroom and Support FF&E								
Professional Services (e.g. architect/engineering/other consulting fees)								
Agency fees, Inspection (IOR)								
Environmental, Legal								
Project Contingency								
Other (e.g.preliminary testing, energy analysis, misc)								
Total Soft Costs			**$ 1,487,923**					
Total "All-In"			**$ 4,959,744**					
Ritchen Elementary Improvements	**Net Total**	**Unit**	**Hard Cost Budget**	***Description (Same format as District Specification)***	***Net Total***	***Unit***	***Variance from District Spec.***	***Est. 2019 Total Cost as Proposed***
21st Century upgrades to 28 existing permanent classrooms		sf						
21st Century upgrades to library/media center		sf						
Improvements to the MPR area		sf						
Upgrades to the HVAC system		sf						
Subtotal:		**sf**	**$ 3,434,095**					
Assumptions								
Total Project Soft Costs								
21st Century Classroom and Support FF&E								
Professional Services (e.g. architect/engineering/other consulting fees)								
Agency fees, Inspection (IOR)								
Environmental, Legal								
Project Contingency								
Other (e.g.preliminary testing, energy analysis, misc)								
Total Soft Costs			**$ 1,471,755**					
Total "All-In"			**$ 4,905,850**					

* Hard costs are inclusive of all site work and demolition, General Conditions and requirements, Contractor's Bond, Risk and Insurance, Contractor's Fee and Overhead, and Construction Contingency.

ADDENDUM #001 TO THE REQUEST FOR PROPOSAL DOCUMENT

To all Architect Bidders of Record on the Request for Proposal (RFP) titled:

REQUEST FOR PROPOSALS- ARCHITECTURAL SERVICES

MODERNIZATION OF
MCAULIFFE AND RITCHEN ELEMENTARY SCHOOLS

Addendum Date: September 10, 2019

A. This Addendum shall be considered part of the Request for Proposal document for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original RFP document, this Addendum shall govern and take precedence.
B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

The RFP document are modified and clarified, as follows:

Item #1

Changes to the RFP Document:

1.1 RFP Cover Sheet:

Request for Proposal document date of August 30, 2019 added.
Addendum #1 document date of September 10, 2019 added.

1.2 RFP page 2, Project Requirements:

Sentence added to the end of paragraph 1. Text reads: "This scope to be further defined at a later date."

1.3 RFP page 3, Project Requirements, Requested Services:

Paragraphs 3, 4 and 5 added. Text reads: "Water intrusion into the building is a problem at both McAuliffe and Ritchen. Design team to investigate, design a solution and provide a cost estimate for this work that is separate from the modernization costs.

Attach

Code required upgrades triggered by the modernization work, such as fire alarm system replacement or upgrade and ADA upgrades are to be investigated, designed and priced by the Architect / Engineer. Estimates for this work will be separate from the modernization costs.

HVAC work to consist of thermostat replacement with Venstar, centrally monitored thermostats throughout. All ducting, piping, pumps and boilers to be inspected and replaced as required. (Air handlers and VFDs replaced in 2013.) Unused funds to be applied to replacement of toilets, valves and faucets on an as-needed basis."

1.4 RFP page 4, Project Requirements, Requested Services, For the library/media center improvements, key elements required include:

Omit first bullet point. Text reads: "Sixteen media tables and stools of various heights will be located along one wall that have electrical outlets for students to plug in their hand-held devices or computer stations that have software specific for students to create projects related to the school's educational program."

1.5 RFP page 4, Project Requirements, Requested Services, Key elements related to the improvements to the existing MPR facilities include:

Omit second bullet point. Text reads: "A 90-inch monitor will be mounted on the wall away from physical activity areas with wireless connectivity throughout the room."

1.6 RFP page 5, Project Requirements, Requested Services, Key elements related to the improvements to the existing MPR facilities include:

Add text to third bullet point. Text reads: "an 18' x 24'"

1.7 RFP page 5, Project Requirements, Requested Services, Key elements related to the improvements to the existing MPR facilities include:

Omit text from fourth bullet point and add text to fourth bullet point. Omitted text reads: "New kitchen equipment will be provided to replace older equipment, where required. Properly functioning kitchen equipment will remain."

Added text reads: “Walk-in refrigerators / freezers at both schools to be evaluated for functionality and repaired / replaced as required. The grease interceptor to be replaced at McAuliffe only.”

1.8 RFP page 5, Project Requirements, Requested Services, Key elements related to the improvements to the existing MPR facilities include:

Add seventh bullet point. Text reads: “Structural evaluation at Ritchen – 1 window wall.”

1.9 RFP page 5, McAuliffe Elementary School:

Replace text in first paragraph. Omitted text reads: “new furniture for the cafeteria and new kitchen equipment where applicable.”

Replacement text reads: “new projector and screen, replacement of the stage with a smaller, demountable stage, replacement of a limited amount of ceiling tile, kitchen upgrades as listed and supplemental or new cafeteria tables, as directed by the district.”

1.10 RFP page 6, Ritchen Elementary School:

Replace text in first paragraph. Omitted text reads: “new furniture for the cafeteria and new kitchen equipment where applicable.”

Replacement text reads: “new projector and screen, replacement of the stage with a smaller, demountable stage, replacement of a limited amount of ceiling tile, kitchen upgrades as listed, structural repair as necessary and supplemental or new cafeteria tables, as directed by the district.”

End of Addendum #1

Attachments:

Request for Proposal for Architectural Services, Addendum #1 revisions incorporated.

Attach



Statement of Proposals for Architectural Services

Modernization of McAuliffe and Ritchen Elementary Schools

Submitted to Oxnard School District
by IBI Group
September 13, 2019

1328

EXHIBIT "B"
ARCHITECT'S BASIS OF DESIGN

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IBI Group
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fax 213-769-0016
web www.ibigroup.com

September 13, 2019

Oxnard School District
1051 S. A Street
Oxnard, CA 93030

Attn: Jordan Miles, CFW

Re: Request for Proposals for Architectural Services
Modernization of McAuliffe and Ritchen Elementary Schools

Dear Mr. Miles,

Thank you for the opportunity to share our ideas for the modernization of McAuliffe and Ritchen Elementary Schools as the Oxnard School District seeks to better serve the future of their community with the development 21st century learning environments. IBI Group has an extensive track record of working with school districts across the state of California spanning the past 40+ years. For 30+ years we have successfully collaborated with the Oxnard School to improve the educational environments for the benefit of the students and the community. We have completed numerous construction projects ranging from modernizations to new ground up facilities; and we look forward to the challenge of **redefining the learning environments at McAuliffe and Ritchen Elementary Schools** to better prepare their students to meet the challenges of today's educational environment.

We look forward to working with the district as you seek to develop unique learning environments that promotes the next generation of learning; which will further augment the strand-focused STEAM classroom and maker space at McAuliffe Elementary and the academic focus of science and technology at Ritchen Elementary. Assisting the district in achieving their vision, we will re-envision the existing facilities though a series of modernizations to the permanent classrooms, multipurpose room, library and additional support spaces. Working with the existing spaces we will incorporate elements of next generation learning taking advantage of current technology trends, as well as redefining furnishings to provide flexible and adaptive learning environments to best suit the needs of the students and teachers. Combined, our designs will **provide cohesive flexible learning environment** that will challenge the minds of your students.

IBI Group is uniquely qualified to meet the needs of the district through our extensive knowledge base and experience of providing added value and perspective with our deep bench of internal staff and consultants. **IBI Learning+** is a center of excellence within IBI Group that focuses on shaping the next generation of learning environments that encourage real life research and problem solving. Our firm is experienced in providing design services, and has completed more than 1,000 educational projects in California which include new construction, additions and complex multi-phase renovations, many of which have won top design awards. Our clients rely on us to consistently exceed expectations while

shepherding valuable public resources – a responsibility we take very seriously.

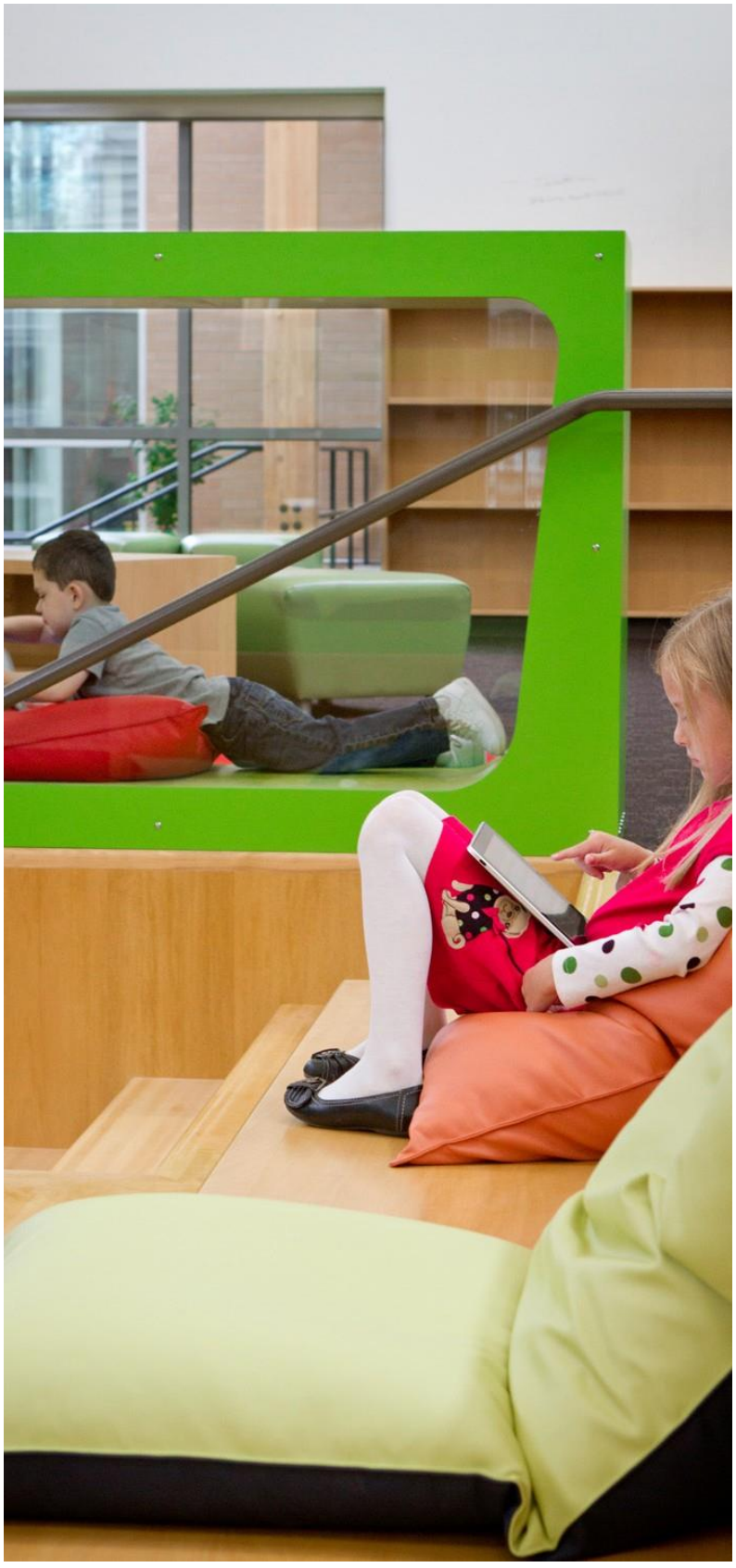
To successfully achieve the goals of this scope of work, IBI group has assembled a highly qualified team of design professionals, each specifically selected based on their relevant project experience in the planning, design and construction of spaces similar those present at both McAuliffe and Ritchen Elementary Schools. The core team leaders will be **Project Director and Principal in Charge, Craig Atkinson, Project Manager, Andrew Miller and Project Architect, Janvi Kanani**. Supporting this core group are staff and consultants that are chosen based on their experience with modernizations, working with the district and successful completion of past projects.

At IBI Group, our team shares a common belief that great architecture can only be achieved through a healthy ongoing dialogue with the District, for whom we are ultimately designing. We strive to develop a thorough understanding of the needs and desires that fuels our client's passions, while remaining true to the surrounding building context. Ultimately, **this collaborative, user-based process**, develops a sense of pride and accomplishment for the community for whom this school will serve.

With pride and enthusiasm, we submit our Proposal, Experience and Conceptual Ideas for your consideration. Developing long lasting relationships is at the core of our firm values. We, therefore, look forward to the opportunity to work with the Oxnard School District as you position McAuliffe and Ritchen Elementary Schools for future success.

Sincerely,

Craig Atkinson, AIA, NOMA, LEED AP
Director – Sr. Principal, Architecture



1 Similar Project Experience



Transformative Design Capabilities for School Modernization for Next Generation Learning

IBI Group is an experienced group of team leaders and design professionals. This team combines a recent history of developing educational facilities on existing K-12 campuses and the research and development of "Next Generation" learning environments. We are developing educational environments that are focused on the learner and the shift to agile individualized learning methods. We believe learning should be contextual and relational, not just rigid adherence to skill-building. We understand teaching and technology ought to be seen as the 'invisible tools' in the learning encounter.



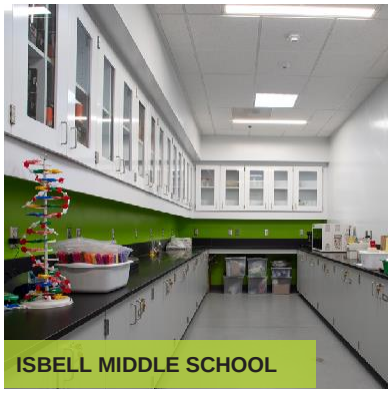
Modernizations on Existing Campuses

Modernization projects present a unique challenge to the design team in addition to those encountered in new construction. They are bound by regulatory limits affecting funding maximums, mandatory minimum spending to accommodate physically disabled accessibility, functional and facility program needs—each dictating user priorities. It truly is an interactive process to meet all the criteria. At the heart of any modernization project is the existing facility. Investigating, assessing and evaluating existing facilities are keys to identifying and prioritizing the work that needs to be done. Field investigation includes, site visits by IBI Group and our team of consultants to verify existing conditions and identify possible areas of work.



Transformative Projects on Existing Campuses

Public education for future generations challenges us to look beyond traditional forms of learning and teaching to envision learning communities that enable educators to collaborate, share best practices and integrate into classrooms. This means creating relevant, real world, Next Generation environments with accessible learning tools, technologies and resources that expand community and international involvement in learning, both face-to-face and online; architectural designs that support group, team and individual learning. We have worked with numerous Districts to understand how they want to deliver educational experiences and respond with the appropriate facility design. We take special pride in our experience and success with our process.


ISBELL MIDDLE SCHOOL

Creating design solutions on highly visible and/or constrained sites require accepting the constraints of the box while pushing the solutions to the limit of the box. The design of the new is an excellent example of this action. At Isbell MS, the District wanted new STEM classroom along with flexibility to carry out other classes when needed. IBI Group worked with the structural engineer and the District to evaluate the abandoned locker/shower building and saw an opportunity to transform them into new flex classrooms. The result was that the District received state funding under the AB300 program to upgrade the old dilapidated building to current code and with additional local bond funds, the District is now enjoying two Flex Labs.

Another instance of outstanding adaptive re-use projects would be the At Pomeroy Elementary, Curtner Elementary and Zanker Elementary Schools, existing spaces were converted into flexible project-based learning centers, each with its own identity and characteristics derived from the users. Remodeled spaces were constructed to modernize the educational environment and enhance the learning experience for the resident elementary school students. IBI Group programmed each space with a committee drawn from the individual campus and arrived at three distinct solutions. Zanker Elementary School was a conversion of the old multi-purpose building into a student maker space complete with wet and dry areas for projects. The Learning Center at Curtner was created to provide flexible space from the old library and adjacent classrooms that can expand into a large training facility for staff or contract into separate small team collaboration spaces. All spaces are easily converted with the use of agile furniture and walls. Pomeroy Elementary School converted a multipurpose building into a media center that combines a library area and flexible learning space. The new area provides the area for several classrooms to collaborate on projects as well as small group breakout.

"To witness its transformation from a tired and well-loved space to a contemporary, vibrant, and welcoming nucleus for student life has been nothing short of inspirational. Not only is the space aesthetically beautiful and inspiring, but the manner which our students are engaging with the space and with each other in the space is equally inspiring…it's architecturally striking with beautiful appointments and finishes and showcases the love that went into its planning by our phenomenal design team. But the Campus Center is so much more than a newly renovated building it is the heart, the soul, the spirit and the living room of West Valley College."

- LORI GASKIN, PH.D., WEST VALLEY COMMUNITY COLLEGE, PRESIDENT

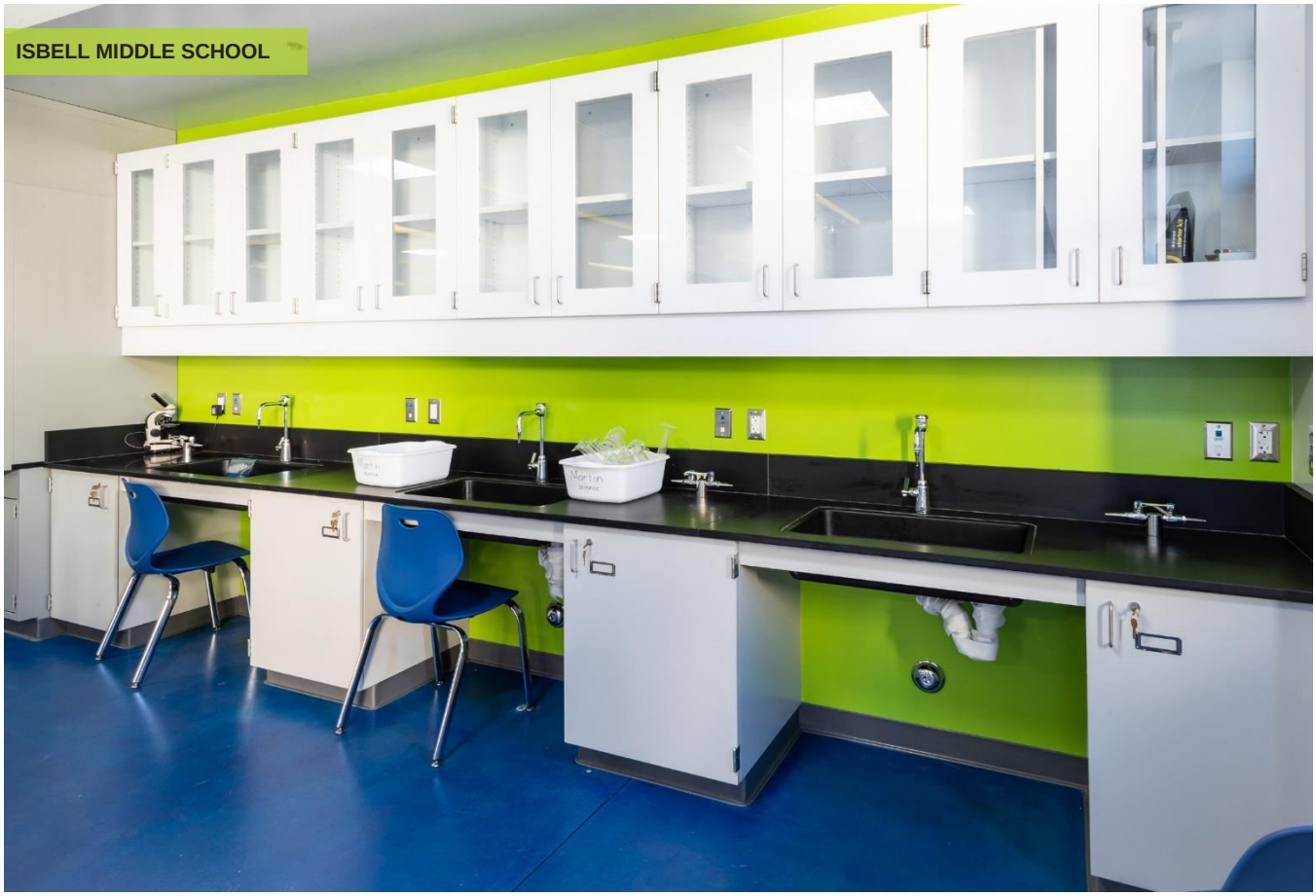


CURTNER ELEMENTARY SCHOOL

Partial List for Elementary School Renovations in the Last Five Years

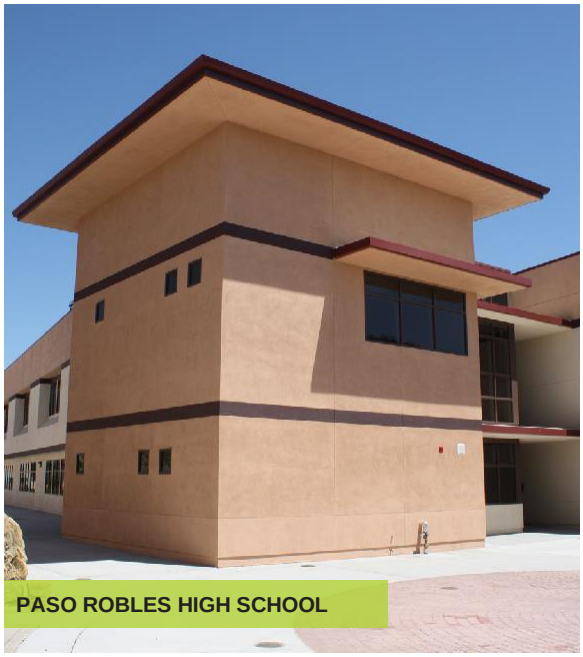
PROJECT	DISTRICT	COMPLETION
Bessie Owens Elementary and Middle School Modernization – 21st Century Upgrades to Classroom, New Modular Classrooms, Administration and Library	Bakersfield City Unified School District	In Design
Sandpiper ES Modernization and new Two Story Classroom Building	Belmont-Redwood Shores School District	2017
Cipriani ES Modernization and new Two Story Classroom Building	Belmont-Redwood Shores School District	2017
Cherrywood Elementary School	Berryessa School District	In Construction
Cupertino Middle School Modernization and Additions	Cupertino Union School District	
Dilworth Elementary School Modernization and Additions	Cupertino Union School District	September 2017
Kennedy Middle School – Upgrades to Existing Administration and Library	Cupertino Union School District	2019
Lincoln ES Modernization – Reconfiguration and Upgrades to the Administration	Cupertino Union School District	August 2019
John Muir ES Modernization and New Administration	Cupertino Union School District	June 2016
HVAC System Upgrades at Discovery Elementary, Endeavour Elementary and Columbia Elementary	Fruitvale School District	October 14, 2014
MacArthur Elementary School Campus-Wide Modernization	Long Beach Unified School District	August 2019
Cleveland Elementary School Campus-Wide Modernization	Long Beach Unified School District	November 2018
Riley Elementary School Campus-Wide Modernization	Long Beach Unified School District	November 2018
Taylor Middle School Modernization – Campus Upgrades and New Cafeteria Addition	Millbrae Unified School District	2014





PROJECT	DISTRICT	COMPLETION
Curtner Elementary School Modernization and New Learning Center	Milpitas Unified School District	October 2014
Mabel Mattos Elementary School	Milpitas Unified School District	August 2018
Pomeroy Elementary School Modernization and New Learning Center	Milpitas Unified School District	October 2014
Zanker Elementary School Modernization and New Learning Center	Milpitas Unified School District	October 2015
Olga Reed School – Multipurpose Room Improvements	Orcutt Unified School District	2013
District Office Modernizations	Panama-Buena Vista Unified School District	December 31, 2014
District Office Modulars	Panama-Buena Vista Unified School District	October 23, 2014
Main Avenue ES New Classroom Building	Robla School District	2018
Central Park Elementary School Modernization and New Two Story Classroom	Santa Clara Unified School District	August 2019
George Mayne Elementary School Modernization	Santa Clara Unified School District	August 2018
Isbell Middle School Flex Labs – Renovation of a shower locker building to Flex labs	Santa Paula Unified School District	2019

2 Challenges of Phased School Construction



PASO ROBLES HIGH SCHOOL





IBI Group understands the challenges presented with campus additions and modernizations. We understand how to efficiently utilize space, and how to keep campuses operational during construction. We are connoisseurs at addressing highly complicated projects, such as whole campus conversions, multiple additions, campus-wide modernizations, ADA upgrades and selective modernizations. Phasing brings an added level of complexity to existing projects. IBI Group is well aware of these challenges and works with the District and School Site Stakeholders to minimize the impacts on the users. One such example would be working with the **Paso Robles High School District** in developing the construction phasing for the modernization of 5 existing buildings by three separate contractors over a two year period.

Project “A” included Building 200 (Math/English and Social Studies); Building 300 (existing Sciences); Building 400 (conversion of standard classrooms to sciences).

Project “B” included Building 500A (conversion of ASB to Band and Teacher Lounge); 500 B (the PAC remodel and addition); 500 C (arts renovation)

Project “C” included Building 600 A (Construction Technology renovation) and 600B (conversion of welding lab into Information technology)

Working with the contractors and the District, IBI developed a phasing plan based on these principles:

1. Allow for housing students in existing classroom space without adding new relocatable classrooms to the campus (while not disrupting student life too much).
2. Allow for completion of predecessor tasks by each contractor in such a way as to not delay the other contractors.
3. Allow for completion of the Performing Arts Center in time for the opening performance of the first following year.

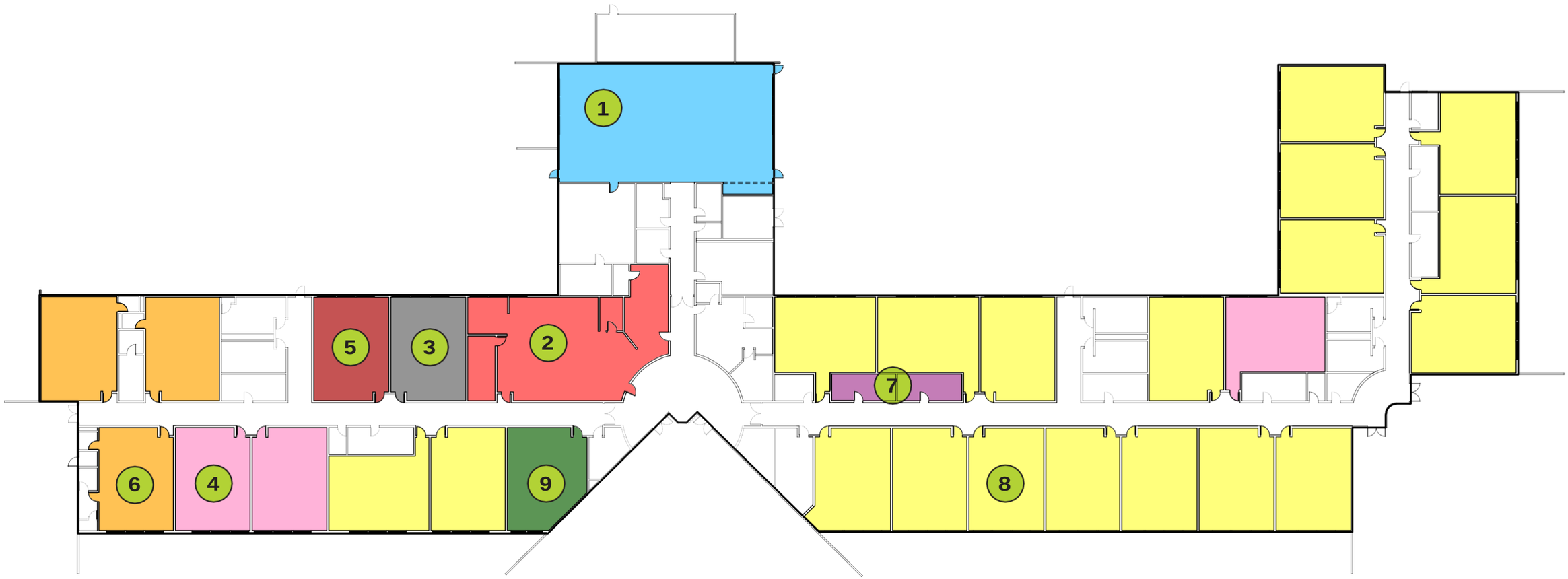
As part of the overall bond program schedule, a new two story classroom building designed by IBI to replace existing portable classrooms was completed prior to the modernization effort. The first objective was met by being able to house students in these new classrooms and not taking the existing portable classrooms out of service until the completion of the modernization.

Working closely in a lease-lease-back negotiation with the District and the three separate contractors, IBI Group developed a coordinated construction schedule that identified each task from all contractors and the interrelationships between each contractor's individual construction schedules. The coordinated schedule was reviewed and accepted by all three contractors. **This process accelerated the overall schedule to allow completion one year earlier than originally anticipated and saved the District thousands of dollars in General Contractor costs.**

	2012								2013								
	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S
PROJECT A																	
Building 200 (Math/English/ Social Studies)																	
Building 300 (Science)																	
Building 400																	
PROJECT B																	
Building 500A																	
Building 500B																	
Building 500C																	
PROJECT C																	
Building 600A																	
Building 600B																	

3 Design Concepts

Overall Floor Plan – Christa McAuliffe Elementary School



LEGEND

1 MPR	3 PIANO LAB	5 STEAM ACADEMY LAB	7 COUNSELOR OFFICE	9 RESOURCE SPECIALIST PROGRAM
2 MEDIA CENTER	4 SPECIAL DAY CLASS	6 KINDERGARTEN	8 GENERAL CLASSROOM	

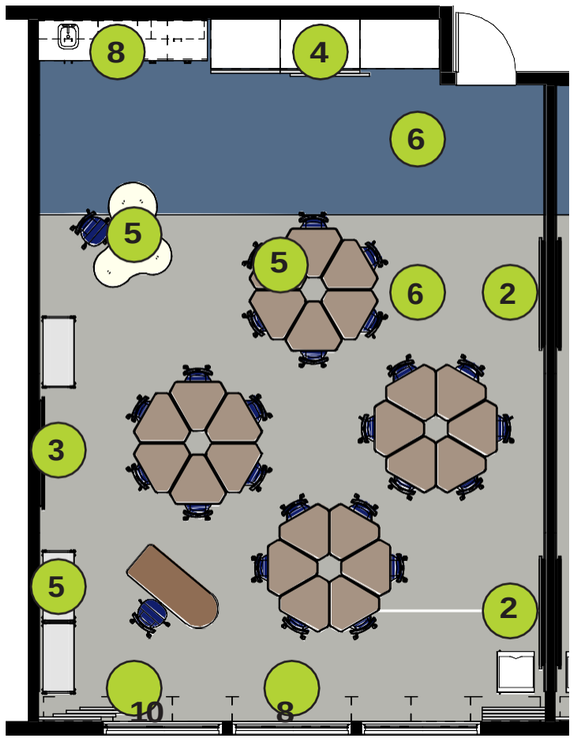
Overall Floor Plan – Emilie Ritchen Elementary School



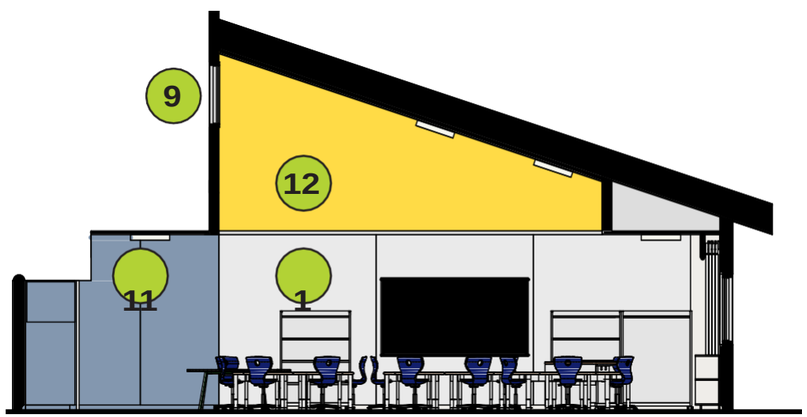
LEGEND

1	MPR	3	PIANO LAB	5	EXISTING MAKER SPACE/LAB	7	RESOURCE SPECIALIST PROGRAM
2	MEDIA CENTER	4	SPECIAL DAY CLASS	6	KINDERGARTEN	8	GENERAL CLASSROOM

Typical Classroom Layout



FLOOR PLAN

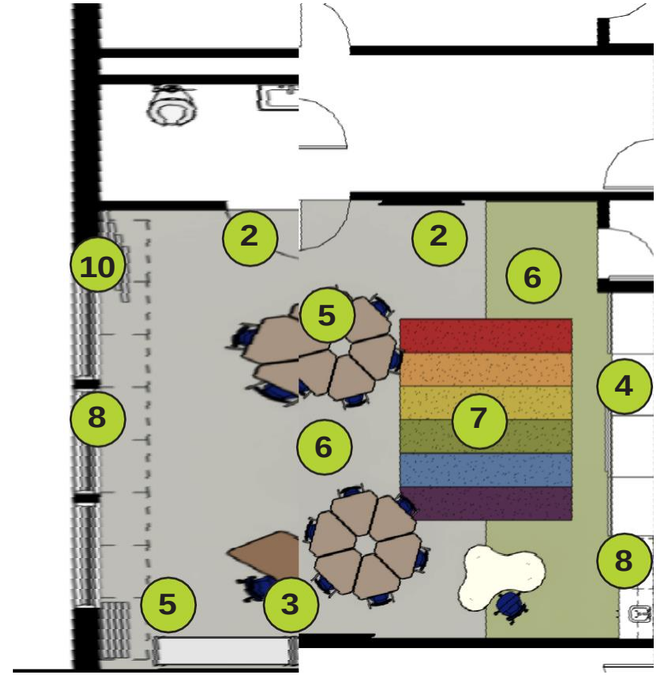


SECTION

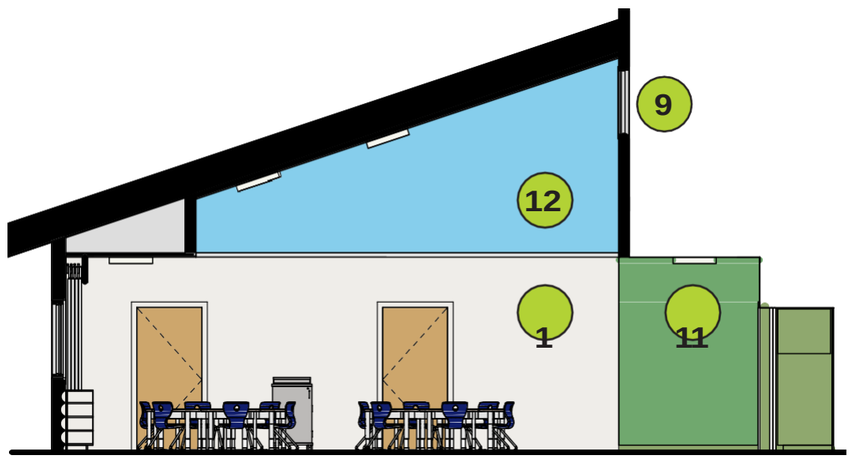
1 FLOOR TO CEILING MARKER BOARDS
2 DISPLAY MONITOR
3 EXISTING INTERACTIVE DISPLAY MONITOR
4 STORAGE W/SLIDING MARKER BOARD
5 FLEXIBLE MOVABLE FURNITURE
6 VINYL COMPOSITION TILE FLOORING
7 CARPET
8 (E) CASEWORK WITH NEW FINISHES
9 ROLLER SHADES
10 SLIDING MARKER BOARDS
11 TACKABLE WALL SURFACE
12 PAINT ACCENT

LEGEND

Typical Kindergarten Layout



FLOOR PLAN



SECTION

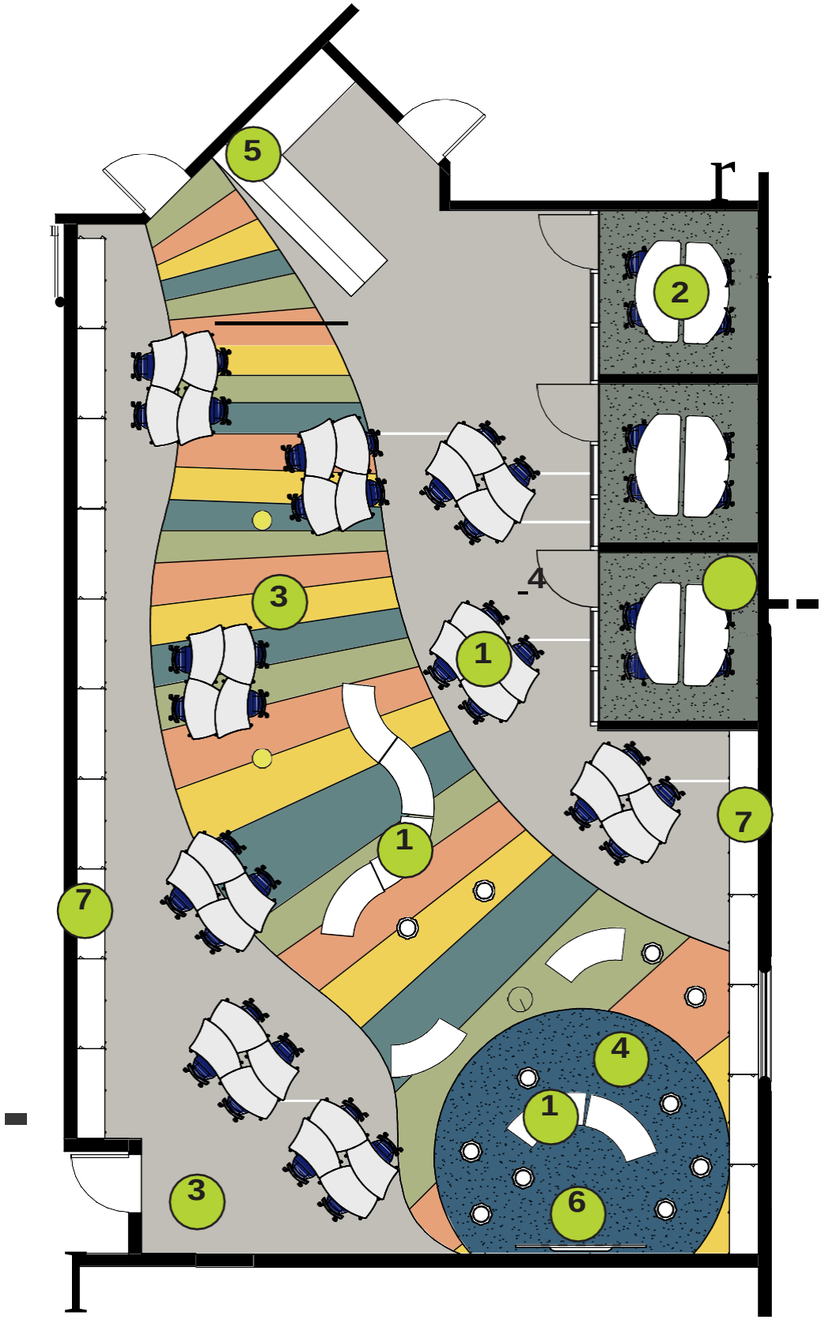
Typical Classroom View



Typical Kindergarten View



Media Center Layout



FLOOR PLAN – EMILIE RITCHEN

1 FLEXIBLE MOVABLE FURNITURE

2 BREAK ROOM

3 VINYL COMPOSITION TILE FLOORING

4 CARPET

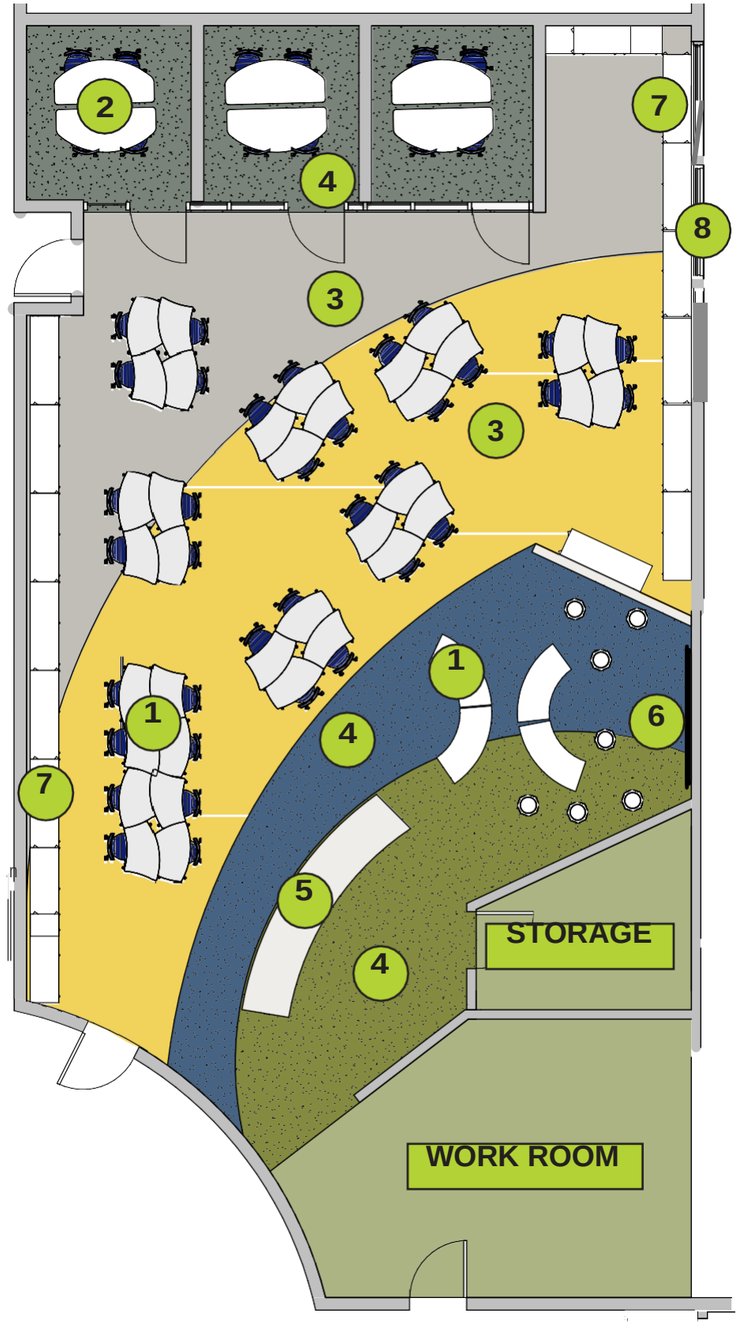
5 RECEPTION DESK

6 DISPLAY MONITOR

7 BOOK SHELVING

8 ROLLER SHADES

LEGEND



FLOOR PLAN – CHRISTA MCAULIFFE

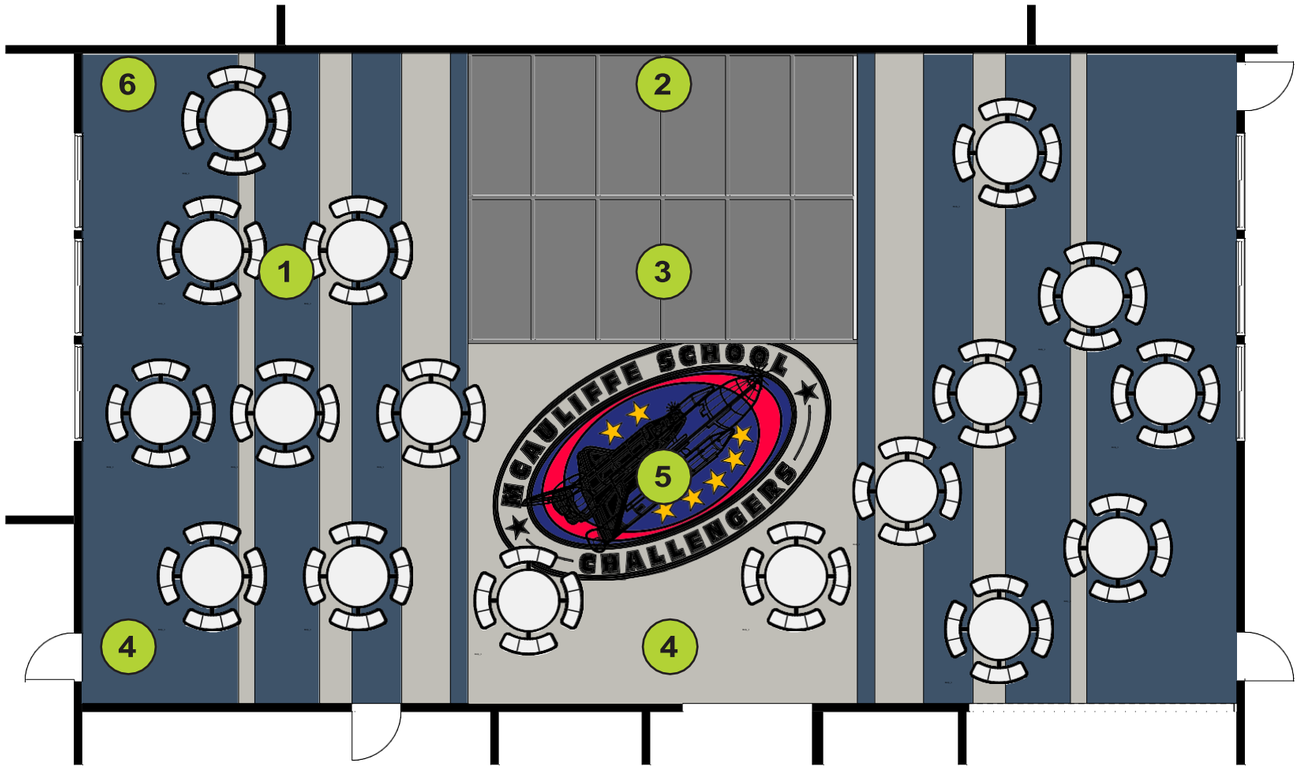
Media Center View - Christa McAuliffe Elementary School



Media Center View – Emilie Ritchen Elementary School



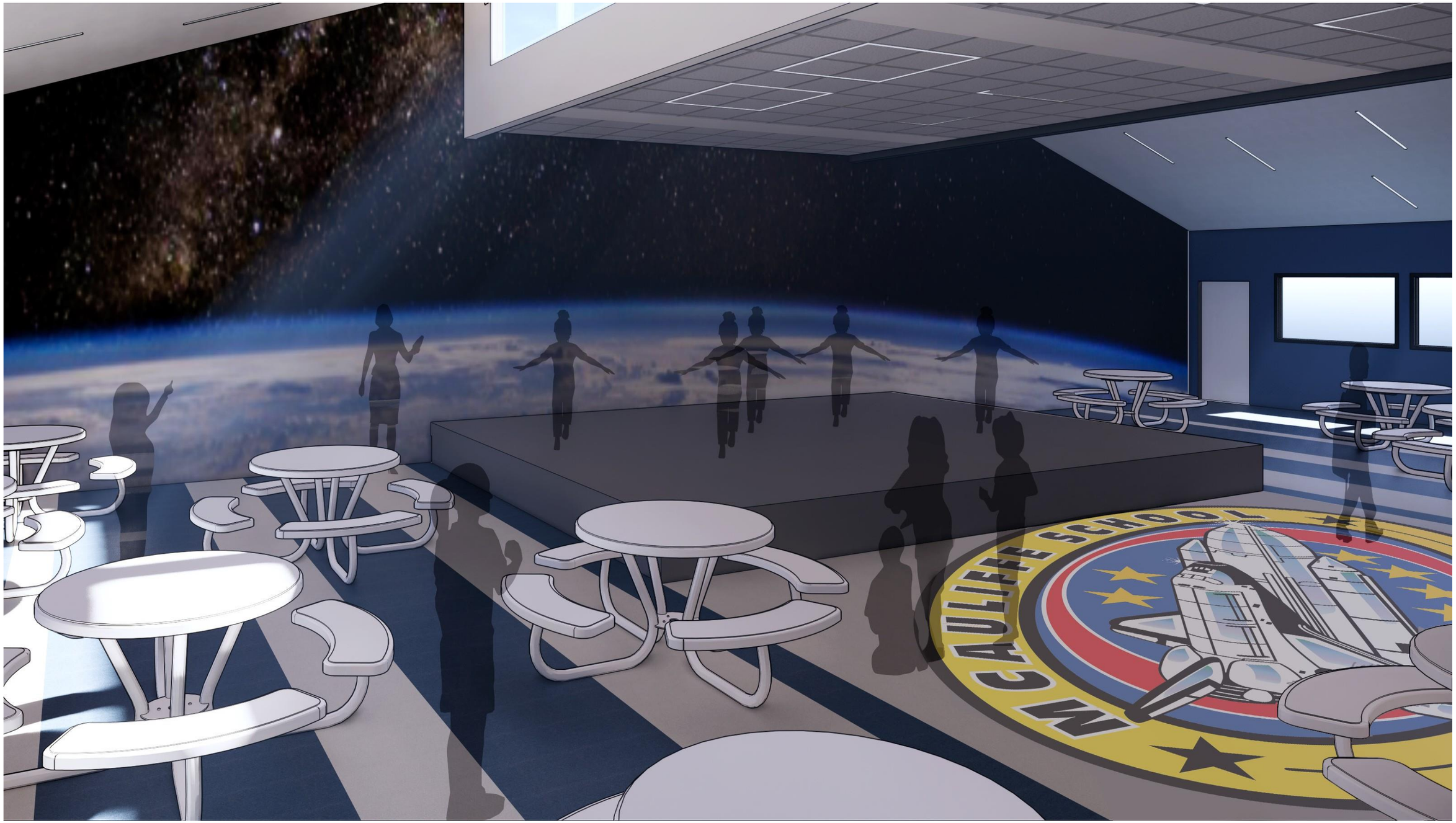
Multi-Purpose Room Plan - Christa McAuliffe Elementary School



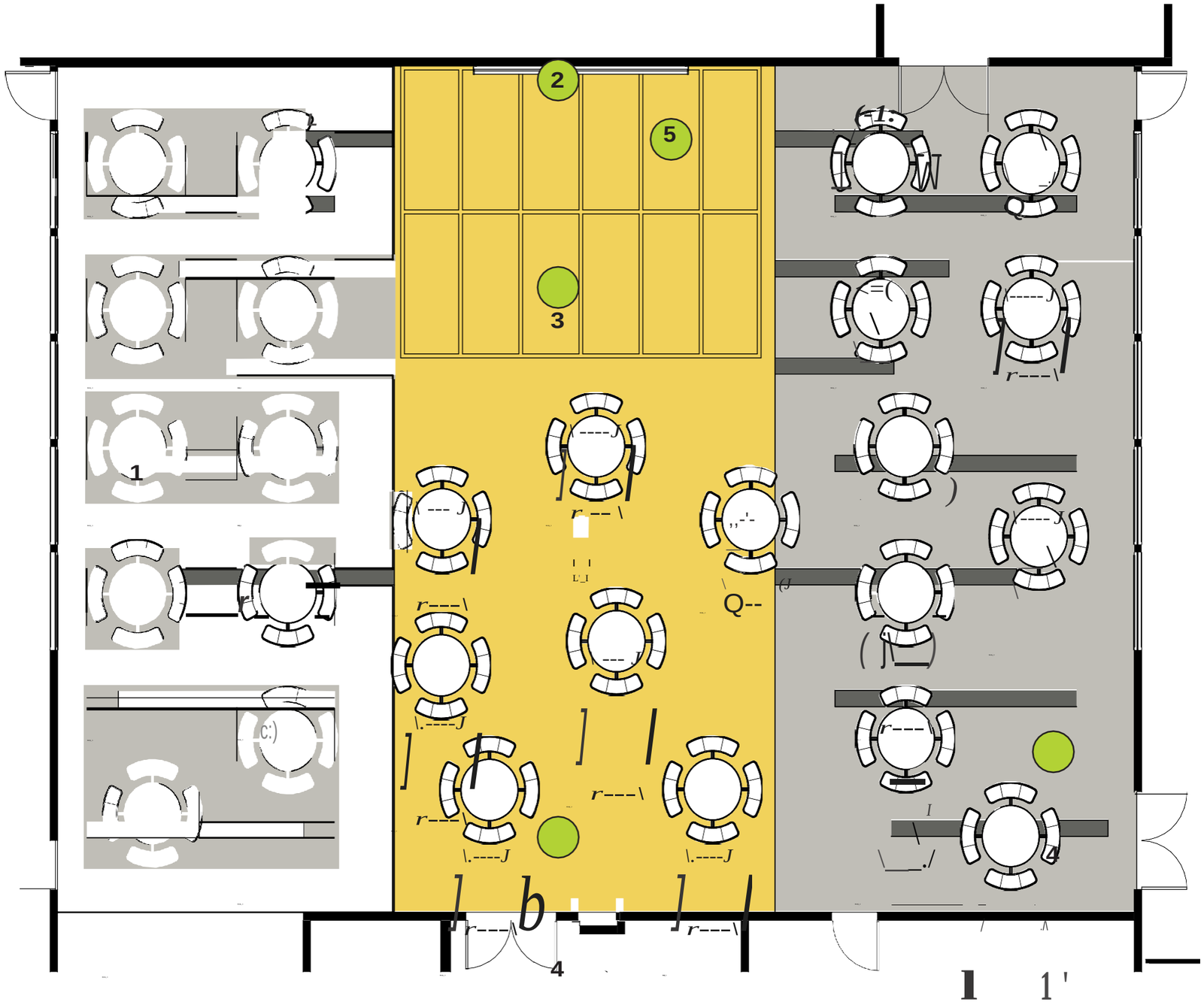
1. FLEXIBLE MOVABLE FURNITURE
2. SCREEN AND PROJECTOR
3. DEMOUNTABLE STAGE
4. VINYL COMPOSITION TILE FLOORING
5. VINYL COMPOSITION TILE LASER CUT INLAY
6. VINYL WALL GRAPHIC

LEGEND

Multi-Purpose Room View - Christa McAuliffe Elementary School



Multi-Purpose Room Plan – Emilie Ritchen Elementary School



1. FLEXIBLE MOVABLE FURNITURE
2. SCREEN AND PROJECTOR
3. DEMOUNTABLE STAGE
4. VINYL COMPOSITION TILE FLOORING
5. PAINTED SCHOOL LOGO ON WALL

Multi-Purpose Room View - Christa McAuliffe Elementary School

LEGEND


EAGLES TAKE FLIGHT
E M I L I E
RITCHEN
A SCHOOL OF SCIENCE & TECHNOLOGY

4 Meeting or Accelerating Proposed Project Timelines

"...The outstanding quality of their work, the ability to meet agreed upon time lines and the skill to stay within projected costs have all been greatly appreciated. The staff at IBI Group has also shown the ability to address issues in a timely fashion, with an eye for minimizing impacts to project cost and schedule, and the needs of the owner. The principals, project managers, and support staff have been accessible and available whenever necessary. They have been helpful in the evaluation of diverse needs, views, and input from the various stakeholders, have listened intently, and have responded to the City's needs in a positive and professional manner."

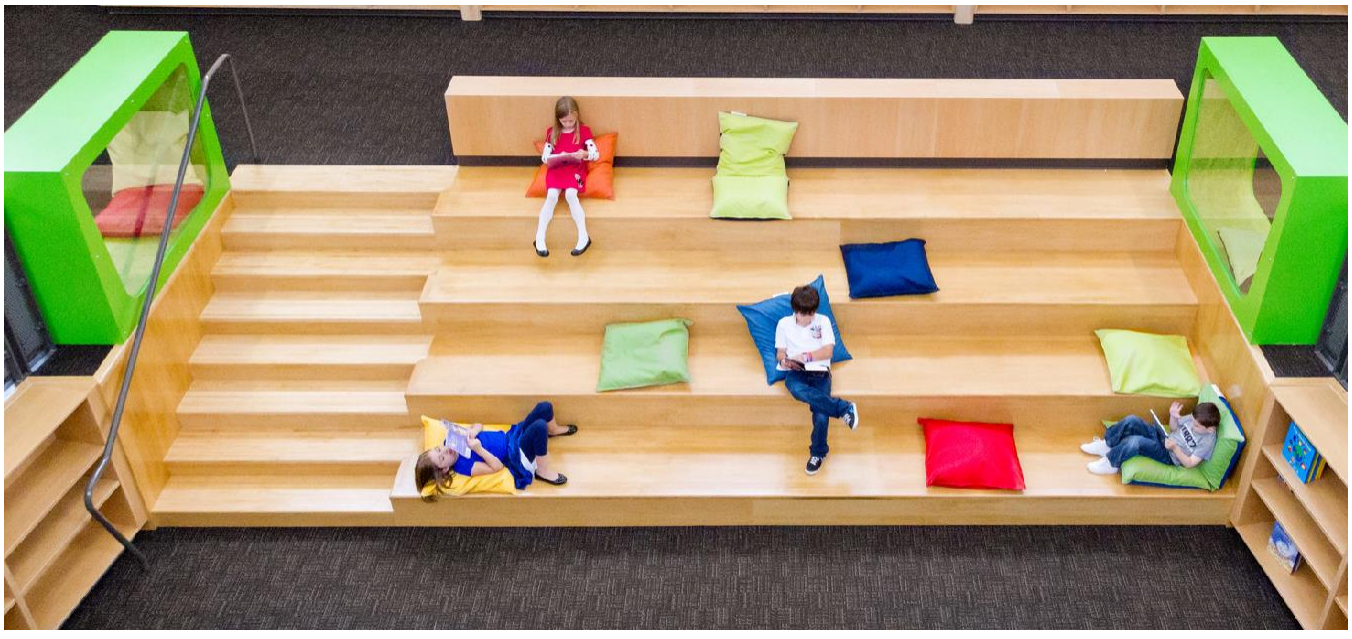
- RODGER OLDS, P.E., MBA
PRINCIPAL CIVIL ENGINEER
CITY OF SANTA MARIA

IBI Group is highly experienced in meeting schedules and timelines. In fact, many clients enlist our services for this one reason. Just a few of our success stories include:

- Successfully modernizing 12 projects at one District over the summer,
- Completing a 3-story classroom building from inception to completion in 18 months.
- Building a new K-8 non-modular school from programming to occupancy in just over 24 months, including agency review time.

Good design, maintaining budget and schedule control begins at the initial planning of the project. Senior staff with extensive facility planning and design experience will be proactive in initiating appropriate means to effectively manage or accelerate the schedule. We will work closely with the District, the program manager, and the LLB Contractor from the start to identify realistic milestones that can be adhered to throughout the process and that are agreed to by all parties. We make sure to include time for decision making, phase and document review, agency review, and construction phasing.

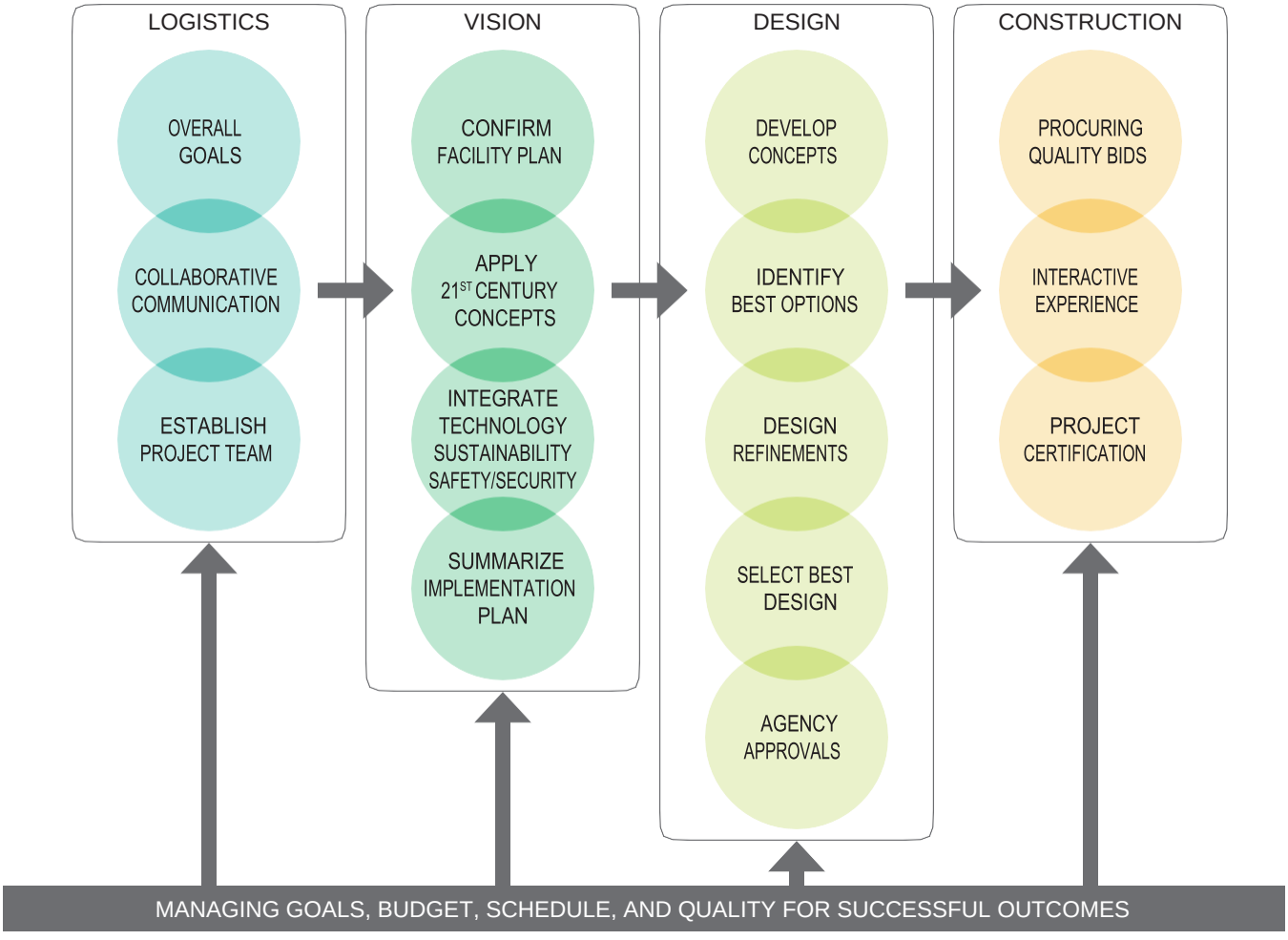
We have developed schedules where design phases overlap or projects are broken out into increments so that certain aspects can start ahead of other yet to be completed areas so as to get a head start. We have employed this method in both design and construction phases.



Early consultation with DSA assists the planning project in anticipating code and state requirements that affect the choices available. We are at DSA frequently to expedite projects through the bureaucracy. Our firm typically has implemented preliminary reviews with DSA as a way of proactively assessing critical issues. Your plans are reviewed face to face with the DSA staff very early on in the process, thus avoiding any misunderstandings and potential delays.

IBI takes a very proactive role in resolving issues before they affect the schedule or budget. Knowing who to talk to, what forms to use and treating DSA individuals as they are part of our team and the solution really eliminates the potential for delays. We understand the submission process and our submissions are complete. When clarifications are requested, or DSA field changes occur, we respond quickly, thus reducing any potential time delays.

During construction, a large part of maintaining the project finish date is to closely monitor the construction schedule, attend the weekly site meetings to monitor progress, review and respond to RFIs, submittals, and DSA requests in a timely manner. When consistently adhered to by all members of the construction team, when the project does have an interruption in the schedule, everyone can quickly determine an alternate means to get back on task. The contractors are required to provide “make-up” means and schedules to get their work back on the master schedule, our task is to assist in our capacity to not add additional burden to the schedule.



5 Lease-Leaseback Delivery Method Experience

Over the last four decades, IBI Group has developed projects in a wide variety of construction delivery methods. We are able to deliver design and construction administration services for traditional Design-Bid-Build (DBB), Multiple Prime Contracts, Design Build, Bridging Design Build, Modular Construction, CM at Risk, P3s and Lease-Lease Back (LLB).

We have developed hundreds of projects using the LLB delivery method and understand that the keys to success are as follows:

- Strong Owner
- Good Design Documents (IBI)
- Qualified General Contractor with a realistic bid number
- Strong Construction Observation + Administration (IBI Value Add)

We have developed many projects over the last two decades using the LLB construction project delivery method for Districts that use agreements based on Education Code Section 17406.

Assessing capabilities and methodologies prior to pricing a project allows the District to weigh the competency of the builder and their design phase capabilities. It has been our observation that LLB reduces the District risks attributed to schedule delays, poor quality work and rising costs. We have worked with the LLB contractors from initial kick-off meetings, through all phases of design, agency approval and construction. Having the LLB Contractor provide pre-construction services early in the project provides continuity and understanding of the issues and decisions that provide the basis of the final DSA approved construction documents.

IBI, the District and LLB will together review program, constructability issues, value engineering options and costs at each phase to collaborate to produce the best outcome. This type of delivery method is often very successful since there is a feeling of teamwork and joint accomplishment between all parties.

One advantage with LLB is that time can be saved and the schedule shortened because the documents will have been continuously reviewed and coordinated earlier, pricing can be done along the way, and construction schedules can be shortened with pre-purchasing of long lead items and some flexibility in negotiating subcontractor or material costs.

Additional advantages to this type of construction delivery method allows the contractor, with the review by the District, to choose from a selected listed of pre-qualified sub-contractors ensuring better quality and competitive pricing to be below the guaranteed price. **There is often little or no change orders associated with the project.**

Assembly Bill 566, effective Jan. 1, 2016, requires lease-leaseback developers to use “skilled and trained workforce at every level of the project.” This will need to be assessed carefully by the LLB. Lastly, since the Builder has a reputation to maintain, they tend to perform at a higher level.

IBI Group has worked on nearly 100 Lease-Lease Back projects, including the following in California:

- Oxnard School District, Rose Avenue K-5 Replacement School (DSA Approved)
- Robla School District, 2-Story Classroom Building
- Montebello Unified School District, Applied Technology Center
- Paso Robles Joint Union High School District, 2-Story Classroom Building
- Paso Robles Joint Union High School District, CTE Agriculture Building
- Lammersville School District, New K-8 Campus
- Santa Clara County Office of Education, Multiple Projects

6 Assigned Personnel

IBI Group has the available staff resources to successfully fulfill the needs for Oxnard School District projects. We recognize clients select design professionals on the experience, strength and "fit" of the complete team. Therefore, we took great care in analyzing the talents and personalities of our staff and pool of qualified consultants, compared to your facility needs, requirements of your project, and schedule when assigning our members to your team.

In combining the appropriate personnel to fit your needs, you benefit from a single point of responsibility, fixed accountability, efficient coordination, and effective communication. Most importantly, we manage our core services with an emphasis on developing an understanding of your unique culture—an idea whose success is supported by a long history of successful educational facility projects for repeat clients.

Project Director | Senior Principal – Craig Atkinson, AIA, NOMA, LEED AP

Mr. Atkinson is a highly talented architect with more than 29 years of experience in planning, designing, detailing projects and coordinating multi-disciplinary design teams for their successful execution and completion. He has been chosen to lead your project because of his knowledge and extensive "know how" in educational project consensus building, design, planning, project delivery and quality control. In his position as the Education Lead, he brings the expertise to take understand the impact that the renovations/additions will have on student performance and to lead the process of communication with the community. As the Project Director | Senior Principal, Craig will be the Architect of Record responsible for contract negotiations, overall quality control, and commitment of firm resources to successfully complete the project.

Most Recent Experience with Next Generation Learning Projects:
Rose Avenue K-5 School, Oxnard School District (DSA Approved); Shenandoah ES Modernization/Addition Criteria Documents, Los Angeles Unified School District; Grant HS Comprehensive Modernization, Los Angeles Unified School District



+ Education

- California Polytechnic State University, San Luis Obispo; Bachelor of Architecture (1990)
- Danish International Studies Kobenhavns Universitet Copenhagen, Denmark (1988-1989)

+ Registrations/Accreditations

- Registered Architect, California #C-25387
- LEED Accredited Professional

Project Manager | Lead Designer – Andrew Miller, AIA

Andrew will be your main point of contact and serve as both the Project Manager and Lead Designer for your McAuliffe and Ritchen Modernization projects. Mr. Miller has been selected due to his extensive and varied project experience ranging from planning through construction, including building code compliance reviews and successful agency submittals. Andrew is proficient in using the built environment to achieve better **learning** outcomes. His leadership skills include the management of complex, multi-phased projects, building consensus, programming, design, and agency approval and construction administration. Andrew will be working closely with you during the design and construction documentation of your project and continue to monitor the overall progress during construction.

Most Recent Experience with Next Generation Learning Projects:
Rose Avenue K-5 School, Oxnard School District (DSA Approved); Shenandoah ES Modernization/Addition Criteria Documents, Los Angeles Unified School District



+ Education

- Bachelor of Architecture from California Polytechnic University, Pomona

+ Registrations/Accreditations

- Registered Architect, California C27070



+ Education

- Kamla Raheja Vidyanidhi Institute for Architecture, Mumbai, India, Bachelors of Architecture (2001)
- Cerro Coso Community College, Ridgecrest, CA Associates in Science, Digital Animation (2005)

+ Registrations/Accreditations

- Registered Architect, California, USA C36379
- Registered Architect Mumbai, India CA/2002/29311
- Revit Architecture Certified Professional

BIM/Sustainability Lead – Janvi Kanani, AIA, LEED AP BD+C

IBI Group assigns a BIM Manager to each project. The BIM Manager oversees the modeling and design documentation for an integrated project delivery process that provides greater potential for early collaboration and information sharing. With over nine (9) years of BIM experience and more than thirteen (13) years in education buildings, Janvi will lead this role. Her ardent passion and knowledge for sustainable design enables her to incorporate strategies that consider the environment, building efficiency and user satisfaction. The unique combination of her BIM knowledge, LEED experience and next generation facilities will bring tremendous value to your projects at Oxnard School District.

Most Recent Experience with Next Generation Learning Projects: Rose Avenue K-5 School, Oxnard School District (DSA Approved); Isbell Middle School Flex Labs, Santa Paula Unified School District; Mary Chapa Elementary School Administration and Library Addition, Greenfield Unified School District



+ Education

- Master of Architecture, University of Minnesota, Twin Cities, MN, 2005
- European Port Cities Study Abroad (2004), 2nd Year M. Arch Coursework
- Bachelor of Arts (Architecture), University of Minnesota, Twin Cities, MN, 2002
- Oaxaca, Mexico Study Abroad (2001), Undergraduate Architectural Coursework

+ Registrations/Accreditations

- Registered Architect, California C-35894
- NCARB Certified #84591

Interior Designer/FF&E Specialist – Angela Ball, AIA, NCARB

Angela is a talented Architect and Interior Designer with more than 14 years of comprehensive experience in architecture and interior design of various public projects. In that time, she has worked through all phases of a project on new and remodeled educational, public, and commercial projects. She works closely with both the client project team and design consultants for an effective and timely project delivery. Her experience in space planning and interior design provides her with a thorough knowledge and understanding of building procedures, policies and working relationships of each functional area. The value to you is not only someone who can specify appropriate and innovative FF&E, but understands their impact on the built environment.

Most Recent Experience with Next Generation Learning Projects: Rose Avenue K-5 School, Oxnard School District (DSA Approved); Isbell Middle School Flex Labs, Santa Paula Unified School District; Three Academic Core Buildings Programming & FFE, Ohlone College

Subconsultant Team

Budlong and Associates

Principal Mechanical Engineer – Sunil Patel, PE, CxA, LEED AP
35 Years' Experience



Sunil has over 33 years' experience in mechanical engineering including HVAC, plumbing, steam, compressed air and heat recovery, fire protection, and medical gas systems. He has designed mechanical systems for education facilities throughout California including new schools, laboratories, gymnasiums and renovations to existing facilities. His typical responsibilities include coordination, design, development, written specifications, cost estimates, construction observation, energy compliance and equipment selection for mechanical engineering projects. He has also completed numerous comparative energy utilization studies for thermal and electrical energy generation technologies. Relevant project experience includes OUHSD Camarillo HS, Rancho Campana HS, La Canada USD, PVSD Prop 39 HVAC Upgrades – La Mariposa ES, Las Colinas MS, Rancho Rosal ES, Tierra Linda, ES, Valle Lindo ES.

Project Manager – Patrick Fitzsimmons, MEP
18 Years' Experience



Patrick Fitzsimmons brings to our team expertise in working with multiple disciplines such as mechanical, plumbing and electrical. His experience has been coordinating mechanical, plumbing and electrical disciplines for the Los Angeles Unified School District (LAUSD), Long Beach Unified School District, Colonial Housing Project (Oxnard, CA), Teledyne (Thousand Oaks, CA), and Moorpark Community College (Moorpark, CA). He is an asset to our team by keeping projects cost effective by being informed of budget constraints and being diligently communicative with consultants and clients at all phases of project. Relevant project experience includes OUHSD Camarillo HS, Rancho Campana HS, La Canada USD, PVSD Prop 39 HVAC Upgrades – La Mariposa ES, Las Colinas MS, Rancho Rosal ES, Tierra Linda, ES, Valle Lindo ES.

Plumbing Engineer – Kelly Schall
30 Years' Experience



Kelly Schall leads the B&A's Plumbing Design Department. He has led numerous projects from their inception through procurement and completion of construction. Adept at establishing a precise and complete scope of work, projects led by Mr. Schall invariably proceed smoothly through the various phases of design, cost estimation, segregation of costs, creation of project specifications, construction phase and ultimate project completion. Relevant projects include OUHSD Camarillo HS, Rancho Campana HS, LBUSD Prisk ES, Cubberly ES, Millikan HS, CLU.

BUDLONG & ASSOCIATES, INC.
MEP CONSULTING ENGINEERS



Electrical Engineer/MEP Designer – Manan Christian, PE
3 Years' Experience

Manan Christian gained knowledge in mechanical design while working with mechanical designer, also created mechanical designs for single family, multifamily and custom homes using uniform mechanical code, California mechanical code, ASHRAE and local jurisdiction requirements, with the help of design software like Wrightsoft and energy pro for commercial projects. Self-learned solar design from scratch and provided solar designs for various residential projects including custom homes. Proficient knowledge in Energy calculations including mechanical, electrical and envelope and has experience or is currently working on the following projects: OUHSD Camarillo HS, OUHSD Rancho Campana HS.

SSG
structural engineers



SSG Structural Engineers

Principal Structural Engineer – Michael E. Parolini, PE, SE

Michael is a California licensed Structural and Civil Engineer. He has been designing education projects at the K12, Community College and University level for almost two decades. His experience covers all aspects of Structural Engineering, including new construction, modernizations, risk evaluation and structural evaluation.

Since 2005, Michael has been a member of the Faculty at California Polytechnic State University, San Luis Obispo (Cal Poly). As a Lecturer in the Architectural Engineering Department he has taught classes in Structural Graphics, Industry Communication, Timber and Steel. He takes pride in giving back to his Alma Mater in a sharing of knowledge capacity.

Representative K12 Classroom Projects:

- Rose Avenue K-5 School, Oxnard School District (DSA Approved)
- Atascadero High School Building 1200 & 1100 Classroom Modernizations; Atascadero High School District
- Solvang Elementary School New Classroom Wing, Multipurpose Room, and modernizations (Phase II-IV); Solvang Elementary School District
- Isbell Middle School Adaptive Reuse & Modernization for New Science Classrooms; Santa Paula Unified School District
- Atascadero High School New Science & Shop Classrooms; Atascadero High School District
- Redwood Middle School Modernization of Main Classroom Wing; Conejo Valley Unified School District

7 Community-Oriented Design Approach

IBI Group is well aware of the distinct culture that makes up the Christa McAuliffe & Emilie Ritchen Elementary School Campuses. We have been working with Oxnard School District on projects since the late 1980's. IBI Group has practically worked on every campus in the District in some capacity including assisting Design West Architects with the development of the Christa McAuliffe ES. In addition, we also worked on Emilie Ritchen ES where we improved the plans for the Multipurpose and Library for efficiency. **We are excited to continue our work with Oxnard School District in updating these elementary schools to meet the needs of the next generation learning.**

We will collaborate with the District's design team, and feel that discussing the project issues in a couple of workshops that include the District's Program Manager, IBI Design Team, a small selected committee comprising of the Principal + Staff, Maintenance & Operations Staff, and the Community would be a highly effective tool. This will allow us to gather information, share our findings and incorporate the feedback from the workshops to ensure the success of the projects.



8 Cost Estimate

IBI Group has evaluated all of the available information to determine a conceptual statement of probable cost indicated below for the indicated scope of work at McAuliffe and Ritchen Elementary School for the Oxnard School District. At this very early stage we have made some assumptions based on our four decades of experience. Moving forward with the District and the Program Manager we will continue to develop a scope of work, and budget, that will assist the District in meeting the vision of a 21st century learning environment. The following are the assumptions made in developing this proposal.

Attachment B - Cost Comparison Sheet

District Specification and Budget				Architect's Proposal				
McAuliffe Elementary Improvements	**Net Total**	**Unit**	**Hard Cost Budget**	***Description (Same format as District Specification)***	***Net Total***	***Unit***	***Variance from District Spec.***	***Est. 2019 Total Cost as Proposed***
21st Century upgrades to 28 existing permanent classrooms		sf		21st Century upgrades to 28 existing permanent classrooms	24940	sf		$ 2,394,240
21st Century upgrades to library/media center		sf		21st Century upgrades to library/media center	1960	sf		$ 284,200
Improvements to the MPR area		sf		Improvements to the MPR area	3740	sf		$ 336,600
Upgrades to the HVAC system		sf		Upgrades to the HVAC system				$ 267,556
Convert supply rooms into office space		sf		Convert supply rooms into office space	450	sf		$ 5,000
Subtotal:		**sf**	**$ 3,471,821**	**Subtotal:**				**$ 3,282,596**
Assumptions								
Total Project Soft Costs								
21st Century Classroom and Support FF&E				21st Century Classroom and Support FF&E	28	ea		$ 770,000
Professional Services (e.g. architect/engineering/other consulting fees)				Professional Services (e.g. architect/engineering/other consulting fees)				$ 374,682
Agency fees, Inspection (IOR)				Agency fees, Inspection (IOR)				$ 99,000
Environmental, Legal				Environmental, Legal				$ 35,000
Project Contingency				Project Contingency	10	%		$ 347,182
Other (e.g.preliminary testing, energy analysis, misc)				Other (e.g.preliminary testing, energy analysis, misc)				$ 40,000
		Total Soft Costs	**$ 1,487,923**	**Total Soft Costs**				**$ 1,665,864**
		Total "All-In"	**$ 4,959,744**	**Total "All-In"**				**$ 4,948,460**
Ritchen Elementary Improvements	**Net Total**	**Unit**	**Hard Cost Budget**	***Description (Same format as District Specification)***	***Net Total***	***Unit***	***Variance from District Spec.***	***Est. 2019 Total Cost as Proposed***
21st Century upgrades to 28 existing permanent classrooms		sf		21st Century upgrades to 28 existing permanent classrooms	24,795	sf		$ 2,380,320
21st Century upgrades to library/media center		sf		21st Century upgrades to library/media center	1925	sf		$ 279,125
Improvements to the MPR area		sf		Improvements to the MPR area	3290	sf		$ 329,000
Upgrades to the HVAC system		sf		Upgrades to the HVAC system				$ 267,556
Subtotal:		**sf**	**$ 3,434,095**	**Subtotal:**				**$ 3,256,001**
Assumptions								
Total Project Soft Costs								
21st Century Classroom and Support FF&E				21st Century Classroom and Support FF&E	28	ea		$ 770,000
Professional Services (e.g. architect/engineering/other consulting fees)				Professional Services (e.g. architect/engineering/other consulting fees)				$ 370,910
Agency fees, Inspection (IOR)				Agency fees, Inspection (IOR)				$ 94,000
Environmental, Legal				Environmental, Legal				$ 30,000
Project Contingency				Project Contingency	10	%		$ 343,410
Other (e.g.preliminary testing, energy analysis, misc)				Other (e.g.preliminary testing, energy analysis, misc)				$ 40,000
		Total Soft Costs	**$ 1,471,755**	**Total Soft Costs**				**$ 1,648,319**
		Total "All-In"	**$ 4,905,850**	**Total "All-In"**				**$ 4,904,320**

* Hard costs are inclusive of all site work and demolition, General Conditions and requirements, Contractor's Bond, Risk and Insurance, Contractor's Fee and Overhead, and Construction Contingency.

Conceptual Estimate Assumptions:

1. Hard costs are exclusive of all site work and demolition, General Conditions and requirements, Contractor's Bond, Risk and Insurance, Contractor's Fee and Overhead, and Construction Contingency.
2. As noted in the Addendum, dated 09/10/2019, the following issues are excluded from the scope of work and fee calculation. Upon project award, IBI Group and consultants will investigate and provide additional scopes of services to address the following existing conditions:
   - A. Assess facility to identify and provide corrective measures to address existing water intrusion concerns.
   - B. Assess facility to identify and provide corrective measures upgrading existing fire alarm system to meet current standards.
   - C. Assess entire campus to identity and provide corrective measures to address existing accessibility concerns.
   - D. Evaluate condition of existing walk-in refrigerators/freezers and provide recommendations for repair or replacement.
   - E. Evaluate existing conditions at McAuliffe ES and provide recommendations for the replacement of the existing grease interceptor.
3. Provisions for the design and approval for interim housing is not included in this scope of work.
4. All exterior improvements to hardscape, landscape and playgrounds are not included in this scope of work.
5. No existing site reports were provided or reviewed as part of this estimate.
6. All major infrastructure is in good order and of sufficient capacity to support the existing facility.
7. Included 10% Accessibility Upgrades in the 21st Century Upgrades.
8. The accessible path of travel to the areas under consideration is compliant.
9. Used costs indicated in the RFP for the Additional Eligible improvements as indicated in the RFP.
10. Included 10% Accessibility Upgrades in the 21st Century Classroom Upgrades.
11. Project Contingency - 10%
12. Escalation not included

EXHIBIT "C"
BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

(1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.

(2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.

(3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.

(4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.

(5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.

(6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.

(7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.

(8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Lease/Leaseback Contractor (LLBC).

(9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.

(10) Utilize the standardized filing system as currently utilized by Architect.

(11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.

(12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.

(13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

B. ESTIMATES AND COSTS GENERALLY

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

(1) For purposes of this Agreement, "construction cost" for estimation purposes shall mean the total of any and all costs of the construction of the Project, including, without limitation, costs of site preparation, removal or demolition of existing structures, storm-water compliance and erosion control, construction of school buildings and ancillary facilities and improvements, and all other work, supplies, materials, services or other things of any nature whatsoever incidental or necessary work in connection with construction of the Project, construction management and job supervisor fees and other costs directly allocable to the Project, all costs and expenses including any application and processing fees, taxes or insurance premiums paid by the District for the Project, and administrative and other expenses necessary or incident to the Project. The term "construction cost" shall, for purposes of estimation only, include the costs incurred by the District for construction management and job supervisor fees. "Construction cost" shall not include all of the costs associated with preparing, generating or reproducing copies of any plans, specifications or other construction documents, including, without limitation, additional copies for any subcontractors prepared at District expense. The

term construction cost excludes property and similar taxes attributable to the Project site.

(2) The Architect shall review construction cost and total Project cost estimates at each phase of the Architectural Services. If such estimates are in excess of the construction and total Project budgets, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the construction budget for the Project.

(3) The Architect shall at all times include in each estimate of construction cost a contingency for construction change orders, in such amount as agreed by the District.

(4) The Architect shall at all times notify the District if adjustments to previous estimates of the total construction costs will be necessary due to market fluctuations or approved changes in scope or requirements.

(5) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the construction budget.

C. PROJECT INITIATION PHASE

Within ten days after receipt from the District of the notice to proceed with Architectural Services, the Architect shall complete all of the following:

(1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

(2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

(3) Participate in a general Project kick-off meeting to include the Architect's appropriate consultants, and District staff.

(i) The project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.

(ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.

(iii) Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.

(iv) Review and explain the task analysis and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

(v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

D. DEVELOPMENT OF ARCHITECTURAL PROGRAM

Upon receipt from the District of the notice to proceed with Architectural Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete Design checklist as provided by the District; and take all other necessary actions in accordance with the following:

(1) Coordinate with the District's Educational Specifications to identify critical issues affecting project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.

(2) Hold initial community information/PTA meeting at a location designated by the District, if required.

(3) Conduct Architectural program meeting with the District selected project participants.

(4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.

(5) Develop an estimate of probable construction cost for the Project and reconcile the estimate with the LLBC; estimates are to be based on the developed functional Architectural programs as approved by the District.

(6) Estimates prepared by Architect:

(i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.

(ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.

(iii) All construction cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.

(iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.

(v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the general contractor's overhead and profit, and general condition. (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.

(vi) Mechanical, electrical, civil, landscaping and estimating sub-Architects shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

E. SCHEMATIC DESIGN PHASE

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

(1) Architectural:

(i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.

Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

(ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.

(iii) Identify proposed roof system, deck, insulation system and drainage technique.

(iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.

(2) Civil:

(i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.

(ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.

(iii) Coordinate finish floor elevations with architectural site plan.

(3) Landscaping:

Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

(4) Specifications:

Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the project design and specifications.

(5) Estimates:

(i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up.

General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

(ii) The estimate shall separate the project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.

(iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

(6) Meetings:

(i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

(ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.

(7) Presentation:

Architect shall present and review with the District the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

F. DESIGN DEVELOPMENT PHASE

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

(1) Architectural:

(i) Scaled, dimensioned floor plans with final room locations including all openings.

(ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.

(iii) Identification of all fixed equipment to be installed in contract.

(iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.

(v) Preliminary development of details and large scale blow-ups.

(vi) Legend showing all symbols used on drawings.

(vii) Floor plans identifying all fixed and major movable equipment and furniture.

(viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.

(ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:

(a) Light fixtures

(b) Ceiling registers or diffusers

(c) Access Panels

(x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.

(xi) Building design shall conform to all adopted energy regulations.

(xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, widows, and types of hardware.

(xiii) Identify code requirements; include occupancy classification(s) and type of construction.

(2) Structural:

(i) Structural drawing with all major members located and sized.

(ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.

(iii) Preliminary specifications.

(iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.

(3) Mechanical:

(i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.

(ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.

(iii) Show selected system on drawings as follows:

(a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases

(b) Location and preliminary sizing of all major equipment and duct work in allocated spaces

(c) Schematic piping

(d) Temperature control zoning.

(ii) Major mechanical equipment should be scheduled indicating size and capacity.

(iii) Ductwork and piping should be substantially located and sized.

(iv) Devices in ceiling should be located.

(v) Legend showing all symbols used on drawings.

(vi) More developed outline specifications indicating quality level and manufacture.

(4) Electrical:

(i) Calculate overall approximate electrical loads.

(iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.

(iv) Show system(s) selected on drawings as follows:

(a) Single line drawing(s) showing major distribution system.

(b) Location and preliminary sizing of all major electrical systems and components including:

(1) Load centers
(2) Main panels
(3) Switch gear

(v) Identify and define the scope of the technology backbone system.

(vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).

(vii) All major electrical equipment should be scheduled indicating size and capacity.

(viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.

(ix) Legend showing all symbols used on drawings.

(x) More developed outline specifications indicating quality level and manufacture.

(xi) Identify and coordinate the layout of the technology backbone system and coordinate the development with the District's technology Architect.

(5) Civil:

(i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.

(ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

(i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide general condition specification and supplementary conditions.

(8) Estimate:

Design Development Estimate: This estimate shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups. LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

(11) The Architect shall submit the contract documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the contract documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

G. CONSTRUCTION DOCUMENTS PHASE

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

(1) Prepare construction documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.

(2) Construction Documents (C/D) 50% stage:
(i) Architectural:

(a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.

(b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.

(c) Architectural details and large blow-ups started.

(d) Well developed finish, door, and hardware schedules.

(e) Site utility plans started.

(f) Fixed equipment details and identification started.

(g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

(ii) Structural:

(a) Structural floor plans and sections with detailing well advanced.

(b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.

(c) Completed cover sheet with general notes, symbols and legends.

(iii) Mechanical:

(a) Mechanical calculations virtually completed with all piping and ductwork sized.

(b) Large scale mechanical details should be started.

(c) Mechanical schedule for equipment substantially developed.

(iv) Electrical:

(a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.

(b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.

(c) All electrical equipment schedules should be started.

(d) Special system components should be approximately located on plans.

(e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.

(v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Document.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Documents.

(vii) Estimate:

Update and refine the Design Development Phase Estimate. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

(a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

(b) Coordination of the development of specifications by other disciplines.

(c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

(a) Virtually complete site plan.

(b) Virtually complete floor plan, elevations and sections.

(c) Architectural details and large blow-ups near completion.

(d) Finish door, and hardware schedules virtually complete, including most details.

(e) Site utility plan virtually complete.

(f) Fixed equipment details and identification virtually complete.

(g) Reflected ceiling plan virtually complete.

(h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.

(i) All equipment catalog cuts.

(ii) Structural:

Completed structural floor plans and sections with detailing well advanced.

(iii) Mechanical:

(a) Mechanical load calculations complete and all piping and ductwork sized.

(b) Large scale mechanical details should be substantially complete.

(c) Mechanical schedule for equipment substantially complete.

(iv) Electrical:

(a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.

(b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.

(c) All electrical equipment schedules should be virtually complete.

(d) Special system components should be located on plans.

(v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD's.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD's and completed.

(4) Construction Documents - Substantial Completion Stage:

(i) Architectural:

(a) Completed site plan.

(b) Completed floor plans, elevations and sections.

(c) Architectural details and large blow-ups completed.

(d) Finish, door and hardware schedules completed, including all details.

(e) Site utility plans completed.

(f) Fixed equipment details and identification completed.

(g) Reflected ceiling plans completed.

(ii) Structural:

(a) Structural floor plans and sections with detailing completed.

(b) Structural calculations completed.

(iii) Mechanical:

(a) Large scale mechanical details complete.

(b) Mechanical schedules for equipment completed.

(c) Completed electrical schematic for environmental cooling and exhaust equipment.

(d) Complete energy conservation calculations and report.

(iv) Electrical:

(a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.

(b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

(c) All electrical equipment schedules completed.

(d) Special system components plans completed.

(e) Electrical load calculations completed.

(v) Civil:

All site plans, site utilities, parking and roadway systems completed.

(vi) Estimate:

Update and refine the 50% Construction Document Estimate.

(vii) Specifications:

(a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District's Construction Manager, made during District review of specifications.

(b) Coordination of the development of specifications by other disciplines.

(c) Specifications shall be in CSI format.

(5) Construction Documents Final DSA Approval Stage:

(i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies' comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Stage.

(ii) The contract documents delivered to the District upon completion by Architect shall include, but not limited to, the following:

(a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).

(b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.

(c) Update and refine the Architect Consultant's completed Construction Documents.

(6) Construction Documents Final Back-Check Stage:

(i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.

(ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the contract documents for distribution to bidders will be provided by the District.

(7) Contract Documents:

(i) The Architect shall prepare and submit to the District for written approval the "contract documents" for the Project, which shall include all those documents necessary and convenient to provide for the contracting for construction of the Project, including, but not limited to, the construction contract provided by the District, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. The Architect shall conform for use in the contract documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.

(ii) To the extent required, the Architect shall submit the contract documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the contract documents. Upon receipt of DSA approval of the contract documents, the Architect shall provide to the District a final estimate of total construction costs for the Project.

(iii). Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the contract documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.

(8) Meetings:

(i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting

(ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Scope of Services of the Architect.

H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

(1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Lease/Leaseback Contractor.

(2) Following written approval of the contract documents and written acceptance by the District of Architect's final estimate of total construction costs, the Architect shall cooperate with the District and/or its LLB Contractor in the reproduction of the contract documents and the distribution of the contract documents to contractors interested in bidding on the Project. All sets of contract documents requested by the District for bidding purposes shall be reproduced at District's expense.

(3) All questions concerning the intent or interpretation of the bidding and contract documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.

(4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.

(5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.

(6) If at any time the total of the lowest responsible and responsive bid(s) for the Project, together with all other estimated and/or actual costs included within the construction cost, exceed the construction budget approved by the District for the Project, the

Architect, in consultation with the District and at no additional expense to the District, shall revise the plans and specifications as necessary so that rebidding of some or all of the Project will result in a construction cost not in excess of the construction budget. In so revising the plans and specifications, the Architect shall exercise its best judgment in determining the balance between the type, quality and other characteristics of the Project necessary to result in a Project satisfactory to the District. If acceptable to the District, the Architect may, as an alternative, include in the contract documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory Project within the construction budget.

I. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

(1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an additional service to the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

(2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the services required by the Construction Phase of this Agreement.

(3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay in the work or in the construction of the District or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

(4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.

(5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered extra services.

(6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and its representative(s). The purpose of these visits is to resolve discrepancies in the contract documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the District's construction contractor which the Architect may observe.

(7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when competed will be in accordance with the contract documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the contractor's performance.

(8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction project based upon information provided by the District's construction contractor and changes by change orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.

(9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for contractors' failure to carry out work in accordance with the contract documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees, or any other persons performing any work.

(10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.

(11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the contractor's work.

J. PROJECT CLOSE-OUT PHASE

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

(1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, contractors, the District, or any other consultants retained by the District.

(2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Architectural Services.

(3) Architect shall coordinate with the District , at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

K. MATTERS NOT WITHIN SCOPE OF ARCHITECTURAL SERVICES

The Architect is not responsible for providing, as part of the Architectural Services, any of the following:

(1) Ground contamination or hazardous material analysis.

(2) Any asbestos testing, design or abatement.

(3) Environmental impact report.

(4) Historical significance report.

(5) Soils investigation.

(6) Geotechnical hazard report.

(7) Topographic survey.

(8) Title report.

EXHIBIT "D"
DELIVERABLES

(1) Schematic Design Phase

Deliverables and No. of Copies:

(a) Schematic Design Submittal Package - 6 copies

(b) Cost estimates - 4 copies

(c) Design Checklist - 2 copies

(2) Design Development Phase

Deliverables and No. of Copies:

(a) Rendered perspective drawings - 6 copies

(b) Color/Material Boards - 2 copies

(c) Design Development drawing submittal - 4 copies

(d) Outline Specifications - 4 copies

(e) Cost Estimate - 4 copies

(f) Design Checklist - 4 copies

(g) Project scale model, for additional fee, if requested by the District.

(3) Construction Documents Phase

Deliverables and No. of Copies:

(a) Fifty percent (50%) submittal - 4 copies

four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.

(b) Ninety percent/DSA Submittal - 4 copies

four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.

(c) Statement of requirements for testing and inspection of service for compliance with construction documents and applicable codes -2

(Submit with DSA Submittal)

(d) One hundred percent (100%)/DSA Approved submittal - 4 copies

four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.

(e) Electronic file copy of DSA Approved CD drawings and specifications on CD- 1 copy (in PDF and CAD format)

(f) Design Checklist - 2 copies

(g) A statement at each stage of CD review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)

EXHIBIT "E"

INVOICE APPROVAL LETTER

DATE: _____

PROJECT: Modernization of Ritchen K-5 School

ARCHITECT OF RECORD: IBI Group

IBI Group has submitted all required documents pertaining to the Design Phase of the contract for review by the District's Program Manager, Caldwell Flores Winters, Inc. (CFW) and the Oxnard School District.

By signing below, a representative of IBI Group hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date and an accurate representation of the percent work completed for the phase identified in the invoice. The representative also certifies that the invoice submitted does not include any charges for services that have been previously paid or rejected by the District and/or CFW.

_____ _____

IBI Group Date

The invoice has been reviewed by the following and is recommended for payment:

_____ _____

Caldwell Flores Winters, Inc. Date

_____ _____

Oxnard School District Date

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: Caldwell Flores Winters, Inc. (CFW)
Program Manager for Oxnard School District
1901 S. Victoria Avenue #106
Oxnard, CA 93035
ATTN: Chris Yafuso (cyafuso@aimcsworld.com)

PROJECT NAME: **RECONSTRUCTION OF ROSE K-5 SCHOOL**
DSA PROJECT #:
PROJECT TYPE: Architectural Services
DATE:
INVOICE #:
PERIOD COVERED: MM/DD/YY - MM/DD/YY
PURCHASE ORDER #:

VENDOR: **IBI Group**
PREPARED BY:
EMAIL:
PHONE #:
FAX #:

BASE CONTRACT BILLING FORM

ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
		SUBTOTALS		**$ -**		**$ -**	**$ -**		**$ -**

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	$ -
TOTAL DUE THIS INVOICE	**$ -**

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up

1 See "billing tab" below for spreadsheet; these are the instructions

2 Enter project name, DSA project number, project type, invoice number, date, your company name, fax, phone, etc.

3 Enter purchase order number provided to you when contract was issued

4 Feel free to include your company logo if you wish.

5 Enter approved contract agreements, amendments, reimburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.

6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows reimbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing

5

IMPORTANT! When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.

6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column.

8 Enter the corresponding dollar values/% complete values into the green column for total work complete to date.

9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.

10 Email to Chris Yafuso (cyafuso@aimcsworld.com) or mail to the CFW Oxnard office at 1901 S. Victoria Avenue #106, Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.

11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors and miscalculations can delay/prevent processing of payment.

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

EXHIBIT "F"

FINGERPRINTING REQUIREMENTS

SECTION 00510

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department Of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

Title: _____

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

By: _____

Its: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** December 17, 2025

Agenda Section: Section C: Special Education Agreement

Approval of Amendment #1 to Agreement #25-62, Franklin Covey Education (DeGenna/Jefferson)

At the Board Meeting on June 11, 2025, the Board of Trustees approved Agreement #25-62 with Franklin Covey Education to provide professional development for designated certificated and classified staff in the Special Education Department, in the amount of $50,000.00.

Amendment #1, in the amount of $6,000.00, is being requested to cover the additional costs associated with extending the number of training days required to complete the professional development sessions for the Special Education Department. The remaining funds in the account, along with this additional $6,000.00, will be used to cover the total cost. With this amendment, the overall agreement amount for the 2025–2026 school year increases to $56,000.00.

Note: The funds being requested differ from the total amount listed on the Franklin Covey rate sheet because we are utilizing the remaining balance available in the account and requesting an additional $6,000 to supplement the total cost.

FISCAL IMPACT:
Not to Exceed: $6,000.00 - Special Education Funds

RECOMMENDATION:
It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Amendment #1 to Agreement #25-62 with Franklin Covey Education.

ADDITIONAL MATERIALS:

Attached: Amendment #1 (1 Page)
Proposal (2 Pages)
Agreement #25-62, Franklin Covey Education (25 Pages)

AMENDMENT #1 TO AGREEMENT #25-62 with
Franklin Covey
December 17, 2025

At the Board Meeting on June 11, 2025, the Board of Trustees approved Agreement #25-62 with Franklin Covey to provide professional development for designated certificated and classified staff in the Special Education Department, in the amount of $50,000.00.

Amendment #1, in the amount of $6,000.00, is being requested to cover the additional costs associated with extending the number of training days required to complete the professional development sessions for the Special Education Department. The remaining funds in the account, along with this additional $6,000.00, will be used to cover the total cost. With this amendment, the overall agreement amount for the 2025–2026 school year increases to $56,000.00.

Note: The funds being requested differ from the total amount listed on the Franklin Covey rate sheet because we are utilizing the remaining balance available in the account and requesting an additional $6,000 to supplement the total cost.

FRANKLIN COVEY EDUCATION:

By: _____ Date: _____
Name of Franklin Covey Coordinator

OXNARD SCHOOL DISTRICT:

By: _____ Date: _____
Melissa Reyes, Director, Purchasing

Leader in Me® Proposal

This Leader in Me Agreement ("Agreement") is entered into as of the date given below (the "Effective Date") by and between Franklin Covey Client Sales, Inc., whose address is 13907 South Minuteman Boulevard, Suite 500, Draper, Utah 84020 ("FranklinCovey"), and the following organization ("Client"):

Organization:	Oxnard Special Education Department	**Contact Person:**	Danielle Jefferson
Address:	1051 South A Street	**Telephone:**	805-385-1501
City, State, Zip:	Oxnard, California 93030	**Email:**	djefferson@oxnardsd.org

Details of Services and Materials

FranklinCovey shall provide Client the training, coaching, and materials (the "Services") to be included in the Leader in Me® network of Schools. Details of the Services are described in the following table:

Deliverable	Start Date	End Date	Invoice Date	Amount	Quantity	Total
Professional Development						
Prepaid Custom Coaching	11/05/2025	11/04/2026	11/05/2025	$3,600.00	3	$10,800.00
				Total Investment		$10,800.00

Client may contact FranklinCovey via email or purchase order to purchase additional products and/or services, which shall be subject to the terms and conditions of this Agreement. If Client issues a purchase order and there is a conflict between the purchase order terms and this Agreement, this Agreement shall control. If this Agreement is executed by Client after the Invoice Dates above, FranklinCovey may adjust the Invoice Dates based on the Effective Date. Such change shall not affect the Total Investment.

IN WITNESS HEREOF, all Parties have executed the foregoing Agreement by their duly authorized representatives.

Franklin Covey Client Sales, Inc.

Signature: Hannah Hergenroether

Printed Name: Hannah Hergenroether

Title: Client Engagement Coordinator

Oxnard Special Education Department

Signature: _____

Printed Name: _____

Title: _____

Effective Date: _____

Terms and Conditions

Scheduling a Consultant: Contact FranklinCovey via email preferably thirty (30) days in advance to schedule a FranklinCovey consultant. Once scheduled, the cancellation/rescheduling provisions will apply.

Cancellation/Rescheduling Fees: Fifteen (15) calendar days' notice is required to cancel or reschedule a scheduled consultant. If Client provides fewer than fifteen days' notice, Client will be billed a cancellation fee of 75% or a rescheduling fee of 25% of the consultant fee to cover costs incurred by FranklinCovey, as well as any travel costs imposed on FranklinCovey as a result of such cancellation or rescheduling. Client will not be assessed a cancellation/rescheduling fee for any consultant services canceled or rescheduled by FranklinCovey.

Facilities: Client shall be responsible for providing an appropriate room for onsite Services and to furnish the room with audio/visual equipment required by FranklinCovey, and all costs associated therewith

Term, Termination, and Events of Termination: The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year. If Client terminates for convenience, FranklinCovey shall not refund any previously invoiced amounts. Either party may terminate this Agreement if the other party materially breaches the Agreement, and such material breach remains uncured after the non-breaching party has provided thirty (30) days' written notice of such breach. Upon termination of this Agreement for any reason, Client shall immediately discontinue all use of the FranklinCovey materials.

Payment Terms: FranklinCovey shall invoice Client for all fees as identified in the table(s) above, which fees are nonrefundable and non-prorateable, including shipping and handling, and sales and use taxes (unless Client submits proof of its tax-exempt status to FranklinCovey). All shipments are FOB Shipping Point. Payment terms are net 30 from the invoice date. Fees are subject to an annual price increase.

Recordings: Client shall not make or allow to be made any audio and/or video recordings of the Services. Client shall inform the audience and otherwise take reasonable actions to ensure that no recordings of the Services are made.

Leader in Me Notifications: FranklinCovey may send to teachers, staff, and employees via email or other means promotional materials, product updates, upcoming events, and other information pertinent to the Leader in Me process. Anyone receiving such information may opt out at any time.

Copyright: FranklinCovey owns or controls all intellectual property rights, proprietary rights, and copyrights to all Services and materials provided for in this Agreement, and Client shall communicate the same to recipients of the Services. Any unauthorized use, reuse, copying, reproduction, recording, transmittal, modification, or revision of the Services and/or materials, if applicable, shall constitute a breach of this Agreement and/or federal copyright law. Any materials provided for herein are intended for personal use only by participants, and are not for resale, distribution to a third-party, commercial use, file sharing, or public display. Nothing in this Agreement implies a grant of license for Client to use the concepts and materials outside the scope of the Agreement.

Modification of Agreement: All amendments or modifications to this Agreement must be in writing and signed by the parties hereto. The person executing this Agreement on behalf of Client warrants that he/she is authorized to enter into this Agreement and has authority to bind Client.

EEOC. FranklinCovey complies with the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

Force Majeure: Neither Client nor FranklinCovey shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of Client or FranklinCovey.

Entire Agreement: This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. In the event any terms contained in any subsequent purchase order (or similar document) sent or received in connection with this Agreement are inconsistent with the terms of this Agreement, the terms of the Agreement shall prevail.

Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

R26-00675
Requisition Number

P26-00083
Purchase Order Number

25-62
Contract Number

This Services Agreement (the "Agreement") is made and entered into June 11, 2025 by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and Franklin Covey Client Sales, Inc., (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Franklin Covey Client Sales, Inc. Provider	805-216-1367 Telephone Number
13907 South Minuteman Drive, Ste #500 Street Address	jennifer.duston@franklincovey.com E-mail Address
Draper, UT 84020 City, State, Zip code	87-0561601 Tax Identification or Social Security Number

Services

Provide professional development training for the Special Education Department staff in the Oxnard School District.
Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

July 1, 2025 - June 30, 2026 Date(s) of Service	TBD Hour(s) of Service	TBD 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

Kimberly Neville		6/26/2025
Provider Authorized Signer	Signature	Date

Oxnard School District

Melissa Reyes		6/27/25
Director, Purchasing	Signature	Date

Leader in Me®

Leader in Me® Agreement

This Leader in Me Agreement ("Agreement") is entered into as of the date given below (the "Effective Date") by and between Franklin Covey Client Sales, Inc., whose address is 2200 West Parkway Blvd., Salt Lake City, Utah 84119 ("FranklinCovey"), and the following organization ("Client"):

Organization:	Oxnard Special Education Department	**Contact Person:**	Danielle Jefferson
Address:	1051 South A Street	**Telephone:**	
City, State, Zip:	Oxnard, California 93030	**Email:**	djefferson@oxnardsd.org

Details of Services and Materials

FranklinCovey shall provide Client the training, coaching, and materials (the "Services") to be included in the Leader in Me® network of Schools. Details of the Services are described in the following table:

Deliverable	Start Date	End Date	Invoice Date	Amount	Quantity	Total
Membership						
District Partnership: Leader in Me Online District+	7/01/2025	6/30/2026	7/01/2025	7/01/2025	1	$1,400.00
Professional Development						
Prepaid Custom Coaching	7/01/2025	6/30/2026	7/01/2025	$3,600.00	10	$36,000.00
District Partnership: District Alignment Session (Year 2+)	7/01/2025	6/30/2026	7/01/2025	$3,600.00	1	$3,600.00
				Total Investment		$41,000.00

Client may contact FranklinCovey via email or purchase order to purchase additional products and/or services, which shall be subject to the terms and conditions of this Agreement. If Client issues a purchase order and there is a conflict between the purchase order terms and this Agreement, this Agreement shall control. If this Agreement is executed by Client after the Invoice Dates above, FranklinCovey may adjust the Invoice Dates based on the Effective Date. Such change shall not affect the Total Investment.

IN WITNESS HEREOF, all Parties have executed the foregoing Agreement by their duly authorized representatives.

Franklin Covey Client Sales, Inc.		**Oxnard Special Education Department**	
Signature:	Hannah Hergenroether	Signature:	
Printed Name:	Hannah Hergenroether	Printed Name:	
Title:	Client Engagement Coordinator	Title:	
		Effective Date:	

Terms and Conditions

Grant of Rights To Portal: FranklinCovey hereby grants Client a limited, non-exclusive, non-transferable, revocable license for Client teachers and/or staff for whom an annual license fee has been paid ("Users") to access the Leader in Me® Online portal ("Portal"). Access to the Portal shall be available only to Users. Users will receive a unique registration code from an authorized representative of Client (e.g., Principal) prior to logging into the Portal. Client and Users agree not to make the Portal available in any manner to the general public, non-parties to this Agreement, students, or any other individual who is not a User.

Intellectual Property License: FranklinCovey hereby grants to Client a limited, non-exclusive license (the "License") to use the FC IP (defined below) only in connection with the delivery or promotion of FranklinCovey's *Leader in Me* solution within Client's school. For clarity, and by way of example only, the FC IP may be used with lesson plans, bulletin boards, posters, tee shirts, pins, songs, and other similar uses. However, FC IP may not be used with planners/agendas, unless such planners/agendas are purchased through SDI Innovations. Further, Client shall not use a FranklinCovey trademark, such as "The Leader in Me®," in or as a domain name. The License to the FC IP shall not be sublicensed, assigned, or transferred by Client. All works created by Client using the FC IP shall be deemed derivative works ("Derivative Works"), and are owned by FranklinCovey and may be used only pursuant to the License granted herein. "FC IP" shall mean the Leader in Me trademarks and other materials

provided to Client by FranklinCovey, including intellectual property associated with The 7 Habits®. Client shall effectively communicate to its staff, employees, teachers, and anyone else who may have access to or receive the FC IP, that such FC IP is copyright- and/or trademark-protected and the proprietary property of FranklinCovey, and that neither Client nor its employees shall modify, reproduce, file share, email, distribute to a third party, or publicly post (Slide Share, YouTube, etc.) the FC IP and any Derivative Works created by Client or its employees except as expressly provided for herein.

Measurable Results Assessment: The Leader in Me process includes a voluntary survey whereby staff, parents, and students are asked questions related to leadership, culture, and academics. An authorized person from Client will be provided a URL link of the survey questions to share with staff, parents, and students. Personally identifiable information ("PII") will not be collected as part of the survey, but in the event information is categorized as PII, FranklinCovey will not permit disclosure outside of its own organization and it will take all commercially practicable measures to destroy PII when it is no longer needed. Survey results will be compiled in an aggregate form and shared with third parties, such as donors and sponsors. Survey results may also be used for research.

Leadership Development: Principals Development Track and Lighthouse Coordinator Development Track provide an opportunity for Users to attend professional development. Client is responsible for all travel expenses incurred by Users attending such professional development.

Scheduling a Consultant. Contact FranklinCovey via email preferably thirty (30) days in advance to schedule a FranklinCovey consultant. Once scheduled, the cancellation/rescheduling provisions will apply.

Cancellation/Rescheduling Fees. Fifteen (15) calendar days' notice is required to cancel or reschedule a scheduled consultant. If Client provides fewer than fifteen days' notice, Client will be billed a cancellation fee of 75% or a rescheduling fee of 25% of the consultant fee to cover costs incurred by FranklinCovey, as well as any travel costs imposed on FranklinCovey as a result of such cancellation or rescheduling. Client will not be assessed a cancellation/rescheduling fee for any consultant services canceled or rescheduled by FranklinCovey.

Term, Termination, and Events of Termination: The term of this Agreement shall commence on the Effective Date and terminate on the End Date identified in the table above. Either party may terminate this Agreement with 30 days written notice of a material breach of this Agreement only, if uncured within such 30-day period. Upon termination of this Agreement for any reason, Client shall immediately (a) discontinue all use of the FC IP; and (b) discontinue all use of Derivative Works.

Payment Terms: FranklinCovey shall invoice Client for all fees as identified in the table(s) above, which fees are nonrefundable and non-prorateable, including shipping and handling, and sales and use taxes (unless Client submits proof of its tax-exempt status to FranklinCovey). All shipments are FOB Shipping Point. Payment terms are net 30 from the invoice date. Fees are subject to an annual price increase.

Audio: Client is responsible for providing a conference line for live online Services, when needed. Such conference line is provided at Client's sole cost and expense.

Recordings: Client shall not make or allow to be made any audio and/or video recordings of the Services. Client shall inform the audience and otherwise take reasonable actions to ensure that no recordings of the Services are made.

Leader in Me Notifications: FranklinCovey may send to teachers, staff, and employees via email or other means promotional materials, product updates, upcoming events, and other information pertinent to the Leader in Me process. Anyone receiving such information may opt out at any time.

Copyright: FranklinCovey owns or controls all intellectual property rights, proprietary rights, and copyrights to all Services and materials provided for in this Agreement, and Client shall communicate the same to recipients of the Services ("Participants"). Client's and/or Participants' unauthorized use, reuse, copying, reproduction, recording, transmittal, modification, or revision of the Services and/or materials, if applicable, shall constitute a breach of this Agreement and/or federal copyright law. Any materials provided for herein are intended for personal use only by Participants and are not for resale, distribution to a third-party, file sharing, or public display. Nothing in this Agreement implies a grant of license for Client to use the concepts and materials outside the scope of the Agreement.

Modification of Agreement: All amendments or modifications to this Agreement must be in writing and signed by the parties hereto. The person executing this Agreement on behalf of Client warrants that he/she is authorized to enter into this Agreement and has authority to bind Client.

EEOC: FranklinCovey complies with the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

Force Majeure: Neither Client nor FranklinCovey shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of Client or FranklinCovey.

Entire Agreement: This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. In the event any terms contained in any subsequent purchase order (or similar document) sent or received in connection with this Agreement are inconsistent with the terms of this Agreement, the terms of the Agreement shall prevail.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/3/2024

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
IMA, Inc. - Salt Lake City
95 S State Street
Suite 1300
Salt Lake City UT 84111

License#: PC-1210733

CONTACT NAME: IMA Wichita Team
PHONE (A/C, No, Ext): 316-267-9221 **FAX (A/C, No):**
E-MAIL ADDRESS: Certs@imacorp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Transportation Insurance Company	20494
INSURER B : The Continental Insurance Company	35289
INSURER C : ACE American Insurance Company	22667
INSURER D : WCF Select Insurance Company	21865
INSURER E : WCF Mutual Insurance Company	10033
INSURER F :	

INSURED
FranklinCovey Co.
2200 West Parkway Blvd
Salt Lake City UT 84119

FRANCOV-01

COVERAGES **CERTIFICATE NUMBER:** 1197911866 **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:			7015425931	9/1/2024	9/1/2025	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 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			7015433656	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 10,000			7015435570	9/1/2024	9/1/2025	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		4094950 4095019	9/1/2024 9/1/2024	9/1/2025 9/1/2025	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 C	Automobile Physical Damage Professional Liability Cyber Liability			7015433656 D95593033	9/1/2024 9/1/2024	9/1/2025 9/1/2025	See Below See Below See Below	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured Includes: FranklinCovey Co., FranklinCovey Canada Ltd., FranklinCovey Client Sales, Inc., FranklinCovey Travel, Inc. and Franklin Development.
Workers Compensation Policy #4095019 applies to the State of Utah only, subject to the policy terms and conditions.
Automobile Physical Damage: Comprehensive Deductible $1,000; Collision Deductible $1,000.
Professional Liability: Each Claim $3,000,000; Aggregate $3,000,000; Retention $100,000; Retroactive Date 3/16/2006.
Cyber Liability: Each Claim $5,000,000; Aggregate $5,000,000; Retention $100,000; Retroactive Date 1/01/1997.
Sexual Abuse & Molestation: Carrier Beazley Insurance Company, Inc; Policy #SML21675A24; NAIC #37540; Effective Date 9/01/2024 - 9/1/2025; Each Occurrence $1,000,000; Aggregate $1,000,000; Retention $50,000.
See Attached...

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
Brenda Vincent

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AGENCY CUSTOMER ID: FRANCOV-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
IMA, Inc. - Salt Lake City	FranklinCovey Co. 2200 West Parkway Blvd Salt Lake City UT 84119
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate Holder Includes: Oxnard School District, its governing board, officers, agents, employees, and/or volunteers.
Certificate Holder and all other parties required by the contract are included as Additional Insured on the General Liability and Automobile Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions.
This Insurance is Primary & Non-Contributory on the General Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions.
A Waiver of Subrogation is provided in favor of Certificate Holder and all other parties required by the contract on the General Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions.

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CNA

CNA PARAMOUNT

Financial Services - General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1 ADDITIONAL INSUREDS

a **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1 such person or organization's financial control of a **Named Insured**; or

2 premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

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E Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1 the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

   a the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

   b the construction, erection, or removal of elevators; or

   c the ownership, maintenance or use of any elevators covered by this insurance; or

2 the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

   The coverage granted by this paragraph does not apply to:

   a **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

   b **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

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I Trade Show Event Lessor

1 With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

a the **Named Insured's** acts or omissions; or

b the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2 The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

J Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1 The coverage granted by this paragraph does not apply to:

a **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;

b any express warranty unauthorized by the **Named Insured**;

c any physical or chemical change in any product made intentionally by such person or organization;

d repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;

g products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or

h **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) the exceptions contained in Subparagraphs **d** or **f** above; or

(2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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2 This Paragraph **J** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

3 This Paragraph **J** also does not apply:

a to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;

b to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor

c if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K Other Person Or Organization

Any person or organization who is not an additional insured under Paragraphs **A** through **J** above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1 for **bodily injury**, **property damage**, or **personal and advertising injury** arising out of the rendering or failure to render any professional service;

2 for **bodily injury** or **property damage** included within the **products-completed operations hazard**; nor

3 who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**.

2 ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2** , the additional insured's own insurance means insurance on which the additional insured is a named insured.

B With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1 K** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3 BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4 BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a

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partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5 BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3** in its entirety and replace it with the following:

3 Pursuant to the limitations described in Paragraph **4** below, any organization in which the **First Named Insured** has management control directly or indirectly:

a on the effective date of this **Coverage Part**; or

b by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of: the Board of Directors of a corporation; the management committee members of a joint venture; the management board of a limited liability company; the general partners of a limited partnership; or the partnership managers of a general partnership.

4 With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3** above, this insurance does not apply to:

a **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5 The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6 ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership

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Named Insureds are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

7 EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8 IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

9 INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1 b (1)** and **1 b (2)** with the following:

b This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii add the following additional exclusions.

This insurance does not apply to:

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Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C **DEFINITIONS** is amended to:

i add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a **professional health care services** on behalf of the **Named Insured** or

b Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a Physician;

b Nurse;

c Nurse practitioner;

d Emergency medical technician;

e Paramedic;

f Dentist;

g Physical therapist;

h Psychologist;

i Speech therapist;

j Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

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iii amend the definition of **Insured** to:

a add the following:

- a **Named Insured's employees** are **Insureds** with respect to:

  (1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

  (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

  when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

  (1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

  (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b delete Subparagraphs **(a), (b), (c) and (d)** of Paragraph **2 a (1)** of **WHO IS AN INSURED**.

c add the following:

Insured does not include any physician while acting in his or her capacity as such.

D The **Other Insurance** condition is amended to delete Paragraph **b (1)** in its entirety and replace it with the following:

Other Insurance

b **Excess Insurance**

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10 JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control, except that if the **Named Insured** was a joint venturer, partner, or member of such an entity, and such entity terminated prior to or during the **policy period**, then such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b the **bodily injury** or **property damage** first occurred after such termination date; and

c there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

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11 LEGAL LIABILITY – DAMAGE TO PREMISES

A Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph **(6)** of the **Damage to Property** exclusion and replace it with the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

B Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replaced it with the following:

Exclusions **c** through **n** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

C **LIMITS OF INSURANCE** is amended to delete Paragraph **6** (the Damage To Premises Rented To You Limit) and replace it with the following:

6 Subject to Paragraph **5** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

a any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and

b contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is $1,000,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

D The **Other Insurance** Condition is amended to delete Paragraph **b (1)(a)(ii)**, and replace it with the following:

(ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

E This Provision **11** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

12 MEDICAL PAYMENTS

A **LIMITS OF INSURANCE** is amended to delete Paragraph **7** (the Medical Expense Limit) and replace it with the following:

7 Subject to Paragraph **5** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: ; or

(2) the amount shown in the Declarations for Medical Expense Limit.

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B Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1 a (3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

13 NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1 the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2 the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3 the aircraft is not being used to carry persons or property for a charge.

14 NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

15 PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1 delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

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2 add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1 ADDITIONAL INSUREDS** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

16 PERSONAL AND ADVERTISING INJURY – LIMITED CONTRACTUAL LIABILITY

A Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

(1) that the **Insured** would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:

(a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and

(b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

B Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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C Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1 Paragraph **2 d** is replaced by the following:

d The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2 The first unnumbered paragraph beneath Paragraph **2 f (2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e (2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

D This **PERSONAL AND ADVERTISING INJURY – LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17 PROPERTY DAMAGE – ELEVATORS

A Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18 SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A Paragraph **1 b** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B Paragraph **1 d** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

19 UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

20 WAIVER OF SUBROGATION – BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1 the **Named Insured's** ongoing operations; or

2 **your work** included in the **products-completed operations hazard**.

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However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1 is in effect or becomes effective during the term of this **Coverage Part**; and

2 was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/3/2024

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 IMA, Inc. - Salt Lake City 95 S State Street Suite 1300 Salt Lake City UT 84111 License#: PC-1210733	**CONTACT NAME:** IMA Wichita Team **PHONE (A/C, No, Ext):** 316-267-9221 **FAX (A/C, No):** **E-MAIL ADDRESS:** Certs@imacorp.com
INSURED FRANCOV-01 FranklinCovey Co. 2200 West Parkway Blvd Salt Lake City UT 84119	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Transportation Insurance Company — 20494 **INSURER B :** The Continental Insurance Company — 35289 **INSURER C :** ACE American Insurance Company — 22667 **INSURER D :** WCF Select Insurance Company — 21865 **INSURER E :** WCF Mutual Insurance Company — 10033 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1197911866 **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:			7015425931	9/1/2024	9/1/2025	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 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			7015433656	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** / X OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / X RETENTION $ 10,000			7015435570	9/1/2024	9/1/2025	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000
D E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N: N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		4094950 4095019	9/1/2024 9/1/2024	9/1/2025 9/1/2025	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 C	Automobile Physical Damage Professional Liability Cyber Liability			7015433656 D95593033	9/1/2024 9/1/2024	9/1/2025 9/1/2025	See Below See Below See Below	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured Includes: FranklinCovey Co., FranklinCovey Canada Ltd., FranklinCovey Client Sales, Inc., FranklinCovey Travel, Inc. and Franklin Development.
Workers Compensation Policy #4095019 applies to the State of Utah only, subject to the policy terms and conditions.
Automobile Physical Damage: Comprehensive Deductible $1,000; Collision Deductible $1,000.
Professional Liability: Each Claim $3,000,000; Aggregate $3,000,000; Retention $100,000; Retroactive Date 3/16/2006.
Cyber Liability: Each Claim $5,000,000; Aggregate $5,000,000; Retention $100,000; Retroactive Date 1/01/1997.
Sexual Abuse & Molestation: Carrier Beazley Insurance Company, Inc; Policy #SML21675A24; NAIC #37540; Effective Date 9/01/2024 - 9/1/2025; Each Occurrence $1,000,000; Aggregate $1,000,000; Retention $50,000.
See Attached...

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

Brenda Vinson

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AGENCY CUSTOMER ID: FRANCOV-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
IMA, Inc. - Salt Lake City	FranklinCovey Co. 2200 West Parkway Blvd Salt Lake City UT 84119
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate Holder Includes: Oxnard School District, its governing board, officers, agents, employees, and/or volunteers.
Certificate Holder and all other parties required by the contract are included as Additional Insured on the General Liability and Automobile Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions.
This Insurance is Primary & Non-Contributory on the General Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions.
A Waiver of Subrogation is provided in favor of Certificate Holder and all other parties required by the contract on the General Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions.

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OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** December 17, 2025

Agenda Section: Section C: Facilities Agreement

Ratification of Agreement #25-175 – Signet Controls, Inc. (Pifko/Bennett)

Signet Controls, Inc. will continue to provide professional services on Energy Management Systems and HVAC Controls installed and supported by Signet Controls, at all designated Oxnard School District locations, as needed.

Term of Agreement: July 1, 2025 through June 30, 2027

FISCAL IMPACT:
Not to Exceed: $40,000.00 – 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 ratify Agreement #25-175 with Signet Controls, Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #25-175, Signet Controls, Inc. (4 Pages)
Rate Sheet (1 Page)

Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

25-175

Contract Number

This Services Agreement (the "Agreement") is made and entered into December 17, 2025 by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and Signet Controls, Inc., (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Signet Controls, Inc.	818-859-9999
Provider	Telephone Number
1934 Smokey Ridge Ave.,	navink@signetcontrols.com
Street Address	E-mail Address
Thousand Oaks, CA 91362	
City, State, Zip code	Tax Identification or Social Security Number

Services

Provide professional services on Energy Management Systems and HVAC Controls installed and supported by Signet Controls, at all designated Oxnard School District locations as needed.

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

July 1, 2025 - June 30,2027	TBD	TBD
Date(s) of Service	Hour(s) of Service	Location

Fees

Compensation for Services	$ 40,000.00
Other Ancillary Cost, as applicable	$ 0.00
Total not to Exceed	$ 40,000.00

☑ 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

signet controls, inc
OPEN AUTOMATION SOLUTIONS
1934 Smokey Ridge Ave, Thousand Oaks, CA 91362
Phone - (818) 859-9999 / Fax (877) 888 4648

SIGNET CONTROLS SERVICE RATES & CHARGES

Effective July 1st, 2025

The following rates and charges are published for Technical Service Agreements and Time & Material work on Energy Management Systems and HVAC Controls installed and supported by Signet Controls only. These rates do not apply to specialty systems services. These rates are subject to change at any time and only the current prevailing rate is applicable for customer billing.

Service Rates

Regular Service (RT)	Monday thru Friday - 8:00am to 4:00pm#	$ 240.00/hr*
Emergency Service (ET)	Monday thru Friday - 8:00am to 4:00pm#	$ 360.00/hr*

***** $15.00 reduction in hourly rate for ***Technical Service Agreement*** Costumers
# See below for After Hours and Weekend support requests

Material & Subcontractors

Authorized Direct Manufacturer represented Control products at 60% of List Price. Subcontractors, Other Products, Freight & Sales Taxes at actual cost plus 30%. Sales Tax and Shipping-Handling will be billed as an additional charge.

Per Diem & Out-of Pocket Expenses

Per Diem Charges for Overnight Trip	$350.00/night
Travel & Out-of-Pocket Expenses	Actual cost plus 30%

Auto and Travel Expense

Time to Service Site (not charged for support in Ventura County & Orange County, CA)	Billing based on travel time from Thousand Oaks, CA (or Brea, CA) to / from service location. Time charged at above labor rates (during travel time).
Truck Charge	Based on vehicle mileage at $0.70/mile, with a minimum charge of $75.00.

Terms and Conditions

1. Billing in increments of two (2) hours for Regular On-site service, in increments of four (4) hours for Emergency On-site or After-Hours service, in increments of one (1) hour for Regular Remote connection / Phone support, and in increments of four (4) hours for After-hours Remote connection / Phone support.
2. Service Visits for projects over 100 miles from Thousand Oaks, CA (or Brea, CA), shall be billed a minimum of four (4) hours for On-site service.
3. Minimum billing of one (1) hour and in increments of one (1) hour for Travel to work site from Thousand Oaks, CA or Brea, CA (excludes Ventura County & Orange County).
4. Over-time rate (RT * 1.5 or ET * 1.5) is applicable on Weekdays (M-F from 4:00pm to 8:00pm) and Saturdays (from 8:00am to 4:00pm). Double-time rate (RT * 2 or ET * 2) is applicable on Weekdays (M-F after 8:00pm), Saturdays (after 4:00pm), and all of Sunday and Holidays.
5. Higher service rates are applicable on prevailing wage, public / state / county / federal funded certified payroll projects.
6. Customer will notify of any hazardous or in-accessible site conditions with service request. Access to controls equipment shall be made possible by customer. Access and Escorts (if necessary) shall be made available to all areas required for service.
7. The purchaser agrees to pay Signet Controls amounts invoiced upon receipt of invoice. If payment is preferred to be made by Credit Card, then a processing fee of 3.5% shall be added to the payment amount.
8. Technical Service Agreement (TSA) customers will have first response priority. Response time for non-Technical Service Agreement customer requests is 3 to 5 days (depending on service support availability).

REQUEST FOR SERVICE

Email	service@signetcontrols.com
Telephone Number	(888) 8SIGNET / (877) 874 4638
Website	www.signetcontrols.com

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** December 17, 2025

Agenda Section: Section C: Facilities Agreement

Ratification of Agreement #25-176 – West Oaks Pest Control (Pifko/Bennett)

West Oaks Pest Control will continue to provide pest control services at all Oxnard School District locations, as needed.

Term of Agreement: July 1, 2025 through June 30, 2027

FISCAL IMPACT:
Not to Exceed: $20,000.00 – 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 ratify Agreement ##25-176 with West Oaks Pest Control.

ADDITIONAL MATERIALS:

Attached: Agreement #25-176, West Oaks Pest Control (4 Pages)
Proposal (1 Page)

Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

25-176
Contract Number

This Services Agreement (the "Agreement") is made and entered into December 17, 2025 by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and West Oaks Pest Control, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

West Oaks Pest Control Provider	805-642-6077 Telephone Number
1746-F S. Victoria Avenue #241 Street Address	steve@westoakspestcontrol.com E-mail Address
Ventura, CA 93003 City, State, Zip code	 Tax Identification or Social Security Number

Services

Provide pest control services at all Oxnard School District locations as needed.
Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

July 1, 2025 - June 30,2027 Date(s) of Service	TBD Hour(s) of Service	TBD Location

Fees

Compensation for Services	$ 20,000.00
Other Ancillary Cost, as applicable	$ 0.00
Total not to Exceed	$ 20,000.00

☑ 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

Honest and Reliable
Pest Services
"Environmentally Friendly"

1746-F S. Victoria Ave. #241
Ventura, CA 93003
Tel. 805-642-6077
Fax 805-642-2425
www.westoakspestcontrol.com

October 14, 2025

Oxnard School District
1055 S. C St
Oxnard, Ca. 93030
Attn: Angela Duarte

Dear Angela,

Thank you for giving West Oaks Pest Control the opportunity to present this proposal for the Oxnard School District. We are a local company that provides personal service, competitive prices and attention to detail to our customers. For the control of Mice, and Rats, I will propose the following.

Monthly Service: West Oaks will inspect, clean and refill the bait stations on a monthly basis. All materials that we use are approved by the SPCB and logged in the monthly pesticide use reports for the County and for the California Healthy Schools Act. West Oaks will also send an inspection report for each school pertaining to each bait station.

Additional Services: West Oaks provides pest control services for Ants, Bees, Fleas, Gophers, Squirrels and other general pest needs.

Cost of Service Monthly: The cost to inspect, clean and refill each bait station on a monthly basis is $10.00 each bait station. Currently, we have 33 bait stations we are servicing so the total cost each month is $330.00. There is no set price list except for rodent stations, each initial installation of a bait station is $25.00 and its $10.00 each month to service them. The cost for other pest jobs would have to be inspected before any cost can be determined.

To the satisfaction of both parties, a 30-day cancellation notice shall be given by either party if terminating service.

If you have any questions or concerns, please call me at 805-642-6077. Again, thank you for allowing us the opportunity to present this proposal and I look forward to hearing from you in the near future.

Sincerely,

Steve Zolotas
Steve Zolotas
Owner-Operator
steve@westoakspestcontrol.com

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** December 17, 2025

Agenda Section: Section C: Facilities Agreement

Ratification of Agreement #25-178 – West Coast Arborists, Inc. (Pifko/Bennett)

West Coast Arborists, Inc. will continue to provide tree-care services, including trimming, removals, and arborist assessments, at all Oxnard School District sites as needed.

Term of Agreement: July 1, 2025 through June 30, 2027

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 ratify Agreement #25-178 with West Coast Arborists, Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #25-178, West Coast Arborists, Inc. (4 Pages)
Rate Sheet (1 Page)

Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

25-178
Contract Number

This Services Agreement (the "Agreement") is made and entered into December 17, 2025 by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and West Oaks Pest Control, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

West Coast Arborists, Inc.	805-671-5092
Provider	Telephone Number
2200 E. Via Burton	lperez@wcainc.com
Street Address	E-mail Address
Anaheim, CA 92806	
City, State, Zip code	Tax Identification or Social Security Number

Services

Provide tree-care services, including trimming, removals, and arborist assessments, at all Oxnard School District sites as needed.
Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

July 1, 2025 - June 30,2027	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

Schedule of Compensation for Year 2025 - 2026

Tree Maintenance Services performed by WCA, Inc.

Item	Description	Unit	Proposed Prices
1	Annual Grid Prune	Each	$175.00
2	Svc Rqst Prune 0-6 DSH	Each	$75.00
3	Svc Rqst Prune 7-16 DSH	Each	$175.00
4	Svc Rqst Prune 17-24 DSH	Each	$255.00
5	Svc Rqst Prune 25-36 DSH	Each	$395.00
6	Svc Rqst Prune 37+ DSH	Each	$495.00
7	Palm Prune - king, queen, coco	Each	$75.00
8	Palm Prune - washingtonia	Each	$110.00
9	Palm Prune - date	Each	$300.00
10	Tree & Stump Removal 0-36 DBH	Inch	$54.00
11	Tree & Stump Removal 37+ DBH	Inch	$74.00
12	Tree Only Removal 0-36 DBH	Inch	$44.00
13	Tree Only Removal 37+ DBH	Inch	$64.00
14	Stump Only Removal	Inch	$34.00
15	Plant 15 Gallon Tree w/RB	Each	$225.00
16	Plant 15 Gallon Tree	Each	$200.00
17	Plant 24" Box Tree w/RB	Each	$450.00
18	Plant 24" Box Tree	Each	$400.00
19	Root Pruning	Foot	$34.00
20	Aerial Lift - 95'	Hour	$90.00
21	Stump Grinder	Hour	$90.00
22	Masticator	Hour	$190.00
23	Excavator	Hour	$190.00
24	Crane - 10 Ton	Hour	$90.00
25	Crane - 20 Ton	Hour	$140.00
26	Crane - 40 Ton	Hour	$190.00
27	Bobcat/Loader	Hour	$90.00
28	Roll Off Truck	Hour	$90.00
29	Arborist Services	Man Hour	$175.00
30	Crew Rental - per man	Man Hour	$110.00
31	Emergency Crew Rental - per man	Man Hour	$140.00

The proposed rates reflect the same rates from the Glendale USD's formal competitive bid which WCA was successfully awarded. We would be glad to offer these same rates effective 11/1/2025. The rates will remain valid for 12 months.

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** December 17, 2025

Agenda Section: Section C: Facilities Agreement

Ratification of Agreement #25-183 with Universal Engineering Sciences (UES) to Provide Geotechnical Engineering Services for the Lopez Academy Reconstruction Project (Pifko/Bennett/CFW)

In October 2024, the Board approved an Agreement for Geotechnical Technical Services for the Lopez Academy Reconstruction Project.

During the Division of the State Architect (DSA) plan review process, additional comments regarding geological clarification for the Lopez Academy Reconstruction Project were issued to the Architect. The contract with the Geotechnical Engineer lapsed on June 30, 2025. In order to provide a response to DSA, a new agreement is required to provide a funding mechanism for the required services.

The purpose of this item is to ratify a new Professional Services Agreement for Universal Engineering Services to provide additional geotechnical engineering services as required by DSA for the Lopez Academy Reconstruction Project.

Terms of Agreement: October 17, 2025 through June 30, 2027

FISCAL IMPACT:
$22,500.00 – Measure I Bond Funds

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board ratify the Professional Services Agreement #25-183 with Universal Engineering Sciences (UES).

ADDITIONAL MATERIALS:

Attached: Agreement #25-183, Universal Engineering Sciences (15 Pages)

SERVICES AGREEMENT

Requisition Number

Purchase Order Number

25-183

Contract Number

This Services Agreement (the "Agreement") is made and entered into this 17th day of December, 2025 by and between Oxnard School District (hereinafter referred to as "District") and Universal Engineering Sciences (UES), (hereinafter referred to as "Provider.")

PROVIDER.

Universal Engineering Sciences (UES)	(951) 214-6200
Provider	Telephone Number
14538 Meridian Pkwy, Suite A	
Street Address	Fax Number
Riverside, CA 92518	JNieto@teamues.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 October 17, 20 25, and terminate on June 30, 20 27. 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	Universal Engineering Sciences (UES)
District	Provider
Attn: Mark Bennett	Attn: Jorge Nieto
1051 South A Street	14538 Meridian Pkwy, Suite A
Street	Street
Oxnard, CA 93030	Riverside, CA 92518
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 following:

Accountants, attorneys, education consultants, nurses, therapists	$1,000,000.00
Architects	$1,000,000.00 or $2,000,000.00
Physicians and medical corporations	$5,000,000.00

e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
☐ 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	Universal Engineering Sciences (UES)
District	Provider
By: _____	_____
Signature	Signature
Melissa Reyes	Jorge Nieto
Name	Name
Director, Purchasing	Project Manager
Title	Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

At Lopez Middle School, continuation of services to provide responses to the California Geological Survey (CGS) to gain project approval and provide services related Geological Issues related to the project through completion.

WORK SCHEDULE:

Terms of Agreement: October 17, 2025 through June 30, 2027

SCHEDULE OF FEES

FEES:

Compensation for Services	$ 22,500.00
Actual and Necessary Travel Expenses	$ 0.00
Other Expenses	$ 0.00
Total Amount not to Exceed	$ 22,500.00
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 projectinvoices@cfwinc.com. Net 30 terms

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: December 17, 20 25

Provider: Universal Engineering Sciences (UES)

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- ■ Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- ☐ The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- ☐ The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

_____
Name/ Title of Authorized Representative

_____
Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby ***certify, represent and warrant*** to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- ■ Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have ***only limited or no contact*** with any District student(s).
- ☐ Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

_____
Name/ Title of Authorized Representative

_____
Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** December 17, 2025

Agenda Section: Section C: Facilities Agreement

Ratification of Amendment #003 to Agreement #23-152 with SVA Architects to Provide Architectural Services for the Fremont Middle School Reconstruction Project (Pifko/Bennett/CFW)

The Fremont Middle School Reconstruction Project consists of a complete reconstruction of the Fremont campus with an entirely new set of facilities, built according to current State code, Oxnard School District (District) specifications, and 21st century educational program requirements. The proposed phased build-out of the school will incorporate the existing and projected enrollment of approximately 750 students at the site and the need to design the facility in such a manner that a subsequent phase to accommodate increased enrollment, if needed, would only require the construction of additional classrooms.

At its regularly scheduled meeting on October 04, 2023, SVA Architects was awarded Agreement #23-152 to provide Architectural Engineering Services for the Fremont Middle School Reconstruction Project.

During design, the city mandated requirements not anticipated during the original design related to off-site improvements and implementation of the Stormwater Pollution Prevention Program (SWPPP) as required by the State of California. The purpose of this amendment is to provide the services required for the full duration of the project and extend the terms through June 30, 2028.

FISCAL IMPACT:
$69,960.00 – Measure I Bond Funds

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Amendment #003 to Agreement #23-152 with SVA Architects.

ADDITIONAL MATERIALS:

Attached: Amendment #3 (6 Pages)
Agreement #23-152, SVA Architects (57 Pages)

Amendment No. 003 to Architect Services Agreement No. 23-152

The Architect Services Agreement No. 23-152 ("Agreement") entered into on October 04, 2023, by and between the Oxnard School District ("District") and SVA Architects, Inc. ("Architect"), is hereby amended by the parties as set forth in this Amendment No. 003 to the Architectural Services Agreement No. 23-152 ("Amendment") that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained Architect to provide architectural and design services for Fremont Middle School Reconstruction Project ("Project");

WHEREAS, the Architect in the process of completing the design work for the Project and will submit the construction documents to the Division of the State Architect ("DSA") for their review;

WHEREAS, the Board of Trustees has taken certain actions to approve the design of the Fremont Middle campus Reconstruction;

WHEREAS, the Board recognizes that the timing of the various components of work must all be approved by DSA and additional testing of soils will be required;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

AMENDMENT

The Parties agree to add the following language to SECTION 4.1 of the Agreement:

The definition of Basic Services is expanded to include the deliverables and submittals set forth herein, provided for under the original Agreement between the Parties and those identified in Exhibit F hereto, where not inconsistent with the original Agreement or this Amendment. Terms used in Exhibit F shall have the same meaning as those terms are defined in the Agreement.

The Parties agree to add a new SECTION 5.2.3 to the Agreement as follows:

SECTION 5.2.3 Additional Compensation for Fremont Middle School Reconstruction Project revised Scope of Work. The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit "F" thereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit "C" of the original Agreement for the Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat "all-in" Basic Fee for the additional work totaling: **Sixty-Nine Thousand Nine Hundred Sixty Dollars and Zero Cents ($69,960.00). This fee shall include all the work necessary to implement the City mandated requirements not anticipated during the original design related to off-site improvements and implementation and monitoring for two years of the Stormwater Pollution Prevention Program**

(SWPPP) including the costs of any sub-consultants or any specialty consultants. This Amendment also extends the term of the agreement through June 30, 2028.

The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement No. 23-152 entered into and executed by the Parties on October 04, 2023 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, Exhibit "F" hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 003 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT:

By: _____ _____
Melissa Reyes, Director, Purchasing Date:

SVA ARCHITECTS, INC.:

By: _____ _____
Robert Simons, Principal Date:

AMENDMENT NO. 3 – REVISED

Architect:	SVA Architects, Inc. ("Architect") 6 Hutton Centre Drive, Suite 1150 Santa Ana, CA 92707	**Client:**	Oxnard School District ("District" or "Client") c/o CFW, Inc. 1901 S. Victoria Avenue, Suite 106 Oxnard, CA 93035
Architect Contact:	Xavier Salas/Melvyn Tan	**Client Contact:**	Gerald Schober (gschober@cfwinc.com)
Agreement Date:	September 20, 2023 ("Master Agreement") October 4, 2023	**Amendment Date:**	June 30, 2025
Project Name:	Fremont Middle School Reconstruction ("Project")	**Description:**	Additional Services: Civil Engineering – Offsite Improvements Design, Legal Descriptions, SWPPP, Cost Estimating
SVA Project No.:	2023-40187.803	**Client Reference:**	Agreement #23-152, PO #P24-02231

A. Scope of Services

SVA and its Consultant/s shall provide the following services in accordance with the terms and conditions of the Agreement:

See Attachment 1 for full details of the scope of work.

B. Compensation

Architect will be compensated for the additional services delineated herein in accordance with the terms and conditions of the Agreement on a fixed fee basis in the amount of **Sixty-Four Thousand Six Hundred Eighty Dollars ($64,680.00)** as summarized below:

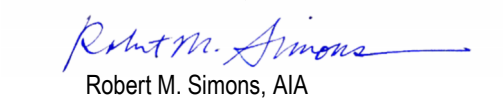
Offsite Improvements Design	$44,000.00
Legal Descriptions + Exhibits	$ 5,280.00
Stormwater Pollution Prevention Plan (SWPPP)	$14,080.00
Cost Estimating	$ 1,320.00

Note: SWPPP fee is based on construction being completed in one year. Each additional year of construction will require an additional $5,280 per year.

Reimbursable expenses of Architect will be invoiced in accordance with the terms and conditions of the Agreement and are not included in the above-stated compensation.

It is expressly understood that the requirements of Cal. Business and Professions Code § 5536.22 requiring mutual written agreement by the parties prior to proceeding with the work are met by this Amendment. In the event that contract negotiations are pending at the time this Amendment is executed, the parties understand and agree that upon execution of such final agreement, that all work performed under this Amendment will be governed by the terms and conditions thereof. In the event that an agreement has been executed by the parties at the time of this Amendment, it is understood that this Amendment amends the Agreement only as delineated herein, all other terms of the Agreement shall remain the same. Architect will not proceed with work until this form is executed and returned. **The undersigned represents and warrants that he/she has the authority to bind the entity for which he/she is executing this Amendment**.

Approved and Accepted:

Architect:	**SVA Architects, Inc.**
Signature:	
Printed Name:	Robert M. Simons, AIA License No. C18301
Title:	Partner and President
Date:	June 30, 2025

Approved and Accepted:

Client:	**Oxnard School District c/o CFW, Inc.**
Signature:	
Printed Name:	
Title:	
Date:	

VCA ENGINEERS, INC.
QUALITY SERVICE COMMITMENT
CIVIL ■ STRUCTURAL
MBE ■ DBE ■ SBE

June 18, 2025

Mel Tan, R.A.
Principal
Lead Project Designer
SVA Architects
6 Hutton Centre Drive, Suite 1150
Santa Ana, CA 92707
T: (949) 809-3380

Subject: Fee Proposal for Additional Civil Engineering Services for
Oxnard School District, Fremont Middle School
1130 N. M Street, Oxnard, CA 93030
Offsite Improvements

Dear Mel:

VCA Engineers is very pleased to submit this fee proposal to perform civil engineering services associated with the above project. Based on the email received dated June 17, 2025, we are being requested to provide civil engineering services for the offsite improvements associated with the Fremonte Middle School Project located within the Oxnard School District. Improvements include the following:

1) Provide offsite improvement plans to include the design of new sidewalk, curb and gutter, new driveway and closure of existing driveway fronting the project site along N. H Street. Please note, our scope excludes street widening, streetlights, street trees, traffic signals and street striping and any other street work along N. M Street and Glenwood Drive including the alley.
2) Prepare new legal descriptions + exhibits for the new fire water line that services the new fire hydrants.
3) Stormwater Pollution Prevention Plan (SWPPP).

Accordingly, we have prepared this fee proposal which will cover the following: (I) our proposed scope of work, (II) the project schedule, and (III) our consulting fee. Our scope of services will be all inclusive as required to complete the project in a concise and timely manner as mandated by project schedules and standard requirements of professional practice.

Our understanding of the civil scope of work to be provided for the offsite improvements is as follows:

1. Demolition of existing hardscape and landscape areas.
2. Grading and Accessibility for the new improvements at the site.
3. Provide horizontal and vertical control for the new improvements.
4. Provide offsite improvement plans to include design of new sidewalk, curb and gutter, new driveway and closure of existing driveway fronting the project site along N. H Street. Please note, our scope excludes street widening, streetlights, street trees, traffic signals and street striping and any other street work along N. M Street and Glenwood Drive including the alley.
5. Prepare new legal descriptions + exhibits for the new fire water line that services the new fire hydrants, any agency fees associated are to be paid by the owner.

6. Stormwater Pollution Prevention Plan (SWPPP).

I. Civil Engineering Scope of Services

DESIGN

1. Provide due diligence for civil requirements from the City of Oxnard.
2. VCA will prepare the offsite construction documents to include civil drawings drawn in AutoCad Civil 3D depicting: Site Demolition Plan, Site Horizontal and Vertical Control, Site Paving, Grading and profile.
3. Provide offsite improvement plans to include design of new sidewalk, curb and gutter, new driveway and closure of existing driveway fronting the project site along N. H Street. Please note, our scope excludes street widening, streetlights, street trees, traffic signals and street striping and any other street work along N. M Street and Glenwood Drive including the alley.
4. Prepare new legal descriptions + exhibits for the new fire water line that services the new fire hydrants.
5. SWPPP is required by the State WQCB for disturbed construction areas greater than one (1) acre. VCA will prepare the SWPPP Handbook and upload these into the State's SMARTS System in order to obtain the WDID Number and associated Notice of Intent (NOI) and Notice of Termination (NOT).
6. VCA will prepare all documents in accordance with the Standards, Guidelines and Design Criteria of the City of Oxnard or industry best practices etc unless directed otherwise. We will download these standards for our use if available at the agency's website or we will request these standards from you.
7. Attend a maximum of two (2) coordination meetings and as required virtual meetings related to civil.

BIDDING AND PERMITTING PHASE

8. Obtain Plan-check approval of civil drawings from authorities having jurisdiction over the project.
9. Incorporate Plan-check review comments/corrections, if any.

CONSTRUCTION PHASE (CA)

10. Provide written response to contractor's questions and clarifications during construction.
11. Assist in reviewing contractor's change orders related to civil works.
12. Review and approve contractor's submittals.
13. Conduct three (3) site visits to observe civil works during construction.
14. Prepare Record Drawings based on contractor's red marks on field drawings and project RFI's and RFC's.

EXCLUSIONS (NOT IN SCOPE)

A. Requests, either by city, owner, or client for items not covered by this fee proposal.
B. Topographical mapping and topographic field survey of the site including ALTA Map Preparations.
C. Geotechnical and environmental engineering including percolations tests, methane mitigation, testing and reports.
D. Phasing Plans requiring separate submittals, plan checking and permits.
E. Traffic Engineering including Traffic Signalization, Signage, Street Lights, Street Tress and Street Striping (Pavement Markings).
F. Structural engineering including site ramps and site retaining walls.
G. SWPPP Monitoring (by QSP). It is assumed that the selected contractor will perform this work in conjunction with the Legally Responsible Person (LRP) of the Owner.
H. All new or existing wet utilities.
I. All new or existing above and underground dry utilities including gas lines, electrical, telephone, and cable lines. It is expected that the other Team subconsultants will coordinate the design of their removal, relocations, or installation as these are not VCA expertise.
J. Street widening.

K. Design of Lift Stations and Pump Stations including its electrical connections.
L. Design and coordination of the removal, relocation, or abandonment of unknown and unforeseen existing wet or dry underground utilities, vaults or septic systems in public right of way or private property that are discovered during construction.
M. Existing utility investigation and verification through utility potholing, use of GPR or EM line locating instruments depending on the level of data accuracy that will be required by the client. Also, CCTV of existing gravity lines to determine pipe soundness, clogging and working condition is not included. Otherwise, client to provide information on the existing utility lines including actual location of pipe, type of pipe material, invert elevations, earth cover, and or pipe slopes.
N. Feasibility study, determination, evaluation and testing of existing infrastructures at points of connection or for the entire project site except as proposed herein.
O. Cost Estimating
P. Title reports, recorded documents, easements, street dedications, lot consolidation or lot ties, lot line adjustments, parcel maps and property realignments and recordings etc, street encroachment permits, except as noted in this proposal.
Q. Plan-check fees and other jurisdictional fees, if any.
R. Multiple drawing reproductions, CADD plotting, Mylar photo work, sepia reproductions and next-day deliveries required for this project other than VCA's one set reproduction for milestone submittals.

II. Project Schedule

Our service will commence upon receiving written Notice-to-Proceed from you and approval of this letter proposal. We are committed to abiding by your project schedule. The design deliverable phases are anticipated to be CD, Permitting and CA. Each design phase is to be performed following our in-house requisite quality control procedures.

AGREEMENT #23-152

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

SVA ARCHITECTS

AND

OXNARD SCHOOL DISTRICT

October 4, 2023

FOR

Fremont Middle School Reconstruction

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (**"Agreement")** is entered into on this **20th day** of **September, 2023** by and between **SVA Architects**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the **"Architect"**), with a business address at **6 Hutton Center Drive Suite 1150, Santa Ana, CA 92707** and the Oxnard School District, a California public school district (**"District"**), with offices located at 1051 South A Street, Oxnard CA 93030, in connection with services commencing on **September 20th, 2023**. District and Architect are sometimes individually referred to herein as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the District proposes to undertake the construction and installation of certain improvements, as further defined and described below (the **"Project"**) and, in connection with the Project, requires the services of a duly qualified and licensed architect.

WHEREAS, the Architect represents that its employees are licensed to practice architecture in the State of California, as appropriate, and that the Architect is qualified to perform the services required under this Agreement.

WHEREAS, the Parties intend that the Architect provide professional services pursuant to this Agreement, under the management and oversight of the District's Representative, in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District's staff.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

SECTION 1
GENERAL PROVISIONS

1.1 DEFINITIONS. When used in this Agreement, the following terms shall have the meanings set forth below:

1.1.1 "Addendum" shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.

1.1.2 "Additional Services" shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.

1.1.3 "Agreement" shall mean this document and all its identified exhibits, attachments and amendments.

1.1.4 "Architect" shall mean the architectural firm listed in the first paragraph of this Agreement.

1.1.5 "Architect Consultant" shall mean a person properly qualified and licensed in various aspect of design and construction employed at Architect's sole expense, pursuant to prior approval from the District, to provide Services for the Project.

1.1.6 "Architect's Supplemental Instruction" or **"ASI"** shall mean a small set of drawings which better explains the intent of the design of a building or structure

1.1.7 "As-Built Documents" shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals etc.) showing the condition of the Project as actually built and accepted.

1.1.8 "As-Built Drawings" shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.

1.1.9 "Basic Fee" shall mean the compensation provided to the Architect for providing Basic Services.

1.1.10 "Basic Services" shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project, (ii) preparing educational specifications for the Project, and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State..

1.1.11 "Bid" shall mean the written proposal submitted to the District by a Contractor in accordance with the Bid Set for the construction of the Project.

1.1.12 "Bid Set" shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.

1.1.13 "Bidder" shall mean the person or entity submitting a Bid.

1.1.14 "BIM" or "Building Information Modeling" shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.

1.1.15 "CDE" shall mean the California Department of Education.

1.1.16 "Change Order" or **"CO"** shall mean a written document between the District and the Contractor that is signed the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.

1.1.17 "Change Order Request" or **"COR"** shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its changes clause) which becomes a Change Order when approved by the other party (owner or contractor).

1.1.18 "CHPS" shall mean Collaborative for High Performance Schools.

1.1.19 "Construction Budget" shall mean the Construction Cost, established by the District representative, of the documents and specifications prepared by or under the direction of the Architect, as amended by agreement of the parties during any subsequent phase.

1.1.20 "Construction Cost" shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any of their consultants, (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District, (iii) all costs and fees related to off-site improvements, (iv) all costs incurred to remedy any design or construction defects or errors, and (v) any other Project-related costs and fees typically excluded.

1.1.21 "Construction Documents" shall mean those documents which are required for the actual construction of a project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.

1.1.22 "Construction Manager" shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.

1.1.23 "Construction Document Phase" shall have the meaning set forth in Exhibit B.

1.1.24 "Construction Phase(s)" shall mean individual construction contract packages that are bid separately.

1.1.25 "Constructability Review" shall mean, the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect by the District; (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractors can construct the Project as therein depicted without delays, disruptions, or additional costs.

1.1.26 "Contractor" shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.

1.1.27 "Contractor Payment Application" shall mean a Contractor's written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.

1.1.28 "Design Bid Build" shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.

1.1.29 "Design Development Phase" shall have the meaning set forth in Exhibit B.

1.1.30 "District" shall mean the Oxnard School District.

1.1.31 "District Design Standards" shall be the implementation of standard equipment and/or products as determined by the District, into the overall project design.

1.1.32 "District's Representative" shall mean the Superintendent and/or, Deputy Superintendent, Business & Fiscal Services and/or Director of Facilities, or any authorized designee of those officers.

1.1.33 "DSA" shall mean the Division of the State Architect of the State of California.

1.1.34 "DSA Record Set" shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.

1.1.35 "Educational Specifications" shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.

1.1.36 "Funding Consultant" shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State.

1.1.37 "Guaranteed Maximum Price" or "GMP" shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the "Estimated GMP" and the "Final GMP".

1.1.38 "Inspector of Record" or **"IOR"** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.

1.1.39 "Lease-Leaseback" shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.

1.1.40 "LEED" shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.

1.1.41 "Weekly Memo" shall mean a written summary of progress of the specific task or portion of the work provided on Friday of every week to CFW's Sr. Program Manager in charge of the program.

1.1.42 "Modernization/New Construction" shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.

1.1.43 "MOU" shall mean a memorandum of understanding.

1.1.44 "Notice of Completion" or **"NOC"** shall mean the legal notice filed with the County Recorder after completion of construction project.

1.1.45 "OPSC" shall mean the Office of Public School Construction of the State of California.

1.1.46 "Phase" when used without the word "Construction" shall mean the various phases of architectural work described in this Agreement.

1.1.47 "Potential Change Order" or **"PCO"** shall mean is a written document before it has been approved and effected by the contractor and owner.

1.1.48 "Principal(s)" shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.

1.1.49 "Project" shall mean the project described hereinafter in Section 3.

1.1.50 "Project Budget" shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project; including but not limited to professional services, bids for all construction (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.

1.1.51 "Project Director" shall mean, with reference to the Architect, a licensed, experienced and well-trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including but not limited to executing change orders during construction, and to bind the Architect to any commitments made on the Architect's behalf in connection herewith.

1.1.52 "Project Manager" shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.

1.1.53 "Project Schedule" shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Contractors and other consultants.

1.1.54 "Prolog" shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.

1.1.55 "Request for Information" or **"RFI"** shall mean a written request from a contractor to the District or Architect for clarification or information about the contract documents following contract award.

1.1.56 "SAB" shall mean the State Allocation Board of the State of California.

1.1.57 "Schematic Design Phase" shall have the meaning set forth in Exhibit B.

1.1.58 "Services" shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and those Services reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.

1.1.59 "SWPPP" shall mean Storm Water Prevention and Pollution Plan.

1.1.60 "Time Impact Analysis" or **"TIA"** shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the owner or contractor.

1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2
EMPLOYMENT OF ARCHITECT

2.1 EMPLOYMENT OF ARCHITECT. The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all professional architectural and related Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the professional services required to complete the Project in a professional and conscientious manner in accordance and consistent with highest industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project, and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.

2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES. The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.

2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES. The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 3
THE PROJECT

The Project consists of such works of new construction, modernization and/or improvement that require services to be provided by Architect described more fully on Exhibit A.

SECTION 4
SERVICES

4.1 BASIC SERVICES. The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit A.** The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.

4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES

4.2.1 Employment of Personnel. The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District. Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.

4.2.2 Employment of Architect Consultant(s). For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.

4.2.3 The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultants shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultants. The Architect's Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant firms proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed firm and/or personnel. If the proposed firm and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

4.2.4 Cooperation with District and Other Consultants. The Architect and its Consultant (s) shall confer and cooperate with District, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and each Project.

4.2.5 Project Management Software. The project may be managed through a project management software from design through closeout. Architect will utilize the software as required by the District.

4.2.6 Corrections to Construction Documents and Other Deliverables. The Architect shall revise the Construction Documents as needed to incorporate any and all change orders and other necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultants. The Architect shall also provide any modifications to any deliverables required under **Exhibit A** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultants.

4.2.7 Weekly Reports. The Architect shall provide written weekly reports discussing the progress made concerning Services and sent to the District's Sr. Program Manager.

4.2.8 Minutes of Progress Meetings. The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.

4.2.9 Independent Reviews; Audits. Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.

The scope of the Architect's obligations during Constructability Review includes without limitation written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the design documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.

4.2.10 Independent Cost Estimates. The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's required estimates with any independent estimator's estimate.

4.2.11 Inspection of Records; Familiarity with Site and Project. The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

4.2.12 Construction Delivery Methods: Lease-Leaseback. The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.

4.2.13 Funding Applications and Approvals. The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may

be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.

4.2.14 District Design Standards. The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.

4.2.15 Storm Water Prevention and Pollution Plan (SWPPP). The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the **required regulatory approval**s and permits.

4.2.16 Changes. The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.

4.2.16.1 Changes Required to Meet Construction Budget. If the lowest responsible bid exceeds one hundred ten percent (110%) of the Construction Budget, Architect shall revise the scope of the project for re-bidding at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope intended to effect cost reduction and no such changes shall be effective until approved by the District.

4.2.17 Deliverables. Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on **Exhibit A.**

4.3 ADDITIONAL SERVICES

4.3.1 Architect Additional Services. Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services.

4.3.2 The following services are not Basic Services under this Agreement and are to be considered Additional Services:

4.3.2.1 Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements, (ii) revisions that should have been implemented during design or (iii) necessary to comply with applicable laws, rules, or regulations.

4.3.2.2 Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions

of the Architect or the Architect Consultants, including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not the result of negligence or errors or omissions of the Architect or the Architect Consultants.

4.3.2.3 Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor, or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultants.

4.3.2.4 Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect's Basic Services, and (ii) the preparation of special delineations and models of facilities not included in the original Project.

4.3.2.5 Contract administration services performed more than 180 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultants.

SECTION 5
ARCHITECT'S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 Compensation Description. The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

TWO MILLION FIVE HUNDRED NINETY-EIGHT THOUSAND DOLLARS ($2,598,000)

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for each Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in **Exhibit A**, and approval of invoices satisfactory to the District , in amounts not to exceed the percentages for each Phase as set forth in the following Table:

Architectural Phases		
1	Project Initiation Phase	2.0%
2	Development of Architectural Program	2.0%
3	Schematic Design Phase	10.0%
4	Design Development Phase	17.0%
5	Construction Documents Phase	40.0%
6	Bidding Phase	2.5%
7	Construction Phase	20.0%
8	Project Close Out Phase	6.5%
Total Basic Fee		100.0%

5.1.1.1 Invoices. Invoices may be submitted at the end of each phase in the Table above or as a monthly progress billing per each phase, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District.

5.1.1.2 Close-Out Phase. The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit C**, provided that payment will be made as follows: (i) three percent (3%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit A**) to DSA; and (ii) three and one-half percent (3.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultants providing Services in connection with this Agreement have been paid.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 DISPUTED AMOUNTS. In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

5.4 COMPENSATION FOR REIMBURSABLE SERVICES

5.4.1 PRIOR APPROVAL. The District will not be obligated to pay for any service(s) performed or cost incurred by the Architect without prior written authorization by the District. The following will not reimbursed under this Agreement:

5.4.2 REIMBURSABLE EXPENSES. The EXCLUSIVE list of reimbursable expenses is set forth below. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed $20,000.00:

5.4.2.1 Travel and Mileage. Architect must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Architect's office or Architect Consultant's office to the Project site(s) or to the District's office will not be approved for reimbursement.

5.4.2.2 Reimbursable Reprographic Services. Print sets or copies requested in writing by the District beyond the quantities required under **Exhibit A**.

5.4.2.3 Fees for Consultants. Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 Invoices for Architect's Basic Services. Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

5.5.1.1 Each invoice must be accompanied by an **Approval Letter** from the District in the form of **Exhibit B**, attached hereto.

5.5.1.2 Progress payments shall not be made at any time during the Bidding Phase. If District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

5.5.2 Invoices for Additional Services. Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services, shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District.

5.5.3 Invoices for Reimbursable Expenses. Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

5.5.4 Final Invoice. Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted

FINAL INVOICE FOR THE FREMONT MIDDLE SCHOOL RECONSTRUCTION PROJECT. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay within forty-five (45) days of approval of final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

5.5.5 Combined Invoices. Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

SECTION 6
DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

6.1.1 For Cause. The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. This termination shall be effective if with respect to any monetary Architect Default, the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District and with respect to any non-monetary default for which no time period for cure is otherwise specified below, the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceed the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

6.1.2 For Convenience. The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly, but in

no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

6.1.3 Temporary Suspension of Services. If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If one hundred twenty (120) consecutive calendar days or more have elapsed before the Services are resumed, the Project's Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.

6.2 ARCHITECT DEFAULT. The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:

6.2.1 Inability to pay debts and Failure to Pay Architect Consultants. At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultants providing services in connection with this Agreement.

6.2.2 Assignment for the benefit of creditors. An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.

6.2.3 False or misleading. Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.

6.2.4 Failure to Provide Acceptable Design. The Architect's failure to provide a functional design that can be built within the Construction Budget in accordance with industry standards.

6.2.5 Defective Services; Errors or Omissions; Failure to Perform. The Architect or the Architect Consultant (a) provides defective services, including any deficiencies due to errors or omissions, or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).

6.2.6 Willful violation. The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Contract Documents, or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.

6.2.7 Failure to Cooperate with DSA. Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU Process will constitute an automatic default.

6.2.8 Unapproved Assignment. The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

6.2.9 Disregard of District Authority or Direction. The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.

6.2.10 Violation of Applicable Law. The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.

6.2.11 Failure To Maintain Errors and Omissions Insurance. The Architect fails to maintain the insurance required pursuant to Section 11.2.2.3 herein.

6.3 DISTRICT REMEDIES

6.3.1 General Remedies. If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.

6.3.2 Withholding Payment. If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.

6.3.3 Stop Work. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.

6.3.4 Errors & Omissions; Additional Costs. In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultants, including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project, or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.

6.3.5 Self Help. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants

made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

6.3.6 Payment to Consultant. If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

6.4 TERMINATION BY ARCHITECT. The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

6.4.1 Failure to Pay Undisputed Amounts. The Architect my terminate upon thirty (30) days notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

6.4.2 Long Term Suspension of Project. If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

6.5.1 Payment for Services. In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7
DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

7.1.1 District's Representative: The District's Representative represents the District in all matters pertaining to the Services. The District's Representative shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the work without undue delay.

7.1.2 Statement of Building Program. The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

7.1.3 Surveys and Tests. The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.

7.1.3.1 Site Survey. The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Site.

7.1.3.2 Geologic Hazards Investigation Survey. The District shall have caused to be performed any geological hazards or investigation survey required by State authorities having jurisdiction and make copies available to the Architect for distribution as necessary.

7.1.3.3 Special testing and Inspection. The District shall furnish special testing and inspection services as required by law.

7.1.3.4 Checking and Permit Fees. The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.

7.1.3.5 Advertising. The District shall pay the cost of any advertisements for bids that may be required.

7.1.3.6 District Inspector. The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.

7.1.3.7 Hazardous Material Consultant. Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.

7.1.4 District Site Visits. At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

7.1.4.1 Pre-Final Walk-Through. District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may

assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit A** hereto.

7.1.4.2 Final Site Visit. At the discretion of the District, when notified by the Architect that the construction "punch list" items have been corrected, District staff may accompany the Architect and the Contractor on the final Site visits.

7.1.5 Notice of Defects. If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District's failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents; nor require District to make site visits.

7.1.6 Notice of Completion. When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District's Board of Trustees adopt a Notice of Completion.

7.2 LIMITATION ON LIABILITY OF DISTRICT

7.2.1 Other than as specifically provided elsewhere in this Agreement, the District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

7.2.2 The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

SECTION 8
PROJECT CONSTRUCTION COST ESTIMATES

8.1 CONSTRUCTION BUDGET. The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

8.2 ESTIMATED PROJECT CONSTRUCTION COST. The Estimated Project Construction Cost shall be prepared and updated by the Architect as required in **Exhibit A** during each Phase of the Services and shall be subject to District approval. The Estimated Project Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes aware that the Estimated Project Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

SECTION 9
PROJECT SCHEDULE

9.1 SCHEDULE

9.1.1 Time for Completion. Time is of the essence and failure of the Architect to perform services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the project schedule are binding, unless extended in writing by the District Representative.

9.1.2 Delays. Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant (including their respective employees or those in a direct contractual relationship with either).

9.1.3 Notice of Delay. The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder, (ii) the performance of Services, or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

9.1.4 Force Majeure. Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

SECTION 10
DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant, as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In

addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

10.2 REUSE BY DISTRICT. All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to an Assigned Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to an Assigned Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

10.2.1 The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultants for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

10.2.2 Notwithstanding Section 1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's consultants, if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant, and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

10.2.3 This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

10.3 COPYRIGHT. The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.

10.4 TECHNOLOGY USED. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.

10.5 DELIVERABLES UPON TERMINATION. Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultants, if any.

10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES. After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11
INDEMNIFICATION AND INSURANCE

11 INDEMNIFICATION. INDEMNITY AND LITIGATION COSTS. To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Architect agrees that it will indemnify, defend and hold the District, the District's Representative, and their respective Board members, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:

11.1.1.1 Any and all claims under worker's compensation acts and other employee benefit acts with respect to the Architect's employees or Architect Consultant's employees arising out of Architect's work under this Agreement; and

11.1.1.2 Any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of the Architect, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Indemnitees or of other third parties for which the Architect is not legally liable.

11.1.2 To the fullest extent permitted by law, the Architect agrees to indemnify and hold the Indemnitees entirely harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by the negligent professional act or omission in the performance of professional services or willful misconduct by the Architect, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.

11.1.3 The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent caused by the Architect, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.

11.1.4 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

11.2 INSURANCE. Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.2.1 Minimum Limits of Insurance. The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:

11.2.1.1 Commercial General Liability Insurance with a limit of not less than $2,000,000 each occurrence for bodily injury, personal injury and property damage/$4,000,000 annual aggregate.

11.2.1.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of $1,000,000 limit each accident.

11.2.1.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than $2,000,000 per claim and $2,000,000.00 in the annual aggregate.

11.2.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.1.5 Employer's Liability Insurance in an amount not less than $1,000,000 per accident for bodily injury or disease.

11.2.2 Minimum Scope of Insurance.

11.2.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.2.2.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.2.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after Final Completion of the Project to which it applies. The "retro date" must be shown and must be before the date of this Agreement.

11.2.3 Valuable Document Insurance: The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by Architect.

11.2.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.2.4.1 The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.

11.2.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

11.2.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier "will endeavor" or that "failure to mail such notice shall impose no obligation and liability upon the company" shall not be acceptable.

11.2.4.4 The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11.2.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.2.5.1 Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best's Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

11.2.5.2 Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

11.2.5.3 The Architect or Architect Consultant, as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.2.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.2.5.5 At all times while this Agreement remains in effect, the Architect and the Architect Consultant shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

11.2.5.6 If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

11.2.5.7 Any deductibles or self-insured retentions in excess of $100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12
DISPUTE RESOLUTION

12 RESOLUTION OF CLAIMS. Claims shall be resolved by the parties in accordance with the provisions of this Section 12. All Claims shall be subject to the **"Claims Resolution Process"** set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims. For purpose of this Section 12, a **"Claim"** shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the Construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

12.1 RESOLUTION OF OTHER DISPUTES. Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

12.2 SUBMISSION OF A CLAIM

12.2.1 By the Architect. The Architect's right to commence the Claims Resolution Process shall arise upon the District's written response denying all or part of a Claim. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect's Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect's statement of dispute shall be signed by a Principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the "Statement of Dispute"). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect's time for performance. Adequate supporting data for a Statement of Dispute involving the Architect's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

12.2.2 By the District. The District's right to commence the Claims Resolution Process shall arise at any time following the District's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events. Notwithstanding the foregoing, the District shall not be able to commence or assert a claim beyond the applicable statute of limitations.

12.3 CLAIMS RESOLUTION PROCESS. The parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Resolution Process.

12.3.1 Direct Negotiations. Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Scope of Services hereunder or, (ii) the termination of the services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Scope of Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Scope of Services and the District shall continue to make payments for those services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.3.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.3.1, the parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

12.3.3.1 Qualifications of Mediator. The parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.3.3.2 Submission to Mediation and Selection of Mediator. The party initiating mediation of a Claim shall provide written notice to the other party of its decision to mediate. In the event the parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

12.3.3.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

12.4 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

SECTION 13
NOTICES

13 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; and (iii) on the date it is accepted or rejected if sent by certified mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:	TO ARCHITECT:
Oxnard School District	SVA Architects
Att: Dr. Anabolena DeGenna, Interim Superintendent	Att: Robert M. Simons, President and Partner
1051 South A Street	6 Hutton Center Drive, Suite 1150
Oxnard, CA 93030	Santa Ana, CA 92707

SECTION 14
REPRESENTATIONS OF THE ARCHITECT

14.1 REPRESENTATIONS OF THE ARCHITECT. By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

14.1.1 The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

14.1.2 The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project or projects until the Architect's duties in connection therewith have been fully satisfied.

14.1.3 The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

14.1.4 The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.

14.1.5 The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any consultants retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or sub-consultants now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

14.1.6 The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

14.2 COMPLIANCE WITH LAWS. The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and

construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, all non-discriminations laws (including federal and state laws), and any and all other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall at all times require the Architect Consultants to fully comply with all such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

14.2.1 Cost Disclosure - Documents and Written Reports. The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars ($5,000).

14.2.2 Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

14.2.3 Fingerprinting & Other Operational Requirements of the District. Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit C** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultants comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

14.2.4 Name and Trademarks. The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

14.2.5 Conflict of Interest. No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

14.2.6 Safety. The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

14.2.7 Labor Certification. By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

14.3 SUPPLEMENTAL CONDITIONS. Any supplemental conditions agreed to by the parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15
MISCELLANEOUS PROVISIONS

15.1 SUCCESSORS AND ASSIGNS. In as much as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.

15.2 SEVERABILITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

15.3 ENTIRE AGREEMENT. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.

15.4 GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.

15.5 NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the standard of care of the Architect for its services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.

15.6 INDEPENDENT CONTRACTOR. The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.

15.7 NO ASBESTOS CERTIFICATION. No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the

Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.

15.8 NON-DISCRIMINATION. No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

15.9 NO THIRD PARTY BENEFICIARY. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.10 ASSISTANCE OF COUNSEL. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

15.11 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

15.12 HEADINGS. The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the contract documents or in any way to affect the terms and provisions set forth herein.

15.13 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

Architect

By: Robert M. Simons

Robert M. Simons, AIA
President and Partner

Date: September 7, 2023

District

By: Lisa A. Franz

Lisa A. Franz
Director, Purchasing

Date: 10-5-23

EXHIBIT "A"

PROJECT

The Oxnard School District (District) is issuing this Request for Architectural Services to assign a design team from the District's pool of prequalified firms for architectural services for the Reconstruction of Fremont Middle School. The project consists of a complete reconstruction of the Fremont campus with an entirely new set of facilities, built according to current State code, District specifications, and 21st century educational program requirements. The proposed phased build-out of the school will incorporate the existing and projected enrollment of approximately 750 students at the site and the need to design the facility in such a manner that a subsequent phase to accommodate increased enrollment, if needed, would only require the construction of additional classrooms.

To maximize cost efficiency and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible.

The District has selected Caldwell Flores Winters, Inc. to act as the District's program manager to direct the selection, design, approval and construction phases for the team of professionals required to implement the Reconstruction of Fremont School project. Selected firms shall work at CFW's direction in the presentation of work product to be approved by the District. The following provides descriptions of the planned scope of work for the Reconstruction of Fremont Middle School and the format by which to receive and review proposals from interested prequalified architectural firms.

PROJECT ORIENTATION

The Fremont Academy of Environment Science & Innovative Design (Fremont) 6-8 school is located at 130 North "M" Street on a 24.3-acre parcel bounded by North "H" and "M" Streets, Devonshire Drive, and residential development to the south. Students participate in an academic curriculum that heavily focuses on the integration of environmental science and design into the core curriculum content and through programs such as science courses designed around environmental science principles.

The school was originally built in 1961 and has a total of 35 permanent classrooms, a computer and a tech lab, and 11 portable classrooms. Approximately 26 of these spaces are used as general-purpose classrooms for core subject areas: Language Arts, Social Studies, and Math. There are four science labs, one Digital Design lab and one band/orchestra room. The Special Day Class (SDC) program is spread across three classrooms, all of which are approximately 910 square feet. Most of the permanent classrooms are in the northwest corner of the campus in various building clusters. The primary support spaces, such as the administration building, library, and gymnasium, are located on the central western portion of the campus with portable classrooms located northwest of the permanent classroom space. The amphitheater and lunch shelter are located northeast of the gymnasium and south of most of the permanent classrooms.

The hard-court area is located south of the gymnasium and stretches to the southwestern end of campus, while the playfields encompass most of the eastern half of the campus. The parent/student drop-off area is in front of the administration building on North "M" Street, while the bus drop-off is located on the western side of campus between the cafeteria building and tennis courts. There are 80 staff and visitor parking spaces located on the far west side of campus, stretching from the permanent classroom area to the tennis courts. The campus fields provide a major student and community youth recreational resource

for after school hour and weekend sport use.

Fremont 6-8 School Existing Conditions

Permanent CRs:	35
Portables:	11
Total:	46
Parking Spaces:	80
Acreage:	24.33



PROJECT REQUIREMENTS

The reconstruction strategy would rebuild a new middle school facility on the open space portion of the site along H Street, but away from Glenwood, maintaining the operation of the existing facility during construction of the replacement school and replacing it thereafter with improved open and recreational space for school and community use. The proposed phased build-out of the school is to incorporate the existing and projected enrollment of approximately 750 students at the site and to design the facility in such a manner that a subsequent phase to accommodate increased enrollment, if needed, would only require the construction of additional classrooms. The lay-out of the school facilities would be such that an additional classroom wing and required science labs could be built without major modifications to the site in the future. Other support spaces would be designed to the district's adopted specifications for a 6-8 middle school to accommodate a 1200 student enrollment.

The reconstructed school may include multi-storied classrooms to accommodate up to 750 students. The proposed project would construct 34 classroom facilities. The school would include 24 general purpose classrooms and 3 dedicated special education rooms, all of 960 square feet. There is an academy room with a maker's space of 1,200 square feet. In addition, 4 science labs and an art lab of 1,200 square feet each, and a band/orchestra room of 1,500 square feet would be constructed. Teaching support spaces of 1,980 square feet, administrative space of 3,405 square feet, and library facilities of 2,000 square feet would be provided per the adopted educational specifications for a 6-8 school. Multipurpose facilities of 14,250 square feet, a lunch shelter of 2,800 square feet as well as student and staff restrooms would be provided as required by code. Parking and student pick up/drop off areas would be provided off North

H Street which would become the entrance to the new facility leaving room for school and community use of the reconfigured paly fields. An allowance for offsite improvements is also provided. Upon completion, students from Fremont would be moved into the new school. The District would like the option of retaining the old facility as long as possible to provide "swing space" to be used to house the next proposed projects in the District's improvement program to be constructed in sequence. Under this option and upon completion in its role as "swing space", the old Fremont campus will be removed and replaced with appropriate field space in support of the new campus for school and community use. The key is to build the "new facilities" in such a manner that the facilities to be replaced remain in use while the new facilities are built and to use those facilities as additional swing space once the new replacement facilities are completed.

DESIGN APPROACH

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project. The proposing architectural firms should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least two (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible.

Architectural firms may select specific components from a variety of approved projects; however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Fremont site. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, City of Oxnard requirements, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Fremont 6-8 school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

METHOD OF CONSTRUCTION DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

DESIGN CONSIDERATIONS & PROJECT VISION

The District has formed a vision for the form and function of facilities that is intended to guide schematic design. All classrooms and labs in the new Fremont facility must be designed and built to accommodate this program at the 6-8 grade levels and enable 21st century methods of teaching and learning. To this end, the District has formed a vision for the form and function of facilities that is intended to guide design.

Furthermore, proposals should integrate design elements, including themes, color schemes, and

functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the culture and character of the Fremont community, and awareness of this historical and multi-faceted community impact should be thoughtfully included in the proposed design.

Attachment A describes the proposed vision and specifications, including design details for each type of room in the new facility. **Design teams are expected to understand and apply the attached vision to their work on the Project** and provide evidence of this understanding within the submittal requirements posed at the end of this Request for Architectural Services.

Examples of common design features include open plan classrooms that maximize floor space, mobile storage furnishing in lieu of built-in casework, floor to ceiling track-mounted sliding panel markerboards, multiple wall-mounted HDTVs, and agile tables, desks, chairs, stools, lecterns, and other items that are comfortable to use, easy to reposition, and promote collaboration and flexibility. Please note that the costs for all required furniture, fixtures, and equipment in the classrooms and labs have been included within the "all-in" project cost discussed in the Master Budget.













OXNARD SCHOOL DISTRICT

REQUEST FOR ARCHITECTURAL SERVICES
FREMONT ACADEMY RECONSTRUCTION PROJECT

Responses Due By: Monday, May 1, 2023, 1:00 pm

SUBMITTED BY:

SVA Architects, Inc.
6 Hutton Centre Drive, Suite 1150
Santa Ana, CA 92707
T: 949.809.3380
www.sva-architects.com

ARCHITECTS

1498

7. PROPOSED FEES

FEE PROPOSAL

Based on the RFP, the site walk, our project understanding, and our team's experience with similar projects, our proposed base fee is **Two Million Five Hundred Ninety-Eight Thousand Dollars ($2,598,000.00)** for our architectural and engineering (A/E) services. Our proposed base fee includes the services of SVA as the Architect and Interior Designer, along with a comprehensive team of engineers and consultants: Civil Engineering, Structural Engineering, MEPT Engineering, Fire Protection, Landscape Design, Cost Estimating, as well as specialty services such as Food Services Design and Acoustical Engineering. Provided below is our proposed fee broken down by key project phases.

Project Phases	Proposed Fees
Conceptual Design	$77,940
Schematic Design	$259,800
Design Development	$649,500
Construction Documents	$909,300
DSA Review/Approval	$77,940
Bid Support	$103,920
Construction Administration	$467,640
Project Closeout	$51,960
Total Fees:	**$2,598,000**

Assumption: Any reports and surveys such as, but not limited to, topographical survey, utility survey, geotechnical report, environmental reports, etc., will be provided by the District.

As always, the SVA team is open and flexible to discuss our fee structure and approach to ensure that the District is receiving the best value for your investments and make sure that our fee is fair and competitive. We are willing to adjust our fees should the budget or scope changes.

REIMBURSABLE EXPENSES

Reimbursement for any direct expenses will be at 1.10 times the actual expense. Reimbursable expenses will include, but not be limited to, computer plots, printing and reproduction, photo work, artist renderings (if requested by Client), overnight delivery, messenger services, and travel expenses. SVA's in-house progress sets are excluded from reimbursement.

> "SVA was able to deliver a project that not only met the District's need for a flexible 21st Century building, but exceeded the District's already high expectations, bringing the project in on budget and on time."

John Chwastyk
Former Director of Facilities
Fremont Unified School District

> "I have found SVA and their staff to be cooperative, responsive, and comprehensive in their work. I appreciate their ability to help guide the project's programming and construction, providing solutions that have saved the District precious dollars without sacrificing quality."

John Addleman
Director of Planning
San Dieguito Union HS District

> "SVA has made their way into the heart of Redondo Beach. They have established a name and reputation for their exceptional work, beyond the South Bay community. SVA has exceeded our learning community's expectations and have made our schools a destination for education."

Dr. Steven E. Keller
Superintendent
Redondo Beach Unified School District

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/5/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
Affinity Insurance Services, Inc.
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034

www.affinitycommercialsolutions.com 0G37135

CONTACT NAME: Affinity Insurance Services, Inc.
PHONE (A/C, No, Ext): 866-854-1782 **FAX (A/C, No):** 800-567-4028
E-MAIL ADDRESS: acs@aon.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co of Amer	25674
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SVA Architects, Inc.
6 Hutton Centre Drive, Suite 1150
Santa Ana CA 92707

COVERAGES **CERTIFICATE NUMBER:** 76709248 **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	✓ COMMERCIAL GENERAL LIABILITY			680007T437569	9/29/2023	9/29/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY ✓ PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BA-7T437742-1	9/29/2023	9/29/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	✓ UMBRELLA LIAB ✓ OCCUR			CUP007T437809	9/29/2023	9/29/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			UB007T437766	9/29/2023	9/29/2024	✓ PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Addendum

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
Debra Weed

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Affinity Insurance Services, Inc.		SVA Architects, Inc. 6 Hutton Centre Drive, Suite 1150 Santa Ana CA 92707
POLICY NUMBER		
680007T437569		
CARRIER	NAIC CODE	EFFECTIVE DATE: 9/29/2023
Travelers Property Casualty Co of Amer	25674	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: Oxnard School District

ADDRESS: 1051 South "A" Street Oxnard CA 93030

Oxnard School District, its Board of Trustee and each member thereof, its officers, employees, agents and designated volunteers as respect the General Liability. Waiver of subrogation in favor of the Additional Insureds as respect the General, Auto Liability. Umbrella is a follow form. 30 day notice of cancellation except 10 days for non-payment. General Liability is primary and noncontributory to other insurance available to the certificate holder, but only to the extent required by written contract with the insured. A waiver of subrogation in favor of Additional Insured as respect the General Liability, Auto Liability and Workers Compensation.

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ADDENDUM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the 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 requiring insurance" applies, or in connection with premises owned by or rented to you.

   The person or organization does not qualify as an additional insured:

   c. With respect to the independent acts or omissions of such person or organization; or

   d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

   The insurance provided to such additional insured is limited as follows:

   e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

   f. This insurance does not apply to the rendering of or failure to render any "professional services".

   g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section **III** – Limits Of Insurance.

   h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

   (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

   (2) The "personal injury" for which coverage is sought arises out of an offense committed;

   after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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3. The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

   "Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

   a. After you have signed that written contract;

   b. While that part of the written contract is in effect; and

   c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

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. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   (2) A watercraft you do not own that is:

   (a) 75 feet long or less; and

   (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

   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) 75 feet long or less; and

   (2) Not being used to carry any person or property for a charge;

B. 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 or joint venture, 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

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76709248 | Master Certificate | Kathy Casey | 10/5/2023 4:06:49 PM (EST) | Page 5 of 16
This certificate cancels and supersedes ALL previously issued certificates.

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. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director 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 retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" 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) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" 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 current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(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 **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property 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 retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, 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:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

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. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTIO N II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver 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 its liability as mortgagee, assignee, successor or receiver 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,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver 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 person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you 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 the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. 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".

J. 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, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. 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;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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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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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB - 007T437766

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.	ARCHITECTS PLAN

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
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by Kathy Casey

DATE OF ISSUE: 09-29-23 **ST ASSIGN:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	PHONE (A/C. No. Ext): (312) 381-1000	FAX (A/C. No.): (312) 381-7007
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
SVA Architects, Inc. 6 Hutton Centre Drive, Suite 1150 Santa Ana, CA 92707 USA	INSURER A: Evanston Insurance Company	35378
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570101595485 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	☐ OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	
	(Mandatory in NH)						E.L. DISEASE-EA EMPLOYEE	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	
A	Architects & Engineers Professional			MKLV7PL0006083 Architects&Engineers	09/29/2023	09/29/2024	Limit Aggregate Deductible	$5,000,000 $5,000,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of insurance

CERTIFICATE HOLDER

SVA Architects, Inc.
6 Hutton Central Drive
Suite 1150
Santa Ana, CA 92707 USA

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

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570101595485

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** December 17, 2025

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #2 to Agreement #24-87 – VCOE – SELPA Physical Therapy Services (DeGenna/Jefferson)

At the Board Meeting of August 7, 2024 the Board of Trustees approved Agreement #24-87 with VCOE to provide PT services in the amount of $77,200.00.

Amendment # 1 in the amount of $5,500.00 was needed to adjust the original contract amount as a mistake was discovered by VCOE PT on their estimate.

Amendment #2 in the amount of $14,500.00 is needed to pay quarter 4 and close the 2024-2025 fiscal year.

With this amendment, the revised total agreement amounts for the 2024–2025 fiscal year is $97,200.00.

FISCAL IMPACT:
$14,500.00 - Special Education Funds

RECOMMENDATION:
It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Amendment #2 to Agreement #24-87 with Ventura County Office of Education/SELPA Physical Therapy Services.

ADDITIONAL MATERIALS:

Attached: Amendment #2 (1 Page)
Agreement #24-87, VCOE (3 Pages)

Ventura County Office of Education
SELPA
5100 Adolfo Way
Camarillo, CA 93012
www.vcoe.org

ADDENDUM TO CONTRACT

District: Oxnard School District

Contract Number: SELPA25-072B

Contract Period: July 1, 2024 – June 30, 2025

Effective Date of Addendum: April 1, 2025

ADDENDUM TO REFLECT UPDATED CONTRACT SERVICES TO THE FOLLOWING:

This is an addendum to the total costs of PT Services being provided by VCOE to the District.

Original estimated amount: $82, 700.00 (Includes Addendum SELPA25-72A, $5,500)

Amount of estimated increase: $14,500.00

New contract estimated amount: $97,200.00

All other original terms and conditions of the contract remain the same.

_____ Dated: 9/17/25
Executive Director, SELPA

_____ Dated: 9-29-25
Executive Director, Internal Business Services

_____ Dated: _____
Signature – District Special Education Department

_____ Dated: _____
Signature – District Fiscal Department

SELPA 25-072

OSD Agreement #24-87

INTER-DISTRICT SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into 05/07/2024 (Date) by and between Oxnard School District (District or Charter School) (hereinafter referred to as "Local Educational Agency" or "LEA") and Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District LEA	Danielle Jefferson Contact Name
1051 South A Street Street Address	805-385-1501 Contact Telephone Number
Oxnard, CA 93030 City, State, Zip code	djefferson@oxnardsd.org Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers' Compensation Insurance laws.

Authority. VCOE represents and warrants that VCOE has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Indemnification.

a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.

b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injuryor damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused byor result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.

c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.

b LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Nick Vuntos		5-29-24
VCOE Department Administrator	VCOE Signature	Date
Lisa Cline		6-10-24
VCOE Executive Director Internal Business Services	VCOE Signature	Date

Local Educational Agency Approval

Melissa Reyes		8/12/24
LEA Business Office Administrator	Signature	Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2024 and terminate on 06/30/2025. The parties may agree to annual extensions after expiration of the initial term.

Fees (required).

Estimated Compensation or Cost for Services (see below)	$ 77,200.00
Other Ancillary Cost or fees, as applicable	$
Total not to Exceed	$

DESCRIPTION OF WORK (required):

SELPA Physical Therapy Specialists are classified employees of the Ventura County Office of Education (VCOE). These SELPA specialists conduct assessments, provide classroom consultations, provide direct services and attend IEP meetings. These are 10/11-month programs that begin on the first day of school and conclude at the end of ESY.

SELPA Physical Therapy Specialists and District Administrator will work together to develop a schedule of duties to best meet the District's needs. SELPA Specialists will be accountable to the District for carrying out these duties and will provide a monthly schedule to district upon request.

Part B services are provided for students ages 3-22 as needed to participating districts and billed based on a proportionate share of use. The cost is billed twice a year and covers salary, benefits, mileage, cell phone, equipment, staff development, and indirect costs. Curricular supplies needed for a specific class or student must be funded by the district. Low incidence funds may be used, if applicable.

Please advise your business office that the Ventura County Office of Education will be billing for Physical Therapy services provided by Ventura County SELPA for the 2024-2025 school year. The estimated amounts is noted above. The final amount could change slightly based on students enrolling/leaving or changes in IEP services. The final bill will come after the close of the school year, before the 2024-2025 financial books are closed.

*Please note: Part C PT services for Infants (0-2) are paid for by our Early Start Grant and provided at no cost to your district. The PT needs of your infant program shall not be included in your response on this form.

WORK SCHEDULE (if applicable):

The District will be responsible for costs for all regularly scheduled times, regardless of whether or not direct services are provided. Prior authorization by District Administrator must be obtained if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour.

Acceptable reasons for not providing regularly scheduled services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or in-service.

The SELPA Director will work with SELPA Specialists to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the Specialist's schedule. The SELPA Director will provide supervision to staff.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** December 17, 2025

Agenda Section: Section D: Action Items

Call for Nominations for CSBA's Delegate Assembly (DeGenna)

An opportunity is presented for the Board of Trustees to consider whether it wishes to nominate representatives to fill vacancies in the CSBA's Delegate Assembly, Subregion 11-B. All nomination material must be postmarked no later than Wednesday, January 7, 2026. The term for current representatives will expire in March 2026. Newly elected representatives will serve April 1, 2026 through March 31, 2028.

There are two required Delegate Assembly meetings each year. In 2026, the dates are May 16-17 in Sacramento and December 1-2 in San Diego.

FISCAL IMPACT:
Any costs incurred by the Delegate to attend the above-mentioned meetings will be paid from the General Fund, Board of Trustees budget.

RECOMMENDATION:
It is recommended that the Board of Trustees consider whether it wishes to nominate representatives to fill a vacancy in the CSBA's Delegate Assembly, Subregion 11-B (Ventura).

ADDITIONAL MATERIALS:

Attached: Memo from CSBA to Member District Boards (2 pages)
Roster of Delegate Assembly (5 pages)
Delegate Assembly Important Dates (1 page)
Delegate Assembly FAQ (2 pages)

October 31, 2025

TIME SENSITIVE - REQUIRES BOARD ACTION
DEADLINE: Wednesday, January 7, 2026

MEMORANDUM

To: CSBA Member District Boards
From: Dr. Bettye Lusk, President
Re: Call for Nominations to CSBA's Delegate Assembly

Each year, member boards elect representatives to the California School Boards Association's Delegate Assembly. The Delegate Assembly is a vital link in the Association's governance and sets the general policy direction. Working with member boards, the Board of Directors, and the Executive Committee, Delegates ensure the Association promotes the interests of California's school districts and county offices of education. Delegates with terms that end in 2026 are up for election. Ballots for the Delegate Assembly election will be sent to each member board within the region or subregion by February 1, 2026. Delegates elected in 2026 will serve a two-year term beginning April 1, 2026 and ending March 31, 2028. There are two required Delegate Assembly meetings each year; in 2026, the dates are May 16-17 and December 1-2. **NOTE:** This year your board will have the opportunity to participate in the election electronically via Simply Voting (you may view a demo HERE). Paper ballots will still be mailed by February 1, 2026 so boards may choose to participate via mail or electronically.

Nomination and biographical sketch forms for CSBA's Delegate Assembly are being accepted until **Wednesday, January 7, 2026**. The nomination process is as follows:

- CSBA member boards are eligible to nominate board members within their own geographical region or subregion.
- Nominees must serve on a CSBA member board from the region or subregion.
- Member boards eligible to appoint a member of their board to the Delegate Assembly may also nominate board members to run for election to the Delegate Assembly.
- Boards eligible to appoint must do so by January 7, 2026.
- Nominating boards must submit a separate Nomination Form for each person nominated and must ensure that the nominee has consented to being nominated.
- All nominees must submit a required biographical sketch form.
- Nominees may submit an optional one-page, one-sided résumé.

Documents related to the nomination process are being provided online only. The forms, as well as information about the Delegate Assembly, may be accessed from CSBA's website: www.csba.org/ElectiontoDA. If you would like to receive a PDF version of the forms, please send your request to the Executive Office at nominations@csba.org. **It is the nominee or appointee's responsibility to confirm that CSBA has received nomination materials prior to the deadline.**

The deadline for nomination materials is **11:59 p.m. on Wednesday, January 7, 2026.**
Please submit required documents using one of the following methods:

- Electronically online
- E-mail to nominations@csba.org by 11:59 p.m., Jan. 7, 2026, OR
- Fax to (916) 371-3407 by 11:59 p.m., Jan. 7, 2026, OR
- Postmarked by U.S.P.S. no later than Wed., January 7, 2026 (3251 Beacon Blvd., West Sacramento, CA 95691)

Please do not hesitate to contact us at nominations@csba.org should you have questions. Thank you.

DELEGATE ASSEMBLY ROSTER with terms (Updated 10/2/2025)
= District or COE appointment

REGION 1 – *4 Delegates (4 elected)*
Director: Tyler Nelson (Ukiah USD)

Subregion 1-A (Del Norte, Humboldt)
Tabitha Martel (South Bay Union ESD), 2027
George Sager (McKinleyville Union ESD), 2026
Subregion 1-B (Lake, Mendocino)
Nancy Hudson (Lake COE), 2026
Region 1 County
Michael Greer (Del Norte County & USD), 2027

REGION 2 – *4 Delegates (4 elected)*
Director: Bruce Ross (Redding SD)

Subregion 2-A (Modoc, Siskiyou, Trinity)
Fernand Larranaga (Modoc Joint USD), 2027
Subregion 2-B (Shasta)
Rick Dougherty (Fall River Joint USD), 2027
Subregion 2-C (Lassen, Plumas)
Holly Egan (Lassen Union HSD), 2026
Region 2 County
JoDee Read (Plumas County & USD), 2026

REGION 3 – *8 Delegates (8 elected)*
Director: Robin Jankiewicz (Napa Valley USD)

Subregion 3-A (Sonoma)
Jeremy Brott (Bennett Valley Union SD), 2026
Shelby Moeller (Rincon Valley Union ESD), 2027
Subregion 3-B (Napa)
Julianna Hart (Napa Valley USD), 2027
Subregion 3-C (Solano)
Jack Flynn (Fairfield-Suisun USD), 2027
Amy Sharp (Solano COE), 2026
Helen Tilley (Fairfield-Suisun USD), 2027
Subregion 3-D (Marin)
Maureen "Mo" de Nieva-Marsh (San Rafael City Schools), 2026
Region 3 County
Sindy Biederman (Napa COE), 2027

REGION 4 – *8 Delegates (8 elected)*
Director: Renee Nash (Eureka Union SD)

Subregion 4-A (Glenn, Tehama)
Melissa Peters (Los Molinos USD), 2026
Subregion 4-B (Butte)
Lisa Torres (Oroville City ESD), 2027
Subregion 4-C (Colusa, Sutter, Yuba)
Aaron Cask (Plumas Lake ESD), 2027
Greg Forest (Wheatland Union HSD), 2026
Subregion 4-D (Nevada, Placer, Sierra)
Tiffany Saathoff (Rocklin USD), 2026
Jessica Spaid (Placer Union HSD), 2027
Jonathan Zachreson (Roseville City SD), 2027
Region 4 County
David Patterson (Placer COE), 2026

REGION 5 – *10 Delegates (7 elected/3 appointed*)*
Director: Patricia Murray (South San Francisco USD)

Subregion 5-A (San Francisco)
Alida Fisher (San Francisco County USD)*, 2026
Parag Gupta (San Francisco County USD)*, 2027
Jaime Huling (San Francisco County USD)*, 2027
Subregion 5-B (San Mateo)
Mary Beth Alexander (Cabrillo USD), 2026
Chelsea Bonini (San Mateo COE), 2026
Teri Chavez (San Mateo Union HSD), 2026
Gregory Land (San Mateo Union HSD), 2027
Mele Latu (Ravenswood City ESD), 2027
Andrew Lie (Jefferson Union HSD), 2027
Region 5 County
Beverly Gerard (San Mateo COE), 2027

REGION 6 – *17 Delegates (11 elected/6 appointed*)*
Director: Jackie Thu-Huong Wong (Washington USD)

Subregion 6-A (Yolo)
Deborah Bautista Zavala (Woodland Joint USD), 2026
Subregion 6-B (Sacramento)
Ben Avey (San Juan USD)*, 2027
Michael Baker (Twin Rivers USD), 2027
Ken Barnes (Robla ESD), 2026
Susan Davis (Elk Grove USD)*, 2027
Craig DeLuz (Robla ESD), 2027
Tara Jeane (Sacramento City USD)*, 2026
Christine Jefferson (Twin Rivers USD), 2026
Tanya Kravchuk (San Juan USD)*, 2026
Annette Kunze (Galt Joint Union ESD), 2027
Kara Lofthouse (Folsom-Cordova USD), 2027
Noel Mora (Natomas USD), 2027
Chinua Rhodes (Sacramento City USD)*, 2027
Michael Vargas (Elk Grove USD)*, 2026
Subregion 6-C (Alpine, El Dorado, Mono)
Misty diVittorio (Placerville Union ESD), 2026
Jessicca Rodgers (El Dorado Union HSD), 2027
Region 6 County
Shelton Yip (Yolo COE), 2026

REGION 7 – *16 Delegates (13 elected/3 appointed*)*
Director: Rachel Hurd (San Ramon Valley USD)

Subregion 7-A (Contra Costa)
Thuy DaoJensen (Brentwood Union SD), 2027
Katy Foreman (Lafayette SD), 2027
Yolanda Peña Mendrek (Liberty Union HSD), 2026
Marina Ramos (John Swett USD), 2026
Mary Helen Rocha (Antioch USD), 2026

Subregion 7-B (Alameda)
Dolly Adams (Castro Valley USD), 2027
Dianne Jones (Fremont USD), 2027
Kelly Mokashi (Pleasanton USD), 2026
Jackie C. Perl (San Leandro USD), 2026
Sara Prada (Hayward USD), 2027
Vivek Prasad (Fremont USD)*, 2027
Nancy Thomas (Newark USD), 2026
Vacant, 2026
Vacant (Oakland USD)*, 2027
Vacant (Oakland USD)*, 2026
Region 7 County
Sarah Butler (Contra Costa COE), 2027

REGION 8 – *13 Delegates (12 elected/1 appointed*)*
Director: Christopher "Kit" Oase (Ripon USD)

Subregion 8-A (San Joaquin)
Sandra Chan (Lincoln USD), 2027
Susan Macfarlane (Lodi USD), 2027
David Pombo (Lammersville USD), 2026
Kate Powell (Escalon USD), 2026
Marla Sousa Livengood (Linden USD), 2026
Kennetha Stevens (Stockton USD)*, 2026
Subregion 8-B (Amador, Calaveras, Tuolumne)
Nicolas Valente (Bret Harte Union HSD), 2027
Subregion 8-C (Stanislaus)
Mary Jackson (Turlock USD), 2027
Lourdes Perez (Ceres USD), 2026
Ray Prock Jr. (Denair USD), 2027
Subregion 8-D (Merced)
Zachery David Ramos (Gustine USD), 2026
Mary Worthington (Delhi USD), 2027
Region 8 County
Steven Treat (Tuolumne COE), 2026
****Delegate-at-Large***
Cindy Marks (Modesto City Schools)

REGION 9 – *7 Delegates (7 elected)*
Director: Roger Snyder (Scotts Valley USD)

Subregion 9-A (San Benito, Santa Cruz)
Mark Becker (San Lorenzo Valley USD), 2027
Patricia Nehme (San Benito HSD), 2026
Subregion 9-B (Monterey)
David Kong (Greenfield Union SD), 2027
Veronica (Ronnie) Miramontes (Monterey Peninsula USD), 2026
Subregion 9-C (San Luis Obispo)
Mark Buchman (San Luis Coastal USD), 2026
Cheryl Parks (Templeton USD), 2027
Region 9 County
Annette Yee Steck (Monterey COE), 2027
****Delegate-at-Large***
Chris Ungar (San Luis Coastal USD)

REGION 10 – *14 Delegates (10 elected/4 appointed*)*
Director: Kathy Spate (Caruthers USD)

Subregion10-A (Madera, Mariposa)
Barbara Bigelow (Chawanakee USD), 2027
Subregion10-B (Fresno)
Hugh Awtrey (Clovis USD)*, 2027
Daniel Babshoff (Kerman USD), 2027
Darrell Carter (Washington USD), 2026
Spencer Davison (Coalinga-Huron USD), 2027
Andy Levine (Fresno USD)*, 2027
Nabil Kherfan (Central USD), 2027
Mark Medina (Selma USD), 2026
Yolanda Moore (Clovis USD)*, 2026
Ronald Parker (Firebaugh-Las Deltas USD), 2026
Terry Ruiz (Washington USD), 2027
Keshia Thomas (Fresno USD)*, 2026
Subregion10-C (Kings)
Vacant, 2026
Region 10 County
Marcy Masumoto (Fresno COE), 2026
****Delegate-at-Large***
Susan Markarian (Pacific Union ESD)

REGION 11 – *8 Delegates (8 elected)*
Director: Daniel Sandoval (Santa Paula USD)

Subregion 11-A (Santa Barbara)
William (Franky) Caldeira (Lompoc USD), 2027
Melanie Waffle (Orcutt Union SD), 2027
Peter Wright (College ESD), 2026
Subregion 11-B (Ventura)
Darlene Bruno (Hueneme ESD), 2026
Rebecca "Beckie" Cramer (Pleasant Valley SD), 2026
Lauren Gill (Conejo Valley USD), 2026
Tricia Gradias (Fillmore USD), 2026
Region 11 County
Arleigh Kidd (Ventura COE), 2027

REGION 12 – *13 Delegates (11 elected/2 appointed*)*
Director: Bill Farris (Sierra Sands USD)

Subregion 12-A (Tulare)
Walta Gamoian (Visalia USD), 2026
Peter Lara Jr. (Porterville USD), 2026
Felipe Martinez (Porterville USD), 2027
Jorge Sanchez (Woodlake USD), 2027
Subregion 12-B (Kern)
Jim Beltran (McFarland USD), 2027
Leigh Ann Cook (Rosedale Union SD), 2027
Anthony Fuentes (Bakersfield City SD), 2026
Pamela Jacobsen (Standard SD), 2026
David Manriquez (Kern HSD)*, 2027
Sharon Nicol (Wasco Union HSD), 2027
Steven Rodrigue (Kern HSD)*, 2026
Paula Van Auken (Panama-Buena Vista Union USD), 2027
Region 12 County
Antonio (Tony) Rodriguez (Tulare COE), 2026

REGION 14 – *18 Delegates (14 elected/4 appointed*)*
Director: Annette Lewis (Contra Costa COE)

Michael Greer (Del Norte County & USD), 2027
JoDee Read (Plumas County & USD), 2026
Sindy Biederman (Napa COE), 2027
David Patterson (Placer COE), 2026
Beverly Gerard (San Mateo COE), 2027
Shelton Yip (Yolo COE), 2026
Sarah Butler (Contra Costa COE), 2027
Steven Treat (Tuolumne COE), 2026
Annette Yee Steck (Monterey COE), 2027
Marcy Masumoto (Fresno COE), 2026
Arleigh Kidd (Ventura COE), 2027
Antonio (Tony) Rodriguez (Tulare COE), 2026
Vacant (Orange COE)*, 2027
Laura Mancha (San Bernardino COE), 2026
Guadalupe Gonzalez (San Diego COE)*, 2027
Lucy Hendry (Imperial COE), 2026
Maimona Afzal Berta (Santa Clara COE)*, 2026
Theresa Montano (Los Angeles COE)*, 2027

REGION 15 – *22 Delegates (14 elected/8 appointed*)*
Director: Susan Henry (Huntington Beach Union HSD)

County: Orange
Alfonso Alvarez (Santa Ana USD)*, 2026
Beverly Berryman (Fullerton SD), 2027
Lauren S. Brooks (Irvine USD), 2026
Carrie Buck (Placentia-Yorba Linda USD), 2026
Judy Bullockus (Capistrano USD)*, 2027
Bonnie Castrey (Huntington Beach Union HSD), 2027
Carol Crane (Newport-Mesa USD), 2026
Carrie Flanders (Brea Olinda USD), 2027
Jessica Guerrero (Anaheim Union HSD), 2027
Gila Jones (Capistrano USD)*, 2026
Lauren Klatzker (Fullerton Joint Union HSD), 2027
Valerie Magdaleno (Santa Ana USD)*, 2027
Katie McEwen (Irvine USD)*, 2026
Deana Miller (Brea Olinda USD), 2026
Theresa (Teri) Rocco (Garden Grove USD)*, 2027
Lan Q. Nguyen (Garden Grove USD)*, 2026
Annemarie Randle-Trejo (Anaheim Union HSD), 2026
Barbara Schulman (Saddleback Valley USD), 2026
Rhodia Shead (Buena Park ESD), 2027
Jonathan Stone (Tustin USD), 2026
Suzie Swartz (Saddleback Valley USD), 2027
Region 15 County
Vacant (Orange COE)*, 2027
Delegates-at-Large
Marilyn Buchi (Fullerton Joint Union HSD)

REGION 16 – *16 Delegates (13 elected/3 appointed*)*
Director: Karen Gray (Silver Valley USD)

Subregion 16-A (Inyo)
Rachel Yourgules (Lone Pine USD), 2027
Subregion 16-B (San Bernardino)
Felicia Alexander (San Bernardino City USD)*, 2027
Heather Allgood (Helendale SD), 2026
Christina Behringer (Snowline Joint USD), 2026
Amanda Buchanan (Apple Valley USD), 2026
Tom Courtney (Lucerne Valley USD), 2026
Gwen Dowdy Rodgers (San Bernardino COE), 2027
Cindy Gardner (Rim of the World USD), 2026
Maria Gomez (Hesperia USD), 2027
Ronald Newton (Mountain View ESD), 2027
Abigail Rosales-Medina (San Bernardino City USD)*, 2026
Adam Perez (Fontana USD)*, 2026
Eric Swanson (Hesperia USD), 2027
Kathy Thompson (Central ESD), 2027
Scott Wyatt (San Bernardino City USD), 2026
Region 16 County
Laura Mancha (San Bernardino COE), 2026

REGION 17 – *21 Delegates (16 elected/5 appointed*)*
Director: Eleanor Evans (Oceanside USD)

County: San Diego
Barbara Avalos (National SD), 2027
Sabrina Bazzo (San Diego USD)*, 2027
Maria Betancourt-Castaneda (National SD), 2026
Marti Emerald (Sweetwater Union HSD)*, 2026
Andrew Hayes (Lakeside Union SD), 2026
Shana Hazan (San Diego USD)*, 2027
Eddie Jones (Fallbrook Union HSD), 2026
Jane Lea Smith (San Dieguito HSD), 2027
Rudy Lopez (Sweetwater Union HSD), 2026
Elva Lopez-Zepeda (Sweetwater Union HSD), 2027
Gee Wah Mok (Del Mar Union SD), 2026
Michelle O'Connor-Ratcliff (Poway USD)*, 2027
Dawn Perfect (Ramona USD), 2026
Zenaida Rosario (San Ydisro ESD), 2027
Barbara Ryan (Santee SD), 2027
Dr. Don Sauter (Jamul-Dulzura Union ESD), 2026
Rhea Stewart (Cardiff SD), 2026
Marla Strich (Encinitas Union ESD), 2026
Cipriano Vargas (Vista USD), 2027
Sharon Whitehurst-Payne (San Diego USD)*, 2026
Region 17 County
Guadalupe Gonzalez (San Diego COE)*, 2027

REGION 18 – *19 Delegates (15 elected/4 appointed*)*
Director: Bruce Dennis (Riverside COE)

Subregion 18-A (Riverside)
Douglas Corona (Perris ESD), 2027
Madonna Gerrell (Palm Springs USD), 2027
Ben Johnson II (Riverside COE), 2026
Dale Kinnear (Riverside USD)*, 2027
Sammie Luna (Moreno Valley USD), 2027
Heidi Matthies Dodd (Lake Elsinore USD), 2026
Cynthia Navarro (Romoland SD), 2026
Linda Porras (Desert Sands USD), 2026
Kenneth Prado (Hemet USD), 2027
Christopher Raahauge (Corona-Norco USD)*, 2026
Jasmin Rubio (San Jacinto USD), 2026
David Sanchez (Beaumont USD), 2027
Amanda Vickers (Riverside USD)*, 2026
Melissa Williamson (Beaumont USD), 2026
Mary Helen Ybarra (Corona-Norco USD)*, 2027
Nancy Young (Murrieta Valley USD), 2027

Subregion 18-B (Imperial)
Sandy Noujaim (Central Union HSD), 2026
Tony Sandoval (Heber ESD), 2027

Region 18 County
Lucy Hendry (Imperial COE), 2026

REGION 20 – *9 Delegates (9 elected)*
Director: Devon Conley (Mountain View Whisman SD)

County: Santa Clara
Teresa Castellanos (San Jose USD), 2027
Isabel Jubes-Flamerich (Sunnyvale SD), 2026
Jodi Muirhead (Santa Clara USD), 2026
Naomi Nakano-Matsumoto (Fremont Union HSD), 2027
Carol Presunka (Cambrian SD), 2026
George Sanchez (Franklin-McKinley ESD), 2027
Vaishali Sirkay (Los Altos ESD), 2027
Jessica Speiser (Santa Clara COE), 2026

Region 20 County
Maimona Afzal Berta (Santa Clara COE)*, 2026

REGION 21 – 7 *Delegates (7 appointed*)*
Director: Dr. Rocio Rivas (Los Angeles USD)

County: Los Angeles
Kelly Gonez (Los Angeles USD)*, 2026
Karla Griego (Los Angeles USD)*, 2028
Sherlett Hendy Newbill (Los Angeles USD)*, 2028
Nick Melvoin (Los Angeles USD)*, 2026
Tanya Ortiz Franklin (Los Angeles USD)*, 2028
Scott Schmerelson (Los Angeles USD)*, 2028

Region 21 County
Theresa Montano (Los Angeles COE)*, 2027

REGION 22 – *5 Delegates (5 elected)*
Director: Nancy Smith (Palmdale SD)

Los Angeles County: North Los Angeles
Julie Bookman (Eastside Union SD), 2026
Steven DeMarzio (Westside Union ESD), 2026
Keith Giles (Lancaster ESD), 2026
Cherise Moore (William S. Hart Union HSD), 2027
Sharon Vega (Palmdale ESD), 2027

REGION 23 – *10 Delegates (10 elected)*
Director: Helen Hall (Walnut Valley USD)

Los Angeles County: San Gabriel Valley & East Los Angeles
Subregion 23-A
Kathleen Cross (Glendale USD), 2027
Kimberly Kenne (Pasadena USD), 2026
Shant Sahakian (Glendale USD), 2026
Gary Scott (San Gabriel USD), 2027

Subregion 23-B
Florencio Briones (El Monte Union HSD), 2027
Adam Carranza (Mountain View ESD), 2027
Aaron Simental (Bassett USD), 2026

Subregion 23-C
Jeanette Flores (Charter Oak USD), 2026
Eileen Miranda Jimenez (West Covina USD), 2027
Roberta Perlman (Pomona USD), 2026

REGION 24 – *13 Delegates (11 elected/2 Appointed*)*
Director: Jan Baird (South Whittier ESD)

Los Angeles County: Southwest Crescent
Robert Cancio (Norwalk-La Mirada USD), 2027
Christine Chacon Kennedy (East Whittier City ESD), 2027
John Contreras (El Rancho USD), 2026
Diana Craighead (Long Beach USD)*,2026
Yesenia Cuarenta (Paramount USD), 2027
Jaime Lopez (Whittier Union HSD), 2026
Esther Mejia (El Rancho USD), 2026
Alicia Mignano (Santa Monica-Malibu USD), 2026
Ernie Nishii (ABC USD), 2027
Douglas Otto (Long Beach USD)*, 2027
Ann Phillips (Lawndale ESD), 2026
Christine Saavedra (El Rancho USD), 2027
Linda Salomon Saldana (Downey USD), 2026

Delegate Assembly
Important Dates

2026 Delegate Assembly Election

Wednesday, January 7:	Deadline for Nomination Forms and Biographical Sketch Forms
Sunday, February 1:	Ballots sent to member boards
Monday, March 16:	Deadline for ballots to be sent back to CSBA
By Tuesday, March 31:	Ballots will be counted
Wednesday, April 1:	First day of new 2-year term for Delegates elected in 2026

2026 Delegate Assembly Meeting Dates

Saturday – Sunday, May 16 - 17
(Scheduled to occur in Sacramento)

Monday - Tuesday, December 1 - 2
(Scheduled to occur in San Diego)

Frequently Asked Questions regarding Delegate Assembly Nominations and Elections for 2026

Who is eligible to serve on Delegate Assembly? To be eligible to serve on CSBA's Delegate Assembly, a board member must:

- Be a trustee of a district or county office of education that is a current member of CSBA
- Be a trustee of a district or county office of education within the geographic region or subregion which the Delegate will represent.

What is the term of office to serve on Delegate Assembly? The term of office for each Delegate is two years, April 1, 2026 through March 31, 2028.

How is a board member nominated to serve on the Delegate Assembly? A board member must be formally nominated by a board in the region or subregion and may be nominated by their own district or county office. The nomination is an action that is taken in a public board meeting and requires a majority vote. A board may nominate as many individuals as it wishes, however, it is the responsibility of the nominating board to obtain permission from the nominee prior to submitting their name. All ballots will be mailed and sent electronically.

What does a nomination consist of? A nomination consists of a completed nomination form and a one-page candidate biographical sketch form. In addition, an optional, one-page, single-sided, résumé may be submitted. (Please Note: a résumé cannot be substituted for the candidate biographical sketch form). The biographical sketch form will be copied exactly as submitted and will be included with the ballots.

When are the nomination and biographical sketch forms due? The nomination and candidate biographical sketch forms must be delivered to CSBA either electronically online, by fax (916) 371-3407, email nominations@csba.org, or mail , postmarked by the U.S.P.S., on or before **Wednesday, January 7, 2026.** ***It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office on or before to the January 7 due date.***

How are nominees elected to serve on Delegate Assembly? Ballots are mailed and sent electronically by Sunday, February 1 to each district or county board within the region or subregion. Ballots must be returned to CSBA via U.S.P.S. postmarked or submitted electronically by Monday, March 16, 2026 to be accepted. Paper ballots may not be faxed or emailed.

Voting for Delegates is an action of the entire board rather than individual board members; therefore, it is done at a public meeting and requires a majority vote. Each board may vote for as many candidates as there are positions to be filled within the region or subregion. All districts and

candidates are notified of the results no later than April 1. If there is a tie vote, a run-off election will be held.

What are the required Delegate Assembly meeting dates? There are two required Delegate Assembly meetings each year. In 2026, the first meeting will be May 16-17, 2026 in Sacramento and the second one will be December 1-2, 2026 in San Diego preceding CSBA's Annual Education Conference and Trade show.

Does CSBA cover expenses for Delegates to attend the Delegate Assembly meetings? No, CSBA is not able to cover expenses.

For additional information, please contact the Executive Office at nominations@csba.org.

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** December 17, 2025

Agenda Section: Section D: Action Items

Annual Appointment/Re-Appointment of Citizens Bond Oversight Committee (Pifko)

Proposition 39 requires that, within 60 days of the passage of a Bond, the District establish a Citizens Oversight Committee to review bond expenditures to verify that the bond money is being spent according to the project list on the ballot. The Citizens Bond Oversight Committee (CBOC) was established by the Oxnard School District Board of Trustees on January 18, 2017, and is presented herewith for the Board's annual review. Any proposed names for filling future vacancies on the Committee will be brought before the Board for approval as needed. We have vacancies in the At-Large Community, Business Organization, and Senior Citizens' Organization and are actively searching for members.

FISCAL IMPACT:
N/A

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent of Business and Fiscal Services, that the Board of Trustees review the current CBOC membership and make a determination regarding re-appointing the existing members of the Committee.

ADDITIONAL MATERIALS:

Attached: Membership List (1 page)
By-Laws (5 pages)

OXNARD SCHOOL DISTRICT
CITIZENS BOND OVERSIGHT COMMITTEE
MEMBERSHIP & TERMS

12/17/25

Name	*Representation*	*Position*	*End of Term*
Latimer, Lisa	At-Large Community	Former Parent, Soria School, Former PTA & School Site Council Member	1/2027
McLaughlin, Charles *(Chair)*	Taxpayers Association	Ventura County Taxpayers Association	4/2027
Ray, Will Jr.	Parent/Guardian, PTA	Parent, PTA Board Member, McAuliffe School	1/2027
Sepulveda, Carlos	Parent/Guardian	Parent, Soria School	9/2027
vacant	At-Large Community		
vacant	Business Organization		
vacant	Senior Citizens' Organization		



Citizens' Bond Oversight Committee [1]

Section 1. Establishment of the Committee. The Oxnard School District (the "District") anticipates that it will be successful at the election to be conducted on November 8, 2016 (the "Election") in obtaining authorization from the District's voters to issue up to $142,500,000.00 aggregate principal amount of the District's general obligation bonds, pursuant to 55% of the vote. The election is being conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 et seq., of the California Education Code; therefore, the District will be obligated to establish the Oversight Committee to satisfy the accountability requirement in Proposition 39. The Board of Trustees of the Oxnard School District (the "Board of Trustees") hereby establishes the Measure "D" Citizens Bond Oversight Committee (the "Committee") in anticipation of voter approval to have and hold the duties, rights and obligations set forth in these bylaws and those accorded to the Committee by Law. The Committee does not have independent legal capacity from the District. In the event that the authorization is not approved by the voters, the Committee shall be terminated and disbanded.

Section 2. Purposes. The purposes of the Committee are set forth in Proposition 39, and these Bylaws. The Committee is and shall be deemed subject to the Ralph M. Brown Public Meetings Act of the State of California (the "Brown Act") and shall be conducted in accordance with the provisions thereof. The District shall provide the necessary administrative support to the Committee at the District's expense to fulfill its duties and obligations under Proposition 39 and the Brown Act.

The proceeds of general obligation bonds issued pursuant to the election are hereinafter referred to as "bond proceeds." The Committee shall confine itself specifically to bond proceeds generated under the Measure "D" ballot measure. Regular and deferred maintenance projects and all monies generated under other sources of funding shall fall outside the scope of the Committee's review.

Section 3. Duties. To carry out its stated purposes, the Committee shall perform the following duties:

3.1 Inform the Public. The committee shall inform the public concerning the District's expenditure of bond proceeds.

3.2 Review Expenditures. The Committee may review quarterly expenditure reports produced by the District to ensure that (a) bond proceeds are expended only for the purposes set forth in the ballot measure; (b) no bond proceeds are used for any teacher or administrative salaries or other operating expenses.

3.3 Annual Report. The Committee shall present to the Board of Trustees, in public session, an annual written report which shall include the following:

(a) A statement indicating whether the District is in compliance with the requirements of Article XIIIA, Section 1(b)(3) of the California Constitution; and,

(b) A summary of the Committee's proceedings and activities for the preceding year.

(1) Pursuant to Resolution 22-15 adopted on February 1, 2023 by the District Governing Board, the Committee and these Bylaws also apply to the oversight of Measure I Bond proceeds. References to "bond proceeds" herein include bond proceeds generated under both the Measure D and Measure I ballot measures.

3.4 Duties of the Board of Trustees/Superintendent. Either the Board of Trustees or the Superintendent, as the Board of Trustees shall determine, shall have the following powers reserved to it, and the Committee shall have no jurisdiction over the following types of activities:

(a) Approval of construction contracts;

(b) Approval of construction change orders;

(c) Appropriation of construction funds;

(d) Handling of all legal matters;

(e) Approval of construction plans and schedules;

(f) Approval of the Deferred Maintenance Plan; and,

(g) Approval of the sale of bonds.

3.5 Voter-Approved Projects Only. In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds, the District has not charged the Committee with responsibility for:

(a) Projects financed through the State of California, developer fees, redevelopment tax increments, certificates of participation, leases/revenue bonds, the general fund, or the sale of surplus property without bond proceeds;

(b) The establishment of priorities and order of construction for the bond projects which shall be the sole prerogative and discretion of the Board of Trustees;

(c) The selection of architects, engineers, soil engineers, construction managers, project managers, CEQA consultants and/or such other professional consultant firms as are required to complete the project(s) based on District criteria established by the Board of Trustees in its sole discretion;

(d) The approval of the design for each project including exterior materials, paint color, interior finishes, site plans and/or construction methods, which shall be the sole prerogative and discretion of the Board of Trustees;

(e) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary or deemed appropriate by the Board of Trustees to support the activities of the Committee;

(f) The approval of an annual budget for the Committee that is sufficient to carry out the duties, responsibilities and activities required of the Committee pursuant to these Bylaws, Proposition 39 and California Law;

(g) The adoption of a plan for publicizing the activities of the Committee and the determination as to whether a mailer, a newspaper notice or website materials would best suit the distribution of the Committee's findings and recommendations;

(h) The amendment or modification of the Bylaws for the Committee as provided herein, subject to the legal requirements of Proposition 39;

(i) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted in the Board of Trustees' sole discretion as part of carrying out its functions under Proposition 39.

Section 4. Authorized Activities.

4.1 In order to perform the duties set forth in Section 3.0, the Committee may engage in the following authorized activities:

(a) Receive and review copies of the District's annual independent performance audit and annual independent financial audit, required by Article XIIA of the California Constitution;

(b) Inspect school facilities and grounds for which bond proceeds have been or will be expended, in accordance with any access procedure established by the District's Superintendent;

(c) Review copies of deferred maintenance proposals or plans developed by the District;

(d) Review efforts by the District to maximize bond proceeds by implementing various cost-saving measures.

Section 5. Membership.

5.1 Number. The Committee shall consist of a minimum of seven (7) members appointed by the Board of Trustees from a list of candidates submitting written applications, and based on criteria established pursuant to Proposition 39, to wit:

(a) One (1) member active in a business organization representing the business community located within the boundaries of the District;

(b) One (1) member active in a senior citizens' organization;

(c) One (1) member active in a bona-fide taxpayers' association;

(d) One (1) member shall be a parent or guardian of a child enrolled in the District;

(e) One (1) member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization or school site council;

(f) Two (2) members of the community at-large appointed by the Board of Trustees.

5.2 Qualification Standards.

(a) To be a qualified person, he or she must be at least eighteen (18) years of age and reside within the District's geographical boundaries, in accordance with Government Code Section 1020.

(b) The Committee may not include any employee, official of the District or any vendor, contractor or consultant of the District.

5.3 Ethics; Conflicts of Interest. By accepting the appointment to the Committee, each member agrees to comply with Article 4 (commencing with Section 1090) and 4.7 (commencing with Section 1125)

of Division 4 of Title 1 of the Government Code and the Political Reform Act (Government Code Sections 81000 et seq.), and to complete the Form 700 as required by all "designated employees" of the District. Additionally, each member shall comply with the Committee Ethics Policy attached as "Attachment A" to these Bylaws.

5.4 Term. Except as otherwise provided herein, each member of the Committee shall serve a term of two (2) years, beginning on January 19, 2017. No member may serve more than three (3) consecutive terms. At the Committee's first meeting, members will draw lots to select a minimum of two (2) members to serve for an initial one (1) year term and the remaining members for an initial two (2) year term.

5.5 Appointment. Members of the Committee shall be appointed by the Board of Trustees through the following process:

(a) Appropriate local groups will be solicited for applications;

(b) The Board of Trustees shall form a Committee of one (1) or two (2) Trustees along with the Superintendent or her/his designee to review the applications received from the appropriate local groups; and,

(c) The Committee will make recommendations to the Board of Trustees;

5.6 Removal; Vacancy. The Board of Trustees may remove any Committee member for any reason, including for failure to comply with the Committee Ethics Policy. Upon a member's removal, his or her seat shall be declared vacant. The Board of Trustees, in accordance with the established appointment process shall fill any vacancies on the Committee.

5.7 Compensation. The Committee members shall not be compensated for their service on the Committee.

5.8 Authority of Members.

(a) Committee members shall not have the authority to direct staff of the District; and,

(b) Individual members of the Committee retain the right to address the Board of Trustees of the District as an individual.

Section 6. Meetings of the Committee.

6.1 Regular Meetings. The Committee is required to meet at least once a year including an annual organizational meeting to be in held in the second week of December of each year.

6.2 Location. All meetings shall be held within the geographical boundaries of the District.

6.3 Procedures. All meetings shall be open to the public in accordance with the Brown Act , Government Code Section 44950 et seq. Meetings shall be conducted according to such additional procedural requirements and rules as the committee may adopt. A majority of the number of Committee members shall constitute a quorum for the transaction of any business except adjournment.

Section 7. District Support.

7.1 The District shall provide to the Committee necessary technical and administrative assistance as follows:

(a) Preparation of and posting public notices as required by the Brown Act, ensuring that all notices to the public are provided in the same manner as notices of meetings of the Board of Trustees of the District;

(b) provision of a meeting room, including any necessary audio/visual equipment;

(c) Preparation and copies of any documentation and materials for the meeting, such as agendas and reports; and,

(d) Retention of all Committee records, and providing public access to such records on an Internet website maintained by the District.

7.2 District staff and/or District consultants shall attend all Committee proceedings in order to report on the status of the projects and the expenditures of bond proceeds.

7.3 **No bond proceeds shall be used to provide District support to the Committee.**

Section 8. Reports. In addition to the Annual Report required in Section 3.2, the Committee may report to the Board of Trustees at least semi-annually in order to advise the Board of Trustees on the activities of the Committee. Such reports shall be in writing and shall summarize the proceedings and activities conducted by the Committee.

Section 9. Officers. The Superintendent shall appoint the initial Chair of the Committee. Thereafter, the Committee shall elect a Chair and a Vice-Chair who shall serve as Chair in the absence of the Chair. The term of the Chair and Vice-Chair may be for terms of either one (1) year or two (2) years as may be determined from time-to-time by the Committee. No member shall serve in the position of Chair for more than two (2) consecutive terms.

Section 10. Amendment of Bylaws. Any amendment to these Bylaws shall be first approved by the Committee and shall then be approved by no less than two-thirds vote of the Board of Trustees.

Section 11. Termination. The Committee shall automatically be terminated and disbanded if (1) the election authorizing the sale of general obligation bonds fail or (2) at the earlier of the date when (a) all bond proceeds are spent, or (b) all projects funded by bond proceeds are completed.

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** December 17, 2025

Agenda Section: Section D: Action Items

Approval of Agreement #25-184 with TYR, Inc. to provide DSA Project Inspector of Record Services for the Fremont Middle School Reconstruction Project (Pifko/Bennett/CFW)

The Fremont Middle School Reconstruction Project consists of a complete reconstruction of the Fremont campus with an entirely new set of facilities, built according to current State code, Oxnard School District (District) specifications, and 21st century educational program requirements. A reconstruction strategy is proposed that would include the construction of a new 750 student grade 6-8 facility at the existing school site. Upon completion of the new facilities, the existing school would be demolished, and playfields and hardcourt areas would be constructed in its place.

In November 2025, a request for proposals was distributed to DSA Inspection firms to submit proposals. Five firms submitted a proposal, and these proposals were reviewed by CFW for completeness and responsiveness.

The purpose of this item is to approve the agreement with TYR, Inc. to provide DSA Inspector of Record Services for the Fremont Middle School Reconstruction Project.

Term of Agreement: January 01, 2026 through March 30, 2028

FISCAL IMPACT:
$425,600.00 - Measure I Bond Funds

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent of Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve Agreement #25-184 with TYR, Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #25-184, TYR, Inc. (50 Pages)

SERVICES AGREEMENT

Requisition Number

Purchase Order Number

25-184

Contract Number

This Services Agreement (the "Agreement") is made and entered into this 17th day of December, 2025 by and between Oxnard School District (hereinafter referred to as "District") and TYR, Inc., (hereinafter referred to as "Provider.")

PROVIDER.

TYR, Inc.	(949) 524-3020
Provider	Telephone Number
18672 Florida St. Suite 302-D	(949) 524-3058
Street Address	Fax Number
Huntington Beach CA, 92648	tyr@tyrior.com
City, State, Zip code	E-mail Address
14-1880444	A310497
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 01, 20 26, and terminate on March 30, 20 28. 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	TYR, Inc.
District	Provider
Attn: Kristen Pifko	Attn: Youssef Sobhi
1051 South A Street	18672 Florida St. Suite 302-D
Street	Street
Oxnard, CA 93030	Huntington Beach CA, 92648
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY**. Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.

11. **ADDITIONAL WORK**. If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:

    a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.

    b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

    Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS**. Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

    Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

☐ Hazardous and toxic substances,

☐ Hazardous waste,

☐ Universal waste,

☐ Medical waste,

☐ Biological waste,

☐ Sharps waste.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**
Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION**. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE**. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	$ 1,000,000.00	$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits:

Personal vehicles:	$ 500,000.00 combined single limit or
	$100,000.00 per person / $300,000.00 per accident
Commercial vehicles:	$1,000,000.00 combined single limit

c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of $1,000,000.
In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.
Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following:

Accountants, attorneys, education consultants, nurses, therapists	$1,000,000.00
Architects	$1,000,000.00 or $2,000,000.00

e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
☐ 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	TYR, Inc
District	Provider
By:	
Signature	Signature
Melissa Reyes	Youssef Sobhi
Name	Name
Director, Purchasing	President and Senior Inspector
Title	Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

PER ATTACHED PROPOSAL DATED November 17, 2025

WORK SCHEDULE:

Terms of Agreement: January 01, 2026 through March 30, 2028

SCHEDULE OF FEES

FEES:

Compensation for Services	$ 425,600.00
Actual and Necessary Travel Expenses	$ 0.00
Other Expenses	$ 0.00
Total Amount not to Exceed	$ 425,600.00
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:

ADDITIONAL COSTS OF EXPENSES:

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: December 17, 2025

Provider: TYR, Inc.

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- ☒ Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- ☐ The fingerprinting requirements **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.

Youssef Sobhi, President and Senior Inspector
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.

Youssef Sobhi, President and Senior Inspector
Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____

Proposal for TYR, Inc.

DSA Project Inspection Services

Oxnard School District's RFP

for Fremont Middle School
Reconstruction Project

Inspection Serv
DSA & HCAI Inspection

1556

Inspection Services
DSA & HCAI Inspection

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Please Click, all Subsections listed are linked to the Referenced Section of the Proposal.

1. Cover Letter

Inspection Services
DSA & HCAI Inspection

November 17, 2025
Oxnard School District
1051 South A ST. Oxnard CA, 93030 –7442
Attn: Mason Nakada – Project Coordinator

Cover Letter: RFP – Project Inspection Services for Fremont Middle School Reconstruction Projects

Firm Contact Information

- **Firm Name:** TYR, Inc.
- **Firm Address:** 18672 Florida St. Suite 302-D, Huntington Beach CA, 92648
- **Telephone:** (949) 524-3020 **Fax:** (949) 524-3058 **E-mail**: tyr@tyrior.com **Website**: www.TYRIOR.com
- **Authorized Individual:** Youssef Sobhi**:** **Phone Number:** (714) 717-6489 **E-mail:** ysobhi1@msn.com
- **Federal Tax ID:** 14-1880444 **License Number**: A310497

Dear Project Coordinator Mason Nakada,

As a leading DSA inspection firm serving California's educational sector for over two decades, TYR, Inc. is honored to submit our qualifications to provide Inspector of Record (IOR) services for the Oxnard School District. For more than twenty-three years, TYR has supported K-12 and higher education institutions across California by delivering reliable, code focused inspection services that ensure projects are completed safely, on schedule, and in full compliance with DSA and Title 24 requirements. We understand that District projects, especially those involving campus modernization and relocatable classroom installations, require an IOR team that combines technical precision, proactive coordination, and clear communication to maintain safety and continuity of school operations.

Why we are a Good Fit?

TYR Inc. provides clients with DSA and HCAI inspections. Our firm currently employs over 75 multi-licensed inspectors who are certified in Class 1, 2, and 3 DSA, and Class A, B, and C HCAI. Each has demonstrated complete working knowledge of the Division of State Architect (DSA), Office of Public-School Construction (OPSC), California Department of Education's codes and regulations, Leadership in Energy and Environmental Design (LEED), and various project bids and construction types. *Please Click here For IOR Resume in Section 3 - Project Team Summary.*

Role	Name	License
Project Inspector	James Burleson	DSA Class 1
Project Inspector	Kevin Jeters	DSA Class 1

With a proven track record spanning over 155 public institutions, TYR, Inc. has successfully executed a wide range of project types including new construction, modernization, additions, and remodeling. We are proud to be currently serving Oxnard School District on the **Marina West Elementary School – Modular Classroom Project**, and we look forward to the opportunity to support the district on another successful project.

Certificate of Insurance: *Please find a copy of TYR, Inc.'s Insurance certificate attached in the Appendix Section.*

Agreement Statement: *TYR, Inc. received a copy of the District's standardized form of Agreement for Professional Services ("Agreement") attached as ATTACHMENT "A" to the RFP. TYR, Inc. has reviewed the indemnity and insurance provisions contained in the Agreement. If given the opportunity to contract with the District, TYR, Inc. has no objections to the use of the Agreement.*

Conflict of Interest: *TYR, Inc. certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.*

Best Regards, _____ - Youssef Sobhi, President, and Senior Inspector

2. Litigation and Claims History

2. Litigation and Claim History

Litigation History

As a result of our reliable and outstanding services, TYR Inc. has never had litigation or been threatened with any litigation filed against us. Additionally, we have never had any other type of legal matter arise with any of the districts we have worked with.

Additionally, TYR Inc. takes enormous pride in hiring only the best of the best in the inspection field. Each inspector is selected through a rigorous vetting process that includes thorough background checks, verification of credentials, and detailed reviews of professional work history and past performance. This commitment ensures that every member of our inspection team embodies the technical expertise, professionalism, and integrity that define TYR's reputation for excellence.

- TYR Inc. has **no** history of any litigation, arbitration, or negotiated/settled history with previous clients over the past five (5) years, **nor in our entire two-decade history.**
- TYR Inc. has **no** history of any legal claims (pursued or otherwise) in which the firm has been involved over the past five (5) years, **nor in our entire two-decade history.**
- **Neither the responding inspector nor any inspector employed by TYR Inc. has ever been involved** in any litigation, arbitration, or settlement related to professional services within the past five (5) years, nor at any point in their careers.
- **Neither the responding inspector nor any inspector employed by TYR Inc. has ever had** any legal claims, complaints, or disciplinary actions filed against them in connection with inspection services within the past five (5) years, **nor at any point in their careers.**

Statement on Lobbying

TYR, Inc. certifies that no attempt has been made or will be made by our firm or any of its representatives to influence any member of the Oxnard School District, its Board, or staff through direct or indirect lobbying, gratuities, or any other form of inducement in connection with the awarding of this contract.

We further affirm that this proposal has been prepared independently and without collusion or consultation with any competing proposer or District personnel outside of the official RFP process.

This certification is made in good faith and in compliance with all applicable laws and District policies regarding procurement ethics.

Statement of No Conflict of Interest

TYR, Inc. affirms that we have no known or potential conflicts of interest with Oxnard School District.

Neither TYR, Inc., nor any of our employees, subcontractors, or affiliated parties have any financial, professional, or personal relationships with the district that would in any way compromise our ability to provide services objectively and in the best interest of the district.

This statement is provided in good faith and in accordance with all applicable local, state, and federal guidelines regarding conflict-of-interest disclosure.

18672 Florida Street, Suite 302-D ● Huntington Beach, CA 92648 ● Phone: (949) 524-3020 ● Fax: (949) 524-3058 ● www.tyrior.com

3. Project Team Summary

3. Project Team Summary

Role	Name	License	Employment Type
Project Inspector	James Burleson	DSA Class 1 #5268	Independent contractor
Project Inspector	Kevin Jeters	DSA Class 1 #5685	Independent contractor

Resumes: All IOR names are linked to their respective resumes found on following pages

Qualifications of TYR Inspectors

TYR, Inc. only hires an individual who meets our high ethical standards, has great communication skills with all project teams, and possesses extensive experience and knowledge of codes that they are responsible for enforcing. In addition to having multi-licensed, local inspectors, our inspectors are also qualified in the following:

- **Multiple Project Coordination:** Many of our inspectors have experience in helping the district coordinate multiple projects to minimize the cost of inspections with the district, without compromising the quality of inspections. For example, one of our inspectors working at Pomona USD has coordinated and worked on multiple projects at the same time with the approval of the District and DSA. Each project was worked on as part-time work which provided minimal cost to the district, without compromising the quality of service. The inspector provided the District with a DSA form 6 for each project at 100% completion.

- **Background Of Inspectors:** As mentioned above, given that our inspectors hold multiple licenses, we make sure to match the project needs with an assigned inspector that has equivalent licenses and similar experience. Since each project is unique, the inspector's experience and technical background are necessary to complement the project and the district's needs. For example, for a Central Plant project, apart from assigning the required class inspector, we ensure that the appointed inspector has extensive experience in all MEP work as well.

- **Management Of Workload and Availability:** We have 21 years of experience coordinating inspection services across multiple clients and understand what is required to successfully balance all our commitments. Due to the number of inspectors our company employs, we have always completed our projects in a precise and prompt fashion. TYR is committed to providing Oxnard USD with an excellent inspection service without any delays.

- **Local To the District:** TYR understands how important the proximity of the firm's location and the inspector's residence is to each district. Our local offices allow us to provide our services on demand with more cost-effective proposals to our clients. Furthermore, all our inspectors are California locals, strategically placed within their counties for swift response during construction emergencies. We pride ourselves in assigning an inspector close to the project and their residence to minimize the driving distance. We have found this to be essential, not only for the inspector but more importantly to the client.

Personnels Availability: Although the proposed personnel are currently available, market demands may affect their availability. If any becomes unavailable at the start of the project, we can provide additional resumes of equally qualified inspectors for District review.

Notice on Sub-Consultant: TYR, Inc. does not anticipate the employment of sub-consultants but is fully equipped to provide sub-consultants if requested by the district.

18672 Florida Street, Suite 302-D ● Huntington Beach, CA 92648 ● Phone: (949) 524-3020 ● Fax: (949) 524-3058 ● www.tyrior.com

TYR Inspection Services
DSA & HCAI Inspection

JAMES BURLESON

INSPECTOR OF RECORD
DSA CLASS I& HCAI CLASS A

18672 Florida Street, Suite 302D
Huntington Beach, California 92648
Phone: 949-524-3020
Fax: 949-524-3058
www.tyrior.com

ABOUT

Mr. Burleson is a highly motivated inspector with **over 20 years of experience** in the construction and inspection industry and has worked on a diverse variety of projects including New Construction, Modernization, Alteration, Additions, and Renovations. Mr. Burleson possesses proven expertise in proactively identifying and addressing potential issues, as well as ensuring seamless project execution. He has acquired a well-versed knowledge of construction methods and has an excellent reputation for working successfully with other project personnel.

LICENSES & EDUCATION

- DSA Class 1, Cert. No. 5268
- HCAI Class A, Cert. No. A-206651

EXPERIENCE

Oxnard School District | $8.3 Million | DSA #03-124194
Marine West E.S. Modular Classrooms

Project Description
New construction of 5 Relocatable Kinder Bldgs. (72x40) along with associated site Improvements.

Field Inspection Duties
Inspected reinforced concrete foundations, anchorage systems, and utility connections for five relocatable kindergarten buildings. Monitored site excavation, grading, and trenching for underground utilities. Verified installation of electrical, plumbing, and fire alarm connections from the modular units to main systems. Inspected ADA path of travel, ramps, and access points for compliance with accessibility requirements. Reviewed placement and bolting of lunch shelter and associated site improvements to ensure compliance with DSA-approved plans and specifications.

Oxnard Union High School District | $19 Million | DSA #03-120386
Channel Islands H.S. HVAC System

Project Description
Alterations to 5-Buildings, new HVAC, and a Fire Alarm upgrade for 7 buildings. Modernization of lighting and windows.

Field Inspection Duties
Monitored installation and anchorage of mechanical and electrical systems, HVAC ductwork, and conduit routing. Verified operation and testing of fire alarms, circuits, and system integration. Inspected lighting and window replacements for secure installation, material compliance, and code adherence. Reviewed accessibility upgrades and egress paths to ensure compliance with ADA and life-safety standards. Documented construction activities, materials, testing, and field conditions.

Oxnard Union High School District | $18.6 Million | DSA #03-120328
Hueneme H.S. HVAC System Building Alterations

Project Description
Alterations to 8 buildings and modernization of lights and windows. New HVAC units and a Fire alarm upgrade to 9 buildings.

Field Inspection Duties
Inspection of the following: installation and anchorage of mechanical and electrical systems, including HVAC and fire alarm devices. Verified lighting and window replacements for compliance with DSA and code requirements. Inspected accessibility upgrades and egress paths. Documented materials, testing, and field conditions through reports and photographs.

Oxnard Union High School District | $1.7 Million | DSA# 03-120198
Hueneme H.S. Campus Security Fencing

Project Description
The project included the construction of campus security fencing.

Field Inspection Duties
Inspected layout, alignment, and installation of fencing to verify compliance with DSA-approved plans. Maintained a comprehensive filing system with RFI logs, submittals, tests, and special inspection reports, providing detailed daily reports, attending project meetings, and verifying compliance per approved plans and specifications.

Inspection Services
DSA & HCAI Inspection

JAMES BURLESON
INSPECTOR OF RECORD
DSA CLASS I& HCAI CLASS A

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Las Virgenes Unified School District | $18.7 Million | DSA#03-112714
Calabasas H.S. Performing Arts Theatre

Project Description
The project entailed the new construction of a theater building (Performing Arts Center)

Field Inspection Duties
Inspected the of the following: excavation and grading/site preparation, reinforced concrete foundation, metal stud framing, lath and plaster finish, structural steel, bolting, welding, MEP systems, fire alarm and suppression systems with testing, ADA compliance/POT, and sitework. Provided complete and detailed daily and semi-monthly reports.

Cold Spring Elementary School District | $2.2 Million | DSA# 03-121833
Cold Spring E.S. CTE Classroom Bld.

Project Description
The project entailed the new construction of a CTE building with site improvements at Cold Spring ES Santa Barbara County.

Field Inspection Duties
Continuous inspection of all structural items. Maintained comprehensive project filing system, including RFI logs, submittals, tests, and special inspection reports, providing detailed daily reports, supervising testing lab activities, attending project meetings, and verifying compliance with ADA, fire, and life safety issues.

Oxnard Union High School District | $434K | DSA #03-120820
Channel Island H.S. Gymnasium Bleacher

Project Description
The project includes alterations to the Gymnasium and Cafeteria bldgs. (Bleachers Replacement & Restrooms Upgrades)

Field Inspection Duties
Inspection of the following: grading and geotechnical activities, all structure items (concrete, structure steel welding, high strength bolting, and CMU walls), and Musco lights fabrication and installation. Site plumbing, isolation valves and ground box installation, rough-in for electric conduits and raceways. ADA Inspection of path of travel. Provided continuous inspection throughout the project and supervised all testing lab activities for all required special inspection items.

Oxnard Union High School District | $424K | DSA #03-120817
Hueneme HS Bleachers Replacement

Project Description
Alterations to admin. building, staff restroom upgrades, gymnasium, bleacher Replacement, and restroom upgrades.

Field Inspection Duties
Inspection of the following: grading and geotechnical activities, all structure items (concrete, structure steel welding, high strength bolting, and CMU walls), and Musco lights fabrication and installation. Site plumbing, isolation valves and ground box installation, rough-in for electric conduits and raceways. ADA Inspection of path of travel. Provided continuous inspection throughout the project and supervised all testing lab activities for all required special inspection items.

HCAI EXPERIENCE

- **Palmdale Medical Center:** New Hospital Bldg. (IL-041400-19A)
- **Henry Mayo** New Hall Hospital Projects
- **Cath Lab**-S210698-19-00
- **Lab Hood and Analyzer**-S202162-19-00
- **Machris Bldg**. Demo-H171461-19-00
- **Helford Tower** Pharmacy Upgrade-S172762-19-00
- **D.O.C Make Ready** Demo-S200401-19-00
- **Encompass Health** Rehabilitation Hospital

A full list of projects and references is available upon request.

TYR Inspection Services
DSA & HCAI Inspection

KEVIN JETERS

INSPECTOR OF RECORD
DSA CLASS I

18672 Florida Street, Suite 302D
Huntington Beach, California 92648
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www.tyrior.com

ABOUT

Mr. Jeters has **over 30 years of experience** in the construction industry, in roles ranging from *DSA Inspector of Record to Superintendent level project manager to QC management.* Mr. Jeters is an experienced DSA construction inspector that has the knowledge and experience to work on projects of all sizes. Mr. Jeters is a team player who is always well prepared. Mr. Jeters exhibits a complete understanding of the project's documents from the beginning of the project. He is a proactive inspector, while working well with the contractor, architect, and owner every step of the project.

LICENSES & EDUCATION

- DSA Class 1, Cert. No. 5685
- ICC Certified Building IOR, Cert. No.0303810
- Contractor License Board (B1/C39) Cert. No. 493489
- CAL EMA DSW Coordinator
- ACI Certified IOR Cert. No. 01058245
- CAL OSHA 10-HOUR

EXPERIENCE

Los Angeles Unified School District | $100 Million | Multiple DSA Numbers
Reseda Charter High School Comp/Remodel

Project Description

New construction of a multipurpose bldg., a library, Phoenix academy bldg., classroom bldg., underground utilities, and canopy. Alterations of the North Gymnasium Building with a focus on voluntary seismic upgrades. Successful relocation of LAN and fire alarm panels due to the demolition of existing buildings.

Field Inspection Duties

Inspection of the following: structural components, geotechnical processes, compaction, concrete formwork, CMU layout and installation, structure steel and welding for moment frame connections, and high-strength bolting. Conducted inspections of building interiors, including metal studs and drywall, as well as exteriors such as lath and plaster. Monitored curtain wall installations and negative pressure testing. Inspected roofing systems, interior finishes (doors, windows, cabinets, flooring), flatwork, asphalt, underground utilities, MEP installations, fire protection systems, and accessibility features, ensuring compliance with building codes and UL assemblies. Coordinated testing labs both on-site and off-site throughout the project, while verifying ADA requirements and path of travel.

Los Angeles Unified School District | $90 Million | DSA #03-119457
Grover Cleveland HS

Project Description

Construction of a 2-story classroom bldg., a 3-story classroom bldg., a food Service bldg., and a 2-story multi-purpose bldg.

Field Inspection Duties

Inspection of the following: reinforced concrete, structural steel, welding, and bolting, CMU walls including placement and grouting, interior and exterior metal stud framing, curtain walls, windows. Oversaw the special inspectors for steel, masonry, steel reinforcement, concrete, anchors, and fireproofing. Fire and life safety items such as fire alarm and sprinkler system. ADA requirements and Path of Travel. Underground utilities and re-routing.

William S. Hart Unified High School District | $136.4 Million | DSA #03-115045
Castaic High School

Project Description

New construction of 11 buildings (250,000 sq. ft. on a 58-acre lot): Admin. Bldg., library, Chemistry labs, technology bldg., student services bldg., 4 classroom bldgs., gymnasium, dance rooms, state of the arts performing arts bldg., kitchen, dining shade structure, athletic fields, (Soccer, football, & baseball), and new electrical enclosures.

Field Inspection Duties

Inspection of site soil excavations and compaction for the building pad, the electrical, water, and sewer infrastructure and site hookups to the building. Ensuring all finishes are appropriately installed per construction documents. All welding and bolting. Verification for interior and exterior metal studs and exterior lath and plaster. Underground pipe installation and connection to the campus infrastructure system. All testing for electric conduits and pressure and static testing for plumbing.

Inspection Services
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Centinela Unified High School District | $38 Million | DSA #03-14162
Lawndale High School Student Services Building Phase 1

Project Description
New construction of a 115,000 sq. ft. 3-story academic bldg. featuring 4 chemistry labs, 8 biology labs, 4 computer labs, 24 classrooms, a media center, library, and student services center.

Field Inspection Duties
Inspection of wood and steel framing, including studs, hold-downs, anchor bolts, and Glu-lam beams, interior drywall and finishes. Underground utilities, all MEP elements for the mechanical system, reinforced concrete, fire life safety systems (fire alarm, sprinklers, fire-rated walls, and penetrations), and site verification for ADA compliance and path of travel.

Centinela Unified High School District | $18.4 Million | DSA #03-115691
Lawndale High School Student Center Building B

Project Description
New construction of a 2-story 43,426 sq. ft. bldg., featuring a full-service kitchen and spaces for the student union and ASB.

Field Inspection Duties
Inspection of the following: wood and steel framing (studs, hold down, AB, and Glu lam beams installation, interior drywall, and interior finishes). CMU and masonry (layout, embedment installation, mortar and grouting). Tie to city connection and interior rough in for MEP. Inspection of reinforced concrete, ADA, and FLS items.

Simi Valley Unified School District | $7.8 Million | DSA# 03-118786
Simi Valley HS Multipurpose Room Renovation

Project Description
Additions of a multi-purpose building and alterations to a multi-purpose building include additional renovations.

Field Inspection Duties
Inspection of the following: interior and exterior metal studs, insulation, drywall, fire stopping, ceilings, stucco, plaster, concrete, CMU walls and ADA compliance. Maintained a comprehensive project filing system that included RFI logs, submittals, tests, and special inspection reports. Provided detailed daily reports, attended project meetings, and verified compliance with ADA, fire, and life safety issues according to approved plans.

Los Angeles Unified School District | $38.3 Million | DSA #03-110123
Valley Region Elementary School #7

Project Description
New construction of a food service building and a multi-purpose building featuring classrooms, library, and admin spaces.

Field Inspection Duties
Continuous Inspection of the following: grading, concrete foundation work, structural elements, welding, stadium bleachers, Musco lights, CMU walls, and exterior veneer. MEP verification, supervising material testing, and oversaw on/off-site inspections for steel fabrication. Provided inspection for fire and life safety systems, waterproofing, and roofing. Maintained project documents for all inspection reports and inspection requests.

Los Angeles Unified School District | $72.9 Million | DSA #03-110201
Valley Region High School #4

Project Description
New construction of 4 buildings: gymnasium, lunch shelter, and 2 multi-purpose bldgs. encompassing admin spaces and library. Construction of canopies and a pedestrian bridge. Additions and alterations to a classroom bldg. and parking structure.

Field Inspection Duties
Inspection of the following: concrete and rebar, structural steel and welding, masonry, exterior metal studs, and lath and plaster. MEP inspection including material verification, rough-in for electrical, conduits, raceways, verification for wire sizing, electric boxes, etc., testing for all electric systems including ground and megger testing and connection to new transformer, mechanical and plumbing installation and verification for material, rough-in installation, and testing for the entire system. Fire and life safety items such as fire alarm and sprinkler system.

A full list of projects and references is available upon request.

4. Fee Proposal

Inspection Services
DSA & HCAI Inspection

4. Fee Proposal:

The projected costs outlined below are calculated for one project inspector. The project inspector proposed 2025 hourly rate for one is $112.00 per hour for the **Fremont Middle School - Reconstruction Project**. The inspector is expected to cover the project from the beginning of January 2026 and conclude by March 31, 2028.

District Name:	Oxnard School District
Project Name:	Fremont Middle School - Reconstruction Project
Project Duration:	January 2026 – March 31, 2028
Hourly Rate:	$112.00
Estimated Total Budget:	$425,600.00

I. Fee Proposal:

Project Name	Service	Project Total
Oxnard School District Fremont Middle School Reconstruction	IOR Services (James or Kevin) District Required Hours: 3800 Hours	$425,600.00
Grand Total		**$425,600.00**

II. Proposed Reimbursement: No additional service fees or reimbursables are being proposed for the scope of this project. The rates provided are fully burdened. If additional services become necessary for the district, TYR will provide quotations for those services.

III. Overtime: Monday through Friday is billed at the regular rate. Any work conducted on Saturdays, Sundays, Holidays, and over 8 hours per day is billed at 1.5x of any given hourly rate. The estimate excludes overtime hours, if the district determines the need for overtime, it may affect the total provided.

IV. Billing Practices: TYR's typical billing practice consists of monthly invoices based on the hours of inspection or management services provided throughout that month at the hourly rate provided. Lump sums are not employed unless by individual proposal and approved by the district. TYR customizes all invoicing as per district needs.

V. Estimate Notice and Assumptions: All rates provided to the district in this proposal are subject to an annual increase. All fee estimates provided are also susceptible to fluctuation in market demand. The estimate is also based on the preliminary project schedule and may change based on alterations to the finalized construction schedule. This estimate is also contingent on the preliminary project workload presented at the time of solicitation. Should there be an increase in the workload the estimate may be affected. Additionally, the estimate excludes overtime hours, if the district determines the need for overtime, it may also affect the total provided.

This proposal is designed to meet the district's requests. However, depending on DSA's determination , an assistant inspector may be required to ensure adequate inspection coverage. If that occurs, TYR can provide these additional services, though they are not included in the current estimate. Any changes will be implemented only if DSA guidance, including IRA-8 requirements, necessitates adjustments to coverage. Estimated hours and costs may be revised accordingly.

Please note: This estimate is based on a 4-hour Minimum: of 1 to 4 hours of inspection; 6-Hour Minimum: 4 to 6 hours of inspection; 8-Hour Minimum: Over 6 to 8 hours of inspection. The start/end times logged on to the inspector timecard may not reflect the actual duration spent on site. It is critical to remember that the billing time encompasses various components, including but not limited to on-site travel time, organization with project teams, coordination of TLOR services, preparation of daily and semi-monthly reports, etc. That is in addition to other administrative and inspection-related duties outlined in IRA-8.

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5. Non-Collusion Declaration

ATTACHMENT C

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

I am the President of TYR, Inc., the party making the foregoing
[Title] [Name of Firm]

bid/proposal.

The bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid/proposal is genuine and not collusive or sham. The bidder/proposer has not directly or indirectly induced or solicited any other bidder/proposer to put in a false or sham bid/proposal. The bidder/proposer has not directly or indirectly colluded, conspired, connived, or agreed with any bidder/proposer or anyone else to put in a sham bid/proposal, or to refrain from bidding/proposing. The bidder/proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid/proposal price of the bidder/proposer or any other bidder/proposer, or to fix any overhead, profit, or cost element of the bid/proposal price, or of that of any other bidder/proposer. All statements contained in the bid/proposal are true. The bidder/proposer has not, directly or indirectly, submitted its bid/proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, to effectuate a collusive or sham bid/proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder/proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder/proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 011/16/2025,
[Date]

at Huntington Beach, CA.
[City] [State]

Date: 11/16/2025
Proper Name of Bidder/Proposer: TYR, Inc.

Signature: Youssef Sobhi

Print Name: Youssef Sobhi
Title: President

END OF DOCUMENT

6. Certification regarding Lobbying

ATTACHMENT D

Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters

The undersigned certifies, to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

TYR, Inc.

Organization:

18672 Florida St., Suite 302-D

Street address:

Huntington Beach, CA 92648

City, State, Zip:

Youssef Sobhi

Certified by: (type or print)

President

Title

Youssef Sobhi

Signature

11/16/2025

Date

Disclosure of Lobbying Activities Approved by OMB 0348-004

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ contract ☐ grant ☐ cooperative agreement loan ☐ loan guarantee ☐ loan insurance	☐ bid/offer/application ☐ initial award ☐ post-award	☐ initial filing ☐ material change For material change only: Year_____quarter _____ Date of last report_____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Sub-awardee,
_____Prime _____Sub-awardee Tier_____, if Known: Congressional District, if known:	Enter Name and Address of Prime: Congressional District, if known:

Not Applicable

6. Federal Department/Agency:	7. Federal Program Name/Description:
	CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:*	9. Award Amount, *if known:* $
10a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	10b. Individuals Performing Services *(including address if different from No. 10a)* *(last name, first name, MI):*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** **_____** **Print Name:** **_____** **Title:** **_____** **Telephone No.: _____ Date:** **___**
Federal Use Only	**Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)**

Not Applicable

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.

Not Applicable

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Not Applicable

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for prospective participants/Respondents in primary covered transactions:

A. The Respondent certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

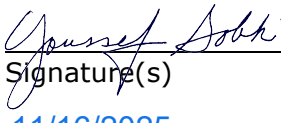
(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the Respondent is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

TYR, Inc.
Contractor/Company Name

Fremont Middle School Reconstruction Project
Award Number, Contract Number, or Project Name

Youssef Sobhi
Name(s) and Title(s) of Authorized Representatives


Signature(s)

11/16/2025
Date

7. Comments to Form Of Agreement

10. Exceptions to Contract Agreement Terms

TYR Inc. has reviewed the Sample Agreement included in RFP and **will not pursue exemptions** or has **no objections** to its terms. We are prepared to execute the contract agreement as presented, without any modifications or proposed changes.

18672 Florida Street, Suite 302-D ● Huntington Beach, CA 92648 ● Phone: (949) 524-3020 ● Fax: (949) 524-3058 ● www.tyrior.com

Appendix:
TYR Similar Project Experience & References

Inspection Services
DSA & HCAI Inspection

Firm Relevant Project Experience

In our 20 years of business, we have had the pleasure of working with numerous school districts, community colleges, universities, hospitals, and public works projects throughout California. This has led our company to gain the vital knowledge required to work on different project scopes, such as new construction, modernization, and renovations. In addition, our mission is to provide our clients with excellent quality inspection services and to fulfill all project needs, while ensuring projects stay cost-effective and are closed out successfully.

TYR is the largest inspection firm of its kind - This is only a sample list of our projects, we have had the honor of working on over 500 projects in the last 5 years throughout the state of California with numerous School Districts, community colleges, universities public works, and Judicial Council of the Courts

Please note: No sub-consultants were used on the following projects. A full project list is available upon request.

Recent K-12 Project Experience

Client	Project Name	Brief Project Description	District Contact
Oxnard School District	Marina West ES - New Modular Classroom	**Construction Cost: 8.3 M.** Construction of five 72x40 relocatable kindergarten buildings, including all associated site improvements such as utility connections, grading, paving, and accessibility upgrades, designed to provide a safe, functional, and efficient learning environment.	**Loretta C. Steele** Flewelling & Moody Architect 323-543-8300 lsteele@flewelling-moody.com
Paso Robles Unified School District	Marie Bauer Early Childhood Center	**Construction Cost $10.5 Million** New construction of a modern learning center includes a dedicated administration building and a separate classroom building. The classroom building houses ten well-equipped classrooms designed to support a range of instructional needs and provide a functional, student-focused learning environment.	**Ricardo Reyes** Facilities and Planning Manager (805) 769-1160 x32011 rreyes@pasoschools.org
Goleta Unified School District	Ellwood & La Patera ES Roofing and HVAC Project	**Construction Cost: 3.6 Million** Project consists of the removal and replacement of the existing roofing system, along with the installation of new HVAC and mechanical equipment at Ellwood Elementary School. The work enhances building performance, improves energy efficiency, and ensures long-term reliability of critical campus systems.	**Leon Cavallo,** Project Manager II Kitchell CEM **Cell: 951-733-6507**
Madera Unified School District	Solar projects Bus Loading Zone Kitchen Remodel	**Construction Cost $6 Million** Projects include solar array installations at Berenda Elementary, Madison Elementary, Monroe Elementary, Ripperdan Continuation School, Thomas Jefferson Middle School, and Washington Elementary, along with a kitchen remodel at Thomas Jefferson Middle School and bus loading zone improvements at Berenda ES.	**Rosalind Cox** Director of Facilities Planning & Construction Mgmt (559) 675-4548 rosalindcox@maderausd.org
Clovis Unified School District	District Campus Expansion Project	**Construction Cost $32 Million** New District facilities project on 16.61 acres includes constructing a Special Education Administration building (24,167 sq ft) and an Online School building (27,399 sq ft) with associated site improvements. Phase 1 Future phases will add District administrative offices totaling approximately 90,000 sq ft..	**Karen Sadler** Capital Projects Assistant II CUSD Construction Services (559)327-9246 KarenSadler@clovisusd.k12.ca.us

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Client	Project Name	Brief Project Description	District Contact
Fresno Unified	IEEEP Playground Projects at District-wide	**Construction Cost $4 Million** Installation of owner-provided outdoor play structure/equipment, including layout, footings, assembly, and installation. Upgrading playground surfacing, storm drain, site work, landscaping, and irrigation system at an existing preschool playground area.	**George Islas** Project Manager (559)457-3710 George.Islas@fresnounified.org
Chino Valley Unified School District	Chino High School Reconstruction Phase 1 & 2	**Construction Cost $225 Million** 180,000 square feet of new building construction of a new academic core. Total new construction amounts to approximately. 285,473 sf. Including new classroom buildings, Library, Theatre, Gym, Vocational Classrooms, Administration Buildings, …etc.	**Beverly Beemer** Director-Maintenance, Operations (909) 628-1202 Beverly_Beemer@chino.k12.ca.us
Perris Union High School District	Liberty High School No. 4	**Construction Cost $150 Million** Campus master plan was developed to accommodate approximately 2,600 students in grades 9-12. Planned facilities include small learning communities, modern classrooms, athletic, art program spaces, training facilities and science labs.	**Hector Gonzalez** Director of facilities (951) 232-9201 hector.gonzalez@puhsd.org
Bellflower Unified School District	Mayfair High School STEAM Classroom Building	**Construction Cost $40 Million** Construction of 1-(2)-story STEAM center and site improvements, 1- central plant. Project consists of construction of new 77,566 square foot, 2-story STEAM Building with 42,284 square foot First Floor and 35,282 square foot Second Floor at Mayfair High School	**Dan Buffington** Director of Maintenance and Construction (562) 244-0926 dbuffington@busd.k12.ca.us
Compton Unified School District	New Compton High School	**New Construction - Project Value: $182 Million** Construction of a replacement high school on an existing school campus. Includes a 2-story academic bldg., 1-story performing arts center, gym and locker room, swimming pool and support building, new track and field with bleachers and press box, new parking lots, new tennis and basketball courts, new toilets, concessions, and satellite buildings, and a lunch shelter. 267,900 sq. of new bldg. and 1,266,800 sq of athletic and outdoor educational facilities.	**Nathaniel C. Holt** Chief Facilities Officer & Bond Program Manager (562) 889-5982 nholt@compton.k12.ca.us
Perris Elementary School District	Clearwater Elementary School Expansion	**New & Modernization - Project Value: $24 Million** Successfully completed the construction of a new school, featuring extensive sitework, an administration building (Building A), a multi-purpose building (Building B), and six classroom buildings (Buildings C-H). These facilities were designed to provide a comprehensive and modern educational environment for students.	**Victor H. Guzman** Director of Facilities, Maintenance, and Operations P: (951)657-3118 victor.guzman@perrisesd.org
El Monte Union HSD	Mountain View High School Modernization	**Modernization - Project Value: $28 Million** The project modernizes several campus buildings with new lobbies, mechanical systems, roof replacements, and sola-tube skylights. It includes interior work in Buildings A, H, and K, and roof replacements in Buildings J, L, and M. Campus-wide upgrades cover door hardware, lighting, paths, parking, signage, fencing, and landscaping.	**Margarita Sanchez** Director Of Purchasing Phone: (626) 444-9005 ext. 9855 margarita.sanchez@emuhsd.org

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Inspection Services
DSA & HCAI Inspection

Client	Project Name	Brief Project Description	District Contact
Rowland Unified School District	Rowland High School	**Construction Cost $44 Million** Alterations to 1-classroom building, construction of 1-special education building S, 1-adjoining buildings entrance canopy, 1-theatre, cafeteria, multi-purpose building, classroom building, 1-admin. library building, 1-ASB building, 1-classroom building.	**Russ Hall** Project Manager (909) 376-4076 russh@lmcci.com
Menifee Unified School District	Ridgemoor Elementary School TK Expansion	**Modernization - Project Value: $4 million** The project involved the construction of three classroom buildings (Clusters H1, H2, and I, each 72' x 40', PC# 04-121111), along with the installation of two 20' x 30' shade structures (PC# 02-119371). Additionally, the scope included comprehensive site improvements, encompassing the development of play courts and a playfield, providing a complete and functional educational environment	**Daniel Clem** Vice President TELACU Construction Management dclem@telacu.com 714.541.2390 ext. 308
Chaffey Joint Union HSD	Chaffey High School Modernization	**New & Modernization - Project Value: 31.5 Million** The modernization of the Gardiner W. Spring Auditorium at Chaffey High School includes multiple improvements to the historic structure, such as exterior restoration, theatrical and acoustic upgrades, a new catwalk and steel stairway, two new elevators, accessibility enhancements, lobby restroom expansion, and interior/exterior finish improvements.	**Jason Howarth** Tilden-Coil Const. Prog. Exec., LEED AP (951) 684-5901 ext. 214
Pomona USD	Washington Elementary School Expansion	**New & Modernization - Project Value: $24.5 Million** Project consisted of site underground utility and fine grading, construction of 2-Two-Story prefab. concrete classroom buildings C & D, and construction of 2-10'x10' entry canopy/shade structures, in addition to construction of 1-pedestrian bridge, 2-playground areas, 1- entry canopy/shade structures, 1-10'x124'.	**Dan Franco** Project Manager (951) 809-3906
Corona Norco USD	Districtwide Solar Project	**New Construction - Project Value: $54 Million** Installing solar power systems across multiple educational sites within the district. This extensive project aims to bring renewable energy to schools, reducing environmental impact, and creating sustainable learning environments for 51 school and district campus sites district wide.	**Andrew Sterner** Administrative Director Business Services (951) 736-3316
Fallbrook Union HSD	Campus Modernization	**New & Modernization - Project Value: $23.6 Million** Modernization of Building E. Removal and replacement of 3 relocatable buildings. Construction of New CTE Building, ATP Building, Concrete & AC paving, and fencing.	**Noemi Avila-Zamudio** Building Program Manager 949-616-6530, noemi@nazconsultinginc.com
Oceanside USD	Oceanside HS, El Camino HS Track & Field	**Modernization - Project Value: $4 Million** Construction of synthetic turf and track surfaces, including ground preparation, installation, and proper drainage for sports activities. Modifications to walkways improve accessibility and safety, including widening paths, adding ramps, and ensuring ADA compliance.	**James McGrane** Project Engineer 732-670-3553, Jamesmcgrane@maascco.com

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Inspection Services
DSA & HCAI Inspection

References

Additional Firm Reference

As a firm, TYR has many years of experience successfully coordinating inspection services across multiple clients and we understand what is required to successfully balance all our commitments. In addition, due to the number of inspectors on our company staff and their high quality of performance, we have always completed our projects in a precise and prompt fashion.

Client Name	Address	Contact	Description of Service
Madera Unified School District	1205 S. Madera Ave. Madera, CA 93637	**Rosalind Cox** Director of Facilities Planning & Construction Mgmt (559) 675-4548 RosalindCox@maderausd.org	IOR Services for the following: Marten Luther King Cooler & Freezer Desmond HS Cooler & Freezer Madera HS Kitchen HVAC, And more.
Paso El Roble Joint HS District	1830 W Romneya Dr, Anaheim, CA 92801	**Britiany Baker** Assistant Project Coordinator Facilities and Planning Coordinator (805) 769-1159 bbaker@pasoschools.org	IOR Services for the following: PRJUSD Aquatics Complex Marie Bauer Early Childhood Center And more
ABC Unified School District	16700 Norwalk Blvd. Cerritos, CA 90703	**Joshie Cox** Director of Purchasing & Risk Management 562) 926-5566 Ext. 21218 joshie.cox@abcusd.us	IOR Services for the following: Gahr HS Tennis court Bragg ES Front Office Remodel Niemes ES HVAC Small HVAC Projects Gahr HS Modernization And more
Bellflower Unified School District	16703 S. Clark Ave. Bellflower, CA 90706	**Dan Buffington** Director of M&O (562) 244-0926 dbuffington@busd.k12.ca.us	IOR Services for the following: Mayfair HS STEAM Classroom Building, Ramona ES Multi-Purpose Building Renovation, Ester Lindstrom ES Marquee Sign, and more.
Chino Valley Unified School District	5130 Riverside Drive Chino, CA 91710	**Beverly Beemer** Director of Planning (909) 628-1202 Beverly_Beemer@chino.k12.ca.us	IOR Services for the following: Briggs K-8 New Science Lab Bldg., Chino HS Reconstruction, Walnut Ave ES Shae Structures, And more.
Compton Unified School District	417 W. Alondra Blvd. Compton. California. 90221	**Nathanial Holt** Director of Facilities at Compton USD (562) 889-5982 nholt@compton.k12.ca.us	IOR Services for the following: New Compton High School New Compton HS Athletic Fieldhouse
Golden West Community College District	15744 Golden West St, Huntington Beach, CA 92647	**Joseph Dowling** Director of Maintenance & Operations (714) 895-8158 Ext. 55159 jdowling@gwc.cccd.edu	IOR Services for the following: GWC Language Arts Complex GWC Math and Science Building And more

Appendix:

Insurance Policy

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/10/2025

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	CONTACT NAME:	
YASSA INSURANCE AGENCY INC 26361 Crown Valley Parkway #230 Mission Viejo, CA 92691 0B09314	PHONE (A/C, No, Ext): (949)417-0205	FAX (A/C, No): (949)751-0208
	E-MAIL ADDRESS: yassaagency@yahoo.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
T.Y.R., Inc. 18672 Florida Street Suite 302-D HUNTINGTON BEACH, CA 92648	INSURER A : Travelers Indemnity Company of Connecticut	25682
	INSURER B : Travelers Indemnity Company of Connecticut	25682
	INSURER C : Travelers Property Casualty Company of America	25674
	INSURER D : Travelers Property Casualty Company of America	25674
	INSURER E : CFC-Underwriters at Lloyd's Ins Co	AA-1124129
	INSURER F :	

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: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	680-00B8234176	9/9/2025	9/9/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 1,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]	X		BA - B834679A-1	9/9/2025	9/9/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUP-00B8255147	9/9/2025	9/9/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 3,000,000 $ 3,000,000 $
D	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		UB-00B825393A	9/9/2025	9/9/2026	[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
E	PROFESSIONAL LIABILITY			PSO0340493435	9/9/2025	9/9/2026	PER CLAIM LIMIT AGGREGATE LIMIT	2,000,000 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

Mark Yassa

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Appendix: Brochure

TYR, INC. SELECT PROJECT LIST

K-12 Sample Experience



Clovis USD
Terry P. Bradley Educational Center

New Construction
$510 Million

This comprehensive educational complex features modern classrooms, science labs, a library, applied arts spaces, and a student union, along with extensive athletic facilities.

Chino Valley USD – Chino H.S. Phase 1 & 2

New Construction
$250 Million

New Buildings: a Library, Theater, Gym, Vocational Classroom, Administration, and 2 Fields





Compton USD – Compton High School

New Construction
$200 Million

High School Replacement Project: 2-story Academic Buildings, Arts Center, Gym, Cafeteria, and Outdoor Athletic Facilities

TYR, INC. SELECT PROJECT LIST

K-12 Sample Experience



Bellflower USD – Mayfair H.S. STEM Building

New Construction
$40 Million

2-story of 67,000 sq. ft. structure for Science, Engineering, and Math educational spaces.

Rowland USD – Rowland H.S.

New Construction
$43 Million

New Buildings: education bldg., A theatre, a cafeteria, and a library bldg.





Long Beach USD – K8 Newcomb Academy

New Construction
$40.6 Million

7 new buildings, including two 2-story bldg. and 5 additional bldgs., housing 45 classrooms, a library, & Gymnasium.

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** December 17, 2025

Agenda Section: Section D: Action Items

Approval of the Project Labor Agreement No. 25-186 for the Fremont Middle School Reconstruction and Modernization Project (Pifko)

The Project Labor Agreement (PLA) for the Fremont Middle School Reconstruction and Modernization Project (Project) is intended to:

- provide employment opportunities for local workers to participate in the construction of the Project, and
- Provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby
- Promoting the public interest in assuring the timely and economical completion of the Project.

The PLA creates a partnership for the District to enhance project predictability regarding schedule, quality, and cost controls with the Tri-Counties Building and Construction Trades Council ("Council"), AFL-CIO, and the signatory Craft Councils and Unions that sign the PLA ("Signatory Unions").

Entering a PLA for the Fremont Middle School Reconstruction and Modernization Project will help the District achieve on-time completion, maintain jobsite harmony, and align construction delivery with the District's workforce and community-benefit goals.

FISCAL IMPACT:
Approval of the PLA does not, by itself, increase the Board-approved project budget. The PLA establishes labor standards and a dispute-resolution framework intended to support project efficiency and reduce the risk of costly delays. All construction work will continue to be competitively bid in accordance with the California Public Contract Code and District procedures.

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve and authorize the Superintendent to execute Project Labor Agreement No. 25-186 for the Fremont Middle School Reconstruction and Modernization Project.

ADDITIONAL MATERIALS:

Attached: Project Labor Agreement No. 25-186 (40 pages)

AGREEMENT NO. 25-186
PROJECT LABOR AGREEMENT
FOR OXNARD SCHOOL DISTRICT'S
FREMONT MIDDLE SCHOOL PROJECT

The purpose of this Project Labor Agreement for Oxnard School District's Fremont Middle School Project is to promote efficiency of construction operations during the Oxnard School District's Fremont Middle School Reconstruction and Modernization Project ("Project") as defined herein, and to provide employment opportunities for local workers to participate in the construction of the Project, and for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project.

WHEREAS, the timely and successful completion of the Project is of the utmost importance to the Oxnard School District ("District") to meet the educational needs of the District's students and to avoid increased costs resulting from delays in construction; and

WHEREAS, the Agreement provides a level of accountability that will greatly reduce if not eliminate the exploitation of workers and circumvention of the Labor Code as it applies to the payment of prevailing wages and will save the District financial and human resources in prevailing wage enforcement; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Tri Counties Building and Construction Trade Council, AFL-CIO and the signatory Craft Councils and Unions signing this Agreement. All of the above-listed entities, which have executed this Agreement, shall be referred to collectively as the "Parties" and individually as a "Party;" and

WHEREAS, the interests of the general public, the District, the Unions and Contractor/Employer(s) would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the Contractor/Employer(s), and, further, to encourage close cooperation among the Contractor/Employer(s) and the Union(s) to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractor/Employer(s) and the affected Union(s) except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contracts for construction work on the Project will be awarded in

accordance with the applicable provisions of the Public Contract Code, Education Code and other applicable California law; and

WHEREAS, the District places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and has identified the need to prepare its students for lifelong careers and continuing education, recognizing the ability of local apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project; and

WHEREAS, by requiring, as a condition of performing work on the Project, Contractor/Employers to provide training and employment opportunities to local residents registered in apprenticeship programs, the residents of the District, the District and the residents of the District desiring training all benefit.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE 1.
DEFINITIONS

1.1. "Agreement" means this Project Labor Agreement for Oxnard School District's Fremont Middle School Project, plus appendices A, B, C and D.

1.2. "Apprentice" shall mean those employees registered and participating in Bona Fide Joint Labor/Management Apprenticeship Programs approved by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

1.3. "Contractor/Employer(s)", "Contractor(s)", and "Employer(s)" means any individual, firm, partnership, or corporation, or combination thereof, including joint ventures, which as an Independent Contractor has entered into a Construction Services Agreement or Contract with the District with respect to the Project Work, or with another Contractor as a subcontractor of whatever tier utilized by such Contractors for Project Work.

1.4. "Construction Services Agreement" means a public works contract not excluded in this Agreement which will be signed by the District and which is necessary to complete the Project.

1.5. "District Graduate" is a person who has graduated from a District school, regardless of their current place of residence.

1.6. "DSA" means Division of State Architect.

1.7. "Bona Fide Apprenticeship Program" means a Joint Labor/Management Apprenticeship Program approved by the State Division of Apprenticeship Standards that has graduated apprentices annually for at least the past five (5) years.

1.8. "Letter of Assent" as used in this Agreement means the document that each Contractor (of any tier) must sign and submit to the PLA Coordinator and the Council, before beginning any Project Work, which formally binds them to adhere to all the forms, requirements and conditions of this Agreement, in the letter attached hereto as Appendix A.

1.9. "Oxnard Resident" for purposes of this Agreement are defined as those residents living within the zip codes within the jurisdictional boundary of the District, or the City of Oxnard, as well as any District Graduates, regardless of their residence..

1.10. "PLA Coordinator" means the person(s) or business entity(ies) designated by the District to manage, coordinate and administer the implementation of this Agreement.

1.11. "Project" is defined to include all phases of the construction of new facilities and upgrading and repair to all existing facilities on the Fremont Middle School campus covered in the Agreement executed by the District.

1.12. "Project Manager" means the person(s) or business entity(ies) designated by the District to manage, coordinate and administer all phases of construction on the Project.

1.13. "Union" or "Unions" means the Tri-Counties Building and Construction Trades Council ("Council"), AFL-CIO, and the signatory Craft Councils and Unions signing this Agreement ("Signatory Unions").

1.14. "Master Labor Agreements," as used in this Agreement, means the Master Labor Agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

ARTICLE 2.
SCOPE OF AGREEMENT

2.1. Parties: The Agreement shall apply and is limited to all Contractors/Employer(s) performing Construction Services Agreements on the Project, the District and the Council, AFL-CIO,and the Signatory Unions. It is agreed that liability under this Agreement is several and not joint.

2.2. The District will apply the Agreement as a contract specification to the award of Construction Services Agreements identified by the District for the Project, issued after the date of this Agreement.

2.3. The District shall designate a PLA Coordinator, either from its own staff or an

independent contractor acting on behalf of the District, to monitor compliance with this Agreement; assist, as the authorized representative of the District, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and, to otherwise implement and administer this Agreement.

2.4. Covered Work:

2.4.1. This Agreement shall apply to all on-site construction, demolition, alteration, painting or repair of buildings, structures, landscaping, temporary fencing and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and that is part of the Project, including, without limitation, pipelines, site preparation, demolition of existing structures and all construction, demolition or improvements required to be performed as a condition of approval by any public agency.

2.4.2. The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work as set forth under the provisions of this Agreement; provided, however, it is recognized that installation of specialty items which may be furnished by the District or a Contractor shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role; and further provided, , in limited circumstances requiring special knowledge of the particular item(s), such work may be performed by construction persons of the vendor or other companies where necessary to protect a manufacturer's warranty.

2.4.3. Work covered by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the project delivery method.

2.4.4. It is recognized that certain equipment of a highly technical and specialized nature may be installed at the Project work site. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped and/or pre-wired and that it be installed under the supervision and direction of the District's and/or manufacturer's personnel. The Unions agree to install such material, equipment and systems without incident, or allow such installation to be performed by the manufacturer or a contractor designated by the manufacturer, only where the Unions are unable to perform such work. Prior to any such installation, manufacturer or General Contractor will discuss the issue with the Council and affected Union.

2.4.5. If any disagreement between Contractor/Employer(s) and a Union or Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will proceed as directed by the Contractor and the parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to the procedures set forth in Article 13;

2.4.6. The Parties understand that the District may at any time, and at its sole discretion, determine to build segments of other Projects under this Agreement, which are not currently proposed.

2.5. Work excluded from this Agreement includes, but is not limited to, the following:

2.5.1. Work of non-manual employees, including but not limited to, superintendents, supervisors, architects and other design professionals, staff engineers, municipal inspectors, DSA inspectors of record, information technology installers and technicians, safety personnel, timekeepers, mail carriers, clerks, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees and specifically specialized work such as system programming and startup, design, and other crafts not covered under a Master Labor Agreement;

2.5.2. Maintenance of equipment and machinery owned or controlled and operated by the District or a Contractor/Employer or their direct employees;

2.5.3. All off-site manufacture and handling of materials, equipment or machinery (except at dedicated staging, lay-down, or storage areas) which is not covered by the fabrication provision in the Master Labor Agreement or local addenda to a national agreement of one of the Unions;

2.5.4. All employees of the District, PLA Coordinator, design teams (including, but not limited to architects, engineers and master planners), or any other consultants for the District (including, but not limited to, project managers and construction managers and their employees not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Surveyors and Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) are a covered craft under the PLA. (This inclusion applies to the scope of work defined in the Master Labor Agreement for said craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the Wage classification of Surveyor and Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement or a construction contract shall be bound to all applicable requirements of the PLA.) Covered Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

2.5.5. Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or

by the District or its Contractors (for work for which is not within the scope of this Agreement);

2.5.6. Maintenance of leased equipment and supervision of such maintenance of work;

2.5.7. Work by employees of a manufacturer or vendor necessary to maintain its warranty or guarantee;

2.5.8. Laboratory work for specialty testing; and

2.5.9. Non-construction support services contracted by the District, PLA Coordinator or Contractor/Employer in connection with the Project.

2.6. Project Labor Disputes: All Project labor disputes involving the application or interpretation of a Master Labor Agreement to which a Contractor/Employer(s) and a Signatory Union are parties shall be resolved pursuant to the resolution procedures of the Master Labor Agreement. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the Joint Administrative Committee.

2.7. Coverage Exception: This Agreement shall not apply if the District receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the District not require, bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations or enter into an agreement that contains any of the terms set forth herein. The District agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

ARTICLE 3.
EFFECT OF AGREEMENT

3.1. By executing this Agreement, the Unions and the District agree to be bound by each and all of the provisions of the Agreement.

3.2. By accepting the award of a Construction Services Agreement for the Project, whether as contractor or subcontractor, each Contractor/Employer agrees to be bound by each and every provision of this Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing a Letter of Assent in the form attached hereto as Appendix A.

3.3. At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of the Construction Services Agreement, the Contractor/Employer(s) shall provide a copy of this Agreement, as it may from time to time be modified, to said subcontractor and shall require the

subcontractor as a part of accepting an award of a subcontract to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work by executing an Agreement to be Bound in the form attached hereto as **Appendix A**. This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

3.4. The provisions of this Agreement, including the Master Labor Agreements of the Signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a Master Labor Agreement, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a Master Labor Agreement and not covered by this Agreement, the provisions of the Master Labor Agreement shall prevail. Any dispute as to the applicable source between this Agreement and any Master Labor Agreement for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 13.

3.5. It is understood that this Agreement, together with the applicable Master Labor Agreements, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Project Labor Agreement, the Contractor/Employer will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor/Employer may be required to sign an uniformly applied, non-discriminatory Subscription or Participation Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor/Employer beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor/Employer to have each of its subcontractors sign the documents with the appropriate Craft Union prior to the subcontractor beginning Project Work.

ARTICLE 4.
WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1. During the life of this Agreement, the Unions, their members, their agents, their representatives, and their employees agree that they shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, sympathy strike, picketing, or other work stoppage or other protest of any kind for any cause whatsoever with respect to the Project; and there shall be no lockout by Contractor or any Employer. It is expressly agreed that any such action is in violation of this Agreement.

4.2. In the event of a violation of this Section 4.1, any Contractor/Employer shall be entitled to hire replacement workers and/or subcontractors in accordance with the terms of this Agreement, within 24 hours of written notice to the affected Union(s) of the violation of this Agreement. In addition, the Contractor or Employer may seek relief in court (and shall not be limited to the remedy provided in Article 13), specifically including injunctive relief, to restrain any such action on the part of the Union(s), and any of its agents, representatives, or employees. In the event of a violation of this provision by the Unions or by the employees the Unions represent, a Contractor/Employer whose employees have not reported to work may be replaced with any other contractor or subcontractor that executes the Letter of Assent.

4.3. The Contractor/Employer may discharge any employee violating Section 4.1 above and any such employee will not be eligible for rehire under this Agreement.

4.4. Notwithstanding the provisions in Section 4.1 above, is it agreed that a Union retains the right to withhold the services (but not the right to picket) of its members from a particular Contractor/Employer who fails to make timely payments to the Union's benefit plans, or fails to timely pay its weekly payroll, in accordance with its agreements with the Union; provided, however, that the Union shall give ten (10) business days written notice to such Contractor/Employer prior to withholding the services of its members, and that in the event the Union or any of its members withholds their services from such Contractor/Employer, the District shall have the right to replace such Contractor/Employer with any other Contractor/Employer that executes an Letter of Assent. Any notice provided to the Contractor/Employer per this article shall also be provided to those identified in Article 21.13.

4.5. The Parties agree that Project delays caused by violations of this Article will cause the District to sustain damages. They agreed that it would be impractical or extremely difficult to fix the amount of such damages.

Therefore, the Parties agree that, should the District file a grievance against one of the Signatory Unions for violation of Section 4.1 of this Agreement and such grievance goes to arbitration under Article 13 of this Agreement, if the arbitrator hearing such grievance finds the applicable Signatory Union violated Section 4.1 of this Agreement and Orders the applicable Signatory Union to immediately cease

and desist from such activity and the applicable Signatory Union fails to comply with such order within twenty-four (24) hours of the applicable Signatory Union's receipt of the arbitrator's order, the District shall be entitled to liquidated damages in the amount of ten-thousand dollars ($10,000.00) per day. The payment, when made, shall constitute a damages remedy of the District for the delay specified, but shall not prevent the District from seeking injunctive or other relief, including termination of this Agreement. Payment of these sums as liquidated damages is not intended as a forfeiture or penalty within the meaning of California law.

ARTICLE 5.
PRECONSTRUCTION CONFERENCE

5.1. A pre-construction conference shall be held prior to the commencement of the work to be performed pursuant to the Construction Services Agreement. Such conference shall be attended by a representative each from the participating Contractor/Employer(s), including all subcontractors, Union(s) and the PLA Coordinator. All efforts will be made to hold the conference in sufficient time to ensure all parties the ability to properly raise and resolve any issue that may arise out of such meeting, with a goal that such conference will be held at least 7 days before the work commences. All work assignments should be disclosed by the Contractor/Employer(s) at a pre-job conference held in accordance with industry practice. Should there be any formal jurisdictional dispute raised under Article 14, the Project Manager shall be promptly notified. All meetings shall be held at the District's offices at 1055 South C Street, Oxnard, CA 93030.

5.2. Should additional work be awarded after the pre-construction conference has taken place, a separate pre-construction conference shall be held for such additional work.

ARTICLE 6.
NO DISCRIMINATION

6.1. The Contractor/Employer(s) and Union(s) agree not to engage in any form of discrimination on the ground or because of race, religion, gender, membership in a labor organization, political affiliation, marital status, color, creed, national origin, ancestry, age, sex, sexual orientation, political affiliation, marital status or disability or any other basis made illegal by law against any employee, or applicant for employment, on the Project.

ARTICLE 7.
UNION SECURITY

7.1. The Contractor/Employer(s) recognize the Union(s) as the sole and exclusive bargaining representative of all craft employees working within the scope of this Agreement.

7.2. Employees are not required to become or remain union members or pay dues or fees as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 7.2 is intended to supersede independent requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.

7.3. Authorized representatives of the Union shall have access to the work performed on the Project, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules.

ARTICLE 8.
REFERRAL

8.1. The Union(s) shall be the primary source of all craft labor employed on the Project. However, in the event that a Contractor/Employer has its/his/her own "core workforce", the Contractor/Employer(s) may request by name, and the local shall honor, referral of persons who demonstrate the following qualifications:

8.1.1. possess any license required by state or federal law for the Project work to be performed;

8.1.2. have worked a total of at least two thousand (2,000) hours in the construction craft during the prior three (3) years;

8.1.3. were on the Contractor/Employer(s)' active payroll for at least sixty (60) out of the one hundred (100) working days immediately prior to the contract award;

8.1.4. have the ability to perform safely the basic functions of the applicable trade;

8.1.5. Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the PLA Coordinator and the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license) evidencing the core employee's qualification as a core employee to the PLA Coordinator and the Council.

8.1.6. The Union will refer to such Contractor/Employer(s) one "core" employees as a journeyman and will then refer one employee from the hiring hall out-of-work list for the affected trade or craft, and shall repeat the process, one to one, until such Contractor/Employer(s) crew requirements are met or until

such Contractor has hired five (5) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor/Employer(s)' work the ratio shall be maintained and when the Contractor/Employer(s)' workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site. The provisions of this Section 8.1, relating to core employees, shall not apply to Contractor/Employer(s) that are directly signatory to one or more of the Master Labor Agreements.

8.2. The Employers shall have the unqualified right to select and hire directly supervisors above general foreman considered necessary and desirable, without such persons being referred by the Union(s).

8.2.1. The Employer shall have the right to determine the competency of all employees, the number of employees required, the duties such employees within their craft jurisdiction. The Employer shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting time requirements of the applicable Master Labor Agreement; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Employer's commitment to employ qualified workers through the procedures endorsed in this Agreement.

8.3. Contractor/Employer(s) shall be bound by and utilize the registration facilities and referral systems established or authorized by the Signatory Unions when such procedures are not in violation of Federal law.

8.4. In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer(s) for employees within a forty-eight (48) hour period, weekends and holidays excluded, after such requisition is made by the Contractor/Employer(s), the Contractor/Employer(s) shall be free to obtain work persons from any source. The Contractor/Employer(s) shall immediately notify the appropriate Union of the identity, including name, address, and telephone number, of any such person(s) hired from an alternative source and such applicants shall register with the appropriate hiring hall, if any, prior to beginning Project Work.

8.5. Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor/Employer(s), and document such efforts as required.

8.6. The Parties are aware of the District's policy that Contractor/Employer(s) shall not employ a person who would not be eligible for employment by the District under

California Education Code section 45123. All persons working on Project Work, including all employees hired by a Contractor/Employer(s) (or referred by a Signatory Union) to work on Project Work, shall be required to comply with all criminal background check certification requirements and policies of District for those persons who may come in contact with, or work in close proximity to, minors in the course of performing work on a Project. Contractors may refuse to employ any person who declines to comply with District's background check requirements or who is otherwise determined to be disqualified from participating in Project Work because of a disqualifying conviction. Similarly, District may ban or order the immediate removal of any person disqualified from working in the presence of**,** or in close proximity to**,** minors.

8.7. The Union shall not knowingly refer an employee currently employed by a Contractor on Project Work to any other Contractor.

8.8. Subject to the limitation of applicable law, the parties to this Agreement support the development of increased numbers of skilled construction workers from among Oxnard Residents, to meet the needs of the Project and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures of the Unions, of qualified District Graduates or Oxnard Residents, as journeymen and apprentices on the Project and entrance into such apprenticeship and training programs as may be operated by the Signatory Unions consistent with the applicable Apprenticeship Program's State approved Standards.

ARTICLE 9.
BENEFITS

9.1. All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractor/Employer(s) at the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. Contractor/Employer(s) who are signatory to the Master Labor Agreements with the Signatory Unions shall pay all wages set forth in those Master Labor Agreements. All Contractor/Employer(s) agree to pay contributions to the established fringe benefit funds for each hour worked on the Project in the amounts designated in the Master Labor Agreements of the appropriate local. The Contractor/Employer(s) shall not be required to pay contributions to any other trust funds or in amounts that are higher than the published prevailing wage determination to satisfy their obligation under this Article except that Contractor/Employer(s) who are signatory to Master Labor Agreements with the respective trades shall continue to pay all trust fund contributions as outlined in such collective bargaining agreements.

9.2. By signing this Agreement, the Contractor/Employer(s) adopt and agree to be bound by the written terms of the legally established trust agreements, as described in Section 9.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Contractor authorizes the Parties to

such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

9.3. Each Contractor/Employer(s) and subcontractor is required to certify to the PLA Coordinator that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the PLA Coordinator, the PLA Coordinator shall work with any Contractor/Employer(s) who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the District or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

ARTICLE 10.
EMPLOYEE GRIEVANCE PROCEDURE

10.1. All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Master Labor Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

ARTICLE 11.
COMPLIANCE

11.1. It shall be the responsibility of the Contractor/Employer(s) and Unions to investigate and monitor compliance with the provisions of the Master Labor Agreement referred to in Article 9. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit trust funds to collect delinquent trust fund contributions from Contractor/Employers on the Project. The District shall monitor and enforce compliance with the prevailing wage requirements of the State and Contractor/Employer(s)' compliance with this Agreement.

ARTICLE 12.
JOINT ADMINISTRATIVE COMMITTEE

12.1. The parties to this Agreement shall establish a six (6) person Joint Administrative Committee. The Joint Administrative Committee shall be comprised of three (3) representatives selected by the District and three (3) representatives selected by the Council. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

12.2. The Joint Administrative Committee shall meet as requested by the parties to this Agreement to review the implementation of this Agreement and the progress of the Project.

12.3. Notice of the date, time and place of meetings, shall be given to the Committee

members at least three (3) days prior to the meeting. The District should be notified of the meetings and invited to send a representative(s) to participate. The PLA Coordinator shall prepare quarterly reports on apprentice utilization and the training and employment of District residents, and a schedule of Project Work and estimated number of craft workers needed.

ARTICLE 13.
GRIEVANCE ARBITRATION PROCEDURE

13.1. The parties to this Agreement understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within ten (10) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in Section 13.1 may be extended by mutual written agreement of the parties.

13.2. Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, and the representative of the involved Contractor/Employer shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days after its referral to Step 1, either involved party may submit it within three (3) business days to the Joint Administrative Subcommittee (consisting of one District and one Union representative of the Joint Administrative Committee), which shall meet within five (5) business days after such referral (or such longer time as is mutually agreed upon by all representatives on the Joint Administrative Committee), to confer in an attempt to resolve the grievance. If the dispute is not resolved within such time five (5) business days after its referral or such longer time as mutually agreed upon, it may, be referred within five (5) business days by either party to Step 3.

Step 3: Within five (5) business days after referral of a dispute to Step 3, the parties shall choose a mutually agreed upon arbitrator for final and binding arbitration. If the parties cannot mutually agree on the selection of an arbitrator, an arbitrator shall be selected from a list of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service by each party striking names. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall

decide whether they wish to strike first or second. Such striking shall take place within three (3) days. If a party does not respond within three (3) days, this means any Arbitrator remaining on the list is acceptable. The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the Arbitrator. The time limits specified in any step of the grievance procedure set forth in Section 13.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the grievance procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes. In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this grievance procedure, the parties agree that such settlements shall not be precedent setting.

ARTICLE 14.
JURISDICTIONAL DISPUTES

14.1. The assignment of work covered by this Agreement will be solely the responsibility of the Contractor/Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

14.2. All jurisdictional disputes on the Project between or among the Building and Construction Trades Unions and the Contractor/Employers, and/or parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department, or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Union parties to this Agreement.

14.3. If a dispute arising under this Article involves the Western States Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the applicable Building and Construction Trades Council within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

14.4. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor/Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this Section shall be subject to immediate discharge.

ARTICLE 15.
MANAGEMENT RIGHTS

15.1. The Contractor/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees except that lawful manning provisions in the Master Labor Agreement shall be recognized.

15.2. The District and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is ready, willing and able to execute and comply with this Project Labor Agreement should such Contractor be awarded work covered by this Agreement.

ARTICLE 16.
SAVINGS CLAUSE

16.1. It is not the intention of the District, the PLA Coordinator, Contractor/Employer(s) or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

16.2. The Parties recognize the right of the District to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which

could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the District, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force on covered Project Work to the maximum extent legally possible.

ARTICLE 17.
TERM

17.1. The Agreement shall be included as a condition of the award of all Construction Services Agreements for the Project.

17.2. This Agreement shall be effective from the date signed by all parties and shall remain in effect until Project completion, as defined and described within Public Contracts Code section 7107(c) or, upon filing of a notice of completion of the Project.

ARTICLE 18.
LOCAL OXNARD HIRE REQUIREMENTS

18.1. In recognition of the District's mission to serve the residents in and around the geographic area serviced by the District, as well as students which have graduated from the District, the parties hereby establish the goal that 25% of all work hours performed for the labor and craft positions (journeyman and apprentices) on the Project, shall be from qualified Oxnard Residents and/or Ventura County Residents. In the attainment of this goal, the Unions and Contractors will first exert their best efforts, to the extent allowed by law, to refer and/or recruit sufficient numbers of skilled craft Oxnard Residents to fulfill the requirements of the Employers performing Project Work. If the 25% goal is not attained utilizing Oxnard Residents, the outreach shall expand to qualified Ventura County Residents. If the 25% goal is still not attained utilizing these Residents, the outreach shall expand to other qualified employees who are registered on the appropriate Unions hiring hall list. In recognition of the District's mission to expand opportunities for veterans and to increase opportunities for woman and people from diverse backgrounds to enter the trades, the District will include in the 25% goal, Veterans, regardless of where they reside, and individuals who have successfully completed a Building Trades multi-craft core curriculum (MC3) pre-apprenticeship program, regardless of where they reside.

18.2. Ventura County residents include those residents residing in the cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, Santa Paula, Simi Valley, Thousand Oaks, Ventura and any unincorporated areas of Ventura County, as reflected on the list of U.S. Postal Service zip codes attached hereto as Appendix B.

18.3. A goal of 25% of all of the labor and craft positions shall be from workers residing within the areas described in 18.1 above. To facilitate the dispatch of these Residents, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union

referral list for the Project, a sample of which is attached as Appendix C. When Oxnard Residents and Ventura county Residents, as described in 18.1 above, are requested by the Employers, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures.

18.4. Should any of the Contractor/Employers performing work on the Project fail to meet this 25% goal and fail to demonstrate "good faith" efforts to do so, through the submittal process to be included in their contractual requirements, the contract's retention will be held until such time that this failure is remedied. Acceptable remedies to correct continued failure may include, but not be limited to, the following remedies, as determined by the Joint Administrative Committee (as established in Article 12):

18.4.1. Classification as a non-qualified bidder on future District projects;

18.4.2. Commitment, with documentation, to employ District Graduates, Oxnard Residents or Ventura County residents on non-District projects for a determined number of work hours; and

18.4.3. Employing District Graduates and/or Oxnard Residents as new apprentices and continuing their employment for 12 months.

18.5. A Contractor/Employer(s) who has employed a District Graduate for up to six months preceding the start of the Project for a minimum of at least 100 hours per month and has the ability to perform safely the basic functions of the applicable trade may receive credit for 50% of these hours towards the 25% goal. A Contractor/Employer may also receive credit for 50% of the documented hours performed by District Graduates or Oxnard Residents on the Contractor/Employer's non-District projects, when such hours are concurrent with the Contractor/Employer's work on the Project.

18.6. The maximum total combined credit that can be applied for in Section 18.4 is half of the 25%.

18.7. Should any Contractor/Employer performing work on the Project exceed the 25% local hire goal as set forth in this Agreement, they shall be acknowledged at the appropriate public, televised District Board of Trustee meeting for their efforts at the completion of their contract scope.

ARTICLE 19.
APPRENTICES

19.1. The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the District, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage,

and assist local residents to commence and progress in Bona Fide Joint Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The District, the PLA Coordinator, other District consultants, and the Council, will work cooperatively to identify effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal apprenticeship programs maintained by the signatory Unions.

19.2. Apprentices used on Projects under this Agreement shall be registered in a Bona Fide Joint Labor/Management Apprenticeship Program approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower maximum percentage.

19.3. The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determinations.

19.4. There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

19.5. All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship], Section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeship occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Construction Manager and the Council.

19.6. Any Party alleging a violation of this Section may file a grievance under Article 13, Grievance Procedure, commencing with Step 1 of the procedure, notwithstanding any limitations included therein.

ARTICLE 20.
HELMETS TO HARDHATS REQUIREMENTS

20.1. The Contractor/Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractor/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as

identified by the parties. For purposes of this Agreement, the term "Eligible Veteran" shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified District resident to provide the Unions with proof of his/her status as an Eligible Veteran.

20.2. The Unions and Contractor/Employers agree to coordinate with the Center, which will create and maintain an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE 21.
MISCELLANEOUS PROVISIONS

21.1. Integration. This Agreement is intended by the parties to this Agreement as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

21.2. No Representations or Warranties. Each of the parties to this Agreement acknowledge that no one has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this Agreement, and that this Agreement is not executed in reliance upon any such promise, representation or warranty.

21.3. Expiration of Master Labor Agreements. If the Master Labor Agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 4.1 of this agreement. Terms and conditions of employment established and set at the time of bid shall remain established and set. Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract. Contractor/Employer(s) who are signatory to Master Labor Agreements, with their respective trades, shall pay all wages and benefits set forth in the new Master Labor Agreement.

21.4. Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the District or PLA Coordinator and/or any Contractor.

21.5. The Parties to this Agreement adopt the Tri-Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as **Appendix D,** and which shall be the policy and procedure utilized under this Agreement.

21.6. Amendments. The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto.

21.7. Interpretation. Each of the parties to this Agreement acknowledge and agree that this Agreement is an accord and satisfaction to be construed as whole according to its fair meaning and not in favor of nor against any of the parties to this Agreement as draftsman or otherwise.

21.8. Forum. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Ventura in accordance with the procedures set forth in this Agreement.

21.9. Choice of Law. This Agreement shall be governed by and interpreted under the laws of the State of California and the Federal laws of the United States of America as applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California.

21.10. No Attorneys Fees. No party to this Agreement shall be entitled to recover an award of attorney's fees or costs with respect to any action or proceeding seeking relief under this Agreement.

21.11. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Facsimile signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

21.12. Waiver. A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

21.13. Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

21.14. Any notices required under this Agreement shall be given as follows:

To the District:
Oxnard School District
c/o Dr. Ana DeGenna, Superintendent
1051 South A Street

Oxnard, CA 93030

And

To the District:
Oxnard School District c/o Kristen Pifko, Assistant Superintendent of Business Services
1051 South A Street
Oxnard, CA 93030

And

To the Council:
Joshua Medrano, Executive Secretary Treasurer
Tri-Counties Building and Construction Trades Council
1534 Eastman Ave., Suite B, Ventura, CA 93003
Phone: (805) 500-3996

Any party shall notify the other in writing of any change in the person or address for the purpose of service of notices.

21.15. Ratification by the Board of Trustees. This Agreement shall not by binding on the District until the Board of Trustees, at a publicly noticed Board of Trustees meeting, ratifies it.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of _____, 2025.

Oxnard School District:

By:_____ Date:_____
Dr. Ana DeGenna, Superintendent

Tri-Counties Building & Construction Trades Council:

By:_____ Date: 11/01/2025
Joshua Medrano, Executive Secretary Treasurer

By:_____ Date:_____
[Name, Title]

Docusign Envelope ID: 0EA095DE-22C5-4B3F-875E-3E4FD5832854

UNION SIGNATORIES:

Asbestos Heat & Frost Insulators (Local 5)	DocuSigned by: Mike Patterson 6C3223100AE94D4...
Boilermakers (Local 92)	Signed by: Nick Garcia D47654A7B88433...
Bricklayers & Allied Craftworkers (Local 4)	Signed by: Scott Eggers A3C5F09045F740D...
Cement Masons (Local 600)	Signed by: Ricardo Gonzalez E1D5C141CED1407...
Electricians (Local 952)	DocuSigned by: Jeff Bode 4A7BA8E2E07540C...
Elevator Constructors (Local 18)	Signed by: Chris Doherty D669B890E7C64C5...
Iron Workers (Reinforced – Local 416)	DocuSigned by: Frankie Jimenez 5E6E642A5F94466...
Iron Workers (Structural – Local 433)	
Southern California District Council of Laborers	DocuSigned by: Jon Preciado 95151D075BAB44A...
LiUNA (Local 220)	Signed by: Anthony Mireles D6E0B7C5E7B0A43D...
LiUNA (Local 300)	SERGIO RASCON 9D9520D1C3F9449...
LiUNA (Local 345)	Signed by: Jaime Palos 237F0D67A3B5408...
LiUNA (Local 1184)	DocuSigned by: B569A3D2C62940C...
LiUNA (Plaster Tenders Local 1414)	
Operating Engineers (Local 12)	
Operating Engineers (Local 12)	
Operating Engineers (Local 12)	
Painters & Allied Trades DC 36	Signed by: Mario Santoyo FF9DD238853C419...
Pipe Trades (Local 484)	Signed by: Shane Boston 18AE09AD36DF407...
Pipe Trades (Local 345)	Signed by: Richardo Perez Moya 8C144FFD6F5F484...
Pipe Trades (Sprinkler Fitters Local 669)	
Plasterers (Local 200)	Signed by: Steve Bond 71CF70E7EA56464...
Roofers & Waterproofers (Local 36)	DocuSigned by: Cliff Smith E6074B80D99147F...
Sheet Metal Workers (Local 104)	
Teamsters (Local 186)	DocuSigned by: B27B8164DBBE4CD...
Western States Regional Council of Carpenters	

UNION SIGNATORIES:

Asbestos Heat & Frost Insulators (Local 5) _____

Boilermakers (Local 92) _____

Bricklayers & Allied Craftworkers (Local 4) _____

Cement Masons (Local 600) _____

Electricians (Local 952) _____

Elevator Constructors (Local 18) _____

Iron Workers (Reinforced – Local 416) _____

Iron Workers (Structural – Local 433) _____

Southern California District Council of Laborers _____

LiUNA (Local 585) _____

LiUNA (Local 300) _____

LiUNA (Local 345) _____

LiUNA (Local 1184) _____

LiUNA (Plaster Tenders Local 1414) _____

Operating Engineers (Local 12) _____

Operating Engineers (Local 12) _____

Operating Engineers (Local 12) _____

Painters & Allied Trades DC 36 _____

Pipe Trades (Local 484) _____

Pipe Trades (Local 345) _____

Pipe Trades (Sprinkler Fitters Local 709) _____

Plasterers (Local 200) _____

Roofers & Waterproofers (Local 36) _____

Sheet Metal Workers (Local 104) _____

Teamsters (Local 186) _____

Western States Regional Council of Carpenters _____

UNION SIGNATORIES:

Asbestos Heat & Frost Insulators (Local 5)	
Boilermakers (Local 92)	
Bricklayers & Allied Craftworkers (Local 4)	
Cement Masons (Local 600)	
Electricians (Local 952)	
Elevator Constructors (Local 18)	
Iron Workers (Reinforced – Local 416)	
Iron Workers (Structural – Local 433)	
Southern California District Council of Laborers	
LiUNA (Local 585)	
LiUNA (Local 300)	
LiUNA (Local 345)	
LiUNA (Local 1184)	
LiUNA (Plaster Tenders Local 1414)	Jose Sanchez
Operating Engineers (Local 12)	
Operating Engineers (Local 12)	
Operating Engineers (Local 12)	
Painters & Allied Trades DC 36	
Pipe Trades (Local 484)	
Pipe Trades (Local 345)	
Pipe Trades (Sprinkler Fitters Local 709)	
Plasterers (Local 200)	
Roofers & Waterproofers (Local 36)	
Sheet Metal Workers (Local 104)	
Teamsters (Local 186)	
Western States Regional Council of Carpenters	

UNION SIGNATORIES:

Asbestos Heat & Frost Insulators (Local 5) _____

Boilermakers (Local 92) _____

Bricklayers & Allied Craftworkers (Local 4) _____

Cement Masons (Local 600) _____

Electricians (Local 952) _____

Elevator Constructors (Local 18) _____

Iron Workers (Reinforced – Local 416) _____

Iron Workers (Structural – Local 433) _____

Southern California District Council of Laborers _____

LiUNA (Local 220) _____

LiUNA (Local 300) _____

LiUNA (Local 345) _____

LiUNA (Local 1184) _____

LiUNA (Plaster Tenders Local 1414) _____

Operating Engineers (Local 12) _____

Operating Engineers (Local 12) Ken Hunt

Operating Engineers (Local 12) _____

Painters & Allied Trades DC 36 _____

Pipe Trades (Local 484) _____

Pipe Trades (Local 345) _____

Pipe Trades (Sprinkler Fitters Local 669) _____

Plasterers (Local 200) _____

Roofers & Waterproofers (Local 36) _____

Sheet Metal Workers (Local 104) _____

Teamsters (Local 186) _____

Western States Regional Council of Carpenters _____

UNION SIGNATORIES:

Asbestos Heat & Frost Insulators (Local 5)	
Boilermakers (Local 92)	
Bricklayers & Allied Craftworkers (Local 4)	
Cement Masons (Local 600)	
Electricians (Local 952)	
Elevator Constructors (Local 18)	
Iron Workers (Reinforced – Local 416)	
Iron Workers (Structural – Local 433)	
Southern California District Council of Laborers	
LiUNA (Local 585)	
LiUNA (Local 300)	
LiUNA (Local 345)	
LiUNA (Local 1184)	
LiUNA (Plaster Tenders Local 1414)	
Operating Engineers (Local 12)	
Operating Engineers (Local 12)	
Operating Engineers (Local 12)	
Painters & Allied Trades DC 36	
Pipe Trades (Local 484)	
Pipe Trades (Local 345)	
Pipe Trades (Sprinkler Fitters Local 709)	
Plasterers (Local 200)	
Roofers & Waterproofers (Local 36)	
Sheet Metal Workers (Local 104)	**Rick Werner**
Teamsters (Local 186)	
Western States Regional Council of Carpenters	

UNION SIGNATORIES:

Asbestos Heat & Frost Insulators (Local 5)	_____
Boilermakers (Local 92)	_____
Bricklayers & Allied Craftworkers (Local 4)	_____
Cement Masons (Local 600)	_____
Electricians (Local 952)	_____
Elevator Constructors (Local 18)	_____
Iron Workers (Reinforced – Local 416)	_____
Iron Workers (Structural – Local 433)	_____
Southern California District Council of Laborers	_____
LiUNA (Local 220)	_____
LiUNA (Local 300)	_____
LiUNA (Local 345)	_____
LiUNA (Local 1184)	_____
LiUNA (Plaster Tenders Local 1414)	_____
Operating Engineers (Local 12)	_____
Operating Engineers (Local 12)	_____
Operating Engineers (Local 12)	_____
Painters & Allied Trades DC 36	_____
Pipe Trades (Local 484)	_____
Pipe Trades (Local 345)	_____
Pipe Trades (Sprinkler Fitters Local 669)	_____
Plasterers (Local 200)	_____
Roofers & Waterproofers (Local 36)	_____
Sheet Metal Workers (Local 104)	_____
Teamsters (Local 186)	_____
Western States Regional Council of Carpenters	Michael McGannon

UNION SIGNATORIES:

By:_____
ASBESTOS WORKERS LOCAL #5
COUNCIL OF CARPENTERS

By:_____
WESTERN STATES REGIONAL

By:_____
BOILERMAKERS LOCAL #92

By:_____
CEMENT MASONS LOCAL #600

By:_____
BRICKLAYERS & ALLIED
CRAFTS LOCAL # 4

By:_____
ELEVATOR WORKERS LOCAL #18

By:_____
GLAZIERS & GLASSWORKERS
LOCAL #636

By:_____
PAINTERS DISTRICT COUNCIL #36

By:_____
IBEW LOCAL #952

By:_____
ROOFERS LOCAL #36

By:_____
IRON WORKERS LOCAL #416

By:_____
SHEET METAL LOCAL #273

By:_____
IRON WORKERS LOCAL #433

By:_____
FLOORLAYERS #1247

By: Anthony Mireles
LABORERS LOCAL #585
10/13/25

By:_____
TILE, MARBLE AND TERRAZZO
LOCAL # 18

By:_____
PLASTERERS LOCAL #200

By:_____
UNITED ASSOCIATION LOCAL #484

By:_____
OPERATING ENGINEERS LOCAL 12

By:_____
UNITED ASSOCIATION LOCAL #669

By:_____
OPERATING ENGINEERS LOCAL 12

By:_____
OPERATING ENGINEERS LOCAL 12

APPENDIX A
LETTER OF ASSENT

The undersigned, as a Contractor or Subcontractor ("Employer") performing work for the Oxnard School District's Fremont Middle School Project (hereinafter "Project"), for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement for the Project (hereinafter "Agreement"), a copy of which was received and is acknowledged, hereby:

1. Accepts and agrees to be bound by the terms and conditions of this Agreement and all Appendices, together with any and all amendments and supplements now existing or which are later made to said Agreement.

2. Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said Agreement;

3. Agrees to secure from any Contractor (as defined in said Agreement) which is or becomes a subcontractor (of any tier) to it, and from any successors, a duly executed Letter of Assent in form identical to this document.

4. Has read and understands Article 8 (Referral) of this Agreement and accepts that the Unions are the primary source of all craft labor employed on the Project and that Contractor/Employers shall be bound by and utilize the registration facilities and referral systems of the signatory Unions.

5. Employer agrees that it shall be bound by all applicable trust agreements and plans for the provision of such fringe benefits as accrue to the direct benefit of the employees including, but not limited to, Health and Welfare, Pension, Training, Vacation and/or other direct benefits provided pursuant to the appropriate craft agreement contained in the applicable Master Labor Agreements.

Date_____ Company Name_____

Name of Contractor or Subcontractor _____

Authorized Officer Signature _____ Print Name_____

Title_____ Contractor's License #_____

Project Name_____ Bid # _____

APPENDIX B
OXNARD AND VENTURA COUNTY AREA ZIP CODES

OXNARD RESIDENTS (Tier 1)

93030
93031
93032
93033
93034
93035
93036
93041

VENTURA COUNTY RESIDENTS (Tier 2)

90265	93015
91307	93016
91319	93020
91320	93021
91358	93022
91359	93023
91360	93024
91361	93040
91362	93042
91377	93043
93001	93044
93002	93060
93003	93061
93004	93062
93005	93063
93006	93064
93007	93065
93009	93066
93010	93094
93011	93099
93012	93252

APPENDIX C
OXNARD SCHOOL DISTRICT
CRAFT REQUEST FORM

TO THE CONTRACTOR: Please complete and submit this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After submitting your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print keep copies for your records.

The Oxnard School District Project Labor Agreement establishes a goal that 25% of all of the labor and craft positions shall be from qualified workers: first, from Oxnard Residents, which includes a District Graduate regardless of their current residency; second, residing within Ventura County, including, but not limited to the cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, Santa Paula, Simi Valley, Thousand Oaks, Ventura and any unincorporated areas of Ventura County; third, other qualified employees who are registered on the appropriate Unions' hiring hall list, including Veterans and MC3 Graduates, regardless of residency.

TO THE UNION: Please complete the "Union Use Only" section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ **Email** _____ **Date:** _____

Cc: PLA Coordinator

From: Company: _____ Issued By: _____

Contact Phone: (___) _____ Email:: _____

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident or General Dispatch	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED = _____					

Please have worker(s) report to the following work address indicated below:
Project Name: _____ Site: _____ Address: _____
Report to: _____ On-site Tel: _____ On-site Fax: _____
Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:		
Date worker was dispatched:		
Is the worker referred a:	(check all that apply)	
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Local Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

APPENDIX D

TRI COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL
APPROVED
DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Project Labor Agreement ("PLA").

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the PLA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of this drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f) (1) through 5(f) (3) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or

employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. The testing shall be done by a laboratory approved by the National Institute on Drug Abuse (NIDA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMZT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the National Institute on Drug Abuse. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

d. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by NDA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

e. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the Project.

f. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The employers will be allowed to conduct periodic job site drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

c. Testing shall be conducted by a N.I.D.A. certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.

d. Only two periodic tests may be performed in a twelve month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the PLA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected and the parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall

remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. This Appendix E shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

DRUG ABUSE PREVENTION AND DETECTION
APPENDIX E
CUTOFF LEVELS

SCREENING DRUG	SCREENING METHOD	CONFIRMATION LEVEL **	CONFIRMATION METHOD	LEVEL
Alcohol	EMIT	.02%	CG/MS	.02%
Amphetamines	EMIT	1000 ng/m*	CG/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	CG/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	CG/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	CG/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	CG/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	CG/MS	300 ng/ml
Opiates	EMIT	300 ng/ml*	CG/MS	300 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	CG/MS	25 ng/ml*
THC (Marijuana)	EMIT	100 ng/ml*	CG/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	CG/MS	100 ng/ml

* NTDA specified threshold

** A sample reported positive contains the Indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level.

EMIT - Enzyme Immunoassay
CC/MS - Gas Chromatography/Mass Spectrometry

SIDE LETTER OF AGREEMENT
TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This “quick” screen test shall consist either of the “ICUP” urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two “quick” screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the quick screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the “quick” screen test, or who rejects the quick screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the “quick” screen test.

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** December 17, 2025

Agenda Section: Section D: Action Items

Approval of Amendment No. 001 to Agreement No. 23-158 with Viola Inc. to Provide Lease Leaseback Construction Services for the Fremont Middle School Reconstruction Project (Pifko/Bennett/CFW)

The Fremont Middle School Reconstruction Project consists of a complete reconstruction of the Fremont campus with an entirely new set of facilities, built according to current state code and Oxnard School District (District) specifications. The proposed phased construction of the school will accommodate enrollment of approximately 750 students at the site and include the ability to accommodate increased enrollment in a subsequent phase of construction.

On May 5, 2023, the District released a Request for Proposal and qualifications for Lease Leaseback construction services from the district's pool of prequalified firms for Lease Leaseback services for the Reconstruction of Fremont Middle School. CFW and District Administration reviewed all the RFP responses and conducted interviews with 5 responsive prequalified Lease Leaseback contractors on July 14, 2023, based on qualifications, successfully completed past projects for the District, and preliminary budget numbers the District Board of Trustees took action to approve the Lease Leaseback Construction Services Agreement with Viola Inc on October 18, 2023.

Due to a delay in Division of the State Architect (DSA) plan approval, Viola was requested to begin the Guaranteed Maximum Price (GMP) process in September 2025. A job walk for prospective sub-contractors was held on October 15, 2025. Several Requests for Clarification were issued to the Architect during the process. The preliminary GMP was received by CFW on November 10, 2025. Negotiations on the GMP continued over the next two weeks until the final GMP and Book of Bids were received on November 17, 2025. It is anticipated that final plan approval will occur in December based upon recent comments received from DSA.

Viola Inc. has proposed that the "GMP" for the Project shall be Sixty-Four Million Five Hundred Fifty-Three Thousand Eight Hundred Nineteen Dollars and Zero Cents ($64,553,819.00). The GMP includes Sublease Payments in the amount of $330,735.83 including 5% interest per month for 6 months for a total lease value of One Million Nine Hundred Eighty-Four Thousand Four Hundred Fifteen Dollars and Zero Cents ($1,984,415.00) pursuant to terms and payment schedule as amended and set forth in the Sublease.

The LLB delivery method requires three separate agreements, the Construction Services Agreement, the Site Lease, and a Sublease:

- The Construction Services Agreement sets forth the terms, conditions, and scope of work

indicated in the DSA approved construction and contract documents for the school site. (Construction Services Agreement #23-158)

- The Site Lease Agreement leases the Fremont Middle School (property) to Viola, Inc. and requires that they complete the facilities improvements as indicated in the Construction Services Agreement under the terms of the Lease. (Site Lease Agreement #25-187)
- The Sublease Agreement subleases the property from Viola Inc. back to the Oxnard School District for operational use and access to the facilities after completion of construction. The Sublease requires the District to make lease payments to Viola Inc. that constitute the financing provided by the contractor under the LLB model. (Sublease Agreement #25-188)

The Guaranteed Maximum Price (GMP), Site Lease and Sub-Lease will allow the District to proceed with the reconstruction of Fremont Middle School.

FISCAL IMPACT:
$64,553,819.00 – Measure I Bond Funds

RECOMMENDATION:
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 the Guaranteed Maximum Price (GMP) according to Amendment #1 to Construction Services Agreement #23-158, approve Site Lease Agreement #25-187, and Sub Lease Agreement #25-188 with Viola Inc.

ADDITIONAL MATERIALS:

Attached: Amendment #1 (3 Pages)
Proposal (12 Pages)
Site Lease (9 Pages)
Book of Bids (487 Pages)
Sub Lease (12 Pages)
Agreement #23-158, Viola Inc. (25 Pages)

Amendment No. 001 to Construction Services Agreement No. 23-158

The Construction Services Agreement No. 23-158 ("Agreement") entered into on October 18, 2023, 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. 23-158 ("Amendment") that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the Fremont Middle School Reconstruction Project for the District's Master Construct and Implementation Program;

WHEREAS, the District operates Fremont Middle School located at 1130 N M St, Oxnard, CA 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to reconstruct 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 Fremont Middle School Reconstruction 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 **Sixty Four Million Five Hundred Fifty Three Thousand Eight Hundred Nineteen Dollars and Zero Cents ($64,553,819.00)**. The GMP consists of Sublease Payments in the amount of **$330,735.83** per month for **6** months for a total lease value of **One Million Nine Hundred Eighty-Four Thousand Four Hundred Fifteen Dollars and Zero Cents ($1,984,415.00)** 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. 23-158 entered into and executed by the Parties on October 18, 2023, 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, Director, Purchasing Date:

VIOLA CONSTRUCTORS:

By: _____ _____

Michael Viola, President Date:

EXHIBIT A

Scope of Work (Plans & Specifications)

Fremont Middle School - 1130 N M St, Oxnard, CA 93030

Plans and Specifications as prepared by SVA Architects. DSA Application Number 03-124778. DSA file number 56-22

Caldwell Flores Winters, Inc.
School District: Oxnard School District
Project: Fremont Middle School Reconstruction
GMP | DSA Resubmittal V3 10/1/2025, Addendum 1

VIOLA 1946 INC CONSTRUCTORS CSL 193390 75 Years of Success

CSI	Description	Total
1	General Conditions & Requirements	$ 4,179,241
1	Survey	$ 236,900
1	Final Cleaning	$ 189,760
2	Demolition	$ 850,000
3	Concrete - Structural Concrete	$ 3,473,100
4	Masonry	$ 1,340,137
5	Metals	$ 2,656,460
6	Wood, Plastics & Composites	$ 6,682,414
7	Waterproofing	$ 146,410
7	Exterior Wall Finishes	$ 109,443
7	Insulation	$ 286,337
7	Membrane Roofing	$ 664,815
7	Sheet Metal	$ 1,171,792
8	Openings - Doors, Frames, & Hardware	$ 759,555
8	Door Covers, Louvered Canopies, Architectural Halos	$ 190,000
8	Openings - Windows/Glazing	$ 1,198,058
9	Finishes - Metal Framing & Drywall	$ 1,499,281
9	Finishes - Flooring	$ 503,670
9	Finishes - Cement Plaster	$ 2,171,685
9	Finishes - Tile	$ 666,900
9	Finishes - Ceiling Systems	$ 549,947
9	Finishes - Painting	$ 479,254
9	Finishes - Other	$ 446,302
10	Specialties	$ 618,310
11	Kitchen Equipment	$ 768,813
12	Furnishings	$ 152,193
14	Conveying Systems	$ 158,000
21	Fire Suppression	$ 1,134,900
22	Plumbing	$ 2,499,902
23	HVAC	$ 3,890,000
26	Electrical	$ 6,554,000
27	Communications	Included 26
28	Audio/Video	Included 26
28	Security	Included 26
28	Fire Alarm	Included 26
31	Earthwork	$ 2,160,110
32	AC Paving	$ 1,077,647
32	Site Concrete	$ 2,519,042
32	Fencing	$ 906,000
32	Landscaping	$ 1,516,372
33	Utilities	$ 3,264,306
0	Abatement Allowance	$ 1,100,000
0	DSA Corrections Allowance	$ 50,000
0	Offsite Parkway Landscape Allowance	$ 30,000
	Subtotal	**$ 58,851,056**

Caldwell Flores Winters, Inc.
School District: Oxnard School District
Project: Fremont Middle School Reconstruction
GMP | DSA Resubmittal V3 10/1/2025, Addendum 1

Mark-ups	Construction Contingency		$	500,000
	Subcontractor Bond (allowance)	0.50%	$	296,755
	Contractor Fee	5.00%	$	2,982,391
	Builder's Risk Insurance	1.15%	$	720,247
	Liability & Pollution Insurance	1.19%	$	753,870
	Performance & Payment Bonds	0.67%	$	429,499
			$	**64,533,819**

Exclusions

- Foil-faced batt insulation.
- Permit and Inspection fees.
- Permanent Utility connection fees.
- Soccer field striping and goal posts.
- Purchase of FF&E items. (Install of OFCI included).
- Underground telecom at Alley street. Service tie-in shall be overhead.

CSI	Description	#	Amount	Recommended Subcontractor
010000	General Conditions	1	4,179,241	Viola
017123	Erosion Control	2	263,700	M&T Concrete
017123	Survey	3	236,900	Benner & Carpenter
017423	Final Cleaning	4	189,760	Final Cleaning Solutions
021000	Asbestos & Lead Abatement	5	0	Allowance
024120	Demolition	6	850,000	Standard Demolition
033000	Cast In Place Concrete (Bldg) w/ rebar	7	3,349,600	DJS General Contracting
033400	Light Weight Concrete	8	103,500	DJS General Contracting
033053	Misc. Concrete (Marquee Ftg)	9	20,000	M&T Concrete
042000	Masonry	10	1,337,137	Skidmore
051000	Structural Steel	11	2,656,460	Orange County Erectors
055000	Metal Fabrication	12	incl steel	Orange County Erectors
061000	Rough Carpentry	13	6,060,864	Abdellatif Enterprises
061053	Misc. Carpentry	14	469,600	M&T Concrete
064000	Architectural Woodwork	15	151,950	Stolo Cabinets
071000	Waterproofing	16	89,810	Best Contracting
072100	Building Insulation	17	160,497	Spring Valley Insulation
074640	Siding	18	109,443	Abdellatif Enterprises
075310	Membrane/Built-up Roofing	19	664,815	Best Contracting Services
076000	Sheet Metal	20	1,171,792	Letner Roofing
076100	Metal Roofing & Sidings	21	incl SM	Letner Roofing
079000	Joint Sealants & Firestopping	22	125,840	M&T Concrete
081000	Doors, Frames & Hardware	23	733,905	Design Hardware
084100	Storefront, Glass & Glazing	24	1,198,058	SB Glass
092100	Metal Stud Framing & Drywall	25	1,499,281	Premier Drywall
092400	Lath & Plaster	26	2,171,685	Tarlton and Sons
093000	Ceramic Tile	27	666,900	J Colavin & Son
095100	Acoustical Ceilings	28	549,947	Elljay Acoustics
096500	Flooring (Carpet & Resilient)	29	503,670	Capitol Carpet Floor Covering
097200	Wall Coverings (Acoustic)	30	incl	Elljay Acoustics
099000	Painting & Coating	31	473,389	Valdez Painting
101100	Visual Display Cases	32	446,302	Tech-Wall
101400	Signage	33	96,500	A Good Sign and Graphic
102120	Toilet Partitions & Accessories	34	149,700	Pro West Wall Products
104400	Fire Extinguishers and Cabinets	35	53,940	M&T Concrete
107500	Flag Pole	36	9,915	Interstate Pole Industries
116623	Kitchen Equipment	37	768,813	Premier Culinary Solutions
114001	Gymnasium Equipment	38	151,840	Herk Edwards
105100	Lockers	39	70,015	BROC
116800	Playground Equipment	40	72,000	M&T Concrete
126600	Window Coverings	41	43,268	Contract Décor
126600	Bleachers	42	108,925	Herk Edwards
142000	Elevators	43	158,000	Otis Elevator Company
210000	Fire Sprinkler System	44	1,134,900	Apex Fire Protection
220000	Plumbing	45	2,499,902	Emcor Services
230000	HVAC	46	3,890,000	AP Construction Group
260000	Electrical, Low Volt, Fire Alarm	47	6,554,000	Scott & Sons Electric
310000	Earthwork	48	1,528,410	Damar Construction
321216	A/C Paving	49	1,077,647	Toro Enterprises

CSI	Description	#	Amount	Recommended Subcontractor
321313	Site Concrete (Walks, Curbs, Gutters)	50	2,506,498	Toro Enterprises
323100	Fences & Gates	51	900,000	Golden Bay Fence
328000	Landscape & Irrigation	52	1,516,372	Marina Landscape
330000	Underground Utilities	53	3,264,306	Toro Enterprises
	Coring Alley Wall for Fence	54	6,000	
	Coring Alley Wall for Weep	55	3,000	
	Waterproof Site Masonry Wall	56	56,600	
	Stair Nosings	57	14,400	
	Metal Louvers	58	190,000	
	Access Doors	59	25,650	
	Export Trench Spoils	60	350,000	
	Rip Rap	61	18,000	
	Pavement Marking & Bumpers	62	12,544	
	Concrete Sealers	63	5,865	
	Allowances			
	Abatement		1,100,000	
	DSA Corrections		50,000	
	Offsite Parkway Landscape		30,000	
	SUBTOTAL		58,851,056	
	Contingency		500,000	
0.50%	Subcontractor Bond		296,755	
5.00%	*OVERHEAD & PROFIT*		2,982,391	
1.15%	*Builders Risk*		720,247	
1.19%	*Liability & Pollution*		753,870	
0.67%	*Bond*		429,499	
	GMP Total:	$	64,533,819	

26-23: Fremont Middle School Reconstruction

Prepared by Viola Inc. - Ventura, CA 93003, United States of America

Project Lead: Viola Estimating (estimating@violainc.com)

Project Location: 1130 North M Street, Oxnard, CA 93030, United States of America

Proposal Summary

BID PACKAGES	Recommended Best Value Company	Total Cost	2nd Apparent Low Company	Total Cost	3rd Apparent Low Company	Total Cost
017423: Final Cleaning	Final Cleaning Solutions, Inc.	$189,760				
Rough clean x 2	Included					
2 full exterior clean	Included					
Doors/windows	Included					
10' perimeter clean	Included					
024120: Demolition	Standard Demolition	$850,000	Integraded Demoltion	$1,530,800	Interior Demolition	$2,537,232
Building demo seq 1	Included		Included		Included	
Landscape demo seq 1	Included		Included		Included	
Landscape demo seq 2	Included		Included		Included	
MEP demo seq 1	Included		Included		Included	
MEP demo seq 2	Included		Included		Included	
Site demo seq 1	Included		Included		Included	
Site demo seq 2	Included		Included		Included	
033000: Concrete	DJS Concrete	$3,349,600				
Structural concrete and rebar bldgs 1, 2, 3	Included					
HardRock & lightweight 2nd level wood floors	Included					
Solar canopies foundations	Included					
SOGs	Included					
Trash enclosure	Included					
Site wall footings	Included					
Light pole bases	Included					
Site demo seq 2	Included					
Site wall footings	Included					
Light pole bases	Included					
Marquee footing	Not Included	$20,000				
042000: Masonry	Skidmore	$1,340,137				
MPR CMU 12"	Included					
24" CMU pilasters	Included					
Rebar and grout	Included					
Scaffolding	Included					
Temp shoring	Included					
Trash Enlosure 8" CMU	Included					
Alley site wall 8" CMU	Included					
Alley site wall weep hole coring	Not Included	$3,000				
0512000: Strucral Steel & Metal Fabrications	Orange County Erectors	$2,656,460	Junior Steel	$2,578,100		
Column, moment frames, beams	Included		Included			
Elevator steel	Included		Included			
Shade canopies, roof awnings HSS frames	Included		Included			
Lunch shelter HSS framing	Included		Included			
Metal decking	Included		Included	$42,240		
Trusses	Included		Included			
Steel fence	Included		Included			

Steel guardrails, stairs, security gate/doors	Included	Included	
Trash enclosure framing, gates	Included	Included	
Solar canopy HSS frames	Included	Not Included **$300,000**	
Roof awnings	Included	Included	
Roof ladders, parapet braces	Included	Included	
FOB embeds, plates, saddles, ABs	Included	Included	
061000: Rough Carpentry	Abdellatif Enterprises **$6,060,864**	W S Klem **$5,969,600**	Core Contracting Inc. **$6,525,570**
Rough frame, lumber, hardware	Included	Included	Included
Sloped plywood crickets	Included	Included	Included
Blocking	Included	Not Included	Included
RedBuilt trusses	Included	Included	Included
On-site AB and HD layout	Included	Included	Included
Straightlining before shear	Included	Included	Included
Simpson Hold downs	Included	Included	Included
074640: Siding (Not standalone from Rough Carp)	Abdellatif Enterprises **$109,443**	W S Klem **$196,000**	
Hardi Plank Artisian	Included	Included	
Tyvek weather barrier	Included	Not Included	
Trim, metal corner profiles	Included	Not Included	
Drip edge, caulk	Included	Not Included	
061053: Misc Carpentry	M&T Concrete **$469,600**		
Layout of FOB hardware embeds	Included		
FRP wall panels	Included		
Blocking for OFCI items	Included		
Install site gate hardware	Included		
Security gate Door F hardware install	Included		
Architectural caulkding	Included		
Firestopping for other trades	Included		
Installation of access panels/doors	Included		
Drilling/coring for other trades	Included		
Installatio of vision lites	Included		
Rain event SWWP	Included		
Drypack, base plate grouting	Included		
Installation of FOB stell millwork frames/brackets	Included		
064100: Architectural Woodwork	Stolo Cabinets, Inc. **$151,950**		
PLam countertops	Included		
PLam cabinets	Included		
4" wire pulls	Included		
Installation	Included		
071000: Waterproofing	Best Contracting Services, Inc. **$89,810**	Letner Roofing Co. **$110,000**	
Elevator pit sheet	Included	Included	
Elevator pit interior cementious	Included	Included	
2nd floor corridor under topping slab	Included	Included	
Site wall waterproofing	Not Included **$56,600**	Not Included **$56,600**	
072100: Building Insulation	Spring Valley Insulation Contractors **$160,497**		
R30 unfaced batts at roof framing	Included		
R19 unfaced batts at exterior walls	Included		
R19 & R11 unfaced batts at interior walls	Included		
R19 between floor/ceiling 1-2	Included		
1" fiberglass roll under Tectum ceiling	Included		
075310: Membrane Roofing	Best Contracting Services, Inc. **$1,379,315**	Letner Roofing Co. **$1,385,000**	
60mil TremPly TPA	Included	Included	
Base flashings, curbs, roof to wall	Included	Included	
1/2" DensDeck	Included	Included	

1642

Roof vents	Included	Included	
Walk pads	Included	Included	
Clad metal	Included	Included	
Deduct for Carlisle 60mil PVC	Included -$714,500	Included -$677,000	
076000: Sheet Metal	Letner Roofing Co. $1,171,792	GBT $1,385,000	Craig Roofing, Inc. $1,822,447
Standing seam metal roof	Included	Included	Included
Formed metal wall panels	Included	Included	Included
Flashings & sheetmetal	Included	Included	Included
Roof hatches	Included	Included	Included
Coping, parapet, sill, heads, reglet, counterflash	Included	Included	Included
Gutters & Downspouts	Included	Included	Included
076100: Metal Roofing	Letner Roofing Co. $0	Best Contracting Services, Inc. $1,748,048	
Standing seam metal roof	Included in 076000	Included	
Formed metal wall panels	Included in 076000	Included	
079000: Joint Sealants	M&T Concrete $125,840		
Install backer rods	Included		
Fire caulking	Included		
Putty pads	Included		
Expansion joint sealing	Included		
Door frame caulking	Included		
084100: Storefronts	Santa Barbara Glass $1,198,058		
Entrances and storefronts	Included		
Aluminum Windows	Included		
Interior windows	Included		
Vision lites	Included		
Fixed glazing	Included		
087100: Doors, Frames & Hardware	Design Hardware $733,905	Flylock Security Solutions of Los Angeles $1,596,881	
Hollow metal doors and frames	Included		
Wood doors	Included		
Sound control door assemblies	Included		
Scheduled hardware, security gate hardware	Included		
Installation	Included		
092100: Drywall & Metal Framing	Premier Drywall $1,499,281	Best Interiors, Inc. $1,793,153	Tarlton and Son, Inc. $2,507,505
Light gauge metal framing	Included	Included	Included
Type X gyp, 1 and 2 layers	Included	Included	Included
Ballistic level panels	Included	Included	Included
Glass mat backerboard at tile	Included	Included	Included
Specified leve 1 and 4 finish	Included	Included	Included
092400: Lath & Plaster	Tarlton and Son, Inc. $2,171,685	Best Interiors, Inc. $2,188,977	
Exterior plaster	Included	Included	
Scaffolding	Included	Included	
PLA install labor	Included	Included	
Spec Book material/manufacturer	Included	Included	
Lath & underlayments	Included	Included	
J-mold and foam trim	Included	Included	
Control joints and expansion metals	Included	Included	
093000: Ceramic Tile	J. Colavin & Son $666,900	Certified Tile and Stone Inc. dba Certified T $744,063	
Ceramic Dal & quarry tile materials	Included	Included	
PLA install labor	Included	Included	
Spec Book material/manufacturer	Included	Included	
Slip sheet, sealer	Included	Included	
Trim and coves	Included	Included	
Floor and wall tile labor	Included	Included	
095100: Acoustical Ceilings	Elljay Acoustics Inc. $549,947	Premier Drywall $585,250	Prime Acoustics $699,000

ACT 1, 2, 3	Included		Included		Included		
PLA install labor	Included		Included		Included		
Spec Book material/manufacturer	Included		Included		Included		
Tectum MPR ceiling & walls	Included		Included		Included		
Acoustic Music Wall	Included		Not Included		Not Included		
Geometric Acoustic Traps	Included		Not Included		Not Included		
096500: Resilient Flooring	Capitol Carpet Floor Covering	**$482,920**	Lawrence W Rosine Co.	**$539,000**			
HVT	Included		Included				
Rubber base	Included		Included				
Gym rubber flooring	Included		Included				
Sports markings	Included		Included				
Control joints and expansion metals	Included		Included				
096810: Carpet	Capitol Carpet Floor Covering	**$20,750**	Lawrence W Rosine Co.	**$36,300**			
Carpet allowance $5.00 SF	Included		Included				
Install	Included		Included				
Rubber base	Included with HVT		Included with HVT				
097220: Acoustic Wall Panels	Ellijay	**$0**	Tyco Walls	**$19,775**			
Acoustic Music Wall	Included in 095100		Included		Not Included		
Geometric Acoustic Traps	Included in 095100		Included		Not Included		
097720: Fabric Wrapped Wall Panels	Nelson Adams NACO	**$0**	Platinum Visual Solutions	***$0***	Tech-Wall of Ventura Inc.	**$0**	
10x4 fabric wrapped panels	*Included in 101400 ($522,538)*		*Included in 101400 ($474,157)*		*Included in 101400 ($446,302)*		
1/2" acoustical core	*Included in 101400 ($522,538)*		*Included in 101400 ($474,157)*		*Included in 101400 ($446,302)*		
Fabric: Gulfor of Maine	*Included in 101400 ($522,538)*		*Included in 101400 ($474,157)*		*Included in 101400 ($446,302)*		
Standard colors	*Included in 101400 ($522,538)*		*Included in 101400 ($474,157)*		*Included in 101400 ($446,302)*		
Union install laobr	*Included in 101400 ($522,538)*		*Included in 101400 ($474,157)*		*Included in 101400 ($446,302)*		
099000: Painting	Valdez Painting, Inc.	**$561,751**	Applied Finishes	**$407,103**	Vanguard Painting, Inc.	**$670,000**	
Exterior plaster and cement board	Included		Included		Included		
Exterior HP coating metals and guardrails	Included		Included		Included	**$41,000**	
Anti-graffitti coating	Included		Included		Included	**$47,500**	
Interior drywall walls/ceilings	Included		Included		Included		
PLA install labor	Included		Included		Included		
Spec Book material/manufacturer	Included		Included		Included		
Paint/stain of doors and frames	Included		Included		Included		
Tube steel fence	Included		Not Included	**$20,687**	Included		
Intumescent Painting	Included		Not Included, cannot install	***	Included	**$602,400**	
Concrete Floor Sealing	Not Included	**$5,865**	Not Included	**$5,865**	Not Included	**$5,865**	
101100: Visual Display Boards	Tech-Wall	**$446,302**	Nelson Adams NACO	**$522,538**	Platinum Visual Solutions	**$474,157**	
Sliding marker boards with bottom/top track closets	Included		Included		Included		
Sliding markerboards over windows	Included		Included		Included		
Wall mounted marker boards	Included		Included		Included		
Flag holder, map hooks, marker ledge	Included		Included		Included		
Porcelain over aluminum skin over backer substrate	Included		Included		Included		
PLA install labor	Included		Included		Included		
Spec Book material/manufacturer	No-DSA approved substituion pending		No-DSA approved substituion pending		No-DSA approved substituion pending		
101400: Signage	A Good Sign and Graphics Co.	**$96,500**	Fastsigns of Camarillo	**$26,073**	Signs of Success, Inc.	**$111,048**	
Room numbers	Included		Included		Included		
Occupanuy, Restrooms	Included		Included		Included		
Elevator directional	Included		Included		Included		
Path of travel	Included		Included		Included		
Stairs up/down	Included		Included		Included		
School Sign	Included		Not Included		Included		
PLA install laobr	Included with HVT		Not Included		Included		

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102120: Toilet Partitions & Bathroom Accessories	Pro West Wall Products Inc.	**$149,700**	YTI Enterprises, Inc.	**$244,000**	Stumbaugh & Associates, Inc.	**$250,016**
Toilet compartments	Included		Included		Included	
Urinal screens	Included		Included		Included	
Shower stall rods and curtain	Included		Included		Included	
Grab bars, mirrors,	Included		Included		Included	
Seat covers, soap, TP dispensers	Included		Included		Included	
PLA install labor	Included		Included		Included	
Hand dryers FOB	Included		Included		Included	
104400: Fire Extinguishers & Cabinets	M&T Concrete	**$53,940**				
Surface cabinets	Included					
Recessed/Semi-recessed cabinets	Included					
Blocking	Included					
PLA Install	Included					
Install tags, stickers, locks, signs	Included					
105100: Lockers	Bleacher Restorators of Colorado, LLC (BROC, CA	**$70,015**	Elite Storage Products, LLC	**$47,000**	Pro-West	**$98,000**
Lockers PE Boys, PE Girls	Included		Included		Included	
ADA lockers, fillers, number plates	Included		Included		Included	
PLA install labor	Included		Included		Included	
Spec Book material/manufacturer	Included		*Unapproved Substituion- Not Specified Product*		Included	
107500: Flagpoles	Interstate Pole Industries	**$9,915**				
Excavation, footing, template	Included					
Flag pole	Included					
PLA install labor	Included					
Rigging, ropes, flag	Included					
114000: Kitchen Equipment	Premier Culinary Solutions, Inc. (HCG)	**$768,813**	Kitcor Corporation	**$868,800**	Kamran and Company LLC	**$929,447**
Spec appliances	Included		Included		Included	
ANSUL & fire system	Included		Included		Included	
Kitchen wall fixtures, accessoreis, shelves, guards	Included		Included		Included	
Staff lockers	Included		Included		Included	
Serving counters and pass-thru window	Included		Included		Included	
PLA install labor	Included		Included		Included	
Spec Book material/manufacturer	Included		Included		Included	
116623: Gymnasium Equipment	Herk Edwards Inc.	**$151,840**				
Crash pads & corners	Included					
Nevco Scoreboard	Included					
Shot-clocks and controller	Included					
Volleyball net, basketball nets	Included					
PLA install labor	Included					
Spec Book material/manufacturer	Included					
122110: Window Coverings	Contract Decor Inc	**$43,268**				
Riviara Cordless 1" aluminum horizontal blinds	Included					
PLA install labor	Included					
Spec Book material/manufacturer	Included					
126600: Bleachers	Herk Edwards Inc.	**$108,925**	Sierra	**$156,529**		
Hussy Maxam MXM26 telescoping bleachers	Included		Included			
Attached railing	Included		Included			
Service lights	Included		Included			
ADA wheelchair seating and powered frame	Included		Included			
Hinged front isle steps	Included		Included			
PLA install labor	Included		Included			
Spec Book material/manufacturer	Included		Included			
129300: Site Furnishings		**$0**				
Trash cans	Included in Landscaping					
Regal standard benches	Included in Landscaping					

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PLA install labor	Included						
Spec Book material/manufacturer	Included						
142400: Elevators	Otis Elevator Company	**$158,000**					
Commissioning & State Inspection	Included						
Keyed elevator operation	Included						
Signage stop per interior	Included						
Elevator signage at car entry	Included						
Connect to data/call/fire system	Included						
PLA install labor	Included						
Spec Book material/manufacturer	Included						
210000: Fire Suppression	Apex Fire Protection	**$1,134,900**	Wilkes Fire Protection	**$1,160,000**			
System design, installation, testing	Included		Included				
Shop drawings	Included		Included				
BIM Coordination	Included		Included				
Riser w/ tamper, flow detector, bell	Included		Included				
Brass heads, Ordinary/Light Hazard drops	Included		Included				
Sprinklers in concealed spaces	Included		Included				
Seismic bracing, supports, struts, hangars, TBs	Included		Included				
Spec Book material/manufacturer	Included		Included				
BIM Coordination	Included		Included				
Underground fire line 5' conn ect	Included		Included				
Fire caulking	Included		Included				
Spec Book material/manufacturer	Included		Included				
220000: Plumbing	Emcor Services	**$2,499,902**	Precision Plumbing-Mechanical	**$2,823,400**	Smith Mechanical-Electrical-Plumbing	**$2,825,000**	
Interior pluming, water, waste, heaters, gas	Included		Included		Included		
Bathroom fixtures, fountains, hand sinks	Included		Included		Included		
Excavation & backfill for plumbing trenches	Included		Included		Included		
Food Service utility hook-ups, OFCI items	Included		Included		Included		
Firestopping	Included		Included		Included		
Seismic bracing, supports, struts, hangars, TBs	Included		Included		Included		
Spec Book material/manufacturer	Included		Included		Included		
Below grade natural gas	Included						
Startup, bac-test, & chlorination	Included		Included		Included		
230000: HVAC	AP Construction Group	**$4,050,000**	A C H Mechanical Contractors Inc.	**$3,892,000**	Smith Mechanical-Electrical-Plumbing	**$5,950,000**	
BIM Coordination	Included		Not Included	**$420,000**	Included		
MPR, Admin and Classroom building equipment	Included		Included		Included		
Fan coils as noted with condensates	Included		Included		Included		
Protect RA and SA from dust during construction	Included		Included		Included		
Include all grills and grates	Included		Included		Included		
Air balance systems	Included		Included		Included		
Thermos install per interior elevations	Included		Included		Included		
Include specified equipment kit curb mounts and anchoring hardware.	Included		Included		Included		
Caulk all through wall penetrations; Fire Caulk at rated penetrations	Included		Included		Included		
Flashing/Counter-Flashings for HVAC penetrations	Included		Included		Included		
Carrier Units	Included	**-$160,000**					
260000: Electrical	Scott and Sons Electric	**$6,554,000**	Venco Electric	**$6,312,000**	Smith Mechanical-Electrical-Plumbing	**$7,558,000**	
Low-Volt, Data & Access Controls	Included		Included		Included		
Fire Alarm	Included		Included		Included		
SCE Onsite Install	Included		Included		Included		
PV + BESS System	Included		Not Included	**$400,000**	Included		
Solar Carport Structure	Not Included		Not Included		Not Included		
EMS Conduits	Included		Included		Included		
Hand dryers install	Included		Included		Included		

Exhaust fan power (fan by HVAC or provide option)	Included		Included		Included		
Low-volt landscape lighting transformer power	Included		Included		Included		
Exterior building and campus site lighting	Included		Included		Included		
Site Light Pole Standards	Not Included		Not Included		Not Included		
Power & data to score boards and school Marquee sign(s).	Included		Included		Included		
Power and rough in whips for equipment by others.	Included		Included		Included		
Kitchen equipment power integration.	Included		Included		Included		
Note convenience outlets/lights at required mechanical spaces	Included		Included		Included		
Caulk all through wall penetrations; Fire Caulk at rated penetrations	Included		Included		Included		
312000: Earthwork	Damar	**$1,528,410**					
Mobilization	Included						
Site clearing	Included						
Rough Grade	Included						
Offsite Grading	Included						
Export footing/trench spoils	Not Included	**$350,000**					
Fine Grade	Included						
321216: Asphalt Paving	Toro Enterprises, Inc.	**$1,077,647**	RC Becker & Sons	**$985,141**			
AC paving, stripping	Included		Included				
R&R at duct bank tie-tin	Not Included	**$9,600**	Not Included	**$9,600**			
QTO Adjustment	Included		Not Included	**$117,056**			
Trench Patch	Included		Not Included	**$40,210**			
Tennis Court Patch	Included		Not Included	**$3,800**			
321217: Pavement Striping & Wheel Stops							
Striping and wheel stops	FOB	**$12,544**					
321313: Site Concrete	Toro Enterprises, Inc.	**$2,506,498**	DJS Concrete	**$2,550,960**			
Sidewalk flatwork	Included		Included		Not Included		
Heavy traffic fire lane	Included		Included, wrong QTO*	***	Not Included		
Curbs, mow strips, ramps	Included		Included		Not Included		
28200: Fences & Gates	Golden Bay Fence Plus Iron Works, Inc.	**$900,000**					
Steel fencing	Included						
Double CL gates	Included						
Rolling gate	Included						
Single walk gate	Included						
Automated vechicle gate	Included						
Vechicle gate CL double swing	Included						
Coring for CMU posts	Not Included	**$6,000**					
328000: Landscape & Irrigation	Marina	**$1,546,372**	Elite	**$3,072,300**			
Irrigation	Included		Included				
Planting	Included		Included				
Maintenance	Included		Included				
Hydroseeding	Included		Included				
Irrigation equipment	Included		Included				
Soil amendments	Included		Included				
Bark softscapes	Included		Included				
Shrubs	Included		Included				
Box trees	Included		Included				
Booster pump	Included		Included				
334100: Underground Utilities	Toro	**$3,246,306**	Sam Hill	**$3,088,461**	Tierra	**$5,235,110**	
Dom water	Included		Included		Included		
Fire Water	Included		Included		Included		
Sewer	Included		Included		Included		
Storm Drain	Included		Included		Included		
Pipe slurry under pavemt	Included		Included		Included		

Maxwell Drywells	Included	Included	Not Included
Bio Retention Gravel	Included	Not Included	Not Included
Bio Retention Planting Media	Included	Not Included	Not Included
Backflows	Included	Included	Not Included
Rip rap	Not Included	Not Included	Not Included
Pavement demo	Included	Included	Included

$389,400

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SITE LEASE

This Site Lease (hereinafter referred to as the "Site Lease") is entered into this 17th day of December, 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 Fremont Middle School, 1130 N M St, 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:

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: Kristen Pifko, Assistant Superintendent
Business and Fiscal Services

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	THE DISTRICT
Viola, Inc.	Oxnard School District, a California school district
By: _____	By: _____
Michael T. Viola Title: President/Chief Executive Officer	Melissa Reyes Title: Director, Purchasing
Date: _____	Date: _____

EXHIBIT A

Legal Description of Site

Fremont Middle School - 1130 N M St, Oxnard, CA 93030

Plans and Specifications as prepared by SVA Architects. DSA Application Number 03-124778.DSA file number 56-22

VIOLA 1946 inc
CONSTRUCTORS
CSL 193390
75 Years of Success

Fremont Middle School Reconstruction

Book of Bids

Advertisments

CIUDAD DE SAN BUENAVENTURA AVISO DE AUDIENCIA PÚBLICA

FECHA Y TIEMPO: Martes, 21 de octubre de 2025, 5:00 PM
LUGAR: Wright Event Center, 57 Day Road, Ventura, CA.
To view the meeting live at https://www.cityofventura.ca.gov/718/Videos, YouTube at https://www.YouTube.com/cityofventura/live or on Cable TV – Channel 15.
DESCRIPCIÓN DEL PROYECTO: Por la presente se notifica que el Concejo Municipal llevará a cabo una audiencia pública para considerar la aprobación de la Actualización del Plan General de la Ciudad de San Buenaventura y la certificación del Informe de Impacto Ambiental asociado (EIR SCH# 2024050045). La propuesta de Actualización del Plan General establece la visión de la comunidad para el desarrollo futuro hasta el año 2050. Incluye metas, políticas y acciones para su implementación actualizadas para elementos que incluyen Uso de Suelo, Movilidad, Parques y Espacios Abiertos, Conservación, Seguridad, Ruido y Vivienda. El EIR evalúa los posibles efectos ambientales asociados con la Actualización del Plan General y está destinado a ser un documento de carácter programático.
La propuesta del Plan General y el Informe Final de Impacto Ambiental, incluyendo las respuestas a todos los comentarios públicos sobre el Borrador del EIR, están disponibles para su revisión en el sitio web de la Ciudad en www.planventura.com y en el Ayuntamiento, 501 Poli Street, Ventura, CA 93001, durante el horario normal de oficina.
Se invita a todas las personas interesadas a asistir a dicha audiencia y expresar opiniones relacionadas con este asunto.
Para obtener más información sobre este proyecto, comuníquese con: Maruja Clensay, Subdirectora de Desarrollo Comunitario, 805-677-3964 or mclensay@cityofventura.ca.gov
Michael MacDonald, CMC
City Clerk
FECHA: 1 de octubre de 2025
PUBLICAR: 10 de octubre de 2025
De conformidad con el Código de Gobierno de California, se le informa lo siguiente: En caso de que usted interponga un recurso legal ante los tribunales contra la acción descrita en este aviso, es posible que su derecho de argumentación quede limitado únicamente a los asuntos que usted u otra persona hayan planteado durante la audiencia pública o mediante correspondencia escrita presentada a la Ciudad de San Buenaventura en o antes de dicha audiencia.
Pub: 10/10/2025 #11737483

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INVITATION TO BID

Viola Inc. is requesting bids from qualified subcontractors for the Fremont Middle School Reconstruction Lease-Leaseback project for the Oxnard School District. BID DATE: October 29, 2025 at 2:00 PM via Building Connected. NON-MANDATORY JOB WALK: October 15, 2025 at 9:00 AM at Fremont Middle School 1130 North M St, Oxnard, CA 93030; meet at front of campus. RFI DEADLINE: October 15, 2025 at 2:00PM. Late RFI's may not receive a response. BID PACKAGES: Survey, Demolition, Structural Concrete, Masonry, Structural Steel, Carpentry, Casework, Insulation, Roofing, Sheet Metal, Storefront, Door Hardware, Plaster, Drywall, Ceramic Tile, Acoustical Ceilings, Flooring, Wall Coverings, Painting, Markerboards, Signage, Toilet Partitions, Kitchen Equipment, Telescoping Bleachers, Site Furnishings, Window Coverings, Elevator, Fire Sprinklers, Plumbing, HVAC, Electrical, Low Volt, Fire Alarm, Earthwork, Asphalt, Site Concrete, Fencing, Landscaping, Underground Utilities. CONTACT: Bryan Szal (805) 487-3871 x203. Written correspondence shall be emailed via BuildingConnected. DISTRICT PREQUALIFICATION: Education Codes 20111.6 & 17406 require all M/E/P Subcontractors to be prequalified with the District at least five (5) business days before bid date. Subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 must either be prequalified with the District or apply at least ten (10) business days prior to the bid date. Visit: https://www.oxnardsd.org/departments/purchasing/purchasing/contractor-prequalification-andor-cupcca-bid-process for more information, assistance is available on the website. This is a prevailing wage project; all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are available on the Internet, visit www.dir.ca.gov for more info. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code. Skilled & Trained Workforce Project Requirements: Subcontractors shall comply with Education Code 17047.5 and Public Contract Code 2600-2602, requiring subcontractors at every tier will use skilled and trained workforce to perform all the work on this project or contract that falls within an apprenticeable occupation in the building and construction trades. Compliance reports shall be required with monthly progress billing. PLA Requirements: The District will have a Project Labor Agreement that'll be applicable to this project. The successful bidder and all subcontractors will be required to be bound by the Project Labor Agreement. Viola Inc. is an Equal Opportunity Employer and encourages all DVBE/SBE/DBE/MBE/WBE subcontractors/suppliers to submit a proposal for this project. At the option of Viola Inc., 100% bonding of all subcontractors may be required and would be reimbursed; provide bonding rate. BuildingConnected bid website: https://app.buildingconnected.com/public/5908f79c1f17d00a00dea1ce
October 3, 10 2025
LYRK0381154

CITY OF VENTURA
PUBLIC HEARING NOTICE

DATE AND TIME: Tuesday, October 21, 2025, at 5:00 p.m., or as soon thereafter as possible.
LOCATION: Wright Event Center, 57 Day Road, Ventura, CA.
To view the meeting live at https://www.cityofventura.ca.gov/718/Videos, YouTube at https://www.YouTube.com/cityofventura/live or on Cable TV – Channel 15.
PURPOSE: Notice is hereby given that the City Council will conduct a public hearing to consider approval of the City of San Buenventura's General Plan Update and certification of the associated Environmental Impact Report (EIR SCH# 2024050045). The proposed General Plan Update establishes the community's vision for future development through the year 2050. It includes updated goals, policies, and implementation actions for elements including Land Use, Mobility, Parks and Open Space, Conservation, Safety, Noise, and Housing. The EIR evaluates the potential environmental effects associated with the updated General Plan and is intended to be a program-level document.
The proposed General Plan and the Final Environmental Impact Report, including responses to all public comments on the Draft EIR are available for review on the City's website at www.planventura.com and at City Hall, 501 Poli Street, Ventura, CA 93001, during regular business hours.
All interested persons are invited to attend said hearing and express opinions relating to this matter.
Written communications may be directed to: City Council, 501 Poli Street, Ventura, CA 93001 or submitted online at https://www.cityofventura.ca.gov/publicinput. For further information, contact Maruja Clensay, Assistant Community Development Director, at mclensay@cityofventura.ca.gov.
Michael MacDonald, CMC City Clerk
DATED: October 1, 2025
PUBLISH: October 10, 2025
Pursuant to the California Government code, please take notice follows: If you challenge the action described in this notice in court, you may be limited to raising only those issues you or someone else raised at the public hearing or in written correspondence delivered to the City of San Buenaventura at, or prior to, the public hearing.
Pub: 10/10/2025 #11737487

NOTICE INVITING BIDS

Notice is hereby given that sealed bids will be received by the City of San Buenaventura, California, on the online service Quest Construction Data Network (Quest CDN) before 2:00 p.m. on Tuesday, October 14, 2025 at which time they will be publicly opened and read for the Downtown Ventura Partners Leased Building Re-Roof Project which consists of removing and replacing a 7,300 square foot roof comprised of three separate roofing systems, including membrane, flat gravel, clay tile, and appurtenant work as shown on the project plans (Drawing No. 2024-D-005) and in accordance with the project specifications. The Engineer's Estimate of cost is $517,373.
The complete Notice Inviting Bids and Bid Documents can be viewed and purchased on the Quest CDN online service starting on September 10, 2025, Go to the website, https://www.cityofventura.ca.gov/OnlineBids, Quest No. 9860047. The bid documents are free to view. The cost to download the bid documents is $22.00 and a separate fee of $42.00 is charged for a successful bid submission. Users must create a free account to download the bid documents and access the electronic bid form. Contact Ed Vigil by phone at (805) 652-4565 or email evigil@cityofventura.ca.gov, for technical questions.
Pub: Sep 19 & Oct 10, 2025; Ad#11662491

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INVITATION TO BID

Viola Inc. is requesting bids from qualified subcontractors for the Fremont Middle School Reconstruction Lease-Leaseback project for the Oxnard School District. BID DATE: October 29, 2025 at 2:00 PM via Building Connected. NON-MANDATORY JOB WALK: October 15, 2025 at 9:00 AM at Fremont Middle School 1130 North M St, Oxnard, CA 93030; meet at front of campus. RFI DEADLINE: October 15, 2025 at 2:00PM. Late RFI's may not receive a response. BID PACKAGES: Survey, Demolition, Structural Concrete, Masonry, Structural Steel, Carpentry, Casework, Insulation, Roofing, Sheet Metal, Storefront, Door Hardware, Plaster, Drywall, Ceramic Tile, Acoustical Ceilings, Flooring, Wall Coverings, Painting, Markerboards, Signage, Toilet Partitions, Kitchen Equipment, Telescoping Bleachers, Site Furnishings, Window Coverings, Elevator, Fire Sprinklers, Plumbing, HVAC, Electrical, Low Volt, Fire Alarm, Earthwork, Asphalt, Site Concrete, Fencing, Landscaping, Underground Utilities. CONTACT: Bryan Szal (805) 487-3871 x203. Written correspondence shall be emailed via BuildingConnected. DISTRICT PREQUALIFICATION: Education Codes 20111.6 & 17406 require all M/E/P Subcontractors to be prequalified with the District at least five (5) business days before bid date. Subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 must either be prequalified with the District or apply at least ten (10) business days prior to the bid date. Visit: https://www.oxnardsd.org/departments/purchasing/purchasing/contractor-prequalification-andor-cupcca-bid-process for more information, assistance is available on the website. This is a prevailing wage project; all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are available on the Internet, visit www.dir.ca.gov for more info. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code. Skilled & Trained Workforce Project Requirements: Subcontractors shall comply with Education Code 17047.5 and Public Contract Code 2600-2602, requiring subcontractors at every tier will use skilled and trained workforce to perform all the work on this project or contract that falls within an apprenticeable occupation in the building and construction trades. Compliance reports shall be required with monthly progress billing. PLA Requirements: The District will have a Project Labor Agreement that'll be applicable to this project. The successful bidder and all subcontractors will be required to be bound by the Project Labor Agreement. Viola Inc. is an Equal Opportunity Employer and encourages all DVBE/SBE/DBE/MBE/WBE subcontractors/suppliers to submit a proposal for this project. At the option of Viola Inc., 100% bonding of all subcontractors may be required and would be reimbursed; provide bonding rate. BuildingConnected bid website: https://app.buildingconnected.com/public/5908f79c1f17d00a00dea1ce

October 3, 10 2025

LYRK0381154

RECEIVED
OCT 16 2025
VIOLA INC.

LocaliQ
California
GANNETT

PO Box 631437 Cincinnati, OH 45263-1437

AFFIDAVIT OF PUBLICATION

Viola Inc.
5811 Olivas Park Dr Suite 204
Ventura CA 93003

STATE OF WISCONSIN, COUNTY OF BROWN

The Ventura County Star, a newspaper published in the city of Camarillo, Ventura County, State of California, with circulation in the County of Ventura, State of California; and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

VCS vcstar.com 10/03/2025
VCS Ventura County Star 10/03/2025, 10/10/2025

and that the fees charged are legal.
Sworn to and subscribed before on 10/10/2025

Legal Clerk

Notary, State of WI, County of Brown

9.19.29

My commission expires

Publication Cost:	$936.92	
Tax Amount:	$0.00	
Payment Cost:	$936.92	
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VICKY FELTY
Notary Public
State of Wisconsin

Good Faith Effort Report

Provided by VendorLine, powered by PlanetBids, LLC

Prime Bidder

Company Name
Viola, Inc.
Contact Name
Bryan Szal
Address
5811 Olivas Park Drive, Suite 204
Ventura, CA 93003
Phone
805-487-3871 x200
Email
estimating@violainc.com
Notes

Project Detail

Awarding Agency
Oxnard School District
Department
Facilities
Address
1130 North M Street
Oxnard, CA 93030
Project Title
Fremont Middle School Reconstruction
Invitation #
26-23
Bid Due Date/Time
10/29/2025 2:00 PM (PDT)
Link to Project
https://app.buildingconnected.com/public/5908f79c1f17d00a00dea1ce

Sub Bid Ad Detail

Sub Bid Ad Title

Fremont Middle School Reconstruction

Post Date

10/10/2025

Project Description

Scope includes but not limited to:
-Contruction of three new buildings:
-Two-Story Classroom Building
-Administrative Building
-Multipurpose Building
-Onsite and offsite improvements
-Demolition of existing campus
This project will be phased in Sequence 1 and Sequence 2.
-Sequence 1 will be the construction of the new campus while the existing campus remains in operations
-Sequence 2 will be the demolition of the old campus, after new campus is completed and occupied.

Respond By

10/29/2025 2:00 PM (PDT)

Goals/Classifications

License Requirements

Wage Requirements

Prevailing

Link

https://vendorline.planetbids.com/a/jiWXe

Notices

- Subject to Prevailing Wage rates

Final Cleaning

SBE, SB, WBE, DBE, MBE, LSBE, & WOSB CERTIFIED

FINAL CLEANING SOLUTIONS, INC.

9024 Jeff St. Bellflower, CA 90706
P: (562)716-6169 F: (562) 461-7977
License CA 962018 | DIR 1000000283
Estimating@finalcleaningsolutionsinc.com
Bond Rate: 2%



FINAL CLEAN PROPOSAL

10/30/2025

Prepared for:
Viola Inc
Viola Estimating
estimating@violainc.com

Project Info:
Fremont Middle School
Reconstruction
1130 North M Street,
Oxnard, CA 93030

Owner Info:
Oxnard School District

PROPOSAL BREAKDOWN - AS PER PLANS & SPECIFICATIONS

BASE BID

Area	Type of Clean		Cost
Building 1	Two Rough Clean, Two Final Clean, One Full Exterior Clean	$	121,630
Building 2	Two Rough Clean, Two Final Clean, One Full Exterior Clean	$	46,850
Building 3	Two Rough Clean, Two Final Clean, One Full Exterior Clean	$	21,280
		$	**189,760**

ALTERNATES

ADD ALTERNATE	Type of Clean		Cost
Site Work	One-time Pressure Washing approx. 145,580 sf	$	25,325

Labor Type:	Union	Project Type:	Modernization	# of Cleans	Four

CLARIFICATIONS

INCLUSIONS:

- Escalation through June 2028, assuming 4% increase per hour per year
- Cleaning to take place in a sequential order
- Two rough and Two final cleaning of buildings
    - Building 1, Building 2 and Building 3
        - Due to the number of cleaners, the second final cleaning is considered to be less comprehensive than first one
- One full exterior cleaning
    - Full exterior cleaning of building includes windows, doors, roof, and 10ft around the perimeter of the buildings.
    - Building envelope to be cleaned from boom and tucker pole.
- Assumes final cleaning and exterior cleaning can be done at the same time
- One mobilization per pass per building
- Our scope includes incidental paint/marker cleanup that can be wiped clean (e.g., a drip here and there or light overspray).
    - Excessive markings, graffiti, or overspray requiring chemical solvents (e.g., Goof Off) or mechanical means are excluded and subject to additional charge.
- 15% Overhead & Profit (O&P) will be applied to all Change Orders and Time & Material (T&M) work.
- Removal of construction debris is limited to small items only. All large debris is the responsibility of the respective subcontractors who generated it.
- Removal of Ram Board is limited strictly to taped applications only. Similarly, removal of mechanical floor protection (such as plastic sheeting) must be performed by gently peeling from corner to corner. (only on path of travel)
    - Use of excessive or non-standard methods—such as removal in strips due to product aging, environmental conditions, or other factors—will be considered outside the defined scope of standard removal. These instances will be tracked and billed on a Time & Materials (T&M) basis, as they exceed our standard means and methods for protection removal.
- Water and Electricity is readily available.
- Elevator access is readily available.
- Free onsite parking available

EXCLUSIONS:

- Movable furniture – cleaning does not include moving or handling of furniture.
- Trusses and sport equipment
- Stripping and waxing – not included per the floor finish schedule; project flooring does not require waxing.
- Cleaning of permanent markings – such as permanent pen (e.g., markers or Sharpies) or spray paint requiring special tools or mechanical removal.
- Cost for Payment Management Software – not included in the scope.
- Costs related to job-specific requirements – including employee drug testing, badging, fingerprinting, or security clearances.
- Excessive cleaning caused by other contractors' work – such as overspray, markings, drippings, splatter, adhesive residue, protection materials, or tape.
- Redlined items – not included in cleaning scope.
- Exposed pipes – cleaning of exposed piping is excluded.
- Bid, payment, and performance bonds – not included in pricing.
- Disposal or removal of large construction debris generated by other subcontractors.
- Permits, fees, or third-party inspections, unless specifically noted in the contract.
- Removal by mechanical means (Tooling or mechanical equipment)

Thank you for providing Final Cleaning Solutions Inc. the opportunity to offer you a proposal for the Final Clean scope of this project.

Chirag
Estimator
Phone: 562-879-1583

Chirag Patil
Signature

Rev #	Date	Description

We have received and reviewed the following bid documents and prepared this proposal based on this information:

Plans Dated: July 2025
Specifications Dated: January 2025

LABOR

Final Cleaning Solutions, Inc. has provided quality Construction Final Clean-up services at the right price. We maintain the philosophy that good quality service combined with old-fashioned reliability guarantees client satisfaction. We provide this type of service through quality control and a well-trained staff. Final Cleaning Solutions Inc. also prides itself on its proven ability to follow through and pay strict attention to detail.

TIMETABLE

Per bid documents, construction is anticipated to start on June 2026. We anticipate our work to be performed by June 2028.

CERTIFICATIONS

Final Cleaning Solutions Inc. is, SBE, SB, WBE, DBE, MBE, LSBE, and WOSB certified.

ACKNOWLEDGEMENT OF ADDENDUMS

- SCOPE OF WORK FOR FINAL CLEAN:
- Final Cleaning: Execute final cleaning at Substantial Completion.
- Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances; polish transparent and glossy surfaces; vacuum carpeted and soft surfaces.
    - Vacuuming Equipment: Type with high efficiency particulate arrestor (HEPA) type filters; properly maintained.
- Clean equipment and fixtures to a sanitary condition, ~~clean filters of mechanical equipment, replace filters where cleaning is impractical.~~
    - ~~Clean ducts.~~
- Clean site; sweep paved areas.
- Remove waste, surplus materials and rubbish from Project and site; recycle to maximum extent feasible.

SCOPE OF WORK – FCS GENERAL ROUGH & FINAL

A. Rough Clean – Purpose is to provide a dust free area for when interior finishes are beginning to be installed. This clean includes the following activities:
    A. Remove all construction debris (Limited to small items. Other subcontractors are responsible for their own large debris).
    B. Dry wipe all horizontal surfaces, cabinets, and doors.
    C. Wipe down all HVAC grills.
    D. Use clean sweep all floors to remove dust.
    E. Remove Protection and wipe-down of surfaces.

B. Final Clean – This is the more comprehensive clean, the purpose of this clean is to minimize the punch list items (leave building ready for occupancy) that area usually corrected during the final clean-up. This clean shall include all the move-on areas listed (A-U). This clean includes the following activities:
    A. Remove all construction debris (Limited to small items, but even less debris is expected during this clean).
    B. Remove all protective materials from surfaces.
    C. Vacuum carpets.
    D. Perform all final cleaning services for all surfaces for the project as noted herein. All materials used shall be compatible with the material finishes.
    E. Clean and mop all hard and resilient floor surfaces.
    F. Clean all ceiling grid as necessary from fingerprints and dust.
    G. All mechanical/electrical rooms to be swept and mopped. Dust all equipment, conduit, ductwork, enclosures, etc.
    H. All restroom fixtures, sinks, mirrors, shelves, walls, floors, showers, partitions, etc. shall be cleaned and sanitized.
    I. All lockers, storage spaces, cabinetry, etc. shall be cleaned both inside and out.
    J. All handrails, railings, etc. shall be wiped clean of all dust and debris.
    K. All electrical fixtures, lenses, bulbs, switches, outlets, cover plates etc. shall be thoroughly dusted and cleaned free of handprints as needed.
    L. All doors, door frames and hardware shall be cleaned free of debris and dust.
    M. Subcontractor to fully dust all painted walls to remove dust and debris. Wipe down if necessary.
    N. All windows and window frames shall be cleaned free of debris and dust.
    O. Thoroughly wash and clean all windows, glazing, aluminum mullions, curtain wall windows, etc. from debris, caulking, dirt, tape, and residue.
    P. Clean all kitchen equipment inside and out in the kitchen area. Clean all countertops, stainless steel fixtures and floor drains.
    Q. Clean all millwork, including areas not exposed to public eye (i.e., casework, behind doors, etc.).
    R. Open all access doors and clean immediate surrounding areas.
    S. Clean all mirrors, toilets, urinals, sinks, faucets, etc.
    T. Hose down exterior walls, sweep and pressure wash hardscape immediately surrounding the building (10-feet).
    U. Remove all debris of roof, clear drains, and gutter from debris, sweep and wash roof membrane.

Important Master Labor Agreement Regulations

Final Cleaning Solutions, Inc. is signatory to the Laborer's Union and as such must abide by regulations put forth in the Master Labor Agreement. Below are a few of the regulations that may occur on any given project and/or Union pay rate:

1. Any workman or employee reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the stipulated rate for so reporting, unless:
   (1) he has been notified before the end of his last preceding shift not to report
   (2) during a period of inclement weather, the Contractor has instructed the employee to call a designated job number provided to him for instructions concerning reporting to the job site and the employee has either failed to do so or the employee called and was instructed not to report: and any workman or employee who reports for work and for whom work is provided shall receive not less than four (4) hours' pay; and if more than four (4) hours are worked in any one day, but less than six (6) hours, he shall receive not less than six (6) hours pay at the straight time hourly rate and if an employee were to work more than six (6) hours but less than eight (8) hours, he shall receive no less than eight (8) hours pay at the straight-time hourly rate unless prevented from working for reasons beyond the control of the Contractor, including, but not limited by, such factors as inclement weather, a breakdown causing discontinuance of a major unit of the project during which time workmen or employees are not required or requested to remain on the project by the Contractor or his agent. New employees on their first day of work shall be paid for their actual time worked.

2. Any time worked on Saturday, Sunday, or Holidays outside of the shift hours provided in the agreement shall be paid for based on the actual hours worked at the Laborers overtime rate, except that any workmen or employees reporting for work at the stipulated time and for whom no work is provided shall receive pay for two (2) hours at the overtime rate, any workmen or employees who report for work and for whom work is provided shall receive not less than four (4) hours' pay at the overtime rate; and if an employee works more than four (4) hours, he shall be paid for the actual hours worked at the overtime rate.

For a complete List of all regulations set forth by the Master Labor Agreement please follow this link - https://sccaweb.org/labor-relations/labor-agreements/

Contract / Billing

Anacani Torres – Phone: 562-716-6169 Fax: 562-461-7977

E-mail: Anacani@finalcleaningsolutionsinc.com

Director of Operations

James Polanco Phone: 562-534-1771

Email: james@finalcleaningsolutionsinc.com

Operations Manager / Field Contact

Jary Solis – Phone: 562-922-9724

E-mail: Jary@finalcleaningsolutionsinc.com

Accounting Supervisor

Rigo Salas – Phone: 562-534-1425

E-mail: Rigo@finalcleaningsolutionsinc.com

Labor Compliance / Payroll

Karla Martinez – Phone: 562-534-1768

E-mail: Karla@finalcleaningsolutionsinc.com

HR & Project Compliance Administrator

Brenda Ramos – Phone: 562-534-4961

E-mail: Brenda@finalcleaningsolutionsinc.com

Estimating

Chirag Patil –Phone: 562-879-1583

E-mail: estimating@finalcleaningsolutionsinc.com

Project Manager

Alex Chavarria - Phone: 562-534-5156

E-mail: Alex@finalcleaningsolutionsinc.com

Abatement

October 29, 2025 Proposal Number: 25-0511

Client: Estimating
Phone: 805-487-3871
Email: estimating@violainc.com

Viola Inc.
5811 Olivas Park Dr Suite 204
Ventura, CA 93003

Project Name: Fremont Middle School
18 Crow Canyon Ct,
San Ramon, CA 94583

Integrated Demolition and Remediation (IDR) respectfully submits the following proposal for the above referenced project for your consideration.

Documents: Bid set prepared by VCA Engineers and dated 01/17/2025.	1. Drawings CD1.0 – CD1.7 2. AHERA 3-Year asbestos Reinspection Report

Scope of work:	
Prepare a pre-demolition survey	
Asbestos Scope of Work: • Removal and disposal of ACM from the building including acoustical ceilings, drywall and joint compound, floor tile, exterior stucco, plaster walls, vinyl sheet flooring, window putty, mastics, etc. • File SC AQMD notification	
Demolition Scope of Work: • Building demolition includes the removal of structures onsite including walls, roofs, footings, slabs, etc. o Slabs are assumed to be up to 6” thick. o Perimeter footings up to 24” below grade are included. Footings up to 24” wide are included. o IDR is assuming all materials on asbestos report to be removed prior to demolition starting. • Site demolition includes the removal and disposal of AC and concrete paving, curbs, gutters, trees, clear and grub, trees, chain link fence, building canopies, underground utilities, etc. o Concrete paving is assumed up to 4” thick. o AC paving is assumed to be up to 4” thick. o AC paving to be free of any petromat. o **IDR is not including the removal of any base.**	
Demolition:	**$1,530,800.00**
Asbestos Abatement:	**$1,110,000.00**

Conditions and Assumptions:

- This proposal is lump sum and may be broken out for accounting purposes only.

- This proposal is based on **Prevailing** Wages during normal business working hours and includes one (1) mobilization. Additional mobilizations will be billed at $1,500 + equipment deliveries.
- IDR reserves the right to salvage all items onsite.

Exclusions: The following are excluded from this proposal unless explicitly included above.

- **Permit Acquisition, Fees, and Legal Compliance:** Costs associated with obtaining necessary permits, fees payable to local authorities, and costs associated with compliance with new laws or regulations that come into effect after the proposal is accepted.
- **Utility Disconnections and Relocation:** Disconnection and relocation of utilities such as gas, water, electricity, and telecommunications. The client is responsible for ensuring all utilities are safely disconnected and capped prior to work. Removal of underground utilities limited to 5' below grade.
- **Hazardous Material and Special Conditions:** Removal and disposal of asbestos, hazardous materials, and handling of materials like asphalt with Petromat fabric or concrete plastic below asphalt, unless specified.
- **Structural and Engineering Services:** Structural engineering assessments, bracing, underpinning, engineering services, staking, and layout related to demolition.
- **Subsurface and Unforeseen Conditions:** Issues related to unknown subsurface conditions, unforeseen conditions such as buried pipes, cables, or foundations, and any other unforeseen site conditions.
- **Salvage Rights and Salvage for Others:** Any salvage rights for materials found on the site, and salvaging materials for others unless explicitly agreed upon in writing.
- **Environmental and Post Demolition Site Work:** Environmental assessments, remediation, erosion control, grading, import/export of materials, SWPPP (Stormwater Pollution Prevention Plan) implementation, BMP's, and any other post-demolition environmental or site work.
- **Site Security and Services:** Providing site security, fencing, site services, and other related services during non-working hours.
- **Excavation and Related Work:** Excavation, shoring, lagging, dewatering, and related works unless specified in the contract.
- **Weather-Related Issues and Protection:** Delays and additional costs arising from unforeseen weather conditions and provision of weather protection.
- **Neighbor or Third-Party Claims:** Claims or damages made by neighbors or third parties as a result of demolition activities.
- **Specialty Insurance and Bonding:** Specialty insurance items not listed in this proposal and bonding costs.
- **Off-Site Work:** Any work performed off-site.
- **Standby Time:** Any standby time due to owner/contractor delays.
- **Pedestrian and Property Protection:** Installation of pedestrian canopies, barricades, protective covers, and other measures to protect property and the public.
- **Liquidated Damages:** Any liquidated damages or penalties for delays or non-performance.
- **Additional Work or Materials:** Any work or materials not explicitly outlined in the 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.
Regards,

Daniel Macias
Estimator
daniel@idrdemo.com
(951) 870-8110

☐ Pre-Bid Scope Submittal
☑ Final Bid Submittal

PROPOSAL #: CS25-207
DATE: 29-Oct-25

JANUS CORPORATION

LEAD-SAFE EPA CERTIFIED FIRM NAT-22622-2

DEMO AND ABATEMENT PROPOSAL

Janus is signatory to Northern and Southern California Laborers Agreement

PROJECT: **Fremont MS**
ADDRESS: 1130 North M Street, Oxnard, California 93030
EMAIL TO:
ATTN: Estimating

SPEC. SECT.	SCOPE	DRAWINGS	PRICE
	ASBESTOS ABATEMENT		$ 1,796,958
	LEAD DEMOLITION/ABATEMENT		NOT INCLUDED
	INTERIOR DEMOLITION		NOT INCLUDED
	ROOFING DEMOLITION		NOT INCLUDED
	SITE DEMOLITION		NOT INCLUDED
	MECHANICAL DEMOLITION		NOT INCLUDED
	ELECTRICAL DEMOLITION		NOT INCLUDED
	PLUMBING DEMOLITION		NOT INCLUDED
	ALLOWANCES (SEE INCLUSIONS)	1.	

REQUIRED WORKING DAY DURATION FOR SCOPE OF WORK **125**

PER ADDENDUM: N/A **TOTAL $ 1,796,958**

ADD ALT: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

INCLUSIONS:

Abatement is basd on AHERA report which assumed all drywall,stucco, plaster,flooring, ceilings, baseboard mastic etc… this is giving a really high number, I suspect flooring will be asbestos, and we've experienced both asbestos and non-asbestos ceilings in other district schools. I don't want to imply I know better than the specifications, but wanted to note that I think further testing could half this price. As this stands it would cover almost all building demolition scope other than: Site, building slab, plumbing, HVAC, roofing and framing.

SPECIFIC EXCLUSIONS:

No lead paint testing was supplied and any remediation is excluded at this time.

SHOULD ANY QUESTIONS ARISE, PLEASE CONTACT: **Campbell Scott**

2025 Tandem Way, Norco, CA 92860 • (951) 479-0700 • Fax (951) 479-0701 • campbells@januscorp.com

CA LIC. #572682, exp. date July 31, 2027 | DIR Registration #1000000894, exp. June 30, 2028 | DIR Project # 0

Project: Fremont MS

Start date and schedule to be mutually agreed upon. Quote is valid for 30 days and cannot be separated without Janus' written consent. Layout must be performed by GC prior to start of selective demolition. All jobs less than 5 days or $10,000 will be due 60 days after completion. No retention.

STANDARD EXCLUSIONS:

1. Layout, bonds, traffic control, building permits, SWPP, utility location, site security, temporary power and water.
2. Consulting, clearance testing, and air monitoring.
3. Concrete greater than five inches thick and asphalt removal greater than three inches thick unless noted otherwise.
4. Removal of unidentified below grade items such as grade beams, piles, piers, utilities, tanks, petromat, bonded concrete, underpinnings and fibermesh.
5. Removal/Protection of any item salvaged, stored, reinstalled or returned to Owner.
6. Finish removals are based on single layers unless noted otherwise on drawings.
7. Core drilling for other trades, roof openings and MEP penetrations for new work.
8. Flooring preparation for installation of new floors.
9. All window abatement and demolition assumes windows and frames to be removed in their entirety. No partial demolition or partial salvage for retrofit windows is assumed.
10. All Scaffolding, Shoring and Structural Engineering for Scaffold/Shoring is excluded unless specifically itemized and listed in Inclusions.

Proposal Accepted by _____ _____ _____

(signature) (date) (Company)

Please select one below:

- ☐ A formal contract (or contract change order) is required to be issued to Janus Corporation prior to billing/payment. This approval is only a notice to proceed for the proposed scope of work.
- ☐ Janus Corporation can invoice this work after completion of scope of work. No formal contract or change order is necessary to process payment. Pay when paid still applies.

INTERIOR DEMOLITION, INC.
DEMOLITION · ABATEMENT · EARTHWORK
LIC# 603409 · (818) 249.4932

Corporate Office
23508 Pine Street
Newhall, California 91321
www.interiordemolition.net

PROPOSAL

October 30, 2025

Between the Owner: **Viola Inc.**

And the Contractor: **Interior Demolition, Inc.**
23508 Pine Street
Newhall, California 91321
United States
CSLB# 603409
818.249.4932

For the Project: **Fremont Middle School Demolition**

Scope of Work:

- **Building Demolition:**

Complete demolition and removal of all above-grade structures, including framing, walls, roofing, and associated architectural feature, **per the provided demolition plans**. .

- **Site Demolition:**

Demolition and removal of existing concrete foundations, footings, and walkways within the project limits, **as shown on the provided demolition plans**. All excavated materials will be removed from the site and disposed of at an approved facility. Utility disconnections and protection of remaining structures will be coordinated per project requirements.

- **Hazardous Material Abatement:**
  Identification, containment, and removal of hazardous materials, including but not limited to asbestos-containing materials (ACM) as identified in the hazardous materials survey. All abatement work will be performed in accordance with federal, state, and local regulations by certified personnel.

- **Final Grading:**

Upon completion of demolition and debris removal, the site will be left with a **rough, level-graded surface** suitable for future development activities. No fine grading, compaction testing, or soil stabilization is

included unless otherwise specified.

All project addendum's issued to date are acknowledged and incorporated into this scope of work.

Exclusions

- Site fencing and perimeter security.
- Securing and payment of any and all required permits.
- Procurement of traffic control devices or materials for work performed within the public right-of-way.
- Import or export of soil or materials.
- Utility disconnections, relocations, or terminations.
- Erosion control and BMP installation or maintenance.
- New construction, site improvements, or restoration work beyond demolition scope.
- Excluding Performance of removal note 3 on sheet# CD-1.1
- Excluding any/all offsite demolition items

TERMS AND CONDITIONS:

- Proposal Validity
  - This proposal is valid for 90 days and is subject to price adjustments based on material and labor cost fluctuations.

- Compliance & Safety Standards
  - Interior Demolition, Inc. will comply with all federal, state, and local regulations, including but not limited to:
  - California Building Code
  - OSHA & Cal/OSHA Safety Standards
  - EPA & SCAQMD Fire Cleanup Regulations
  - Hazardous Material Handling Laws (If Applicable and Approved)
  - State and Local Environmental Compliance Rules

- Unforeseen Conditions & Additional Work
  - •Any hidden hazardous materials, structural deficiencies, or additional requirements not outlined in the original scope will require a Change Order with additional costs.

- Project Delays & Force Majeure
  - •Interior Demolition, Inc. is not liable for delays caused by:

•Permit processing issues
•Acts of God (natural disasters, extreme weather)
•Supply chain disruptions affecting materials or equipment
•Regulatory or agency delays beyond contractor control

- Indemnification & Liability
  •Interior Demolition, Inc. shall carry general liability and workers' compensation insurance for all personnel on-site.
  •The client agrees to indemnify and hold harmless Interior Demolition, Inc. against any claims related to pre-existing hazardous conditions, regulatory compliance penalties, or site access issues beyond our control.

- Dispute Resolution & Legal Fees
  •In the event of a contract dispute, both parties agree to first seek mediation or arbitration before pursuing legal action.
  •In any litigation or arbitration, the prevailing party shall be entitled to recover reasonable attorney's fees and litigation expenses.

PAYMENT TERMS

• Progress Payments: Payments will be made based on the percentage of work completed.

1. Final Payment: Due upon satisfactory completion and agency sign-off. EXCLUSIONS

The following items are excluded from this proposal unless specifically included in the Scope of Work section or noted as a separate line item:

- Prevailing Wages – This proposal excludes prevailing wages unless specifically noted and agreed upon in writing.

- Permits & Bonds – Unless specifically stated, permits, regulatory fees, and bonds are the responsibility of the client.

- Traffic Control & Road Closures – Any required lane closures, sidewalk barricades, or city-mandated traffic control must be provided by others.

- Hazardous Material Abatement –
  •This proposal excludes the removal of hazardous materials such as asbestos, lead-based paint, mold, PCB materials, or underground fuel tanks unless explicitly included as a line item in the pricing section.
  •If hazardous materials are encountered and abatement is required, a separate Change Order must be approved before proceeding.

- Unforeseen Subsurface Conditions –
  •Any buried foundations, underground storage tanks, abandoned utilities, or soil contamination beyond visual inspection will require a Change Order.

- Testing & Inspection Fees –
  - •Soil sampling, hazardous material testing, and structural inspections are the responsibility of the client unless otherwise agreed.

- Temporary Services & Utilities –
  - •Water, power, and sanitation facilities for the duration of the project must be provided by the client or municipality.

- Security & Site Protection –
  - •Site security, fencing, or 24-hour monitoring is not included unless specifically noted.

- Off-Site Work –
  - • Any grading, debris removal, or remediation beyond the project boundary is excluded.

- Post-Demolition Landscaping & Hardscaping –
  - •No new construction, paving, or planting is included.

- Weather-Related Delays & Costs –
  - •Additional costs for delays caused by extreme weather, flooding, or emergency response mandates will be addressed via Change Orders.

1. Legal & Environmental Liabilities –
   - •Any penalties, fees, or environmental compliance violations caused by pre-existing site conditions are the responsibility of the client.

2. Job Site Damage Due to Heavy Equipment –
   - • Interior Demolition, Inc. (IDI) is not responsible for any damage around the job site caused by heavy equipment. This includes but is not limited to damage to:
   - • Sidewalks, driveways, curbs, roadways, underground utilities, landscaping, neighboring structures, or adjacent properties.

   •Any repairs to such areas are the sole responsibility of the client unless otherwise agreed upon in writing.

Project Totals:

Name	Description	Total Cost
Category 1		
Demolition		
Building Demolition Sequence 1		$115,817.00
Building Demolition Sequence 2		$1,035,915.00
ACM Abatement		$1,385,500.00
Demolition Subtotal:		$2,537,232.00
Grand Total		**$2,537,232.00**

Acceptance of Agreement

Acceptance on this_____ day of _____, 20___.

_____ Name

_____ Owner Name

_____ Contractor Signature

_____ Owner Signature

NorthStar
Contracting Group, Inc.

13320 Cambridge Street
Santa Fe Springs, CA 90670
Office: 714.639.7600
www.northstar.com

PROPOSAL

October 30, 2025 Bid #: DB25-347

Mr. Bryan Szal
Viola Inc.
5811 Olivas Park Dr.
Ventura, CA 93003

Project:	**Fremont Middle School**
	Oxnard, CA
Scope of Work:	**Abatement and Demolition**
Bid Documents:	**Plans and Specs**
Addenda:	**1**

Dear Mr. Contact Name,

Thank you for the opportunity to provide our quotation for the above referenced project. We propose to furnish all labor, material, equipment and disposal necessary to perform the abatement and demolition scope of work in accordance with all existing S.C.A.Q.M.D. /E.P.A. /O.S.H.A. rules and regulations. NorthStar Contracting Group, Inc. is committed to complying with the safety, schedule, and logistical requirements of the project.

SCOPE OF WORK

NorthStar Contracting Group, Inc. will provide all labor, material, and equipment to perform the following scope of work based on DSA Plans dated 1.17.25, AHERA Reinspection Report dated 4.23.25, and current site conditions:

ABATEMENT

Description	Quantity	Unit
Office Building:		
2'x2' Acoustical Ceiling Panel	4,700	SF
Drywall & Joint Compound	3,000	SF
4" Grey Baseboard Mastic	102	SF
Mastic Associated with Carpet	4,500	SF
9"x9" Cream Resilient Floor Tile & Mastic	240	SF
Exterior Stucco	2,850	SF
9"x9" Cream Resilient Floor Tile & Mastic (Under Carpet)	4,500	SF
6" Black Baseboard & Mastic	15	SF

Description	Quantity	Unit
Library Building:		
2'x4' Acoustical Ceiling Panel	2,700	SF
Drywall & Joint Compound	1,010	SF
9"x9" Cream Resilient Floor Tile & Mastic	2,700	SF
Exterior Stucco	2,000	SF
Plaster Walls	140	SF
Kitchen, Cafeteria, Staff Lounge Building:		
2'x4' Acoustical Ceiling Panel	11,650	SF
2'x2' Acoustical Ceiling Panel	1,640	SF
Drywall & Joint Compound	7,000	SF
4" Baseboard Mastic	190	SF
12"x12" Cream with Streaks Resilient Floor Tile & Mastic	12,120	SF
Vinyl Sheet Flooring & Mastic	550	SF
Mastic Associated with Carpet Mastic	620	SF
Exterior Stucco	6,000	SF
6" Black Baseboard Mastic	85	SF
P.E. & Locker Rooms Building:		
2'x4' Acoustical Ceiling Panel	6,000	SF
12"x12" Acoustical Ceiling Tile & Mastic	2,800	SF
Drywall & Joint Compound	3,100	SF
Plaster Walls	4,000	SF
9"x9" Brown Resilient Floor Tile & Mastic	3,400	SF
Window Putty	620	LF
Exterior Stucco	5,600	SF
Building: #2 (202, 203, 205, 206, 207)		
2'x4' Acoustical Ceiling Panel	2,100	SF
Drywall & Joint Compound	4,000	SF
4" Baseboard Mastic	88	SF
6" Baseboard Mastic	240	SF
Mastic Associated With Carpet Mastic	400	SF
12"x12" Acoustical Ceiling Tile & Mastic	450	SF
12"x12" Cream Resilient Floor Tile & Mastic	830	SF
12"x12" Brown Resilient Floor Tile & Mastic	800	SF
Exterior Stucco	6,000	SF
Building: #3 (301-305 & 307)		
2'x4' Acoustical Ceiling Panel	8,690	SF
Drywall & Joint Compound	8,000	SF
12"x12" Blue Resilient Floor Tile & Mastic	7,900	SF
12"x12" Dark Blue Resilient Floor Tile & Mastic	800	SF
4" Blue Baseboard Mastic	272	SF
Exterior Stucco	4,300	SF
Building: #4 (401, 401A, 402, 403)		
2'x4' Acoustical Ceiling Panel	6,600	SF
Drywall & Joint Compound	10,000	SF
12"x12" Blue Resilient Floor Tile & Mastic	5,700	EA
12"x12" Dark Blue Resilient Floor Tile & Mastic	900	EA
4" Blue Baseboard Mastic	408	SF
Exterior Stucco	4,300	SF
Plaster Walls	1,200	SF

Description	Quantity	Unit
Building: #6 (601-609)		
2'x4' Acoustical Ceiling Panel	10,800	SF
Drywall & Joint Compound	11,340	SF
4" Blue Baseboard Mastic	408	SF
12"x12" Blue Resilient Floor Tile & Mastic	10,000	SF
12"x12" Dark Blue Resilient Floor Tile & Mastic	1,080	SF
Mastic Associated With Carpet Mastic	2,400	SF
Exterior Stucco	4,200	SF
Plaster Walls	1,500	SF
Building: #7 (701-710)		
2'x4' Acoustical Ceiling Panel	13,000	SF
Drywall & Joint Compound	14,500	SF
4" Blue Baseboard Mastic	425	SF
12"x12" Blue Resilient Floor Tile & Mastic	11,500	SF
12"x12" Dark Blue Resilient Floor Tile & Mastic	1,300	SF
Exterior Stucco	4,300	SF
Plaster Walls	500	SF
Building: #8 (801-810)		
2'x4' Acoustical Ceiling Panel	12,000	SF
Drywall & Joint Compound	14,000	SF
4" Blue Baseboard Mastic	408	SF
12"x12" Blue Resilient Floor Tile & Mastic	10,800	SF
12"x12" Dark Blue Resilient Floor Tile & Mastic	1,250	SF
Exterior Stucco	4,160	SF
Plaster Walls	350	SF
Building: #9 (901-908)		
2'x4' Acoustical Ceiling Panel	7,360	SF
6" Black Baseboard Mastic	520	SF
12"x12" Blue Resilient Floor Tile & Mastic	7,360	SF
Building: Portables (1201-1205)		
Drywall & Joint Compound	2,670	SF
Wainscot Mastic	560	SF
4" Black Baseboard Mastic	156	SF
12"x12" Blue Resilient Floor Tile & Mastic	2,680	SF
12"x12" Beige Resilient Floor Tile & Mastic	20	SF
Vinyl Sheet Flooring Mastic	120	SF
Mastic Associated with Carpet Mastic	900	SF

DEMOLITION – SEQUENCE 1

Plan	Description	Quantity	Unit
CD-1.0 SITE DEMOLITION PLAN SEQUENCE 1	CLEAR/GRUB/LANDSCAPE DEMO	14,176	sf
CD-1.0 SITE DEMOLITION PLAN SEQUENCE 1	DEMO CONCRETE/PC PAVEMENT	1,517	sf
CD-1.0 SITE DEMOLITION PLAN SEQUENCE 1	DEMO ASPHALT/AC PAVEMENT	61,140	sf
CD-1.0 SITE DEMOLITION PLAN SEQUENCE 1	DEMO BASKETBALL STAND POLE	15	Count
CD-1.0 SITE DEMOLITION PLAN SEQUENCE 1	SAWCUT/DEMO - FOR SD LINE	1,050	sf
CD-1.0 SITE DEMOLITION PLAN SEQUENCE 1	DEMO CURB	220	ft' in"
CD-1.0 SITE DEMOLITION PLAN SEQUENCE 1	DEMO FENCE/GATE	512	ft' in"
CD-1.0 SITE DEMOLITION PLAN SEQUENCE 1	DEMO GUTTER	32	ft' in"
CD-1.1 SITE DEMOLITION PLAN SEQUENCE 1	DEMO ASPHALT/AC PAVEMENT	14,378	sf
CD-1.1 SITE DEMOLITION PLAN SEQUENCE 1	DEMO PLAY STRUCTURE	1,468	sf

Plan	Description	Quantity	Unit
CD-1.1 SITE DEMOLITION PLAN SEQUENCE 1	DEMO CONCRETE/PC PAVEMENT	4,060	sf
CD-1.1 SITE DEMOLITION PLAN SEQUENCE 1	DEMO POLE	8	Count
CD-1.1 SITE DEMOLITION PLAN SEQUENCE 1	DEMO FENCE/GATE	1,356	ft' in"
CD-1.0 SITE DEMOLITION PLAN SEQUENCE 1	DEMO IRRIGATION CONTROL VAVLE	1	Count
CD-1.1 SITE DEMOLITION PLAN SEQUENCE 1	DEMO BACKFLOW PREVENTER	1	Count
CD-1.1 SITE DEMOLITION PLAN SEQUENCE 1	DEMO ELECTRICAL PULLBOX	1	Count
CD-1.1 SITE DEMOLITION PLAN SEQUENCE 1	DEMO POWER POLE	1	Count
CD-1.1 SITE DEMOLITION PLAN SEQUENCE 1	DEMO ELECTRICAL METER	1	Count
CD-1.1 SITE DEMOLITION PLAN SEQUENCE 1	DEMO IRRIGATION CONTROL VAVLE	3	Count
CD-1.1 SITE DEMOLITION PLAN SEQUENCE 1	DEMO IRRIGATION BOOSTER PUMP	1	Count
CD-1.1 SITE DEMOLITION PLAN SEQUENCE 1	DEMO IRRIGATION TANK	1	Count
CD-1.4 SITE DEMOLITION UTILITY PLAN SEQUENCE 1	DEMO WATER LINE	197	ft' in"
CD-1.4 SITE DEMOLITION UTILITY PLAN SEQUENCE 1	DEMO STORM DRAIN PIPE	18	ft' in"
CD-1.5 SITE DEMOLITION UTILITY PLAN SEQUENCE 1	DEMO WATER LINE	2,510	ft' in"
CD-1.5 SITE DEMOLITION UTILITY PLAN SEQUENCE 1	BACKFILL DUCT BANK W/ SLURRY	390	ft' in"
CD-1.5 SITE DEMOLITION UTILITY PLAN SEQUENCE 1	DEMO FIRE WATER LINE	168	ft' in"
CD-1.5 SITE DEMOLITION UTILITY PLAN SEQUENCE 1	DEMO STORM DRAIN PIPE	77	ft' in"
CD-1.5 SITE DEMOLITION UTILITY PLAN SEQUENCE 1	DEMO ELECTRICAL/TELCOM LINES	475	ft' in"
CD-1.5 SITE DEMOLITION UTILITY PLAN SEQUENCE 1	DEMO BACK FLOW PREVENTER	1	Count

DEMOLITION – SEQUENCE 2

Plan	Description	Quantity	Unit
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO PORTABLES	9,904	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO GARDEN BLDG	987	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO SLAB	987	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL FOOTINGS	378	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL	2,016	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ROOF	1,135	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	BLDG 8	12,012	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO SLAB	12,012	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL FOOTINGS	1,557	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL	8,304	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ROOF	12,613	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	BLDG 7	12,043	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO SLAB	12,043	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL FOOTINGS	1,560	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL	1,560	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ROOF	12,645	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	BLDG 6	10,206	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO SLAB	10,206	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL FOOTINGS	1,371	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL	7,312	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ROOF	10,716	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	BLDG 5	11,084	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO SLAB	11,084	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL FOOTINGS	1,755	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL	9,360	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ROOF	11,638	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	BLDG 4	8,192	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO SLAB	8,192	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL FOOTINGS	1,218	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL	6,496	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ROOF	8,602	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	BLDG 3	8,058	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO SLAB	8,058	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL FOOTINGS	1,182	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL	6,304	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ROOF	8,461	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	BLDG 2	17,156	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO SLAB	17,156	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL FOOTINGS	1,974	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL	11,844	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ROOF	18,872	SF

Plan	Description	Quantity	Unit
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	BLDG 1	7,814	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO SLAB	7,814	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL FOOTINGS	1,674	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL	7,812	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ROOF	7,814	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO STORAGE SHED	221	sf
CD-1.3 SITE DEMOLITION PLAN SEQUENCE 2	DEMO PORTABLES	1,686	sf
CD-1.3 SITE DEMOLITION PLAN SEQUENCE 2	DEMO COVERED WALKWAY/CANOPIES	343	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO WALL	582	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	SAWCUT/DEMO - FOR ELEC LINE	2,963	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	SAWCUT/DEMO - SD LINE	49	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ASPHALT/AC PAVEMENT	56,511	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO CONCRETE/PC PAVEMENT	76,861	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO CONCRETE GUTTER/SWALE	1,938	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO CURB	1,585	ft' in"
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO AUDITORIUM SEATS	2,314	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO PORTABLE RAMP	698	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO LOW WALL	364	sf
CD-1.3 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ASPHALT/AC PAVEMENT	7,257	sf
CD-1.3 SITE DEMOLITION PLAN SEQUENCE 2	DEMO CONCRETE/PC PAVEMENT	3,625	sf
CD-1.3 SITE DEMOLITION PLAN SEQUENCE 2	DEMO CONCRETE BENCH	3	Count
CD-1.3 SITE DEMOLITION PLAN SEQUENCE 2	DEMO FENCE/GATE	196	ft' in"
CD-1.3 SITE DEMOLITION PLAN SEQUENCE 2	DEMO BOLLARD	4	Count
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO COVERED WALKWAY/CANOPIES	19,797	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO FENCE/GATE	1,990	ft' in"
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO TREE	15	Count
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	CLEAR/GRUB/LANDSCAPE DEMO	51,138	sf
CD-1.3 SITE DEMOLITION PLAN SEQUENCE 2	CLEAR/GRUB/LANDSCAPE DEMO	3,264	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ELECTRICAL YARD	1,950	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ELECTRICAL VAULT	3	Count
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO AREA DRAIN	18	Count
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ELECTRICALPULLBOX	34	Count
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO CLEANOUT	10	Count
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO DOWNSPOUT	33	Count
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO GAS VALVE	10	Count
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO WATER VALVE	7	Count
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO IRRIGATION CONTROL VAVLE	15	Count
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO LIGHT POLE	5	Count
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO HOSE BIB	4	Count
CD-1.3 SITE DEMOLITION PLAN SEQUENCE 2	DEMO DOWNSPOUT	5	Count
CD-1.3 SITE DEMOLITION PLAN SEQUENCE 2	DEMO CLEANOUT	4	Count
CD-1.3 SITE DEMOLITION PLAN SEQUENCE 2	DEMO GAS VALVE	4	Count
CD-1.3 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ELECTRICAL VAULT	1	Count
CD-1.6 SITE DEMOLITION UTILITY PLAN SEQUENCE 2	DEMO ELECTRICAL/TELCOM LINES	3,817	ft' in"
CD-1.6 SITE DEMOLITION UTILITY PLAN SEQUENCE 2	DEMO SEWER PIPE	896	ft' in"
CD-1.6 SITE DEMOLITION UTILITY PLAN SEQUENCE 2	DEMO STORM DRAIN PIPE	2,308	ft' in"
CD-1.6 SITE DEMOLITION UTILITY PLAN SEQUENCE 2	DEMO WATER LINE	2,699	ft' in"
CD-1.6 SITE DEMOLITION UTILITY PLAN SEQUENCE 2	DEMO GAS PIPE	768	ft' in"
CD-1.6 SITE DEMOLITION UTILITY PLAN SEQUENCE 2	DEMOP BACKFLOW	1	Count
CD-1.6 SITE DEMOLITION UTILITY PLAN SEQUENCE 2	DEMO FIRE WATER LINE	41	ft' in"
CD-1.6 SITE DEMOLITION UTILITY PLAN SEQUENCE 2	DEMO DOUBLE CHECK ASSEMBLY	1	Count
CD-1.6 SITE DEMOLITION UTILITY PLAN SEQUENCE 2	DEMO LIGHT POLE	1	Count
CD-1.7 SITE DEMOLITION UTILITY PLAN SEQUENCE 2	DEMO ELECTRICAL/TELCOM LINES	493	ft' in"
CD-1.7 SITE DEMOLITION UTILITY PLAN SEQUENCE 2	DEMO SEWER PIPE	134	ft' in"
CD-1.7 SITE DEMOLITION UTILITY PLAN SEQUENCE 2	DEMO WATER LINE	229	ft' in"
CD-1.7 SITE DEMOLITION UTILITY PLAN SEQUENCE 2	DEMO FIRE WATER LINE	108	ft' in"

PRICING

- **SEQUENCE 1 - $ 295,492.00**
  - ***SITE DEMO*** ***- $ 179,355.00***
  - ***LANDSCAPE DEMO*** ***- $ 26,631.00***
  - ***MEP DEMO*** ***- $ 89,506.00***

- **SEQUENCE 2 - $ 3,054,108.00**
  - ***STRUCTURE DEMO - $ 851,374.00***
  - ***STRUCTURE ABATEMENT - $ 1,487,600.00***
  - ***SITE DEMO - $ 389,649.00***
  - ***LANDSCAPE DEMO - $ 99,413.00***
  - ***MEP DEMO - $ 226,072.00***
- ***ALTERNATE 1 – ADDITIONAL TREE DEMO (NOT CLEARLY SHOWN) - $ 1,150/EA***

STATEMENTS OF QUALIFICATION

1. NorthStar Bond Rate is 1.5% (depends on bid amount) of the final contract price (if required). NorthStar is bondable for single contracts in excess of $25,000,000.00 and the Sureties would be willing to consider larger projects.
2. NorthStar Experience Modification Rate is .99.
3. NorthStar has an A Rating on ISNet.

OWNER/AGENT RESPONSIBILTIES

The Owner and/or his designated agent is responsible for providing to NorthStar the following:

1. The owner/agent shall provide site access prior to final award for verification of existing site conditions.
2. The owner/agent shall provide a pre-demolition asbestos/environmental survey prior to the commencement of work.
3. The owner/agent shall provide the necessary owner information and EPA ID Number for AQMD notification and disposal manifest purposes if necessary.
4. The owner/agent is to provide and install all necessary temporary fencing/protection/barricades/railings/pedestrian canopies for the duration of this scope.
5. The owner/agent is to provide and install all necessary street and/or sidewalk closures for the duration of this scope.
6. The owner/agent is responsible for termination of utilities with providing agency as necessary.
7. The owner/agent is responsible to provide safe-off as necessary to complete this scope.
8. The owner/agent shall provide water, power (including assistance to hook up temporary power), and HVAC lockout.
9. The owner/agent is responsible to provide the necessary demolition permits.
10. The owner/agent shall provide adequate staging areas for equipment and dumpsters (dock access).
11. The owner/agent shall remove of trash or tenant items, leaving the area "broom clean", prior to mobilization.
12. The owner/agent shall provide sanitary facilities.
13. The owner/agent shall designate/Identify items to remain and/or salvaged prior to NorthStar mobilization.
14. The owner/agent shall provide parking for workforce.

CONDITIONS

1. This proposal is based on NorthStar being awarded all work under one contract. Price breakdown is for accounting purposes only unless specifically authorized by NorthStar.
2. Adequate staging, laydown, and parking shall be provided for the performance of this work.
3. Areas of demolition to be uniformly dressed using on-site material only. NorthStar has not included the cost for any imports, exports, rough grading, backfill and compaction within this proposal.
4. The owner/GC shall be responsible for the closeout and termination of utility lines that will be affected by this work.
5. Tree removal is limited to stump removal of up to 24 inches below adjacent grade; removal of the root system is not part of this proposal.
6. The quoted price reflects that all work will be done between normal working hours.
7. This proposal is based on two (2) mobilization. Additional mobilizations are $3,500.00 each.
8. All work is Union and/or prevailing wage.
9. This proposal will be part of our contract and is based on the award of all work.
10. If this project is going to be using Textura for payments, we must add .3% of the proposal amount or a max of $3,750.00 to the contract.
11. In the event change order work is to be done, an additional 2.5% will be added to all work for NorthStar CGL Insurance.
12. Retention not to exceed 5% and to be released at the completion of our scope of work.
13. All salvage belongs to NorthStar Contracting Group, Inc. unless noted otherwise on plans or specs.
14. NorthStar assumes all Slabs/Decks are to not be Post Tension construction. In the event Post Tension is encountered NorthStar can remove at an additional cost.
15. NorthStar assumes no Raft Foundation construction. In the event Raft Foundations are encountered NorthStar can remove at an additional cost.
16. Concrete pavement is figured at up to 4” thick.
17. Concrete slab is figured at up to 5” thick.
18. Asphalt pavement is figured at up to 4” thick.
19. Building footings are figured at up to 2’ x 3’.

EXCLUSIONS

Unless specifically included in the scope of work above, excluded items must be provided by others, if required, to ensure the timely completion of our work.

1. Hazardous material removal other than what is specifically listed in this proposal.
2. Third Party monitoring for hazardous material work if necessary.
3. Clearance sampling for hazardous material work if required.
4. BOE and/or King Tax.
5. Liquidated Damages, Indemnifications and/or Consequential Damages.
6. Salvage and/or storage of any items.
7. Permits, deposits and fees other than SCAQMD & OSHA.
8. Removal and/or disposal of any liquid or chemical wastes left behind by former tenants.
9. Delays due to others.
10. Unforeseen conditions.
11. Marking and/or layout.
12. Survey for under slab utilities.

13. Removal of furnishings, equipment and/or debris necessary to access our work.
14. Utility (M/E/P/S) locating, marking, disconnect, cutting and/or capping prior to demolition.
15. Support or protection of existing utilities prior to or during demolition.
16. Removal of any secondary sub-grade slabs unless specifically noted within this proposal.
17. Removal of any caissons, piles, pile caps, and/or piers unless specifically noted within this proposal.
18. Removal of Crushed Miscellaneous Base (CMB) under ac paving and/or concrete.
19. Removal of Waterproofing membranes if encountered.
20. Removal of Petromat if discovered under asphalt paving.
21. Removal of Underground Storage Tanks (USTs).
22. Installation or adjustment of fencing/protection/barricades/railings/pedestrian canopies.
23. Relocation and/or reinstallation of any items.
24. Traffic control and/or encroachment permits for offsite demolition.
25. Dewatering.
26. Trenching for other trades.
27. Earthwork.
28. Chasing of root system extending outside of root ball.
29. Installation and/or maintenance of SWPPP.
30. Protection against inclement weather.
31. Shoring and/or bracing.
32. Parking Fees.

INSURANCE

NorthStar provides comprehensive coverage on a per project and occurrence basis for all of its lines of coverage. NorthStar's primary coverages include CGL with limits of $5 million per occurrence/$10 million aggregate for both ongoing and continuing operations, Automobile Liability with limits of $2 million combined single limit for each accident and Employers' Liability with limits of $1 million per accident. NorthStar also carries Workers Compensation policies in all states. In addition to these primary coverages NorthStar provides Excess Liability coverage with limits of $25 million which follows form to the CGL, Auto and Employer's Liability policies. NorthStar also carries Pollution Liability coverage in the amount of $25M per claim and $25M aggregate as well as Professional Liability coverage in the amount of $5M per Occurrence/Aggregate.

Please do not hesitate to contact me with any questions or concerns at 714-639-7600.

Respectfully submitted,

Tanner Lundstrom

ACCEPTANCE: The above proposal, including Scope of Work, Procedures and Terms and Conditions is hereby accepted. NorthStar Contracting Group, Inc. is authorized to proceed with the work as specified.

Accepted By:

_____ _____

Name Signature

_____ _____

Company Date

VENTERRA ENVIRONMENTAL, INC.

Your Asbestos, Lead, Mold, & Demolition Specialists

3-YEAR AHERA ASBESTOS PRICING

October 30, 2025

CLIENT: **Viola Constructors**
Attn: Robert Viola
5811 Olivas Park Drive, 204
Ventura, CA. 93003

Office: (805) 487-3871

Email: estimating@violainc.com

PROJECT ADDRESS: **Freemont Middle School**
1130 North M Street
Oxnard, CA 93030

Prevailing Wage
DIR # 1000021207
CSLB # 989629
A, C,-22, Asb. Cert
DOSH # 1095

PROJECT NUMBER: **401-VIO**

VenTERRA Environmental, Inc. (VTE) has reviewed the **Tabbara Corporation** **3 Year AHERA Reinspection Report** for Freemont Middle School, dated 4/14/2025. Pricing is being presented for the assumed asbestos containing materials described for each building.

The AHERA Reinspection Report assumes all building materials listed are asbestos containing until asbestos sample testing confirms it is validity or NOT. The AHERA Report also does not require roofing materials, Underground asbestos Transite pipes or other materials not listed. In our experience, over 30 years of abatement work in Ventura County Schools and reviewing AHERA Reports, usually about half of the building materials, when sampled by a Cal/OSHA registered consultant, actually turn out to be asbestos.

Prior to this work commencing, a Comprehensive Pre-Demolition Survey, performed by a Cal/OSHA registered consultant, will be required by Ventura County Air Pollution Control District. Sign-off from the VCAPCD will also be required prior to obtaining the Demolition Permit.

The pricing presented on the following pages include estimated Prevailing Wage Rates, VCAPCD Fees and material costs. Waste bin placement and accessibility on campus was assumed to be free and clear at each building. Water and electrical power would also be available on site.

Addendum 1 is acknowledged.

***OFFICE BLDG:**

MATERIALS	LOCATION(S)	QTY (SQFT)	FRIABLE/ NF	ASBESTOS
2'x2' Acoustical ceiling Panel	Throughout	4700	F	Assumed
Drywall & Joint Compound	Throughout	3000	NF/F	Assumed
4" Grey Baseboard Mastic	Throughout	300 (lnft)	NF	Assumed
Mastic Associated with Carpet	Throughout	4500	NF	Assumed
9"x9" Cream Resilient Floor Tile & Mastic	Nurse Office, Office	240	NF	Assumed
Exterior Stucco	Exterior	2850	NF	Assumed
9"x9" Cream Resilient Floor Tile & Mastic(Under Carpet)	Front Office, Security Desk	4500	NF	Assumed
6" Black Baseboard & Mastic	Copy Area(Nurse Office)	30 (lnft)	NF	Assumed

TOTAL BLDG ABATEMENT COST: $169,290.00

***LIBRARY BLDG:**

MATERIALS	LOCATION(S)	QTY (SQFT)	FRIABLE/ NF	ASBESTOS
2'x4' Acoustical ceiling Panel	Library	2700	F	Assumed
Drywall & Joint Compound	Library	1010	NF/F	Assumed
9"x9" Cream Resilient Floor Tile & Mastic	Library	2700	NF	Assumed
Exterior Stucco	Exterior	2000	NF	Assumed
Plaster Walls	Restrooms	140	NF	Assumed

TOTAL BLDG ABATEMENT COST: $83,230.00

***Kitchen, Cafeteria, Staff Lounge Building:**

MATERIALS	LOCATION(S)	QTY (SQFT)	FRIABLE/ NF	ASBESTOS
2'x4' Acoustical ceiling Panel	Staff Lounge, Cafeteria	11650	F	Assumed
2'x2' Acoustical ceiling Panel	Kitchen	1640	F	Assumed
Drywall & Joint Compound	Throughout	7000	NF/F	Assumed
4" Baseboard Mastic	Staff Lounge, Cafeteria	560 (lnft)	NF	Assumed
12"x12" Cream Resilient Floor Tile & Mastic	Cafeteria, Kitchen	12120	NF	Assumed
Vinyl Sheet Flooring & Mastic	Staff Lounge	550	F	Assumed
Mastic Associated with Carpet	Staff Lounge	620	NF	Assumed
Exterior Stucco	Exterior	6000	NF	Assumed
6" Black Baseboard Mastic	Kitchen	170 (lnft)	NF	Assumed

TOTAL BLDG ABATEMENT COST: $282,440.00

*P.E & LOCKER ROOMS BLDG:

MATERIALS	LOCATION(S)	QTY (SQFT)	FRIABLE/ NF	ASBESTOS
2'x4' Acoustical ceiling Panel	PE Offices, Boys & Girls LockerRooms, Hallways In PE Gym, Boys & Girls Restrooms	6000	F	Assumed
12'x12' Acoustical ceiling tile and mastic	PE Gym	2800	F	Assumed
Drywall & Joint Compound	PE Offices & PE Gym	3100	NF/F	Assumed
Plaster Walls	Boys & Girls Locker Rooms	4000	NF	Assumed
9"x9" Brown Resilient Floor Tile & Mastic	PE Offices & PE Gym	3400	NF	Assumed
Window Putty	Exterior	620 (lnft)	F	Assumed
Exterior Stucco	Exterior	5600	NF	Assumed

TOTAL BLDG ABATEMENT COST: $219,880.00

*Building: #2 (202, 203, 205, 206, 207):

MATERIALS	LOCATION(S)	QTY (SQFT)	FRIABLE/ NF	ASBESTOS
2'x4' Acoustical ceiling Panel	Rooms 202, 203, 205,206, 207	2100	F	Assumed
Drywall & Joint Compound	Rooms 202, 203, 205,206,207	4000	NF/F	Assumed
4" Baseboard Mastic	Rooms 206 & 207	260 (lnft	NF	Assumed
6" Baseboard Mastic	Rooms 203, 205, 206,207	480 (lnft)	NF	Assumed
Mastic Associated with Carpet	207	400	NF	Assumed
12"x12" Acoustical Ceiling Tile & Mastic	Rooms 203, 205, 206,207	450	F	Assumed
12"x12" Cream Resilient Floor Tile & Mastic	Room 206	830	NF	Assumed
12"x12" Brown Resilient Floor Tile & Mastic	Rooms 203 & 205	800	NF	Assumed
Exterior Stucco	Exterior	6000	NF	Assumed

TOTAL BLDG ABATEMENT COST: $154,875.00

***Building: #3 (301-305 & 307):**

MATERIALS	LOCATION(S)	QTY (SQFT)	FRIABLE/ NF	ASBESTOS
2'x4' Acoustical ceiling Panel	Rooms 301-305 & 307	8690	F	Assumed
Drywall & Joint Compound	Rooms 301-305 & 307	8000	NF/F	Assumed
12"x12" Blue Resilient Floor Tile & Mastic	Rooms 301-305 & 307	7900	NF	Assumed
12"x12" Dark Blue Resilient Floor Tile & Mastic	Rooms 301-305 & 307	800	NF	Assumed
4" Blue Baseboard Mastic	Rooms 301-305 & 307	800 (lnft)	NF	Assumed
Exterior Stucco	Exterior	4300	NF	Assumed

TOTAL BLDG ABATEMENT COST: $243,380.00

***Building: #4 (401, 401A, 402, 403):**

MATERIALS	LOCATION(S)	QTY (SQFT)	FRIABLE/ NF	ASBESTOS
2'x4' Acoustical ceiling Panel	Rooms 401,401A,402,403	6000	F	Assumed
Drywall & Joint Compound	Rooms 401, 401A, 402,403 B & G Restroom	10000	NF/F	Assumed
12"x12" Blue Resilient Floor Tile & Mastic	Rooms 401,401A,402,403	5700	NF	Assumed
12"x12" Dark Blue Floor Tile & Mastic	Rooms 401,401A,402,403	900	NF	Assumed
4" Blue Baseboard Mastic	Rooms 401,401A,402,403	1200(lnft)	NF	Assumed
Exterior Stucco	Exterior	4300	NF	Assumed
Plaster	Storage	1200	NF	Assumed

TOTAL BLDG ABATEMENT COST: $222,715.00

*** Building: #6 (601-609):**

MATERIALS	LOCATION(S)	QTY (SQFT)	FRIABLE/ NF	ASBESTOS
2'x4' Acoustical ceiling Panel	Rooms 601, 609	10800	F	Positive
Drywall & Joint Compound	Rooms 601, 609	11340	NF/F	Positive
4" Blue Baseboard Mastic	Rooms 601, 609	1200 (lnft)	NF	Assumed
12"x12" Blue Resilient Floor Tile & Mastic	Rooms 60 - 604, 606,608,609	10000	NF	Assumed
12"x12" Dark Blue Resilient Floor Tile & Mastic	Rooms 60 - 604, 606,608,619	1080	NF	Assumed
Mastic Associated with Carpet	Rooms 605 & 607	2400	NF	Assumed
Exterior Stucco	Exterior	4200	NF	Positive
Plaster	Storage	1500	NF	Assumed

TOTAL BLDG ABATEMENT COST: $301,745.00

***Building: #7 (701-710):**

MATERIALS	LOCATION(S)	QTY (SQFT)	FRIABLE/ NF	ASBESTOS
2'x4' Acoustical ceiling Panel	Rooms 701-710, Staff Lounge	13000	F	Assumed
Drywall & Joint Compound	Rooms 701-710, Staff Lounge, B & G Restoom	14500	NF/F	Positive
4" Blue Baseboard Mastic	Rooms 701-710, Staff Lounge	1250 (lnft)	NF	Assumed
12"x12" Blue Resilient Floor Tile & Mastic	Rooms 701-710, Staff Lounge	11500	NF	Assumed
2"x12" Dark Blue Floor Tile & Mastic	Rooms 701-710, Staff Lounge	1300	NF	Assumed
Exterior Stucco	Exterior	4300	NF	Assumed
Plaster	Storage & Electrical Room	500	NF	Assumed

TOTAL BLDG ABATEMENT COST: $287,825.00

Building: #8 (801-810):

MATERIALS	LOCATION(S)	QTY (SQFT)	FRIABLE/ NF	ASBESTOS
2'x4' Acoustical ceiling Panel	Rooms 801-810	12000	F	Assumed
Drywall & Joint Compound	Rooms 801-810, Boys & Girls Restoom	14000	NF/F	Assumed
4" Blue Baseboard Mastic	Rooms 801-810	1200 (lnft)	NF	Assumed
12"x12" Blue Resilient Floor Tile & Mastic	Rooms 801-810	10800	NF	Assumed
12"x12" Dark Blue Resilient Floor Tile & Mastic	Rooms 801-810	1250	NF	Assumed
Exterior Stucco	Exterior	4160	NF	Assumed
Plaster	Storage & Electrical Room	350	NF	Assumed

TOTAL BLDG ABATEMENT COST: $295,165.00

Building: #9 (901-908):

MATERIALS	LOCATION(S)	QTY (SQFT)	FRIABLE/ NF	ASBESTOS
2'x4' Acoustical ceiling Panel	Rooms 901-908	7630	F	Assumed
6" Black Baseboard Mastic	Rooms 901-908	1040 (lnft)	NF	Assumed
12"x12" Blue Resilient Floor Tile & Mastic	Rooms 901-908	7360	NF	Assumed

TOTAL BLDG ABATEMENT COST: $118,700.00

*** Building: Portables (1201-1205):**

MATERIALS	LOCATION(S)	QTY (SQFT)	FRIABLE/ NF	ASBESTOS
Drywall & Joint Compound	Rooms 1201-1204	2670	NF/F	Assumed
Wainscot Mastic	Rooms 1201-1204	560	NF	Assumed
4" Black Baseboard Mastic	Rooms 1201-1205	460 (lnft)	NF	Assumed
12"x12" Blue Resilient Floor Tile & Mastic	Rooms 1201-1204	2680	NF	Assumed
12"x12" Beige Resilient Floor Tile & Mastic	Rooms 1205	20	NF	Assumed
Vinyl Sheet Flooring Mastic	Rooms 1201-1204	120	F	Assumed
Mastic Associated with Carpet	Rooms 1205	900	NF	Assumed

TOTAL BLDG ABATEMENT COST: $88,460.00

TOTAL COST:.....$ 2,467,705.00

If you have any questions please feel free to contact us at any time.

Respectfully,

Larry Jones
Project Manager
Larry@VTenv.com
Cell: 805-377-7794

Jose Moreno
Project Manager
jose@vtenv.com
cell: 805-889-8438

Demolition

STANDARD DEMOLITION

DEMOLITION CONTACTORS

Fremont Middle School Demolition
10/29/25

Standard Demolition proposes to:

Demolish and remove all structures, paving, landscaping, trees, utilities. Fencing, and all other items noted for removal on demolition plan sheets CD-1.0 through CD-1.7.

(4) move ons
Prevailing wages included
All scrap rights to Standard Demolition

Does not Include:
Removal of asphalt that contains petromat
Layout for saw cuts
Hazardous materials detection or removal
Backfill or compaction
Permits
SWPPP or BMPs
Barricades, temp fences, or protective covers
Capping or disconnecting utilities or storm drains
Salvage for others

Bid Amount.....$850,000

Nort Colborn
Email nort@standard1.com
Cell 805-207-6140 CA DIR 1000047290

October 29, 2025 Proposal Number: 25-0511

Client: Estimating
Phone: 805-487-3871
Email: estimating@violainc.com

Viola Inc.
5811 Olivas Park Dr Suite 204
Ventura, CA 93003

Project Name: Fremont Middle School
18 Crow Canyon Ct,
San Ramon, CA 94583

Integrated Demolition and Remediation (IDR) respectfully submits the following proposal for the above referenced project for your consideration.

Documents: Bid set prepared by VCA Engineers and dated 01/17/2025.	1. Drawings CD1.0 – CD1.7 2. AHERA 3-Year asbestos Reinspection Report

Scope of work:	
Prepare a pre-demolition survey	
Asbestos Scope of Work: • Removal and disposal of ACM from the building including acoustical ceilings, drywall and joint compound, floor tile, exterior stucco, plaster walls, vinyl sheet flooring, window putty, mastics, etc. • File SC AQMD notification	
Demolition Scope of Work: • Building demolition includes the removal of structures onsite including walls, roofs, footings, slabs, etc. o Slabs are assumed to be up to 6” thick. o Perimeter footings up to 24” below grade are included. Footings up to 24” wide are included. o IDR is assuming all materials on asbestos report to be removed prior to demolition starting. • Site demolition includes the removal and disposal of AC and concrete paving, curbs, gutters, trees, clear and grub, trees, chain link fence, building canopies, underground utilities, etc. o Concrete paving is assumed up to 4” thick. o AC paving is assumed to be up to 4” thick. o AC paving to be free of any petromat. o **IDR is not including the removal of any base.**	
Demolition:	**$1,530,800.00**
Asbestos Abatement:	**$1,110,000.00**

Conditions and Assumptions:

- This proposal is lump sum and may be broken out for accounting purposes only.

- This proposal is based on **Prevailing** Wages during normal business working hours and includes one (1) mobilization. Additional mobilizations will be billed at $1,500 + equipment deliveries.
- IDR reserves the right to salvage all items onsite.

Exclusions: The following are excluded from this proposal unless explicitly included above.

- **Permit Acquisition, Fees, and Legal Compliance:** Costs associated with obtaining necessary permits, fees payable to local authorities, and costs associated with compliance with new laws or regulations that come into effect after the proposal is accepted.
- **Utility Disconnections and Relocation:** Disconnection and relocation of utilities such as gas, water, electricity, and telecommunications. The client is responsible for ensuring all utilities are safely disconnected and capped prior to work. Removal of underground utilities limited to 5' below grade.
- **Hazardous Material and Special Conditions:** Removal and disposal of asbestos, hazardous materials, and handling of materials like asphalt with Petromat fabric or concrete plastic below asphalt, unless specified.
- **Structural and Engineering Services:** Structural engineering assessments, bracing, underpinning, engineering services, staking, and layout related to demolition.
- **Subsurface and Unforeseen Conditions:** Issues related to unknown subsurface conditions, unforeseen conditions such as buried pipes, cables, or foundations, and any other unforeseen site conditions.
- **Salvage Rights and Salvage for Others:** Any salvage rights for materials found on the site, and salvaging materials for others unless explicitly agreed upon in writing.
- **Environmental and Post Demolition Site Work:** Environmental assessments, remediation, erosion control, grading, import/export of materials, SWPPP (Stormwater Pollution Prevention Plan) implementation, BMP's, and any other post-demolition environmental or site work.
- **Site Security and Services:** Providing site security, fencing, site services, and other related services during non-working hours.
- **Excavation and Related Work:** Excavation, shoring, lagging, dewatering, and related works unless specified in the contract.
- **Weather-Related Issues and Protection:** Delays and additional costs arising from unforeseen weather conditions and provision of weather protection.
- **Neighbor or Third-Party Claims:** Claims or damages made by neighbors or third parties as a result of demolition activities.
- **Specialty Insurance and Bonding:** Specialty insurance items not listed in this proposal and bonding costs.
- **Off-Site Work:** Any work performed off-site.
- **Standby Time:** Any standby time due to owner/contractor delays.
- **Pedestrian and Property Protection:** Installation of pedestrian canopies, barricades, protective covers, and other measures to protect property and the public.
- **Liquidated Damages:** Any liquidated damages or penalties for delays or non-performance.
- **Additional Work or Materials:** Any work or materials not explicitly outlined in the 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.
Regards,

Daniel Macias
Estimator
daniel@idrdemo.com
(951) 870-8110

INTERIOR DEMOLITION, INC.
DEMOLITION · ABATEMENT · EARTHWORK
LIC# 603409 · (818) 249.4932

Corporate Office
23508 Pine Street
Newhall, California 91321
www.interiordemolition.net

PROPOSAL

October 30, 2025

Between the Owner: **Viola Inc.**

And the Contractor: **Interior Demolition, Inc.**
23508 Pine Street
Newhall, California 91321
United States
CSLB# 603409
818.249.4932

For the Project: **Fremont Middle School Demolition**

Scope of Work:

- **Building Demolition:**

Complete demolition and removal of all above-grade structures, including framing, walls, roofing, and associated architectural feature, **per the provided demolition plans**. .

- **Site Demolition:**

Demolition and removal of existing concrete foundations, footings, and walkways within the project limits, **as shown on the provided demolition plans**. All excavated materials will be removed from the site and disposed of at an approved facility. Utility disconnections and protection of remaining structures will be coordinated per project requirements.

- **Hazardous Material Abatement:**
  Identification, containment, and removal of hazardous materials, including but not limited to asbestos-containing materials (ACM) as identified in the hazardous materials survey. All abatement work will be performed in accordance with federal, state, and local regulations by certified personnel.

- **Final Grading:**

Upon completion of demolition and debris removal, the site will be left with a **rough, level-graded surface** suitable for future development activities. No fine grading, compaction testing, or soil stabilization is

included unless otherwise specified.

All project addendum's issued to date are acknowledged and incorporated into this scope of work.

Exclusions

- Site fencing and perimeter security.
- Securing and payment of any and all required permits.
- Procurement of traffic control devices or materials for work performed within the public right-of-way.
- Import or export of soil or materials.
- Utility disconnections, relocations, or terminations.
- Erosion control and BMP installation or maintenance.
- New construction, site improvements, or restoration work beyond demolition scope.
- Excluding Performance of removal note 3 on sheet# CD-1.1
- Excluding any/all offsite demolition items

TERMS AND CONDITIONS:

- Proposal Validity
  - This proposal is valid for 90 days and is subject to price adjustments based on material and labor cost fluctuations.

- Compliance & Safety Standards
  - Interior Demolition, Inc. will comply with all federal, state, and local regulations, including but not limited to:
  - California Building Code
  - OSHA & Cal/OSHA Safety Standards
  - EPA & SCAQMD Fire Cleanup Regulations
  - Hazardous Material Handling Laws (If Applicable and Approved)
  - State and Local Environmental Compliance Rules

- Unforeseen Conditions & Additional Work
  - •Any hidden hazardous materials, structural deficiencies, or additional requirements not outlined in the original scope will require a Change Order with additional costs.

- Project Delays & Force Majeure
  - •Interior Demolition, Inc. is not liable for delays caused by:

•Permit processing issues
•Acts of God (natural disasters, extreme weather)
•Supply chain disruptions affecting materials or equipment
•Regulatory or agency delays beyond contractor control

- Indemnification & Liability
  •Interior Demolition, Inc. shall carry general liability and workers' compensation insurance for all personnel on-site.
  •The client agrees to indemnify and hold harmless Interior Demolition, Inc. against any claims related to pre-existing hazardous conditions, regulatory compliance penalties, or site access issues beyond our control.

- Dispute Resolution & Legal Fees
  •In the event of a contract dispute, both parties agree to first seek mediation or arbitration before pursuing legal action.
  •In any litigation or arbitration, the prevailing party shall be entitled to recover reasonable attorney's fees and litigation expenses.

PAYMENT TERMS

• Progress Payments: Payments will be made based on the percentage of work completed.

1. Final Payment: Due upon satisfactory completion and agency sign-off. EXCLUSIONS

The following items are excluded from this proposal unless specifically included in the Scope of Work section or noted as a separate line item:

- Prevailing Wages – This proposal excludes prevailing wages unless specifically noted and agreed upon in writing.

- Permits & Bonds – Unless specifically stated, permits, regulatory fees, and bonds are the responsibility of the client.

- Traffic Control & Road Closures – Any required lane closures, sidewalk barricades, or city-mandated traffic control must be provided by others.

- Hazardous Material Abatement –
  •This proposal excludes the removal of hazardous materials such as asbestos, lead-based paint, mold, PCB materials, or underground fuel tanks unless explicitly included as a line item in the pricing section.
  •If hazardous materials are encountered and abatement is required, a separate Change Order must be approved before proceeding.

- Unforeseen Subsurface Conditions –
  •Any buried foundations, underground storage tanks, abandoned utilities, or soil contamination beyond visual inspection will require a Change Order.

- Testing & Inspection Fees –
  - •Soil sampling, hazardous material testing, and structural inspections are the responsibility of the client unless otherwise agreed.

- Temporary Services & Utilities –
  - •Water, power, and sanitation facilities for the duration of the project must be provided by the client or municipality.

- Security & Site Protection –
  - •Site security, fencing, or 24-hour monitoring is not included unless specifically noted.

- Off-Site Work –
  - • Any grading, debris removal, or remediation beyond the project boundary is excluded.

- Post-Demolition Landscaping & Hardscaping –
  - •No new construction, paving, or planting is included.

- Weather-Related Delays & Costs –
  - •Additional costs for delays caused by extreme weather, flooding, or emergency response mandates will be addressed via Change Orders.

1. Legal & Environmental Liabilities –
   - •Any penalties, fees, or environmental compliance violations caused by pre-existing site conditions are the responsibility of the client.

2. Job Site Damage Due to Heavy Equipment –
   - • Interior Demolition, Inc. (IDI) is not responsible for any damage around the job site caused by heavy equipment. This includes but is not limited to damage to:
   - • Sidewalks, driveways, curbs, roadways, underground utilities, landscaping, neighboring structures, or adjacent properties.

   •Any repairs to such areas are the sole responsibility of the client unless otherwise agreed upon in writing.

Project Totals:

Name	Description	Total Cost
Category 1		
Demolition		
Building Demolition Sequence 1		$115,817.00
Building Demolition Sequence 2		$1,035,915.00
ACM Abatement		$1,385,500.00
Demolition Subtotal:		$2,537,232.00
Grand Total		**$2,537,232.00**

Acceptance of Agreement

Acceptance on this_____ day of _____, 20___.

_____	_____
Name	Owner Name
_____	_____
Contractor Signature	Owner Signature

NorthStar Contracting Group, Inc.

13320 Cambridge Street
Santa Fe Springs, CA 90670
Office: 714.639.7600
www.northstar.com

PROPOSAL

October 30, 2025 Bid #: DB25-347

Mr. Bryan Szal
Viola Inc.
5811 Olivas Park Dr.
Ventura, CA 93003

Project:	**Fremont Middle School**
	Oxnard, CA
Scope of Work:	**Abatement and Demolition**
Bid Documents:	**Plans and Specs**
Addenda:	**1**

Dear Mr. Contact Name,

Thank you for the opportunity to provide our quotation for the above referenced project. We propose to furnish all labor, material, equipment and disposal necessary to perform the abatement and demolition scope of work in accordance with all existing S.C.A.Q.M.D. /E.P.A. /O.S.H.A. rules and regulations. NorthStar Contracting Group, Inc. is committed to complying with the safety, schedule, and logistical requirements of the project.

SCOPE OF WORK

NorthStar Contracting Group, Inc. will provide all labor, material, and equipment to perform the following scope of work based on DSA Plans dated 1.17.25, AHERA Reinspection Report dated 4.23.25, and current site conditions:

ABATEMENT

Description	Quantity	Unit
Office Building:		
2'x2' Acoustical Ceiling Panel	4,700	SF
Drywall & Joint Compound	3,000	SF
4" Grey Baseboard Mastic	102	SF
Mastic Associated with Carpet	4,500	SF
9"x9" Cream Resilient Floor Tile & Mastic	240	SF
Exterior Stucco	2,850	SF
9"x9" Cream Resilient Floor Tile & Mastic (Under Carpet)	4,500	SF
6" Black Baseboard & Mastic	15	SF

Description	Quantity	Unit
Library Building:		
2'x4' Acoustical Ceiling Panel	2,700	SF
Drywall & Joint Compound	1,010	SF
9"x9" Cream Resilient Floor Tile & Mastic	2,700	SF
Exterior Stucco	2,000	SF
Plaster Walls	140	SF
Kitchen, Cafeteria, Staff Lounge Building:		
2'x4' Acoustical Ceiling Panel	11,650	SF
2'x2' Acoustical Ceiling Panel	1,640	SF
Drywall & Joint Compound	7,000	SF
4" Baseboard Mastic	190	SF
12"x12" Cream with Streaks Resilient Floor Tile & Mastic	12,120	SF
Vinyl Sheet Flooring & Mastic	550	SF
Mastic Associated with Carpet Mastic	620	SF
Exterior Stucco	6,000	SF
6" Black Baseboard Mastic	85	SF
P.E. & Locker Rooms Building:		
2'x4' Acoustical Ceiling Panel	6,000	SF
12"x12" Acoustical Ceiling Tile & Mastic	2,800	SF
Drywall & Joint Compound	3,100	SF
Plaster Walls	4,000	SF
9"x9" Brown Resilient Floor Tile & Mastic	3,400	SF
Window Putty	620	LF
Exterior Stucco	5,600	SF
Building: #2 (202, 203, 205, 206, 207)		
2'x4' Acoustical Ceiling Panel	2,100	SF
Drywall & Joint Compound	4,000	SF
4" Baseboard Mastic	88	SF
6" Baseboard Mastic	240	SF
Mastic Associated With Carpet Mastic	400	SF
12"x12" Acoustical Ceiling Tile & Mastic	450	SF
12"x12" Cream Resilient Floor Tile & Mastic	830	SF
12"x12" Brown Resilient Floor Tile & Mastic	800	SF
Exterior Stucco	6,000	SF
Building: #3 (301-305 & 307)		
2'x4' Acoustical Ceiling Panel	8,690	SF
Drywall & Joint Compound	8,000	SF
12"x12" Blue Resilient Floor Tile & Mastic	7,900	SF
12"x12" Dark Blue Resilient Floor Tile & Mastic	800	SF
4" Blue Baseboard Mastic	272	SF
Exterior Stucco	4,300	SF
Building: #4 (401, 401A, 402, 403)		
2'x4' Acoustical Ceiling Panel	6,600	SF
Drywall & Joint Compound	10,000	SF
12"x12" Blue Resilient Floor Tile & Mastic	5,700	EA
12"x12" Dark Blue Resilient Floor Tile & Mastic	900	EA
4" Blue Baseboard Mastic	408	SF
Exterior Stucco	4,300	SF
Plaster Walls	1,200	SF

Description	Quantity	Unit
Building: #6 (601-609)		
2'x4' Acoustical Ceiling Panel	10,800	SF
Drywall & Joint Compound	11,340	SF
4" Blue Baseboard Mastic	408	SF
12"x12" Blue Resilient Floor Tile & Mastic	10,000	SF
12"x12" Dark Blue Resilient Floor Tile & Mastic	1,080	SF
Mastic Associated With Carpet Mastic	2,400	SF
Exterior Stucco	4,200	SF
Plaster Walls	1,500	SF
Building: #7 (701-710)		
2'x4' Acoustical Ceiling Panel	13,000	SF
Drywall & Joint Compound	14,500	SF
4" Blue Baseboard Mastic	425	SF
12"x12" Blue Resilient Floor Tile & Mastic	11,500	SF
12"x12" Dark Blue Resilient Floor Tile & Mastic	1,300	SF
Exterior Stucco	4,300	SF
Plaster Walls	500	SF
Building: #8 (801-810)		
2'x4' Acoustical Ceiling Panel	12,000	SF
Drywall & Joint Compound	14,000	SF
4" Blue Baseboard Mastic	408	SF
12"x12" Blue Resilient Floor Tile & Mastic	10,800	SF
12"x12" Dark Blue Resilient Floor Tile & Mastic	1,250	SF
Exterior Stucco	4,160	SF
Plaster Walls	350	SF
Building: #9 (901-908)		
2'x4' Acoustical Ceiling Panel	7,360	SF
6" Black Baseboard Mastic	520	SF
12"x12" Blue Resilient Floor Tile & Mastic	7,360	SF
Building: Portables (1201-1205)		
Drywall & Joint Compound	2,670	SF
Wainscot Mastic	560	SF
4" Black Baseboard Mastic	156	SF
12"x12" Blue Resilient Floor Tile & Mastic	2,680	SF
12"x12" Beige Resilient Floor Tile & Mastic	20	SF
Vinyl Sheet Flooring Mastic	120	SF
Mastic Associated with Carpet Mastic	900	SF

DEMOLITION – SEQUENCE 1

Plan	Description	Quantity	Unit
CD-1.0 SITE DEMOLITION PLAN SEQUENCE 1	CLEAR/GRUB/LANDSCAPE DEMO	14,176	sf
CD-1.0 SITE DEMOLITION PLAN SEQUENCE 1	DEMO CONCRETE/PC PAVEMENT	1,517	sf
CD-1.0 SITE DEMOLITION PLAN SEQUENCE 1	DEMO ASPHALT/AC PAVEMENT	61,140	sf
CD-1.0 SITE DEMOLITION PLAN SEQUENCE 1	DEMO BASKETBALL STAND POLE	15	Count
CD-1.0 SITE DEMOLITION PLAN SEQUENCE 1	SAWCUT/DEMO - FOR SD LINE	1,050	sf
CD-1.0 SITE DEMOLITION PLAN SEQUENCE 1	DEMO CURB	220	ft' in"
CD-1.0 SITE DEMOLITION PLAN SEQUENCE 1	DEMO FENCE/GATE	512	ft' in"
CD-1.0 SITE DEMOLITION PLAN SEQUENCE 1	DEMO GUTTER	32	ft' in"
CD-1.1 SITE DEMOLITION PLAN SEQUENCE 1	DEMO ASPHALT/AC PAVEMENT	14,378	sf
CD-1.1 SITE DEMOLITION PLAN SEQUENCE 1	DEMO PLAY STRUCTURE	1,468	sf

Plan	Description	Quantity	Unit
CD-1.1 SITE DEMOLITION PLAN SEQUENCE 1	DEMO CONCRETE/PC PAVEMENT	4,060	sf
CD-1.1 SITE DEMOLITION PLAN SEQUENCE 1	DEMO POLE	8	Count
CD-1.1 SITE DEMOLITION PLAN SEQUENCE 1	DEMO FENCE/GATE	1,356	ft' in"
CD-1.0 SITE DEMOLITION PLAN SEQUENCE 1	DEMO IRRIGATION CONTROL VAVLE	1	Count
CD-1.1 SITE DEMOLITION PLAN SEQUENCE 1	DEMO BACKFLOW PREVENTER	1	Count
CD-1.1 SITE DEMOLITION PLAN SEQUENCE 1	DEMO ELECTRICAL PULLBOX	1	Count
CD-1.1 SITE DEMOLITION PLAN SEQUENCE 1	DEMO POWER POLE	1	Count
CD-1.1 SITE DEMOLITION PLAN SEQUENCE 1	DEMO ELECTRICAL METER	1	Count
CD-1.1 SITE DEMOLITION PLAN SEQUENCE 1	DEMO IRRIGATION CONTROL VAVLE	3	Count
CD-1.1 SITE DEMOLITION PLAN SEQUENCE 1	DEMO IRRIGATION BOOSTER PUMP	1	Count
CD-1.1 SITE DEMOLITION PLAN SEQUENCE 1	DEMO IRRIGATION TANK	1	Count
CD-1.4 SITE DEMOLITION UTILITY PLAN SEQUENCE 1	DEMO WATER LINE	197	ft' in"
CD-1.4 SITE DEMOLITION UTILITY PLAN SEQUENCE 1	DEMO STORM DRAIN PIPE	18	ft' in"
CD-1.5 SITE DEMOLITION UTILITY PLAN SEQUENCE 1	DEMO WATER LINE	2,510	ft' in"
CD-1.5 SITE DEMOLITION UTILITY PLAN SEQUENCE 1	BACKFILL DUCT BANK W/ SLURRY	390	ft' in"
CD-1.5 SITE DEMOLITION UTILITY PLAN SEQUENCE 1	DEMO FIRE WATER LINE	168	ft' in"
CD-1.5 SITE DEMOLITION UTILITY PLAN SEQUENCE 1	DEMO STORM DRAIN PIPE	77	ft' in"
CD-1.5 SITE DEMOLITION UTILITY PLAN SEQUENCE 1	DEMO ELECTRICAL/TELCOM LINES	475	ft' in"
CD-1.5 SITE DEMOLITION UTILITY PLAN SEQUENCE 1	DEMO BACK FLOW PREVENTER	1	Count

DEMOLITION – SEQUENCE 2

Plan	Description	Quantity	Unit
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO PORTABLES	9,904	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO GARDEN BLDG	987	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO SLAB	987	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL FOOTINGS	378	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL	2,016	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ROOF	1,135	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	BLDG 8	12,012	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO SLAB	12,012	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL FOOTINGS	1,557	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL	8,304	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ROOF	12,613	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	BLDG 7	12,043	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO SLAB	12,043	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL FOOTINGS	1,560	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL	1,560	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ROOF	12,645	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	BLDG 6	10,206	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO SLAB	10,206	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL FOOTINGS	1,371	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL	7,312	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ROOF	10,716	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	BLDG 5	11,084	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO SLAB	11,084	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL FOOTINGS	1,755	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL	9,360	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ROOF	11,638	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	BLDG 4	8,192	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO SLAB	8,192	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL FOOTINGS	1,218	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL	6,496	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ROOF	8,602	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	BLDG 3	8,058	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO SLAB	8,058	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL FOOTINGS	1,182	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL	6,304	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ROOF	8,461	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	BLDG 2	17,156	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO SLAB	17,156	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL FOOTINGS	1,974	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL	11,844	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ROOF	18,872	SF

Plan	Description	Quantity	Unit
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	BLDG 1	7,814	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO SLAB	7,814	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL FOOTINGS	1,674	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO EXTERIOR WALL	7,812	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ROOF	7,814	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO STORAGE SHED	221	sf
CD-1.3 SITE DEMOLITION PLAN SEQUENCE 2	DEMO PORTABLES	1,686	sf
CD-1.3 SITE DEMOLITION PLAN SEQUENCE 2	DEMO COVERED WALKWAY/CANOPIES	343	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO WALL	582	SF
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	SAWCUT/DEMO - FOR ELEC LINE	2,963	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	SAWCUT/DEMO - SD LINE	49	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ASPHALT/AC PAVEMENT	56,511	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO CONCRETE/PC PAVEMENT	76,861	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO CONCRETE GUTTER/SWALE	1,938	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO CURB	1,585	ft' in"
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO AUDITORIUM SEATS	2,314	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO PORTABLE RAMP	698	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO LOW WALL	364	sf
CD-1.3 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ASPHALT/AC PAVEMENT	7,257	sf
CD-1.3 SITE DEMOLITION PLAN SEQUENCE 2	DEMO CONCRETE/PC PAVEMENT	3,625	sf
CD-1.3 SITE DEMOLITION PLAN SEQUENCE 2	DEMO CONCRETE BENCH	3	Count
CD-1.3 SITE DEMOLITION PLAN SEQUENCE 2	DEMO FENCE/GATE	196	ft' in"
CD-1.3 SITE DEMOLITION PLAN SEQUENCE 2	DEMO BOLLARD	4	Count
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO COVERED WALKWAY/CANOPIES	19,797	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO FENCE/GATE	1,990	ft' in"
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO TREE	15	Count
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	CLEAR/GRUB/LANDSCAPE DEMO	51,138	sf
CD-1.3 SITE DEMOLITION PLAN SEQUENCE 2	CLEAR/GRUB/LANDSCAPE DEMO	3,264	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ELECTRICAL YARD	1,950	sf
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ELECTRICAL VAULT	3	Count
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO AREA DRAIN	18	Count
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ELECTRICALPULLBOX	34	Count
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO CLEANOUT	10	Count
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO DOWNSPOUT	33	Count
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO GAS VALVE	10	Count
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO WATER VALVE	7	Count
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO IRRIGATION CONTROL VAVLE	15	Count
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO LIGHT POLE	5	Count
CD-1.2 SITE DEMOLITION PLAN SEQUENCE 2	DEMO HOSE BIB	4	Count
CD-1.3 SITE DEMOLITION PLAN SEQUENCE 2	DEMO DOWNSPOUT	5	Count
CD-1.3 SITE DEMOLITION PLAN SEQUENCE 2	DEMO CLEANOUT	4	Count
CD-1.3 SITE DEMOLITION PLAN SEQUENCE 2	DEMO GAS VALVE	4	Count
CD-1.3 SITE DEMOLITION PLAN SEQUENCE 2	DEMO ELECTRICAL VAULT	1	Count
CD-1.6 SITE DEMOLITION UTILITY PLAN SEQUENCE 2	DEMO ELECTRICAL/TELCOM LINES	3,817	ft' in"
CD-1.6 SITE DEMOLITION UTILITY PLAN SEQUENCE 2	DEMO SEWER PIPE	896	ft' in"
CD-1.6 SITE DEMOLITION UTILITY PLAN SEQUENCE 2	DEMO STORM DRAIN PIPE	2,308	ft' in"
CD-1.6 SITE DEMOLITION UTILITY PLAN SEQUENCE 2	DEMO WATER LINE	2,699	ft' in"
CD-1.6 SITE DEMOLITION UTILITY PLAN SEQUENCE 2	DEMO GAS PIPE	768	ft' in"
CD-1.6 SITE DEMOLITION UTILITY PLAN SEQUENCE 2	DEMOP BACKFLOW	1	Count
CD-1.6 SITE DEMOLITION UTILITY PLAN SEQUENCE 2	DEMO FIRE WATER LINE	41	ft' in"
CD-1.6 SITE DEMOLITION UTILITY PLAN SEQUENCE 2	DEMO DOUBLE CHECK ASSEMBLY	1	Count
CD-1.6 SITE DEMOLITION UTILITY PLAN SEQUENCE 2	DEMO LIGHT POLE	1	Count
CD-1.7 SITE DEMOLITION UTILITY PLAN SEQUENCE 2	DEMO ELECTRICAL/TELCOM LINES	493	ft' in"
CD-1.7 SITE DEMOLITION UTILITY PLAN SEQUENCE 2	DEMO SEWER PIPE	134	ft' in"
CD-1.7 SITE DEMOLITION UTILITY PLAN SEQUENCE 2	DEMO WATER LINE	229	ft' in"
CD-1.7 SITE DEMOLITION UTILITY PLAN SEQUENCE 2	DEMO FIRE WATER LINE	108	ft' in"

PRICING

- **SEQUENCE 1 - $ 295,492.00**
  - ***SITE DEMO*** ***- $ 179,355.00***
  - ***LANDSCAPE DEMO*** ***- $ 26,631.00***
  - ***MEP DEMO*** ***- $ 89,506.00***

- **SEQUENCE 2 - $ 3,054,108.00**
  - ***STRUCTURE DEMO - $ 851,374.00***
  - ***STRUCTURE ABATEMENT - $ 1,487,600.00***
  - ***SITE DEMO - $ 389,649.00***
  - ***LANDSCAPE DEMO - $ 99,413.00***
  - ***MEP DEMO - $ 226,072.00***
- ***ALTERNATE 1 – ADDITIONAL TREE DEMO (NOT CLEARLY SHOWN) - $ 1,150/EA***

STATEMENTS OF QUALIFICATION

1. NorthStar Bond Rate is 1.5% (depends on bid amount) of the final contract price (if required). NorthStar is bondable for single contracts in excess of $25,000,000.00 and the Sureties would be willing to consider larger projects.
2. NorthStar Experience Modification Rate is .99.
3. NorthStar has an A Rating on ISNet.

OWNER/AGENT RESPONSIBILTIES

The Owner and/or his designated agent is responsible for providing to NorthStar the following:

1. The owner/agent shall provide site access prior to final award for verification of existing site conditions.
2. The owner/agent shall provide a pre-demolition asbestos/environmental survey prior to the commencement of work.
3. The owner/agent shall provide the necessary owner information and EPA ID Number for AQMD notification and disposal manifest purposes if necessary.
4. The owner/agent is to provide and install all necessary temporary fencing/protection/barricades/railings/pedestrian canopies for the duration of this scope.
5. The owner/agent is to provide and install all necessary street and/or sidewalk closures for the duration of this scope.
6. The owner/agent is responsible for termination of utilities with providing agency as necessary.
7. The owner/agent is responsible to provide safe-off as necessary to complete this scope.
8. The owner/agent shall provide water, power (including assistance to hook up temporary power), and HVAC lockout.
9. The owner/agent is responsible to provide the necessary demolition permits.
10. The owner/agent shall provide adequate staging areas for equipment and dumpsters (dock access).
11. The owner/agent shall remove of trash or tenant items, leaving the area "broom clean", prior to mobilization.
12. The owner/agent shall provide sanitary facilities.
13. The owner/agent shall designate/Identify items to remain and/or salvaged prior to NorthStar mobilization.
14. The owner/agent shall provide parking for workforce.

CONDITIONS

1. This proposal is based on NorthStar being awarded all work under one contract. Price breakdown is for accounting purposes only unless specifically authorized by NorthStar.
2. Adequate staging, laydown, and parking shall be provided for the performance of this work.
3. Areas of demolition to be uniformly dressed using on-site material only. NorthStar has not included the cost for any imports, exports, rough grading, backfill and compaction within this proposal.
4. The owner/GC shall be responsible for the closeout and termination of utility lines that will be affected by this work.
5. Tree removal is limited to stump removal of up to 24 inches below adjacent grade; removal of the root system is not part of this proposal.
6. The quoted price reflects that all work will be done between normal working hours.
7. This proposal is based on two (2) mobilization. Additional mobilizations are $3,500.00 each.
8. All work is Union and/or prevailing wage.
9. This proposal will be part of our contract and is based on the award of all work.
10. If this project is going to be using Textura for payments, we must add .3% of the proposal amount or a max of $3,750.00 to the contract.
11. In the event change order work is to be done, an additional 2.5% will be added to all work for NorthStar CGL Insurance.
12. Retention not to exceed 5% and to be released at the completion of our scope of work.
13. All salvage belongs to NorthStar Contracting Group, Inc. unless noted otherwise on plans or specs.
14. NorthStar assumes all Slabs/Decks are to not be Post Tension construction. In the event Post Tension is encountered NorthStar can remove at an additional cost.
15. NorthStar assumes no Raft Foundation construction. In the event Raft Foundations are encountered NorthStar can remove at an additional cost.
16. Concrete pavement is figured at up to 4” thick.
17. Concrete slab is figured at up to 5” thick.
18. Asphalt pavement is figured at up to 4” thick.
19. Building footings are figured at up to 2’ x 3’.

EXCLUSIONS

Unless specifically included in the scope of work above, excluded items must be provided by others, if required, to ensure the timely completion of our work.

1. Hazardous material removal other than what is specifically listed in this proposal.
2. Third Party monitoring for hazardous material work if necessary.
3. Clearance sampling for hazardous material work if required.
4. BOE and/or King Tax.
5. Liquidated Damages, Indemnifications and/or Consequential Damages.
6. Salvage and/or storage of any items.
7. Permits, deposits and fees other than SCAQMD & OSHA.
8. Removal and/or disposal of any liquid or chemical wastes left behind by former tenants.
9. Delays due to others.
10. Unforeseen conditions.
11. Marking and/or layout.
12. Survey for under slab utilities.

13. Removal of furnishings, equipment and/or debris necessary to access our work.
14. Utility (M/E/P/S) locating, marking, disconnect, cutting and/or capping prior to demolition.
15. Support or protection of existing utilities prior to or during demolition.
16. Removal of any secondary sub-grade slabs unless specifically noted within this proposal.
17. Removal of any caissons, piles, pile caps, and/or piers unless specifically noted within this proposal.
18. Removal of Crushed Miscellaneous Base (CMB) under ac paving and/or concrete.
19. Removal of Waterproofing membranes if encountered.
20. Removal of Petromat if discovered under asphalt paving.
21. Removal of Underground Storage Tanks (USTs).
22. Installation or adjustment of fencing/protection/barricades/railings/pedestrian canopies.
23. Relocation and/or reinstallation of any items.
24. Traffic control and/or encroachment permits for offsite demolition.
25. Dewatering.
26. Trenching for other trades.
27. Earthwork.
28. Chasing of root system extending outside of root ball.
29. Installation and/or maintenance of SWPPP.
30. Protection against inclement weather.
31. Shoring and/or bracing.
32. Parking Fees.

INSURANCE

NorthStar provides comprehensive coverage on a per project and occurrence basis for all of its lines of coverage. NorthStar's primary coverages include CGL with limits of $5 million per occurrence/$10 million aggregate for both ongoing and continuing operations, Automobile Liability with limits of $2 million combined single limit for each accident and Employers' Liability with limits of $1 million per accident. NorthStar also carries Workers Compensation policies in all states. In addition to these primary coverages NorthStar provides Excess Liability coverage with limits of $25 million which follows form to the CGL, Auto and Employer's Liability policies. NorthStar also carries Pollution Liability coverage in the amount of $25M per claim and $25M aggregate as well as Professional Liability coverage in the amount of $5M per Occurrence/Aggregate.

Please do not hesitate to contact me with any questions or concerns at 714-639-7600.

Respectfully submitted,

Tanner Lundstrom

ACCEPTANCE: The above proposal, including Scope of Work, Procedures and Terms and Conditions is hereby accepted. NorthStar Contracting Group, Inc. is authorized to proceed with the work as specified.

Accepted By:

_____ _____

Name Signature

_____ _____

Company Date

Concrete

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

Viola, Inc 10/28/25

Reference: Fremont Middle School Reconstruction
Location: 1130 North M Street, Oxnard CA 93030

We propose to provide labor, materials, and equipment to perform the required concrete work on this project. The work will be performed in accordance with SVA's plans and specifications dated 10/1/24. One addendum 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. This proposal does not include non-regular working hours, including weekends and overtime. 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 agree to the construction schedule mutually.

4. This proposal is includes estimated cost increases for labor and materials through June 2028 based on reasonable assumptions. Any contract resulting from this proposal shall contain a "Fair And Equitable Escalation Clause." We cannot account for volatility in the market.

Budget Proposal

Building Cast-in-place Concrete:	
Classroom Building A+B:	$1,240,000.00
MPR Building	$721,000.00
ADMIN Building	$299,000.00
Trash/Elect Enclosure Ftg and Slab	$72,000.00
Site Work Concrete:	$1,970,000.00
Add: Vehicular Concrete btw MPR + Classrooms:	$170,960.00
Offsite Site Concrete:	$214,000.00
Light Pole Foundations:	$26,800.00

Solar Canopy Foundations:	$196,000.00
Ground Water Mitigation for Solar Ftgs:	$94,000.00
Add - Reinforcing Steel:	$1,050,000.00

Inclusions

1. Building concrete work includes Classroom A+B, MPR, Administration Building, and trash enclosure concrete.
2. Cost and fees for AB219 Legislation.
3. Excavation of new building foundations.
4. Formwork as required for new concrete work.
5. Supply and install of reinforcing steel.
6. Building slab depressions and concrete curbs.
7. Supply and installation of 15 mil. Vapor barrier.
8. Supply and installation of 6” thick gravel/rock layer under new building slabs.
9. Building 1 second floor 2.5” concrete fill over plywood at interior corridors.
10. Formwork installation for new foundation stem walls.
11. MPR Building pour-in-place concrete columns and elevated concrete beam.
12. Templates as required for reinforcing steel.
13. Installation of embeds in concrete (supplied by others).
14. Place and finish building foundations and slabs.
15. Place and finish building 5’’ slab over an aggregate 6’’ base and a vapor barrier.
16. Installation of elevator pit and walls.
17. Installation of 50,340 sqft P-11 gray standard sidewalk.
18. Installation of 7,746 colored concrete bands per P-22.
19. Installation of 129 lft concrete step out per P13.
20. Installation of 3,648 sqft 12” vehicular concrete per P16.
21. Installation of concrete stairs per ST-11.
22. Installation of 3,193 lft 6” concrete curb per R-102.
23. Installation of curb ramps per R-109.
24. Installation of 867 lft concrete gutter per R-116.
25. Installation of 280 lft retaining wall foundation per R-118.
26. Installation of 272 sqft curb ramp per note 5 on civils.
27. Installation of 329 lft gravity curb per note 13 on civils.
28. Installation of truncated domes per note 14 on civils.
29. Installation of 631 lft concrete mow strip per note 16 on civils.
30. Installation 238 sqft curb ramp per note 20 on the civils.
31. Installation of 410 left mow curb under fence per note 36 on civils.
32. Installation of (2) bollards per note 46 on civils (supply of bollards by others).
33. Installation of (1) flag pole foundation per 1 on L-1.6.
34. Installation of (11) bollards per detail A on L-1.6
35. Installation of (16) light pole bases per detail 1 on E6.03.
36. Installation of (2) EV charger foundations per E6.03.
37. Offsite Concrete:
    a. 4555 sqft PCC sidewalk per note 2 on offsite plans.
    b. 334 lft curb and gutter per note 3 on offsite plans.
    c. 1702 sqft concrete driveway per note 4 on offsite plans.
    d. 224 sqft curb ramp per note 5 on offsite plans.
38. Installation of solar canopy foundations.

39. Add: Installation of additional 8” concrete and 3” base at 14,920 sqft vehicular paving per note 3 on civils.
40. Installation of control and expansion joints as required in new concrete.
41. Curing of new concrete as required.
42. Concrete pump placement as required for DJS scope of work.
43. Supply and removal of concrete washout boxes as required for our scope of work.
44. Stockpile of earth spoils onsite (no more than 100’ from the excavation site).

Exclusions

1. 2nd floor cellcrete or lightweight concrete over plywood other than at hallways.
2. Demolition and sawcut of existing structures.
3. Sub-grade preparation and compaction (Subgrade to be left within +0 to -1/10 by others, if found to be unsuitable, a change order will be issued).
4. Mass excavation, over-excavation/re-compaction, and excavation into the rock if required.
5. All backfill (backfill by earth contractor).
6. Haul off and or export of our earth spoils from site.
7. Installation of signs, gate foundations, rolling gate concrete, and fence post foundations.
8. All site concrete work not included in the inclusions, including: catch basins, precast wheel stops, trench drain, drainage structures, concrete splash blocks, asphalt, pavers, supply of bollards, supply of truncated domes, etc.
9. Shade structure foundations, play equipment foundations, mechanical pads, HVAC pads.
10. Dewatering of excavations from surface water, rainwater, groundwater, or seepage.
11. Stormwater control pollution control.
12. Elevated drypack and grouting.
13. Joint sealants (supply and installation).
14. Sealed concrete, epoxy coatings (non-slip Texture), polished concrete, and finishes other than concrete.
15. Sealed concrete finishes other than a cure/sealer application that can be applied directly after concrete placement.
16. Concrete hardeners or fibers in concrete mix design.
17. Waterproofing.
18. Supply and furnishing of embeds, anchor bolts, and sleeves in cast-in-place concrete work.
19. Fees for bond and cost of bond if required.
20. Building and Site Engineered Survey.
21. Construction fencing.
22. Temporary construction enclosures, walls, plastic protection sheeting, and wall protection board.
23. Traffic control, flag men, pedestrian control, lane closures, and permits.
24. Access (access to our work, if needed, provided by others).
25. Water and power as required for completing our scope of work.
26. Precast concrete, GRFC concrete, supply and installation (if required).
27. Grouting under new structural steel base plates.
28. Locating and protection of existing underground utilities.
29. Concrete encasement of underground pipes and utilities.
30. Concrete work for other trades.

Sincerely,
DJS Team

VISTA Steel Company

DATE: October 30, 2025
BID DATE: October 30, 2025
ESTIMATE NO: VT2025-105

REVISED OFFER

PROJECT: **FREEMONT MIDDLE SCHOOL**
1130 NORTH M STRET
OXNARD, CA 93030

OWNER: OXNARD UNIFIED SCHOOL DISTRICT
ARCHITECT:
ENGINEER:
PLANS AND DATES: DRAWINGS DATED 1-17-2025 479 SHEETS

SPECIFICATIONS: 3200
ADDENDA(UM):

VISTA STEEL COMPANY (hereafter called the Seller) offers to supply the following described materials and labor required for the above project by the above identified plans and specifications in accordance with the conditions of the Manual Of Standard Practice of the American Concrete Institute and in accordance with the following terms and conditions:

CONCRETE REBAR FURNISHED AND INSTALLED
EXCLUDES MASONRY BAR
EXCLUDES EPOXY BAR, IF ANY
EXCLUDES COUPLERS, IF ANY
EXCLUDES SMOOTH DOWELS, IF ANY
EXCLUDES REBAR WELDED TO STRUCTURAL STEEL
EXCLUDES WELDED WIRE MESH
EXCLUDES HOISTING AND/OR MANLIFTS, IF REQUIRED

1	SITE WORK	$ 245,319.00
2	BLDG. 1 SEG. A CLASSROOM FDN.	$ 142,195.00
3	CANOPY FOUNDATION	$ 5,427.00
4	BLDG. 1 SEG B CLASSROOM FDN.	$ 176,339.00
5	MPR BLDG. 2 FOUNDATION	$ 232,782.00
6	ADMIN. BLDG. 3 FOUNDATION	$ 74,075.00
7	TRASH ENCLOSURE	$ 46,848.00
8	PARKING SOLAR CANOPIES	$ 12,554.00
TOTAL PRICE FOR JOB AS DESCRIBED ABOVE		$ 935,539.00

ADD ALLOWANCE BASE BID $ 10,000.00

MATERIAL INCREASES WILL BE PASSED ON TO THE GENERAL CONTRACTOR AND/OR OWNER

ONCE CONCRETE IS PLACED, REBAR IS NOW CAST AND IS THEREFORE APPROVED FOR USE IN ALL WAYS INTENDED. AS SUCH, RETENTION SHALL BE RELEASED 30 DAYS AFTER CONCRETE PLACEMENT .

VISTA STEEL COMPANY IS A SMALL BUSINESS ENTERPRISE - SBE
CALTRANS CERTIFICATE NUMBER CT-008204
VISTA STEEL COMPANY IS AN EQUAL OPPORTUNITY EMPLOYER
VISTA STEEL COMPANY IS A SMALL BUSINESS WITH THE STATE OF CALIFORNIA- SUPPLIER #22979

Ventura Facility (Main Plant)	331 West Lewis St. Ventura, Ca. 93001	PH 805-653-1189	FAX 805-652-1873
Goleta Facility (Corporate Office)	6100 "A" Francis Botello Rd. Goleta, Ca. 93117	PH 805-964-4732	FAX 805-964-1051

License No. 257955 (class C50) (Exp. 3/31/22)
DIR # 1000004712

A. MISCELLANEOUS BUYER'S RESPONSIBILITIES

- Buyer shall furnish without charge to Seller all lines, centers, grades, elevations, templates, ramps, racks, bracing and **scaffolds** in place complying with all safety requirements and suitable for most efficient placement of rebar.
- Buyer shall furnish without charge to Seller manlifts if required by State Safety Order, Union Agreement, or job conditions.
- Buyer shall furnish without charge to Seller drinking water, first aid and sanitary facilities.
- Buyer shall furnish without charge to Seller space for delivery and storage of steel within 50 feet of all places where material is to be used or hoisted and accessible to semi-tractor trailers under their own power. Buyer shall furnish protection of vertical protruding reinforcing steel for the safety of those working above.
- Buyer shall not double form nor place form ties before reinforcing steel is installed.
- Buyer shall furnish approved working drawings of the temporary support system for column cages which the bid documents may require. Buyer shall be responsible for all deadmen, guying and temporary support of column cages.
- Buyer shall notify Seller of any shortages in F.O.B. material within forty-eight hours after delivery. No claim will be honored if notification is made beyond that time.
- Buyer shall provide proof of financial responsibility and satisfactory credit history.

B. SCHEDULING

- This offer is based on logical and timely scheduling of Vista Steel Company's and other subcontractors' activities allowing efficiency of performance and avoiding interference between trades.
- This offer is also based upon detailing, fabricating and placing on a normal 8-hour day shift, 5-day, 40-hour week, with a minimum of 8 hours of work for 1 man per each request for placers. Overtime for office, shop and field personnel incurred by Seller at Buyers request for deviation from this schedule shall be billed to the Buyer as an extra. Installation will be based on conventional construction, timely receipt of complete plans, specifications, California Preliminary Notice and adequate schedule to which the buyer is a party. Buyer shall furnish design information and construction schedules in sufficient time to allow for preparation and approval of detail drawings plus a minimum of 7 working days for fabrication and delivery. Reinforcing steel splicing will be as shown on the plans only, Any additional splices added or any increase in dowel length furnished for the convenience of the Buyer and not paid for by the Owner will be paid for by the Buyer. If, at any time a Buyer's representative calls for steel placers and they arrive to the job at a designated time and the job is not ready, there will be a charge to the Buyer for show-up time (as per Union Regulations). In the event of a schedule delay caused by the Buyer and/or Buyer's subcontractor(s), the Seller has the right to schedule in accordance with manpower availability not to exceed 3 working days. Forty-eight hours notice is required for cancellation of scheduled deliveries.
- If this job is held up for a period of 60 days or more for any reason, this offer may be subject to change based on cost increases.

C. DELIVERIES

- Prices are based on deliveries from Sellers warehouse in minimum 20-ton truckloads. Additional deliveries for Buyer's convenience will be charged as an extra to the contract amount.
- Deliveries that are not unloaded within 2 hours because of Buyers neglect will be charged for at Vista Steel Company's current hourly delivery rate.
- General Contractor shall provide ramps at all point of rebar placement adequate to semi-tractor deliveries.

D. DELAYS

- Seller shall not be liable for any delays occasioned by causes not within its reasonable control, including labor disputes, disasters, governmental acts, or unavailability of materials from it's usual source of supply, or any repair of damage not caused by it. Penalties and liquidated damages shall be borne by Buyer.

E. EXCLUSIONS Pursuant to the Manual of Standard Practice of the Concrete Reinforcing Steel Institute (CRSI) and/or the ACI Manual of Standard Practice, the following are excluded:

- Testing and inspection other than mill test reports.
- Bonding and/or the cost of bonds required by Buyer or the Project Owner and/or furnishing additional insurance above Sellers basic general and auto liability of $1,000,000 combined single limit for bodily injury or property damage. The cost of any such bonds or insurance, as well as the cost of any riders, attachments, or endorsements required by Buyer which change the cost of any insurance policy carried by Seller shall by borne by Buyer.
- **Hoisting.** (Buyer shall furnish without charge suitable equipment fully operated for hoisting or lowering of reinforcing material, including unloading and reloading of trucks at docks, setting of cages and/or assemblies and power placing of individual bars that Seller may require.)
- Plain round bars (smooth dowels or bars), threaded bars, sleeves, anchors, studs, bolts and inserts.
- Cutting, cleaning, straightening, and bending existing steel.
- Pour watchmen if required by plans, specs, or Buyer.
- The cost of welding tests and inspection. (Unless specifically indicated otherwise in scope of work above).
- Material and labor for repair of damage resulting from weather, flood, cave-in or other acts of God.
- Traffic control and/or flagging.
- Field inspections.
- Samples.

- Layout of masonry dowels.

E. EXCLUSIONS (cont.)

- All reinforcing not shown on plans but which could be called for in various codes and titles. (Refer to ACI Manual of Standard Practice for Detailing, Chapter 6).
- Protective caps for exposed reinforcing steel ends.
- Cleaning, sandblasting or reworking of any reinforcing due to negligence or carelessness of Buyer and/or Buyer's other subcontractors.
- All welding. (Unless specifically indicated otherwise in scope of work above).
- Furnishing and/or welding of dowels and/or anchors which weld to miscellaneous and/or structural steel.
- Field bending of any reinforcing steel.
- Splices and added reinforcing bars for construction joints and/or control joints .
- Drilling, grouting, dry-packing, epoxy mortaring and placing bars in drilled holes.
- The setting of assembled and stockpiled cages.
- Fastening accessories on steel assemblies designated as "stockpiled" or "F.O.B. our truck, jobsite".
- Pulling wire mesh, chairing, blocking or otherwise establishing mesh depth for pour.

SPECIAL CONDITIONS:

- In consideration of the current volatility of reinforcing steel pricing, Subcontractor will require the following clause in the subcontract agreement, "Subcontractor may require prepayment of materials or payment at the time of purchase for materials for this project.

F. CONDITIONS

- Approval for pouring or embedment in concrete shall terminate Seller's responsibility for that portion of the work.
- Buyer shall furnish Manlift if required.
- Seller may subcontract portions of work herein.
- Buyer shall furnish at no cost to seller, information on all pour joints as well as pouring sequence and verification of all dimensions indicated as plus or minus prior to detailing of steel.
- Minimum dimensions shown on plans are figured as maximum.
- Buyer shall furnish firm level sub grade at elevation shown on the plans.
- **BUYER SHALL PROVIDE SELLER WITH (2) CONSTRUCTION SETS OF PLANS WHEN JOB IS AWARDED.**

G. PAYMENTS

- Each calendar month, an estimate shall be made by the seller of the value of material fabricated and shipped (placed or not) and of the value of the installation work done up to that time at the project site.100% of such estimate shall be paid upon receipt of funds by Buyer from Owner, but in no case later than the last day of the month following Vista Steel Company's billing date.
- Past due accounts shall bear interest at the lower of **18%** per annum or the maximum rate allowed by law.
- Prompt payment shall be a condition precedent to performance by Seller. In the event Buyer fails to make payment as herein provided or if the Seller shall have reasonable doubt as to the Buyer's financial responsibility, Seller shall have the right to suspend performance until payment or receipt of satisfactory proof of responsibility, or Seller may elect to terminate all of Sellers obligations and Buyer's rights and require payment in full to the date of such termination, without deduction for retention, all without prejudice to any other rights of seller. Seller reserves the right to contact the Owner and/or Prime Contractor in the event of late payment or non-payment.
- Seller shall retain title to all materials until paid for in full or incorporated into the structure, and all material unused at the completion of construction.
- Buyer shall send all payments to **VISTA STEEL COMPANY, 6100 A FRANCIS BOTELLO ROAD, GOLETA, CA. 93117.**

H. BACKCHARGES

- Any work to be performed by the Buyer which could originate a back charge to the Seller must be approved in advance by the signature of an authorized Seller's representative.
- Buyer shall not supply any of the material, labor or services covered in this proposal without prior written consent of Vista Steel Company.

I. CHANGE ORDERS

- Seller shall have the right to require that proposed changes be authorized in advance and in writing through a contract change order issued by the Buyer's main office or authorized jobsite representative prior to Seller scheduling detailing, fabrication, or installation of any material for said changes. If, however, in order to increase efficiency and to expedite the work, Seller does not request and/or obtain prior written authorization, Seller retains the right to compensation for such modifications or extras. Any modifications resulting in additional charges will be included with the next regular billing and shall be paid without retention.

J. CURRENT COSTS

- Seller's offer is based upon current costs. In the event of delay in commencement of work and/or delay in completion of the work beyond the original completion time and/or announced increases, Seller reserves the right to pass on its actual cost increases plus overhead and profit.

K. LEGAL FEES

- In the event of non-payment or dispute, the non-prevailing party shall pay the costs of collection or resolution, including reasonable attorney fees, if any. Settlement shall be based upon theoretical weights, per Seller's invoices, absent contrary showing. Seller reserves the right to use arbitration as a means of settlement.

L. OTHER TERMS

- Seller's offer is based on all the above terms and conditions. It is void if any of them is unacceptable to the Buyer, however, different terms and conditions and accordingly adjusted price(s) could be considered by the Seller under Buyer's request.

- Vista Steel Company will indemnify and name additional insured other parties as and if requested but subject only to the extent Vista Steel Company is responsible for the claim.

- Seller's offer is based on Buyer performing its own concrete work. If Buyer elects to subcontract the concrete work, the Seller has the right to review its offer and approve the proposed concrete subcontractor selected.

- If Seller is requested by Buyer to sign a contract different in form than this offer, Buyer agrees that a copy of this offer shall be attached as an exhibit to the contract and that the following language will be added to the contract:

- This contract incorporates by reference the terms and conditions of the written offer of VISTA STEEL COMPANY, dated _____, a copy of which is attached as Exhibit _____, which said terms and conditions shall supersede any contrary provisions contained in this document.

- **This offer is valid until another subcontractor is listed by the Buyer or until a letter of intent is received on or before 08/01/2028, whichever comes first. Buyers acceptance of all terms and conditions of this offer shall be evidenced by Buyer listing us and/or signing this proposal.**

- **Acceptance of this 4 page offer shall constitute a binding contract (Listing Vista Steel Co. is, by definition, acceptance).**

The above offer is accepted:

BUYER:_____

BY:_____

TITLE:_____

DATE:_____

SELLER: VISTA STEEL COMPANY

_____

BY: Maria C. DiMaggio
President

DATE: 10/30/2025

Masonry

Skidmore Masonry, Inc.
LC# 831162
Phone - (805) 484-4881
Fax - (805) 484-4836
425 Constitution Ave. Ste. J

PROPOSAL

Date: 10/30/2025

Proposal #: 6-21-655

Name / Address

Viola Inc
P. O. Box 5624
Oxnard, CA 93031

Job Address

1130 North M Street
Oxnard, Ca. 93030

Project: Fremont

DIR # 1000026751

Description	Qty	Cost	Total
MPR Building (not to exceed 35'-4" off footing) 12" CMU med. wt. grey precision (20) 24" pilasters rebar per plan grout 2000 psi scaffolding forklift temp. shoring	1	1,213,177.60	1,213,177.60
Trash & Electrical room (not to exceed 10'-0" off footing) 8" CMU med. wt. grey precision rebar grout 2000 psi scaffolding forklift	1	65,280.00	65,280.00
Site wall per SD-1.3 8" grey CMU 285 ln ft (not to exceed 5'-4" off footing) 8" CMU med. wt. grey precision rebar grout 2000 psi	1	58,679.04	58,679.04
Exclusions- footings caulking dry-pack non-shrink embeds & hardware sealers concrete lintel			

Total

Signature & Date

Skidmore Masonry, Inc.
LC# 831162
Phone - (805) 484-4881
Fax - (805) 484-4836
425 Constitution Ave. Ste. J

PROPOSAL

Date: 10/30/2025

Proposal #: 6-21-655

Name / Address

Viola Inc
P. O. Box 5624
Oxnard, CA 93031

Job Address

1130 North M Street
Oxnard, Ca. 93030

Project: Fremont

DIR # 1000026751

Description	Qty	Cost	Total
special order CMU layout for embeds installation of embeds over 75lbs (provide templates by others) installation of doors See Att. GT & C (2 Pages)			

This proposal is good for 30 days only.

Total $1,337,136.64

Member of Ventura County Contractors Association

Member of Western Regional Master Builders Association

Signature & Date

Structural Steel

Orange County Erectors, Inc.
517 E. La Palma Ave.
Anaheim, CA 92801
USA
Phone: (714)502-8455, Fax: (714)502-8450

Proposal

Viola Inc.
Brian Szal
Ventura, CA 93003
USA
Phone: (805)487-3871, Fax: (805)487-3870

Proposal Date:	11/10/2025
Proposal Number:	25-319 FREMONT MS RECONSTRUCTION

Project Description

We take pleasure in submitting our proposal for the FREMONT MS RECONSTRUCTION.

We have estimated the weight of this project to be:	**476,013 Lbs.**

We propose to furnish this project for a price of:	**$2,614,240.00**

Scope of Work

-The following bid proposal was taken from the specified Architectural and Structural Design sheets listed below:

-Architectural Design Sheets: GEN-1 thru GEN-5, A1-10, A1-10.1, A1-10.2, A1-11.1, A1-11.1A, A1-11.1B, A1-11.2, A1-11.2A, A1-11.2B, A1-11.3, A1-11.3A, A1-11.3B, A1-11.4, A1-11.4A, A1-11.4B, A1-11.5, A1-11.5A, A1-11.5B, A1-21.1, A1-21.11 thru A1-

21.14, , A1-31.1, A1-32.1, A1-32.2, A1-41.1 thru A1-41.6, A1-45.1 thru A1-45.3, A1-48.1 thru A1-48.4, A1-51.1 thru A1-51.7, A1-52.1, A1-52.2, A1-53.1, A2-11.0 thru A2-11.3, A2-21.1, A2-31.1, A2-31.2, A2-32.1 thru A2-32.3, A2-41.1 thru A2-41.4, A2-51.1 thru A2-51.3, A2-52.1, A2-52.2, A2-53.1, A3-11.0 thru A3-11.3, A3-21.1, A3-31.1, A3-31.2, A3-32.1 thru A3-32.4, A3-41.1 thru A3-41.3, A3-51.1 thru A3-51.6, A3-52.1, A3-52.2, A3-53.1, A61.1 thru A-61.4, A-62.1, A-63.1, A-63.1.1, A-63.1.2, A-63.2, A-63.3.1, A-63.4, A-63.5, A-64.1 thru A-64.3, A-65.1, A-66.1, A-66.2, A-67.1, A-68.1, A-68.1.1 thru A-68.1.3, A-68.2 thru A-68.6, A-69.1, A-70.1, A-70.2, A1.0, A1.1, A1.1A, A1.2, A1.2A and A1.3 thru A1.5, A2.0,

-Dated: 01/17/2025 and Addendum 1 dated 10/22/2025

-Architect: SVA ARCHITECTS

-Structural Design Sheets: S1-2.1A, S1-2.1B, S1-3.1A, S1-3.1B, S1-3.2A, S1-3.2B, S1-3.3, S2-2.1, S2-3.1, S2-3.2, S2-4.1, S2-4.2, S3-2.1, S3-3.1, S4-1, S4-2, SD-1.1 thru SD-1.13, SD-4.1 thru SD-4.3, SD-5.1 thru SD-5.7 and SG-0.1 thru SG-0.3

-Dated: Addendum 1 dated 10/22/2025

-Structural Engineer: VCA ENGINEERS

Qualifications

1. All shop and field welding to conform FCAW specifications per AWS D1.1.

   Shop wire Lincoln Innershield NR-305 (Classification: E70T-6-H8)

   Field wire Lincoln Innershield NR-232 (Classification: E71T-8-H16)

2. The quoted price is expressly conditioned upon Orange County Erectors, Inc. being able to purchase steel at the current market price. The parties expressly understand and agree that the risk of any increases in the cost of steel shall be borne by the owner and in the event the cost of steel increases prior to its purchase by Orange County Erectors Inc., the contract price shall be adjusted upwards to include the additional cost.

3. Shop Primer SSPC-Paint 23. (Sherwin Williams) Pro Industrial Pro-Cryl Universal Primer B66-1300 Series with Hand Tool Cleaning Preparation.

4. This proposal is valid for 90 Days.

Inclusions

Furnish and Install:

1. Columns with Threaded studs (S1-2.1A,B, S1-3.3, S2-2.1, S3-2.1, 1&8/SD1.5, 1,3&7/SD1.4, 13/SD1.7, 14&16/SD5.1 and 8,13&16/SD5.2)
2. Moment Frames (S1-2.1A,B, S1-3.1A,B, SD1.12 & SD1.13)
3. Beams with threaded studs (S1-3.1A,B, S1-3.2A,B, S1-3.3, S3-3.1, 9&12/SD1.4,

13/SD1.7, 13&14/SD4.3 and 7/SD5.2)

4. Elevator Guide Rail Supports (10/SD1.2 and 7/SD5.4)
5. Elevator pit Ladder (A1-45.3 & 17/A61.4)
6. Galvanized Canopy HSS framing (S1-3.2A,B and 9/SD4.3)
7. Galvanized Lunch Shelter Steel framing (S2-2.1 & S2-3.1)
8. Design build Galvanized Stairs 1, 2 & 3 with Picket rails (A1-48.1 A1-48.3, 1-8/SD4.3) Concrete pan-fill by others
9. Design build Galvanized 2nd Floor Picket guardrail (S1-3.1A,B and 3/SD1.11)
10. Design build Galvanized 2nd Floor 7' High Fence (S1-3.2A,B and 3/SD1.11)
11. Galvanized Gates (11/A68.3)
12. Roof Built Up Trusses (2-S4.1)
13. Truss Bracing (4&5/S2-4.1)
14. Galvanized Trash Enclosure Roof Framing and Wire mesh Screen (S4-1)
15. Galvanized Trash Enclosure gates (A1.1 & 15/A68.3)
16. Galvanized solar canopy HSS framing (S4-2)
17. Back stop Supports (1/SD1.11)
18. Parapet angle Braces and Continuous horizontal angels (1&2/SD5.1 and 1-4/SD5.2)
19. Galvanized 2-Line Ramp rail (4/A1.3 & 12/A-61.3)
20. Galvanized Cane rail (14/A-61.3)
21. Galvanized roof awnings (A1-48.4, A3-41.3, 15/A68.2 and 13/A68.3)
22. Galvanized awnings (A68.2 and A68.5)
23. (3) Interior roof access Ladders (9/A68.4)
24. (5) Galvanized Exterior ladders (1/A68.1)
25. Lavatory Counter Supports (8,9,13,16&20/A69.1)

Freight on Board:

1. Anchor bolt with templates for our work only (1/SD1.4, SD1.12 & SD1.13)
2. Embed Plates (3,8,15&16/SD5.3, 2/S2-4.1)
3. U Bent Saddles (16/SD5.1)
4. Galvanized Embed Plates at Trash Enclosure (6/S4-1)

Exclusions

1. Demolition
2. Finish painting
3. Galvanizing, unless specifically noted in the inclusions
4. Shop prime over galvanizing
5. Non-Ferrous materials
6. Metal Studs, gauge materials and field welding of the same
7. Simpson products
8. Unistrut & hanger rods (12/SD1.8, 1/SD5.4, etc.)
9. Sandblasting
10. Non-shrink grouting
11. Stainless Steel cable rails
12. Pipe Bollards and Removable Bollards
13. Fall Arrest Guards
14. Misc. angles, plates and attachments for other trades
15. Cast in place stair nosing (A67.1)
16. Precast treads, grating treads and Checkered plate treads
17. Carriage bolts and nuts for wood Nailers (4/S2-4.1,
18. Ironridge L-foot bracket for solar panels (6/S-4.2)
19. Beam penetrations (13/SD-1.4)
20. Metal Decking (SD-1.5) See Alternate Add
21. Angle clips and hanger rods for other trades (5/SD1.9, 9&14/SD1.11)
22. Duct Support frames (4/SD1.11)
23. Partial height wall support post (6-8/SD4.1) See Alternate add
24. Wood blocking for Parapet brace and ladders (3/A66.1, 2/A68.1, A68.4, 1&2/SD5.1 and 1-5/SD5.2)
25. Bolts and nuts for other trades
26. Gutter and Downspouts
27. Roof Hatch (14/A66.1)
28. Roof guard rail (Keynote 324/A1-11.3)
29. Standing Seam metal roof

30. Site fencing and gates (A2.0, A70.1, A70.2, L1.0, L1.5, L1.6, L1.7)
31. Restroom Grab bars
32. Signage and post for the same (A61.3, etc.)
33. Backstop (3/A68.1)
34. Flagpole (10/A68.1)
35. Post and Sleeves at Courts (A68.1.1)
36. Bond
37. All Materials and details not specifically listed in the inclusions

-The following are Orange County Erectors general list of Exclusions:

a. All costs associated with testing, retesting and inspection.
b. Allowances or charges which are not addressed prior to bid time.
c. Off loading and field verification of dimensions of F.O.B. items.
d. SMAW Welding
e. Field touch-up and finish painting.
f. Core drilling.
g. Installation of embedded items.
h. Grout, dry-pack or Por-Roc or installation of same.
i. Field welded studs.
j. Flashing, trim work and items thinner than 10 gauge. Metal stud connection clips.
k. All gauge metals 10 gauge and lighter unless specifically noted otherwise.
l. Hoisting for other trades.
m. Modification of steel to accommodate other trades.
n. Non-ferrous metals, all stainless, brass and aluminum items.
o. Participating in penalties or liquidated damages.
p. Permits, fees and bonds (except as noted).
q. Shoring.
r. Surveys.
s. Beam penetrations.
t. All caulking, sealants and installation of same.

u. Roof hatches and smoke hatches.

v. Stair safety nosing or warning strips.

w. Rebar and field welding of rebar.

x. Field welding of light gauge metal.

y. Sill bolts and anchor bolts used to attach the work of other trades.

z. Rain gutters, leaders and downspouts.

aa. Casting, catch basins, manhole covers, gates and frames.

bb. Items not shown on Architectural or Structural drawings.

cc. More than one move-in for the structural section of this project.

Alternates Adds

1. Metal Decking = $42,240.00
2. 6’ Channel to Support Partial Height wall (6-8/SD-4.1) = $332.00 each

Victor Cisneros

Estimator

Orange County Erectors, Inc.

Standard Proposal ---- Contract Form 25-201

134 WEST 168th STREET
GARDENA, CA 90248
Lic # 825032 C-51 EMR .76

"AISC AWARD WINNING CONTRACTOR"
www.juniorsteel.com
SBA CA ID #2013565 DIR No. 1000001083

PHONE (310) 856-6868
FAX (310) 856-6872
Bond Rate .9%

To: Viola Inc.

Address: 5811 Olivas Park Dr Suite, Ventura, CA 93003

Email estimating@violainc.com
Phone: 805.487.3871

Date: 11/10/2025 / 12:00 PM REV 2
Estimator: Paul Rivera
Email: Privera@juniorsteel.com
Phone: 310-856-6868

JUNIOR STEEL CO. hereinafter called the Seller, proposes to furnish the material and work as listed below, according to the plans and specifications exhibited to us, subject to the latest Code of Standard Practice of the American Institute of Steel Construction; and to all terms and conditions herein, for the sum:

SEE BREAKOUTS BELOW

SPECIFICATIONS:
Job Name: **Fremont Middle School Reconstruction**
Location: 1130 North M Street, Oxnard, CA 93030
Architect: SVA Architects

Specifications Section: 051200, 055000, 055100
Addendums Noted: 1
Plan Set: DSA Plans 01/17/2025

SCOPE OF WORK:
Seller will **furnish** and **erect:**

Structural Steel Package **$ 2,166,000.00**

Classroom Building 1

1. Structural Steel Framing of Classroom Building per S1-2.1A - S1-3.3.
2. Qty. 2 HSS canopy frames per S1-3.2A & S1-3.2B.
3. Parapet support steel per S1-3.2A, S1-3.2B, 1,2/SD-5.1.
4. Qty. (3) Exterior galvanized steel stairs with landings, guardrail, and cane rail per S1-3.1A, S1-3.1B, A1-48.1, A1-48.2, & A1-48.3.

MPR Building 2

1. Structural Steel Framing of MPR Building per S2-2.1 - S2-4.1.
2. Qty. (10) Trusses with bracing per S2-3.2 & S2-4.1.
3. Qty. (2 locations) Pipe support for basketball backstop support per S2-3.2 & 1/SD-1.11.

Admin Building 3

1. Structural Steel Framing of Admin Building per S3-2.1 - S3-3.1.
2. Parapet support steel per S1-3.2A, S1-3.2B, 1-5/SD-5.2.

Other Structures

1. F&I: Galvanized Trash enclosure framing per S4-1.
2. Qty. (9 locations) New 2 line galvanized guardrail per KN9/C-2.0, KN9/C-2.1, & KN12/C-2.2.
3. FOB: Qty. (13) Galvanized steel bollards per KN 39,46/C-2.1.

Seller will **deliver** F.O.B. trucks to jobsite:

1. Concrete Embeds, Ledgers, Anchor Bolts & Templates for Our Work

Add/Alternates:

1. Galvanized Parking Solar Canopy Framinng per S4-2. ADD **$ 362,000.00**

Standard Proposal ---- Contract Form

Metal Fabrications Package (not offered exclusive of Structural Steel Package) **$** **412,100.00**

1. Roof Ladders at MPR, Classs, & Admin Buildings per 1,9/A-68.4.
2. Metal shade canopies over windows frames only per 2,3/A-68.2
3. Architectural decorative canopy per 1/A1-48.4 & 15/A-68.2
4. Qty. (3) Galvanized Trash gates at the trash enclosure per 1/S4-1.
5. Qty. (2. locations) Galvanized HVAC metal screening per KN324/A1-11.3.A & KN324/A1-11.3.B.
6. FOB: HVAC roof steel support angle clips for RTU's and CU's per 9,14/SD-1.11.

EXCLUSIONS: This proposal does not include the following items, unless specifically noted above:

1 X-ray or Scanning Concrete.
2 Grouting under Baseplates
3 Design & Engineering Services U.N.O.
4 Permitting of Deferred Submittals
5 Furnishing or Welding of Rebar U.N.O.
6 Demolition
7 AESS - none found.
8 Shade canopy,awning and halo blades/infill.
9 Nosings at all stairs.
10 Metal Deck or Closures.
11 Shoring of Metal Deck Spans
12 Any Shoring other than temporary erection sequences.
13 Off Hours Work
14 Removal of Cable Fall Protection Systems
15 Pre - Pour Surveys
16 All unistrut & aluminum
17 Metal Frame for Buildingsignage, not enough information.
18 Fencing/gates.
19 Solar Canopy framing per S4-2.

Standard Proposal ---- Contract Form

Standard Exclusions:

Bolts or Hardware entering wood
Building permits
Carpentry and Glu-Lam hardware
Concrete reinforcing steel
Concrete inserts
Cost of bonds and special insurance
Cost of inspection, testing and preparation
Cutting or drilling of our work to accommodated other trades
Demolition, cutting or drilling concrete
Field painting
Final and fine plumbing of columns supporting wood
Finish Painting, Flouro Polymer,Kynar
Floor & Slab protective coverings
Furring channel or angles
Furnishing Anchors for other trades
Glass-stops
Grating, covers and frames
Grouting or dry-packing under Brng or Base Plates
Joist hangers welded to steel
Metal 10 gauge and lighter
Metal studs and metal sash
Non-ferrous metals and stainless steel
Participating in penalties or liquidated damages applied to Buyer
Pipe sleeves and back-up plates for other trades
Removal of Fall Protection.
Roof hatches or access doors
Removal and Replacing Fireproofing
Sandblasting or flame-cleaning of steel before painting
Shoring other than for our purposes
Stair Nosings & Toe Boards
Survey or cost thereof U.N.O.
Wire mesh or chainlink work
Wood nailers
Work that is not specifically detailed on Architectural or Structural drawings
Welding of concrete reinforcing steel to structural steel

NOTES:

1. Due to cyber security concerns involving fraudulent ACH and Wire Transfers, we only accept payment by check unless ACH or Wire Transfers are set up with our correct acount information at the time of contract.
2. Contractor to provide free, clear, and firm access (graded if necessary) to the interior of the building for truck, equipment and crane use.
3. Contractor to provide free, clear, and firm access (graded if necessary) adjacent to the building for truck, equipment and crane use.
4. Provisions for suitable ground conditions and subgrade support for the erection crane.
5. Assumes all anchor bolts to be chased clean by others and left with level nuts set to correct elevations after having been properly set and straightened.
6. Junior Steel Co. will hoist metal deck. Deck is to be delivered to job, spread, and tack welded by others to coincide with our erection schedule and in ample time for use as a work platform and safety planking for our crew.
7. General Contractor will provide a manlift and operator at no expense to Junior Steel Co. and without delaying the continuous erection of structural steel.
8. Progress payments to start with receipt of material by Junior Steel Co. Retention payment due thirty days after the completion of work covered by this proposal.
9. Field work is to be performed in compliance with the current provisions of the District Council of Ironworkers of the State of California and Vicinity labor agreement.
10. Junior Steel Co. will provide and install two-line safety cable on the building perimeter (including roof) to be maintained by others. Any protection required at floor or roof penetrations shall be provided by others so as not to delay the continuous erection of structural steel. All safety cable materials to be removed, coiled, and stored on ground by others for Junior Steel Co. pick up.
11. **This proposal subject to approval within (90) days.**
12. **Delivery date to be confirmed at time of award.**
13. General Contractor will provide correct line and grade indications at all embedded connection plates requiring field welding.
14. All construction barricades and/or pedestrian or traffic control personnel will be furnished by others.
15. Free and clear unobstructed access to work points to be provided by others, including removal of existing ductwork, sprinklers, electrical, etc.
16. Assumes normal working hours.
17. Final alignment of columns supporting wood framing will be by others.
18. All core drilling of attachment holes through concrete or masonry will be by others.
19. All local reinforcement of unframed deck penetrations is by others.
20. Steel stairs that are to be furnished and installed by others will need to coincide with our erection sequence.
21. The quoted price above does NOT include any costs related to COVID-19 safety requirements or procedures beyond those we have outlined in our IIPP package. Any additional requirements will result in a surcharge.
22. If Metal Decking is offered in this proposal it will not include BIM coordintion services unless noted specifically on theis proposal.
23. Fabrication accreditations for IAS or IAS AC172.
24. JSC generates their Shop Drawings in Tekla Modeling and or Autocad (.ifc, .dwg .pdf) No Conversions to Navis works or any other format is offered.

Rough Carpentry

ABDELLATIF
ENTERPRISES, INC.

Rough Carpentry Proposal

Project name: Fremont MS
Project location: Oxnard, Ca
Date submitted: October 30, 2025

SCOPE OF WORK:

Inclusions:

1. Rough Carpentry for the Buildings 1,2,and 3 including lumber and catalog hardware per plans.
2. Wood framed walls, floors, and roofs.
3. Red Built Trusses and glulam beams.
4. Misc blocking shown on plans.
5. Wood framed roof crickets.
6. Structural hardware and shear panel.
7. Addendum 1
8. Union labor

Total **$6,060,864**

Exclusions:

1. Non catalog hardware.
2. Setting of hollow metal frames, doors, and windows.
3. Bim modeling/coordination.
4. Fiber cement siding (see separate proposal for this scope).
5. Building Paper/water proofing.

DIR # 1000001544

Contact Craig Scott for questions regarding this bid: Cell-949-463-0674

26072 Merit Circle, Suite 103, Laguna Hills, CA 92653 License #662128
Telephone 949-215-4790, Fax 949-215-4794

W.S. KLEM CONTRACTOR, INC.

5405 E. La Palma Ave., Anaheim, CA 92807 Office (310) 414-0455 fax (310) 414-0464

*** Proposal for Rough Carpentry ***

JOB NAME : **Fremont MS Recosntruction** Spec Sections: 061000

ADDRESS : 1130 North M Street
Oxnard, CA 93030

Architect : SVA Architects

Building Area	80,000	Addendum	1 Reviewed	Estimator:	Joe Dana
				Dir. Phone:	(310) 529-9242

Bid Date	10/30/2025	File Name		Date:	10/30/2025
				Run Time:	1:44 PM
Contractor:	Viola			Phone….	
				Fax ……	
Contact:					

Description:	See Scope Sheet	Plan Dates:	1/17/2025
		Pages:	See Scope Sheet

BASE BID

All Labor, Materials, Catalog Hardware And Sales Tax For The Sum Of…… **$ 5,909,600**

==========

To include bond costs, Add 2%

TYPICAL EXCLUSIONS: Cost of Bond - Work not shown on drawings - All Temporary Handrails - Inspection or Engineering Costs - Wainscots - Grouting or Drypacking - Demolition - Metal or Tile Roof Stripping - Sitework Work after Plaster, Drywall or Roofing - Embedded Items in Concrete or Masonry - Miscellaneous or Fabricated Metal - Any Welding - Any Hardware Welded to Steel - Setting Doors, Jambs & Window Frames - Finish Carpentry - Finish Hardware Crickets - Layout For Other Trades - Debris Removal From Job Site - Mold Remediation - Fire Retardent Materials Clear And Hardwood Materials - Staining and finishing of materials - Parking Costs

IS Network#.....400-668106

Our California State Contractor License Number is 735376

SB-854 California Public Works Registration #1000009829

Progress payments for each month end, to be paid by the 20th of the following month.
This proposal is based on an industry standard subcontract
This Proposal is good for 30 days unless noted otherwise
Proposal is based on normal Monday through Friday working hours.
Retention is to be paid 35 days after completion of the carpentry work.

W.S. Klem Contractor, Inc.
5405 E. La Palma Ave., Anaheim, CA 92807 OFFICE (310) 414-0455 FAX (310) 414-0464

Date: 10/30/2025

Scope Sheet

RE: OSD- Freemont MS Reconstruction

Rough Carpentry for subject Building

Includes: Lumber, plywood, nails, screws, catalog hardware, labor, supervision, sales tax & overhead to complete wood framing for the above listed building as shown on drawings dated : 1/17/2025

Addendum 1 Reviewed

Furnish and Install:

1. New Wood Wall Framing, Simpson catalog hardware, nailers on steel posts, plywood sheathing at all exterior walls and shearwalls per notes.
2. All lumber is figured per specifications. No FSC certification is required as that is not noted on the 06100 specs, just misc. lumber. (see list of items included on 061000-1.1.A1-8).
3. I-joist and open web joists are figured from Redbuilt as is the basis of design.
4. **Classroom Building:……$4,084,300.00**
    a. Includes I-joists, blocking, Holdowns, blocking and plywood sheathing at the 2nd floor.
    b. Includes open-web joists, blocking and plywood sheathing at the roof per structural drawings.
    c. Includes curbs and platform framing for HVAC equipment as shown on structural drawings. (preab curbs are by others).
    d. Cricket framing included per architectural details. (on wood roof areas only)
5. **MPR Building:……$1,318,800.00**
    a. Wood framing over steel trusses, blocking and roof sheathing. WS Klem will need to install wood nailers on trusses prior to the trusses being installed.
        i. *Steel truss system is furnished and installed by others.*
    b. Wall framing with catalog hardware, shearwall ply and low roof framing around MPR section per structural drawings.
6. **Admin Bldg:……$506,500.00**
    a. Wall framing, catalog hardware, plywood on shearwalls and exterior walls.
    b. Conventional roof framing, blocking as noted on structural drawings, catalog hardware nad roof sheathing.
7. Sewer Lift Bldg:……No Scope Incl.
8. Electricla Room/ Trash:……No Scope Incl.

W.S. Klem Contractor, Inc.
5405 E. La Palma Ave., Anaheim, CA 92807 OFFICE (310) 414-0455 FAX (310) 414-0464

NOTE: This pricing is based on current material pricing. In an effort to remain competitive, WS Klem cannot guarantee or hold lumber pricing should there be unforeseeable cost increases due to natural disasters, pandemics or trade negotiations after bid time.

Alternate(s) *Alternate pricing is include as an alternate to tbe base bid items above. Alternates are not offered as standalone a-la cart pricing.

1. Alternate 1: To include Fiber Cement Siding at the exteriors of the Classroom building per the exterior elevations. This includes Hardie Trim, Siding and installation. Excludes sheet metal, painting and caulking against adjacent areas. Excludes vapor barrier in this area as only one sub should be responsible for the vapor barrier on the whole building. Excludes any sheet metal trim & flashing. Hardie Siding is included as Primered only, no color plus (specs are not clear here). **ADD:……..$196,000.**
2. Alternate 2: To include embeds for Simpson holdowns and anchor bolts for our scope ONLY. **ADD:……..$60,000.00**

Excludes: Bonding and standard exclusions listed on page 1 of this proposal and…….

1. Debris Removal from jobsite, composite cleanups, etc.
2. Parking costs
3. **Excludes any work on the existing buildings on the adjacent portion of the school or on buildings/ structures not listed above.**
4. Demolition and Shoring.
5. Wood Finishing, staining and sealers.
6. Concrete Embedded hardware and anchor Bolts
7. Roof Crickets
8. Structural Steel, Misc. Metals and welding
9. Temp Power and general jobsite safety (i.e. handrails, dust control, weather protection, ladders or stairs etc.)
10. Metal stud framing, drywall, lath, flashings, vapor barriers, suspended ceilings and T-bar. Interior wall backing.
11. Blocking for MEP supports, T-bar and lighting supports, etc. We are not able to quantify amounts and routing for their work.
12. Installation of Hollow Metal Door & Window Frames.
13. Shop drawings/ framing plans unless noted in inclusions.
14. Finish Carpentry, Millwork and Certification in accord with AWI quality certification (millwork requirement only).
15. LEED's and FSC requirements.
16. Pollution and E&O Insurance.

W.S. Klem Contractor, Inc.
5405 E. La Palma Ave., Anaheim, CA 92807 OFFICE (310) 414-0455 FAX (310) 414-0464

17. This proposal is based on WS Klem's standard insurance coverage. Additional coverage will be at additional cost.

CORE CONTRACTING, INC
1530 FARADAY AVE | CARLSBAD, CA 92008
760-683-8308

FRAMING PROPOSAL

CA License # B, C-5 - 905751
DIR #1000012197

Attention:	**Brian R. Szal**	Job Name:	**Fremont Middle School Reconstruction**
Company:	**Viola, Inc.**	Date:	**10/30/25**
Address:	**5811 Olivas Park Dr., Suite 204**	Address:	**1130 North M Street**
City:	**Ventura, CA 93003**	City:	**Oxnard, CA 93030**
Phone:	**805 487 3871**	Architect:	**SVA Architects**
Email:	**estimating@violainc.com**	Plans Dated:	**1/17/25 – DSA Submittal Set – Addendum 1 noted**

We hereby propose to furnish union labor and materials for the Rough Carpentry portion of project, complete in accordance with the plans and specifications below, for the sum of:

BASE BID: **$6,525,570**

ACCOUNTING BREAKOUTS: $4,449,716 Classrooms
$1,445,469 MPR
$630,385 Administration

SCOPE: All union labor, materials, equipment necessary to complete all rough carpentry, including …
Building 1 – Classrooms – 2x and 3x DF wall framing at first and second floor, 3x DF blocking at shear walls, headers, posts, 4x DF top plate per 9C/SD1.6 and 2nd floor walls, 6x8 DF posts at double HD's per 9/SD1.8, 2x DF parapets walls, 4x DF blocking and HTT's per 6/SD5.1, ledgers, 4x DF nailers at steel I-beams and steel columns, 3x DF blocking and CMST straps per 5A/SD1.11, 2x4 DF at depressed floor per 15/S5.1, DF blocking for sunshades per A-68.2, 2x DF furring walls, 4x DF blocking at furring walls per 16/SD4.3, Redbuilt I-joists, LSL and LVL per plan with submittal package, GLB per plan, 15/32" APA CDX Struc 1 wall sheathing (furring walls sheathing included), 3/4" CDX Struc 1 T&G floor sheathing, 4x and 6x brace blocking per SD5.2, installation of L4x4x3/8" braces at roof top parapets per SD5.2 (supplied by others), 2x DF corridor joists, 2x DF roof joists, head outs for roof penetrations (roof drains, roof hatch, EF, HVAC units) per details on sheet SD1.9, 2x6 DF head outs for flat vents, ceiling joists, interior blocking for other trades, 1/2" CDX Struc 1 roof sheathing, framing for crickets as shown on architectural roof plans, 3/4" ACX FRT sheathing at Data or electrical rooms, holdowns with layout and embeds, mudsill anchor bolts with layout at jobsite, nailing per plan and Simpson catalog hardware.
MPR Building - 2x and 3x DF wall framing, 3x DF blocking at shear walls, headers, posts, 2x DF parapets walls, 6x8 DF posts at double HD's per 9/SD1.8, 2x DF parapets walls, ledgers, 4x DF nailers at steel I-beams and steel columns, 3x DF blocking and CMST straps per 5A/SD1.11, DF blocking for sunshades per A-68.2, Redbuilt I-joists, LSL and LVL per plan with submittal package, GLB per plan, 15/32" APA CDX Struc 1 wall sheathing, 4x and 6x brace blocking per SD5.2, installation of L4x4x3/8" braces at roof top parapets per SD5.2 (supplied by others), 2x DF roof joists, head outs for roof penetrations (roof drains, roof hatch, EF, HVAC units) per details on sheet SD1.9, framing at the lunch shelter with fascia per S2-3.1, 15/32" APA CDX Struc 1 roof sheathing at the low roof, 19/32" APA CDX Struc 1 roof sheathing at the high roof, 6x10 DF building ties per 3/S2-4.1 (flat straps by others), 4x nailers at T1 truss top chords and bracing per 3/S2-4.1, blocking with HD7B holdowns per 11/SD5.3, head outs for roof penetrations (roof drains, roof hatch, EF, HVAC units), 2x10 DF roof joists at high roof (4x10 DF at all roof edges),

Note: If this proposal is more than 15% below your lowest sub quote, this bid is null and void unless confirmed by our office prior to bid opening. This procedure will protect everyone, in the event of an inadvertent clerical error.

All material is guaranteed as specified. All work to be completed in a workmanlike manner according to standard trade practices. Any alteration or deviation from 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, flood, tornado, and other necessary insurance. We carry adequate liability and auto insurance, and our workers are covered by Workers Compensation Insurance.

interior blocking for other trades, framing for crickets as shown on architectural roof plans, holdowns with layout and embeds, mudsill anchor bolts with layout at jobsite, nailing per plan and Simpson catalog hardware.
Building 3 – Administration - 2x and 3x DF wall framing, 3x DF blocking at shear walls, headers, posts, 2x DF parapets walls, 6x8 DF posts at double HD's per 9/SD1.8, 2x DF parapets walls, ledgers, 4x DF nailers at steel I-beams and steel columns, 3x DF blocking and CMST straps per 5A/SD1.11, DF blocking for sunshades per A-68.2, Redbuilt I-joists, LSL and LVL per plan with submittal package, GLB per plan, 15/32" APA CDX Struc 1 wall sheathing, 4x and 6x brace blocking per SD5.2, installation of L4x4x3/8" braces at roof top parapets per SD5.2 (supplied by others), 2x DF roof joists, 2x DF roof joists, head outs for roof penetrations (roof drains, roof hatch, EF, HVAC units) per details on sheet SD1.9, 15/32" APA CDX Struc 1 roof sheathing, interior blocking for other trades, framing for crickets as shown on architectural roof plans, holdowns with layout and embeds, mudsill anchor bolts with layout at jobsite, nailing per plan and Simpson catalog hardware.

Our bid is based on providing all PT wood as KDAT, 2x material as S-dry and 3x, 4x and 6x material as air dried at the jobsite to meet a 19% moisture content level. All 4x and 6x DF lumber is bid as FOHC.

ALTERNATE 1: Add **1%** to the base bid if a payment & performance bond is required.

STANDARD EXCLUSIONS: All fabricated, non-catalog and/or embedded hardware (U.N.O), welding, door and window installation, finish carpentry or millwork unless specifically included, FSC Certified lumber, fire retardant treated lumber unless specifically noted, metal stud framing, 19% moisture content in lumber (U.N.O.), haul off of debris, OSHA approved safety railing, off hours work, shoring, demolition, temp power, supply and installation of T1 trusses and blocking at high MPR roof.

Note: If this proposal is more than 15% below your lowest sub quote, this bid is null and void unless confirmed by our office prior to bid opening. This procedure will protect everyone, in the event of an inadvertent clerical error.

All material is guaranteed as specified. All work to be completed in a workmanlike manner according to standard trade practices. Any alteration or deviation from 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, flood, tornado, and other necessary insurance. We carry adequate liability and auto insurance, and our workers are covered by Workers Compensation Insurance.

Siding

ABDELLATIF
ENTERPRISES, INC.

Fiber Cement Siding Proposal

Project name: Freemont MS
Project location: Oxnard, Ca
Date submitted: October 30, 2025

SCOPE OF WORK:

Inclusions:

1. Hardie Plank Siding per Specifications.
2. Tyvek weather barrier and associated flashings.
3. Fiber cement panel and trim where indicated on Plans.
4. Metal corner profile as indicated on plans.
5. Drip edge metal between fiber cement products.
6. Color plus siding, non-color plus trim and panels.
7. Caulking between fiber cement products.
8. Addendum 1
9. Union labor

Building 1 **$109,443**

Total **$109,443**

Exclusions:

1. **Artisan siding which is shown on 15/A63.3. Not sure where this goes and not in specifications.**
2. **Furring strips. Most details do not show furring strips.**
3. **Painting except touch up on color plus siding.**

DIR # 1000001544

Contact Craig Scott for questions regarding this bid: Cell-949-463-0674

26072 Merit Circle, Suite 103, Laguna Hills, CA 92653 License #662128
Telephone 949-215-4790, Fax 949-215-4794

W.S. KLEM CONTRACTOR, INC.

5405 E. La Palma Ave., Anaheim, CA 92807 Office (310) 414-0455 fax (310) 414-0464

*** Proposal for Rough Carpentry ***

JOB NAME : **Fremont MS Recosntruction** Spec Sections: 061000

ADDRESS : 1130 North M Street
Oxnard, CA 93030

Architect : SVA Architects

Building Area	80,000	Addendum	1 Reviewed	Estimator:	Joe Dana
				Dir. Phone:	(310) 529-9242

Bid Date	10/30/2025	File Name		Date:	10/30/2025
				Run Time:	1:44 PM
Contractor:	Viola			Phone….	
				Fax ……	
Contact:					

Description:	See Scope Sheet	Plan Dates:	1/17/2025
		Pages:	See Scope Sheet

BASE BID

All Labor, Materials, Catalog Hardware And Sales Tax For The Sum Of…… **$ 5,909,600**

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To include bond costs, Add 2%

TYPICAL EXCLUSIONS: Cost of Bond - Work not shown on drawings - All Temporary Handrails - Inspection or Engineering Costs - Wainscots - Grouting or Drypacking - Demolition - Metal or Tile Roof Stripping - Sitework Work after Plaster, Drywall or Roofing - Embedded Items in Concrete or Masonry - Miscellaneous or Fabricated Metal - Any Welding - Any Hardware Welded to Steel - Setting Doors, Jambs & Window Frames - Finish Carpentry - Finish Hardware Crickets - Layout For Other Trades - Debris Removal From Job Site - Mold Remediation - Fire Retardent Materials Clear And Hardwood Materials - Staining and finishing of materials - Parking Costs

IS Network#.....400-668106

Our California State Contractor License Number is 735376

SB-854 California Public Works Registration #1000009829

Progress payments for each month end, to be paid by the 20th of the following month.
This proposal is based on an industry standard subcontract
This Proposal is good for 30 days unless noted otherwise
Proposal is based on normal Monday through Friday working hours.
Retention is to be paid 35 days after completion of the carpentry work.

W.S. Klem Contractor, Inc.
5405 E. La Palma Ave., Anaheim, CA 92807 OFFICE (310) 414-0455 FAX (310) 414-0464

Date: 10/30/2025

Scope Sheet

RE: OSD- Freemont MS Reconstruction

Rough Carpentry for subject Building

Includes: Lumber, plywood, nails, screws, catalog hardware, labor, supervision, sales tax & overhead to complete wood framing for the above listed building as shown on drawings dated : 1/17/2025

Addendum 1 Reviewed

Furnish and Install:

1. New Wood Wall Framing, Simpson catalog hardware, nailers on steel posts, plywood sheathing at all exterior walls and shearwalls per notes.
2. All lumber is figured per specifications. No FSC certification is required as that is not noted on the 06100 specs, just misc. lumber. (see list of items included on 061000-1.1.A1-8).
3. I-joist and open web joists are figured from Redbuilt as is the basis of design.
4. **Classroom Building:……$4,084,300.00**
    a. Includes I-joists, blocking, Holdowns, blocking and plywood sheathing at the 2nd floor.
    b. Includes open-web joists, blocking and plywood sheathing at the roof per structural drawings.
    c. Includes curbs and platform framing for HVAC equipment as shown on structural drawings. (preab curbs are by others).
    d. Cricket framing included per architectural details. (on wood roof areas only)
5. **MPR Building:……$1,318,800.00**
    a. Wood framing over steel trusses, blocking and roof sheathing. WS Klem will need to install wood nailers on trusses prior to the trusses being installed.
        i. *Steel truss system is furnished and installed by others.*
    b. Wall framing with catalog hardware, shearwall ply and low roof framing around MPR section per structural drawings.
6. **Admin Bldg:……$506,500.00**
    a. Wall framing, catalog hardware, plywood on shearwalls and exterior walls.
    b. Conventional roof framing, blocking as noted on structural drawings, catalog hardware nad roof sheathing.
7. Sewer Lift Bldg:……No Scope Incl.
8. Electricla Room/ Trash:……No Scope Incl.

W.S. Klem Contractor, Inc.
5405 E. La Palma Ave., Anaheim, CA 92807 OFFICE (310) 414-0455 FAX (310) 414-0464

NOTE: This pricing is based on current material pricing. In an effort to remain competitive, WS Klem cannot guarantee or hold lumber pricing should there be unforeseeable cost increases due to natural disasters, pandemics or trade negotiations after bid time.

Alternate(s) *Alternate pricing is include as an alternate to tbe base bid items above. Alternates are not offered as standalone a-la cart pricing.

1. Alternate 1: To include Fiber Cement Siding at the exteriors of the Classroom building per the exterior elevations. This includes Hardie Trim, Siding and installation. Excludes sheet metal, painting and caulking against adjacent areas. Excludes vapor barrier in this area as only one sub should be responsible for the vapor barrier on the whole building. Excludes any sheet metal trim & flashing. Hardie Siding is included as Primered only, no color plus (specs are not clear here). **ADD:……..$196,000.**
2. Alternate 2: To include embeds for Simpson holdowns and anchor bolts for our scope ONLY. **ADD:……..$60,000.00**

Excludes: Bonding and standard exclusions listed on page 1 of this proposal and…….

1. Debris Removal from jobsite, composite cleanups, etc.
2. Parking costs
3. **Excludes any work on the existing buildings on the adjacent portion of the school or on buildings/ structures not listed above.**
4. Demolition and Shoring.
5. Wood Finishing, staining and sealers.
6. Concrete Embedded hardware and anchor Bolts
7. Roof Crickets
8. Structural Steel, Misc. Metals and welding
9. Temp Power and general jobsite safety (i.e. handrails, dust control, weather protection, ladders or stairs etc.)
10. Metal stud framing, drywall, lath, flashings, vapor barriers, suspended ceilings and T-bar. Interior wall backing.
11. Blocking for MEP supports, T-bar and lighting supports, etc. We are not able to quantify amounts and routing for their work.
12. Installation of Hollow Metal Door & Window Frames.
13. Shop drawings/ framing plans unless noted in inclusions.
14. Finish Carpentry, Millwork and Certification in accord with AWI quality certification (millwork requirement only).
15. LEED's and FSC requirements.
16. Pollution and E&O Insurance.

W.S. Klem Contractor, Inc.
5405 E. La Palma Ave., Anaheim, CA 92807 OFFICE (310) 414-0455 FAX (310) 414-0464

17. This proposal is based on WS Klem's standard insurance coverage. Additional coverage will be at additional cost.

Misc Carpentry

26-23: Fremont Middle School Reconstruction

Prepared by Viola Inc. - Ventura, CA 93003, United States of America

Bid Package Lead: Viola Estimating (estimating@violainc.com)

Project Location: 1130 North M Street, Oxnard, CA 93030, United States of America

061053: Misc Carpentry

M&T Concrete

Base Bid

$469,600

	Unit	Qty	Unit Cost	Total Cost
LINE ITEMS				
Misc Carpentry				$469,600
INCLUSIONS				**$0**
Bathroom accessory installation & misc. fixture blocking			YES	
Display board track & soffit carpentry			YES	
Interior and exterior door hardware install			YES	
Millwork end panels install			YES	
Corner guards and door weatherstripping			YES	
Base Bid Total				**$469,600**

SCOPE-SPECIFIC CLARIFICATIONS

Provide all required labor, material, equipment, tools, transportation, taxes, insurance and services necessary to perform all Misc Carpentry and associated work in accordance with the Contract Documents.

Provide competent supervision continuously to perform all work described in Scope of Work as directed by the Project Superintendent in accordance with the Construction Schedule and all subsequent revisions, including but not limited to the following:

Furnish and install every single wood component required for complete Misc Carpentry scope in accordance with the Contract Documents. All work shall be level, plumb, square where applicable and in true alignment with gridlines and related structural components. Remove from use any component which would deter framework uniformity for subsequent architectural finishes or treatments. Provide clean up of own work.

GENERAL ACKNOWLEDGMENTS	
Acknowledge all Addenda	YES
Acknowledge Prevailaing Wage rates	YES
Acknowledge Skilled & Trained Laborforce requirements	YES
Acknowledge PLA requirements	YES
Acknowlege all Special Provisions/Exhibits: Subcontract, Insurance, Prequalification	YES
Completed and Submited Qualifications Form (Exhibit A)	YES

BOND INFORMATION	
What is your bond rate?	1.00%
CERTIFICATIONS	
California State License number	179501
Address on proposal	YES
DIR number	1000009424
"Off-Road Diesel-Fuel vehicles" will be used and SUBCONTRACTOR'S CARB compliance certification is attached to proposal	NO
DISCLAIMERS AND CLARIFICATIONS	
Subcontractor shall provide all labor, material, equipment, tools, transportation, taxes, insurance and services necessary to perform associated work in accordance with the Contract Documents.	
Viola Inc. is an Equal Opportunity Employer and encourages all DVBE/SBE/DBE/MBE/WBE subcontractors to submit a proposal for this project. At the option of Viola Inc., 100% bonding of any/all subcontractors may be required. Subcontractor proposals shall not limit their obligations nor diminish the requirements for this work which shall be completed in its entirety per Plans, Specifications, and all Addenda without exception. An unmodified 2025 AGCC-03 long form Subcontract will be used. Additional insured endorsement is required from all subcontractors pursuant ISO Form CG 2010 1185 or equal, no exceptions.	
Skilled & Trained Workforce Requirements: Subcontractors shall comply with Education Code 17407.5 and Public Contract Code section 2600-2602, that requires subcontractors at every tier will use skilled and trained workforce to perform all the work on this project or contract that falls within an apprenticeable occupation in the building and construction trades. Compliance reports may be required with monthly progress billing.	
This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.	
Pursuant to Public Contract Code section 20111.6 and Education Code 17406, only prequalified bidders will be eligible to submit a bid for contracts $1 million or more using or planning to use state bond funds. Any subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-42, C-43 or C-46 licenses who have not been prequalified, will not be listed. It must be submitted to the District at least 10 business days before the bid date and approved least 5 business days before the bid date.	

This project will be on an active school campus. All onsite personnel must comply with California Education Codes 45125.1, 45122.1, and 45125.2. All Subcontractors under the Contractor shall comply with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.	
Bidder must be able to meet insurance requirements and required limits outlined in the Insurance Exhibit and Prime Contract.	
This Project is subject to a Project Labor Agreement. The successful bidder and all subcontractors will be required to be bound by the Project Labor Agreement	
The District will not be a party to any subcontracts.	
Subcontractor pricing good for 90 days	
Summary	

Architectural Woodwork

STOLO CABINETS
Since 1953

1953 - 2025
72
YEARS OF EXCELLENCE

Date: 10/30/2025 State License: #267920
To: Estimator Federal Tax ID #95-2670751
Project: Fremont Middle School Reconstruction Project

We propose to furnish materials and labor for the following. The use or acceptance of this bid by the Contractor shall be acceptance of the general terms and conditions attached **(see page 2 of this document)**.

INCLUSIONS:	**EXCLUSIONS:**
Addendum Noted: 1 **Section 06 40 00 Architectural Woodwork** -Plastic laminate cabinets -Plastic laminate countertops -4" wire pulls This proposal includes _6_ deliveries. Shop Drawings (Submitted Electronically) Mockups provided per spec upon written request Installation of all the above (UNION) Tax **Base Bid----------$151,950.00** **Note: This proposal is based on current material pricing. Material cost increases beyond our control may affect the contract price**	-Finishing, painting, or priming -Backing or blocking in walls -Textera or other billing software costs -Composite cleanup crew -Responsibility for temp/ humidity at site -Overtime or premium time -Fire rated materials -Protection of casework after installation -Material/ labor costs due to project delays past the original bid schedule dates -Sliding/fixed markerboards & tackboards -06 20 00 Finish Carpentry (none found) -Metal casework, lockers, shelving -Wood veneer casework (none found) -Solid Surface/quartz/stone countertops (none found) -Music storage casework & library casework -Wood stairs & railings (none found) -Plastic laminate wall panels -Solid color & chemical resistant laminate -WI CSIP casework installation -OFCI work -3/4" cabinet backs -Locks

This quote is good for 45 days
DIR Reg.#1000004779
SBE Enterprise #0038763

Submitted By: Valdemar Lozano x120
vlozano@stolocabinets.com

860 Challenger St. • Brea,CA • 92821 • (714) 529-7303 phone (714) 529-3043 fax • Lic # 267920

GENERAL TERMS AND CONDITIONS FORMING A PART OF THIS AGREEMENT

1. The use or acceptance of this bid/proposal by the purchaser/contractor shall be acceptance of the terms and conditions recited herein.

2. A bond is not included in this proposal unless specifically indicated. Should a bond be required the rate will be 1.50% and shall be paid by the purchaser/contractor. Bond premium is based on job completion within one calendar year and additional costs will apply to all jobs that run beyond one year. If a bond is required, it shall be requested in written form prior to full execution of this or any agreement.

3. Unless otherwise stated herein, any use of laminate plastic material is based on Formica's standard patterns and finishes. Any other laminate plastic, including wood grain or directional laminates and/or the use of multiple colors within a cabinets or area of the project, will be subject to an up charge. Likewise, any use of solid surface material is based on Corian's standard colors & matt finishes. Splashes are sit-on U.N.O.

4. All workmanship is guaranteed for one year against defects in workmanship from the date of completion of installation. The exclusive remedy shall be that Stolo Cabinets. will replace or repair any part of our work, which is found to be defective at our option. Stolo Cabinets. will not be responsible for special, incidental, or consequential damages. Stolo Cabinets. shall not be responsible for damage to its work by other parties or for improper use of its work or equipment by others.

5. Stolo Cabinets. shall be paid monthly progress payments on or before the 15th of each month for the value of work completed through the 30th of the previous month, including the value of materials and equipment suitably stored on or off the project site.

Full and final payment, including all additions to this quote, shall be due 30 days after the work described herein is substantially completed. No provision of this agreement shall serve to void Stolo Cabinets. entitlement to full payment for properly performed work or suitably stored materials.

6. All sums not paid after 45 days when due, shall bear interest at the rate of 1 1/2% per month or the maximum legal rate permitted by law, whichever is less, and all costs of collection, including reasonable attorney's fees shall be paid by the purchaser/contractor. If timely payments are not made for work performed or material stored, Stolo Cabinets. will have the right to stop performance.

7. No back charge or claim by the purchaser/contractor for services shall be valid except by an agreement in writing before the work is executed except in the event that the purchaser/contractor notifies Stolo Cabinets. of a default in writing and allows Stolo Cabinets. reasonable time to correct any deficiency before incurring any cost chargeable to Stolo Cabinets.

8. Submittals: Shop drawings (if required) will be commenced upon an executed subcontract. Submission date to be mutually agreed. Specific requirements of the plans and/or specifications will not supercede the preceeding unless noted on page 1 of SCI proposal.

9. We require 8-10 weeks for manufacturing after we have the following: approved shop drawings, color and material selections, site completely framed, ready to measure, RFI's have been answered, cut sheets and dimensions for equipment, appliances, plumbing, and any other items that will affect the construction of our work, & a fully executed subcontract agreement.

10. All references to delivery, manufacturing and installation will be based upon Stolo Cabinets' standard manufacturing, delivery and installation schedule to be provided the contractor at any time upon request or written notice to Stolo Cabinets of acceptance of this bid and contract. The standard manufacturing., delivery, and installation schedule will be incorporated into the project schedule. Delivery and installation will commence: When there is reasonable access to the building & to the areas where our work is to be performed, when exterior doors and windows have been installed for temperature control and security purposes, storage areas are at a relative humidity of between 50% & 55% at 70 degrees and the air conditioning and heating system is functioning per W.I.C. guidelines, areas of operation are enclosed, dry, broom clean, and free of other trades whose work could damage our product.

11. Our project manager will request of your company, a delivery, and installation date. This information is extremely important in planning our manufacturing/installation schedules and must be accurate. If your project is not ready within 3 days of the date you have indicated, your project may be moved behind other projects which have held to their installation dates and to which we are contractually bound.

12. Purchaser/contractor is to prepare all work areas to be acceptable for Stolo Cabinets. work. Stolo Cabinets. will not be called upon to start until sufficient areas are ready to insure continual work. Reasonable accessibility to building for delivery and installation personnel must be provided. Cost of parking is not included unless specifically indicated. This proposal does not include provisions for phased work U.N.O.

13. Stolo Cabinets. shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of this proposal. Stolo Cabinets. shall not be responsible for delays or default where occasioned by any causes of any kind and extent beyond its control, including, but not limited to: delays caused by Owner, General Contractor, Architect and/or Engineers, delays in transportation, shortages of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and Acts-of-God. Stolo Cabinets. shall be entitled to equitable adjustment in the subcontract amount for additional costs due to unanticipated project delays or accelerations.

14. Nothing in this agreement shall serve to void Stolo Cabinets. right to file a lien or claim on its behalf in the event that any payment to Stolo Cabinets. is not made in a timely manner.

15. The contractor shall furnish all temporary site facilities including suitable storage space, construction hoist when required, temporary electrical and on-site trash receptacle at NO COST to Stolo Cabinets.

16. The purchaser/contractor shall make no demand for liquidated damages or actual damages for delays for more than the amount actually paid by the purchaser/contractor and to the extent actually caused by Stolo Cabinets. and only if Stolo Cabinets. has been given 48-hour written prior notice of the deficiencies that may cause such action.

17. The contractor shall purchase and maintain all risk insurance upon the full value of the entire work and/or materials delivered to the job site, which shall include the interest of Stolo Cabinets. A Waiver of Subrogation Endorsement is not included in this proposal unless specifically indicated.

18. No extra work beyond the scope of this proposal need be performed until Stolo Cabinets has received a signed change order. Any extra work shall be priced on a pro rata basis of the original quote or if this method is not acceptable then, time and material will be billed at 125% of the total costs of all materials used and all direct labor including detailing, co-ordination, and delivery, plus 10% of the above for profit.

19. A Schedule of Values will be provided and made a part of the contract. That SOV will not include items for punch list, close out documents, or testing unless stated otherwise in our proposal.

20. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State Licensee Board, 9821 Business Park Drive, P.O. Box 26000, Sacramento, California 95826.-1703

Waterproofing

BEST CONTRACTING PROPOSAL

Proposal For:	**Estimator / Project Manager**	**Proposal No:**	xx-xxxxx
Company:	**Viola Inc.**	**Phone:**	
Email Address:		**Cell:**	
Project:	**Fremont Middle School Reconstruction**	**Date:**	***XXXXX***
Project Address:	1130 North M Street, Oxnard, CA 93030		

Plans Dated: 1/17/25 Addendums Noted: 1

Pursuant to your request we are providing the following for your consideration. If you have any questions, you may call **Jorgen Kong**'s cell phone at (310)489-0711 or contact via E-mail at jkong@bestcontracting.com**.**

SCOPE OF WORK:

Section 071300 – Sheet Waterproofing

Area (1): Elevator Pit walls and floor (Approximately 300 sf)

- Furnish and Install Bituthene 4000
- Furnish and Install Drain Board (@ Horizontal)
- Basis of Design – *GCP*
- **Price: $ 26,670.00**

Section 071600 – Cementitious & Reactive Waterproofing

Area (2): Elevator Pit walls and floor(interior) (Approximately 300 sf)

- Furnish and Install Xypex System
- Basis of Design – *Xypex Inc.*
- **Price: $ 18,840.00**

Section 071700 – Bentonite Waterproofing

Area (3): under SOG and Footing (Approximately 52,791 sf)

- Furnish and Install Swellprufe
- Furnish and Install Drain Board (@ Horizontal)
- Furnish and Install Protection Board
- Basis of Design – *GCP*
- **Price: $ 851,954.00**

No Section – HFA Waterproofing

Area (4): under topping slab @ Level at Bldg 1 (Approximately 1,335 sf)

- Furnish and Install Primer
- Furnish and Install HFA
- Furnish and Install Protection Board
- Furnish and Install Drain Board
- Basis of Design – *American Hydrotech*
- **Price: $ 44,300.00**

PRICE:……..…… ……..……**$ 941,764.00**
Furnished and installed including all labor, material and equipment required to complete the scope of work.

EXCLUSIONS:

- ☑ Fencing or Barricades
- ☑ Base drain
- ☑ French Pocket
- ☑ Premium Time
- ☑ All Sheet Metals: Reglet CF, Curb Flashing, Coping Cap, Etc.
- ☑ Patching
- ☑ Vapor Barrier
- ☑ Protection of completed work from damage by other trades or construction traffic
- ☑ Permits, Inspection, Testing and Consultant costs and fees.
- ☑ Payment and performance bonds – if required – ADD 1% of bid.
- ☑ **All other work not specifically stated under Scope of Work above**

The General Terms and Conditions attached hereto are expressly incorporated into this Proposal and will form the contract between the parties.

This Proposal is valid for 60 days from the date of the Proposal.

We appreciate the opportunity to submit you a bid. Should you have any questions, please don't hesitate to contact me at (310) 328-6969 ext 255. I can also be reached on my cell phone at (310) 489-0711.

Respectfully Submitted,

Jorgen Kong

BEST Contracting Services, Inc.
License #456263
DIR# 1000000563

Proposal No.: 25-45019

GENERAL TERMS & CONDITIONS

Acceptance of this proposal by General Contractor ("Contractor") shall constitute acceptance of all terms and conditions recited herein and shall supersede any conflicting term in any other past or future Contractor or Project document. Contractor's agreement herewith shall be evidenced by Contractor listing BEST Contracting Services, Inc. ("BEST") in its bid documents or by permitting BEST to commence work for the Project:

1. BEST shall be paid monthly progress payments on or before the 15th of each month for the value of work completed plus the amount of materials and equipment suitably stored on or off site. Final payment shall be due 30 days after the work described in the Proposal is substantially completed. BEST shall have the right to stop work if any payment is not timely made and BEST may keep the job idle until all payments due are received; in no such event shall BEST be liable for damages arising from delay in completion.
2. All sums not paid when due shall bear interest at the rate of 1 ½ % per month.
3. No back-charges by, or claim of, the Contractor for services performed by others shall be valid against BEST unless agreed to in writing by BEST before the work is performed.
4. Contractor is to prepare all work areas so as to be acceptable for BEST's work. BEST will not be called upon to start work until sufficient areas are ready to insure a continuous work sequence, which is what the Proposal price is based upon. There will be a charge of: $3,500 for each break in the continuous sequence of work due to Owner or Contractor's action(s) or direction. The Contractor shall furnish all temporary site facilities, including suitable storage space, temporary electrical, toilets and water, and security at no cost to BEST.
5. BEST shall be given reasonable time in which to make delivery of materials and/or labor to commence and complete its work. BEST shall not be responsible for delays or defaults where occasioned by causes of any kind and extent beyond its control, including but not limited to: delays caused by the Owner, Contractor, architect and/or engineers, delays in transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and acts of God. BEST shall be entitled to an equitable adjustment in the subcontract amount for additional costs due to unanticipated Project delays or accelerations caused by others whose acts are not BEST's responsibility, as well as to time extensions for unavoidable delays. No liquidated damages may be assessed against BEST for more than the amount actually paid by the Contractor for unexcused delays to the extent actually solely caused and agreed to by BEST. Under no circumstances shall BEST be liable for consequential or indirect damages of any type, or damages for delay in completion of the Project.
6. BEST's work is guaranteed for a period of one year from the date of substantial completion or beneficial use, whichever is earlier. The exclusive remedy shall be that BEST, shall replace or repair any part of its work, which is found to be defective. BEST shall not be responsible for damage or defect caused by third parties, follow-on contractors, abuse, modifications, improper or insufficient maintenance, improper operation or normal wear, tear and usage.
7. Work called for herein is to be performed during BEST's regular working hours. All work performed outside of such hours shall be the basis for a change order, charged at BEST's prevailing overtime rates. The mark-up for profit and overhead for all change orders shall be at least twenty-five percent.
8. BEST will indemnify and hold harmless the Contractor from damages only to the extent such damages are caused by the sole negligent act or omission of BEST.
9. In the event of a price increase of material, supplies, equipment, or energy greater than five percent occurring between the date of this Proposal and the first day of performance of the specific work affected by the price increase, through no fault of BEST, the amount owed to BEST shall be equitably adjusted by change order(s) to reflect those price increase(s). BEST shall be entitled to such escalation costs regardless of Contractor being able to pass those costs through to the Owner.
10. BEST shall not be held responsible if the design or structure of the roof deck being roofed does not conform to the requirements of the UBC or other code requirements, with resulting standing or ponding water.
11. Should BEST be required to raise pipes, conduit, air conditioning units, duct work or other roof mounted equipment (collectively "roof top items") to roof under them, BEST will endeavor to handle these items with care, however, BEST will not accept any liability for damage to any these roof top items which are handled during normal roofing activity.
12. Contractor shall be responsible to compensate BEST for any increase made in the state or local sales tax rate that was not in effect at the time of bid and not reflected in the bid documents.
13. Due to the recent volatility in material prices, the price(s) stated in this proposal is/are valid only for contracts accepted and executed within 30 days of the date of this proposal.
14. NOTE that some of the materials and products specified to be used and installed in the construction of this project are, or may later become, unavailable, significantly delayed in shipment and/or subject to price increases due to circumstances beyond our control, including the current national and industry-wide materials shortage crisis, as well as the COVID-19 pandemic. With respect to material delivery, we can make no guarantees as to whether material lead times and delivery will accommodate the Project Schedule. Note that the actual lead time and delivery dates can only be provided by and confirmed by the material manufacturer. If a specified product is unavailable or shipment is or will be delayed, we will provide notice to you and shall be afforded a time extension on the project schedule, and substitute products, if available, may be considered.
15. If there is an increase in the actual cost of the labor or materials charged to us in excess of 5% subsequent to making this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to us. We will submit written documentation of the increased charges to you upon request. As an additional remedy, if the actual cost of any line item increases more than 10% subsequent to the making of this Agreement, we, at our sole discretion, may terminate the contract for convenience, without consequence.

END OF DOCUMENT

Letner ROOFING CO

CELEBRATING 65 1957-2022 YEARS

Lic. No. 689961

10/30/2025
Waterproofing Proposal
Addendum #1
ATTN: Estimating
Project: Fremont ES Reconstruction

Thank you for the opportunity of providing you with a proposal for this project
This proposal is to furnish you with the following scope of work per plans & specs

Area: Spec section 071300 Sheet Waterproofing
Work: Elevator pit exterior walls
1) Prime & install GCP Bituthene 3000 with drainage panel
Price $ 12,000.00

Area 2: Spec section 071600 Cementitious & Reactive Waterproofing
Work: Elevator pit nterior walls & floor
1) Install 1 coat of Xypex Concentrate & 1 coat of Modified
Price $ 12,000.00

Area 3: No Spec section, Hot Fluid Applied Asphalt Waterproofing
Work: Level 2
1) Prime & install 215 mils of reinforced Henrys 790-11
2) Perform leak detection or watertest & install drain board
Price $ 86,000.00

Total $ 110,000.00

Exclusions: Spec section 071700 Bentonite Waterproofing - not shown on plans, sheet metal, insulation, all substrate, sloping, expansion joints, waterstop, bottom drain systems, link seals, textura, protection of installed work, diversity program, parking, comp clean up

Bond Rate: 1.5% (not included)
Insurance Coverage: $15 million
Union: Yes
Sincerely,

Doug Lawheed
Estimator
(714) 633-0030 xt 1224
LETNER ROOFING CO.

Building Insulation

4597 FIRESTONE BLVD. ● SOUTH GATE, CALIFORNIA 90280 ● TELEPHONE: 619-463-0266 ● FAX: 619-589-9397

Attention: **ESTIMATING**
Contractor: GENERAL CONTRACTOR
Address:
City/state:
Phone:
Email:

Date: OCT. 29, 2025

Project: FREMONT MS
Address: 1130 N. M ST.
City/state: OXNARD, CA
Phone:

We purpose to furnish all labor, material, and equipment necessary to complete the following:

1. R30 unfaced fiberglass batt insulation at wood framed roof per Title 24
2. R19 unfaced fiberglass batt insulation at exterior walls per Title 24
3. R19 and R11 unfaced fiberglass batt insulation at interior walls per wall types

BASE BID: $141,186.00

Building 1: $84,961 Building 2: $38,009 Building 3: $18,216

Option: R19 unfaced fiberglass batt insulation at floor framing between Levels 1 and 2 at Building 1: Add: $19,311
Option: Foil faced batt insulation at roof and exterior walls ILO unfaced batt insulation: Add: $65,528
Option: 1" thick fiberglass board insulation at Tectum ceiling framing at Building 2: Add: $22,129

NOTE:
Excludes insulation at exterior corridor floors/ceilings (not indicated on plans)
Excludes sexual harassment and pollution insurance (not indicated, pricing available upon request)
Pricing is based upon 5% retention withholding
Pricing based on plans dated 1/17/2025 Addenda 1

Performance of work to be done in accordance with the best developed industry techniques and is contingent on the availability of the material.
The business carries Workman's Compensation, Public Liability, Property Damage, and Excess Liability Insurance.
Bid is based on the current market price of labor and material.
Prices subject to change in the event of a price increase prior to start of project.
This bid is subject to Building Department revisions.

If the services of an attorney be employed for the enforcement of any obligations of the purchaser, or the right of the seller, either by suit or otherwise, purchaser agrees to pay reasonable attorney fees.

All orders accepted are subject to clearance by our credit department and subject to signature of an officer of the Company at our discretion.

Accepted By:

Name Title Date

Company License No.

Prepared By:

SEAN ROSHOLM

SPRING VALLEY INSULATION CONTRACTORS
CALIFORNIA CONTRACTORS LICENSE # 202032
A CALIFORNIA CORPORATION
DIR #1000012801 SMALL BUSINESS ENTERPRISE

Membrane Roofing

BID PROPOSAL

Proposal For:	**Estimator / Project Manager**	**Proposal No:**	**25-45018**
Company:	**General Contractor**	**Phone:**	
Email Address:		**Fax:**	
Project:	**Fremont Middle School Reconstruction**	**Date:**	**10-29-25**
Project Address:	**1130 North M. Street Oxnard, Ca 93030**		

Plans Dated: 1-17-25 *Addendums Noted: 1*

Pursuant to your request we are providing the following for your consideration. If you have any questions, you may call **Mike Tabert** cell phone at **909-320-1515** or contact via E-mail at **mtabert@bestcontracting.com**.

SCOPE OF WORK:

SPEC SECTION# 075310 PVC Membrane Roofing

- Furnish and Install Approximately 47,300 Square Feet of Roofing Area at the Following:
  - *Bldg 1 Roof Segment A- Refer to A1-11.3. A*
  - *Bldg 2 Roof Segment B- Refer to A1.11.3.B*
  - *MPR Bldg- Refer to A2-11.2*
  - *Admin Bldg- Refer to A3-11.2*
- Furnish and Install ½" Den Deck Primed Coverboard
- Furnish and Install Adhered PVC Roofing System:
  - Basis of Design – Tremco
    - 60mil Tremply TPA
- Furnish and Install Base Flashings Membrane at Roof Curbs and Roof to Wall Transitions
- Furnish and Install Membrane Flashings at all MEP Roof Penetrations including parapet wall bracing stanchions, duct supports
- Furnish and Install (99) Clad Metal Roof Top Vents
- Furnish and Install Walk Pads
- Furnish and Install Clad Metal per Details
- 20 Years Manufacturer Warranty: Tremco or Equal

BASE BID PRICE: …….. $1,379,315.00
Furnished and installed including all labor, material and equipment required to complete the scope of work.

ALT DEDUCT PRICE: …….. -$714,500.00
Furnished and installed ***Carlisle 60mil PVC in Lieu of Tremco*** including all labor, material and equipment required to complete the scope of work.

EXCLUSIONS:

- ☑ Roof Accessories, Prefab Curbs, Skylights, Roof Hatches, Vents.
- ☑ All Sheet Metal, including coping cap, skirt metal, curb caps, gutters, downspouts, edgemetal, metal standing seam roofing, etc.
- ☑ Mockups other than in field
- ☑ Min R-Value Above Roof Deck Substrate, Batt Insulation, Rigid Insulation, Tapered Rigid Insulation
- ☑ Vapor Barrier, Temp Roofing
- ☑ Air Barriers, Waterproofing, Hot Fluid Applied Roofing, Green Roofs, Vegetated Roofs
- ☑ All carpentry – Plywood Sheathing, Wood Blocking, Wood Nailers, Parapet Backing, etc.
- ☑ HVAC, Mechanical or Related Duct Work, Electrical and Plumbing (including drains).
- ☑ Protection of completed work from damage by other trades or construction traffic
- ☑ Permits, Inspection, Testing and Consultant costs and fees.
- ☑ Payment and performance bonds – if required – ADD 1% of bid.
- ☑ **All other work not specifically stated under Scope of Work above**

The General Terms and Conditions attached hereto are expressly incorporated into this Proposal and will form the contract between the parties.

This Proposal is valid for 90 days from the date of the Proposal.

We appreciate the opportunity to submit you a bid. Should you have any questions, please don't hesitate to contact me at (909) 320-1515.

Respectfully Submitted,
Mike Tabert
BEST Contracting Services, Inc.
#456263

Proposal No.: 21-37436

GENERAL TERMS & CONDITIONS

Acceptance of this proposal by General Contractor ("Contractor") shall constitute acceptance of all terms and conditions recited herein and shall supersede any conflicting term in any other past or future Contractor or Project document. Contractor's agreement herewith shall be evidenced by Contractor listing BEST Contracting Services, Inc. ("BEST") in its bid documents or by permitting BEST to commence work for the Project:

1. BEST shall be paid monthly progress payments on or before the 15th of each month for the value of work completed plus the number of materials and equipment suitably stored on or off site. Final payment shall be due 30 days after the work described in the Proposal is substantially completed. BEST shall have the right to stop work if any payment is not timely made and BEST may keep the job idle until all payments due are received; in no such event shall BEST be liable for damages arising from delay in completion.
2. All sums not paid when due shall bear interest at the rate of 1 ½ % per month.
3. No back-charges by, or claim of, the Contractor for services performed by others shall be valid against BEST unless agreed to in writing by BEST before the work is performed.
4. Contractor is to prepare all work areas so as to be acceptable for BEST's work. BEST will not be called upon to start work until sufficient areas are ready to ensure a continuous work sequence, which is what the Proposal price is based upon. There will be a charge of $3,500 for each break in the continuous sequence of work due to Owner or Contractor's action(s) or direction. The Contractor shall furnish all temporary site facilities, including suitable storage space, temporary electrical, toilets and water, and security at no cost to BEST.
5. BEST shall be given reasonable time in which to make delivery of materials and/or labor to commence and complete its work. BEST shall not be responsible for delays or defaults where occasioned by causes of any kind and extent beyond its control, including but not limited to: delays caused by the Owner, Contractor, architect and/or engineers, delays in transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and acts of God. BEST shall be entitled to an equitable adjustment in the subcontract amount for additional costs due to unanticipated Project delays or accelerations caused by others whose acts are not BEST's responsibility, as well as to time extensions for unavoidable delays. No liquidated damages may be assessed against BEST for more than the amount actually paid by the Contractor for unexcused delays to the extent actually solely caused and agreed to by BEST. Under no circumstances shall BEST be liable for consequential or indirect damages of any type, or damages for delay in completion of the Project.
6. BEST's work is guaranteed for a period of two years from the date of substantial completion or beneficial use, whichever is earlier. The exclusive remedy shall be that BEST, shall replace or repair any part of its work, which is found to be defective. BEST shall not be responsible for damage or defect caused by third parties, follow-on contractors, abuse, modifications, improper or insufficient maintenance, improper operation or normal wear, tear and usage.
7. Work called for herein is to be performed during BEST's regular working hours. All work performed outside of such hours shall be the basis for a change order, charged at BEST's prevailing overtime rates. The mark-up for profit and overhead for all change orders shall be at least twenty-five percent.
8. BEST will indemnify and hold harmless the Contractor from damages only to the extent such damages are caused by the sole negligent act or omission of BEST.
9. In the event of a price increase of material, supplies, equipment, or energy greater than five percent occurring between the date of this Proposal and the first day of performance of the specific work affected by the price increase, through no fault of BEST, the amount owed to BEST shall be equitably adjusted by change order(s) to reflect those price increase(s). BEST shall be entitled to such escalation costs regardless of Contractor being able to pass those costs through to the Owner.
10. BEST shall not be held responsible if the design or structure of the roof deck being roofed does not conform to the requirements of the UBC or other code requirements, with resulting standing or ponding water.
11. Should BEST be required to raise pipes, conduit, air conditioning units, duct work or other roof mounted equipment (collectively "roof top items") to roof under them, BEST will endeavor to handle these items with care, however, BEST will not accept any liability for damage to any these roof top items which are handled during normal roofing activity.
12. Contractor shall be responsible to compensate BEST for any increase made in the state or local sales tax rate that was not in effect at the time of bid and not reflected in the bid documents.

END OF DOCUMENT

Letner ROOFING CO.

Lic. No. 689961

October 30, 2025

Contractor: *Viola Inc.*

email *estimating@violainc.com*

Attention: *Viola Estimating*

Project: ***Freemont Middle School***

Thank you for the opportunity of providing you with a proposal for the above-mentioned project. This proposal is to furnish you with the following work.

Spec. section 07 53 10 / Elastomeric PVC Membrane Roofing

1. ***Supply and install PVC Roofing as shown on plans.***
2. ***Includes cover board and roof membrane for buildings MPR, Admin and Classroom***
3. ***Includes PVC boots at all penetrations.***
4. ***Includes Walking Pads.***

PVC roofing exclusions: Roof drains, sheet metal, thermal insulation, temp roofing, roof jacks, roof hatch, roof ladders, collars, roof prep, nailers/carpentry, waterproofing under curbs and caps, plumbing, backing, painting, inspection, and surface protection after installation.

Base Bid B.O.D. manufacturer (Tremco)……. $1,385,000.00

Alternate bid manufacturer (Carlisle) ……$677,000.00

Addendum 1 received and acknowledged.
Bond Rate: 1.5% (Not included) ***DIR 10000002763***
Union: Yes.
Proposal may change after 90 Days

Sincerely,
LETNER ROOFING CO.

John Ferguson
Project Manager / Estimator
Cell / 714-270-4980

1490 N. Glassell
Orange, CA 92867
e-mail: letner@letner.com
www.letner.com
714.633.0030
Fax: 714.633.0280

Craig Roof Company, Inc.
P.O. Box 4520
Santa Barbara Ca. 93140

October 30, 2025,

Attention: Estimator
Viola Inc.
5811 Olivas Park Drive
Oxnard Ca, 93003
(805)487-3871phone

Job Name:
Fremont Middle School
Campus Reconstruction
Job Location:
Oxnard, CA

PROPOSAL

Thank you for the opportunity to submit our proposal regarding your roofing needs. In addition to specifications listed on main page, all work shall be done in accordance with the following specifications:

A. SAFETY

1. Second, only to *construction quality, jobsite safety* is of the utmost importance to Craig Roof Company, Inc. It is important to everyone associated with the construction project to have an accident-free working environment. Our safety program produces some of the best accident-free results in our industry.

B. PERMITS

1. All necessary permits, licenses, and all notices necessary and incidental for the completion of work specified will be obtained. Work on any phase of the project requiring a permit will not commence until such permit has been obtained.

C. OWNER'S RESPONSIBILITY

1. The Owner or Owner's agent will periodically examine the work in progress for aesthetic purposes and will notify us immediately of any concerns.

D. ACCESS AND USE OF PREMISES

1. Contractor shall occupy, use and permit others to use the premises only for the purpose of completing the work to be performed under this Contract with the Owner. The contractor shall not authorize or permit any other person to use said premises for any other purpose whatsoever.
2. Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

E. FOREMAN AND SUPERVISORS

1. Contractor shall keep on the premises during the progress of the work a competent foreman.
2. Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

F. WORKMANSHIP AND SAFETY

1. All materials shall be securely fastened in place in a watertight, neat, workmanlike manner.
2. Craig Roof Company, Inc.'s job supervisor, shall have a complete copy of the specifications and drawings on the jobsite at all times.
3. Craig Roof Company, Inc. shall plan and conduct the operations of the work so that each section started on one day is thoroughly protected before the closure of work that day.
4. Equipment and materials will be situated in such a manner as to maximize safety, preclude interference with traffic and so as not to constitute a fire hazard.
5. Approved fire extinguishers will be readily available at ground level where kettles are located and in roof areas.
6. All State, local and Federal fire and safety regulations will be complied with.
7. Special precautions will be taken to ensure public safety at all times.
8. When appropriate, install and maintain temporary sanitary facilities for employees use during project.

SCOPE OF WORK

CRAIG ROOF COMPANY, INC. in accordance with your request, has inspected the above roof and hereby submits our recommendations and quotation as outlined below: **The Installation of Tremco TPA 60 mil System as per written specification.**

Scope of Work: Bldg. 1, MPR Bldg. 2 & Admin Bldg. 3 **$ 1,822,447.00**

1. **Install 2 Layers of 2.6" Poly-Iso mechanically attached.**
2. **Install ½" Dens Deck Primed mechanically attached.**
3. **Install Tremco TPA 60 mil mechanically attached system.**
4. **Install TPA 60 mil to all perimeter walls and base flashings with Tremco L.V. adhesive.**
5. **Install Tremco TPA walk pads as per drawings.**
6. **Install TPA prefab and custom-made boots with clamps and caulking to all pipe penetrations.**

Add for Kynar Coping: **$62,800.00**

Add for Kynar Down Spouts: **$15,000.00**

Exclusions: Electrical, Plumbing, Carpentry, Sheet Metal & Permits

Tremco Will Provide a 20 Year QA Warranty

Addendums: 1

License # 737309

DRI# 1000002173

WARRANTY INFORMATION: Upon completion and final acceptance by owner, all work shall be warranted by Craig Roof Company, Inc. to be leak free for a period of **Two (2) Years** from the date of completion.

TERMS:

CRAIG ROOF COMPANY, INC. shall complete the above duties subject to the stated provisions for the Contract Price. Such sum will be payable as follows: **100%** upon completion of work.

This document embodies the full agreement of the parties. All prior or contemporaneous negotiations, expressions, representations, or agreements whether written or oral are merged in this document. Any addition to or modification of this agreement shall be in writing signed by both parties, which shall become part of this contract.

Authorized Signature:

Michael Soracco

Michael Soracco
Project Manager

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE

The above prices, specifications and conditions as well as those conditions appearing on the reverse side of this agreement are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Name: _____

Signature: _____

Date: _____

Sheet Metal

Letner ROOFING CO

Lic. No. 689961

Sheet Metal Proposal
Date 10/30/25

Viola Estimating Department

Project: Fremont M.S. Reconstruction 1130 North M Street, Oxnard, CA. 93030

Thank you for the opportunity of providing you with a proposal for the above-mentioned project. This proposal is to furnish you with the following scope of work per ~~**Perkins-Eastman**~~ **Architectural drawings Dated: 10/22/2025**

SVA

Specification Sections:

074115—Manufactured Standing Seam Roofing
074213.13—Formed Metal Wall Panels
076000— Flashing & Sheet Metal
077200—Roof Hatches

Spec Section: 074115—Manufactured Standing Seam Roofing

- Furnish and install the following;
- Metal Roof Panels, self-adhered underlayment, gutter, flashing trims
- Excludes: Demo, wood nailers, framing, sub framing, MEP flashings, sheating, overtime, roofing, clad metal, lead flashing, insulation, items not listed above, protection of own work after install,
- Finish; Per plans and specs
- Lead times are as follows; Shop drawings 5-6 weeks, Procure raw form materials once our shop drawings are approved 6-8 weeks, fabricate material into shape 3-4 weeks (after field verifying dimensions, all framing must be complete).

Spec Section: 074213.13—Formed Metal Wall Panels

- Furnish and install the following;
- Metal Wall Panels, self-adhered underlayment, hat channel, flashing trims
- Excludes: Demo, wood nailers, framing, sub framing, MEP flashings, sheating, overtime, roofing, clad metal, lead flashing, insulation, items not listed above, protection of own work after install,
- Finish; Per plans and specs
- Lead times are as follows; Shop drawings 5-6 weeks, Procure raw form materials once our shop drawings are approved 6-8 weeks, fabricate material into shape 3-4 weeks (after field verifying dimensions, all framing must be complete).

Continued on next page

Spec Section: 076000— Flashing & Sheet Metal

- Furnish and install the following;
- Coping, Sill Flashing, Head Flashing, Reglet/Counterflashing, Pad Cover, Leaderhead/Downspout,
- Excludes: Demo, wood nailers, framing, sub framing, MEP flashings, sheating, overtime, roofing, clad metal, lead flashing, items not listed above, protection of own work after install,
- Finish; Per Plans and Specs
- Lead times are as follows; Shop drawings 5-6 weeks, Procure raw form materials once our shop drawings are approved 3-4 weeks, fabricate material into shape 3-4 weeks (after field verifying dimensions).

Spec Section: 077200—Roof Hatches

- Furnish and install the following;
- Roof Hatches, roof hatch safety railing, ladder safety post,
- Building 2 smoke hatches
- Excludes: Demo, wood nailers, framing, sub framing, sheating, overtime, roofing, clad metal, lead flashing, rigging on smoke hatches, items not listed above, protection of own work after install,
- Finish; per plans and specs
- Lead times are as follows; Shop drawings 5-6 weeks, Procure raw form materials once our shop drawings are approved 6-8 weeks (after field verifying dimensions).

Building 1 Total Base Bid ; ––––$439,529.00

Building 2 Total Base Bid ; ––––$432,835.00

Building 3 Total Base Bid ; ––––$222,643.00

Site Total Base Bid ; ------$51,785.00

Total Combined Base Bid ; ------$1,146,792.00

Addendum 1 Noted

Job Specific Exclusions: Overtime, swing shift work, permits, flashings not mentioned in proposal, protection of own work after install.

Standard Letner Exclusions: City Permits, Over Burden, Scaffolding, Demolition of Any Kind, Interior Metals, Material Protection after Install, Batt Insulation, Wood Nailers or Blocking, Backing for Other Trades, Saw Cutting of Concrete, Vent & Conduit pipe flashings, MEP Flashings, PVC Clad Metal, Sub Framing, Structural Decking, HSS Members, Tube Steel, Bent Plates, Structural Backing, Fire Stop, Weep Screeds, Vent Screeds, Access Doors, Access Ladders, Access Panels, Field Painting, Custom Kynar 500 colors, Caulking & Sealants Not Related to Our Work.

Continued on next page

Letner ROOFING CO

Lic. No. 689961

DIR# 1000002763
EMR .68
Bond Rate: 1.5% (not included)
Union: Yes-Local 105

Sincerely,
Osvaldo Manzo | Sheet Metal Estimator
714-306-3262

GBT
SHEET METAL

Contractor's license # 976310

GBT Sheet Metal Inc. P.O. Box 6877, Santa Barbara, CA 93160. (805) 770-3872

GREETINGS: THIS AGREEMENT made this **October 29, 2025,** between GBT Sheet Metal & Gutter whose address is set forth above (hereinafter "CONTRACTOR") and **Viola Inc.** CONTRACTOR's address shown above is the address to which the Notice of Cancellation is to be mailed.

PROJECT LOCATION: 1130 N. M St. Oxnard, CA

Prepared by – Jon Crone

The owner and CONTRACTOR agree as follows:

A. **DESCRIPTION OF THE PROJECT AND DESCRIPTION OF SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED**. CONTRACTOR will furnish all labor and materials to construct and complete in a good, workmanlike and substantial manner a work of improvement described as: ("Work")

Note- This estimate is for the installation of Metal Roofing, Underlayment and Rain Gutters and building sheet metals. Note- Standing seam metal roofing may oil can due to expansion and contraction.
All labor bid per California metal roofing Santa Barbara prevailing wage rates, DIR#1000018626
All work based on access to scaffold provided by others, If GBT provides own access, pricing will be adjusted.

1. Metal Roofing (standing seam)

Provide and install approx. 6,000 Sq Ft of Taylor Metals 16" "Versa Span" 24 ga standing seam metal roofing. Panels profile to be 1.75" rib. Color of panels to be chosen.
Provide and install approx. 5,600 Sq Ft of Polystick XFR (class A fire) underlayment.
Includes manufacturer weathertight warranty
All flashings including edge metal, ridge, rake, and sidewall installed per manufactures detail.
All debris generated to be disposed of.

Contract Price Metal Roofing Building 1……$ 95,616.00
Contract Price Metal Roofing Building 2……$ 66,847.00
Contract Price Metal Roofing Trash Enclosure……$ 9,490.00

TAYLOR METAL PRODUCTS

Versa Span™ CA
STANDING SEAM

ICC EVALUATION SERVICE™ **ICC-ES EVALUATION REPORT #5046 with CBC-CRC Supplement**

12", 14", 16" & 18" coverage options



STRIATIONS



FLAT ACCENT RIBS
2 Accent ribs for 12" & 14" panel
3 Accent ribs for 16" & 18" panel



FLAT PAN

*wide batten options

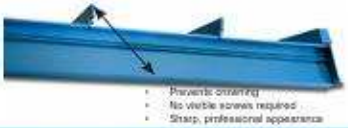


PENCIL RIBS

KEY FEATURES

- 12", 14", 16" & 18" coverage options
- 24 and 22 Tru-Gauge™ and .032" and .040 Aluminum
- 1-3/4" vertical rib, factory notching available
- 2:12 minimum pitch recommended (For lower pitches, please inquire)
- Standard panel lengths 1' to 60' (For longer length panels, please inquire)
- On-site roll forming available for longer panels
- Factory injected Butyl sealant available
- Clip Relief is not standard, available upon request
- Wide Batten incorporates nicely over Versa-Span™ standing seam panel *(separate clip required)*
- Weathertightness warranty available (Contact TMP representative for details)
- Manufactured in Riverside and Sacramento CA

NOTCH AND TAB



- Prevents ponding
- No visible screws required
- Sharp, professional appearance

TESTING

- ICC-ESR #5046 with CBC-CRC Supplement
- Code compliance UL Evaluation Report UL ER #25913-01
- UL Construction No. 254, 255, 261, 303, 342, 343, 414, 436, 445, 447, 448, 486, 508, 508A, 543, 544
- UL 580 Class 90 - Wind Uplift
- UL 790 Class A (ASTM E108) - Fire rated
- UL 2218 Class 4 - Impact (hail) rated
- ASTM E1680 - Air infiltration (roof)
- ASTM E1646 - Water infiltration (roof)
- ASTM E1592 - Structural uniform static air pressure
- ASTM E1514 - Standard for Structural Standing steel roof panels systems.
- ASTM E331 - Water infiltration (wall)
- ASTM E283 - Air infiltration (wall)
- ASTM A653/A924 - G90 Galvanized
- ASTM A792 - Zincalume/Galvalume AZ-50/55
- ASTM B209 - Aluminum Substrate

RIVERSIDE CA • SACRAMENTO CA • SALEM OR • AUBURN WA • SPOKANE WA • TAYLORMETAL.COM

TAYLOR METAL PRODUCTS

Metal Roofing & Siding Finish Options

Standard Kynar 500® Coatings

20 or 30-year Commercial, Non-Transferable, Non-Prorated, Limited Warranty
40-Year Residential, Transferable, Non-Prorated Limited Warranty

Glacier White SRI-85


Sierra Tan SRI-60

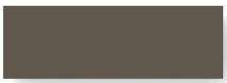

Parchment SRI-58


Sterling Grey SRI-44


Zinc Grey SRI-39


Charcoal Grey SRI-25


Saddle Tan SRI-37

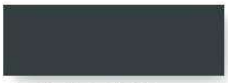

Medium Bronze SRI-36


Tahoe Blue SRI-31

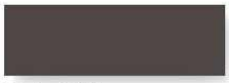

Pacific Blue SRI-26


Hemlock Green SRI-36

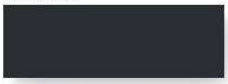

Forest Green SRI-24

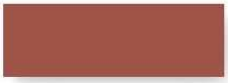

Graphite Black SRI-26
Formerly: Black

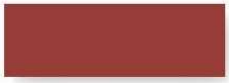

Dark Bronze SRI-22

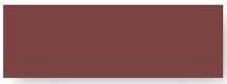

Musket SRI-31

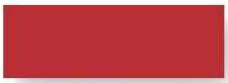

Pine Green SRI-25


Matte Black SRI-23


Terra Cotta SRI-43


Tile Red SRI-35


Colonial Red SRI-37


Retro Red SRI-42

Premium Metallic 500® Coatings

(Premium Pricing Applies)


Metallic Silver SRI-60


Champagne SRI-48


Antique Patina SRI-40


Weathered Zinc SRI-39


Copper Penny SRI-50



Polystick ® XFR from Polyglass

Polyglass U.S.A., Inc., a leading manufacturer of roofing and waterproofing systems, is pleased to announce the release of Polystick XFR, an advanced dual-purpose fire-resistant and self-adhered waterproofing underlayment that provides superior fire resistance. Where other fire-rated underlayment products struggle to strike a balance between robust fire protection and reliable waterproofing, Polystick XFR successfully combines our ADESO® and Burn-ShieldTM technologies with the highest quality materials to yield a product that excels in both areas. This product achieves UL Class A fire ratings for combustible decks while also providing long-term superior weathering performance.

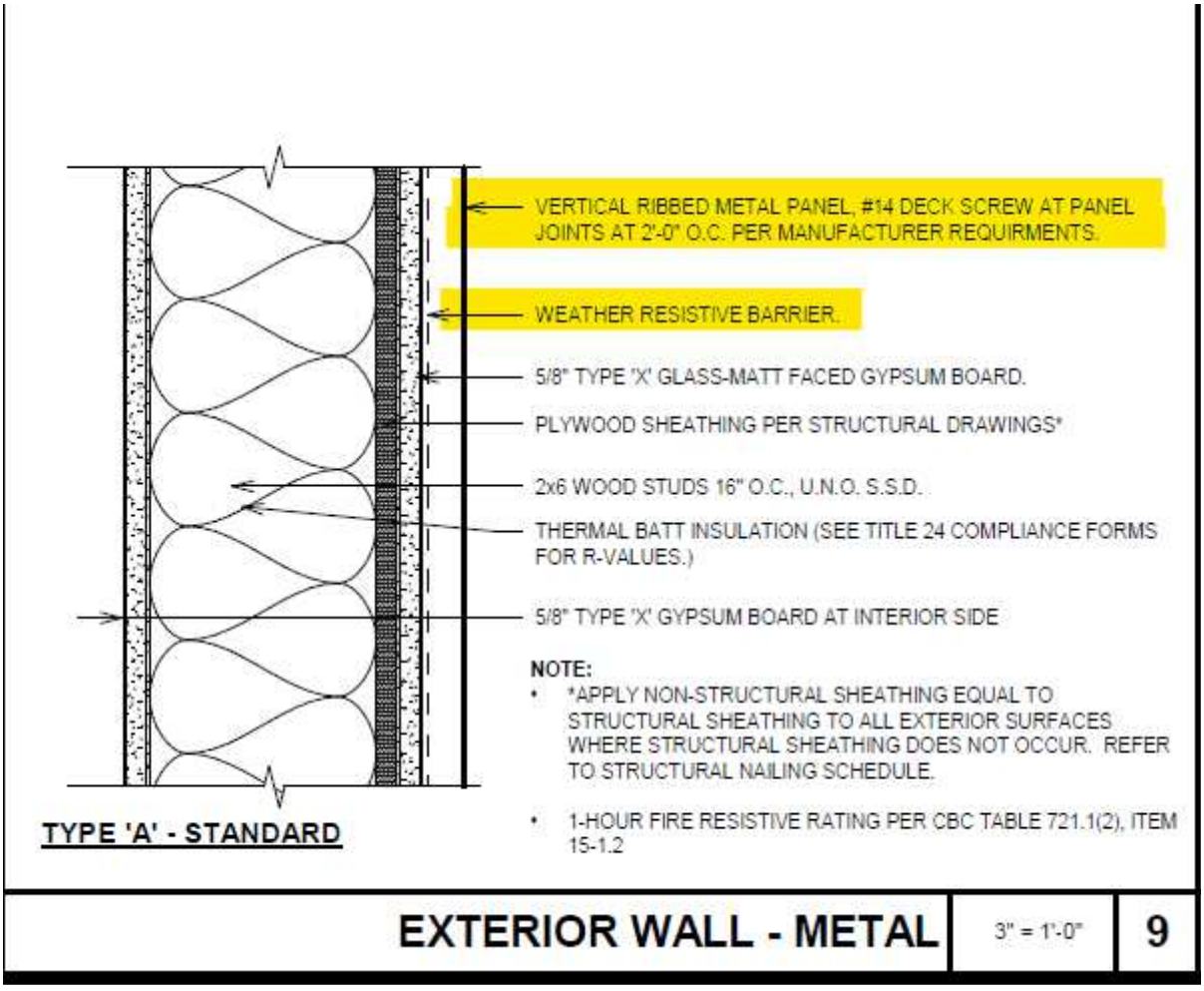
Polystick® XFR is a dual-purpose fire-resistant and self-adhered waterproofing underlayment approved for applications up to 265°F. This underlayment features our patent-pending **Burn-Shield Technology™**, which offers fire resistance capable of achieving the highest level of fire ratings. Polystick XFR's superior protection against fire spread and penetration resistance makes it an ideal underlayment for metal roof covering systems like steel, copper, and similar materials.

Fire Resistant Self-Adhered Roof Underlayment

2. Metal Siding

Provide and install approx. 8,400 sq ft of Taylor Metals 24 ga standard color HR-34 siding panel
Provide and install approx. 8,400 sq ft Tyvek underlayment.
All flashings including base metal, sidewall , corners will be installed per manufactures detail.
All debris generated to be disposed of.

Contract Price Building 1……$ 59,058.00
Contract Price Building 2……$ 69,888.00
Contract Price Building 3……$ 51,036.00



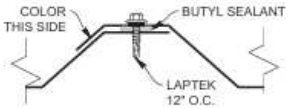
TAYLOR METAL PRODUCTS

HR-34™ CA Roof & Wall

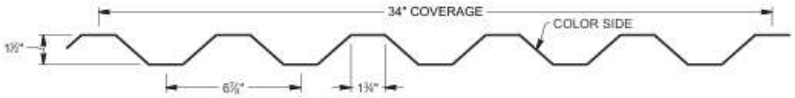
ICC EVALUATION SERVICE® **ICC-ES EVALUATION REPORT #5045 AND #5046 with CBC-CRC Supplement**



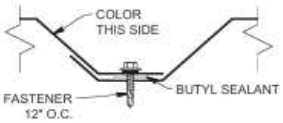
LAP DETAIL



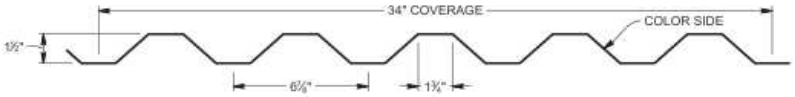
ROOF & WALL PROFILE



LAP DETAIL



OPTIONAL WALL PROFILE



KEY FEATURES

- 26, 24 and 22 Tru-Gauge™ and .032" Aluminum
- Custom 20 & 18 Tru-Gauge™ and .040" Aluminum (*please inquire*)
- 1:12 minimum pitch recommended when installed with butyl sealant
- Custom lengths 1' to 45' (*For longer length panels, please inquire*)
- Long length flashings available up to 20' 11"
- Standard trim, custom trim and accessory packages available
- Color matched neoprene washered screws
- Roof and Vertical or Horizontal Wall application
- Structural panel that will span up to 6'

TESTING

- ICC-ESR #5045 & #5046 with CBC-CRC Supplement
- Code compliance UL Evaluation Report UL ER #25913-01. Construction No. 137, 244
- UL 580 Class 90 - Wind Uplift
- UL 790 Class A (ASTM E108) - Fire rated
- UL 2218 Class 4 - Impact (hail) rated
- ASTM E1680 - Air infiltration (roof)
- ASTM E1646 - Water infiltration (roof)
- ASTM E1592 - Negative structural uniform static air pressure
- ASTM E330 - Positive structural uniform static air pressure
- ASTM E331 - Water infiltration (wall)

TAYLOR METAL PRODUCTS

MATERIAL SPECIFICATIONS

- 24 Tru-Gauge™ Kynar 500® Painted Steel
- ▲ 22 Tru-Gauge™ Kynar 500® Painted Steel
- ✦ .032" Kynar 500® Painted Aluminum
- 24 Tru-Gauge™ G-90 Galvanized or AZ-50
- 24 and 22 Tru-Gauge™ bare Zincalume® Plus AZ-55 *(No finish warranty – 25 yr. perforation warranty)*
- G-90 Galvanized or AZ-50
- .040" Kynar 500® Painted Aluminum (please inquire)
- 24 Tru-Gauge™ Bonderized
- 22 gauge Rusteel Plus™ (A606)
- Custom 20 & 18 Tru-Gauge™ and .050" and .063" Aluminum (please inquire)
- 16 OZ & 20 OZ Real Copper
- Kynar 500® and substrate testing data available (See website)

FINISHES

- 21 Standard Colors, 5 Metallic Colors and 4 Specialized Colors
- Kynar 500® Paint System - the ultimate in exterior durability and color retention
- "Cool" color pigments are specially designed to reflect infrared light, reducing heat gain to dwelling, and conform with ENERGY STAR® criteria
- Superior quality, two coat, 70% resin finish, applied at a 1 mil. thickness
- 40 year residential paint warranty
- 20 and 30 year commercial paint warranty: Contact TMP for warranty specifications
- "Oil Canning" is an inherent characterisitc of roof and wall products, and not a defect, which is not a cause for panel rejection



STANDARD COOL KYNAR 500® COLORS



PREMIUM METALLIC COOL KYNAR® COLORS



SPECIALIZED MATERIAL



These printed chips provide a close representation of the colors.

Metal samples are available upon request. Coatings are low gloss 10-15% sheen.

*SRI = Solar Reflective Index. SRI values listed above are in accordance with ASTM E 1980 and are based on actual testing. ***Oil canning is not a cause for material rejection****

steelscape

Rev. Date 07-24

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Product Information Sheet

DuPont™ Tyvek® CommercialWrap® D

Durable Air and Water Barrier Engineered to Improve Drainage and Stand Up to the Commercial Job Site



FEATURES/BENEFITS

Description

DuPont™ Tyvek® CommercialWrap® D offers superior drainage and durability for commercial buildings. It features a specially engineered surface texture that provides enhanced water drainage under a wide variety of facades in climates that may require additional drainage.

Tyvek® CommercialWrap® D is made from 100% flash spunbonded high-density polyethylene fibers which have been bonded together by heat and pressure, without binders or fillers, into a tough durable sheet structure. Additives have been incorporated into the polyethylene to provide ultraviolet light resistance.

Air and Water Barrier Performance

- Offers the ideal combination of enhanced drainage, air and water holdout plus vapor permeability.
- Air Barrier Association of America evaluated to exceed ABAA, ASHRAE 90.1 and IECC air leakage requirements when tested in accordance with ASTM E2357.
- Offers > 98% drainage efficiency when tested in accordance with ASTM E2273.
- Offers high tear-resistance and high wind-load-resistance to help stand up to commercial construction site conditions.
- Withstands up to nine months of UV exposure.

Available Sizes

Tyvek® CommercialWrap® D is available in the following roll sizes:

- 5' x 200' (1.5 x 61m)
- 10' x 125' (3.1 x 38.1 m)

Sustainable Solutions

Tyvek® CommercialWrap® D may contribute toward LEED® points in the areas of Energy and Atmosphere (EA): Optimizing the Building Envelope and Indoor Environmental Air Quality (EQ): Construction IAQ Management Plan and Low Emitting Materials. In addition, the use of a continuous air barrier is a prerequisite for LEED® applications requiring compliance with ASHRAE 90.1-2010.

By helping to effectively seal the building envelope, **Tyvek® CommercialWrap® D** helps to reduce the amount of energy required for heating and cooling.

Complete System

Tyvek® CommercialWrap® D can be integrated with DuPont self-adhered flashing products and Tyvek® Fluid Applied products to offer seamless protection for wall systems that require mechanically fastened and fluid applied air and water barriers.

PROPERTIES

Review all instructions and (Material) Safety Data Sheet ((M)SDS) before use. Please contact your local DuPont™ Tyvek® Specialist before writing specifications around this product. Product properties are as follows:

Test Method	Property	Typical Value	Units
ASTM E2357	Air Penetration Resistance	<0.04	cfm/ft² @ 1.57 psf
Gurley Hill (TAPPI T-460)	Air Penetration Resistance	>750	sec/100cc
ASTM E1677	Air Penetration Resistance	Type 1	cfm/ft² @ 1.57 psf
ASTM E2178	Air Penetration Resistance	.001	cfm/ft² @ 1.57 psf
ASTM E283	Wall Assembly Air Penetration Resistance	<0.04	cfm/ft² @ 1.57 psf
ASTM E96-05	Water Vapor Transmission	212	Method B g/m²-24 hrs
E96-05	Water Vapor Transmission	30	Method B (perms)
AATCC 127	Water Penetration Resistance	235	cm
ASTM E331	Wall Assembly Water Penetration Resistance	No leakage	Tested to 15 psf
ASTM E2273	Drainage Efficiency	>98	%
TAPPI T-410	Basis Weight	2.4	oz/yd²
ASTM D882	Breaking Strength	33/41	lbs/in
ASTM D1117	Tear Resistance	6/9	lbs
ASTM E84	Surface Burning Characteristics	15 Class A	Flame Spread Index Class
ASTM E84	Surface Burning Characteristics	25 Class A	Smoke Developed Index Class
NFPA 285	Flame Propagation/Multiple Assemblies	–	Pass
–	Ultra Violet Light Exposure (UV)	270 9	Days Months

Test results shown represent roll averages. Individual results may vary either above or below averages due to normal manufacturing variations, while continuing to meet product specifications.

WARNING: DuPont™ Tyvek® is combustible and should be protected from an open flame and other high heat sources. If the temperature of DuPont™ Tyvek® reaches 750°F (400°C), it will burn and the fire may spread and fall away from the point of ignition.

DUPONT Tyvek®

For more information visit us at tyvek.com or call 1-800-448-9835

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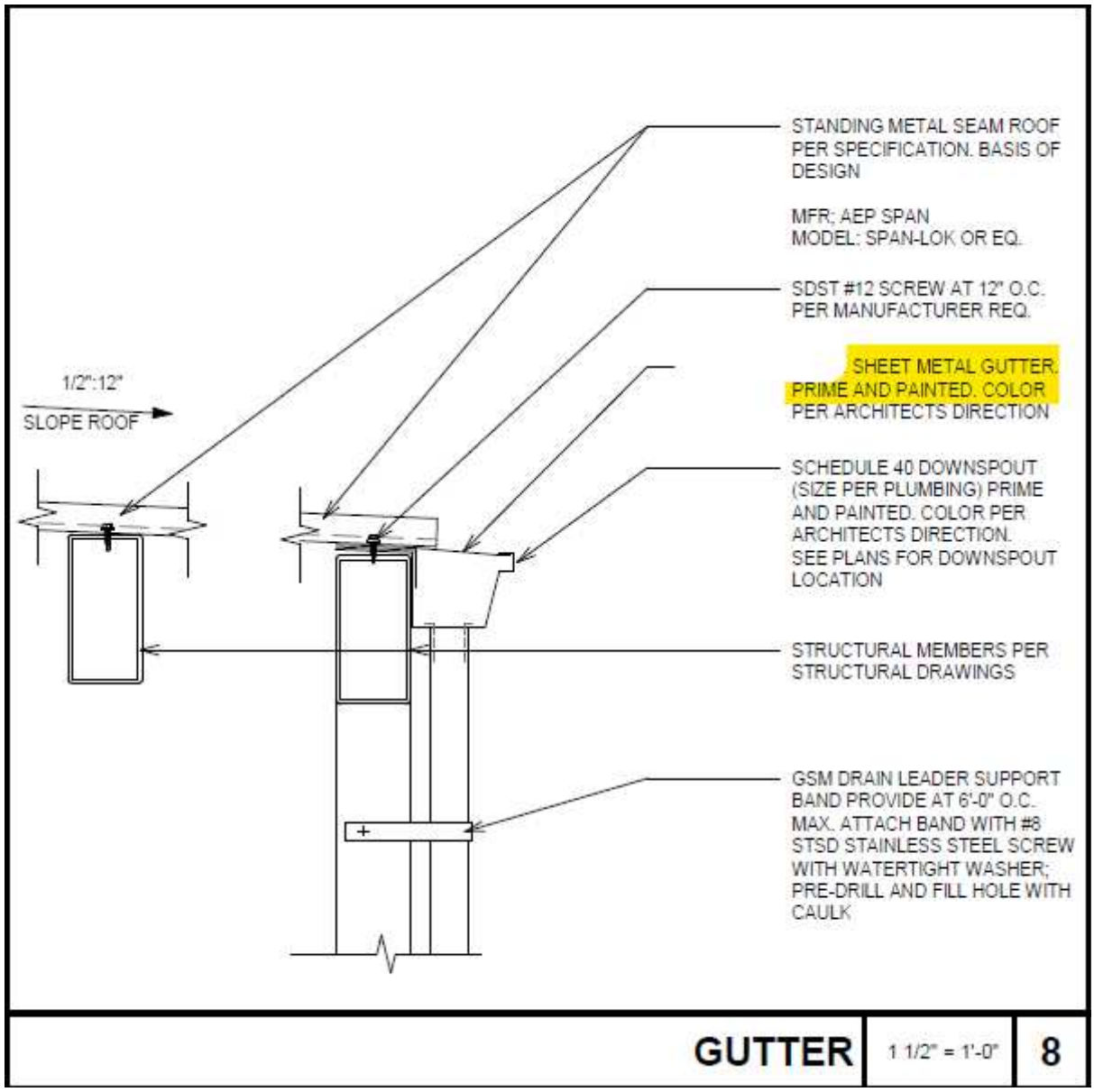
43-D100053-enNA-1119 CDP

3. Rain Gutters

Provide and install approx. 270’ of 22 ga standard color rain gutters.
Downspouts by others
All hardware color to match
All debris generated to be disposed of

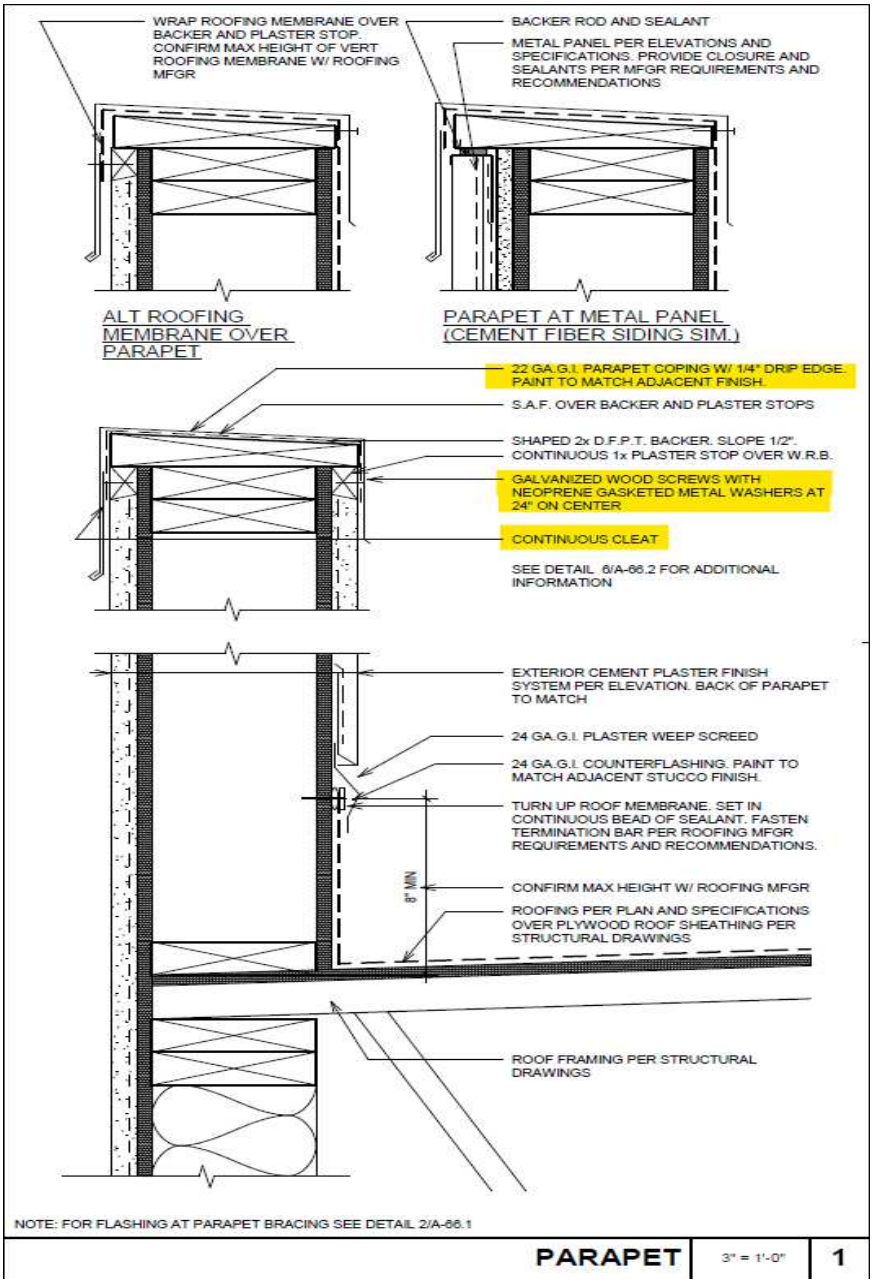
Contract Price Gutter only Building 1……$ 8,892.00
Contract Price Gutter only Building 2……$ 4,796.00
Contract Price Gutter only Trash Enclosure……$ 1,096.00



4. Wall Coping

Provide and install approx. 2,500’ of 22ga gsm coping.
(Coping installed per SMACNA standards,
if ANSI-SPRI or other rated system is required, Pricing will be adjusted)
Roofing and underlays by others

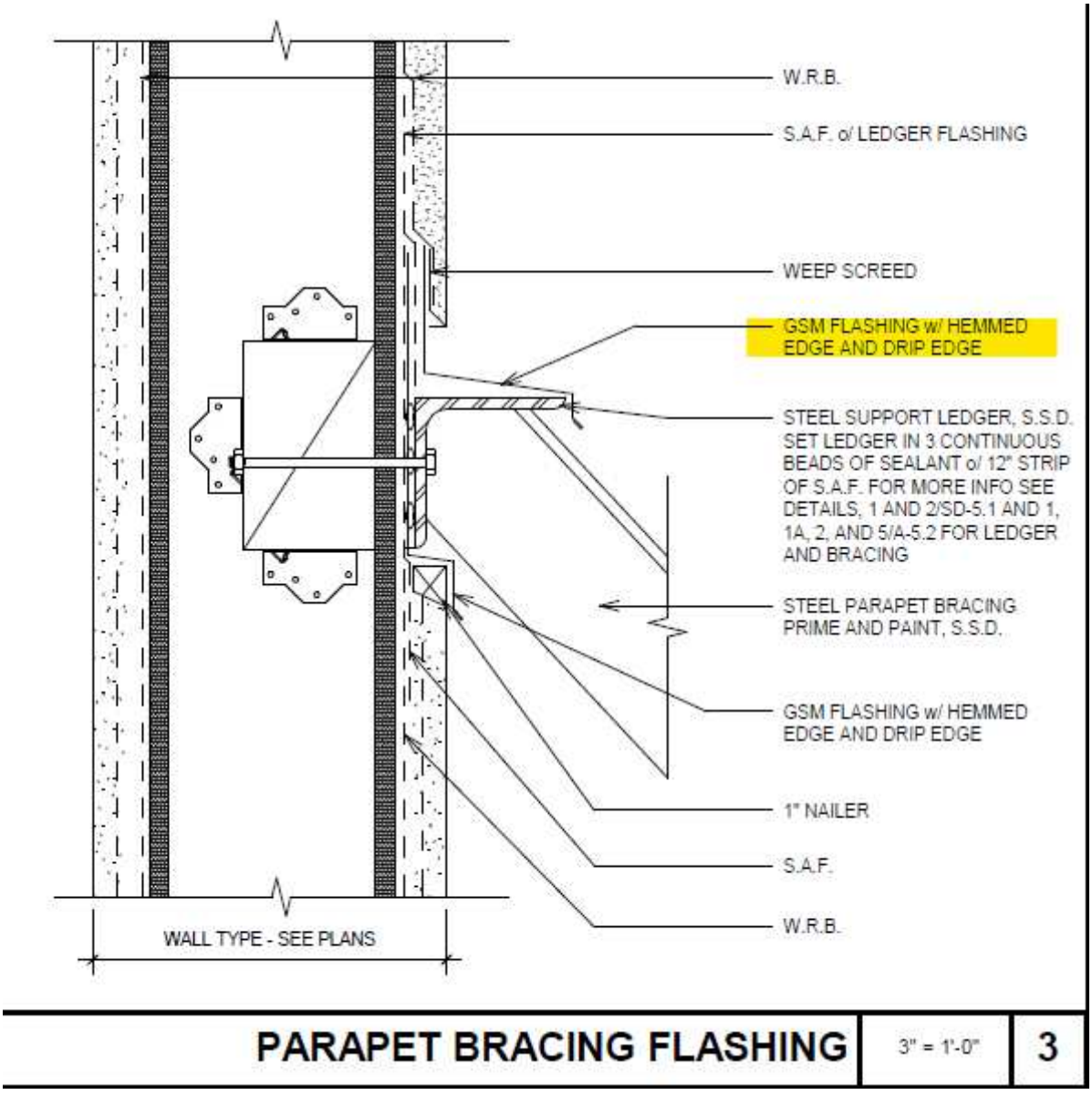
Contract Price Coping Building 1……$ 34,705.00
Contract Price Coping Building 2……$ 29,685.00
Contract Price Coping Building 3……$ 15,636.00



5. Parapet Bracing Flash

Provide and install approx. 1,850’ of 24 ga gsm.
Weeps, screed, SASM/ underlayment’s by others
All debris generated to be disposed of

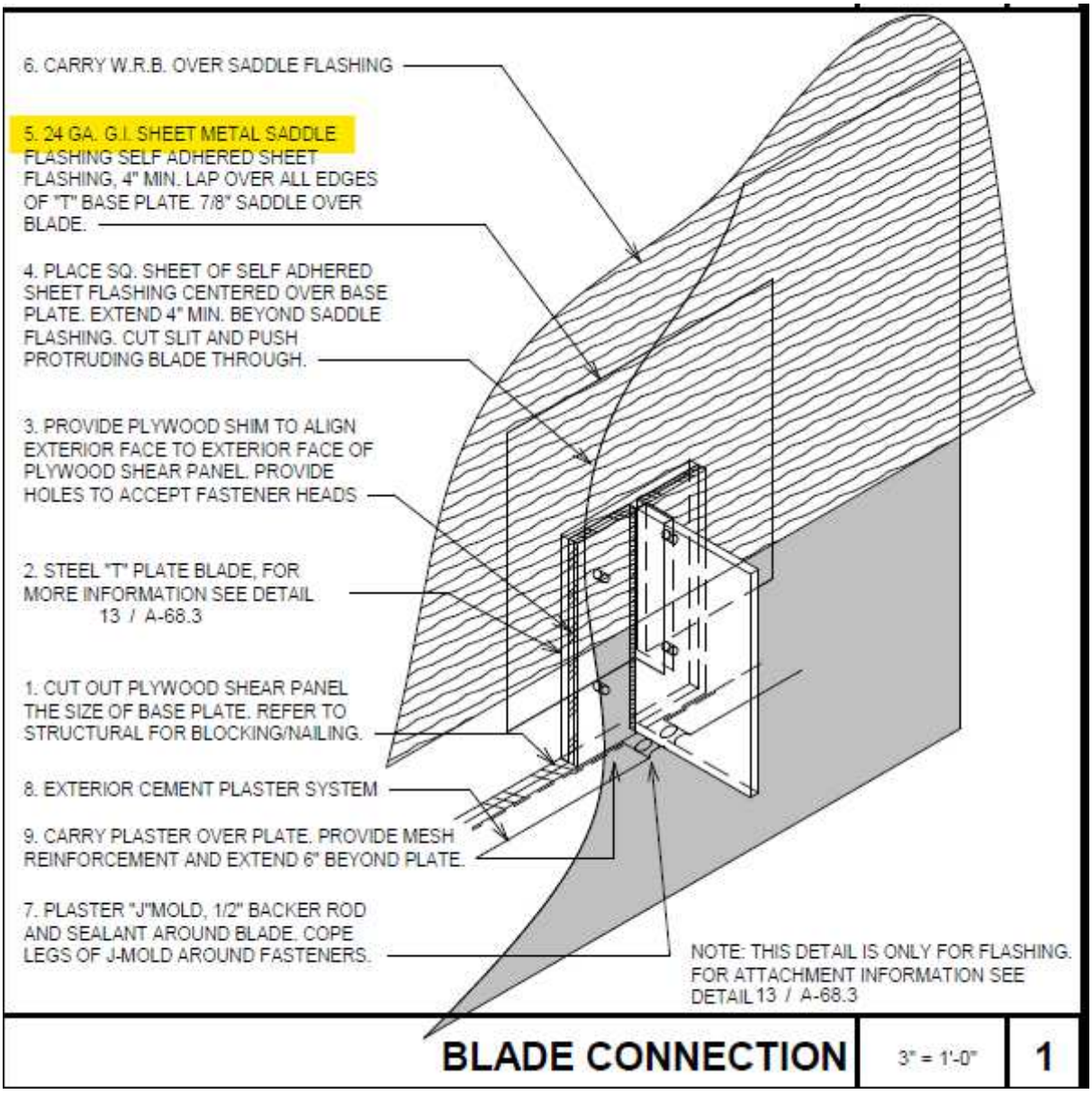
Contract Price Flash Building 1……$ 17,241.00
Contract Price Flash Building 2……$ 11,258.00
Contract Price Flash Building 3……$ 9,440.00



6. Blade Flash

Provide and install (102) 24 ga gsm saddles at blade connection typical.
Stucco weeps and screeds by others
SASM/ underlayment's by others
All debris generated to be disposed of

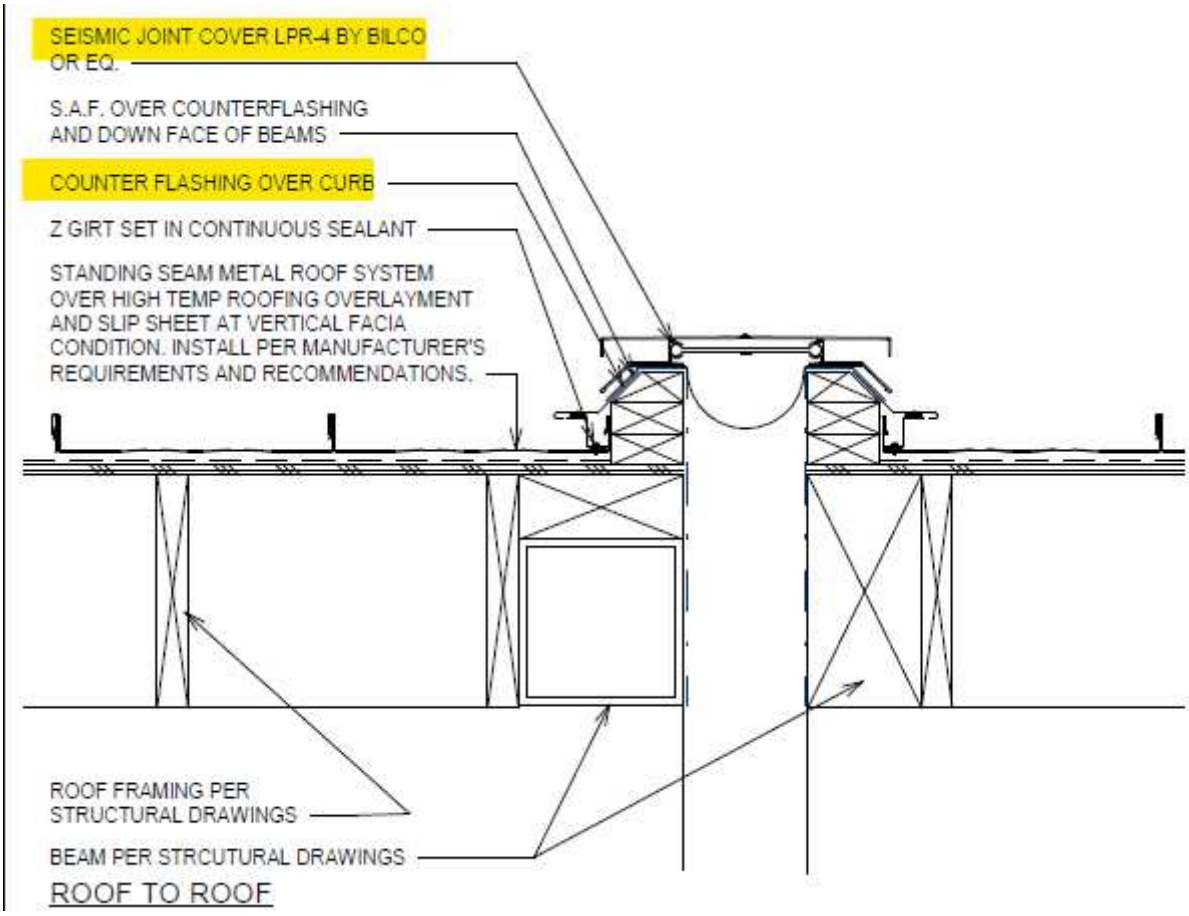
Contract Price Building 1……$ 5,434.00
Contract Price Building 2……$ 1,025.00
Contract Price Building 3……$ 2,264.00
Contract Price Guardrails……$ 4,163.00

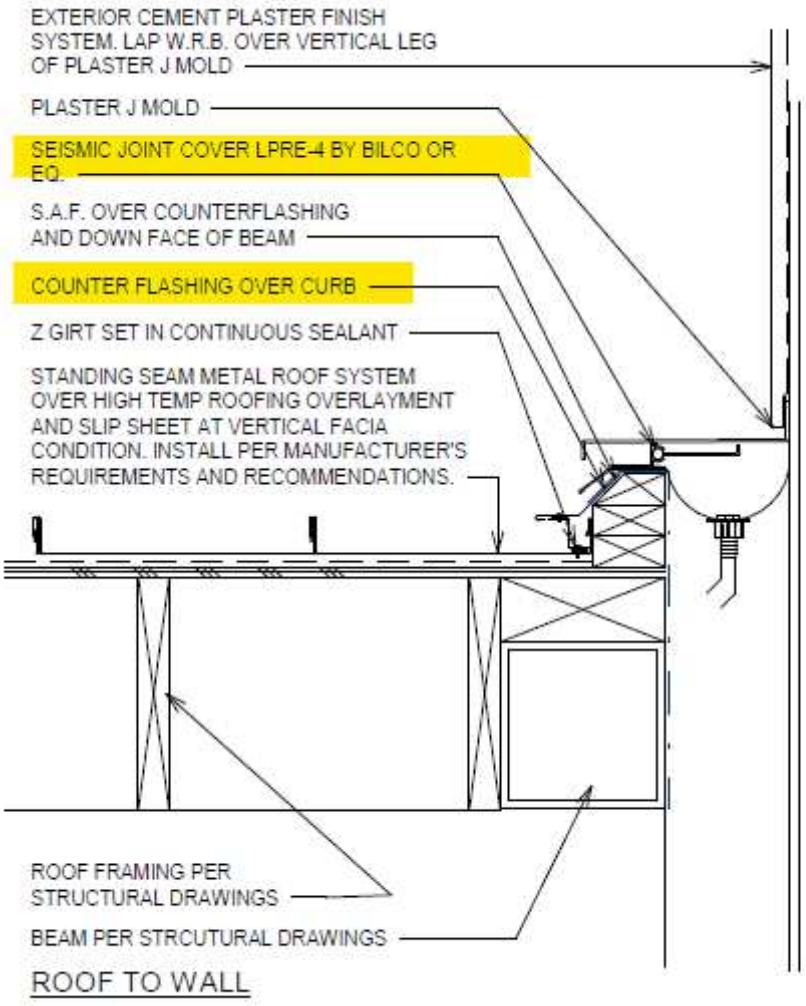


7. Expansion Joint install

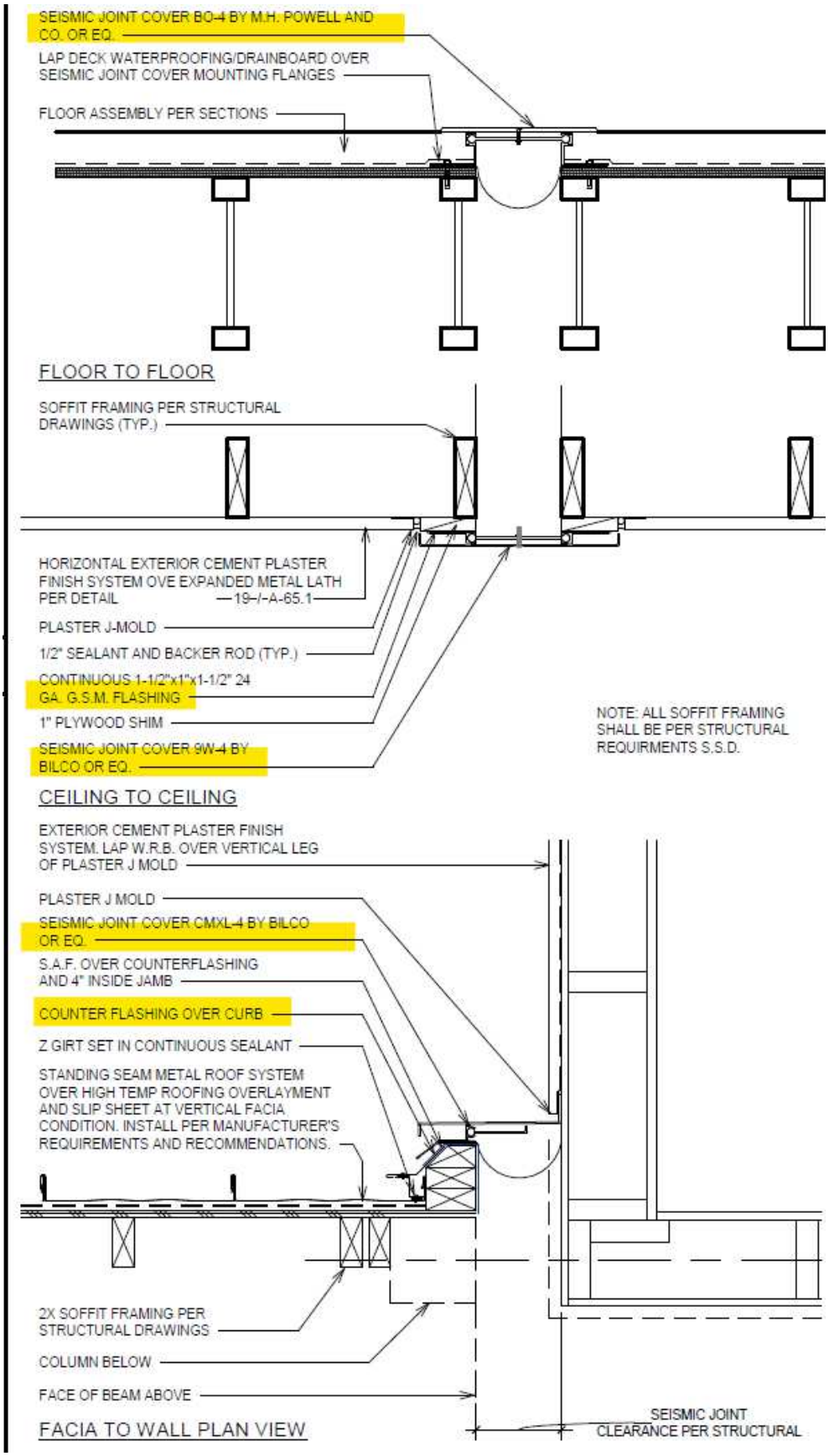
Provide and install Construction Specialties expansion products;
RFD-400
RFDW-400
AFW-400
AFWC-400
AFW-400
AFWC-400
BRJW-400V
BRJW-400
(SASM, underlayment's, stucco weeps, or screeds by others)

Contract Price …….$ 24,653.00




EXTERIOR CEMENT PLASTER FINISH SYSTEM. LAP W.R.B. OVER VERTICAL LEG OF PLASTER J MOLD
PLASTER J MOLD
SEISMIC JOINT COVER LPRE-4 BY BILCO OR EQ.
S.A.F. OVER COUNTERFLASHING AND DOWN FACE OF BEAM
COUNTER FLASHING OVER CURB
Z GIRT SET IN CONTINUOUS SEALANT
STANDING SEAM METAL ROOF SYSTEM OVER HIGH TEMP ROOFING OVERLAYMENT AND SLIP SHEET AT VERTICAL FACIA CONDITION. INSTALL PER MANUFACTURER'S REQUIREMENTS AND RECOMMENDATIONS.
ROOF FRAMING PER STRUCTURAL DRAWINGS
BEAM PER STRCUTURAL DRAWINGS

ROOF TO WALL


SEISMIC JOINT COVER BO-4 BY M.H. POWELL AND CO. OR EQ.
LAP DECK WATERPROOFING/DRAINBOARD OVER SEISMIC JOINT COVER MOUNTING FLANGES
FLOOR ASSEMBLY PER SECTIONS
FLOOR TO FLOOR
SOFFIT FRAMING PER STRUCTURAL DRAWINGS (TYP.)
HORIZONTAL EXTERIOR CEMENT PLASTER FINISH SYSTEM OVE EXPANDED METAL LATH PER DETAIL —19-/-A-65.1
PLASTER J-MOLD
1/2" SEALANT AND BACKER ROD (TYP.)
CONTINUOUS 1-1/2"x1"x1-1/2" 24 GA. G.S.M. FLASHING
1" PLYWOOD SHIM
SEISMIC JOINT COVER 9W-4 BY BILCO OR EQ.
NOTE: ALL SOFFIT FRAMING SHALL BE PER STRUCTURAL REQUIRMENTS S.S.D.
CEILING TO CEILING
EXTERIOR CEMENT PLASTER FINISH SYSTEM. LAP W.R.B. OVER VERTICAL LEG OF PLASTER J MOLD
PLASTER J MOLD
SEISMIC JOINT COVER CMXL-4 BY BILCO OR EQ.
S.A.F. OVER COUNTERFLASHING AND 4" INSIDE JAMB
COUNTER FLASHING OVER CURB
Z GIRT SET IN CONTINUOUS SEALANT
STANDING SEAM METAL ROOF SYSTEM OVER HIGH TEMP ROOFING OVERLAYMENT AND SLIP SHEET AT VERTICAL FACIA CONDITION. INSTALL PER MANUFACTURER'S REQUIREMENTS AND RECOMMENDATIONS.
2X SOFFIT FRAMING PER STRUCTURAL DRAWINGS
COLUMN BELOW
FACE OF BEAM ABOVE
SEISMIC JOINT CLEARANCE PER STRUCTURAL
FACIA TO WALL PLAN VIEW

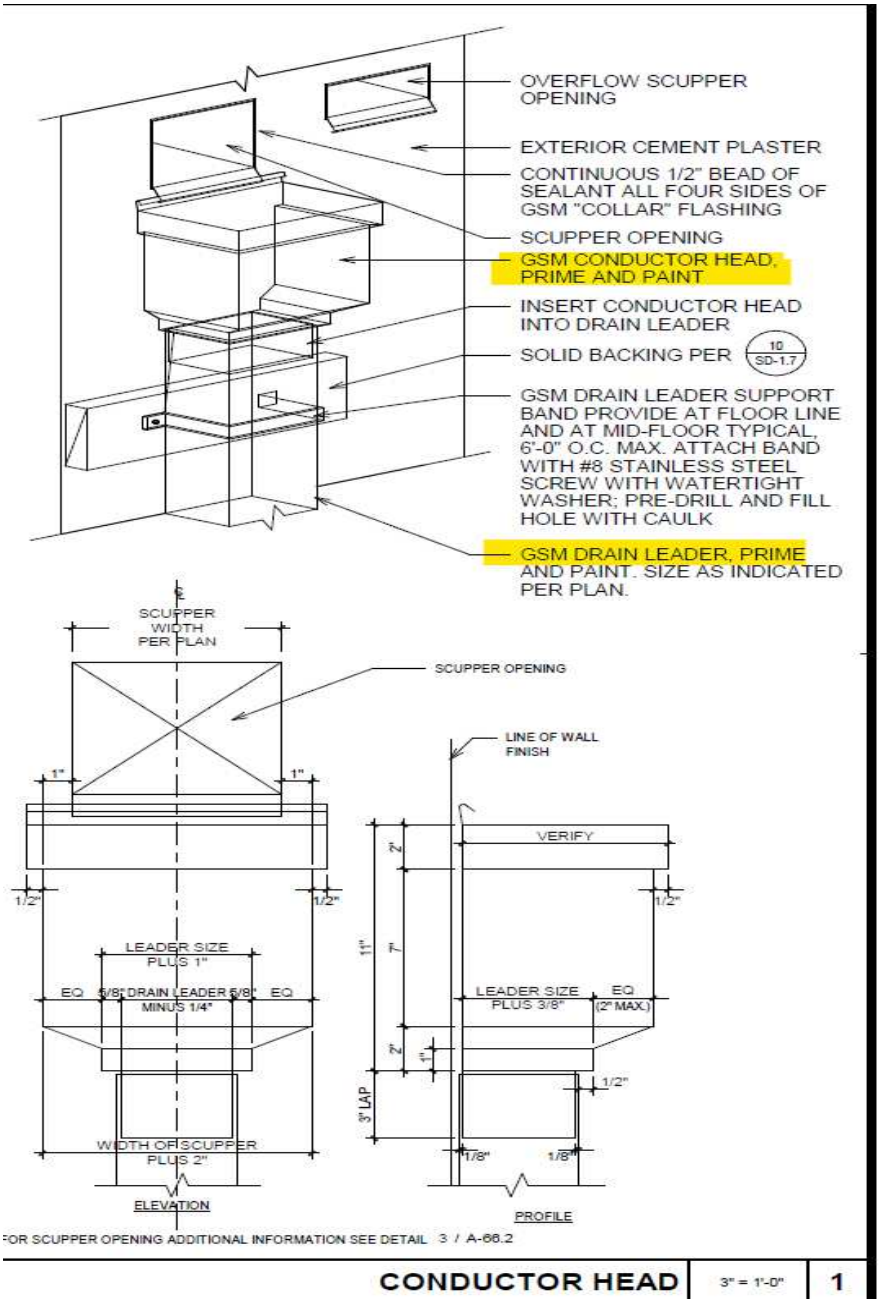
8. Leader head/ downspout installs typical

Provide and install (10) 24 ga gsm conductor heads

Provide and install approx. 300’ of 24 ga 3” rd. downspouts with splash blocks

(Tpo scuppers, SASM, underlayment’s, stucco weeps, or screeds by others)

Contract Price ……$ 11,220.00

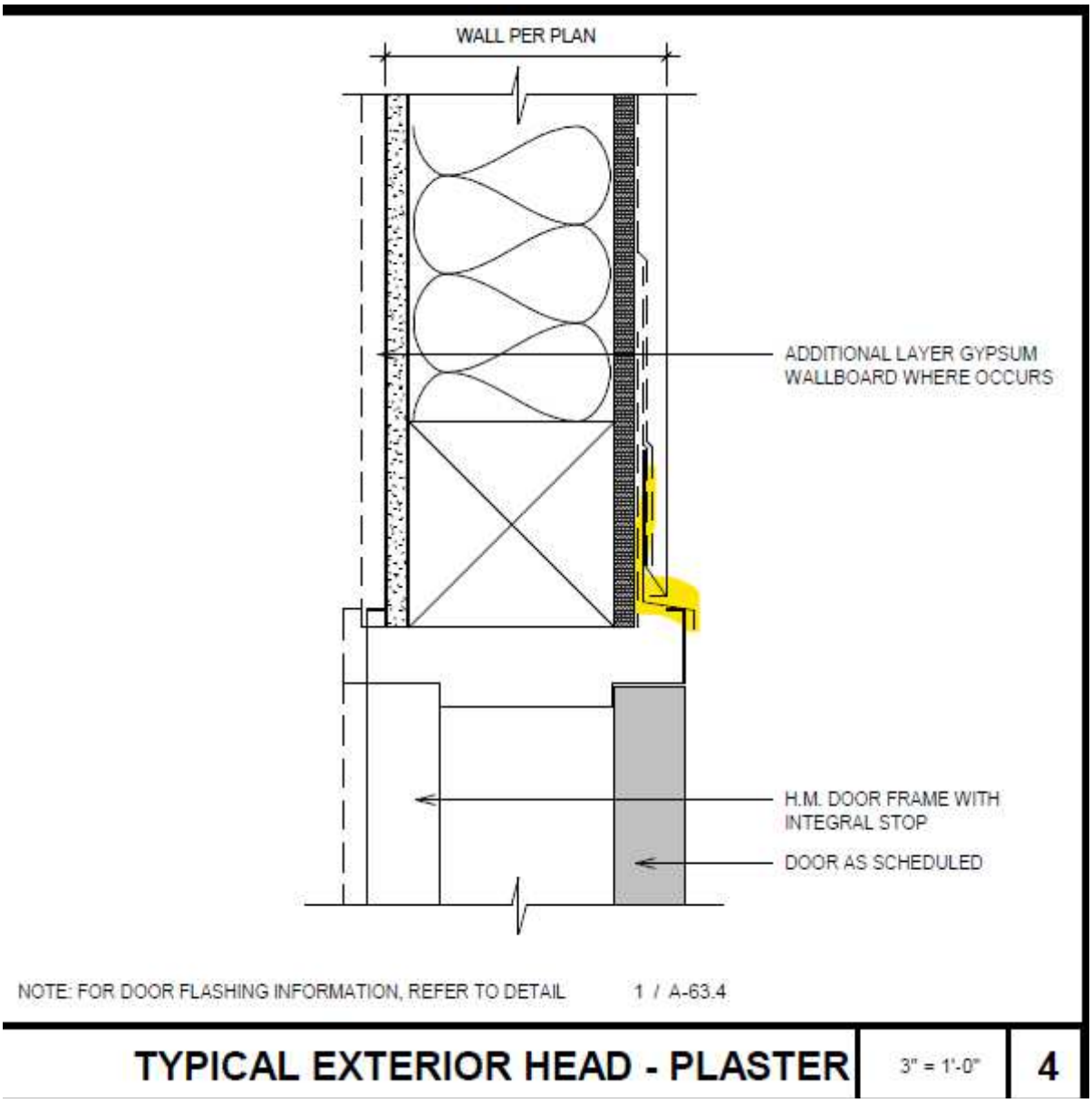


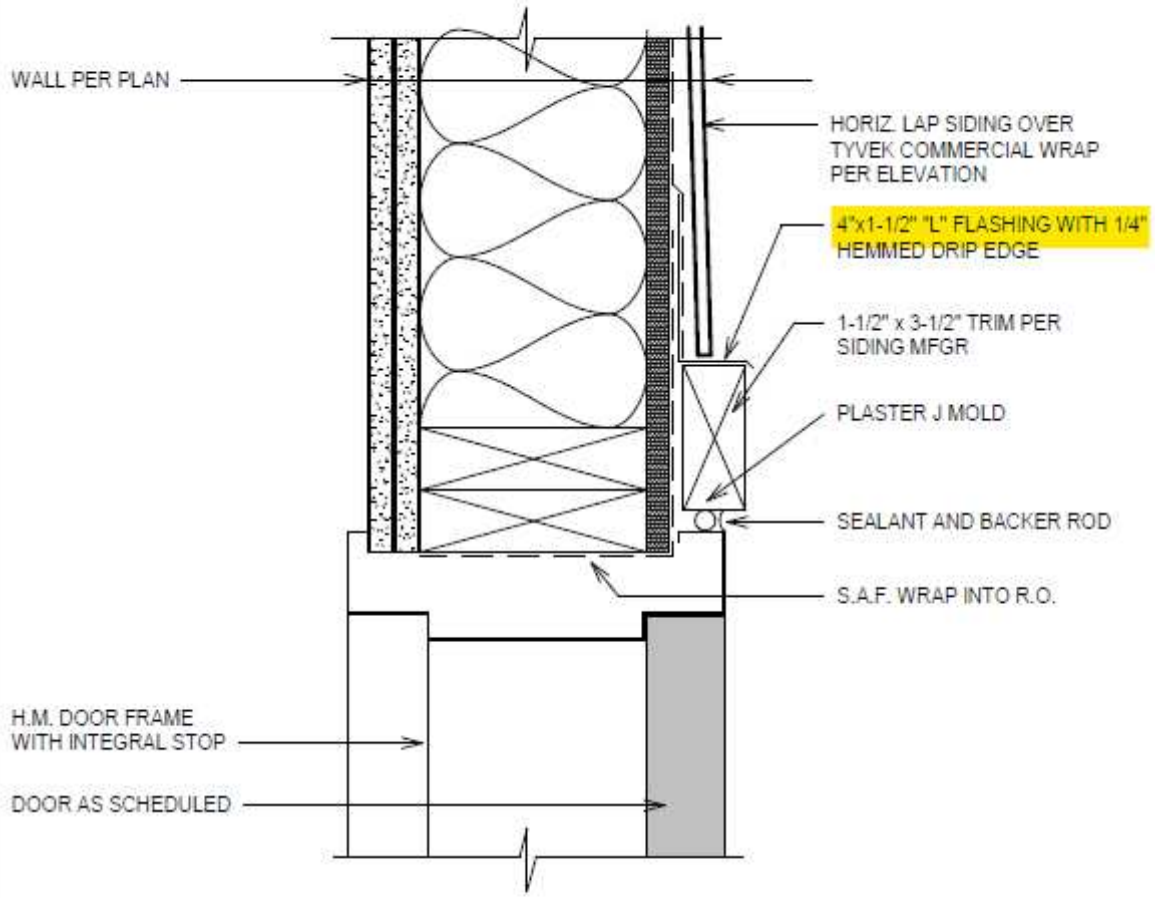
9. Door Head Typical

Provide and install approx. 230’ of 24 ga bonderized door head flash.

(SASM, underlayment’s, Stucco weeps, or screeds by others)

Contract Price Door Heads Build 1……$ 4,812.00
Contract Price Door Heads Build 2……$ 1,333.00
Contract Price Door Heads Build 3……$ 1,172.00





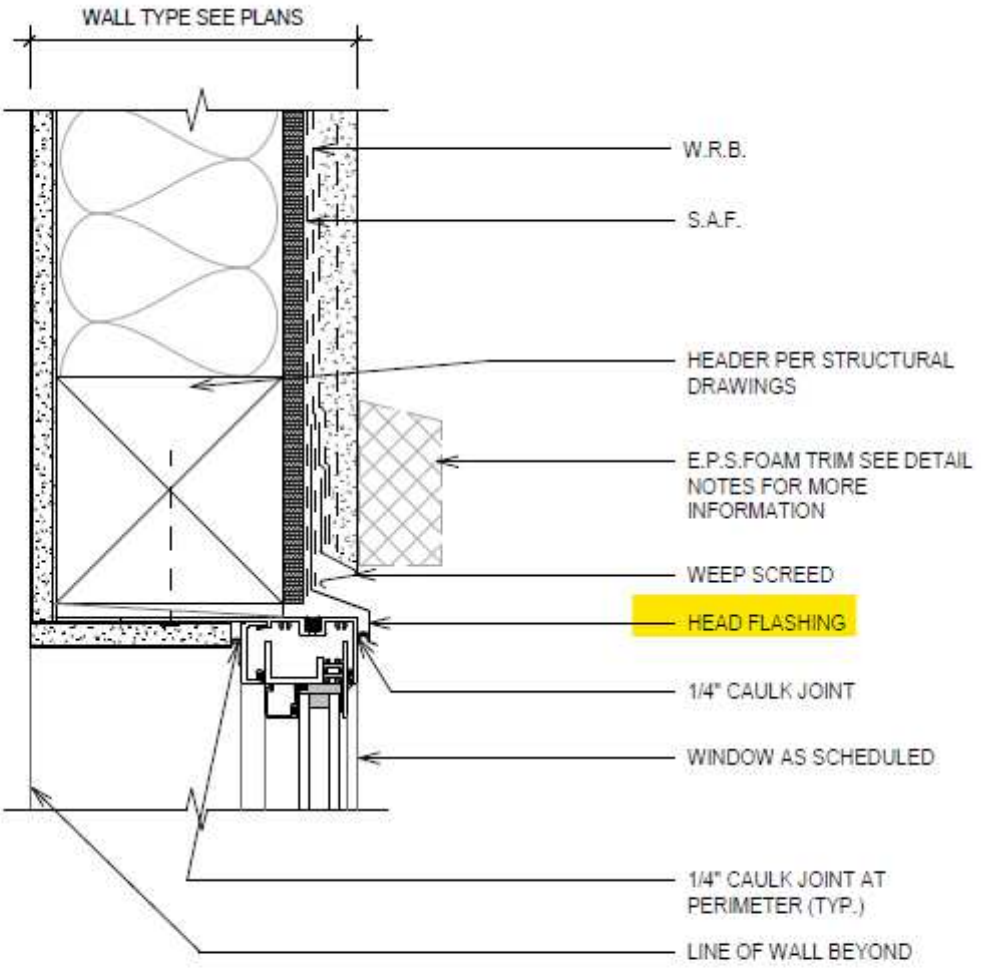
NOTE: FOR DOOR FLASHING INFORMATION, REFER TO DETAIL 1 / A-63.4

EXTERIOR HEAD - SIDING | 3" = 1'-0" | **11**

10. Window Head/Sill Typical

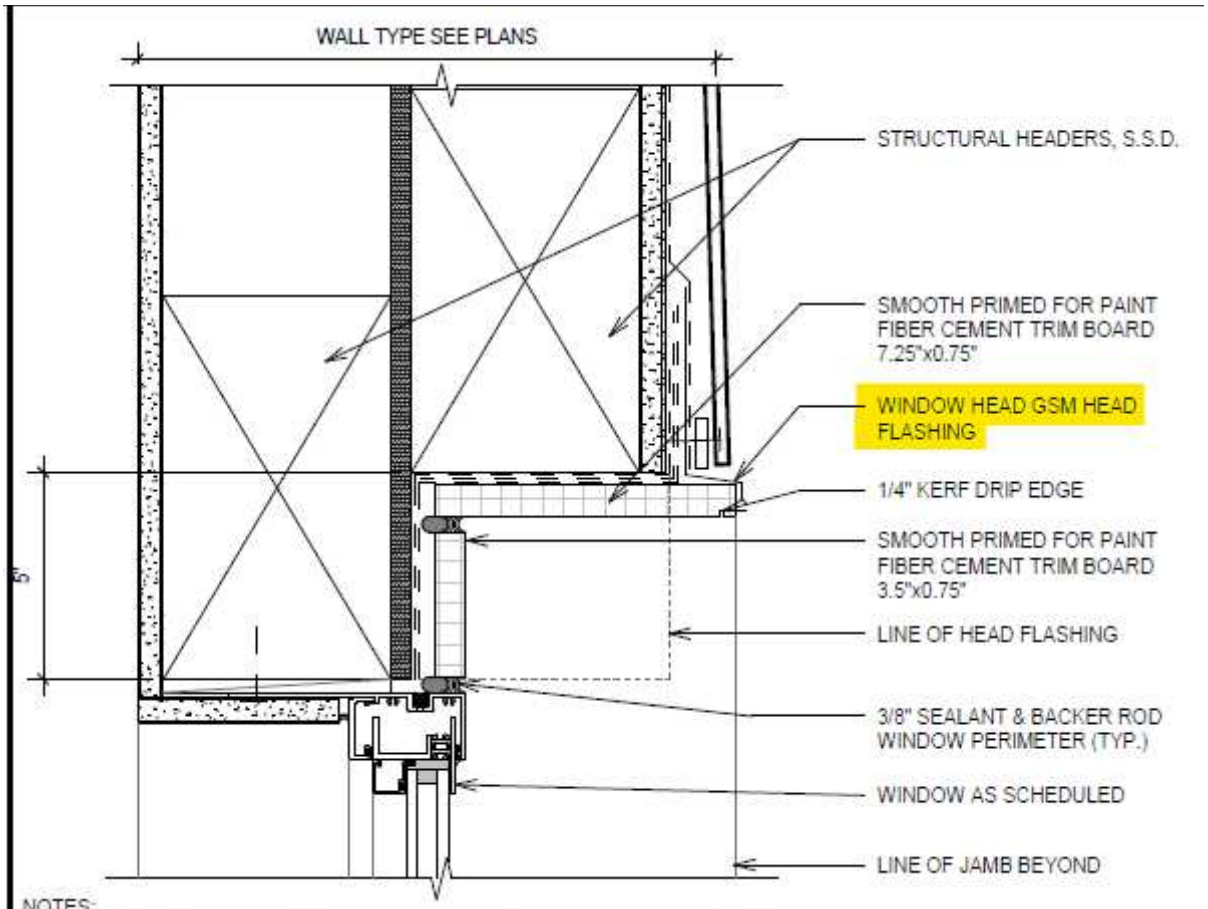
Provide and install approx. 485’ of 24 ga bonderized window head flash.
Provide and install approx. 40’ of 24 ga bonderized window sill flash.
(SASM, underlayment’s, Stucco weeps, or screeds by others)

Contract Price Window Heads Build 1…….$ 9,972.00
Contract Price Window Heads/sills Build 2…….$ 2,557.00
Contract Price Window Heads/sills Build 3…….$ 1,118.00



NOTE:
- FLUSH WINDOW FLASHING CONDITIONS SEE DETAIL 5 / A-63.4
- AT E.P.S. FOAM TRIM INSTALLATION INSTALL TRIM PER DETAIL 13 / A-63.4
- FOR ADDITIONAL INFORMATION SEE DETAIL 1 / A-64.2

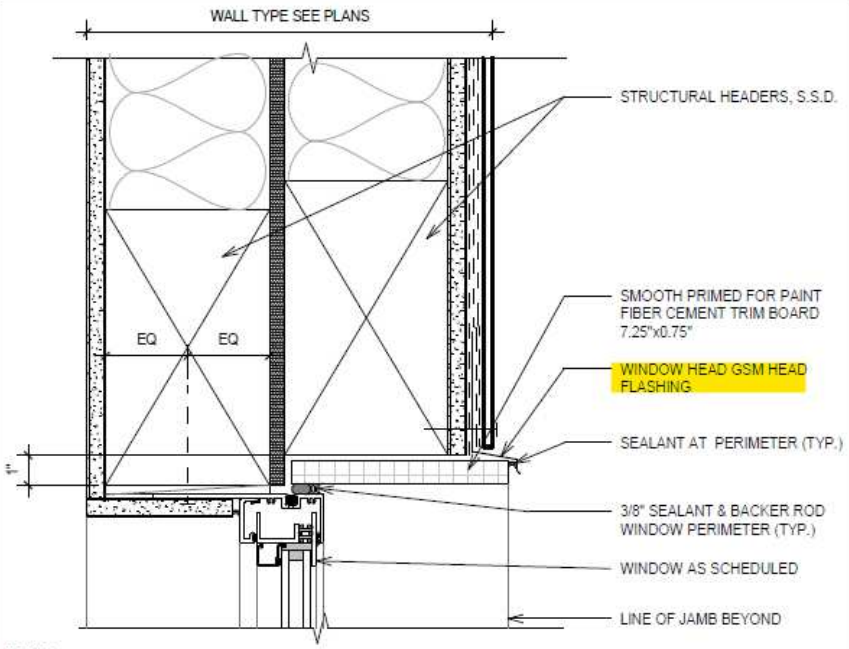
FLUSH WINDOW HEAD AT EXT. PLASTER	3" = 1'-0"	3



NOTES:

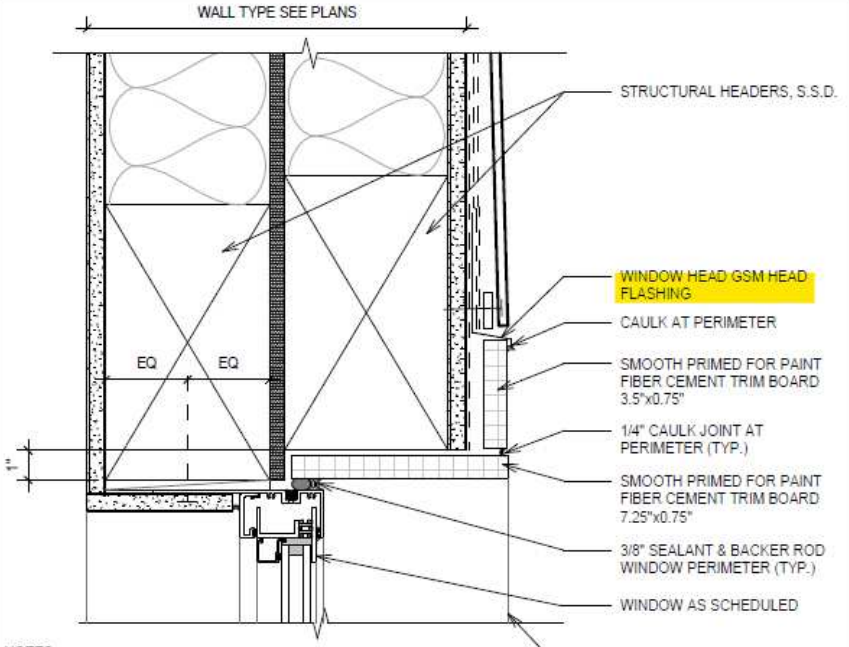
- FURRING WALL ATTACHMENT TO STRUCTURAL WALL, SEE STRUCTURAL DETAIL 16/SD-4.3
- SEE DETAIL 5/A-63.5 FOR RECESSED WINDOW FLASHING SEQUENCE.
- SEE DETAIL #1 ON THIS SHEET FOR TYPICAL NOTES AND DIMENSIONS, SIMILAR CONDITIONS AND ADDITIONAL INFORMATION
- FIBER CEMENT TRIM BOARD NAILING SHALL BE A 6d 0.092" SHANK x .0219" x 2.0" LONG GALV. AT 16" O.C. PER MFR. REQ.
- CONTRACTOR SHALL PREPARE AND PRIME NAILS HEADS FOR PAINTING

RECESSED WINDOW HEAD AT LAP SIDING	3" = 1'-0"	11



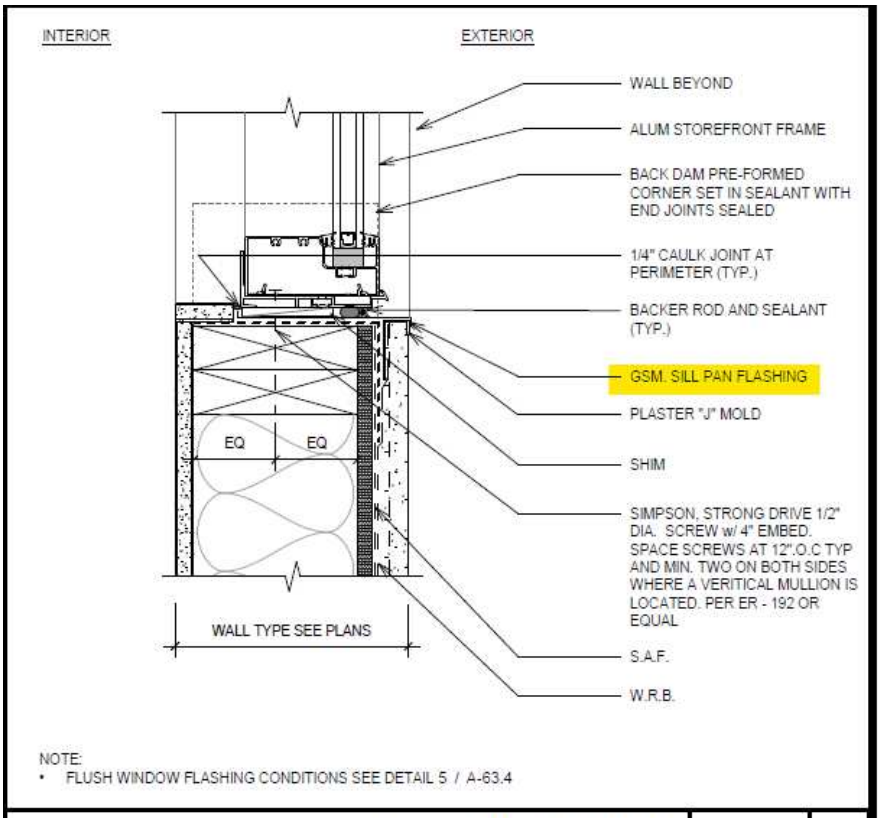
NOTES:
- FURRING WALL ATTACHMENT TO STRUCTURAL WALL, SEE STRUCTURAL DETAIL 16/SD-4.3
- SEE DETAIL 5/A-63.5 FOR RECESSED WINDOW FLASHING SEQUENCE.
- SEE DETAIL #1 ON THIS SHEET FOR TYPICAL NOTES AND DIMENSIONS, SIMILAR CONDITIONS AND ADDITIONAL INFORMATION
- FIBER CEMENT TRIM BOARD NAILING SHALL BE A 6d 0.092" SHANK x .0219" x 2.0" LONG GALV. AT 16" O.C. PER MFR. REQ.
- CONTRACTOR SHALL PREPARE AND PRIME NAILS HEADS FOR PAINTING

RECESSED WINDOW HEAD AT VERT. SIDING | 3" = 1'-0" | **20**



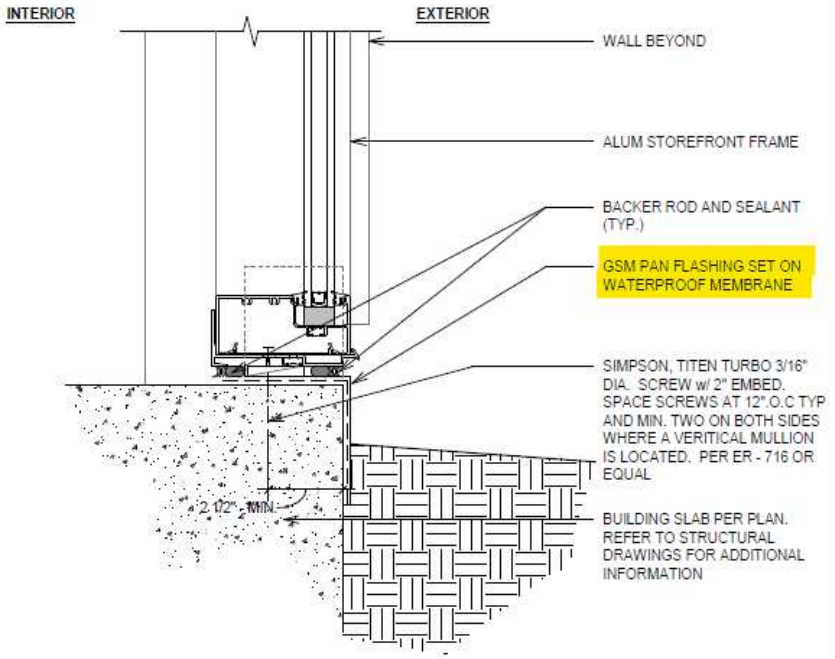
NOTES:
- FURRING WALL ATTACHMENT TO STRUCTURAL WALL, SEE STRUCTURAL DETAIL 16/SD-4.3
- SEE DETAIL 5/A-63.5 FOR RECESSED WINDOW FLASHING SEQUENCE.
- SEE DETAIL #1 ON THIS SHEET FOR TYPICAL NOTES AND DIMENSIONS, SIMILAR CONDITIONS AND ADDITIONAL INFORMATION
- FIBER CEMENT TRIM BOARD NAILING SHALL BE A 6d 0.092" SHANK x .0219" x 2.0" LONG GALV. AT 16" O.C. PER MFR. REQ.
- CONTRACTOR SHALL PREPARE AND PRIME NAILS HEADS FOR PAINTING

RECESSED WINDOW HEAD AT LAP SIDING 2 | 3" = 1'-0" | **19**



NOTE:
- FLUSH WINDOW FLASHING CONDITIONS SEE DETAIL 5 / A-63.4

AL.SF. SILL AT WALL | 3" = 1'-0" | **2**



AL.SF. SILL AT CONC SLAB | 3" = 1'-0" | **1**

Exclusions;

1. **Priming.**
2. **Painting.**
3. **Framing.**
4. **Caulking or backer rods.**
5. **Stucco weeps or screeds.**
6. **Break shape aluminums.**
7. **HVAC flashing or equipment.**
8. **Any interior work.**
9. **TPO metals or scuppers.**
10. **Awning/ louver frames or panels**
11. **Demo of any existing materials.**
12. **Deck/ corridor flashings or traffic coatings.**
13. **MEP flashings or equipment.**
14. **Any work or materials not listed in scope.**

***Please initial all options, sign and date bottom and email to gbtsheetmetal@gmail.com**

Entire Contract Price shall be due upon completion of the Work unless checked below.

All Invoices paid with credit card will be charged additional 3.8%

CLEAN UP: **Upon completion of the work, the CONTRACTOR will remove debris and surplus material from the OWNER's property and leave it in a neat, broom clean condition.**

Warranty: All of the labor shall be completed in a reasonable and workman like manner according to the standard practices of the industry. CONTRACTOR warrants his labor to be free from defects for **3** years from the date of substantial completion. This warranty shall not cover damage or leakage caused by alterations to the products installed after substantial completion, such as removal, lack of downspouts, and heavy debris.

APPROXIMATE START DATE AND APPROXIMATE COMPLETION DATE. Within 60 days after execution of this Contract, OWNER shall have the job site ready for commencement of construction and shall thereupon give CONTRACTOR written notice to commence work. CONTRACTOR shall commence work within 60 days after receipt of such notice. Substantial commencement of the Work shall occur on the first day that CONTRACTOR furnishes construction labor, services and materials following receipt of OWNER's written notification to

commence the Work. The Work shall be completed by the following approximate completion date: 30 days from start date. With 3 years of workmanship warranty.

WORKERS' COMPENSATION INSURANCE: THE CONTRACTOR carries workers' compensation insurance for all employees.

****

Notice of the Three-Day Right to Cancel

You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight on the third business day after you receive a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the Contract and this Notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this Contract or sale. Or you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for the performance of all obligations under the contract.

To cancel this transaction, make or deliver a signed and dated copy of this Notice of Cancellation, or any other written notice, or send a telegram to GBT Sheet Metal., whose address is P. O. Box 6877, Santa Barbara, CA 93160 no later than midnight of_____. (Please write on a date 3 days after signing date and initial)

****

DATED THIS _____day of _____, 2025.

OWNER

CONTRACTOR/AUTHORIZED AGENT

_____

GBT Sheet Metal

(OWNER SIGN HERE)

_____ By:

_____

(If more than one Owner, Second Owner Sign Here) Contractor's State License No. 976310

Owner's phone numbers:

This proposal is void if not accepted within ten working days of the date listed above.

Certificates of Insurance Provided Upon Request

BEST CONTRACTING PROPOSAL

Proposal For:		**Proposal No:**	25-45020
Company:		**Phone:**	
Email Address:		**Cell:**	
Project:	**Freemont Middle School**	**Date:**	***10/30/2025***
Project Address:	1130 N M Street Oxnard Ca 93030		

Pursuant to your request we are providing the following for your consideration. If you have any questions, you may call Bryan's cell phone at 310-415-7933 or contact via E-mail at bbitterman@bestcontracting.com

SCOPE OF WORK:

Furnish and install sheet metal scope below and similar details per plans and specs.

- Furnish and install general sheet metal flashings
  - Copings and cleats
  - Reglet and counterflashing
  - Base and skirt flashings
  - Window and door flashings
  - Pad covers
  - Expansion joints
  - Three (3) roof hatches
  - Two (2) smoke hatches

- Furnish and install approx. 6700 sqft of Fiber Cement panels
  - Including underlayment
- Furnish and install approx. 6800 sqft of Corrugated wall panels
  - Including underlayment
- Furnish and install approx. 5700 sqft of Standing seam roofing
  - Including underlayment

PRICE: …….. $1,748,048.00

EXCLUSIONS:

- ☑ Roof access ladders
- ☑ Substrate, Roof Deck Repairs/Replacement.
- ☑ Roof Accessories, Prefab Curbs, Skylights, Vents.
- ☑ Vapor Barrier.
- ☑ All Clad Metal
- ☑ All Carpentry – Plywood Sheathing, Wood Blocking, Wood Nailer, etc.
- ☑ HVAC, Mechanical or Related Duct Work, Electrical and Plumbing (including drains).
- ☑ Protection of completed work from damage by other trades or construction traffic
- ☑ Permits, Inspection, Testing and Consultant costs and fees.
- ☑ **All other work not specifically stated under Scope of Work above**

The General Terms and Conditions attached hereto are expressly incorporated into this Proposal and will form the contract between the parties.

This Proposal is valid for 30 days from the date of the Proposal.

We appreciate the opportunity to submit you a bid. Should you have any questions, please don't hesitate to contact me at (310 415-7933)

Respectfully Submitted,

Bryan Bitterman

Bryan Bitterman
BEST Contracting Services, Inc.
License #456263
DIR# 1000000563

Proposal No.: XX-XXXXX

GENERAL TERMS & CONDITIONS

Acceptance of this proposal by General Contractor ("Contractor") shall constitute acceptance of all terms and conditions recited herein and shall supersede any conflicting term in any other past or future Contractor or Project document. Contractor's agreement herewith shall be evidenced by Contractor listing BEST Contracting Services, Inc. ("BEST") in its bid documents or by permitting BEST to commence work for the Project:

1. BEST shall be paid monthly progress payments on or before the 15th of each month for the value of work completed plus the amount of materials and equipment suitably stored on or off site. Final payment shall be due 30 days after the work described in the Proposal is substantially completed. BEST shall have the right to stop work if any payment is not timely made and BEST may keep the job idle until all payments due are received; in no such event shall BEST be liable for damages arising from delay in completion.
2. All sums not paid when due shall bear interest at the rate of 1 ½ % per month.
3. No back-charges by, or claim of, the Contractor for services performed by others shall be valid against BEST unless agreed to in writing by BEST before the work is performed.
4. Contractor is to prepare all work areas so as to be acceptable for BEST's work. BEST will not be called upon to start work until sufficient areas are ready to insure a continuous work sequence, which is what the Proposal price is based upon. There will be a charge of: $3,500 for each break in the continuous sequence of work due to Owner or Contractor's action(s) or direction. The Contractor shall furnish all temporary site facilities, including suitable storage space, temporary electrical, toilets and water, and security at no cost to BEST.
5. BEST shall be given reasonable time in which to make delivery of materials and/or labor to commence and complete its work. BEST shall not be responsible for delays or defaults where occasioned by causes of any kind and extent beyond its control, including but not limited to: delays caused by the Owner, Contractor, architect and/or engineers, delays in transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and acts of God. BEST shall be entitled to an equitable adjustment in the subcontract amount for additional costs due to unanticipated Project delays or accelerations caused by others whose acts are not BEST's responsibility, as well as to time extensions for unavoidable delays. No liquidated damages may be assessed against BEST for more than the amount actually paid by the Contractor for unexcused delays to the extent actually solely caused and agreed to by BEST. Under no circumstances shall BEST be liable for consequential or indirect damages of any type, or damages for delay in completion of the Project.
6. BEST's work is guaranteed for a period of one year from the date of substantial completion or beneficial use, whichever is earlier. The exclusive remedy shall be that BEST, shall replace or repair any part of its work, which is found to be defective. BEST shall not be responsible for damage or defect caused by third parties, follow-on contractors, abuse, modifications, improper or insufficient maintenance, improper operation or normal wear, tear and usage.
7. Work called for herein is to be performed during BEST's regular working hours. All work performed outside of such hours shall be the basis for a change order, charged at BEST's prevailing overtime rates. The mark-up for profit and overhead for all change orders shall be at least twenty-five percent.
8. BEST will indemnify and hold harmless the Contractor from damages only to the extent such damages are caused by the sole negligent act or omission of BEST.
9. In the event of a price increase of material, supplies, equipment, or energy greater than five percent occurring between the date of this Proposal and the first day of performance of the specific work affected by the price increase, through no fault of BEST, the amount owed to BEST shall be equitably adjusted by change order(s) to reflect those price increase(s). BEST shall be entitled to such escalation costs regardless of Contractor being able to pass those costs through to the Owner.
10. BEST shall not be held responsible if the design or structure of the roof deck being roofed does not conform to the requirements of the UBC or other code requirements, with resulting standing or ponding water.
11. Should BEST be required to raise pipes, conduit, air conditioning units, duct work or other roof mounted equipment (collectively "roof top items") to roof under them, BEST will endeavor to handle these items with care, however, BEST will not accept any liability for damage to any these roof top items which are handled during normal roofing activity.
12. Contractor shall be responsible to compensate BEST for any increase made in the state or local sales tax rate that was not in effect at the time of bid and not reflected in the bid documents.
13. Due to the recent volatility in material prices, the price(s) stated in this proposal is/are valid only for contracts accepted and executed within 30 days of the date of this proposal.
14. NOTE that some of the materials and products specified to be used and installed in the construction of this project are, or may later become, unavailable, significantly delayed in shipment and/or subject to price increases due to circumstances beyond our control, including the current national and industry-wide materials shortage crisis, as well as the COVID-19 pandemic. With respect to material delivery, we can make no guarantees as to whether material lead times and delivery will accommodate the Project Schedule. Note that the actual lead time and delivery dates can only be provided by and confirmed by the material manufacturer. If a specified product is unavailable or shipment is or will be delayed, we will provide notice to you and shall be afforded a time extension on the project schedule, and substitute products, if available, may be considered.
15. If there is an increase in the actual cost of the labor or materials charged to us in excess of 5% subsequent to making this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to us. We will submit written documentation of the increased charges to you upon request. As an additional remedy, if the actual cost of any line item increases more than 10% subsequent to the making of this Agreement, we, at our sole discretion, may terminate the contract for convenience, without consequence.

END OF DOCUMENT

Metal Roofing

Letner ROOFING CO

Lic. No. 689961

Sheet Metal Proposal
Date 10/30/25

Viola Estimating Department

Project: Fremont M.S. Reconstruction 1130 North M Street, Oxnard, CA. 93030

Thank you for the opportunity of providing you with a proposal for the above-mentioned project. This proposal is to furnish you with the following scope of work per ~~**Perkins-Eastman**~~ **Architectural drawings Dated: 10/22/2025**

SVA

Specification Sections:

074115—Manufactured Standing Seam Roofing
074213.13—Formed Metal Wall Panels
076000— Flashing & Sheet Metal
077200—Roof Hatches

Spec Section: 074115—Manufactured Standing Seam Roofing

- Furnish and install the following;
- Metal Roof Panels, self-adhered underlayment, gutter, flashing trims
- Excludes: Demo, wood nailers, framing, sub framing, MEP flashings, sheating, overtime, roofing, clad metal, lead flashing, insulation, items not listed above, protection of own work after install,
- Finish; Per plans and specs
- Lead times are as follows; Shop drawings 5-6 weeks, Procure raw form materials once our shop drawings are approved 6-8 weeks, fabricate material into shape 3-4 weeks (after field verifying dimensions, all framing must be complete).

Spec Section: 074213.13—Formed Metal Wall Panels

- Furnish and install the following;
- Metal Wall Panels, self-adhered underlayment, hat channel, flashing trims
- Excludes: Demo, wood nailers, framing, sub framing, MEP flashings, sheating, overtime, roofing, clad metal, lead flashing, insulation, items not listed above, protection of own work after install,
- Finish; Per plans and specs
- Lead times are as follows; Shop drawings 5-6 weeks, Procure raw form materials once our shop drawings are approved 6-8 weeks, fabricate material into shape 3-4 weeks (after field verifying dimensions, all framing must be complete).

Continued on next page

Spec Section: 076000— Flashing & Sheet Metal

- Furnish and install the following;
- Coping, Sill Flashing, Head Flashing, Reglet/Counterflashing, Pad Cover, Leaderhead/Downspout,
- Excludes: Demo, wood nailers, framing, sub framing, MEP flashings, sheating, overtime, roofing, clad metal, lead flashing, items not listed above, protection of own work after install,
- Finish; Per Plans and Specs
- Lead times are as follows; Shop drawings 5-6 weeks, Procure raw form materials once our shop drawings are approved 3-4 weeks, fabricate material into shape 3-4 weeks (after field verifying dimensions).

Spec Section: 077200—Roof Hatches

- Furnish and install the following;
- Roof Hatches, roof hatch safety railing, ladder safety post,
- Building 2 smoke hatches
- Excludes: Demo, wood nailers, framing, sub framing, sheating, overtime, roofing, clad metal, lead flashing, rigging on smoke hatches, items not listed above, protection of own work after install,
- Finish; per plans and specs
- Lead times are as follows; Shop drawings 5-6 weeks, Procure raw form materials once our shop drawings are approved 6-8 weeks (after field verifying dimensions).

Building 1 Total Base Bid ; ––––$439,529.00

Building 2 Total Base Bid ; ––––$432,835.00

Building 3 Total Base Bid ; ––––$222,643.00

Site Total Base Bid ; ------$51,785.00

Total Combined Base Bid ; ------$1,146,792.00

Addendum 1 Noted

Job Specific Exclusions: Overtime, swing shift work, permits, flashings not mentioned in proposal, protection of own work after install.

Standard Letner Exclusions: City Permits, Over Burden, Scaffolding, Demolition of Any Kind, Interior Metals, Material Protection after Install, Batt Insulation, Wood Nailers or Blocking, Backing for Other Trades, Saw Cutting of Concrete, Vent & Conduit pipe flashings, MEP Flashings, PVC Clad Metal, Sub Framing, Structural Decking, HSS Members, Tube Steel, Bent Plates, Structural Backing, Fire Stop, Weep Screeds, Vent Screeds, Access Doors, Access Ladders, Access Panels, Field Painting, Custom Kynar 500 colors, Caulking & Sealants Not Related to Our Work.

Continued on next page

Letner ROOFING CO

Lic. No. 689961

DIR# 1000002763
EMR .68
Bond Rate: 1.5% (not included)
Union: Yes-Local 105

Sincerely,
Osvaldo Manzo | Sheet Metal Estimator
714-306-3262

4SHEET METAL

Contractor's license # 976310

GBT Sheet Metal Inc. P.O. Box 6877, Santa Barbara, CA 93160. (805) 770-3872

GREETINGS: THIS AGREEMENT made this **October 29, 2025,** between GBT Sheet Metal & Gutter whose address is set forth above (hereinafter "CONTRACTOR") and **Viola Inc.** CONTRACTOR's address shown above is the address to which the Notice of Cancellation is to be mailed.

PROJECT LOCATION: 1130 N. M St. Oxnard, CA

Prepared by – Jon Crone

The owner and CONTRACTOR agree as follows:

A. **DESCRIPTION OF THE PROJECT AND DESCRIPTION OF SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED**. CONTRACTOR will furnish all labor and materials to construct and complete in a good, workmanlike and substantial manner a work of improvement described as: ("Work")

Note- This estimate is for the installation of Metal Roofing, Underlayment and Rain Gutters and building sheet metals. Note- Standing seam metal roofing may oil can due to expansion and contraction.
All labor bid per California metal roofing Santa Barbara prevailing wage rates, DIR#1000018626
All work based on access to scaffold provided by others, If GBT provides own access, pricing will be adjusted.

1. Metal Roofing (standing seam)

Provide and install approx. 6,000 Sq Ft of Taylor Metals 16" "Versa Span" 24 ga standing seam metal roofing. Panels profile to be 1.75" rib. Color of panels to be chosen.
Provide and install approx. 5,600 Sq Ft of Polystick XFR (class A fire) underlayment.
Includes manufacturer weathertight warranty
All flashings including edge metal, ridge, rake, and sidewall installed per manufactures detail.
All debris generated to be disposed of.

Contract Price Metal Roofing Building 1……$ 95,616.00
Contract Price Metal Roofing Building 2……$ 66,847.00
Contract Price Metal Roofing Trash Enclosure……$ 9,490.00

TAYLOR METAL PRODUCTS

Versa Span™ CA
STANDING SEAM

ICC EVALUATION SERVICE™ **ICC-ES EVALUATION REPORT #5046 with CBC-CRC Supplement**

12", 14", 16" & 18" coverage options



STRIATIONS



FLAT ACCENT RIBS
2 Accent ribs for 12" & 14" panel
3 Accent ribs for 16" & 18" panel



FLAT PAN

*wide batten options

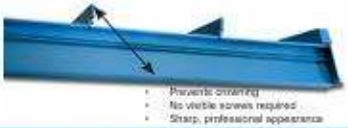


PENCIL RIBS

KEY FEATURES

- 12", 14", 16" & 18" coverage options
- 24 and 22 Tru-Gauge™ and .032" and .040 Aluminum
- 1-3/4" vertical rib, factory notching available
- 2:12 minimum pitch recommended (For lower pitches, please inquire)
- Standard panel lengths 1' to 60' (For longer length panels, please inquire)
- On-site roll forming available for longer panels
- Factory injected Butyl sealant available
- Clip Relief is not standard, available upon request
- Wide Batten incorporates nicely over Versa-Span™ standing seam panel *(separate clip required)*
- Weathertightness warranty available (Contact TMP representative for details)
- Manufactured in Riverside and Sacramento CA

NOTCH AND TAB



- Prevents ponding
- No visible screws required
- Sharp, professional appearance

TESTING

- ICC-ESR #5046 with CBC-CRC Supplement
- Code compliance UL Evaluation Report UL ER #25913-01
- UL Construction No. 254, 255, 261, 303, 342, 343, 414, 436, 445, 447, 448, 486, 508, 508A, 543, 544
- UL 580 Class 90 - Wind Uplift
- UL 790 Class A (ASTM E108) - Fire rated
- UL 2218 Class 4 - Impact (hail) rated
- ASTM E1680 - Air infiltration (roof)
- ASTM E1646 - Water infiltration (roof)
- ASTM E1592 - Structural uniform static air pressure
- ASTM E1514 - Standard for Structural Standing steel roof panels systems.
- ASTM E331 - Water infiltration (wall)
- ASTM E283 - Air infiltration (wall)
- ASTM A653/A924 - G90 Galvanized
- ASTM A792 - Zincalume/Galvalume AZ-50/55
- ASTM B209 - Aluminum Substrate

RIVERSIDE CA • SACRAMENTO CA • SALEM OR • AUBURN WA • SPOKANE WA • TAYLORMETAL.COM

TAYLOR METAL PRODUCTS

Metal Roofing & Siding Finish Options

Standard Kynar 500® Coatings

20 or 30-year Commercial, Non-Transferable, Non-Prorated, Limited Warranty
40-Year Residential, Transferable, Non-Prorated Limited Warranty

Glacier White SRI-85


Sierra Tan SRI-60


Parchment SRI-58


Sterling Grey SRI-44

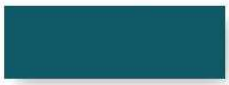

Zinc Grey SRI-39


Charcoal Grey SRI-25


Saddle Tan SRI-37

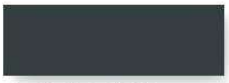

Medium Bronze SRI-36


Tahoe Blue SRI-31

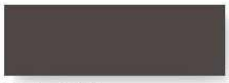

Pacific Blue SRI-26


Hemlock Green SRI-36

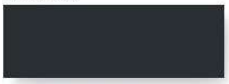

Forest Green SRI-24

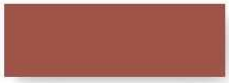

Graphite Black SRI-26
Formerly: Black

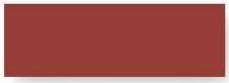

Dark Bronze SRI-22

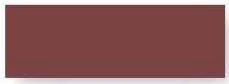

Musket SRI-31


Pine Green SRI-25


Matte Black SRI-23


Terra Cotta SRI-43


Tile Red SRI-35


Colonial Red SRI-37


Retro Red SRI-42

Premium Metallic 500® Coatings

(Premium Pricing Applies)


Metallic Silver SRI-60


Champagne SRI-48


Antique Patina SRI-40


Weathered Zinc SRI-39


Copper Penny SRI-50



Polystick ® XFR from Polyglass

Polyglass U.S.A., Inc., a leading manufacturer of roofing and waterproofing systems, is pleased to announce the release of Polystick XFR, an advanced dual-purpose fire-resistant and self-adhered waterproofing underlayment that provides superior fire resistance. Where other fire-rated underlayment products struggle to strike a balance between robust fire protection and reliable waterproofing, Polystick XFR successfully combines our ADESO® and Burn-ShieldTM technologies with the highest quality materials to yield a product that excels in both areas. This product achieves UL Class A fire ratings for combustible decks while also providing long-term superior weathering performance.

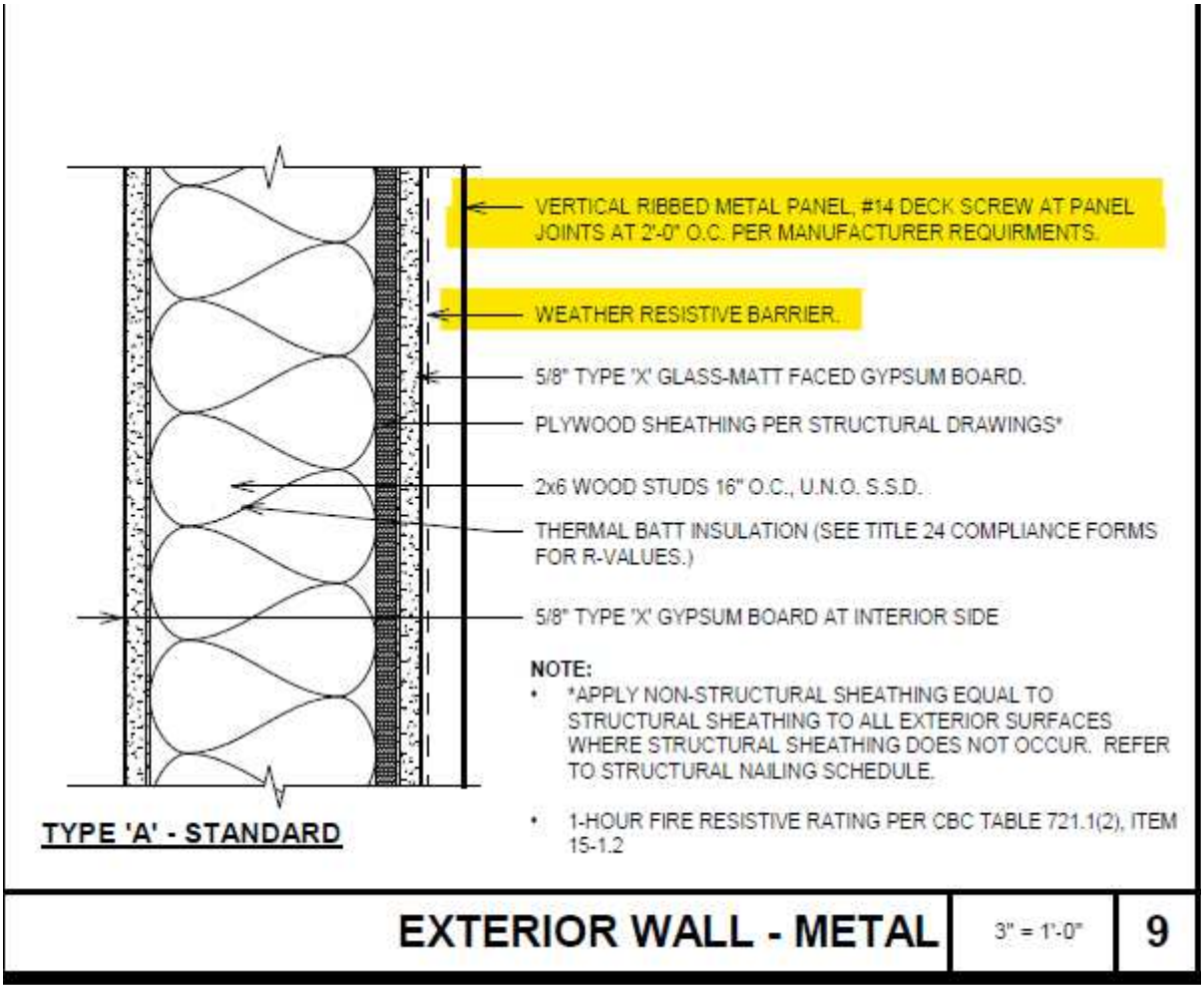
Polystick® XFR is a dual-purpose fire-resistant and self-adhered waterproofing underlayment approved for applications up to 265°F. This underlayment features our patent-pending **Burn-Shield Technology™**, which offers fire resistance capable of achieving the highest level of fire ratings. Polystick XFR's superior protection against fire spread and penetration resistance makes it an ideal underlayment for metal roof covering systems like steel, copper, and similar materials.

Fire Resistant Self-Adhered Roof Underlayment

2. Metal Siding

Provide and install approx. 8,400 sq ft of Taylor Metals 24 ga standard color HR-34 siding panel
Provide and install approx. 8,400 sq ft Tyvek underlayment.
All flashings including base metal, sidewall , corners will be installed per manufactures detail.
All debris generated to be disposed of.

Contract Price Building 1……$ 59,058.00
Contract Price Building 2……$ 69,888.00
Contract Price Building 3……$ 51,036.00



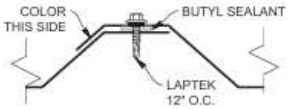
TAYLOR METAL PRODUCTS

HR-34™ CA Roof & Wall

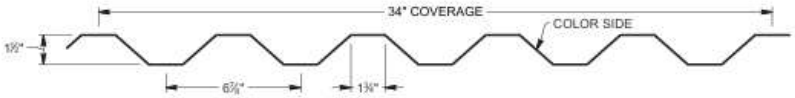
ICC EVALUATION SERVICE® **ICC-ES EVALUATION REPORT #5045 AND #5046 with CBC-CRC Supplement**



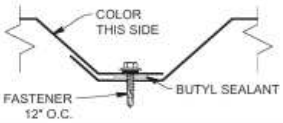
LAP DETAIL



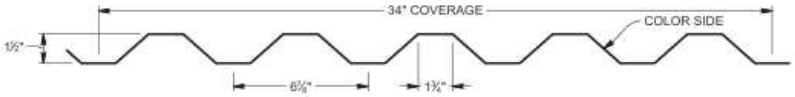
ROOF & WALL PROFILE



LAP DETAIL



OPTIONAL WALL PROFILE



KEY FEATURES

- 26, 24 and 22 Tru-Gauge™ and .032" Aluminum
- Custom 20 & 18 Tru-Gauge™ and .040" Aluminum (*please inquire*)
- 1:12 minimum pitch recommended when installed with butyl sealant
- Custom lengths 1' to 45' (*For longer length panels, please inquire*)
- Long length flashings available up to 20' 11"
- Standard trim, custom trim and accessory packages available
- Color matched neoprene washered screws
- Roof and Vertical or Horizontal Wall application
- Structural panel that will span up to 6'

TESTING

- ICC-ESR #5045 & #5046 with CBC-CRC Supplement
- Code compliance UL Evaluation Report UL ER #25913-01. Construction No. 137, 244
- UL 580 Class 90 - Wind Uplift
- UL 790 Class A (ASTM E108) - Fire rated
- UL 2218 Class 4 - Impact (hail) rated
- ASTM E1680 - Air infiltration (roof)
- ASTM E1646 - Water infiltration (roof)
- ASTM E1592 - Negative structural uniform static air pressure
- ASTM E330 - Positive structural uniform static air pressure
- ASTM E331 - Water infiltration (wall)

TAYLOR METAL PRODUCTS

MATERIAL SPECIFICATIONS

- 24 Tru-Gauge™ Kynar 500® Painted Steel
- ▲ 22 Tru-Gauge™ Kynar 500® Painted Steel
- ✦ .032" Kynar 500® Painted Aluminum
- 24 Tru-Gauge™ G-90 Galvanized or AZ-50
- 24 and 22 Tru-Gauge™ bare Zincalume® Plus AZ-55 *(No finish warranty – 25 yr. perforation warranty)*
- G-90 Galvanized or AZ-50
- .040" Kynar 500® Painted Aluminum (please inquire)
- 24 Tru-Gauge™ Bonderized
- 22 gauge Rusteel Plus™ (A606)
- Custom 20 & 18 Tru-Gauge™ and .050" and .063" Aluminum (please inquire)
- 16 OZ & 20 OZ Real Copper
- Kynar 500® and substrate testing data available (See website)

FINISHES

- 21 Standard Colors, 5 Metallic Colors and 4 Specialized Colors
- Kynar 500® Paint System - the ultimate in exterior durability and color retention
- "Cool" color pigments are specially designed to reflect infrared light, reducing heat gain to dwelling, and conform with ENERGY STAR® criteria
- Superior quality, two coat, 70% resin finish, applied at a 1 mil. thickness
- 40 year residential paint warranty
- 20 and 30 year commercial paint warranty: Contact TMP for warranty specifications
- "Oil Canning" is an inherent characterisitc of roof and wall products, and not a defect, which is not a cause for panel rejection



STANDARD COOL KYNAR 500® COLORS



PREMIUM METALLIC COOL KYNAR® COLORS



SPECIALIZED MATERIAL



These printed chips provide a close representation of the colors.

Metal samples are available upon request. Coatings are low gloss 10-15% sheen.

SRI = Solar Reflective Index. SRI values listed above are in accordance with ASTM E 1980 and are based on actual testing. ***Oil canning is not a cause for material rejection***

steelscape

Rev. Date 07-24

RIVERSIDE CA • SACRAMENTO CA • SALEM OR • AUBURN WA • SPOKANE WA • TAYLORMETAL.COM

Product Information Sheet

DuPont™ Tyvek® CommercialWrap® D

Durable Air and Water Barrier Engineered to Improve Drainage and Stand Up to the Commercial Job Site



FEATURES/BENEFITS

Description

DuPont™ Tyvek® CommercialWrap® D offers superior drainage and durability for commercial buildings. It features a specially engineered surface texture that provides enhanced water drainage under a wide variety of facades in climates that may require additional drainage.

Tyvek® CommercialWrap® D is made from 100% flash spunbonded high-density polyethylene fibers which have been bonded together by heat and pressure, without binders or fillers, into a tough durable sheet structure. Additives have been incorporated into the polyethylene to provide ultraviolet light resistance.

Air and Water Barrier Performance

- Offers the ideal combination of enhanced drainage, air and water holdout plus vapor permeability.
- Air Barrier Association of America evaluated to exceed ABAA, ASHRAE 90.1 and IECC air leakage requirements when tested in accordance with ASTM E2357.
- Offers > 98% drainage efficiency when tested in accordance with ASTM E2273.
- Offers high tear-resistance and high wind-load-resistance to help stand up to commercial construction site conditions.
- Withstands up to nine months of UV exposure.

Available Sizes

Tyvek® CommercialWrap® D is available in the following roll sizes:

- 5' x 200' (1.5 x 61m)
- 10' x 125' (3.1 x 38.1 m)

Sustainable Solutions

Tyvek® CommercialWrap® D may contribute toward LEED® points in the areas of Energy and Atmosphere (EA): Optimizing the Building Envelope and Indoor Environmental Air Quality (EQ): Construction IAQ Management Plan and Low Emitting Materials. In addition, the use of a continuous air barrier is a prerequisite for LEED® applications requiring compliance with ASHRAE 90.1-2010.

By helping to effectively seal the building envelope, **Tyvek® CommercialWrap® D** helps to reduce the amount of energy required for heating and cooling.

Complete System

Tyvek® CommercialWrap® D can be integrated with DuPont self-adhered flashing products and Tyvek® Fluid Applied products to offer seamless protection for wall systems that require mechanically fastened and fluid applied air and water barriers.

PROPERTIES

Review all instructions and (Material) Safety Data Sheet ((M)SDS) before use. Please contact your local DuPont™ Tyvek® Specialist before writing specifications around this product. Product properties are as follows:

Test Method	Property	Typical Value	Units
ASTM E2357	Air Penetration Resistance	<0.04	cfm/ft² @ 1.57 psf
Gurley Hill (TAPPI T-460)	Air Penetration Resistance	>750	sec/100cc
ASTM E1677	Air Penetration Resistance	Type 1	cfm/ft² @ 1.57 psf
ASTM E2178	Air Penetration Resistance	.001	cfm/ft² @ 1.57 psf
ASTM E283	Wall Assembly Air Penetration Resistance	<0.04	cfm/ft² @ 1.57 psf
ASTM E96-05	Water Vapor Transmission	212	Method B g/m²-24 hrs
E96-05	Water Vapor Transmission	30	Method B (perms)
AATCC 127	Water Penetration Resistance	235	cm
ASTM E331	Wall Assembly Water Penetration Resistance	No leakage	Tested to 15 psf
ASTM E2273	Drainage Efficiency	>98	%
TAPPI T-410	Basis Weight	2.4	oz/yd²
ASTM D882	Breaking Strength	33/41	lbs/in
ASTM D1117	Tear Resistance	6/9	lbs
ASTM E84	Surface Burning Characteristics	15 Class A	Flame Spread Index Class
ASTM E84	Surface Burning Characteristics	25 Class A	Smoke Developed Index Class
NFPA 285	Flame Propagation/Multiple Assemblies	–	Pass
–	Ultra Violet Light Exposure (UV)	270 9	Days Months

Test results shown represent roll averages. Individual results may vary either above or below averages due to normal manufacturing variations, while continuing to meet product specifications.

WARNING: DuPont™ Tyvek® is combustible and should be protected from an open flame and other high heat sources. If the temperature of DuPont™ Tyvek® reaches 750°F (400°C), it will burn and the fire may spread and fall away from the point of ignition.

DUPONT Tyvek®

For more information visit us at tyvek.com or call 1-800-448-9835

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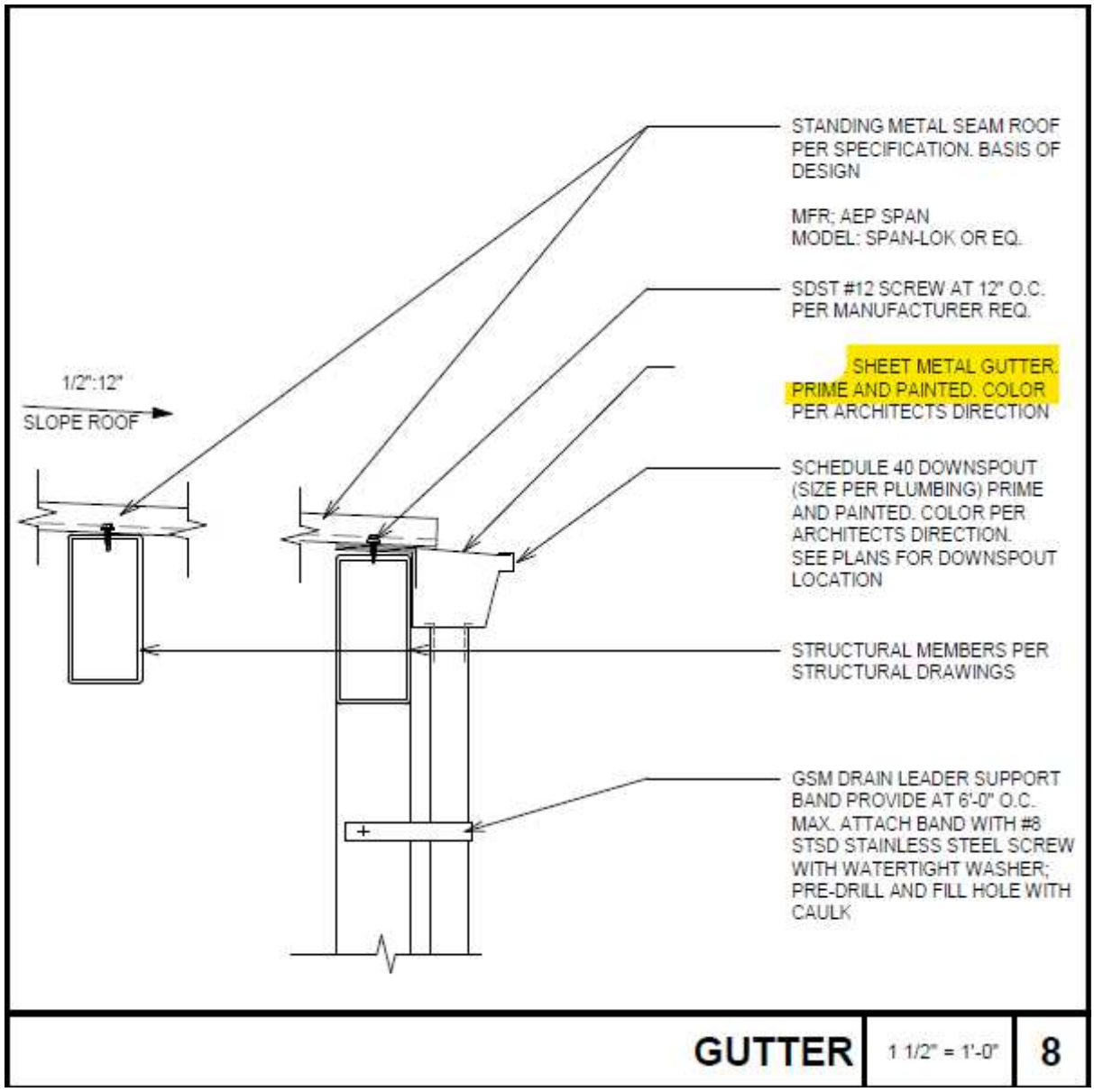
43-D100053-enNA-1119 CDP

3. Rain Gutters

Provide and install approx. 270’ of 22 ga standard color rain gutters.
Downspouts by others
All hardware color to match
All debris generated to be disposed of

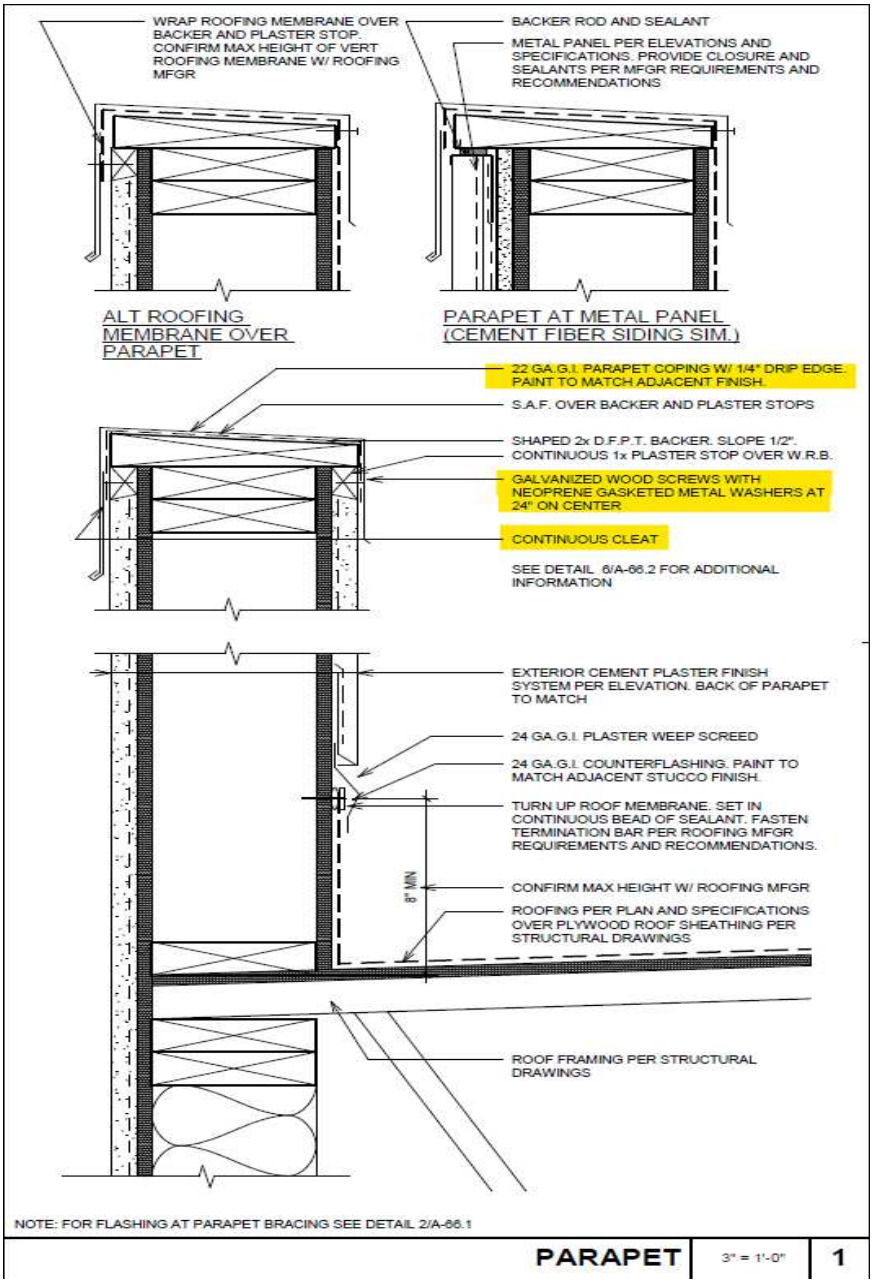
Contract Price Gutter only Building 1……$ 8,892.00
Contract Price Gutter only Building 2……$ 4,796.00
Contract Price Gutter only Trash Enclosure……$ 1,096.00



4. Wall Coping

Provide and install approx. 2,500’ of 22ga gsm coping.
(Coping installed per SMACNA standards,
if ANSI-SPRI or other rated system is required, Pricing will be adjusted)
Roofing and underlays by others

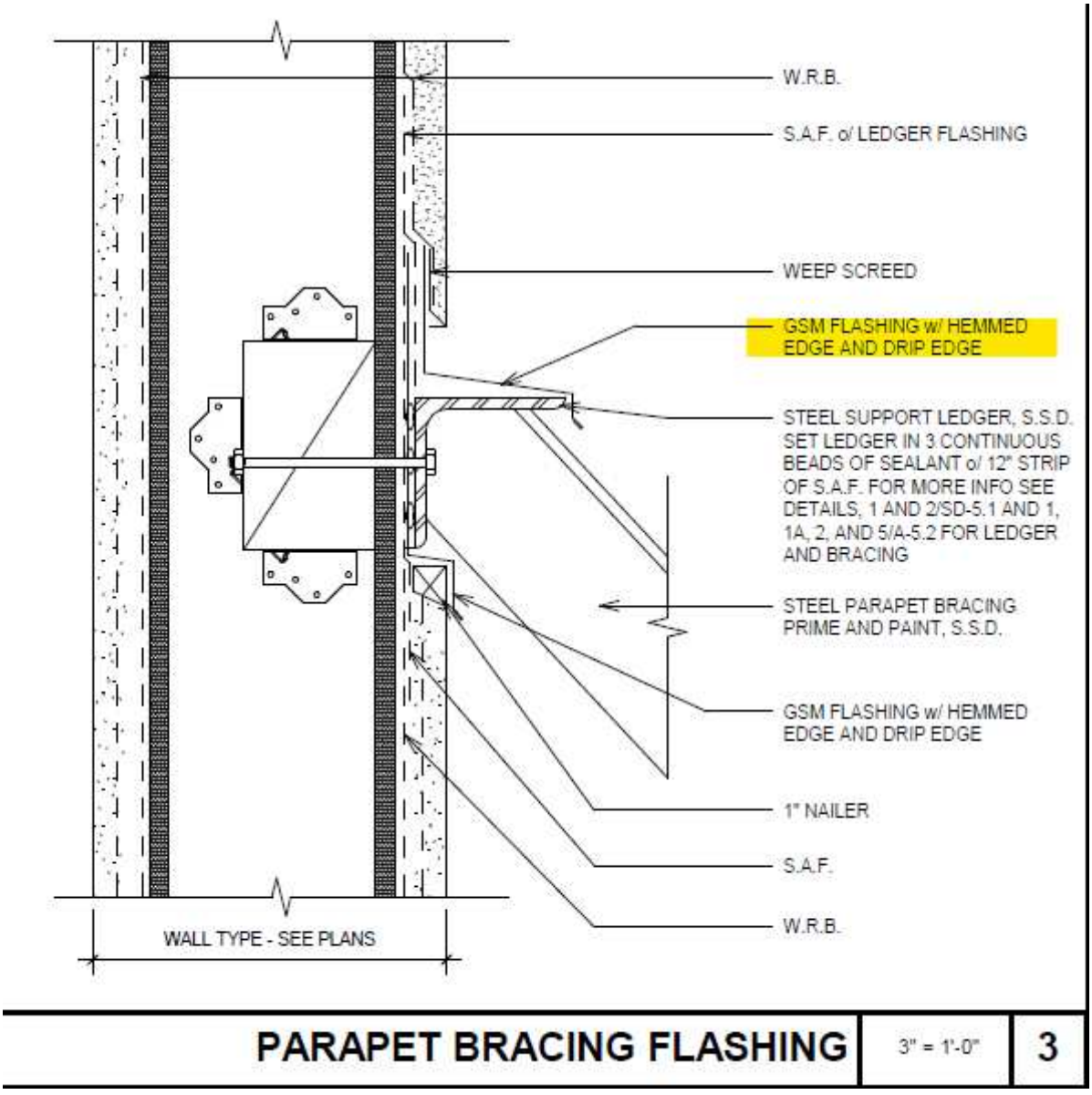
Contract Price Coping Building 1……$ 34,705.00
Contract Price Coping Building 2……$ 29,685.00
Contract Price Coping Building 3……$ 15,636.00



5. Parapet Bracing Flash

Provide and install approx. 1,850’ of 24 ga gsm.
Weeps, screed, SASM/ underlayment’s by others
All debris generated to be disposed of

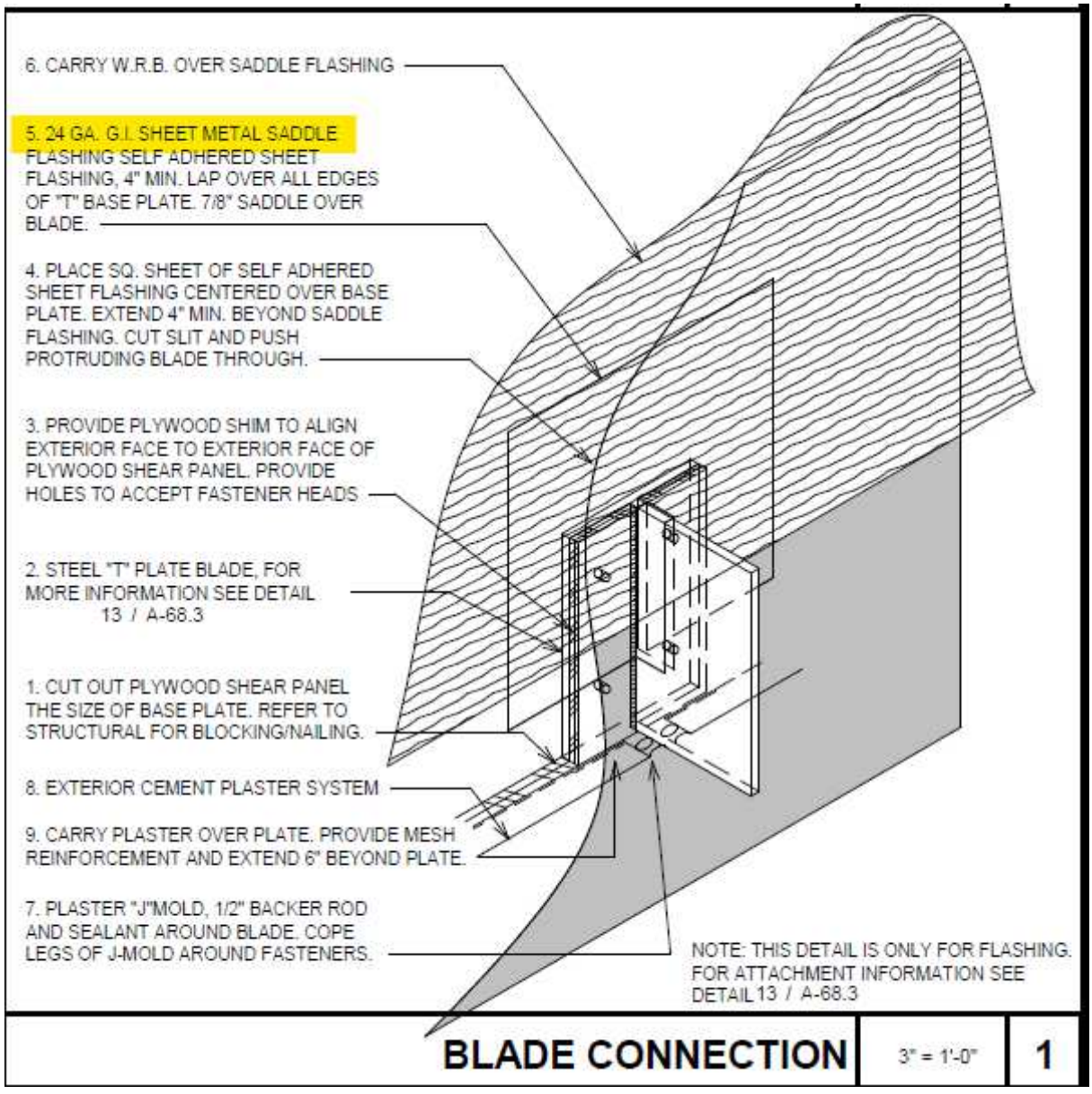
Contract Price Flash Building 1……$ 17,241.00
Contract Price Flash Building 2……$ 11,258.00
Contract Price Flash Building 3……$ 9,440.00



6. Blade Flash

Provide and install (102) 24 ga gsm saddles at blade connection typical.
Stucco weeps and screeds by others
SASM/ underlayment's by others
All debris generated to be disposed of

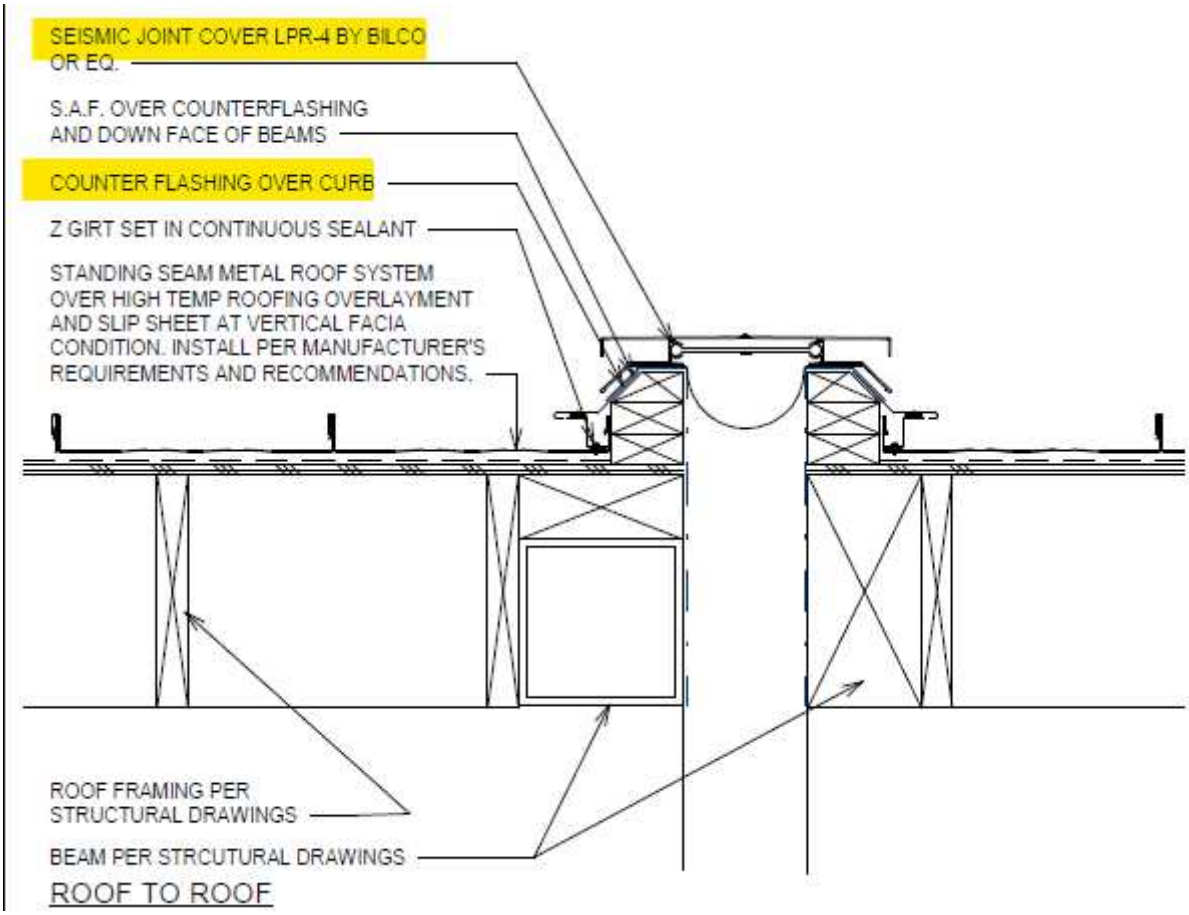
Contract Price Building 1……$ 5,434.00
Contract Price Building 2……$ 1,025.00
Contract Price Building 3……$ 2,264.00
Contract Price Guardrails……$ 4,163.00

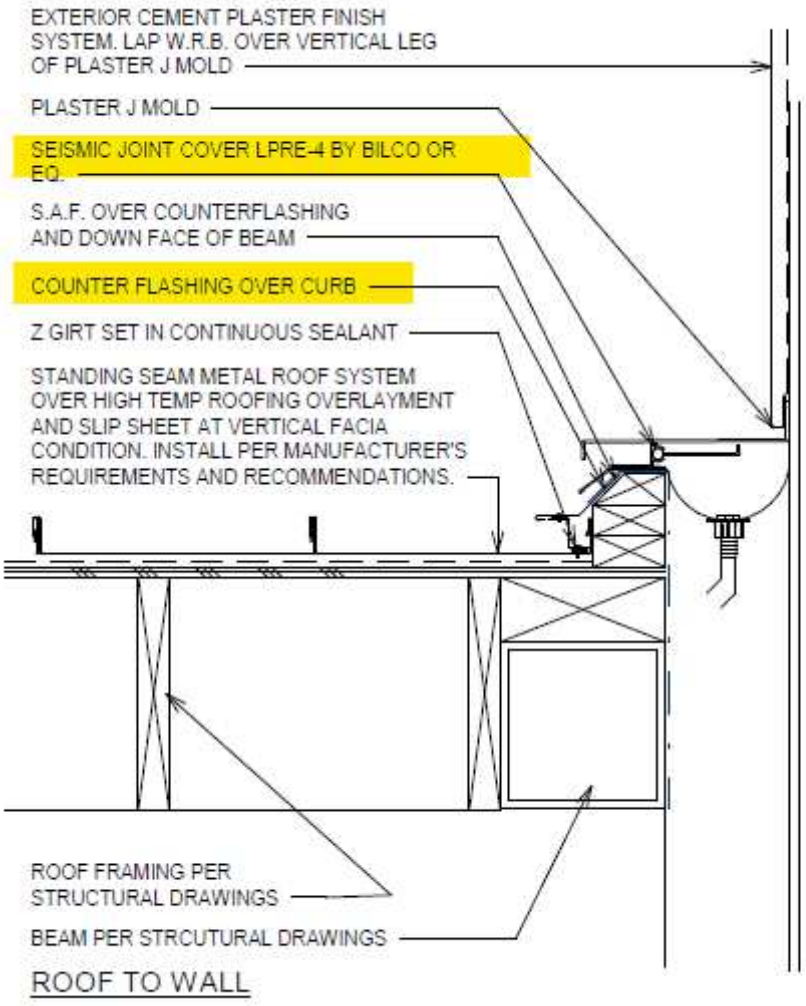


7. Expansion Joint install

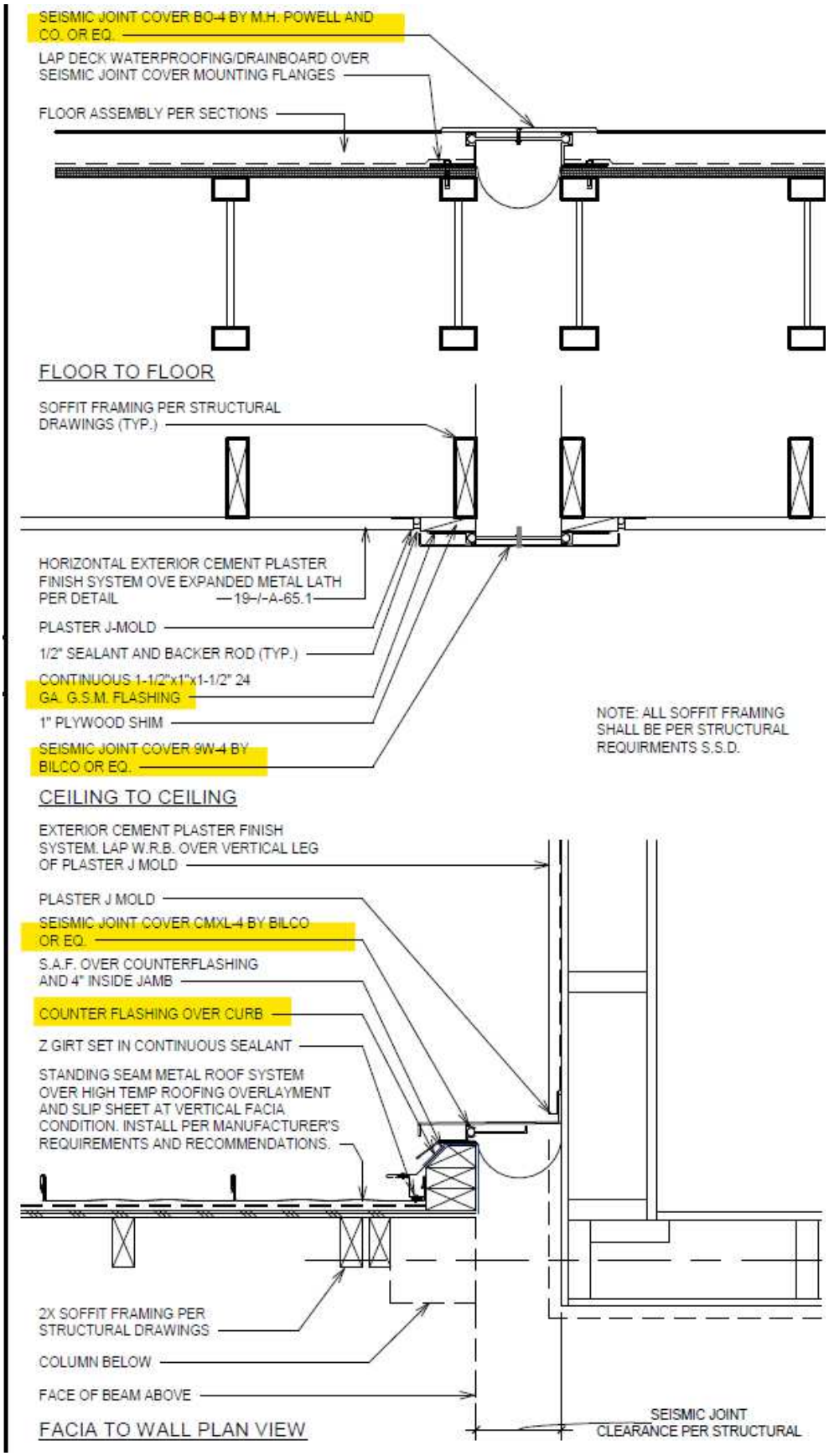
Provide and install Construction Specialties expansion products;
RFD-400
RFDW-400
AFW-400
AFWC-400
AFW-400
AFWC-400
BRJW-400V
BRJW-400
(SASM, underlayment's, stucco weeps, or screeds by others)

Contract Price …….$ 24,653.00




EXTERIOR CEMENT PLASTER FINISH SYSTEM. LAP W.R.B. OVER VERTICAL LEG OF PLASTER J MOLD
PLASTER J MOLD
SEISMIC JOINT COVER LPRE-4 BY BILCO OR EQ.
S.A.F. OVER COUNTERFLASHING AND DOWN FACE OF BEAM
COUNTER FLASHING OVER CURB
Z GIRT SET IN CONTINUOUS SEALANT
STANDING SEAM METAL ROOF SYSTEM OVER HIGH TEMP ROOFING OVERLAYMENT AND SLIP SHEET AT VERTICAL FACIA CONDITION. INSTALL PER MANUFACTURER'S REQUIREMENTS AND RECOMMENDATIONS.
ROOF FRAMING PER STRUCTURAL DRAWINGS
BEAM PER STRCUTURAL DRAWINGS

ROOF TO WALL


SEISMIC JOINT COVER BO-4 BY M.H. POWELL AND CO. OR EQ.
LAP DECK WATERPROOFING/DRAINBOARD OVER SEISMIC JOINT COVER MOUNTING FLANGES
FLOOR ASSEMBLY PER SECTIONS
FLOOR TO FLOOR
SOFFIT FRAMING PER STRUCTURAL DRAWINGS (TYP.)
HORIZONTAL EXTERIOR CEMENT PLASTER FINISH SYSTEM OVE EXPANDED METAL LATH PER DETAIL —19-/-A-65.1
PLASTER J-MOLD
1/2" SEALANT AND BACKER ROD (TYP.)
CONTINUOUS 1-1/2"x1"x1-1/2" 24 GA. G.S.M. FLASHING
1" PLYWOOD SHIM
SEISMIC JOINT COVER 9W-4 BY BILCO OR EQ.
NOTE: ALL SOFFIT FRAMING SHALL BE PER STRUCTURAL REQUIRMENTS S.S.D.
CEILING TO CEILING
EXTERIOR CEMENT PLASTER FINISH SYSTEM. LAP W.R.B. OVER VERTICAL LEG OF PLASTER J MOLD
PLASTER J MOLD
SEISMIC JOINT COVER CMXL-4 BY BILCO OR EQ.
S.A.F. OVER COUNTERFLASHING AND 4" INSIDE JAMB
COUNTER FLASHING OVER CURB
Z GIRT SET IN CONTINUOUS SEALANT
STANDING SEAM METAL ROOF SYSTEM OVER HIGH TEMP ROOFING OVERLAYMENT AND SLIP SHEET AT VERTICAL FACIA CONDITION. INSTALL PER MANUFACTURER'S REQUIREMENTS AND RECOMMENDATIONS.
2X SOFFIT FRAMING PER STRUCTURAL DRAWINGS
COLUMN BELOW
FACE OF BEAM ABOVE
SEISMIC JOINT CLEARANCE PER STRUCTURAL
FACIA TO WALL PLAN VIEW

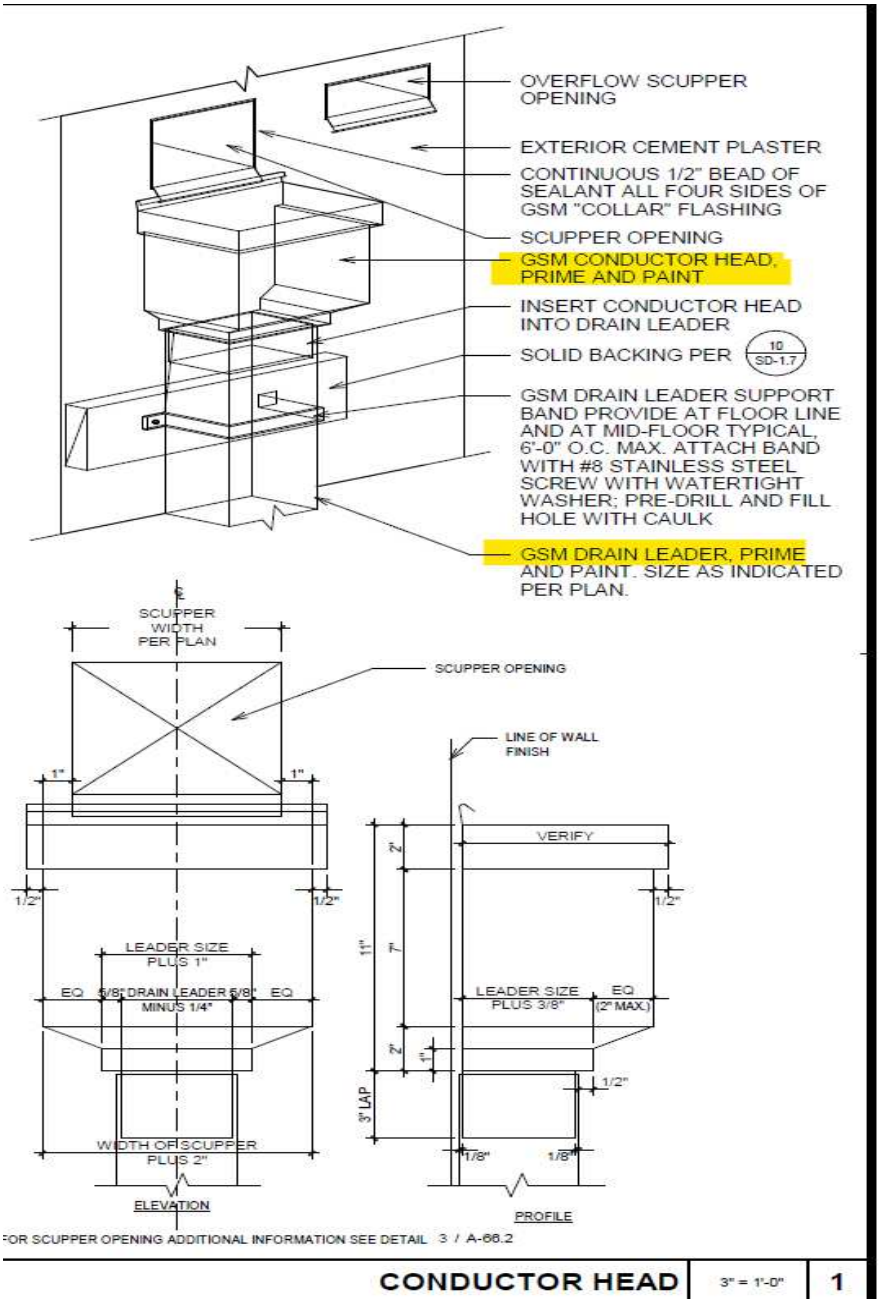
8. Leader head/ downspout installs typical

Provide and install (10) 24 ga gsm conductor heads

Provide and install approx. 300’ of 24 ga 3” rd. downspouts with splash blocks

(Tpo scuppers, SASM, underlayment’s, stucco weeps, or screeds by others)

Contract Price ……$ 11,220.00

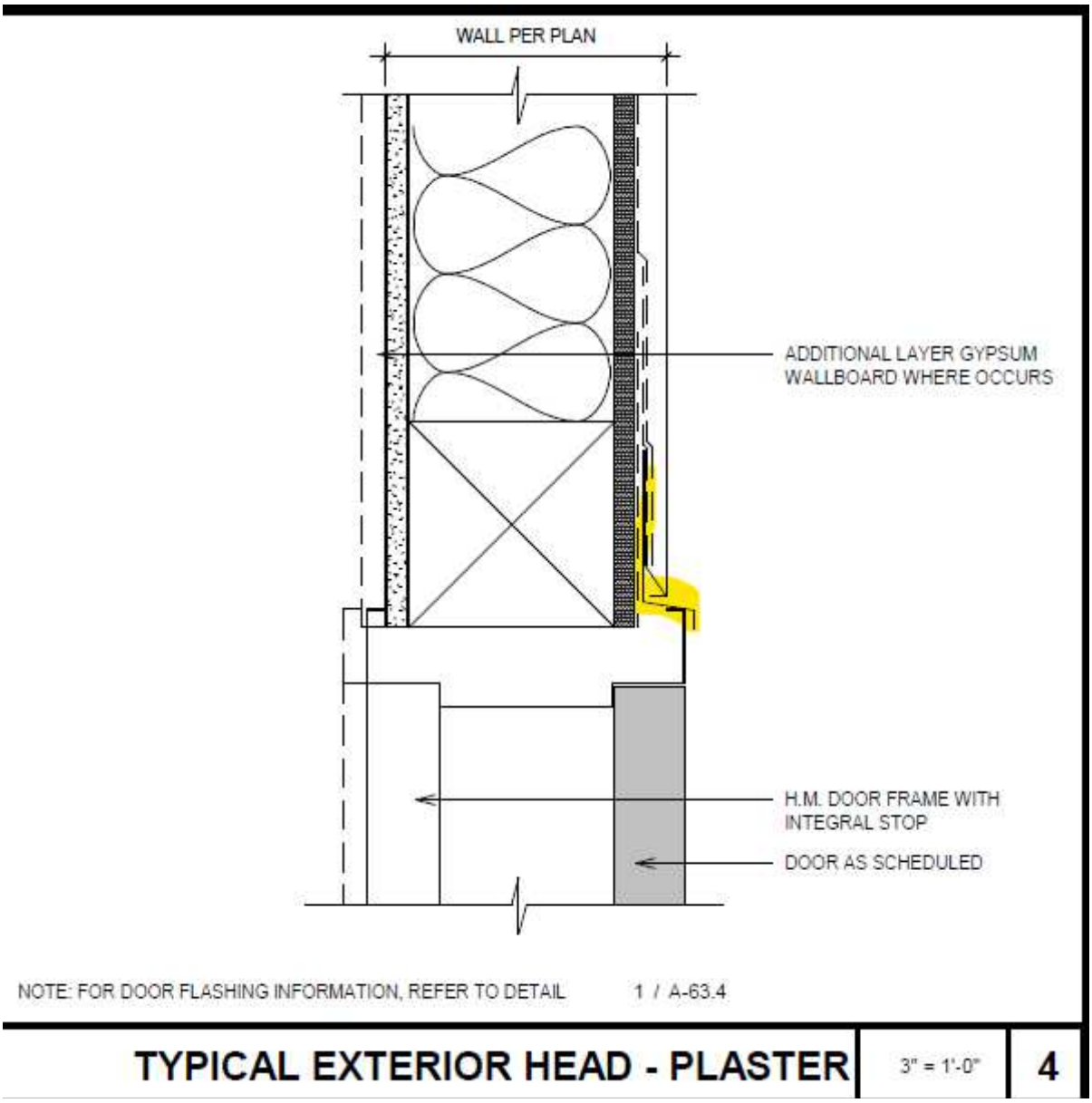


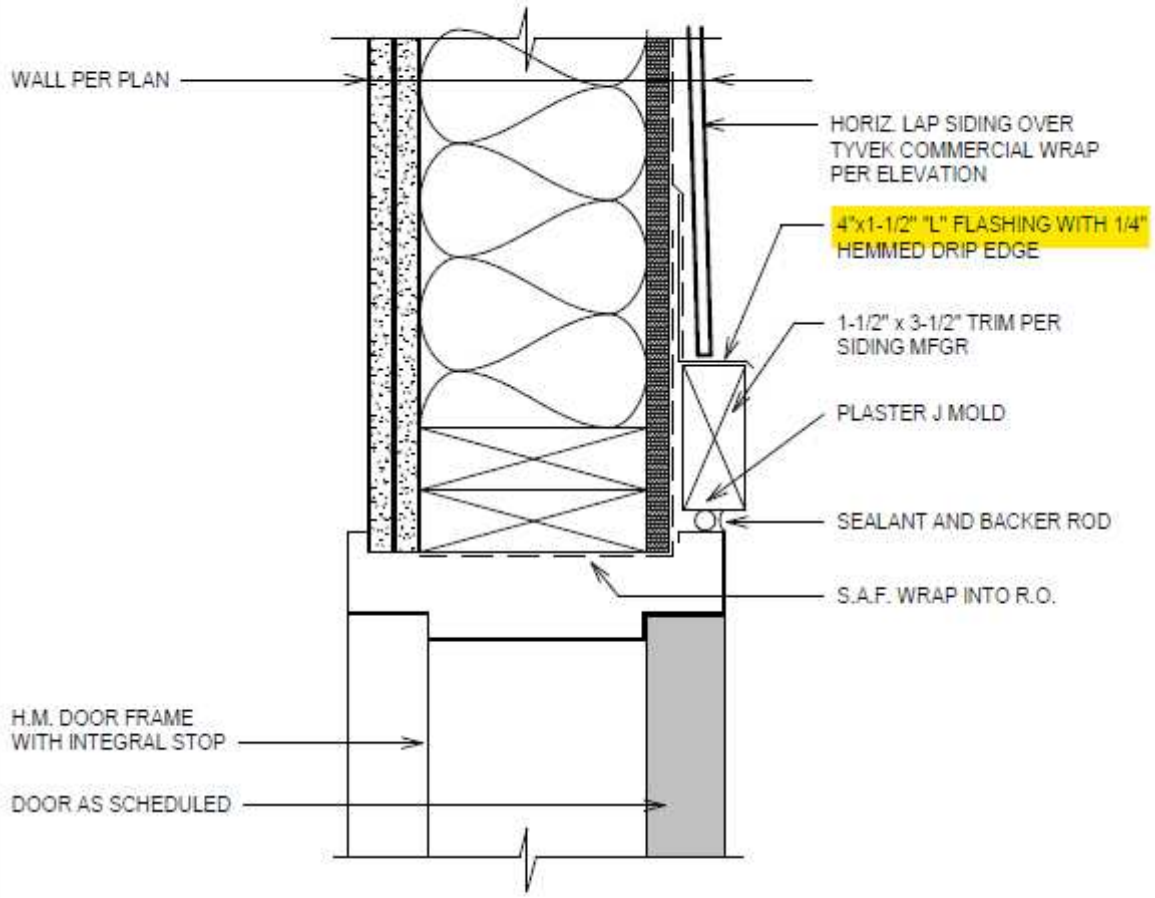
9. Door Head Typical

Provide and install approx. 230’ of 24 ga bonderized door head flash.

(SASM, underlayment’s, Stucco weeps, or screeds by others)

Contract Price Door Heads Build 1……$ 4,812.00
Contract Price Door Heads Build 2……$ 1,333.00
Contract Price Door Heads Build 3……$ 1,172.00





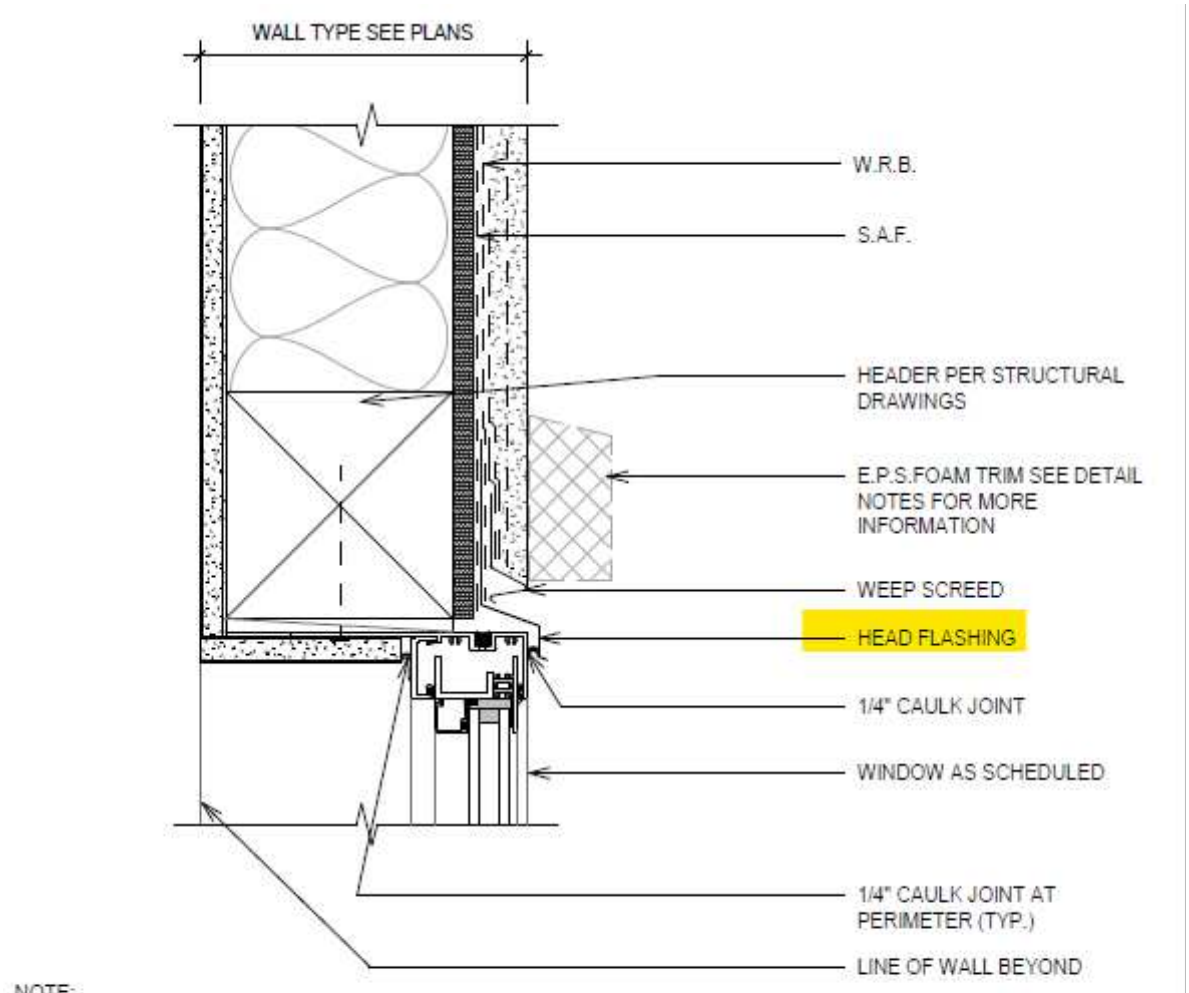
NOTE: FOR DOOR FLASHING INFORMATION, REFER TO DETAIL 1 / A-63.4

EXTERIOR HEAD - SIDING | 3" = 1'-0" | **11**

10. Window Head/Sill Typical

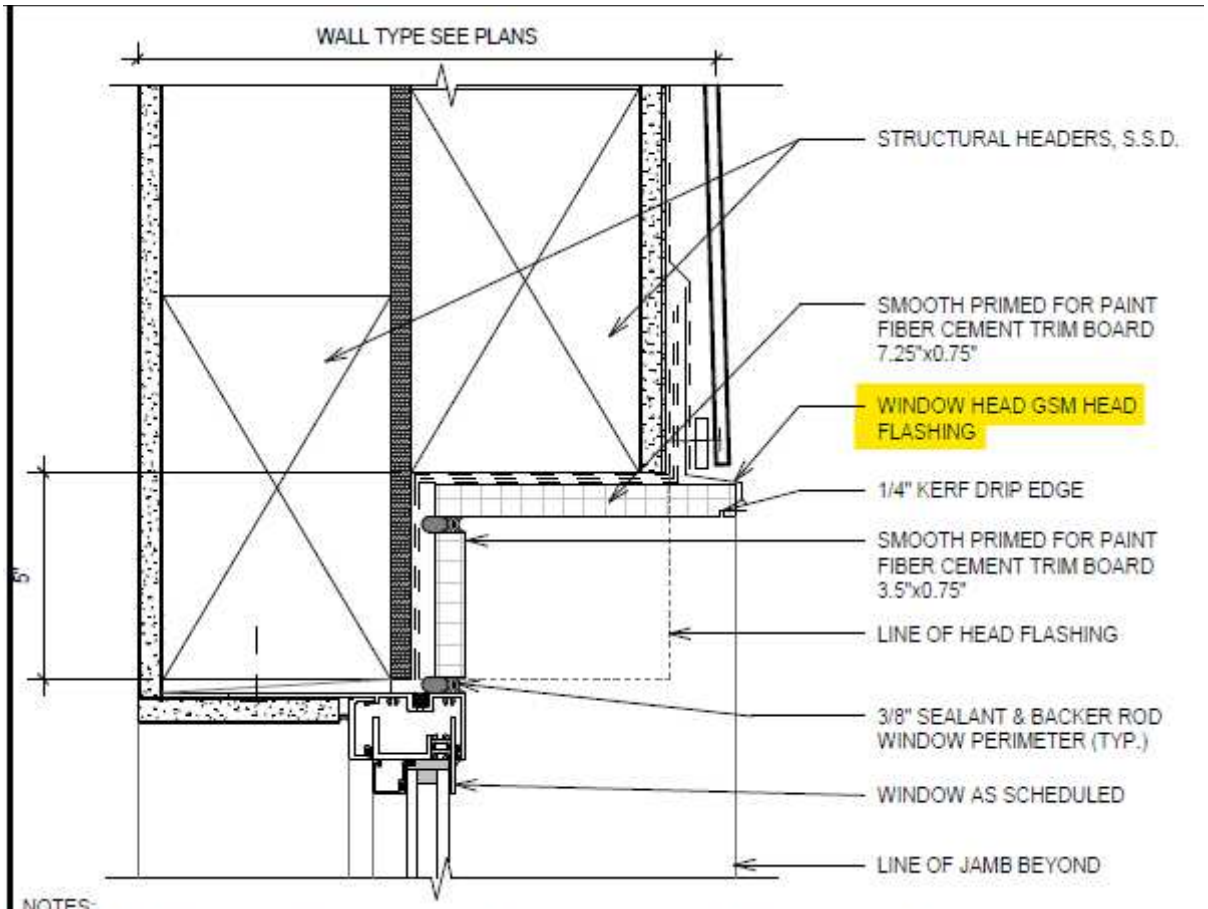
Provide and install approx. 485’ of 24 ga bonderized window head flash.
Provide and install approx. 40’ of 24 ga bonderized window sill flash.
(SASM, underlayment’s, Stucco weeps, or screeds by others)

Contract Price Window Heads Build 1…….$ 9,972.00
Contract Price Window Heads/sills Build 2…….$ 2,557.00
Contract Price Window Heads/sills Build 3…….$ 1,118.00



NOTE:
- FLUSH WINDOW FLASHING CONDITIONS SEE DETAIL 5 / A-63.4
- AT E.P.S. FOAM TRIM INSTALLATION INSTALL TRIM PER DETAIL 13 / A-63.4
- FOR ADDITIONAL INFORMATION SEE DETAIL 1 / A-64.2

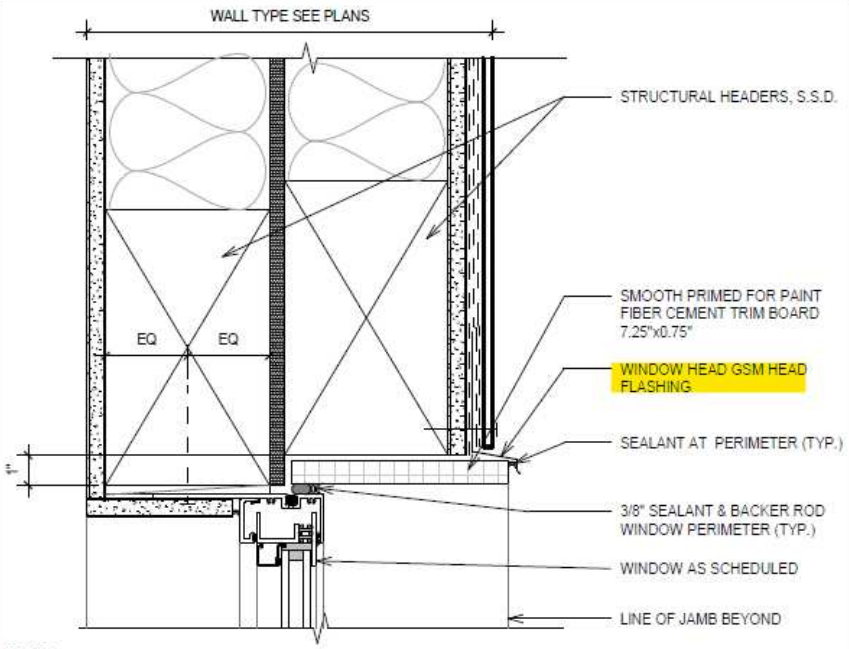
FLUSH WINDOW HEAD AT EXT. PLASTER	3" = 1'-0"	3



NOTES:

- FURRING WALL ATTACHMENT TO STRUCTURAL WALL, SEE STRUCTURAL DETAIL 16/SD-4.3
- SEE DETAIL 5/A-63.5 FOR RECESSED WINDOW FLASHING SEQUENCE.
- SEE DETAIL #1 ON THIS SHEET FOR TYPICAL NOTES AND DIMENSIONS, SIMILAR CONDITIONS AND ADDITIONAL INFORMATION
- FIBER CEMENT TRIM BOARD NAILING SHALL BE A 6d 0.092" SHANK x .0219" x 2.0" LONG GALV. AT 16" O.C. PER MFR. REQ.
- CONTRACTOR SHALL PREPARE AND PRIME NAILS HEADS FOR PAINTING

RECESSED WINDOW HEAD AT LAP SIDING	3" = 1'-0"	11



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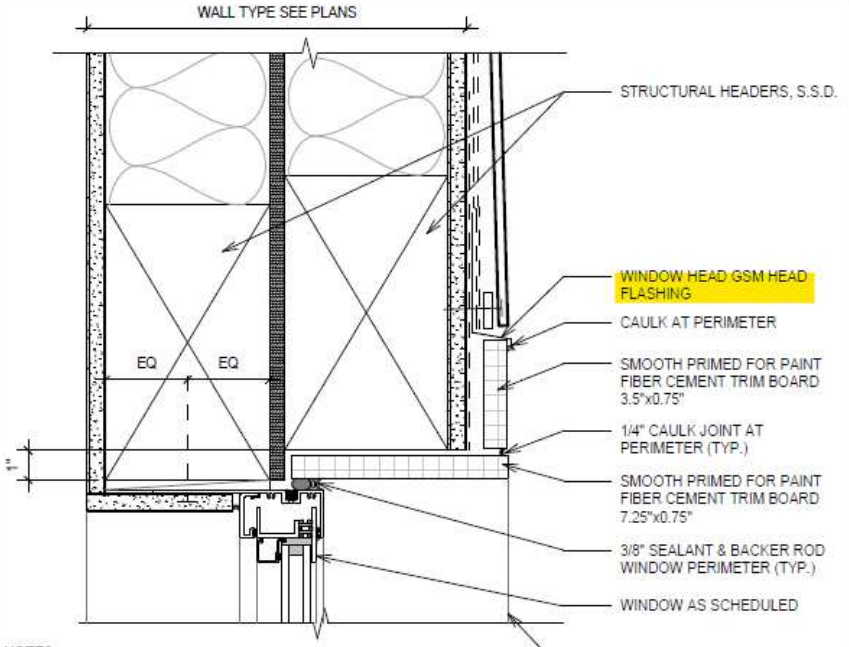
- CONTRACTOR SHALL PREPARE AND PRIME NAILS HEADS FOR PAINTING

RECESSED WINDOW HEAD AT VERT. SIDING | 3" = 1'-0" | **20**



NOTES:
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- SEE DETAIL 5/A-63.5 FOR RECESSED WINDOW FLASHING SEQUENCE.
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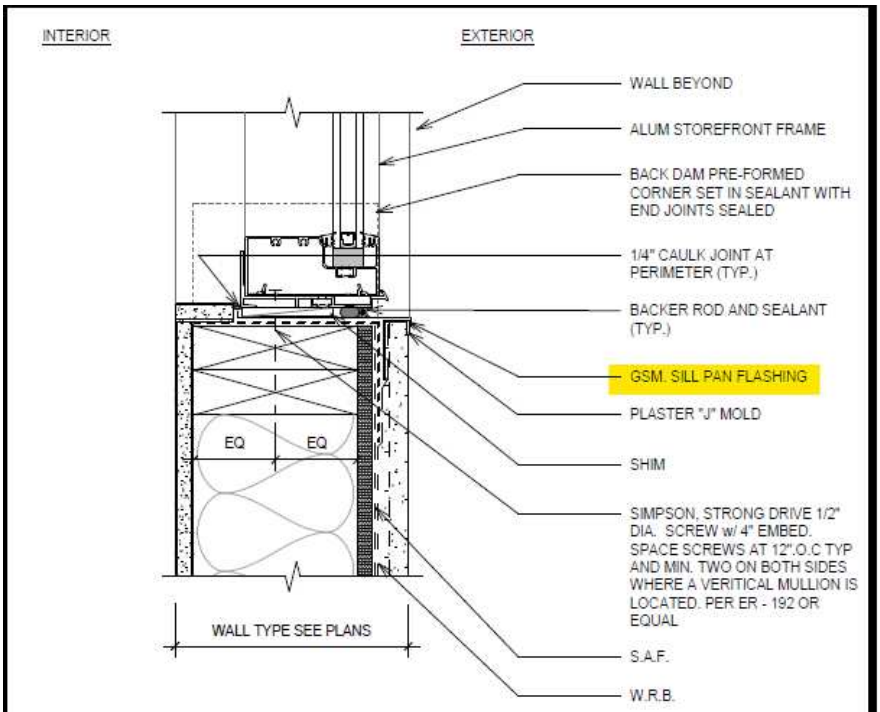
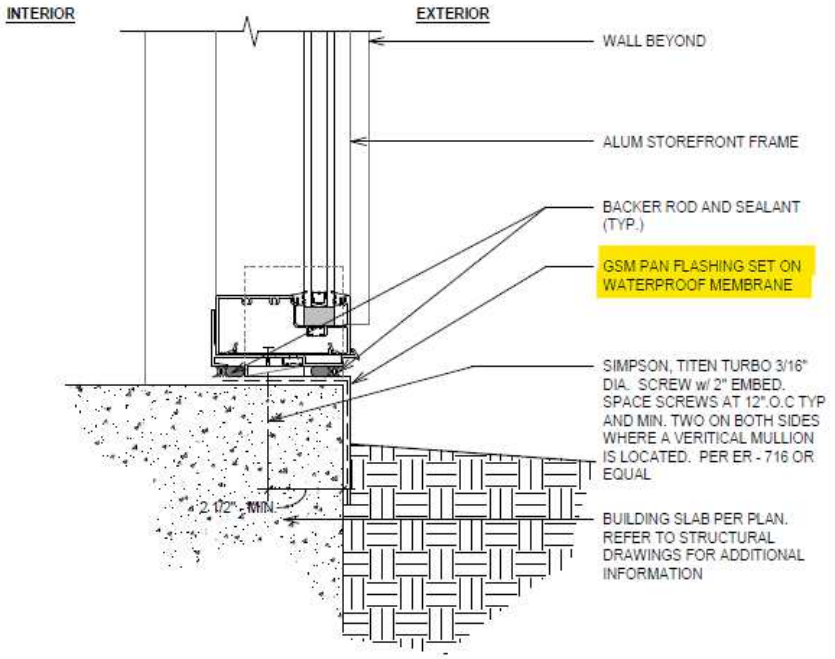
- CONTRACTOR SHALL PREPARE AND PRIME NAILS HEADS FOR PAINTING

RECESSED WINDOW HEAD AT LAP SIDING 2 | 3" = 1'-0" | **19**



NOTE:
- FLUSH WINDOW FLASHING CONDITIONS SEE DETAIL 5 / A-63.4

AL.SF. SILL AT WALL | 3" = 1'-0" | **2**



AL.SF. SILL AT CONC SLAB | 3" = 1'-0" | **1**

Exclusions;

1. **Priming.**
2. **Painting.**
3. **Framing.**
4. **Caulking or backer rods.**
5. **Stucco weeps or screeds.**
6. **Break shape aluminums.**
7. **HVAC flashing or equipment.**
8. **Any interior work.**
9. **TPO metals or scuppers.**
10. **Awning/ louver frames or panels**
11. **Demo of any existing materials.**
12. **Deck/ corridor flashings or traffic coatings.**
13. **MEP flashings or equipment.**
14. **Any work or materials not listed in scope.**

***Please initial all options, sign and date bottom and email to gbtsheetmetal@gmail.com**

Entire Contract Price shall be due upon completion of the Work unless checked below.

All Invoices paid with credit card will be charged additional 3.8%

CLEAN UP: **Upon completion of the work, the CONTRACTOR will remove debris and surplus material from the OWNER's property and leave it in a neat, broom clean condition.**

Warranty: All of the labor shall be completed in a reasonable and workman like manner according to the standard practices of the industry. CONTRACTOR warrants his labor to be free from defects for **3** years from the date of substantial completion. This warranty shall not cover damage or leakage caused by alterations to the products installed after substantial completion, such as removal, lack of downspouts, and heavy debris.

APPROXIMATE START DATE AND APPROXIMATE COMPLETION DATE. Within 60 days after execution of this Contract, OWNER shall have the job site ready for commencement of construction and shall thereupon give CONTRACTOR written notice to commence work. CONTRACTOR shall commence work within 60 days after receipt of such notice. Substantial commencement of the Work shall occur on the first day that CONTRACTOR furnishes construction labor, services and materials following receipt of OWNER's written notification to

commence the Work. The Work shall be completed by the following approximate completion date: 30 days from start date. With 3 years of workmanship warranty.

WORKERS' COMPENSATION INSURANCE: THE CONTRACTOR carries workers' compensation insurance for all employees.

****

Notice of the Three-Day Right to Cancel

You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight on the third business day after you receive a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the Contract and this Notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this Contract or sale. Or you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for the performance of all obligations under the contract.

To cancel this transaction, make or deliver a signed and dated copy of this Notice of Cancellation, or any other written notice, or send a telegram to GBT Sheet Metal., whose address is P. O. Box 6877, Santa Barbara, CA 93160 no later than midnight of_____. (Please write on a date 3 days after signing date and initial)

****

DATED THIS _____day of _____, 2025.

OWNER

CONTRACTOR/AUTHORIZED AGENT

_____

GBT Sheet Metal

(OWNER SIGN HERE)

_____ By:

_____

(If more than one Owner, Second Owner Sign Here) Contractor's State License No. 976310

Owner's phone numbers:

This proposal is void if not accepted within ten working days of the date listed above.

Certificates of Insurance Provided Upon Request

BEST CONTRACTING PROPOSAL

Proposal For:		**Proposal No:**	25-45020
Company:		**Phone:**	
Email Address:		**Cell:**	
Project:	**Freemont Middle School**	**Date:**	***10/30/2025***
Project Address:	1130 N M Street Oxnard Ca 93030		

Pursuant to your request we are providing the following for your consideration. If you have any questions, you may call Bryan's cell phone at 310-415-7933 or contact via E-mail at bbitterman@bestcontracting.com

SCOPE OF WORK:

Furnish and install sheet metal scope below and similar details per plans and specs.

- Furnish and install general sheet metal flashings
  - Copings and cleats
  - Reglet and counterflashing
  - Base and skirt flashings
  - Window and door flashings
  - Pad covers
  - Expansion joints
  - Three (3) roof hatches
  - Two (2) smoke hatches

- Furnish and install approx. 6700 sqft of Fiber Cement panels
  - Including underlayment
- Furnish and install approx. 6800 sqft of Corrugated wall panels
  - Including underlayment
- Furnish and install approx. 5700 sqft of Standing seam roofing
  - Including underlayment

PRICE: …….. $1,748,048.00

EXCLUSIONS:

- ☑ Roof access ladders
- ☑ Substrate, Roof Deck Repairs/Replacement.
- ☑ Roof Accessories, Prefab Curbs, Skylights, Vents.
- ☑ Vapor Barrier.
- ☑ All Clad Metal
- ☑ All Carpentry – Plywood Sheathing, Wood Blocking, Wood Nailer, etc.
- ☑ HVAC, Mechanical or Related Duct Work, Electrical and Plumbing (including drains).
- ☑ Protection of completed work from damage by other trades or construction traffic
- ☑ Permits, Inspection, Testing and Consultant costs and fees.
- ☑ **All other work not specifically stated under Scope of Work above**

The General Terms and Conditions attached hereto are expressly incorporated into this Proposal and will form the contract between the parties.

This Proposal is valid for 30 days from the date of the Proposal.

We appreciate the opportunity to submit you a bid. Should you have any questions, please don't hesitate to contact me at (310 415-7933)

Respectfully Submitted,

Bryan Bitterman

Bryan Bitterman
BEST Contracting Services, Inc.
License #456263
DIR# 1000000563

Proposal No.: XX-XXXXX

GENERAL TERMS & CONDITIONS

Acceptance of this proposal by General Contractor ("Contractor") shall constitute acceptance of all terms and conditions recited herein and shall supersede any conflicting term in any other past or future Contractor or Project document. Contractor's agreement herewith shall be evidenced by Contractor listing BEST Contracting Services, Inc. ("BEST") in its bid documents or by permitting BEST to commence work for the Project:

1. BEST shall be paid monthly progress payments on or before the 15th of each month for the value of work completed plus the amount of materials and equipment suitably stored on or off site. Final payment shall be due 30 days after the work described in the Proposal is substantially completed. BEST shall have the right to stop work if any payment is not timely made and BEST may keep the job idle until all payments due are received; in no such event shall BEST be liable for damages arising from delay in completion.
2. All sums not paid when due shall bear interest at the rate of 1 ½ % per month.
3. No back-charges by, or claim of, the Contractor for services performed by others shall be valid against BEST unless agreed to in writing by BEST before the work is performed.
4. Contractor is to prepare all work areas so as to be acceptable for BEST's work. BEST will not be called upon to start work until sufficient areas are ready to insure a continuous work sequence, which is what the Proposal price is based upon. There will be a charge of: $3,500 for each break in the continuous sequence of work due to Owner or Contractor's action(s) or direction. The Contractor shall furnish all temporary site facilities, including suitable storage space, temporary electrical, toilets and water, and security at no cost to BEST.
5. BEST shall be given reasonable time in which to make delivery of materials and/or labor to commence and complete its work. BEST shall not be responsible for delays or defaults where occasioned by causes of any kind and extent beyond its control, including but not limited to: delays caused by the Owner, Contractor, architect and/or engineers, delays in transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and acts of God. BEST shall be entitled to an equitable adjustment in the subcontract amount for additional costs due to unanticipated Project delays or accelerations caused by others whose acts are not BEST's responsibility, as well as to time extensions for unavoidable delays. No liquidated damages may be assessed against BEST for more than the amount actually paid by the Contractor for unexcused delays to the extent actually solely caused and agreed to by BEST. Under no circumstances shall BEST be liable for consequential or indirect damages of any type, or damages for delay in completion of the Project.
6. BEST's work is guaranteed for a period of one year from the date of substantial completion or beneficial use, whichever is earlier. The exclusive remedy shall be that BEST, shall replace or repair any part of its work, which is found to be defective. BEST shall not be responsible for damage or defect caused by third parties, follow-on contractors, abuse, modifications, improper or insufficient maintenance, improper operation or normal wear, tear and usage.
7. Work called for herein is to be performed during BEST's regular working hours. All work performed outside of such hours shall be the basis for a change order, charged at BEST's prevailing overtime rates. The mark-up for profit and overhead for all change orders shall be at least twenty-five percent.
8. BEST will indemnify and hold harmless the Contractor from damages only to the extent such damages are caused by the sole negligent act or omission of BEST.
9. In the event of a price increase of material, supplies, equipment, or energy greater than five percent occurring between the date of this Proposal and the first day of performance of the specific work affected by the price increase, through no fault of BEST, the amount owed to BEST shall be equitably adjusted by change order(s) to reflect those price increase(s). BEST shall be entitled to such escalation costs regardless of Contractor being able to pass those costs through to the Owner.
10. BEST shall not be held responsible if the design or structure of the roof deck being roofed does not conform to the requirements of the UBC or other code requirements, with resulting standing or ponding water.
11. Should BEST be required to raise pipes, conduit, air conditioning units, duct work or other roof mounted equipment (collectively "roof top items") to roof under them, BEST will endeavor to handle these items with care, however, BEST will not accept any liability for damage to any these roof top items which are handled during normal roofing activity.
12. Contractor shall be responsible to compensate BEST for any increase made in the state or local sales tax rate that was not in effect at the time of bid and not reflected in the bid documents.
13. Due to the recent volatility in material prices, the price(s) stated in this proposal is/are valid only for contracts accepted and executed within 30 days of the date of this proposal.
14. NOTE that some of the materials and products specified to be used and installed in the construction of this project are, or may later become, unavailable, significantly delayed in shipment and/or subject to price increases due to circumstances beyond our control, including the current national and industry-wide materials shortage crisis, as well as the COVID-19 pandemic. With respect to material delivery, we can make no guarantees as to whether material lead times and delivery will accommodate the Project Schedule. Note that the actual lead time and delivery dates can only be provided by and confirmed by the material manufacturer. If a specified product is unavailable or shipment is or will be delayed, we will provide notice to you and shall be afforded a time extension on the project schedule, and substitute products, if available, may be considered.
15. If there is an increase in the actual cost of the labor or materials charged to us in excess of 5% subsequent to making this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to us. We will submit written documentation of the increased charges to you upon request. As an additional remedy, if the actual cost of any line item increases more than 10% subsequent to the making of this Agreement, we, at our sole discretion, may terminate the contract for convenience, without consequence.

END OF DOCUMENT

Joint Sealants

26-23: Fremont Middle School Reconstruction

Prepared by Viola Inc. - Ventura, CA 93003, United States of America

Bid Package Lead: Viola Estimating (estimating@violainc.com)

Project Location: 1130 North M Street, Oxnard, CA 93030, United States of America

079000: Joint Sealants

M&T Concrete

Base Bid

$125,840

	Unit	Qty	Unit Cost	Total Cost
LINE ITEMS				
Joint Sealants				$125,840
INCLUSIONS				**$0**
Exterior door and window sills, door jambs and thresholds			YES	
Backer rod and caulk and materials/fixtures surface transitions			YES	
Sealants at exterior building shell MEP penetrations			YES	
Deck to stair transitions			YES	
Concrete to wood framing control joints			YES	
Assemblies caulk per plans.			YES	
Base Bid Total				**$125,840**

SCOPE-SPECIFIC CLARIFICATIONS

Provide all required labor, material, equipment, tools, transportation, taxes, insurance and services necessary to perform all Joint Sealants and associated work in accordance with the Contract Documents.

Provide competent supervision continuously to perform all work described in Scope of Work as directed by the Project Superintendent in accordance with the Construction Schedule and all subsequent revisions, including but not limited to the following:

Prior to commencement of any work, carefully examine all surfaces intended to receive sealant for any condition that may prevent a near perfect final appearance or leak proof joint. Identify any such condition by written notification to the Project Superintendent who shall arrange for correction of said condition or sign a Notice of Non-Responsibility for near perfect final appearance or leak proof condition in those specific areas only. In absence of any notification to the Project Superintendent of any condition which may prevent a near perfect final appearance or leak proof joint, commencement of any work by the Subcontractor shall signify its acceptance of all substrates and/or joints as

GENERAL ACKNOWLEDGMENTS				
Acknowledge all Addenda			YES	
Acknowledge Prevailaing Wage rates			YES	

Acknowledge Skilled & Trained Laborforce requirements		YES
Acknowledge PLA requirements		YES
Acknowlege all Special Provisions/Exhibits: Subcontract, Insurance, Prequalification		YES
Completed and Submited Qualifications Form (Exhibit A)		YES
BOND INFORMATION		
What is your bond rate?		1.00%
CERTIFICATIONS		
California State License number	179501	
Address on proposal		YES
DIR number	100009424	
"Off-Road Diesel-Fuel vehicles" will be used and SUBCONTRACTOR'S CARB compliance certification is attached to proposal		NO
DISCLAIMERS AND CLARIFICATIONS		
Subcontractor shall provide all labor, material, equipment, tools, transportation, taxes, insurance and services necessary to perform associated work in accordance with the Contract Documents.		
Viola Inc. is an Equal Opportunity Employer and encourages all DVBE/SBE/DBE/MBE/WBE subcontractors to submit a proposal for this project. At the option of Viola Inc., 100% bonding of any/all subcontractors may be required. Subcontractor proposals shall not limit their obligations nor diminish the requirements for this work which shall be completed in its entirety per Plans, Specifications, and all Addenda without exception. An unmodified 2025 AGCC-03 long form Subcontract will be used. Additional insured endorsement is required from all subcontractors pursuant ISO Form CG 2010 1185 or equal, no exceptions.		
Skilled & Trained Workforce Requirements: Subcontractors shall comply with Education Code 17407.5 and Public Contract Code section 2600-2602, that requires subcontractors at every tier will use skilled and trained workforce to perform all the work on this project or contract that falls within an apprenticeable occupation in the building and construction trades. Compliance reports may be required with monthly progress billing.		
This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.		
Pursuant to Public Contract Code section 20111.6 and Education Code 17406, only prequalified bidders will be eligible to submit a bid for contracts $1 million or more using or planning to use state bond funds. Any subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-42, C-43 or C-46 licenses who have not been prequalified, will not be listed. It must be submitted to the District at least 10 business days before the bid date and approved least 5 business days before the bid date.		

This project will be on an active school campus. All onsite personnel must comply with California Education Codes 45125.1, 45122.1, and 45125.2. All Subcontractors under the Contractor shall comply with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.	
Bidder must be able to meet insurance requirements and required limits outlined in the Insurance Exhibit and Prime Contract.	
This Project is subject to a Project Labor Agreement. The successful bidder and all subcontractors will be required to be bound by the Project Labor Agreement	
The District will not be a party to any subcontracts.	
Subcontractor pricing good for 90 days	
Summary	

Storefronts

Santa Barbara Glass Company

805-962-7648 Lic # 245557 DIR #1000004360

BUDGET BID PROPOSAL

Freemont Middle School

Oxnard, CA

Questions call or email Ed 805-896-3962 (ed@sbglassmen.com)
10-29-25

Santa Barbara Glass Company hereby proposes to furnish and install the following materials as qualified below per Architectural Plans dated 1-17-25 Bldg 1, 9-30-15 Bldgs 2 & 3. and specs dated 7-22-24. Addenda 01 Noted, RFI's 1thru 11 noted.

Specification Sections – 084100 Entrances & Storefronts
085113 Aluminum Windows (Spec section missing from book)
088000 Glazing
081118 Fire Rated Glass & Framing System (Excluded None Found)

Qualifications: NOTE: The Window Schedules on all Buildings appears to be incorrect. Building 1 Calls for all windows to carry a 3/4" Hour Fire Rating with Laminated Glass. This would be highly unlikely a requirement for this project therefore it is excluded. Generally speaking our bid includes Arcadia 2 ½" T200 Thermal Windows for Common Exterior Windows all Buildings with 1" Insulated Solarban 70XL Low E Glass on Azuria Tempered exterior Lite, ½" Air, ¼" Clear Tempered Interior Lite. The Storefronts are as called out on window schedules with the exceptions of any laminated glass. The Bullet Resistant Storefront and glass remains as called out and shown. The Storefronts are NOT Design Build as called out 084100 1.3A & 1.4D. They are as specified with Stamped Structural Calculations to go along with them.

1. Bidding 2 ½" deep Aluminum Windows Thermally Broken Fixed True Divided Lite. Arcadia T200 Thermally Broken or Equal.
2. Bidding Arcadia Entrances & Storefronts as shown. Arcadia 451T 2" x 4 1'2" Thermally Broken where shown, Arcadia 601T Series where shown, Arcadia T500BTX Bullet Resistant at Lobby Storefront Types B & C at Admin Building. Doors to be Medium Stile Non Thermal 1 ¾" thick. Door Hardware is NOT included (spec section 087100 does not have any hardware groups). We allowed a total of (7) Doors.
3. Finish on Aluminum Entrances, Storefronts, & Windows to be Class I Clear Anodized Finnish. (Finish is in question as various finishes are specified.)
4. Glass to be 1" Insulated Solarban 70XL Low E on Azuria Tempered, ½" Black Spacer, ¼" Clear Tempered or equal.
5. Door Lites in Doors/sidelites by Others is included, Fire Rated as shown.
6. We assume we will have access/use of the scaffolding for installation purposes.
7. Lifts or hoists to load the building are included.
8. Sealant related to our work is included.
9. All window flashings, break metals are excluded (by Flashing & Sheet metal subs)
10. Shop Drawings and Product Data submittals are included.

Total Installed Tax Included – Building 1 = $808,374.00
Total Installed Tax Included – Building 2 MPR = $100,762.00
Total Installed Tax Included – Building 3 Admin = $288,922.00
Prevailing Wage Rates / Skilled Trained Workforce Acknowledged

Exclusions:

1. Cleaning and protection of installed material as listed in ALL spec sections.
2. Replacement of installed Materials Damaged or Broken by Others.
3. Overtime work of any type or kind.
4. Liquidated Damages of any type or kind.
5. Insurance requirements/amounts beyond our current coverage. Professional Liability Insurance.
6. Bonding or Personal Guarantees.
7. Mockups.
8. Section 07600 Flashing & Sheet Metal.
9. Section 081120 Interior Aluminum Frames.

10. Section 087100 Door Hardware. Final Door Cylinders & Keying. Electrical Hook ups of any electrified door hardware. RFI 09 Hardware allowance is excluded.
11. Section 081110 Hollow Metal Doors & Frames
12. Section 088300 Frameless Mirrors (None Found)
13. Section 081118 Fire Rated Glass & Framing System (None Found)
14. Water proofing membranes and flexible flashings.
15. Flush Window Flashings detail 5/A-63.4, SS Pan Flashing 17/A.64.2, 24 Ga Sheet Mtl Flashing 20/A.64.2, All Flashings A.64.2
16. Design Build criteria for Storefront 084100 1.3A & 1.4D.
17. Finish on Aluminum Windows & Storefronts other than Clear Anodized Class 1.

Terms of this bid proposal: Per negotiated contract agreement.

Submitted by: Ed Dickson 10-29-25

Doors and Hardware

MAIN OFFICE
6053 West Third Street
Los Angeles, CA 90036
Phone: 323-930-1330
Fax: 323-930-1666

THE FINE HARDWARE & BATH SPECIALISTS
DESIGN HARDWARE
COMMERCIAL ~ RESIDENTIAL

EL MONTE OFFICE
3620 Cypress Ave.
El Monte, CA 91731
Phone: 323-930-1330 x208
Fax: 626-542-3400

www.designhardware.com
ltrimble@designhardware.com
CA Contractors License: 842952
CA Certified Small Business Number: 33273
CA Dept. of Industrial Relations Public Works Registration: 1000008483

QUOTATION

Quote Issued: November 10, 2025
Quote Expiration: December 10, 2025

Bid No: 202721 - Rev.1
FOB: Jobsite

Project:

Fremont Middle School Reconstruction

Plans Dated: June 25, 2025
Addenda Noted: 1

Specification Section 08 11 13 - Hollow Metal Doors and Frames
Specification Section 08 14 00 - Wood Doors
Specification Section 08 34 70 - Sound Control Door Assemblies
Specification Section 08 71 00 - Door Hardware

Installation of the above

TOTAL BASE BID $ 733,905.00

Installation:	*Installation of the above materials is included in the base bid, including the installation of Hollow Metal Frames, but excludes all Gates, Gate Frames and Gate Hardware.*		
Bid Alternate:	*None*	**$**	**-**
Bid Option:	*None*	**$**	**-**

Design Hardware's Standard Exclusions (Applies to all projects):
All Glass and Glazing; all glazing by Glazier.
Payment or Performance Bond (Design Hardware's bond rate is 1.5%).
Installation of Hollow Metal Frames and Borrowed Lites.
Installation of Gate Hardware specified in Door Hardware spec if supplied by Design Hardware.
All work at any modular building unless specifically noted.
Hardware for doors not supplied by Design Hardware (Storefront, cabinets).
Hardware for gates unless specified as a hardware group in Door Hardware Specification.
Hardware for any door that is missing a hardware set assignment.
WIC Certificates for wood doors (If required for this project, it will be an additional $2,400.00).
Blocking is not required on particlecore wood doors, per the manufacturer.
Structural calculations/Deferred Approvals.
Inspection of fire door assemblies and means-of-egress panic hardware doors if required. *(This service is available for an additional charge.)*
Knox boxes, key cabinets, or key management software unless included as part of a hardware set.
Access control locksets or exit device trim (Schlage AD-300 or AD-400, Sargent IN series, Corbin ML208xx series as examples). These can only be provided by an access control integrator and are not available from Design Hardware.
Room or Corridor match of wood doors if specified in Wood Door spec. Design Hardware has included all wood doors to be of the same veneer (unless specifically calling for different veneers) with similar grain and a similar color/stain.
Wood Frames (unless specifically listed under project specific qualifications).
Any spec section not listed above.
Reworking of existing frames to accept new doors or hardware.
Field verification of frames for square, plumb, and level.
Scribe fitting jambs and undercutting of doors in the field.
Installation of Key Cabinets.
Installation of Design Hardware-supplied hardware for gates or roll-up doors
Field painting of doors or frames
Modification of existing doors to accept new hardware. Will be billed on a T&M basis.
Removal and disposal of any existing doors or hardware
Rehanging of doors (to reverse swing)

MAIN OFFICE
6053 West Third Street
Los Angeles, CA 90036
Phone: 323-930-1330
Fax: 323-930-1666

THE FINE HARDWARE & BATH SPECIALISTS

DESIGN HARDWARE

COMMERCIAL ~ RESIDENTIAL

EL MONTE OFFICE
3620 Cypress Ave.
El Monte, CA 91731
Phone: 323-930-1330 x208
Fax: 626-542-3400

Guarantee of the condition of existing or reused materials
Factory or field applied bituminous coating of HM Frames
Warranty begins from ship date or installation (only if install is by Design Hardware or its subs)
Grouting, Filling, and Caulking of Hollow Metal Frames (If Required)
Installation of power supplies, electrical boxes, wiring and connections

Project Specific Exclusions:

Excludes the provision and installation of all Gates, Gate Frames, and Gate Hardware on Gate Schedule, and the provision of all Security Gates and Frames (Type F per Door Schedule) for openings 1-100.1, 1-100.2, 1-200.1, 1-200.2, 1-200.3, 1-200.4, 1-200.5, and 1-200.6; to be provided by Gate Supplier.

Design Hardware's Standard Qualifications (Applies to all projects):

- This quotation is being provided as a package for all materials shown. Individual pricing of specifications is for accounting purposes only.
- Temporary cores supplied for this project remain the property of Design Hardware
- Approved submittals received from architects, supersede any specified hardware listed in spec sections
- Protection of stored materials is the responsibility of the general contractor.
- Please note Plastic Laminate choice may affect pricing of doors
- Doors, frames and hardware specifically listed in spec sections above are included in this quotation. All other materials are EXCLUDED.
- Design Hardware reserves the right to invoice for costs incurred due to: unacceptable site conditions which result in multiple visits, package modifications, and jobsite delays that exceed 1 hour.
- Unless specifically called out on a door or window schedule (via detail reference or elevation), Design Hardware takes the position that windows are aluminum in material
- This bid includes engineering time/project management based on the bid documents. Additional charges if required for engineering time/project management will be billed as part of a change order and is not included as part of the original profit & overhead.
- Design Hardware reserves the right to invoice for sound control doors and frames at a rate of 15% of the total price for the STC opening specification
- Design Hardware's bid includes a fee for the coordination of access control devices (supplied by and installed by others) on the doors supplied by Design Hardware, at a rate of $200/leaf. If the general contractor wants the responsibility of the coordination of access control devices on doors and frames supplied by DH to be the access control subcontractor (usually Division 28) responsibility, Design Hardware will give a credit for those openings.
- Design Hardware reserves the right to provide wood doors with any fire-rated composite core that satisfies the fire listing, provides the required fire rating and complies with WDMA EHD performance standards.
- If a conflict exists between the preamble of the hardware specification and the detailed hardware schedule, Design Hardware's bid for this project is based on the detailed hardware schedule
- Just to let you know that orders and other actions released for production will be evaluated for a price adjustment, comparing the price for materials at release to the P.O. date. Based on the current volatility of manufacturing that went into effect in March, this can impact the price of goods in our current pricing and may need to be re-adjusted as needed.
- A contract or purchase order must be received for Design Hardware to begin any work on this project. A letter of intent is not a sufficient document for us to start submittals.
- Large Hollow Metal Frames that cannot ship in one piece shall be fabricated in sections for field welding by others. This is any frame over 108" in width or height.

Project Specific Qualifications:

- This proposal includes eight (8) deliveries based upon the size and scope of the project. Any additonal deliveries - if required, will be billed at the cost of $1,500.00 each.
- Design Hardware intends to use Stiles Custom Metals (an Assa Abloy Group Company) for hollow metal as an equal to those manufacturers listed in the specifications.
- Design Hardware intends to use Noise Barriers (a sister company to IAC Acoustics) for Sound Rated Assemblies with a Wood Veneer, as an equal to those manufacturers listed in the specifications.
- No Wood Door species or cut was specified. For this proposal, Design Hardware has included factory stained solid core wood doors with Plain Sliced Natural Birch Veneer; the Architect to select from factory standard colors.
- This proposal includes the provision only of Gate Hardware - as listed in Hardware Set 5, for Door Types F (Security Gates), but excludes the provision of all gates, frames and installation thereof. All other Gate Hardware by Gate Supplier.

This quote is valid for 30 days and the price includes all applicable sales taxes.

Design Hardware is pleased to present you with this quote on the above referenced project.
Should you have any questions regarding this quote, please contact Larry Trimble at the El Monte Office Ext. 208.

FlyLock
SECURITY SOLUTIONS

Lock. Watch. Control. Complete Security.

Proposal To:

Viola Inc.

For:

Fremont Middle School Reconstruction

1130 North M Street
Oxnard, CA 93030

October 30, 2025

1850





Our Story

Rooted in a proud tradition dating back to 1946, FlyLock Security Solutions began as a humble key-making operation in Boston, founded by William McMenimon, who balanced his work as a locksmith with pilot training. In 2016, expanding beyond its original key-shop roots, the company rebranded and launched FlyLock Security Solutions to better reflect its transformation into a full-service security provider. Today, we blend the trusted, neighborly values passed down through generations with cutting-edge technology to serve businesses nationwide. Our expertise includes access control systems, CCTV surveillance, comprehensive door hardware, and full door and frame installation services—making us the single-source partner for all commercial security needs

Our Passion

At FlyLock Security Solutions, our passion is protecting what matters most—your people, property, and peace of mind. We believe that security is more than locks and cameras; it's about creating safe, reliable spaces where businesses can thrive and communities feel protected. Since opening our doors in 2016, we've been driven by a commitment to blend innovative technology with time-tested expertise, delivering solutions that are both practical and forward-thinking. From access control and CCTV to doors, frames, and hardware, every project we take on is guided by our dedication to integrity, quality, and the long-standing tradition of excellence that began with our parent company back in 1946.

Our Team

Comprised of our local industry experts and supported by a national team,, each member brings a unique set of skills and a shared passion for innovation, ensuring that every project is executed with precision and creativity. Together, we are committed to transforming your vision into reality and providing outstanding service that exceeds expectations.

DIVISION 08

SCOPE

Division 8 Door Hardware

Project: Fremont Middle School Reconstruction
Client: Oxnard School District
Sections Referenced: 08 71 00 Door Hardware / 08 11 10 Hollow Metal Doors and Frames / 08 14 00 Wood Doors

Inclusions

- Furnish and install **mechanical door hardware** for all **swinging hollow metal and wood doors**, as scheduled.
- Provide **complete operational hardware sets**, including all accessories and coordinating devices (hinges, locks, latchsets, closers, stops, gasketing, thresholds, plates, and miscellaneous trim).
- Provide **fire-rated and ADA-compliant hardware** and **Division 08 fire-rated glazing** in accordance with NFPA 80, UL 10C, and the California Building Code.
- Supply all **fasteners, anchors, and mounting accessories** required for a secure and proper installation.
- **Coordinate** with door and frame suppliers for correct hardware preparation and reinforcement per the contract documents.
- Include **shop drawings, templates, keying schedule coordination**, and submission of **catalog cuts** as part of closeout deliverables.
- **Field adjust and test** all installed hardware to ensure smooth operation.
- Install per manufacturer's instructions, matching hardware finish and mounting heights per BHMA standards (e.g., locks @ 38″ AFF, pulls @ 42″, panic devices ≈ 40″).

Exclusions

- **Glass and aluminum entry or storefront systems** (Section 08 41 00 – Entrances & Storefronts).
- **Access-control wiring, low-voltage power, or terminations** beyond mechanical prep and coordination.
- **Glass and glazing**, sealants, or related work in other divisions.
- Painting or field finishing of doors and frames.
- Temporary hardware for construction phasing unless specifically directed.
- Gates, Hardware & Knox Box(es) not listed on the Division 08 door schedule

FREMONT MIDDLE SCHOOL RECONSTRUCTION

QTY	DESCRIPTION	PRICE	TOTAL
1	Prevailing Wage Door Hardware Installation Labor		$104,000.00
1	Division 08 Door Hardware	$770,394.68	$770,394.68
1	Prevailing Wage Door & Frame Installation Labor		$159,600.00
1	Division 08 Doors & Frames	$450,000.00	$450,000.00

FREMONT MIDDLE SCHOOL RECONSTRUCTION TOTAL	$1,483,994.68
EQUIPMENT TOTAL	$1,220,394.68
LABOR TOTAL	$263,600.00
DIVISION 08 TOTAL	**$1,483,994.68**

Terms/Conditions/Warranty

Estimate:
Estimate includes expected costs for labor, materials, and travel time. This is an estimate only. Closer inspection may reveal the need for additional labor hours and parts/hardware. Any additional costs will be clearly communicated prior to work being done beyond the scope of this estimate.

Assumptions:

- Additional devices or materials are not included in the above scope of work. Any additional material needed will need a change order and prior approval.
- Patching and Painting are not included in this proposal.
- Price is based upon work being done during normal business hours (Monday – Friday 8 AM – 5 PM, if work is to be done after hours an additional charge shall be incurred.
- Any additional trips to the above referenced location due to non-completion, no access, or any other work may be subjected to additional charges
- Site conditions that prevent or delay the work for the above scope of work, additional trip charges shall be incurred.

Limited Warranty

We appreciate this opportunity to earn your business and we believe you will be extremely satisfied with the quality of our workmanship and the parts that we install. Customer satisfaction is our goal.

What the Limited Warranty Covers:

- Workmanship is warranted to be free from defects for 90 days from the completion of installation.
- Parts and hardware supplied by FlyLock – LA are warranted for one (1) year from the date of purchase.
- If a defect arises within the applicable warranty period, FlyLock – LA will, at its sole discretion, repair or replace the defective product using new, refurbished, or equivalent components. Replacement parts will carry the remaining term of the original warranty.

What is not Covered:

- Damage resulting from misuse, neglect, vandalism, power surges, weather events, or other external factor
- Work or alterations performed by parties other than FlyLock – LA or its authorized representatives.
- Routine maintenance or consumable items such as batteries.
- Any damage due to failure to follow proper use, installation instructions, or regular system care.

After the Warranty:

After the applicable warranty period has expired, any repairs, service calls, or part replacements will be performed at the customer's expense and billed according to our current labor and material rates.

Legal Compliance Disclamer:

This estimate and warranty are subject to all applicable federal, state, and local laws. If any provision herein is found unenforceable under applicable law, that provision shall be modified or severed to the extent necessary to comply with the law, and all remaining terms shall remain in full force and effect.

Terms/Conditions/Warranty

LIMITATION OF LIABILITY

FlyLock Security Solutions – LA's liability is limited to the cost of repair, replacement, or refund of the product, at FlyLock's discretion. FlyLock shall not be liable for indirect, incidental, special, or consequential damages, including but not limited to loss of profits, downtime, or damage to other property, except as prohibited by applicable law. This limitation does not apply to damages resulting from FlyLock's gross negligence, willful misconduct, or personal injury caused by a defect in the product.

DISCLAIMER OF WARRANTIES

Except where prohibited by law, FlyLock disclaims all implied warranties, including those of merchantability and fitness for a particular purpose. If such warranties cannot be disclaimed under applicable law, their duration shall be limited to the shortest period allowed by such law. No FlyLock dealer, agent, or employee is authorized to modify this warranty without written authorization from FlyLock.

Limitation of Liability and Exclusion of Damages

FlyLock Security Solutions – LA's liability is strictly limited to the cost of repairing or replacing defective products, or as otherwise explicitly stated in the warranty terms. To the fullest extent permitted by law, FlyLock – LA shall not be liable for any of the following, regardless of whether such damages were foreseeable or FlyLock – LA was advised of their possibility:

- Damage to other property resulting from a defect in the product
- Loss of use, loss of time, inconvenience
- Loss of profits, business interruption, or loss of business opportunity
- Loss of goodwill or interference with business relationships
- Any indirect, incidental, special, consequential, or punitive damages
- Any damages arising from personal injury or loss of property, including those resulting from the inability to use the product or a breach of warranty, contract, or tort

FlyLock – LA's total liability is limited to the actual purchase price paid for the product. Under no circumstances shall FlyLock – LA be liable for any claims made against the customer by third parties.

Exclusive Warranty and Disclaimer

This limited warranty and the remedies described herein constitute the sole and exclusive warranty provided by FlyLock – LA. No other oral or written warranties, express or implied, are authorized. To the maximum extent allowed by applicable law, all other warranties are hereby disclaimed, including but not limited to:

- Implied warranties of merchantability
- Fitness for a particular purpose
- Non-infringement
- Any other statutory or implied warranties

No dealer, agent, or employee of FlyLock – LA is authorized to modify, extend, or amend this warranty without prior written authorization from FlyLock – LA.

Effect of State Law

As the State of California does not allow the exclusion or limitation of certain warranties or types of damages, the above limitations may not apply in full.

Where applicable law prohibits the exclusion or limitation of implied warranties, the duration of any such implied warranty shall be limited to the shorter of:

- The period allowed under applicable law, or
- The warranty period stated in this document.

ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE
To be determined

EQUIPMENT TOTAL	$1,220,394.68
SHIPPING TOTAL	$0.00
LABOR TOTAL	$263,600.00
SUBTOTAL	$1,483,994.68
TOTAL CA SALES TAX	$112,886.51
PROJECT TOTAL	$1,596,881.19

TERMS

I accept this proposal and hereby authorize FlyLock Security Solutions - LA to proceed with the installation of the included systems at the facilities of Viola Inc. constructing at 1130 North M Street Oxnard, CA 93030 as described in the totality of this document. I further authorize FlyLock Security Solutions - LA to be granted the facility access that will be required to complete this project in a workmanlike and timely manner and for payment to be made to FlyLock Security Solutions - LA. In keeping with the Terms of Payment listed above: It has been made clear to me that there exist no understandings regarding this project with any relevant party unless and until Viola Inc. and FlyLock Security Solutions - LA agree to such additional or alternate understandings in writing. Project cost and pricing are dependent upon a continual flow of work without interruption or delays imposed by Viola Inc. or their staff, construction, other building trades or any other party, and additional costs may be incurred by Viola Inc. from FlyLock Security Solutions - LA. If such delays result in additional costs that are not covered by the pricing in this proposal: I agree that any additions to and/or deletions from the materials and labor to be provided by my acceptance of this proposal and any resulting change(s) in cost of this project shall only be by way of written change order(s) and shall be valid only after being signed by Viola Inc. and FlyLock Security Solutions - LA. This proposal is valid only if accepted in writing by Viola Inc. and deposit payment received no later than November 30, 2025.

Payment Terms
50% Deposit due at signing
Balance due net 10 days upon project completion unless another payment plan has been agreed to.

ACCEPTANCE

VIOLA INC.

SIGNED _____ DATE _____

PRINT NAME _____ TITLE _____

FLYLOCK SECURITY SOLUTIONS - LA

SIGNED _____ DATE _____

PRINT NAME _____ TITLE _____

Drywall

Premier DRYWALL
A Division of Pre Con Industries, Inc.

License # 809679
PO Box 5728
Santa Maria, CA 93456-5728
Toll free: 1-800-928-6650
Direct: 1-805-928-3397
Fax: 1-805-928-0977
License #809679

BID PROPOSAL

7549

PROPOSAL SUBMITTED TO:

Viola (Name) — Estimator (Attention)

(Address)

(City, State, Zip)

(Phone) (Fax)

WORK TO BE PERFORMED AT:

Fremont Middle School Reconstructon (Name)

1130 North M Street (Address)

Oxnard, CA 93030 (City, State, Zip)

Spec Sections

We hereby propose to furnish all materials and necessary equipment, and perform all labor necessary to complete the following work:

Complete Gypsum board & Metal framing proposal

Includes: Light gauge metal framing at interior drop ceilings and soffits
- **(1) Layer of 5/8" type X gypsum at interior walls as per sheet A63.1**
- **(2) Layers of 5/8" type X gypsum at interior walls as per A63.1**
- **(1) Layer of Ballistic Level 1 panles at (13F walls) as per A63.1**
- **(1) Layers of 5/8" type X over resilient channel above drop ceilings and ACT assemblies (bldg 1 on 1st floor only)**
- **(1) Layer of 5/8" glassmat sheathing at tile locations (as per finish schedules and interior elevations)**
- **(1) Layer of 5/8" glassmat sheathing at exterior walls under siding**
- **Level 1 finish above drop ceilings, soffits, utility rooms, and equipment rooms**
- **Level 4 "smooth" finish at all other exposed interior gypsum board**
- **Fire caulking at rated walls**
- **Acoustical ceilings as per RCPs and specs "ACT1 & ACT2"**

OPTION #1: Remove ACTs from base bid subtract - $585,250.00

Exclusions:Parking fees, reveal metals, flashing, exterior sheathing other than noted above, providing expansion joints, patching, additional caulking, dimensional metals, water-proofing, plywood sheathing, primers, wood framing, additional backing other than nothed above, insulation, roof work, masking/floor protection, water, power, night/weekend work, prevailing wages, over time wages.

Option: SLO county builder recycle program, an additional $150.00. (Please initial)

All pricing will be reviewed and adjusted if necessary for material price increases quarterly from date of proposal
All material is guaranteed to be as specified above and the above work to be performed in accordance with the drawings, for the sum of:

$2,084,531.00 with payments to be made as follows: Progressive billing, Net upon completion

Addendums 1 Date of Plans: 01/17/2025

TERMS: All invoices due 10 days from receipt. A finance charge of 1 1/2% per month (APR of 18%) will be charged on past due balances over 10 days.

All work to be completed in a workmanlike manner according to per standard practices. Any 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. Attorney & expert fees are assumed to the prevailing party. Water & Electricity to be provided by the General Contractor onsite. Any additional insurance endorsements to be paid by owner. All work to be presumed from 7:00AM to 5:00PM unless other wise noted in scope.

Note: This proposal will be withdrawn by us if not accepted within 60 days

Respectfully submitted,

DATE: 10/30/2025

ACCEPTANCE OF PROPOSAL

You are hereby authorized to furnish all material, equipment and labor required to complete the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms therefore.

(Date) (Owner/Contractor)

<BIDPROP.FT2>

License #504013 DIR #1000000062

October 30, 2025

Viola Inc., Bryan Salazar bszal@violainc.com

PROJECT: Freemont Middle School Reconstruction

We are pleased to present our **ESTIMATE** for the above referenced project. This estimate is based on Drawings by SVA Architects, plan Sheets dated 01/17/25, including Review of Addendum #1 Plan Check & Bid. Estimate is subject to the qualifications listed below. The estimate breakdown is for accounting purposes only.

Metal Stud/Gypsum Board	**$1,734,955.00**
Gypsum Sheathing	**$58,198.00**
Plaster	**$1,602,640.00**
Weather Barrier	**$319,831.00**
TOTAL ESTIMATE	**$3,715,624.00**

Building Breakout

- **Classroom Building $2,250,169.00**
- **MPR Building $994,271.00**
- **Admin Building $471,184.00**

ALTERNATE ESTIMATES
AS REQUESTED

1. **Scaffold at all three buildings (Exterior)** **Add $150,533.00**

2. Scaffold Dance floor inside MPR/GYM **Add $57,775.00**
(Required to have access to install gypsum board at Roof/Ceiling as shown in sheet A-31.2)

License #504013 DIR #1000000062

100% Performance and Payment Bond (if required) **1.00 %**

Note: Due to the Current conditions in the steel and drywall market our Proposal will expire IN 90 DAYS. If no commitment has be made by this TIME, all material will need to be requoted and Proposal will be subject to any increase in the material pricing. Also please note that current lead times are running as much as 2 to 5 weeks with some up to 14 weeks.

Bid Inclusions:

1. Includes gypsum board as required throughout the project. As described by the wall types on the architectural plans sheet A-63.1, following the spec section 092100. Including the following sheet Gen-1 general note #17 “Gypsum board shall extend to underside of structure”. Except at MPR, as shown in the building section and confirmed with GC.
2. Includes gypsum board at ceiling elements in the building's interior elevations, as shown on the RCP drawings.
3. Includes fire-rated and/or acoustical sealant at gypsum board assemblies based on the assigned wall rating. No finished caulking has been included.
4. Includes 6” 16 Ga backing at metal stud walls for wall-mounted accessories.
5. Includes a level 4 finish on walls and ceilings.
6. Includes Hi-impact board at areas noted per finish schedule.
7. Includes glass-matt face tile backer board in areas to have a tile finish as noted in the finish schedule.
8. Include 7/8” Hat Channel and Simpson Anchor bolt at the MPR gym as indicated in the interior elevation and listed wall types in the floor plan. Qualifying 20 ga hat channel.
9. Includes metal joisted ceilings in corridors as shown in sheet a-63.3/7. Including locations where gypsum is shown in RCP drawings, unless it’s a Roof/Ceiling assembly.
10. Includes gypsum board and R/C channel at roof/ceiling as indicated in building sections and following sheet A-63.2.
11. Includes a Level 1 Bullet & Resistant fiberglass as shown in wall type 13.F. Qualifying Armortex.
12. Includes R/C channel at walls as indicated in wall types.
13. Includes FRP panels at the Custodial rooms only as indicated in the finish schedule. Qualifying a Crane Composite Class "A" Smooth White extending 4’ only.
14. Includes Weather Barrier at plaster wall assemblies only, per wall types. Qualifying a Henry Blueskin vp100 as shown in spec section 072800.
15. Includes an acrylic plaster base, with a plaster finish of a Sand Corse at the classroom and MPR Building, including a Smooth finish at the admin building as indicated in exterior elevation keynotes.
16. Includes J-mold trim with weep as noted in sheet A-63.3/1.
17. Includes EPS Foam Trims as shown in exterior elevations at the classroom building only, including detail A-63.4/13.
18. Includes control joints as shown in exterior elevations and detail A-63.4/12 & 8.

License #504013 DIR #1000000062

Bid Exclusions:

1. Cost of bonds, permits fees and special inspections.
2. Excludes Scaffold assumed to be provided by others to perform scope.
3. Excludes Weather Barrier behind Fiber cement siding.
4. Excludes Weather barrier behind exterior finishes other than plaster.
5. Excludes plaster behind parapets.
6. Excludes backer rods.
7. BIM.
8. Parking fees.
9. Protection of floors.
10. Structural Steel and Miscellaneous metals 1/8" and heavier.
11. Dumpsters.
12. Sheet metal flashings.
13. Building Insulation except as noted above.
14. **Wood framing, backing, blocking, and/or plywood behind Millwork.**
15. Control joints and/or reveals.
16. Drywall primers/sealers.
17. Supply and/or install of counter top angle braces.
18. All Can-Lights, Slot Diffusers, HVAC Grills and similar assumed to have "beauty rings". No tape-in finish or case opening included except as noted above.
19. Spray applied fireproofing and/or Intumescent Fire Coatings.
20. Supply and/or Install Hollow Metal Door/Window Frames in Stud Walls.
21. Caulking of HM frames.
22. All Demolition.
23. Supply of Access Panels. Only Installation Per RCP Drawings.
24. Exterior and/or finish caulking.
25. Putty pads and caulking at electrical boxes.
26. Caulking of pipes, conduit, ductwork and other trade penetrations. All Architectural caulking.
27. Patch and repair of damage by other trades and/or weather.
28. Temporary facilities including uninterrupted power, water, heaters and fans.

Bid Qualifications:

1. Estimate is based on a Regular hours, no overtime, weekends and/or holidays included.
2. The estimate is based on a mutually agreed-upon schedule prior to the start of construction. No accelerated schedule has been taken into consideration.
3. Retention to be reduced to 5% when work is 50% complete.
4. GC to provide sufficient water, power, heaters, lighting, ventilation and or fans.
5. All alternates quoted at bid time are to be accepted and incorporated in original contract. Those not accepted are null and void after the contract is signed.
6. Base Proposal Price based on standard insurance.
7. Estimate based on using CG 20 10 07 04 or equal as the additional insured certificate.
8. Change Orders for Time and Material Tickets that are submitted shall be processed before the next billing cycle, or all further requests for time and material work will not be performed until all previous Change Order Requests are processed and billed.
9. Bid based on 1 Punch List. Any subsequent punch list to be on Time & Material basis.

10. Estimate is based on Best Interiors having the opportunity to touch up walls after primer, if required without paint charges. Further, no ceilings will be turned over until lights are turned on.

Should you have any questions or require additional information, please let me know.

Respectfully Submitted,

Christian Martinez
Estimator
(909)413-2706

PROPOSAL

Northern CA Office
3562 S. Elm Ave
Fresno,CA 93706
Ph: (559) 486-0584
Fx: (559) 486-0511

Central Coast Office
1666 Ramona Ave. Suite A
Grover Beach CA, 93433
Ph: (805) 473-8100
Fx: (805) 473-8188

Southern CA Office
1125 East Stanford Court
Anahiem CA, 92805
Ph: (714) 627-2605
Fx: (714) 551-5868

CA License #342341
DIR # 1000004368
Bond Rate 1.005%

PROJECT:	Fremont M.S. - Bldgs. 1-3	**ADDA:** 1	**BID DATE:** 10/30/25
	Oxnard, CA	**WAGES:** Prevailing	**Plan Date**: 1/17/2025 &7/23/2025
	09 21 00-GYPSUM BOARD ASSEMBLIES	**07 84 00-FIRESTOPPING (HEAD & BASE OF WALL)**	

BASE BID:	**$2,448,061.00 (breakdown below dose not include bullet resistant gyp)**
EXT. GYP	**$155,726.00**
INT. GYP	**$1,561,439.00**
INT. FRAME	**$704,152.00**
SHAFTWALL	**$26,744.00**
OPTION #1	**P&I bullet resistant sheathing where wall type 13.F occurs at Admin. Bldg.+ ADD to Base Bid $59,443.00**

*** this Proposal is only valid for 120 days

CLARIFICATIONS

Includes Gypsum Board, metal framing and sealant with Clarifications and Exclusions on pages 1 & 2.

1. **Acoustic /fire sealant @ head and base of walls is only included as shown at page A-63.3**
2. **Includes P&I of cement backer board, where CWT is shown at int. elevations.**
3. **Includes labor for daily clean-up of this bidder's construction waste; deposited into containers supplied by General Contractor.**
4. **Includes P&I of Dens Glass sheathing where conditions per 17c, 2,4,7&9/A-63.1 are noted on floor plans.**
5. **Includes P&I of multiple layers of gyp, where shown @ A-63.1 and noted at floor plans.**
6. **Includes P&I of IMPACT gyp, where shown @ FINISH SCHEDULES via WALL MATERIAL TAG "IRGB"**
7. **Includes P&I of metal ceiling framing for plaster corridors per 7/A-63.3, at 2nd floor of Bldg. 1**
8. **Includes P&I of resilient channel and (1) layer of gypsum board under floor/roof per 1,5&7 /A-63.2**
9. **Includes P&I of 7/8" hat channel and gypsum board under tectum panel shown per 3/A-63.2**
10. **Includes P&I of dens glass sheathing at underside of Shade Canopy per 4/A-63.2**
11. **Includes P&I of hat channel, TITEN SCREWS and Impact gyp per 5a&9a/A-63.1.2**
12. **Includes metal wall framing, where 2/ A-63.1.1 is shown**

Richard Spafford / Project Manager / Estimator
Office: 805-473-8100 ext. 203 Cell: 805-423-3785 richard@tarltonandson.com www.tarltonandson.com

PROPOSAL

Northern CA Office
3562 S. Elm Ave
Fresno,CA 93706
Ph: (559) 486-0584
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Ph: (714) 627-2605
Fx: (714) 551-5868

CA License #342341
DIR # 1000004368
Bond Rate 1.005%

THIS PROPOSAL EXCLUDES PROVIDE & INSTALL OF:

1. All costs for: trash chutes, containers for this subcontractor's construction waste, security, shop drawings, testing, permits, Inspections, Bonds & Risk Insurance.
2. Layout, provide and install of all wet set anchors.
3. Wood.
4. ALL INSULATION – both batt and rigid board.
5. **Vertical and horizontal sheathing under roofing.**
6. **Fiberglass Mat Faced Gypsum Roof Board per 092100/2.2-D13**
7. **Veneer Plaster per 092100/2.2-D8**
8. **Acoustically Enhanced Gypsum Board per 092100/2.2-D10**
9. **Acoustic Insulation per 092100/2.2-F2**
10. **Electrical Box Pads per 092100/2.2-F4**
11. Tack Bd., Sound Bd., Foil backed gypsum bd., Vinyl covered materials, sheathing under roofing, Lead Lined Bd., Bullet Resistant Bd; Sound Resistant Gypsum Bd., Mold Resistant Gyp.
12. Sealant, caulking and/ or fire-stopping not specifically included above @ Clarification #1 (on page 1 of 2)
13. **TOP OUT (top-down installation of gyp for priority walls)**
14. Installation of door and window frames and/or grouting that may be required.
15. Provide, install, removal and patch-back of fireproofing.
16. Temporary power, water, lighting, heating, and ventilation needed for this contractor's scope.
17. **All costs associated with overtime, shiftwork, acceleration, and multiple mobilizations.**

This Proposal is only valid for 120 days. MUTUALLY AGREED UPON DURATIONS FOR THIS CONTRACTORS SCOPE AND THE ABOVE STATED CLARIFICATION EXCLUSIONS WILL BE AN ATTACHMENT TO AND BECOME PART OF ANY *SUBCONTRACT* AGREEMENT ENTERED INTO BY TARLTON AND SON, INC.

Richard Spafford / Project Manager / Estimator
Office: 805-473-8100 ext. 203 Cell: 805-423-3785 richard@tarltonandson.com www.tarltonandson.com

Lath and Plaster

PROPOSAL

HEADQUARTERS
3562 S. Elm
Fresno, CA 93706
Ph:(559) 486-0584 ♦ Fax:(559) 486-0511

CA License # 342341
DIR#1000004368
Bond Rate: 1.005%

SO CAL OFFICE
1125 East Stanford Court
Anaheim, CA 92805
Ph:(714) 627-2605 ♦ Fax:(805) 473-8188

PROJECT:	Fremont Middle School Reconstruction	**ADDA: 1 and RFI's**	**BID DATE:** 10-30-2025
	Oxnard, Ca	**WAGES:** Union/Prevailing	**Plan Date**: 1-17-25 & 7-23-25

SCOPE:	07 28 00 – Weather Barrier/Underlayment	09 24 00– Portland Cement Plaster
Total Bid	$2,171,685.00	

PRICES SHOWN ARE SEPARATE

BASE BID:	**Lath and Plaster**	**Weather Barrier**	**Scaffolding**
Classroom	$1,068,341.00	$359,861.00	$153,644.00
MPR	$210,455.00	$67,424.00	$63,531.00
Administration	$153,435.00	$55,571.00	$39,423.00

CLARIFICATIONS:

1. Labor, materials, and equipment to complete scope of work section(s) listed above, per plans 01/17/25 and 7/23/25 A1.0 Site Plan.
2. GCP Grace VPS Sheet WRB over exterior sheathing (Exterior sheathing supplied and installed by others)
3. Two layers of Fortifiber 60-minute Grade D building paper, galvanized trims, and accessories, Structa welded wire lath, V Truss and corner aids. All building paper/moisture barrier and lath is continuous behind trim. Cutting of bldg. paper & lath is only included where structural separation occurs at Bldgs. only.
4. Classroom Corridor Lath and Plaster walls with 3" high to be Heavy Dash finish, per 3/A1-51.1.
5. Plaster ceiling with earthquake nailed, per 19/A-65.1.
6. Milcor at window & door surrounds, per A-64.2 and J-Weep screed at base of wall, per 1/A63.3.
7. #15 control joints as needed as shown in elevation and Solid top leg expansion joint, per 6 & 12/A63.4
8. #30 Inside corner expansion, per 18/A-63.4, PCS-75-V-200 with color, per Spec. section 09 24 00.
9. 2" x 4" Foam shape at windows, per 3/A-64.2.
10. #3 window head flashing screed, per Spec. section 09 24 00.
11. Exterior Three Coat Portland Quikrete Cement with an Omega Medium Sand Finish in 1 color (to be PAINTED, per finish schedule, by others) figured at exterior walls, soffits and ceilings, as shown, per exterior elevations and plans. Stucco Dash Finish included where called out in Corridors, per 5/A1.51.1.
12. Scaffolding for the complete building. (1-90 days). Debris Tarps are included.
13. Labor for daily clean-up of this bidder's debris and plaster spoils; deposited into containers supplied by others.

THIS PROPOSAL EXCLUDES PROVIDE & INSTALL OF:

1. All costs for: trash chutes, debris boxes, security, engineered shop drawings, shop drawings, testing, permits, Inspections, Bonds & Risk Insurance.
2. All materials noted as: Fiberglass Z-Girts, Metal Flashings, G.S.M., G.S., Reglet's, Sheetmetal, Metal Panels, Stainless Steel and/or Copper.
3. All SELF-ADHERED sheet membrane flashing, EXCEPT where occurs under plaster.
4. Parapet Cap flashing and Metal suspension system.
5. Any ABAA inspections or costs associated with them.
6. Caulking at Plaster-to-Plaster and Plaster-to-Aluminum/GSM.
7. Any lath and/or plaster at any Interior Areas, Trash Enclosures, Site Walls, Planter Walls or at any landscape components.
8. **Final color** for new plaster.

Gary Schenk-General Manager
Office (714) 627-2605 ♦ Cell (714) 345-6721
LATH • PLASTER • DRYWALL • METAL STUDS • SCAFFOLD • EIFS • SEALANTS • EPOXY FLOORS • PAINTING
Gary@tarltonandson.com ♦ www.tarltonandson.com

Tarlton AND SON INC. LIC # 342341
FRAME-2-FINISH

PROPOSAL

HEADQUARTERS
3562 S. Elm
Fresno, CA 93706
Ph:(559) 486-0584 ♦ Fax:(559) 486-0511

CA License # 342341
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Bond Rate: 1.005%

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9. Installation of door and window frames and/or grouting may be required
10. Temporary power, water, lighting, heating and ventilation needed for this contractor's scope.
11. Tarps, shrink-wrap, visqueen, etc… on scaffold for weather protection.
12. All types of building paper and vapor barrier which do not occur under exterior plaster.
13. All costs associated with overtime, shift-work, accelerations and multiple mobilizations.

MUTUALLY AGREED UPON DURATIONS FOR THIS CONTRACTORS SCOPE AND THE ABOVE STATED CLARIFICATIONS & EXCLUSIONS WILL BE AN ATTACHMENT TO AND BECOME PART OF ANY *SUBCONTRACT* AGREEMENT ENTERED INTO BY TARLTON AND SON, INC.

License #504013 DIR #1000000062

October 30, 2025

Viola Inc., Bryan Salazar bszal@violainc.com

PROJECT: Freemont Middle School Reconstruction

We are pleased to present our **ESTIMATE** for the above referenced project. This estimate is based on Drawings by SVA Architects, plan Sheets dated 01/17/25, including Review of Addendum #1 Plan Check & Bid. Estimate is subject to the qualifications listed below. The estimate breakdown is for accounting purposes only.

Metal Stud/Gypsum Board	**$1,734,955.00**
Gypsum Sheathing	**$58,198.00**
Plaster	**$1,602,640.00**
Weather Barrier	**$319,831.00**
TOTAL ESTIMATE	**$3,715,624.00**

Building Breakout

- **Classroom Building $2,250,169.00**
- **MPR Building $994,271.00**
- **Admin Building $471,184.00**

ALTERNATE ESTIMATES
AS REQUESTED

1. **Scaffold at all three buildings (Exterior)** **Add $150,533.00**

2. Scaffold Dance floor inside MPR/GYM **Add $57,775.00**
(Required to have access to install gypsum board at Roof/Ceiling as shown in sheet A-31.2)

License #504013 DIR #1000000062

100% Performance and Payment Bond (if required) **1.00 %**

Note: Due to the Current conditions in the steel and drywall market our Proposal will expire IN 90 DAYS. If no commitment has be made by this TIME, all material will need to be requoted and Proposal will be subject to any increase in the material pricing. Also please note that current lead times are running as much as 2 to 5 weeks with some up to 14 weeks.

Bid Inclusions:

1. Includes gypsum board as required throughout the project. As described by the wall types on the architectural plans sheet A-63.1, following the spec section 092100. Including the following sheet Gen-1 general note #17 “Gypsum board shall extend to underside of structure”. Except at MPR, as shown in the building section and confirmed with GC.
2. Includes gypsum board at ceiling elements in the building's interior elevations, as shown on the RCP drawings.
3. Includes fire-rated and/or acoustical sealant at gypsum board assemblies based on the assigned wall rating. No finished caulking has been included.
4. Includes 6” 16 Ga backing at metal stud walls for wall-mounted accessories.
5. Includes a level 4 finish on walls and ceilings.
6. Includes Hi-impact board at areas noted per finish schedule.
7. Includes glass-matt face tile backer board in areas to have a tile finish as noted in the finish schedule.
8. Include 7/8” Hat Channel and Simpson Anchor bolt at the MPR gym as indicated in the interior elevation and listed wall types in the floor plan. Qualifying 20 ga hat channel.
9. Includes metal joisted ceilings in corridors as shown in sheet a-63.3/7. Including locations where gypsum is shown in RCP drawings, unless it’s a Roof/Ceiling assembly.
10. Includes gypsum board and R/C channel at roof/ceiling as indicated in building sections and following sheet A-63.2.
11. Includes a Level 1 Bullet & Resistant fiberglass as shown in wall type 13.F. Qualifying Armortex.
12. Includes R/C channel at walls as indicated in wall types.
13. Includes FRP panels at the Custodial rooms only as indicated in the finish schedule. Qualifying a Crane Composite Class "A" Smooth White extending 4’ only.
14. Includes Weather Barrier at plaster wall assemblies only, per wall types. Qualifying a Henry Blueskin vp100 as shown in spec section 072800.
15. Includes an acrylic plaster base, with a plaster finish of a Sand Corse at the classroom and MPR Building, including a Smooth finish at the admin building as indicated in exterior elevation keynotes.
16. Includes J-mold trim with weep as noted in sheet A-63.3/1.
17. Includes EPS Foam Trims as shown in exterior elevations at the classroom building only, including detail A-63.4/13.
18. Includes control joints as shown in exterior elevations and detail A-63.4/12 & 8.

License #504013 DIR #1000000062

Bid Exclusions:

1. Cost of bonds, permits fees and special inspections.
2. Excludes Scaffold assumed to be provided by others to perform scope.
3. Excludes Weather Barrier behind Fiber cement siding.
4. Excludes Weather barrier behind exterior finishes other than plaster.
5. Excludes plaster behind parapets.
6. Excludes backer rods.
7. BIM.
8. Parking fees.
9. Protection of floors.
10. Structural Steel and Miscellaneous metals 1/8" and heavier.
11. Dumpsters.
12. Sheet metal flashings.
13. Building Insulation except as noted above.
14. **Wood framing, backing, blocking, and/or plywood behind Millwork.**
15. Control joints and/or reveals.
16. Drywall primers/sealers.
17. Supply and/or install of counter top angle braces.
18. All Can-Lights, Slot Diffusers, HVAC Grills and similar assumed to have "beauty rings". No tape-in finish or case opening included except as noted above.
19. Spray applied fireproofing and/or Intumescent Fire Coatings.
20. Supply and/or Install Hollow Metal Door/Window Frames in Stud Walls.
21. Caulking of HM frames.
22. All Demolition.
23. Supply of Access Panels. Only Installation Per RCP Drawings.
24. Exterior and/or finish caulking.
25. Putty pads and caulking at electrical boxes.
26. Caulking of pipes, conduit, ductwork and other trade penetrations. All Architectural caulking.
27. Patch and repair of damage by other trades and/or weather.
28. Temporary facilities including uninterrupted power, water, heaters and fans.

Bid Qualifications:

1. Estimate is based on a Regular hours, no overtime, weekends and/or holidays included.
2. The estimate is based on a mutually agreed-upon schedule prior to the start of construction. No accelerated schedule has been taken into consideration.
3. Retention to be reduced to 5% when work is 50% complete.
4. GC to provide sufficient water, power, heaters, lighting, ventilation and or fans.
5. All alternates quoted at bid time are to be accepted and incorporated in original contract. Those not accepted are null and void after the contract is signed.
6. Base Proposal Price based on standard insurance.
7. Estimate based on using CG 20 10 07 04 or equal as the additional insured certificate.
8. Change Orders for Time and Material Tickets that are submitted shall be processed before the next billing cycle, or all further requests for time and material work will not be performed until all previous Change Order Requests are processed and billed.
9. Bid based on 1 Punch List. Any subsequent punch list to be on Time & Material basis.

10. Estimate is based on Best Interiors having the opportunity to touch up walls after primer, if required without paint charges. Further, no ceilings will be turned over until lights are turned on.

Should you have any questions or require additional information, please let me know.

Respectfully Submitted,

Christian Martinez
Estimator
(909)413-2706

Ceramic Tile

J. Colavin & Son Inc.

BID

5323 Alhambra Ave.; Los Angeles, CA 90032
Office: (323) 225-8212 Fax: (323) 225-3488 www.colavin.com
Ceramic Tile Contractors

C-54 License #260803
Tax ID: 95-2643505
DIR #1000001458

BID DATE: 10/30/2025 TIME: 2:00

PROJECT: Fremont MS
Address: 1130 North M St. Oxnard, CA

****We are Union-Prevailing Wages Applied** We employ "Local Hire" and "We Build" manpower**

Furnished and installed with the qualifications listed below. All taxes are included. Architects, Engineers, Consultants and Construction Managers will not be added as Additional Insureds. Insurance Cancellation notice will not be listed on certificates. Where OCIP or CCIP policies are being utilized, Completed Operations coverage will not be provided. Bond is Not included unless qualified below.

SECTION: 093000	**SCOPE: Ceramic Tile**

BASE BID: $666,900.00

ALTERNATE: None Noted
ADDENDA: 1 Noted
RFI's: None Noted

QUALIFICATIONS:

1. Scope to include ceramic tile floor and wall tile in 20 toilet rooms: Quarry floor and ceramic wall tile in 5 food service rooms: Quarry tile floor and cove base only in 2 food service areas as indicated on plans.
2. Bid is based on the following tile types: Restroom floor tile to be Dal Tile Keystone Series 2x2 in group 2 colors. Quarry tile to be group 2 colors in 6x6 size with matching cove base. Wall tile to be Color Wheel Series group 2 colors in 4 1/4x 4 1/4 size with matching trim. Bid is based with a single 12" wide accent stripe or no pattern. More complex patterns may incur extra costs.
3. Floor tile to be mortar bed set over acceptable substrate by others. Base and wall tile to be thinset over acceptable substrates by others.
4. Latex type waterproofing / Crack isolation membrane is included at floor and base locations.
5. All setting and grouting materials to be of cementitious type.
6. Proposal is based off of plans dated 10-22-25.
7. Parking and trash dumpsters to be provided by GC or owner.
8. Proposal is valid through 1-31-26.

EXCLUSIONS:

Backer board and Joint taping
Epoxies
Countertops
Correction of out of compliance substrates installed by others.

Installation Warranty period to be 1 year from Substantial Completion.

WE ARE CERTIFIED			
STATUS	AGENCY	REF#	EXPIRES
Cont. License	**CSLB**	**260803**	**07/31/27**
Public Works	**DIR**	**1000001458**	**06/30/28**
SBE	**The Network**	**19698**	**01/12/26**
SBE	**D.G.S**	**1789456**	**06/30/27**
SBE	**LAUSD**	**238340**	**07/31/25**
SBE	**City of Long Beach**	**850**	**01/10/27**
SBE	**Port of Long Beach**	**815883**	**10/06/25**
MBE,WBE	**LA COUNTY**	**93609**	**02/28/27**

Questions about this bid?
Estimator: **Dan Harrison**
323-225-8212
Ron Schwartz
(323) 225-8212

Certified Tile and Stone, Inc.

Custom & Commercial · LIC. # 1076945
14557 Calvert Street, Van Nuys, CA 91411
Tel: 818-785-4088
Fax:818-785-4059

Bid No.: 10704
Date : 10/31/25

REVISED PROPOSAL
TILE WORKS

Submitted To

Name	**Viola Constructors Inc.**	Attn.:	**Viola Estimating**		
Address	**5811 Olivas Park Drive, Suite 204**				
City	**Ventura**	CA	ZIP **93003**		
Phone	**805-487-3871**	Fax	**805-487-3870**		

Job Information

Job Name	**OXNARD SCHOOL DISTRICT - FREMONT MIDDLE SCHOOL RECONSTRUCTION**				
Address	**1130 North M Street**				
City	**Oxnard**	**CA**	ZIP **93030**		
Phone		Fax			

ROOM/LOCATION/APPLICATION	CODE	MATERIAL DESCRIPTION	TOTAL COST
INTERIOR TILE WORKS			
GIRLS RESTROOM (1-113); Ref: 1 / A1-45.1		BLDG. 1 - 1ST FLOOR	$ 24,564.00
Floor Tile	Floor	Assume: DALTILE: KEYSTONES: Color: TBD (Ref: Color GRP. 1 or 2 Only), Matte Finish, Size: 2" x 2" Mosaic Field Tile	
Floor Transition / Threshold	Threshold	Assume: TYP. PRE-FAB STONE THRESHOLD, Daltile: THRESHOLD: Color: TDB, Size: 4" or 6" x 36" x 5/8" Thk. DOUBLE BEVELED THRESHOLD.	
Base Tile Trim	Base	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Cove Base Trim, A3401	
Wall Tile @ Full Ht., per Elev. 1 / A1-51.6	Wall	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Field Tile	
Wall Tile - Edge / Corner Trim	Wall BN	Assume: DALTILE: COLOR WHEEL CLASSIC: Color:TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Bullnose Tile Trim, S4449	
BOYS RESTROOM (1-115); Ref: 1 / A1-45.1		BLDG. 1 - 1ST FLOOR	$ 24,595.00
Floor Tile	Floor	Assume: DALTILE: KEYSTONES: Color: TBD (Ref: Color GRP. 1 or 2 Only), Matte Finish, Size: 2" x 2" Mosaic Field Tile	
Floor Transition / Threshold	Threshold	Assume: TYP. PRE-FAB STONE THRESHOLD, Daltile: THRESHOLD: Color: TDB, Size: 4" or 6" x 36" x 5/8" Thk. DOUBLE BEVELED THRESHOLD.	
Base Tile Trim	Base	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Cove Base Trim, A3401	
Wall Tile @ Full Ht., per Elev. 2 / A1-51.6	Wall	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Field Tile	
Wall Tile - Edge / Corner Trim	Wall BN	Assume: DALTILE: COLOR WHEEL CLASSIC: Color:TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Bullnose Tile Trim, S4449	
FACULTY RESTROOM (1-116); Ref: 4 / A1-45.1		BLDG. 1 - 1ST FLOOR	$ 10,025.00
Floor Tile	Floor	Assume: DALTILE: KEYSTONES: Color: TBD (Ref: Color GRP. 1 or 2 Only), Matte Finish, Size: 2" x 2" Mosaic Field Tile	
Floor Transition / Threshold	Threshold	Assume: TYP. PRE-FAB STONE THRESHOLD, Daltile: THRESHOLD: Color: TDB, Size: 4" or 6" x 36" x 5/8" Thk. DOUBLE BEVELED THRESHOLD.	
Base Tile Trim	Base	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Cove Base Trim, A3401	
Wall Tile @ Full Ht., per Elev. 3 / A1-51.6	Wall	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Field Tile	
FACULTY RESTROOM (1-117); Ref: 4 / A1-45.1 SIM.		BLDG. 1 - 1ST FLOOR	$ 10,025.00
Floor Tile	Floor	Assume: DALTILE: KEYSTONES: Color: TBD (Ref: Color GRP. 1 or 2 Only), Matte Finish, Size: 2" x 2" Mosaic Field Tile	
Floor Transition / Threshold	Threshold	Assume: TYP. PRE-FAB STONE THRESHOLD, Daltile: THRESHOLD: Color: TDB, Size: 4" or 6" x 36" x 5/8" Thk. DOUBLE BEVELED THRESHOLD.	
Base Tile Trim	Base	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Cove Base Trim, A3401	
Wall Tile @ Full Ht., per Elev. 3 / A1-51.6	Wall	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Field Tile	
FACULTY RESTROOM (1-118); Ref: 4 / A1-45.1 SIM.		BLDG. 1 - 1ST FLOOR	$ 10,025.00
Floor Tile	Floor	Assume: DALTILE: KEYSTONES: Color: TBD (Ref: Color GRP. 1 or 2 Only), Matte Finish, Size: 2" x 2" Mosaic Field Tile	

Certified Tile and Stone, Inc.

Custom & Commercial · LIC. # 1076945
14557 Calvert Street, Van Nuys, CA 91411
Tel: 818-785-4088
Fax:818-785-4059

Bid No.: 10704
Date : 10/31/25

REVISED PROPOSAL
TILE WORKS

Submitted To

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Address	**5811 Olivas Park Drive, Suite 204**				
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Phone	**805-487-3871**	Fax	**805-487-3870**		

Job Information

Job Name	**OXNARD SCHOOL DISTRICT - FREMONT MIDDLE SCHOOL RECONSTRUCTION**				
Address	**1130 North M Street**				
City	**Oxnard**	**CA**	ZIP **93030**		
Phone		Fax			

Floor Transition / Threshold	Threshold	Assume: TYP. PRE-FAB STONE THRESHOLD, Daltile: THRESHOLD: Color: TDB, Size: 4" or 6" x 36" x 5/8" Thk. DOUBLE BEVELED THRESHOLD.	
Base Tile Trim	Base	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Cove Base Trim, A3401	
Wall Tile @ Full Ht., per Elev. 3 / A1-51.6	Wall	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Field Tile	
FACULTY RESTROOM (1-120); Ref: 3 / A1-45.1		BLDG. 1 - 1ST FLOOR	$ 10,025.00
Floor Tile	Floor	Assume: DALTILE: KEYSTONES: Color: TBD (Ref: Color GRP. 1 or 2 Only), Matte Finish, Size: 2" x 2" Mosaic Field Tile	
Floor Transition / Threshold	Threshold	Assume: TYP. PRE-FAB STONE THRESHOLD, Daltile: THRESHOLD: Color: TDB, Size: 4" or 6" x 36" x 5/8" Thk. DOUBLE BEVELED THRESHOLD.	
Base Tile Trim	Base	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Cove Base Trim, A3401	
Wall Tile @ Full Ht., per Elev. 3 / A1-51.6 Sim.	Wall	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Field Tile	
BOYS RESTROOM (1-132); Ref: 1 / A1-45.2		BLDG. 1 - 1ST FLOOR	$ 33,545.00
Floor Tile	Floor	Assume: DALTILE: KEYSTONES: Color: TBD (Ref: Color GRP. 1 or 2 Only), Matte Finish, Size: 2" x 2" Mosaic Field Tile	
Floor Transition / Threshold	Threshold	Assume: TYP. PRE-FAB STONE THRESHOLD, Daltile: THRESHOLD: Color: TDB, Size: 4" or 6" x 36" x 5/8" Thk. DOUBLE BEVELED THRESHOLD.	
Base Tile Trim	Base	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Cove Base Trim, A3401	
Wall Tile @ Full Ht., per Elev. 1 / A1-51.7	Wall	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Field Tile	
Wall Tile - Edge / Corner Trim	Wall BN	Assume: DALTILE: COLOR WHEEL CLASSIC: Color:TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Bullnose Tile Trim, S4449	
GIRLS RESTROOM (1-134); Ref: 1 / A1-45.2		BLDG. 1 - 1ST FLOOR	$ 33,545.00
Floor Tile	Floor	Assume: DALTILE: KEYSTONES: Color: TBD (Ref: Color GRP. 1 or 2 Only), Matte Finish, Size: 2" x 2" Mosaic Field Tile	
Floor Transition / Threshold	Threshold	Assume: TYP. PRE-FAB STONE THRESHOLD, Daltile: THRESHOLD: Color: TDB, Size: 4" or 6" x 36" x 5/8" Thk. DOUBLE BEVELED THRESHOLD.	
Base Tile Trim	Base	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Cove Base Trim, A3401	
Wall Tile @ Full Ht., per Elev. 2 / A1-51.7	Wall	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Field Tile	
Wall Tile - Edge / Corner Trim	Wall BN	Assume: DALTILE: COLOR WHEEL CLASSIC: Color:TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Bullnose Tile Trim, S4449	
GIRLS RESTROOM (1-211); Ref: 2 / A1-45.1		BLDG. 1 - 2ND FLOOR	$ 24,564.00
Floor Tile	Floor	Assume: DALTILE: KEYSTONES: Color: TBD (Ref: Color GRP. 1 or 2 Only), Matte Finish, Size: 2" x 2" Mosaic Field Tile	
Floor Transition / Threshold	Threshold	Assume: TYP. PRE-FAB STONE THRESHOLD, Daltile: THRESHOLD: Color: TDB, Size: 4" or 6" x 36" x 5/8" Thk. DOUBLE BEVELED THRESHOLD.	
Base Tile Trim	Base	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Cove Base Trim, A3401	
Wall Tile @ Full Ht., per Elev. 1 / A1-51.6 Sim.	Wall	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Field Tile	
Wall Tile - Edge / Corner Trim	Wall BN	Assume: DALTILE: COLOR WHEEL CLASSIC: Color:TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Bullnose Tile Trim, S4449	

Certified Tile and Stone, Inc.
Custom & Commercial · LIC. # 1076945
14557 Calvert Street, Van Nuys, CA 91411
Tel: 818-785-4088
Fax:818-785-4059

Bid No.: 10704
Date : 10/31/25

REVISED PROPOSAL
TILE WORKS

Submitted To

Name: Viola Constructors Inc. Attn.: Viola Estimating
Address: 5811 Olivas Park Drive, Suite 204
City: Ventura CA ZIP 93003
Phone: 805-487-3871 Fax: 805-487-3870

Job Information

Job Name: OXNARD SCHOOL DISTRICT - FREMONT MIDDLE SCHOOL RECONSTRUCTION
Address: 1130 North M Street
City: Oxnard CA ZIP 93030
Phone: Fax:

BOYS RESTROOM (1-213); Ref: 2 / A1-45.1		BLDG. 1 - 2ND FLOOR	$ 24,595.00
Floor Tile	Floor	Assume: DALTILE: KEYSTONES: Color: TBD (Ref: Color GRP. 1 or 2 Only), Matte Finish, Size: 2" x 2" Mosaic Field Tile	
Floor Transition / Threshold	Threshold	Assume: TYP. PRE-FAB STONE THRESHOLD, Daltile: THRESHOLD: Color: TDB, Size: 4" or 6" x 36" x 5/8" Thk. DOUBLE BEVELED THRESHOLD.	
Base Tile Trim	Base	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Cove Base Trim, A3401	
Wall Tile @ Full Ht., per Elev. 2 / A1-51.6 Sim.	Wall	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Field Tile	
Wall Tile - Edge / Corner Trim	Wall BN	Assume: DALTILE: COLOR WHEEL CLASSIC: Color:TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Bullnose Tile Trim, S4449	
BOYS RESTROOM (1-223); Ref: 2 / A1-45.2		BLDG. 1 - 2ND FLOOR	$ 33,592.00
Floor Tile	Floor	Assume: DALTILE: KEYSTONES: Color: TBD (Ref: Color GRP. 1 or 2 Only), Matte Finish, Size: 2" x 2" Mosaic Field Tile	
Floor Transition / Threshold	Threshold	Assume: TYP. PRE-FAB STONE THRESHOLD, Daltile: THRESHOLD: Color: TDB, Size: 4" or 6" x 36" x 5/8" Thk. DOUBLE BEVELED THRESHOLD.	
Base Tile Trim	Base	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Cove Base Trim, A3401	
Wall Tile @ Full Ht., per Elev. 1 / A1-51.7	Wall	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Field Tile	
Wall Tile - Edge / Corner Trim	Wall BN	Assume: DALTILE: COLOR WHEEL CLASSIC: Color:TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Bullnose Tile Trim, S4449	
GIRLS RESTROOM (1-225); Ref: 2 / A1-45.2		BLDG. 1 - 2ND FLOOR	$ 33,592.00
Floor Tile	Floor	Assume: DALTILE: KEYSTONES: Color: TBD (Ref: Color GRP. 1 or 2 Only), Matte Finish, Size: 2" x 2" Mosaic Field Tile	
Floor Transition / Threshold	Threshold	Assume: TYP. PRE-FAB STONE THRESHOLD, Daltile: THRESHOLD: Color: TDB, Size: 4" or 6" x 36" x 5/8" Thk. DOUBLE BEVELED THRESHOLD.	
Base Tile Trim	Base	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Cove Base Trim, A3401	
Wall Tile @ Full Ht., per Elev. 2 / A1-51.7	Wall	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Field Tile	
Wall Tile - Edge / Corner Trim	Wall BN	Assume: DALTILE: COLOR WHEEL CLASSIC: Color:TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Bullnose Tile Trim, S4449	
PRESENTING / SERVING (2-102); Ref: 1 / A2-41.2		BLDG. 2 - GYM / MPR	$ 47,423.00
Floor Tile	QT	Assume: DALTILE: QUARRY TILE: Color: TBD (Ref: Color GRP. 1 or 2), Standard / Matte Finish, Size: 6" x 6" Field Tile	
Floor Transition / Threshold	Threshold	Assume: TYP. PRE-FAB STONE THRESHOLD, Daltile: THRESHOLD: Color: TDB, Size: 4" or 6" x 36" x 5/8" Thk. DOUBLE BEVELED THRESHOLD.	
Base Tile Trim	QTB	Assume: DALTILE: QUARRY TILE: Color: TBD (Ref: Color GRP. 1 or 2), Standard / Matte Finish, Size: 5" x 6" Cove Base Trim, Q3565	
Base Tile Trim - In Corner	QTB In	Assume: DALTILE: QUARRY TILE: Color: TBD (Ref: Color GRP. 1 or 2), Standard / Matte Finish, Size: 1" x 5" Cove Base Trim - In Corner, QB3565	
Base Tile Trim - Out Corner	QTB Out	Assume: DALTILE: QUARRY TILE: Color: TBD (Ref: Color GRP. 1 or 2), Standard / Matte Finish, Size: 5" x 6" Cove Base Trim - Out Corner, QCL/R3565	
P. E. STAFF RESTROOM (2-104); Ref: 1 / A2-41.1		BLDG. 2 - GYM / MPR	$ 11,175.00
Floor Tile	Floor	Assume: DALTILE: KEYSTONES: Color: TBD (Ref: Color GRP. 1 or 2 Only), Matte Finish, Size: 2" x 2" Mosaic Field Tile	
Floor Transition / Threshold	Threshold	Assume: TYP. PRE-FAB STONE THRESHOLD, Daltile: THRESHOLD: Color: TDB, Size: 4" or 6" x 36" x 5/8" Thk. DOUBLE BEVELED THRESHOLD.	

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Bid No.: 10704
Date : 10/31/25

REVISED PROPOSAL
TILE WORKS

Submitted To

Name: Viola Constructors Inc. Attn.: Viola Estimating
Address: 5811 Olivas Park Drive, Suite 204
City: Ventura CA ZIP 93003
Phone: 805-487-3871 Fax: 805-487-3870

Job Information

Job Name: OXNARD SCHOOL DISTRICT - FREMONT MIDDLE SCHOOL RECONSTRUCTION
Address: 1130 North M Street
City: Oxnard CA ZIP 93030
Phone: Fax:

Base Tile Trim	Base	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Cove Base Trim, A3401	
Wall Tile @ Full Ht., 8'-0" Ft. (Assume)	Wall	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Field Tile	
GIRLS RESTROOM (2-108); Ref: 1 / A2-41.1		BLDG. 2 - GYM / MPR	$ 23,061.00
Floor Tile	Floor	Assume: DALTILE: KEYSTONES: Color: TBD (Ref: Color GRP. 1 or 2 Only), Matte Finish, Size: 2" x 2" Mosaic Field Tile	
Floor Transition / Threshold	Threshold	Assume: TYP. PRE-FAB STONE THRESHOLD, Daltile: THRESHOLD: Color: TDB, Size: 4" or 6" x 36" x 5/8" Thk. DOUBLE BEVELED THRESHOLD.	
Base Tile Trim	Base	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Cove Base Trim, A3401	
Wall Tile @ Full Ht., per Elev. 3 / A2-51.1	Wall	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Field Tile	
BOYS RESTROOM (2-108); Ref: 1 / A2-41.1		BLDG. 2 - GYM / MPR	$ 23,061.00
Floor Tile	Floor	Assume: DALTILE: KEYSTONES: Color: TBD (Ref: Color GRP. 1 or 2 Only), Matte Finish, Size: 2" x 2" Mosaic Field Tile	
Floor Transition / Threshold	Threshold	Assume: TYP. PRE-FAB STONE THRESHOLD, Daltile: THRESHOLD: Color: TDB, Size: 4" or 6" x 36" x 5/8" Thk. DOUBLE BEVELED THRESHOLD.	
Base Tile Trim	Base	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Cove Base Trim, A3401	
Wall Tile @ Full Ht., per Elev. 4 / A2-51.1	Wall	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Field Tile	
P. E. STAFF RESTROOM (2-114); Ref: 1 / A2-41.1		BLDG. 2 - GYM / MPR	$ 11,578.00
Floor Tile	Floor	Assume: DALTILE: KEYSTONES: Color: TBD (Ref: Color GRP. 1 or 2 Only), Matte Finish, Size: 2" x 2" Mosaic Field Tile	
Floor Transition / Threshold	Threshold	Assume: TYP. PRE-FAB STONE THRESHOLD, Daltile: THRESHOLD: Color: TDB, Size: 4" or 6" x 36" x 5/8" Thk. DOUBLE BEVELED THRESHOLD.	
Base Tile Trim	Base	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Cove Base Trim, A3401	
Wall Tile @ Full Ht., 8'-0" Ft. (Assume)	Wall	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Field Tile	
PREP (2-115) / WARE-WASH (2-116) / COOKING (2-117); Ref: 3 / A2-41.3		BLDG. 2 - GYM / MPR	$ 63,549.00
Floor Tile	QT	Assume: DALTILE: QUARRY TILE: Color: TBD (Ref: Color GRP. 1 or 2), Standard / Matte Finish, Size: 6" x 6" Field Tile	
Floor Transition / Threshold	Threshold	Assume: TYP. PRE-FAB STONE THRESHOLD, Daltile: THRESHOLD: Color: TDB, Size: 4" or 6" x 36" x 5/8" Thk. DOUBLE BEVELED THRESHOLD.	
Base Tile Trim	QTB	Assume: DALTILE: QUARRY TILE: Color: TBD (Ref: Color GRP. 1 or 2), Standard / Matte Finish, Size: 5" x 6" Cove Base Trim, Q3565	
Base Tile Trim - In Corner	QTB In	Assume: DALTILE: QUARRY TILE: Color: TBD (Ref: Color GRP. 1 or 2), Standard / Matte Finish, Size: 1" x 5" Cove Base Trim - In Corner, QB3565	
Base Tile Trim - Out Corner	QTB Out	Assume: DALTILE: QUARRY TILE: Color: TBD (Ref: Color GRP. 1 or 2), Standard / Matte Finish, Size: 5" x 6" Cove Base Trim - Out Corner, QCL/R3565	
Wall Tile @ Full Ht., 9'-0" Ft. (Assume) per RCP	Wall	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Field Tile	
Wall Tile - Edge / Corner Trim	Wall BN	Assume: DALTILE: COLOR WHEEL CLASSIC: Color:TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Bullnose Tile Trim, S4449	

1876

Certified Tile and Stone, Inc.

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Bid No.: 10704
Date : 10/31/25

REVISED PROPOSAL
TILE WORKS

Submitted To

Name	**Viola Constructors Inc.**	Attn.:	**Viola Estimating**		
Address	**5811 Olivas Park Drive, Suite 204**				
City	**Ventura**	CA	ZIP **93003**		
Phone	**805-487-3871**	Fax	**805-487-3870**		

Job Information

Job Name	**OXNARD SCHOOL DISTRICT - FREMONT MIDDLE SCHOOL RECONSTRUCTION**				
Address	**1130 North M Street**				
City	**Oxnard**	**CA**	ZIP **93030**		
Phone		Fax			

WORK STATION (2-118) / LOCKER (2-119); Ref: 3 / A2-41.3		BLDG. 2 - GYM / MPR	$ 5,103.00
Floor Tile	QT	Assume: DALTILE: QUARRY TILE: Color: TBD (Ref: Color GRP. 1 or 2), Standard / Matte Finish, Size: 6" x 6" Field Tile	
Floor Transition / Threshold	Threshold	Assume: TYP. PRE-FAB STONE THRESHOLD, Daltile: THRESHOLD: Color: TDB, Size: 4" or 6" x 36" x 5/8" Thk. DOUBLE BEVELED THRESHOLD.	
Base Tile Trim	QTB	Assume: DALTILE: QUARRY TILE: Color: TBD (Ref: Color GRP. 1 or 2), Standard / Matte Finish, Size: 5" x 6" Cove Base Trim, Q3565	
Base Tile Trim - In Corner	QTB In	Assume: DALTILE: QUARRY TILE: Color: TBD (Ref: Color GRP. 1 or 2), Standard / Matte Finish, Size: 1" x 5" Cove Base Trim - In Corner, QB3565	
Base Tile Trim - Out Corner	QTB Out	Assume: DALTILE: QUARRY TILE: Color: TBD (Ref: Color GRP. 1 or 2), Standard / Matte Finish, Size: 5" x 6" Cove Base Trim - Out Corner, QCL/R3565	
UNISEX RESTROOM (2-120); Ref: 3 / A2-41.3		BLDG. 2 - GYM / MPR	$ 9,418.00
Floor Tile	QT	Assume: DALTILE: QUARRY TILE: Color: TBD (Ref: Color GRP. 1 or 2), Standard / Matte Finish, Size: 6" x 6" Field Tile	
Floor Transition / Threshold	Threshold	Assume: TYP. PRE-FAB STONE THRESHOLD, Daltile: THRESHOLD: Color: TDB, Size: 4" or 6" x 36" x 5/8" Thk. DOUBLE BEVELED THRESHOLD.	
Base Tile Trim	QTB	Assume: DALTILE: QUARRY TILE: Color: TBD (Ref: Color GRP. 1 or 2), Standard / Matte Finish, Size: 5" x 6" Cove Base Trim, Q3565	
Wall Tile @ Full Ht., 8'-0" Ft. (Assume)	Wall	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Field Tile	
DRY STORAGE (2-121); Ref: 3 / A2-41.3		BLDG. 2 - GYM / MPR	$ 4,456.00
Floor Tile	QT	Assume: DALTILE: QUARRY TILE: Color: TBD (Ref: Color GRP. 1 or 2), Standard / Matte Finish, Size: 6" x 6" Field Tile	
Floor Transition / Threshold	Threshold	Assume: TYP. PRE-FAB STONE THRESHOLD, Daltile: THRESHOLD: Color: TDB, Size: 4" or 6" x 36" x 5/8" Thk. DOUBLE BEVELED THRESHOLD.	
Base Tile Trim	QTB	Assume: DALTILE: QUARRY TILE: Color: TBD (Ref: Color GRP. 1 or 2), Standard / Matte Finish, Size: 5" x 6" Cove Base Trim, Q3565	
Base Tile Trim - In Corner	QTB In	Assume: DALTILE: QUARRY TILE: Color: TBD (Ref: Color GRP. 1 or 2), Standard / Matte Finish, Size: 1" x 5" Cove Base Trim - In Corner, QB3565	
MENS RESTROOM (2-131); Ref: 1 / A2-41.4		BLDG. 2 - GYM / MPR	$ 29,052.00
Floor Tile	Floor	Assume: DALTILE: KEYSTONES: Color: TBD (Ref: Color GRP. 1 or 2 Only), Matte Finish, Size: 2" x 2" Mosaic Field Tile	
Floor Transition / Threshold	Threshold	Assume: TYP. PRE-FAB STONE THRESHOLD, Daltile: THRESHOLD: Color: TDB, Size: 4" or 6" x 36" x 5/8" Thk. DOUBLE BEVELED THRESHOLD.	
Base Tile Trim	Base	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Cove Base Trim, A3401	
Wall Tile @ Full Ht., per Elev. 2 / A2-51.1	Wall	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Field Tile	
Wall Tile - Edge / Corner Trim	Wall BN	Assume: DALTILE: COLOR WHEEL CLASSIC: Color:TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Bullnose Tile Trim, S4449	
WOMENS RESTROOM (2-133); Ref: 1 / A2-41.4		BLDG. 2 - GYM / MPR	$ 26,747.00
Floor Tile	Floor	Assume: DALTILE: KEYSTONES: Color: TBD (Ref: Color GRP. 1 or 2 Only), Matte Finish, Size: 2" x 2" Mosaic Field Tile	
Floor Transition / Threshold	Threshold	Assume: TYP. PRE-FAB STONE THRESHOLD, Daltile: THRESHOLD: Color: TDB, Size: 4" or 6" x 36" x 5/8" Thk. DOUBLE BEVELED THRESHOLD.	
Base Tile Trim	Base	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Cove Base Trim, A3401	
Wall Tile @ Full Ht., per Elev. 1 / A2-51.1	Wall	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Field Tile	

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REVISED PROPOSAL
TILE WORKS

Submitted To

Name: Viola Constructors Inc. Attn.: Viola Estimating
Address: 5811 Olivas Park Drive, Suite 204
City: Ventura CA ZIP 93003
Phone: 805-487-3871 Fax: 805-487-3870

Job Information

Job Name: OXNARD SCHOOL DISTRICT - FREMONT MIDDLE SCHOOL RECONSTRUCTION
Address: 1130 North M Street
City: Oxnard CA ZIP 93030
Phone: Fax:

Wall Tile - Edge / Corner Trim	Wall BN	Assume: DALTILE: COLOR WHEEL CLASSIC: Color:TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Bullnose Tile Trim, S4449	
HEALTH RESTROOM (3-112); Ref: 6 / A3-41.2		BLDG. 3 - ADMIN	$ 8,780.00
Floor Tile	Floor	Assume: DALTILE: KEYSTONES: Color: TBD (Ref: Color GRP. 1 or 2 Only), Matte Finish, Size: 2" x 2" Mosaic Field Tile	
Floor Transition / Threshold	Threshold	Assume: TYP. PRE-FAB STONE THRESHOLD, Daltile: THRESHOLD: Color: TDB, Size: 4" or 6" x 36" x 5/8" Thk. DOUBLE BEVELED THRESHOLD.	
Base Tile Trim	Base	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Cove Base Trim, A3401	
Wall Tile @ Full Ht., per Elev. 1 / A3-51.6	Wall	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Field Tile	
UNISEX RESTROOM (3-115); Ref: 1 / A3-41.2		BLDG. 3 - ADMIN	$ 10,366.00
Floor Tile	Floor	Assume: DALTILE: KEYSTONES: Color: TBD (Ref: Color GRP. 1 or 2 Only), Matte Finish, Size: 2" x 2" Mosaic Field Tile	
Floor Transition / Threshold	Threshold	Assume: TYP. PRE-FAB STONE THRESHOLD, Daltile: THRESHOLD: Color: TDB, Size: 4" or 6" x 36" x 5/8" Thk. DOUBLE BEVELED THRESHOLD.	
Base Tile Trim	Base	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Cove Base Trim, A3401	
Wall Tile @ Full Ht., per Elev. 1 / A3-51.6	Wall	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Field Tile	
UNISEX RESTROOM (3-117); Ref: 1 / A3-41.2		BLDG. 3 - ADMIN	$ 10,366.00
Floor Tile	Floor	Assume: DALTILE: KEYSTONES: Color: TBD (Ref: Color GRP. 1 or 2 Only), Matte Finish, Size: 2" x 2" Mosaic Field Tile	
Floor Transition / Threshold	Threshold	Assume: TYP. PRE-FAB STONE THRESHOLD, Daltile: THRESHOLD: Color: TDB, Size: 4" or 6" x 36" x 5/8" Thk. DOUBLE BEVELED THRESHOLD.	
Base Tile Trim	Base	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Cove Base Trim, A3401	
Wall Tile @ Full Ht., per Elev. 1 / A3-51.6	Wall	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Field Tile	
UNISEX RESTROOM (3-119); Ref: 1 / A3-41.2		BLDG. 3 - ADMIN	$ 10,366.00
Floor Tile	Floor	Assume: DALTILE: KEYSTONES: Color: TBD (Ref: Color GRP. 1 or 2 Only), Matte Finish, Size: 2" x 2" Mosaic Field Tile	
Floor Transition / Threshold	Threshold	Assume: TYP. PRE-FAB STONE THRESHOLD, Daltile: THRESHOLD: Color: TDB, Size: 4" or 6" x 36" x 5/8" Thk. DOUBLE BEVELED THRESHOLD.	
Base Tile Trim	Base	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Cove Base Trim, A3401	
Wall Tile @ Full Ht., per Elev. 1 / A3-51.6	Wall	Assume: DALTILE: COLOR WHEEL CLASSIC: Color: TBD (Ref: Color GRP. 1 or 2 Only), Semi-Gloss, Size: 4-1/4" x 4-1/4" Field Tile	
WATERPROOFING - All Restroom FLOOR Tiled Area	WP-F	Provide Waterproofing Works (Laticrete: HYDROBAN / CBP: REDGARD) for All Restroom / Toilet Floor Tiled Areas	$ 28,140.00
WATERPROOFING - All Quarry FLOOR Tiled Area	WP-F2	Provide Waterproofing / Anti-Fracture Membrane Works (Laticrete: HYDROBAN / CBP: REDGARD) for All Quarry / Other Floor Tiled Areas	$ 15,090.00
CEMENT FLOATING - All New FLOOR Tiled Area	Float	Provide Floating/Cement Works / Sloping Work for up to 1-1/2" Thickness for New Floor Tiled Areas	$ 55,940.00
EPOXY GROUTS	Epoxy	To Use EPOXY GROUTS in liue of the Regular/Standard Grout for all the Tiled Areas	$ 67,700.00

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Phone	**805-487-3871**	Fax	**805-487-3870**		

Job Information

Job Name	**OXNARD SCHOOL DISTRICT - FREMONT MIDDLE SCHOOL RECONSTRUCTION**				
Address	**1130 North M Street**				
City	**Oxnard**	**CA**	ZIP **93030**		
Phone		Fax			

MATERIAL HOISTING	Hoist	Cost for Material (Tile/Stone & Rough Materials) Hoisting	$ 10,000.00
		TOTAL	**$ 744,063.00**

NOTES:

1. Floor Tiles will be installed by Thin-Set Method over Cement Mortar, leveling / cement floating are included.
2. Wall Tiles will be installed by Thin-Set Method over Cement Board, cement floating / patching not included.
3. There is no demolition job included in the estimate.
4. Work is figured to be done in one phase only, during regular working hours, 8am to 5pm, Monday to Friday, excluding Holidays, Weekend and Overtime. Trip Charges will apply otherwise.
5. Please note that we may require a 50% Down Payment or Full Payment will be required for any special order Tile / Stone Material, or for suppliers that do not accept joint check agreement.
6. Allow a typical lead time of 6-8 weeks from date of placing the order for the Tile & Stone Materials.
7. Material Prices are subject to change if and when there is a Tax/Tariff increase, Change in Quanity or Supplier issue material price increases.
8. Upon Apporvals, Materials placed on Order and Stored for more than 3 Months may be subjected to Storage Fees (As determined by the Vendors).
8. Allowing direct deliveries to Job-Sites for Project Tile / Rough Materials; unless otherwise noted.
9. Certified Tile Inc. is entitled to purchase material from supplier of its own choice or directly from the source.
10. Parking figured for Certified Tile Inc.'s Crews are to be provided at the jobsite.
11. This proposal is based on the estimate taken from the Architectural Plans (Addendum 1) and Addedums #1 (10/22/2025) of OXNARD SCHOOL DISTRICT - FREMONT MIDDLE SCHOOL RECONSTRUCTION at Oxnard, CA dated 10/22/2025, prepared by SVA ARCHITECTS.
12. Performance or payment bond are not included.
13. Proposal is valid for 90 Days.

INCLUSIONS:

1. Regular / Standard Grouts were considered in the base bid, No Epoxy Grouts.
2. Waterproofing / Anti-Fracture Membrane Works (Laticrete: HYDROBAN / CBP: REDGARD / Mapei: AQUADEFENSE) for All New FLOOR Tiled Areas are included in the base bid.

EXCLUSIONS (U.O.N. above):

1. Shop Drawings are not included in the base bid.
2. Cement Backer Board / Wonder Boards are to be supply & install by others.
3. Scratch & Browning Works are not included, it is assumed to be done by others.
4. Scaffoldings are not included in the base bid there are to be provided by others.
5. Wall Taping shall be done by Gypsum / Cement Board Contractor
6. Basic / Minor Floor Prep only involves Minor Floor Patching. Methods like Grinding, Bead Blasting & Floating works are not considered and are subject for extra cost. Unless Noted.
7. Water proofing, anti-fracture membrane and Sealer are not included in the base bid. Unless Noted.

OPTIONS (NOT PART OF BASE BID):

1	To include / provide an application of 1 Coat Clear Penetrating Sealer for All Wall Tiled Areas, we'll need an additional cost	**$ 12,100.00**
2	To provide the Tile Installation work during Off-Hour / Night Shift, we'll need an additional cost	**$ 59,450.00**

ALTERNATES (NOT PART OF BASE BID):

1	For the QUARRY TILE FLOOR, If we were to use or utilize the Abrasive Finish for all the 6" x 6" Floor Tile, in lieu of the Regular / Matte Finish, we'll need an additional cost	**$ 3,285.00**

All the above work to be completed in a substantial and workmanlike manner according to standard practice for the sum of

BASE BID = $ 744,063 (Seven Hundred Forty Four Thousand Sixty Three Dollars)

Prepared By: Neal Ryan A. Santos
ryan@certifiedtileinc.com

1879

Certified Tile and Stone, Inc.

Custom & Commercial · LIC. # 1076945
14557 Calvert Street, Van Nuys, CA 91411
Tel: 818-785-4088
Fax:818-785-4059

Bid No.: 10704
Date : 10/31/25

REVISED PROPOSAL
TILE WORKS

Submitted To				Job Information			
Name	Viola Constructors Inc.	Attn.:	Viola Estimating	Job Name	OXNARD SCHOOL DISTRICT - FREMONT MIDDLE SCHOOL RECONSTRUCTION		
Address	5811 Olivas Park Drive, Suite 204			Address	1130 North M Street		
City	Ventura CA	ZIP	93003	City	Oxnard CA	ZIP	93030
Phone	805-487-3871	Fax	805-487-3870	Phone		Fax	

Proposal Accepted and Approved by : _____ Date : _____

1880

Acoustical Ceilings

Elljay Acoustics, Inc.

INTERIOR SYSTEMS CONTRACTORS

9975 Toldeo Way Ste. 100
Irvine, CA 92618
Phone (714) 961-1173 FAX (714) 961-1586

Since 1966

License No. 1082089
DIR No. 1000830324

ATTENTION: Estimating **DATE:** 10/30/2025

PROJECT: Fremont Middle School Reconstruction

BID PROPOSAL

UNION	YES
MBE, WBE, DVBE	NO
FURNISHED & INSTALLED	YES
PER PLANS & SPECS	YES

ADDENDUM NOTED: 1

BOND INCLUDED: ____ (YES) / X (NO) **RATE:** 1.5 %

SECTION: 095100 Acoustical Ceilings
097720 Fabric Wrapped Panels

*** **BASE BID, TAX INCLUDED**		$ 549,947.00
- ALTERNATE #	____	
- ALTERNATE #	____	
- ALTERNATE #	____	$ -

"QUALIFICATIONS"

1. Bid valid sixty (90) days from bid date.
2. Safety wires for 2x2 and 2x4 recessed light fixtures and air registers are included (two wires per fixture).
3. All grid and tile to be installed prior to finish flooring and furniture. If not, add $1 SF for affected areas.
4. Bid includes Grid: ACT-1, ACT-2, AWP, Diffusers and Tectum in color (White)
5. Adding 1" insulation per detail 3 on A-63.2
6. Any and all demo is excluded from this proposal.

Respectfully submitted,

Elljay Acoustics, Inc.

Eddie Torres

Premier DRYWALL
A Division of Pre Con Industries, Inc.

License # 809679
PO Box 5728
Santa Maria, CA 93456-5728
Toll free: 1-800-928-6650
Direct: 1-805-928-3397
Fax: 1-805-928-0977
License #809679

BID PROPOSAL

7549

PROPOSAL SUBMITTED TO:

Viola (Name) — Estimator (Attention)

(Address)

(City, State, Zip)

(Phone) (Fax)

WORK TO BE PERFORMED AT:

Fremont Middle School Reconstructon (Name)

1130 North M Street (Address)

Oxnard, CA 93030 (City, State, Zip)

Spec Sections

We hereby propose to furnish all materials and necessary equipment, and perform all labor necessary to complete the following work:

Complete Gypsum board & Metal framing proposal

Includes: Light gauge metal framing at interior drop ceilings and soffits
- **(1) Layer of 5/8" type X gypsum at interior walls as per sheet A63.1**
- **(2) Layers of 5/8" type X gypsum at interior walls as per A63.1**
- **(1) Layer of Ballistic Level 1 panles at (13F walls) as per A63.1**
- **(1) Layers of 5/8" type X over resilient channel above drop ceilings and ACT assemblies (bldg 1 on 1st floor only)**
- **(1) Layer of 5/8" glassmat sheathing at tile locations (as per finish schedules and interior elevations)**
- **(1) Layer of 5/8" glassmat sheathing at exterior walls under siding**
- **Level 1 finish above drop ceilings, soffits, utility rooms, and equipment rooms**
- **Level 4 "smooth" finish at all other exposed interior gypsum board**
- **Fire caulking at rated walls**
- **Acoustical ceilings as per RCPs and specs "ACT1 & ACT2"**

OPTION #1: Remove ACTs from base bid subtract - $585,250.00

Exclusions:Parking fees, reveal metals, flashing, exterior sheathing other than noted above, providing expansion joints, patching, additional caulking, dimensional metals, water-proofing, plywood sheathing, primers, wood framing, additional backing other than nothed above, insulation, roof work, masking/floor protection, water, power, night/weekend work, prevailing wages, over time wages.

Option: SLO county builder recycle program, an additional $150.00. (Please initial)

All pricing will be reviewed and adjusted if necessary for material price increases quarterly from date of proposal
All material is guaranteed to be as specified above and the above work to be performed in accordance with the drawings, for the sum of:

$2,084,531.00 with payments to be made as follows: Progressive billing, Net upon completion

Addendums 1 Date of Plans: 01/17/2025

TERMS: All invoices due 10 days from receipt. A finance charge of 1 1/2% per month (APR of 18%) will be charged on past due balances over 10 days.

All work to be completed in a workmanlike manner according to per standard practices. Any 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. Attorney & expert fees are assumed to the prevailing party. Water & Electricity to be provided by the General Contractor onsite. Any additional insurance endorsements to be paid by owner. All work to be presumed from 7:00AM to 5:00PM unless other wise noted in scope.

Note: This proposal will be withdrawn by us if not accepted within 60 days

Respectfully submitted,

DATE: 10/30/2025

ACCEPTANCE OF PROPOSAL

You are hereby authorized to furnish all material, equipment and labor required to complete the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms therefore.

(Date) (Owner/Contractor)

<BIDPROP.FT2>

31129 Via Colinas #702 Westlake Village, CA 91362
Tel (818) 707-3508 Fax (818) 707-3509
Contractors License # C2-739826 Exp. 8/31/2027
DIR# 1000004361 Exp. 6/30/2026
DZEST@MSN.COM & Raymond.PrimeAcoustics@gmail.com
WWW.PRIMEACOUSTICSCEILINGS.COM

Bid Proposal

Bid Date: **10/30/2025**

Project Name: **Fremont Middle School**

Project Location: **Oxnard, CA**

Section Bidding: Acoustical Ceilings #095100 **$314,600**

1: Estimated sqft: **38,500** **(ACT-1)**
New 2' x 4' 15/16" Grid with Fine Fissured Schoolzone Tile #1914 Color: White

2: Estimated sqft: **6,500** **(ACT-2)**
New 2' x 2' 15/16" Grid with Fine Fissured Schoolzone Tile #1914 Color: White

Note: Specs nor Finished Schedule list types of Grid & Tile

Section Bidding: Tectum **$384,400**

1: Estimated sqft: **10,300** **(Keynote 211)**
New 2' x 8' x 2" Direct Attached Tectum installed on 1-1/2"x20ga Hat Channel Color: Natural

2: Estimated sqft: **2,650** **(Keynote 123 & 123.1)**
New 2' x 8' x 1" Direct Attached Tectum installed Direct to Wall Color: Natural

Note: No Specs provided

Total Price: **Six Hundred Ninety Nine Thousand Dollars $ 699,000.00**
Price Good for **60** days

Included:	**Exclusions:**
2 wires per light fixture lay-in grid	HVAC Wire
Furnished and Install	Insulation
Tax Included	Demolition
Insurance/ Worker Comp	Bond
Addendum Noted – 1	Soffits
Plans Dated – 1.17.25	**After Hours Work**
Prevailing Wages	

Submitted By: Raymond Buensuceso
(818) 707-3508

Fremont Middle School Reconstruction

License #: 585006 (C2)
DIR #: 1000004348

October 30, 2025

Prepared By:
JHN Inc. dba Coustic-Glo
950 Enchanted Way Suite 109
Simi Valley, California 93065
805-306-8000
david@cousticglo.net

Prepared For:
Viola Inc
Viola Estimating
San Clemente, CA 92672
805-487-3871 ext. 203
estimating@violainc.com

Acoustical Scope

ACT | 2x4' CALLA #2821 (5,935 sf)	$619,695
ACT | 2x2' CALLA #2820 (35,060 sf)	$125,265
Geometric Wall Sound Diffuser | Conwed Pyramidal Wall Diffuser (390 sf)	$24,035
Sound Absorptive Acoustical Wall Panel | Conwed 2" Respond-A (420 sf)	$19,926
Tectum Ceiling Panels (9,150 sf)	$319,071
Tectum Wall Panels (2,350 sf)	$87,485
Proposal Total	**$1,195,477**

Products listed in this proposal are qualified to the best of our knowledge based on the information available. Specifications and finish legend details were not fully provided or defined at the time of bidding.

Terms and Conditions
We require a 5% billing against our contract at the time of submittal approval. A material deposit will be required to initiate procurement and secure lead times for the Conwed materials.

EXCLUSIONS: Demolition; Shop drawings; Engineering; Curtain Track supports (if any); Dumpsters, Parking; Blocking; Axiom trim; Acoustic sealant; Supports for pendant lights; Wires for other trades other than 2 slack wires for flush mounted lights, speakers, HVAC Diffusers & Returns; Painting; Insulation above ceilings.

If furniture and casework is moved into the space prior to our completion in a room a $5.00/SF out-of-sequence fee for that room will be due to us for lost production due to working around these interruptions.

If there are questions please contact: David Manukyan @ 747-365-9584 or david@cousticglo.net
CousticGlo has been decorating California since 1985, please review recent projects on our website: www.cousticglo.net

Signature
Viola Inc

Resilient Flooring

Capitol Carpet Co, Inc.
Tel: (818) 783-6733
Fax: (818) 783-7539
License # 990717
DIR # 1000578657

CAPITOL CARPET
FLOOR COVERING

Proposal / Contract #8931-1

Via e-mail: estimating@violainc.com			**Proposal Date**: 10/30/2025
Submitted to: Viola Inc.			
Address: 5811 Olivas Park Drive			**Phone**: 805-487-3871
City: Ventura			**Fax:**
St: CA	93003	**Attn:** Estimating Department	
Project Name: Fremont Middle School			**Phone:**
Project Address: 1130 North M Street			**Fax:**
City: Oxnard			
St: CA	**Zip:** 93030	Prevailing Wage/PLA Proposal	

HVT Flooring – Per Spec Section #09 65 20 Furnish Install throughout classrooms 48,000 SF	$376,000.00
CPT-1 – Tarkett Per Specs – Per Spec Section #09 68 10 Furnish Install at offices 415 SY	$20,750.00
Resilient Base Tarkett Per Specs Furnish install throughout perimeter 9,000 LF	$18,920.00
RAF- Rubber Athletic Flooring Per Spec Section #09 65 66 Per Specs Furnish Install at MPR Gym 8,900 SF	$88,000.00

Proposal / Contract # 8931-1

Flooring Bid:	$503,670.00	TBD per Contract Balance due upon completion
Tile Bid:		

Capitol Carpet Co, Inc.
Tel: (818) 783-6733
Fax: (818) 783-7539
License # 990717
DIR # 1000578657

CAPITOL CARPET
FLOOR COVERING

Please note the following general conditions for all Capitol Carpet Co projects.

1. Floors and walls must be clean and free of debris, existing oils, solvents, or any substance that will adversely affect the adhesive and/or mortar bond.
2. Demo or removal of existing materials is N.I.C.
3. Furniture Lift/Shift &/or removal of personal property N.I.C.
4. Third party Moisture Testing is N.I.C.
5. Remediation of concrete moisture emissions if the slab does not meet the manufacturer's system limitations is N.I.C.
6. Minor floor prep only included in base bid. Minor floor prep is defined as:
   a) A final sweep to remove the fine dust that has settled after the previous Trade Contractor has scraped and swept the floor.
   b) Fill small holes and normal shrinkage or expansion cracks in the slab that are less than 1/16".
   c) Fill normal butt or keyed construction joints or zip strips.
   d) Cleaning and filling of saw cuts.

   Floor must be level, within industry standards, (1/8 inch in 10 feet is typical). All grinding of high spots are the responsibility of the general contractor. Excessive floor prep will be charged on a time and material basis.

   Exclusions:

   Removal of any drywall mud, paint, or other misc. construction debris. Cementitious skim coating or self-leveling underlayment's.

   Mechanical grinding or profiling of the substrate.
7. No vacuuming, cleaning, sealing, waxing, waterproof and/or crack isolation membrane, or protecting of finished floors.
8. Floors and walls receiving new finishes must be level and plumb within industry standards.
9. Building interior must be at serviceable temperatures (min of 65 degrees) for one week prior to, during, and following installation of finishes.
10. Temperature control, heating, cooling, or ventilation of space where our work is being performed is N.I.C.
11. General contractor is responsible for job-site conditions meeting the minimums set forth by the material manufacturers, including, but not limited to, vapor emission from the concrete slab.
12. Additional costs associated with Bonds are not included.
13. Additional work requests outside of contract work will be completed with an approved change order.
14. CCC will not be held responsible for unforeseeable conditions causing additional cost to the project.
15. Due to the COVID pandemic and Supply Chain issues, we may see schedule delays. CCC will not be responsible for these delays.

NOTE: This proposal is valid for 90 Days. **Authorized Signature:** Jay Saracyan

Lawrence W. Rosine Co.

8640 Red Oak St.
Rancho Cucamonga CA 91730
Office: 626-962-4915 ext 102
Cell: 818-336-2854
CA LIC # 173235
DIR #1000011274

Fremont Middle School Reconstruction

BILL TO	SHIP TO
Viola	Attn. Estimating Department

SKU#/ITEM NO.	AMOUNT
Moisture Testing	$7,500.00
HVT ***ALLOWANCE $5.00 SF***	$506,800.00
Carpet-***ALLOWANCE $ 5.00 SF***	$36,300.00
4" Rubber Base	$24,700.00
Total	$575,300.00

INSTRUCTION

INCLUSIONS:
1. Per plans and specifications.
2. Scope to include materials and labor.
3. Materials included in this proposal carpet, HVT & rubber base.
4. Addendum none acknowledged.
5. Bid is based off plans dated
6. Bid good for 90 days.
7. Perform work regular hours.
8. **We are Union-Prevailing Wages Applied**
9. Minor floor prep and transitions included
10. One Mobilization.
11. Materials nad labor escalated to 2028.

ADD ALTERNATE:
Major floor Prep up to 1/4" Mapei Novoplan 2 Plus $ 112,300.00
Moisture Barrier Maxxon MVP One $ 52,700.00
Floor Protection-Ramboard $ 50,000.00

EXCLUSIONS:
Removal of existing flooring
Floor leveling, major filling/preparation
Moisture blockers or membranes
Sealed concrete (SL)
Resinous flooring
Cleaning and protection
Quarry (QT)
Ceramic Tile (CT)
Resilient Athletic Flooring (RAF)

CUSTOMER ACCEPTANCE AND APPROVAL

Print Name **Signature**

Date 10/30/2025 2:43 PM

Carpet

Capitol Carpet Co, Inc.
Tel: (818) 783-6733
Fax: (818) 783-7539
License # 990717
DIR # 1000578657

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Fremont Middle School Reconstruction

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Moisture blockers or membranes
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Resinous flooring
Cleaning and protection
Quarry (QT)
Ceramic Tile (CT)
Resilient Athletic Flooring (RAF)

CUSTOMER ACCEPTANCE AND APPROVAL

Print Name **Signature**

Date 10/30/2025 2:43 PM

Fabric Wrapped Wall Panels

TECH-WALL
Acoustical & tackable
Wallcovering Surfaces

Acoustical / Tackable
SPECIALISTS
Since 1989

Date 10/29/2025

TECH-WALL proposes to furnish the necessary labor and materials on the following project:

Fremont Middle School Reconstruction

1130 North M Street, Oxnard CA 93030

Section: 10-11-00 Tack Boards

Bid Price: $95,104.00

Section: 10-11-00 Marker Board Sliders

Bid Price: $259,452.00

Section: 10-011-00 Marker Boards

Bid Price: $91,746.00

Total Combined Bid: $446,302.00

Supply & Install Vinyl Covered Tack Boards

Vinyl Covered Tack Boards to be ½ inch in Thickness made from ¼" thick cork face laminated to ¼" tempered hardboard backing with vinyl from Koroseal Wallcovering. Selected Pattern and Color To be determined Clear Anodized Aluminum J Trim will be used to match Marker Boards Trim.

Approximately 7,936 sq. ft 39 rooms 3 Bldgs.

Supply and Install Marker Board Sliders

Multi Track Sliding Full Height Marker Boards in Front of windows and closet space, Alum 2x2 Top Track with Nylon Guides, Bottom Track with double Roller Wheels, Sliding Units made with porcelain Enamel Coated Steel White Finish both sides at window areas.

37 Classrooms 3 Bldgs. with Multi Track Units

Supply and Install Marker Boards

Marker Boards to be made from 1/2 Particle Board core material. With 24-gauge Porcelain steel ceramic finish. Panel backing to be 0.005 Aluminum Foil, with clear anodized aluminum trim, continuous pen Tray and 1" map Rail with natural cork insert.

Approximately 149- 4x8 Marker Boards 1 – 4x6 Marker Board

Notes: Bid is for Vinyl Covered Tack Boards and Multi Track Sliding Full Height Marker Board Units and fixed Marker Boards Bid is per plans and Specs

---

Bid Excludes Any Backing Required for Marker Boards, Tack Boards and Marker Board Sliders

We are a UNION company ***We are Small Business Certified***

Small Business Certified #36116
Addendums noted
Bid price good for 30 days

License # 599057
Alternates affecting this bid - None
Plan Revision 5/19/2019
This bid sheet is to be included in the contract.

DIR # 1000004150
For bond add 2% to bid
TW Job #

www.tech-wall.com
Tech Wall Inc 2590 East Main Street Ste 105 Ventura, CA 93003 (805) 642-7600 (909) 546-0346

Nelson Adams NACO Inc.
420 S E St.
San Bernardino, CA 92401
Lic. 971118
PW. 1000009263
Ph:1.877.810.4080
Ph.1.909.653.3943
Sales@NelsonAdamsNaco.com
Rafael@NelsonAdamsNaco.com

QUOTE 10687

JOB TYPE:WB-VISUAL DISPLAY BOARDS
ADDENDUMS:1
PHASE: 1
DATE:

CUSTOMER PO: 0

Client: OXNARD SCHOOL DISTRICT
1051 SOUTH A STREET
OXNARD CA 93030

Ship To: FREMONT MIDDLE SCHOOL RECONSTRUCT
1130 NORTH M STREET
OXNARD CA 93030

Contact: 0

Part#	Description	Unit	Qty.	Total
Job: 10687	**FREMONT MIDDLE SCHOOL RECONSTRUCTION**			
	101100 VISUAL DISPLAYBBOARDS	LOT	1	522,537.66
	MARKERWALL			
	8' H x 4' W MARKERWALL	EA	4	
	7' H x 4' W MARKERWALL	EA	120	
	e3 PORCELAIN / 3/8" PLYWOOD / .015 BACKER			
	J-TRIM / CLEAR SATIN ANODIZED ALUMINUM			
	TACKBOARD			
	7' H x 4' W TACKBOARD	EA	230	
	VINYL ON 1/4" CORK ON 1/4" HARDBOARD			
	C-4 TRIM / CLEAR SATIN ANODIZED ALUMINUM			
	VINYL: TBD FROM NELSON ADAMS NACO STANDARD			
	HORIZONTAL SLIDING MARKERBOARDS			
	9' H x 15' W 2 TRACKS / 4 PANELS	EA	4	
	9' H x 24' W 2 TRACKS / 4 PANELS	EA	4	
	9' H x 28' W 2 TRACKS / 4 PANELS	EA	1	
	9' H x 31' W 2 TRACKS / 4 PANELS	EA	27	
	e3 PORCELAIN / 1/2" FIBERBOARD / .015 BACKER			
	C-4TRIM / CLEAR SATIN ANODIZED ALUMINUM			
	9' H x 13' W 3 TRACKS / 3 PANELS	EA	27	
	9' H x 42' W 3 TRACKS / 3 PANELS	EA	1	
	9' H x 43' W 3 TRACKS / 3 PANELS	EA	2	
	9' H x 46' W 3 TRACKS / 3 PANELS	EA	1	
	e3 PORCELAIN / 1/2" FIBERBOARD / .015 BACKER			
	C-4TRIM / CLEAR SATIN ANODIZED ALUMINUM			
	9' H x 30' W 3 TRACKS / 5 PANELS	EA	1	
	9' H x 31' W 3 TRACKS / 5 PANELS	EA	1	
	e3 PORCELAIN / 1/2" FIBERBOARD / .015 BACKER			

!!!!INVOICE TERMS START FROM DATE OF RECEIVED MERCHANDISE!!!!

Prices Good for 60 days on Material Only. Prices on Shipping And/Or Freight are SUBJECT TO CHANGE any Time.

Condition of Bid: Price based on (1) Shipment (1) Location. Lead time based on receipt of Purchase Order and / or Approved drawings including color selection.
FOB factory unless noted. Tax excluded. No retentions. No installation unless specified. Subject to terms and Conditions.
Clear Trim Satin Anodize unless noted otherwise. All unloading and distribution by others. Blocking and backing by others.
Prices GOOD for 60 days. Net 30 with approved Credit. First time orders require 50% payment in order to process order and 50% before ship it out and / or delivery. Restocking fee of 35% will apply to every return order.

Part#	Description	Unit	Qty.	Total
	C-4TRIM / CLEAR SATIN ANODIZED ALUMINUM			
	MARKERBOARD			
	4' H x 6' W MARKERBOARD	EA	1	
	4' H x 8' W MARKERBOARD	EA	1	
	e3 PORCELAIN / 3/8" PLYWOOD / .005 BACKER / C-4 TRIM / STD BLADE TRAY			
	1" NATURAL CORK MAPRAIL / 1" END STOPS / CLEAR SATIN ANODIZED ALUMINUM			
	ACCESORIES			
	MH / 1" MAPHOOKS	EA	283	
	FH / FLAGHOLDER	EA	40	
	MAGNETIC TRAY	EA	73	
	WITH INSTALL - IN STATE			
	UNITS EXCEEDING STANDARD DIMENSIONS WILL BE PROVIDED IN SECTIONS			
	ALL STANDARD ACCESSORIES INCLUDED			
	MATERIAL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE			
	FREIGHT PRICES ARE ESTIMATES AND MAY BE RECALCULATED AT TIME OF SHIPMENT			
	INSTALLATION PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE			
	NOTE: QUOTE CONTAINS MATERIALS, SHIPPING AND INSTALLATION			
	FREIGHT DELIVERY - 1 EA. PER QUOTE			
	SALES TAX INCLUDED			
	ANY MISSING QTYS CAN BE ADDED TO A CHANGE ORDER			
	THIS QUOTE IS VALID FOR THE ENTIRE SCOPE LISTED ABOVE. NO PARTIALS			

Total $522,537.66

Condition of Bid: Price based on (1) Shipment (1) Location. Lead time based on receipt of Purchase Order and/ or Approved drawings including color selection.
FOB factory unless noted. Tax excluded. No retentions. No installation unless specified. Subject to terms and Conditions.
Clear Trim Satin Anodize unless noted otherwise. All unloading and distribution by others. Blocking and backing by others.
Prices GOOD for 60 days. Net 30 with approved Credit. First time orders require 50% payment in order to process order and 50% before ship it out And/ or delivery. Restocking fee of 35% will apply to every return order.

1451 E. 6th Street,
Corona, CA 92879
USA

Telephone (951)817-2200
Fax (951)817-9900

Bid Proposal

Bid Date	October 29, 2025
Bid Number	SQ_058508-1
Project	Fremont MS - Fixed Marker & Tack Boards
City, State	Oxnard, CA
Architect	SVA Architect
Addendums	1 Addendum
Bond included	No
Bondable	Yes @ 2%
Proposal Valid For	30 Days

Prepared by

Steve DeLaTorre
951-817-2214
Sdelatorre@pvsusa.com

Scope of Work:

Marker boards to be porcelain on 7/16" particle board core with .005" aluminum backing sheet. DTS Series Frame.

Tack boards to be Koroseal Vinyl on 1/4" natural cork with 1/4" hard board backing.

Full height tackable wall panels to be Koroseal Vinyl on 1/2" fiber board backing. Located in only RSP rooms .

All trims and frames to be anodized aluminum with a clear satin finish.

Furnish (144) 7'x4', (4) 8'x4', (1) 4'x6', (1) 4'x8' marker boards, and (206) 7'x4' tack boards, and approximately 1,200 square feet of tackable panels.

Exclude Claridge products, to provide Platinum Visual Equal.

Sections:

101100 Visual Display Boards

Total: $112,981.00

Alternates:

Add For Installation $62,700.00

Qualifications and Exclusions:

Bidding Platinum Visual Systems products, (certified Polyvision Manf.) per above scope. Furnished only one shipment ground floor. (tailgate)

Price is valid for 12 months and contingent upon receiving a Purchase Order within 90 days of quote date. Platinum Visual Solutions hereby certifies that all pricing included in this proposal reflects current market conditions. The price included in this proposal does not include applicable tariffs as of the date of submission.

Our pricing will remain firm for the duration of the bid validity period, as specified in the proposal, unless otherwise noted. In the event of significant changes in tariff policy or international trade regulations that materially impact on the cost of goods, Platinum Visual Solutions reserves the right to adjust the price. By accepting the terms of our proposal, including the aforementioned, customer acknowledges and agrees to pay any additional cost if warranted.

Conditions:

Price is valid Thirty (30) days after date of bid. Subject to approved credit. Five percent retention for Furnished and Installed Contract. Zero Retention for material only contracts.

1451 E. 6th Street. Corona. CA 92879 USA
(800)498-2990 (951)817-2200 Fax(951)817-9900
www.pvsusa.com

California State Contractors License 267316-C61
Nevada State Contractors License 71655-C268
Virginia State Contractors License 2705068962-A

BID PROPOSAL

Tyco Walls

Acoustical Fabric Walls/Ceilings

License #1037016 **DIR #1000592600**

P.O. Box 85
Ontario, CA 91762

Phone: (909) 481-6628

BID PROPOSAL: 121

DATE: October 22, 2025
ATT: Viola Estimating
CONTACT INFO: estimating@violainc.com
(805) 487-3871 ext. 203

Project Name: Fremont Middle School Reconstruction

Project Address: 1130 North M Street, Oxnard, CA 93030, United States of America

DESCRIPTION OF WORK PERFORMED:		AMOUNT
Scope of work: SOUND ABSORPTIVE ACOUSTICAL WALL PANELS QTY: 15 SIZE: 4' X 8' FABRIC INCLUDED IN PANEL WITH A 40 DOLLAR ALLOWANCE COLOR TBD FABRIC TBD *- 2-128 - Music - South (6) Panels* *- 2-128 - Music - South Vestibule (2) Panels* *- 2-128 - Music - East (2) Panels* *- 2-128 - Music - North (3) Panels* *- 2-128 - Music - East (2) Panels*		
Material & Labor:		$ 19,775.00
Notes: Price is valid for 30 days of entered date. Tyco Walls hereby certifies that all pricing included in this proposal reflects current market conditions. The price included in this proposal does not include applicable tariffs as of the date of submission. *Our pricing will remain firm for the duration of the bid validity period, as specified in the proposal, unless otherwise noted. In the event of significant changes in tariff policy or international trade regulations that materially impact on the cost of goods, Tyco Walls reserves the right to adjust the price. By accepting the terms of our proposal, including the aforementioned, contractor acknowledges and agrees to pay any additional cost if warranted.*		
Exclusions: Metal trim around acoustic panels by others, Novaspan, StarSilent, Baswaphon, and Basotect, Non-Union Labor, Dumpsters, Overtime, Engineering, Fabric Liner, Attic Stock, Aluminum Trim, blocking or suspension above ceiling, blocking inside walls, metal framing, ornamental architectural & Miscellaneous metals, T-bar, Grid, Unitstruts, threaded rods, steel angles, metal mesh, acoustical clouds, drywall finsh, metal panels & plywood perforated panels. No overtime premium for fabrication or installation or weekend work. Work to be perform during regular hours. This proposal is valid for a period of one (1) year from the date of issuance, which is September 30, 2025. It will expire on September 30, 2026, if not formally accepted and signed by both parties.		
All of the above work to be completed in a substantial and workmanlike manner.	***SUBTOTAL:***	$19,775.00
Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written change orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.		
ACCEPTANCE:		
You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which you agree to pay the amount mentioned in said proposal and according to the terms thereof.	***TOTAL:***	$19,775.00

Accepted By:_____ Date:_____ :_____

Painting

VALDEZ Painting, Inc.
2400 Alhambra Blvd., Sacramento, CA 95817
5301 Adeline St., Oakland, CA 94608
6905 Oslo Circle Ste J, Buena Park, CA 90621
888-701-5795
CSLB no.: 897696

Bid Proposal
BSC25-0225 - Revision 3

November 10, 2025

Viola Inc.
Estimating@violainc.com

Re: Fremont Middle School
1130 North M St.
Oxnard Ca, 93030

Valdez Painting, Inc. proposes to furnish all labor and materials necessary to complete the work as outlined below:

- Plans and Specifications dated 10/22/2025
- Addendum #1

Scope of Work

CLASSROOM BUILDING:

1. INTERIOR:
   a. Painting gyp walls and ceilings
   b. Painting and staining of doors and door frames

2. EXTERIOR:
   a. Apply elastomeric coatings to stucco
   b. Apply high performance coatings to metals (Tnemec Edura-Shield)
   c. Apply paint to fiber cement board

Pricing..... $249,986.00

MULTI-PURPOSE BUILDING:

1. INTERIOR:
a. Painting gyp walls and ceilings
b. Painting and staining of doors and door frames

2. EXTERIOR:
a. Apply elastomeric coatings to stucco
b. Apply high performance coatings to metals (Tnemec Edura-Shield)
c. Apply paint to fiber cement board
d. Apply anti graffiti to CMU

Pricing……...$120,548.00

ADMIN BUILDING:

1. INTERIOR:
a. Painting gyp walls and ceilings
b. Painting and staining of doors and door frames

3. EXTERIOR:

a. Apply elastomeric coatings to stucco
b. Apply high performance coatings to metals (Tnemec Edura-Shield)
c. Apply paint to fiber cement board

Pricing *$44,198.00*

Alternates:

1. Paint Aluminum and Galvanized window frames:
   a. Classroom Building - $34,904.00
   b. Multi-Purpose Building - $ 1,848.00
   c. Admin Building - $13,168.00

2. Add for priming gym and serving ceilings for acoustical ceilings (acoustical ceilings by others):
   a. Primer @ Gym Ceiling - $1,507.00
   b. Primer @ Serving Ceiling - $ 960.00

3. Add for Intumescent Painting at Gym Web Trusses - $114,994.00
   Add for rental of lift equipment to apply intumescent coatings - $ 5,473.00

4. Add for Painting Tube Steel Galvanized Fence (F-41 on landscape plans) with Tnemec - $20,687.00
   Add for Painting Tube Steel Galvanized Fence (F-41 on landscape plans) with Sherwin Willams Pro Industrial - $12,610.00

5. DEDUCTIVE ALTERNATE- Deduct if Sherwin Williams Pro Industrial is used in lieu of Tnemec Endura-Shield throughout - <$88,362.00>

Inclusions:

1. All exposed interior gypsum per finish schedule.
2. All exterior metal per finish schedule and specs (except pre finished metal panels).
3. All door and door frames per door schedule painted with Sherwin Williams Pro Industrial.
4. All roof ladders.
5. All stucco to receive elastomeric coatings.
6. All CMU to receive anti-graffiti coatings to 10' AFF.
7. All exterior metal to receive high performance coatings except hollow metal doors and door frames.
8. Mask and protect adjacent surfaces not scheduled to be painted.
9. Interior priming and painting of items listed above.
10. Mask and protect adjacent surfaces not scheduled to be painted.
11. Interior priming and painting of gypsum board walls and ceiling as noted on plans. One coat primer two coat finish.
12. Paint gypsum exposed to public at garage levels
13. Painting HM & WD doors & frames scheduled to be painted
14. Painting of gyp walls/ceilings at storage/electrical rooms as scheduled
15. Paint downspouts at roof

Clarifications:

1. Bid includes standard Latex Paint on all Gypsum Board Walls and Ceilings.
2. Gap at Windows to Gyp is figured to be at 1/8" of an Inch and caulking this Gap is included in Bid. Gaps larger may require Backer Rod and is not included.
3. Bid includes standard Latex Paint.
4. All Coats completed in sequence.
5. Third coat out of sequence option includes gyp walls only, If applicable.
6. All Surfaces to be painted are figured to be ready to receive paint (clean of material that would cause blistering or damage to finish coats of paint, free of debris, loose paint, removable items, & hazardous materials) other than typical preparation of sound surfaces (spackling of minor dings and scratches, & sanding to profile surface.

7. Interior painting completed prior to installation of new floors, tile, T-bar, acoustical tile, and all other finishes.
8. Valdez Painting expects general contractor to provide scaffolding for exterior work.
9. Any alteration or deviation from the above specifications involving extra cost of material or labor will become an extra charge over the sum mentioned in this proposal.
10. Painted Doors: This bid figures for Doors to be mobilized and stacked before paint sequence so edges can be painted before door is swung; This bid also figures to paint Doors faces after doors are Swung but before hardware is installed and before other finishes. (If doors are to be painted at Door shop before mobilizing to job site they should be staged for painting at no additional cost to VPI)

Exclusions:

1. Wallcoverings and Acoustic Panels.
2. Window Frames.
3. COVID-19 Protocols. See Add Alternate.
4. Bond Fees. Add 1.50% to bid, if required.
5. Night shift, weekend, or holiday work – NIC. (Assumed all painting performed during regular work week hours, Monday through Friday, 7am to 5pm.) Unless Noted Above.
6. Repair of finished surfaces damaged by others.
7. No painting on the roof.
8. Back priming of wood or painting of mill work, cabinets or furniture not noted above.
9. Bid does not include re-priming/touchup of areas corrected by drywall contractor after first or second coat of paid. Bid includes minor priming after dry wall quality control touch up after prime coat.
10. Caulking of penetrations through gypsum and caulking to materials not finished by VPI.
11. Re-priming/touchup of areas corrected by dry wall contractor (include re-touch of dry wall touch up after prime coat).
12. Reinstallation of removable items other than those removed by VPI.
13. Filling of Gaps larger than 1/8”; Requires Backer; Or Gaps/Joints requiring more than standard Painter’s caulking.
14. Surface repairs limited to cracks, voids, and defects no larger than 1/8 inch wide.
15. Painting of any signage or lettering including stenciling on fire rated walls.
16. Providing of Scaffolding or Lifts at Exterior U.N.O.
17. Abatement of any hazardous materials on site
18. Color Coding and Identification of MEP Pipes and Equipment
19. Painting of Roof Top Equipment – NIC.
20. Back priming of wood or painting of mill work/ Cabinet’s/ or furniture not noted above.
21. Painting of exterior flashing/ waterproofing where it does not abut a painted surface like at metal panels, stonework, unpainted stucco, and windows.
22. Priming of closet wood shelving.
23. Caulking / joint sealing at exterior.
24. Painting of Window Break metal or components of windows.
25. Painting of windows.
26. Application of Intumescent or fireproofing.
27. Painting of vents or flashing that are a part of the roof elements unless specified above.
28. Re-priming/ touchup of areas corrected by dry Waller (include re touching of dry wall touch up after prime coat).
29. No composite clean up or debris boxes included.
30. No testing or inspections included.
31. Exclude epoxy or traffic coatings.
32. No polished concrete, or staining.
33. Filling of Gaps larger than 1/8”; Requires Backer; Or Gaps / Joints requiring more than standard Painter’s caulking.
34. Touch-up between first coat of paint and final coat paint.

Sincerely,

Valdez Painting, Inc.

Christian Llanos
Estimator
cllanos@vpi.net
CELL 916.495.3627

CSLB # 897696
Classification: C33
DIR # 1000010016
VPI is MBE certified with NMSDC. Certificate # WR03120
VPI is signatory to DC 16 Painters Union.
VPI employs the PDCA Industry Standards

APPLIED FINISHES

Letter of Scope

Date: 10/29/2025
To: Viola Construction
Project: Fremont Middle School
Address: 1130 North M st Oxnard Ca

We propose to furnish labor and material for the proposed paint job located at the above address.

Inclusions at new buildings 1-3:

Interior:

- Protect and Mask off all non-painted surfaces
- Apply 1 coat of Sherwin Williams Promar 200 primer and 2 coats Sherwin Williams Promar 200 finish to gypsum board walls, ceilings, and soffits
- Apply 1 coat of Sherwin Williams DTM primer and 2 coats of Sherwin Williams Dryfall finish to open to structure ceilings in the MPR building before Tectum panels are installed
- Apply 1 coat of Sherwin Williams DTM primer and 2 coats of Sherwin Williams DTM finish to metal hollow doors , frames and railings
- Clean up all related debris

Exterior:

- Prep and protect non-painted surfaces
- Apply 1 coat of Sherwin Williams Prep-Rite primer and 2 coats of Sherwin Williams A-100 finish to plaster/stucco walls, soffits, cement siding and trim
- Apply 1 coat of Sherwin Williams DTM primer and 2 coats Sherwin Williams DTM finish to hollow metal doors, frames, trash gates, awnings, bollards, and railings
- Apply 2 coats of Prosoco Wb6 with Graffiti control to the CMU walls at the trash enclosure and electrical room
- Clean up all related debris

Total: $407,103.00 (price is good for 90 days)

Exclusions: Painting of exposed roof top piping. Crown molding and chair railings. Sealing of masonry/concrete or stone products. Application of bituminous coatings, signage, and striping. Color coding of piping. Prep coat, FRP, staining, or transparent finishes. High performance coating. Spot priming welds and bolt connections. Powder

P.O. BOX 481/CHICO, CA 95927 PHONE (707)301-1655 FAX (530) 345-1009
NV# 0091662 ROC# 337735 CA LIC# 1022434 DIR Reg. #1000046553 EMAIL:
chuck@appliedfinishes.net

coating. Elastomeric coatings**. Fireproofing or intumescent painting**. Cabinetry, lead abatement and sandblasting, brush off blasting cleaning, blast cleaning, white metal blasting cleaning, commercial blast cleaning. Wallcoverings/graphics, stencil, murals, and floor sealers/epoxy coatings. Signage and murals. Electrostatic Spraying, Benjamin Moore paint, painting of windows, metal panel siding and metal roof, PV canopies.

P.O. BOX 481/CHICO, CA 95927 PHONE (707)301-1655 FAX (530) 345-1009
NV# 0091662 ROC# 337735 CA LIC# 1022434 DIR Reg. #1000046553 EMAIL:
chuck@appliedfinishes.net

Vanguard Painting, Inc.

2541 Topaz Court, Oxnard CA 93030

(805) 650-0111

Lic. #554570 DIR. #1000002890

BID FORM

Project: Fremont MS, Oxnard Date: October 29, 2025

Representative: Thomas Roerich Email: Troer727@aol.com

Section(s) & Trade(s): 07 19 00 Water Repellent; 09 90 00 Painting 09 96 70 High Performance Coating, 09 96 80 Elastomeric Coating

Furnish & Install: YES; F.O.B. Job Site: YES; Tax Included: YES; Prevailing Wage: YES.

Addenda: #1

Scope of Work: Unless otherwise agreed, Vanguard Painting, Inc. [herein "Painter"] shall furnish all labor, materials, and equipment necessary to accomplish the following WORK [herein "Work"] in a workmanlike manner in accordance with plans and specifications [see above "Section (s) and Trade(s)" for specific specification numbers] identified below ["Original Plans" herein] and upon which the contract price is based:

Interior – 1) Gypsum board walls and ceilings. 2) Wood/HM doors, door frames, and window frames. 3) Exposed to structure ceilings, including attached MEP. 3) Seal Concrete floors per 07 19 00.

Exterior – 1) Plaster walls and soffits, per 09 96 80. 2) Fiber cement board. 3) HM doors and door frames. 4) Stairway railings and risers. 5) Guard railings. 6) Galvanized metal flashing. 7) Exposed steel columns and beams.

Note: Price assumes normal working hours and walls are in "paint ready" condition.

Price: Painter agrees to do the Work for, and Contractor agrees to pay, the sum indicated under "Total". This amount does not include work required by changes or modifications to the original plans or addenda. Bid is good for 30 days from above date.

Total Price* $ 670,000.00

*SUBJECT TO "QUALIFICATIONS TO BID" (Page 2)

Alternatives	Add/(Deduct)
Alt # One: Tube steel fence and gates, per 09 96 70	ADD $ 41,000.00
Alt # Two: Stucco walls, to 10' high, per 09 96 20 AGC	ADD $ 47,500.00
Alt # Three: 1 HR Intumescent "T1" Trusses High MPR Roof	ADD $602,400.00

Exclusions:

1) Trade damage touch-up. 2) Floors. 3) Hardware removal/replacement. 4) Intumescent coatings. 5) Aluminum. 6) Signage and graphics. 7) Lead Abatement. 8) Cabinets. 9) Solar Array, including columns, beams and conduit.

QUALIFICATIONS TO BID

1. All work to be performed by Vanguard Painting, Inc. shall be performed in accordance with Painting and Decorating Contractors of America ("PDCA") standards P1-92, P4-94, and P7-99 (available at www.pdca.org). Any subcontract between Vanguard and Contractor shall expressly incorporate those PDCA standards, which shall prevail over any other term or provision contained in any plan, specification, general condition, special condition, or other contract term or provision.
2. Vanguard and Contractor will enter into a standard form subcontract agreement not containing any unusual or non-customary term or provision. In addition, the standard form subcontract agreement shall include the following terms of condition as a condition precedent to execution and shall contain or incorporate these qualifications to bid:
    a. Payments to Vanguard will be as work is performed; no pay if paid or pay when paid clause will be accepted by Vanguard;
    b. Vanguard shall have the right to stop work if any payment is not timely made and Vanguard shall be able to keep the project idle until all payments due are received.
    c. Failure to timely pay Vanguard shall be a material breach entitling Vanguard to cease any further work;
    d. All warranties and/or guarantees shall be void for non-payment;
    e. Change Orders or directives for extra work may be accepted by Vanguard upon verbal direction from Contractor's project Manager, job superintendent, or other appropriate persons and may be memorialized by way of mutual exchange of electronic message (i.e., e-mail);
    f. Vanguard shall not be obligated nor responsible for any liquidated or unliquidated consequential damages for delays to completion
3. The Contractor shall give Vanguard reasonable notice of when it is to commence work in any given portion or area of the Project.
4. Paint touch-up, of trade damage, is extra work. This work will be paid for on a time and material basis. The rate is $120.00 man hour and $ 70.00 per gallon of paint, plus 15% mark-up for overhead and profit.
5. The Total Price indicated on page 1 shall be valid for a period of not more than thirty (30) calendar days from the date of submission of this bid. Thereafter, the "Total Price" shall be subject to adjustment based on price escalation related to materials, supplies, increase in insurance, etc of an amount equal to not less than 3% per quarter, or fraction thereof (i.e., 3 months, beginning on day 31 of when the bid is submitted).
6. Vanguard shall be provided a deposit of not less than 20% of the Total Price, as may be adjusted based on Paragraph 5, above in order to lock in pricing for materials
7. The Total Price DOES NOT INCLUDE the price of any bonds, which shall be borne by either the agency or the general contractor

PAINTING PROPOSAL

HEADQUARTERS
3562 S. Elm
Fresno, CA 93706
Ph:(559) 486-0584 ♦ Fax:(559) 486-0511
www.tarltonandson.com

COAST OFFICE
440 B Stanton Ave
Arroyo Grande, CA 93420
Ph:(805) 473-8100 ♦ Fax:(805) 473-8188
CA License # 342341

PROJECT:	Fremont MS Reconstruction	**PLANS: 1-17-25**	**ADDA: One**	**BID DATE: 10-30-25**
	1130 N M Street Oxnard Ca	**WAGES:** Prevailing		**BOND RATE:** 1.005%
Bidding to:	All General Contractors	**DIR #** 1000004368		

Scope:	09900 Painting	099600 H.P Coatings	099670 High Performance Paint
	071900 Water Repellants	099620 Anti-Graffiti	097680 Elastomeric Paints

Base Bid:	***$ 737.676.00***
Add Alts:	***Painted tube Steel Fence ADD $ 29,80.00***

Tarlton and Son Inc. hereby proposes to furnish at the above referenced job all labor, materials, tools, equipment, supervision, workers compensation, property damage and liability insurance necessary to complete in a thoroughly professional manner all the work described below in a timely fashion in accordance with **P.D.C.A.** guidelines:

- Gypsum walls ceilings & soffits ***All Specified coats applied*** Prior to the installation of items not to be painted i.e.: Floors, Cabinets, hardware etc.
- Exposed structural ceiling and associated mechanical, electrical and plumbing painted one color with Dry-fall paint prior to the installation of building insulation or scrim
- Hollow metal doors, frames and windows
- Clear sealer @ exposed concrete floors (removal of contaminants by others)
- High Performance Coatings where scheduled
- Exterior Stucco and Associated trims with an Elastomeric paint system using the Plastering Contractors Scaffolding for access for this Bidders scope of work
- Shop Primed Steel Trellis element
- CMU Block walls
- Trash enclosure and gates
- Shop primed ferrous metal scheduled to receive a field finish (Misc. Metals exposed to view, access ladders, handrails, guard rails and Pipe Bollards, Stair treads, risers and pans)
- Touch up at project closeout as per PDCA Guidelines
- Clean up of paint related debris and deposited into dumpster supplied by others

*Note: The above scope of work reflects a 1-year warranty and all preparation and field painting to be done prior to the installation of prefinished items i.e.: Tack board, F.R.P. cabinets, flooring, base, fixtures, shelving, insulation etc. If the protection of these items is required, it will be for an additional charge.

Exclusions on the Next Page

Randy Thompson
Vice President
Office (559) 486-0584 X 107 ♦ Cell (559)-647-9663
LATH • PLASTER • DRYWALL • METAL STUDS • SCAFFOLD • EIFS • SEALANTS • EPOXY FLOORS • PAINTING
randyt@tarltonandson.com ♦ *www.tarltonandson.com*

MUTUALLY AGREED UPON DURATIONS FOR THIS CONTRACTORS SCOPE AND THE ABOVE STATED CLARIFICATIONS & EXCLUSIONS WILL BE AN ATTACHMENT TO AND BECOME PART OF ANY SUBCONTRACT AGREEMENT ENTERED INTO BY TARLTON AND SON, INC.

PAINTING PROPOSAL

HEADQUARTERS
3562 S. Elm
Fresno, CA 93706
Ph:(559) 486-0584 ♦ Fax:(559) 486-0511
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COAST OFFICE
440 B Stanton Ave
Arroyo Grande, CA 93420
Ph:(805) 473-8100 ♦ Fax:(805) 473-8188
CA License # 342341

Exclusions:
All items not expressly mentioned in the above Proposal to be performed by others or for an additional charge including but not limited to:

- *Color coding, identification painting, and graphics*
- *Touch-up or repainting caused by other trades damage to this bidder's work*
- *Priming and painting specified to be performed in other Spec sections*
- *Repair of shop Primer Provided by others*
- *Cabinetry and Millwork*
- *Wrought iron fencing*
- *Water proofing sealants*
- *All costs for: trash chutes, debris boxes, security, shop drawings, testing, permits, Inspections Bonds & Risk Insurance.*

Randy Thompson
Vice President
Office (559) 486-0584 X 107 ♦ Cell (559)-647-9663
LATH • PLASTER • DRYWALL • METAL STUDS • SCAFFOLD • EIFS • SEALANTS • EPOXY FLOORS • PAINTING
randyt@tarltonandson.com ♦ *www.tarltonandson.com*

MUTUALLY AGREED UPON DURATIONS FOR THIS CONTRACTORS SCOPE AND THE ABOVE STATED CLARIFICATIONS & EXCLUSIONS WILL BE AN ATTACHMENT TO AND BECOME PART OF ANY SUBCONTRACT AGREEMENT ENTERED INTO BY TARLTON AND SON, INC.

Visual Display Boards

TECH-WALL
Acoustical & tackable
Wallcovering Surfaces

Acoustical / Tackable
SPECIALISTS
Since 1989

Date 10/29/2025

TECH-WALL proposes to furnish the necessary labor and materials on the following project:

Fremont Middle School Reconstruction

1130 North M Street, Oxnard CA 93030

Section: 10-11-00 Tack Boards

Bid Price: $95,104.00

Section: 10-11-00 Marker Board Sliders

Bid Price: $259,452.00

Section: 10-011-00 Marker Boards

Bid Price: $91,746.00

Total Combined Bid: $446,302.00

Supply & Install Vinyl Covered Tack Boards

Vinyl Covered Tack Boards to be ½ inch in Thickness made from ¼" thick cork face laminated to ¼" tempered hardboard backing with vinyl from Koroseal Wallcovering. Selected Pattern and Color To be determined Clear Anodized Aluminum J Trim will be used to match Marker Boards Trim.

Approximately 7,936 sq. ft 39 rooms 3 Bldgs.

Supply and Install Marker Board Sliders

Multi Track Sliding Full Height Marker Boards in Front of windows and closet space, Alum 2x2 Top Track with Nylon Guides, Bottom Track with double Roller Wheels, Sliding Units made with porcelain Enamel Coated Steel White Finish both sides at window areas.

37 Classrooms 3 Bldgs. with Multi Track Units

Supply and Install Marker Boards

Marker Boards to be made from 1/2 Particle Board core material. With 24-gauge Porcelain steel ceramic finish. Panel backing to be 0.005 Aluminum Foil, with clear anodized aluminum trim, continuous pen Tray and 1" map Rail with natural cork insert.

Approximately 149- 4x8 Marker Boards 1 – 4x6 Marker Board

Notes: Bid is for Vinyl Covered Tack Boards and Multi Track Sliding Full Height Marker Board Units and fixed Marker Boards Bid is per plans and Specs

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Bid Excludes Any Backing Required for Marker Boards, Tack Boards and Marker Board Sliders

We are a UNION company ***We are Small Business Certified***

Small Business Certified #36116
Addendums noted
Bid price good for 30 days

License # 599057
Alternates affecting this bid - None
Plan Revision 5/19/2019
This bid sheet is to be included in the contract.

DIR # 1000004150
For bond add 2% to bid
TW Job #

www.tech-wall.com
Tech Wall Inc 2590 East Main Street Ste 105 Ventura, CA 93003 (805) 642-7600 (909) 546-0346

Nelson Adams NACO Inc.
420 S E St.
San Bernardino, CA 92401
Lic. 971118
PW. 1000009263
Ph:1.877.810.4080
Ph.1.909.653.3943
Sales@NelsonAdamsNaco.com
Rafael@NelsonAdamsNaco.com

QUOTE 10687

JOB TYPE:WB-VISUAL DISPLAY BOARDS
ADDENDUMS:1
PHASE: 1
DATE:

CUSTOMER PO: 0

Client: OXNARD SCHOOL DISTRICT
1051 SOUTH A STREET
OXNARD CA 93030

Ship To: FREMONT MIDDLE SCHOOL RECONSTRUCT
1130 NORTH M STREET
OXNARD CA 93030

Contact: 0

Part#	Description	Unit	Qty.	Total
Job: 10687	**FREMONT MIDDLE SCHOOL RECONSTRUCTION**			
	101100 VISUAL DISPLAYBBOARDS	LOT	1	522,537.66
	MARKERWALL			
	8' H x 4' W MARKERWALL	EA	4	
	7' H x 4' W MARKERWALL	EA	120	
	e3 PORCELAIN / 3/8" PLYWOOD / .015 BACKER			
	J-TRIM / CLEAR SATIN ANODIZED ALUMINUM			
	TACKBOARD			
	7' H x 4' W TACKBOARD	EA	230	
	VINYL ON 1/4" CORK ON 1/4" HARDBOARD			
	C-4 TRIM / CLEAR SATIN ANODIZED ALUMINUM			
	VINYL: TBD FROM NELSON ADAMS NACO STANDARD			
	HORIZONTAL SLIDING MARKERBOARDS			
	9' H x 15' W 2 TRACKS / 4 PANELS	EA	4	
	9' H x 24' W 2 TRACKS / 4 PANELS	EA	4	
	9' H x 28' W 2 TRACKS / 4 PANELS	EA	1	
	9' H x 31' W 2 TRACKS / 4 PANELS	EA	27	
	e3 PORCELAIN / 1/2" FIBERBOARD / .015 BACKER			
	C-4TRIM / CLEAR SATIN ANODIZED ALUMINUM			
	9' H x 13' W 3 TRACKS / 3 PANELS	EA	27	
	9' H x 42' W 3 TRACKS / 3 PANELS	EA	1	
	9' H x 43' W 3 TRACKS / 3 PANELS	EA	2	
	9' H x 46' W 3 TRACKS / 3 PANELS	EA	1	
	e3 PORCELAIN / 1/2" FIBERBOARD / .015 BACKER			
	C-4TRIM / CLEAR SATIN ANODIZED ALUMINUM			
	9' H x 30' W 3 TRACKS / 5 PANELS	EA	1	
	9' H x 31' W 3 TRACKS / 5 PANELS	EA	1	
	e3 PORCELAIN / 1/2" FIBERBOARD / .015 BACKER			

!!!!INVOICE TERMS START FROM DATE OF RECEIVED MERCHANDISE!!!!

Prices Good for 60 days on Material Only. Prices on Shipping And/Or Freight are SUBJECT TO CHANGE any Time.

Condition of Bid: Price based on (1) Shipment (1) Location. Lead time based on receipt of Purchase Order and / or Approved drawings including color selection.
FOB factory unless noted. Tax excluded. No retentions. No installation unless specified. Subject to terms and Conditions.
Clear Trim Satin Anodize unless noted otherwise. All unloading and distribution by others. Blocking and backing by others.
Prices GOOD for 60 days. Net 30 with approved Credit. First time orders require 50% payment in order to process order and 50% before ship it out and / or delivery. Restocking fee of 35% will apply to every return order.

Part#	Description	Unit	Qty.	Total
	C-4TRIM / CLEAR SATIN ANODIZED ALUMINUM			
	MARKERBOARD			
	4' H x 6' W MARKERBOARD	EA	1	
	4' H x 8' W MARKERBOARD	EA	1	
	e3 PORCELAIN / 3/8" PLYWOOD / .005 BACKER / C-4 TRIM / STD BLADE TRAY			
	1" NATURAL CORK MAPRAIL / 1" END STOPS / CLEAR SATIN ANODIZED ALUMINUM			
	ACCESORIES			
	MH / 1" MAPHOOKS	EA	283	
	FH / FLAGHOLDER	EA	40	
	MAGNETIC TRAY	EA	73	
	WITH INSTALL - IN STATE			
	UNITS EXCEEDING STANDARD DIMENSIONS WILL BE PROVIDED IN SECTIONS			
	ALL STANDARD ACCESSORIES INCLUDED			
	MATERIAL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE			
	FREIGHT PRICES ARE ESTIMATES AND MAY BE RECALCULATED AT TIME OF SHIPMENT			
	INSTALLATION PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE			
	NOTE: QUOTE CONTAINS MATERIALS, SHIPPING AND INSTALLATION			
	FREIGHT DELIVERY - 1 EA. PER QUOTE			
	SALES TAX INCLUDED			
	ANY MISSING QTYS CAN BE ADDED TO A CHANGE ORDER			
	THIS QUOTE IS VALID FOR THE ENTIRE SCOPE LISTED ABOVE. NO PARTIALS			

Total $522,537.66

Condition of Bid: Price based on (1) Shipment (1) Location. Lead time based on receipt of Purchase Order and/ or Approved drawings including color selection.
FOB factory unless noted. Tax excluded. No retentions. No installation unless specified. Subject to terms and Conditions.
Clear Trim Satin Anodize unless noted otherwise. All unloading and distribution by others. Blocking and backing by others.
Prices GOOD for 60 days. Net 30 with approved Credit. First time orders require 50% payment in order to process order and 50% before ship it out And/ or delivery. Restocking fee of 35% will apply to every return order.

1451 E. 6th Street,
Corona, CA 92879
USA

Telephone (951)817-2200
Fax (951)817-9900

Bid Proposal

Bid Date	October 29, 2025
Bid Number	SQ_058508-1
Project	Fremont MS - Fixed Marker & Tack Boards
City, State	Oxnard, CA
Architect	SVA Architect
Addendums	1 Addendum
Bond included	No
Bondable	Yes @ 2%
Proposal Valid For	30 Days

Prepared by

Steve DeLaTorre
951-817-2214
Sdelatorre@pvsusa.com

Scope of Work:

Marker boards to be porcelain on 7/16" particle board core with .005" aluminum backing sheet. DTS Series Frame.

Tack boards to be Koroseal Vinyl on 1/4" natural cork with 1/4" hard board backing.

Full height tackable wall panels to be Koroseal Vinyl on 1/2" fiber board backing. Located in only RSP rooms .

All trims and frames to be anodized aluminum with a clear satin finish.

Furnish (144) 7'x4', (4) 8'x4', (1) 4'x6', (1) 4'x8' marker boards, and (206) 7'x4' tack boards, and approximately 1,200 square feet of tackable panels.

Exclude Claridge products, to provide Platinum Visual Equal.

Sections:

101100 Visual Display Boards

Total: $112,981.00

Alternates:

Add For Installation $62,700.00

Qualifications and Exclusions:

Bidding Platinum Visual Systems products, (certified Polyvision Manf.) per above scope. Furnished only one shipment ground floor. (tailgate)

Price is valid for 12 months and contingent upon receiving a Purchase Order within 90 days of quote date. Platinum Visual Solutions hereby certifies that all pricing included in this proposal reflects current market conditions. The price included in this proposal does not include applicable tariffs as of the date of submission.

Our pricing will remain firm for the duration of the bid validity period, as specified in the proposal, unless otherwise noted. In the event of significant changes in tariff policy or international trade regulations that materially impact on the cost of goods, Platinum Visual Solutions reserves the right to adjust the price. By accepting the terms of our proposal, including the aforementioned, customer acknowledges and agrees to pay any additional cost if warranted.

Conditions:

Price is valid Thirty (30) days after date of bid. Subject to approved credit. Five percent retention for Furnished and Installed Contract. Zero Retention for material only contracts.

1451 E. 6th Street. Corona. CA 92879 USA
(800)498-2990 (951)817-2200 Fax(951)817-9900
www.pvsusa.com

California State Contractors License 267316-C61
Nevada State Contractors License 71655-C268
Virginia State Contractors License 2705068962-A

Signage

11,4

Richard Abedi
President
Richard@agoodsign.com
Phone # (714) 444-4466
Fax # (714) 444-4431
DIR # 1000771743
License # 956088
Exp -12/31/2026

REVISED Sign Proposal

To:	Construction	From	Richard Abedi
	ATTN: Estimating		
'Voice		Pages	2
Fax:		Date	10/29/2025
Re:	***Fremont Middle School***		

We appreciate the opportunity to present a proposal **for Fremont Middle School.** Sign Proposal is based of plans and specifications 101400 by SVA Architects {1 addendums were found}. Sign Proposal is for interior signage, parking site signage, marquee, and exterior lettering.

Site Signage

(2) Accessible Parking Site Signs
(1) Fire Lane Sign
(1) Accessible Drop off Sign

ADA Signage

(96) Room ID Signs
(25) Exit Route Signs

(24) Restroom Wall Signs
(24) Restroom Door Signs
(23) Exit Signs
(2) Max Occ Sign
(2) ALS

Marquee Sign- Exposed Concrete Base and Pedestal By Others

- Includes Full Color Double Sided Marquee 3’ x 8’
-Includes Top Cabinet 2’ x 8’
-Includes all Cladding and Installation of Sign on Client Provided Poles

Exterior Lettering

Stainless Steel 304 Lettering to say :

24” Fremont Academy, 1, 2
30” Fremont Academy
12” Environmental Science and Innovative Design
20” Administration

Total Project Cost Installed **$96,500.00**

FASTSIGNS
Make Your Statement

1877 E. Daily Drive, Suite E
Camarillo, CA 93010
(805) 586-3928

ESTIMATE
EST-4976

Fastsigns 69601
045771

Payment Terms: Net 30

Created Date: 10/30/2025

DESCRIPTION: Fremont MS ADA Signage

Bill To: Viola Inc Constructors
5811 Olivas Park Dr
Ste 204
Ventura, CA 93003
US

Pickup At: FASTSIGNS of Camarillo, CA
1877 E. Daily Drive, Suite E
Camarillo, CA 93010
US

Requested By: Viola Estimate
Email: estimating@violainc.com

Salesperson: Larry Oliver

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Room ID - 9x7 - ADA Tactile with Braille	120	$45.7861	$5,494.33
2	Exit - 4.5x6 - ADA Tactile with Braille	20	$45.829	$916.58
3	Exit Rout - 4.5x6 - ADA Tactile with Braille	50	$27.8342	$1,391.71
4	Exit Stiar Down (ALT 1) - 4.5x6 - ADA Tactile with Braille	3	$215.78	$647.34
5	Boys/Mens Restroom Wall - 9.5x7 - ADA Tactile with Braille	8	$112.7538	$902.03
6	Boys/Mens Restroom Wall - 12" - ADA Tactile with Braille	8	$154.7788	$1,238.23
7	Girls/Womens Restroom Wall - 9.5x7 - ADA Tactile with Braille	8	$112.7538	$902.03
8	Girls/Womens Restroom Wall - 12" - ADA Tactile with Braille	8	$154.7788	$1,238.23
9	Unisex Restroom Wall - 9.5x7 - ADA Tactile with Braille	12	$87.7617	$1,053.14
10	Unisex Restroom Wall - 12" - ADA Tactile with Braille	12	$129.7858	$1,557.43
11	Unisex Restroom Wall - 12" - ADA Tactile with Braille	12	$129.7858	$1,557.43
12	Asst Listen - 14x7 - ADA Tactile	42	$67.7226	$2,844.35
13	Max Occupancy OCC - 4x8 - ADA Tactile	44	$31.1089	$1,368.79
14	Incidental Signage	1	$2,500.00	$2,500.00
15	Graphic Design / Setup	1	$750.00	$750.00

Subtotal:	$24,361.62
Taxes:	$1,711.85
Grand Total:	$26,073.47
Credit Card Surcharge:	*3.00%*
Total with Surcharge:	*$26,855.67*

Credit Card Payment Fee: All credit card payments will incur an additional 3% charge on the total invoice amount at the time of purchase.

Estimate Validity: All estimates provided are valid for 30 days from the date of issue. After this period, prices and availability may be subject to change.

Signature: _____ **Date:** _____

From: Signs of Success, Inc. - Lic. #781521
Attn: Estimator
DIR #1000002635
Signage Sub-Bid for:
Fremont Middle School Reconstruction
Oxnard, CA

Quantity	Size	Signage Type	Unit Price	Extended Price
1/8" Non-Glare Acrylic Plaques with Tactile Text/Grade II Braille				
127	9"x7"	Room ID	$63.72	$8,092.44
85	4.5"x6"	Exit/Exit Route	$42.15	$3,582.75
3	6"x9"	Stairway Entry	$63.18	$189.54
6	5"x4"	Stair Level	$35.43	$212.58
3	4.5"x6"	Exit Stair Down	$42.15	$126.45
4	5"x4"	Elevator ID	$35.43	$141.72
2	7"x9"	In Case of Fire	$63.72	$127.44
2	12"x4"	Two Way Communication	$59.35	$118.70
1	10"x6"	Fire Alarm	$71.87	$71.87
3	10"x6"	Fire Riser	$71.87	$215.61
4	10"x6"	Electrical	$71.87	$287.48
23	6"x10"	Restroom Wall	$71.87	$1,653.01
1/8" Non-Glare Acrylic with Non-Tactile Graphics (1/4" @ RR Door)				
12	12"	Men/Women RR Door	$126.00	$1,512.00
11	12"	All-Gender RR Door	$189.00	$2,079.00
6	6"x6"	Accessible Entrance	$50.93	$305.58
8	14"x14"	Evacuation Map *Note 1	$508.73	$4,069.84
9	10"x5"	Maximum Occupancy	$56.99	$512.91
42	14"x7"	Assistive Listening	$96.71	$4,061.82
2	10"x19.75"	Two Way Communication	$218.50	$437.00
353		Tamperproof Screws or VHB Adhesive	$5.50	$1,941.50
Cast Aluminum Letters, Clear Anodized Finish, Standard Fonts, Flush Stud Mount				
53	12"	ENVIRONMENTAL SCIENCE AND INNOVATIVE DESIGN, ADMINISTRATION	$153.37	$8,128.61
3	18"	1, 2, 3	$318.18	$954.54
Fabricated Aluminum Letters, Clear Anodized Finish, Standard Fonts, Flush Stud Mount				
28	28"	FREMONT ACADEMY (x2) *Note 1	$1,199.64	$33,589.92
.080" Aluminum with Reflective Graphics, Posts Excluded *Note 1				
2	12"x18"	Path of Travel Sign, Location TBD	$85.99	$171.98
1		Shipping/Setup	$1,778.00	$1,778.00

	Subtotal Total:	$74,362.29
	Tax:	$6,506.70
	Design Labor/Submittals	$3,346.30
	Furnish Total:	**$84,215.29** ***Recommended***
	Non-Union, Prevailing Wage Installation	$16,845.58
	Per Mobilization/Lift Rental (including first required)	$6,840.00
	CP/Paperwork	$3,147.54
	Furnish and Install Total:	$111,048.41

Installation Notes

Non-Union, But Prevailing Wage Labor Option - Only Use if PLA not applicable - Recommend 84-90 hours for installation

***Note 1**
Quoted per signs called out on plans. Elevations clearly call for "FREMONT ACADEMY" letters to be 28", but details reference 30" height at those locations. If 30" height is required, please add: $5,280.33 additional. Anodized Finish called for in specs adds a lot of cost, if standard brushed or baked enamel finish on fabricated aluminum can be used at 28" Letters, a credit of $19,000.00 can be offered. Path of Travel Sign Locations not keynoted on plans, standards assumed for allowance. Evacuation Map Sign incorrectly noted as being made from Stainless Steel - Specs call for it in acrylic. Quoted as acrylic. Parking/Site Signs excluded, typ. by striping sub. Marquee Sign noted on details as by others, excluded. Excludes Photoluminscent Exit Signs (by electrical sub). Excludes Fire Sprinkler & Equipment Tags. Excludes Elevator Emergency Sign (should be provided by elevator sub). Trained & Skilled labor will be provided, under the less than 1/2 of 1% exemption for graduate requirements (hour qualification only).

Notes Addenda 1

Note: Signs are provided per Signs of Success, Inc, as assumed materials/standard methods of manufacturer. Parking signage excluded.

Bid Specifically Excludes unless noted: Cast Cement, Illuminated Signs, Electronic Monument, Permits, Parking Lot Sign posts, Waiver of Subrogation, Installation unless noted, painted murals, any additional signs, materials or methods not noted.

This bid is valid for 90 days. Given the present energy crisis and recent unexpected increases in costs from our vendors for products and materials, we therefore must advise our clients that in the case that a delivery of products is delayed by client in excess of 90 days from the time of bid reception there will be an increase under the terms of a dollar for dollar cost pass through if our costs increase more than 5% at the time of fabrication.

2350 Skyway Dr. Unit 10 Santa Maria, California 93455
Telephone (805) 925-7545 • Fax (805) 925-8181
www.signsofsuccess.net

Toilet Partitions

PRO WEST
WALL PRODUCTS

2283 La Crosse Ave, Unit 602 | Colton, CA 92324
P: 909-222-4014
bids@prowestwall.com
CA License # 1014800 (C61 / D12) ▪NV License #0092865 (C-20A)
DIR # 1000041721 ▪ SBE Certified # 2008225
FRP Paneling - Laminate Paneling - Wall Protection – Division 10 packages

PROPOSAL & CONTRACT

JOB: Fremont Middle School – Oxnard 1130 N M Street Oxnard, Ca. 93030	NAME: Contractor

Proposal Date: 10/28/25

Plan Date: 5/14/25

Spec(s): 102120, 102800, 105100

Addendum(s): 1 Acknowledged

We agree to furnish labor and material in accordance with the following types, quantities, and specifications:

Spec 102120: Phenolic Partitions **$ 113,200.00**
(47 Toilet Stalls, 10 Urinal Screens, 8 Changing Stalls) FMOHB, Phenolic, Color TBD, Cont SS Brackets and SS hinges, SS mounting Shoes

Spec 105100: Metal Lockers **$ 98,000.00**
(102 each 2 tier lockers, 33 each 4 tier lockers, 2 each 48" ADA benches), per specs. 12" wide, 15" deep and 18" tall on the 4 tier lockers, 12" wide , 15" deep and 24" tall on the 2 tier lockers. 2 tier lockers are 48" tall per elevations.

Notes: Phenolic Partitions by ASI. Metal Lockers by Lyon Lockers
Exclusions: Hand Dryers. Any items or quantities not listed on this proposal.

TOTAL BID PRICE.....$247,700.00

PAYMENT & TERMS: Net 30 Days. (There will be a 1.5% additional charge per month on all unpaid balances 30 days from the date of invoice.)
On contracts $10,000 or less we ***exclude*** the cost of a City Business license.
Submitted By: Aram Hernandez – Estimator

Any Alteration or deviation from the above specified types and quantities; involving extra labor, material costs, and fees; will become an extra charge over and above the sum listed above. In the event that it becomes necessary to hire an attorney or file suit to collect any payment or payments due by the undersigned party for the work stated above, all court fees and attorney fees are to be paid the undersigned party.
NOTE: This proposal may become void if not accepted within 30 days.
ACCEPTANCE: You are hereby authorized to furnish all the material(s) and labor in a good workmanlike manner according to the industry standards in the above mentioned proposal. We also agree to pay the amount listed above in accordance with these terms.

Signature: _____ Date: _____

Print Name: _____ Title: _____

2283 La Crosse Ave, Unit 602 | Colton, CA 92324
P: 909-222-4014
bids@prowestwall.com
CA License # 1014800 (C61 / D12) ▪NV License #0092865 (C-20A)
DIR # 1000041721 ▪ SBE Certified # 2008225
FRP Paneling - Laminate Paneling - Wall Protection – Division 10 packages

PROPOSAL & CONTRACT

Spec 102800: Toilet Accessories — $ 36,500.00

299		ACCESSORIES (TYPE)	
23	3	TWO WALL GRAB BAR	B-5837
43	4	SOAP DISPENSER	STOKO REFRESH #30290
0	5	SEAT COVER DISPENSER & TOILET TISSUE DISPENSER - RECESSED	B-3474
0	6	SEAT COVER DISPENSER, SANITARY NAPKIN DISPOSAL & TOILET TISSUE DISPENSER - RECESSED	B-3574
16	7	SEAT COVER DISPENSER, SANITARY NAPKIN DISPOSAL & TOILET TISSUE DISPENSER - PARTITION MTD	B-357
7	8	SEAT COVER DISPENSER & TOILET TISSUE DISPENSER - PARTITION MTD	B-347
0	9	HAND DRYER	BRADLEY AERIX 2902-287500
44	10	MIRROR 24" X 36"	B-165 2436
23	11	SEAT COVER DISPENSER	B-221
17	12	SANITARY NAPKIN DISPOSAL & TOILET TISSUE DISPENSER	B-3094
6	13	TOILET TISSUE DISPENSER	B-3888
8		GRAB BAR 42"	B-5806 42
8		CHANGING ROOM CURTAIN	B-204-3
96		CHANGING ROOM CURTAIN HOOK	B-204-1
6		CHANGING ROOM CURTAIN ROD 36"	B-6047 36
2		CHANGING ROOM CURTAIN ROD 60"	B-6047 60

PAYMENT & TERMS: Net 30 Days. (There will be a 1.5% additional charge per month on all unpaid balances 30 days from the date of invoice.)
On contracts $10,000 or less we ***exclude*** the cost of a City Business license.
Submitted By: Aram Hernandez – Estimator

Any Alteration or deviation from the above specified types and quantities; involving extra labor, material costs, and fees; will become an extra charge over and above the sum listed above. In the event that it becomes necessary to hire an attorney or file suit to collect any payment or payments due by the undersigned party for the work stated above, all court fees and attorney fees are to be paid the undersigned party.
NOTE: This proposal may become void if not accepted within 30 days.
ACCEPTANCE: You are hereby authorized to furnish all the material(s) and labor in a good workmanlike manner according to the industry standards in the above mentioned proposal. We also agree to pay the amount listed above in accordance with these terms.

Signature: _____ Date: _____

Print Name: _____ Title: _____

YTI Enterprises, Inc.

License # 830286
DIR # 1000005750
WBE1700702
Estimator: Mahesh (Mike) Sangodkar
Lamtechmail@gmail.com

1260 S State College Pkwy,
Anaheim, CA. 92618
Ph: 714-817-9637

October 28, 2025 ***Estimate # LT25- 0321***

TO: *ALL CONTRACTORS*
ATTN: *ESTIMATING*

RE: ***FREMONT MIDDLE SCHOOL***
We have the pleasure of submitting the following proposal

TOILET COMPARTMENTS AND SCREENS:

47	***Toilet Compartments***
10	***Urinal Screens***
8	***Shower Stalls - NO DOORS***

MATERIAL: *Solid Phenolic*
STYLE: *Floor Mounted Overhead Braced*
HARDWARE: *Inset Hinges + Continuous Brackets*

TOTAL INCLUDING TAX & INSTALLATION: ***$175,000.00***

RESTROOM ACCESSORIES PER PLANS & SPECS:

QTY	MODEL #	DESCRIPTION	# ITEM
23	B-5837	Horiz Grab Bar	3
43	STO-30290	Stoko Soap Dispenser	4
6	B-3479	Seat Cover Tt Disp	5
5	B-3579	Seat Cvr Disp&Dispo	6
9	B-357	Seat Cover Dispenser	7
2	B-347	Seat Cvr & Tt Disp	8
44	B-165 24-36	Chnlk Mirror PG	10
24	B-221	Seat Cover Dispenser	11
18	B-3094	Ttd & Snd	12
6	B-3888	Toilet Tissue Disp	13
8	B-5806-42	Grab Bar Snap Flange	3
4	B-204-3	Vinyl Curtain	
4	B-6047-72	Shower Rod Exp	

TOTAL INCLUDING TAX & INSTALLATION: ***$45,000.00***

HAND DRYERS:

31	BD-2902	Hand Dryer

TOTAL INCLUDING TAX (Installed By Others): ***$24,000.00***

GRAND TOTAL: ***$244,000.00***

IF WAIVER OF SUBROGATION REQUIRED PLEASE ADD $300.00 TO CONTRACT

Exclusions: This quote excludes all backing, blocking, anchor plates, caulking, any mirrors not noted above, pipe wrap / under lav. Guards, installation of hand dryers (FOB jobsite only), fillers of any kind, items not shown on plans, signs, electrical, demolition, any patching / repairing of floor / wall / ceiling, final cleaning, plumbing, jobsite security, after hours – night and weekend work, waiver of subrogation and bond.

This Quotation is based on our interpretation of the plans & specifications. If not accepted within 60 days of the date stated above this quotation is void. Seller reserves the right to withdraw this proposal at any time or to correct errors or make revisions. Any alterations or deviations from above specifications involving extra costs will be executed upon and will become an extra charge over and above this estimate. Adequate backing by others is to be furnished in order to provide proper installation. Price includes standard insurance coverage of $1,000,000.00 per occurrence. Any coverage greater than this amount will be an additional fee.
If Waiver of Subrogation required, please add $300.00 to contract

STUMBAUGH AND ASSOCIATES, INC

Quote: 8097 / Date: 10/28/2025
Project Number: 640967

Stumbaugh & Associates, Inc
3303 N San Fernando Blvd
Burbank, CA91504, US
(818) 240-1627

Prepared By: Xochilt Salguero
xochilts@stumbaugh.com

Customer
Viola Constructors, Inc.
Ventura, CA
93003

Viola Estimating
estimating@violainc.com

Project: **Fremont Middle School Reconstruction - 1130 N M St, Oxnard, CA**

Scope of Work

Note: Bond rate is 2% of the proposal total. If required add $5,000 to total sum

Toilet Partitions

	Quantity
Phenolic (Compact Laminate), Overhead Braced Toilet Partitions Description: SS Stirrup Brackets, SM Hinges, SS Shoes, Standard Color TBD	47 ea
Phenolic Urinal Screen Description: 24"x48" Wall Hung, SS Stirrup Brackets, Standard Color TBD	10 ea

Toilet Accessories

	Quantity
WHB1LDS Description: FeedbackReport image feedback Deb Stoko Dispenser, Manual, Cartridge Refill, 1000mL, Finish: Glossy	45 ea
B-3574 Description: ClassicSeries® Recessed Seat-Cover Dispenser, Sanitary Napkin Disposal and Toilet Tissue Dispenser	12 ea
B-3579 Description: ClassicSeries® Surface-Mounted, Seat-Cover Dispenser, Sanitary Napkin Disposal and Toilet Tissue Dispenser	9 ea
B-357 Description: ClassicSeries® Partition-Mounted, Seat-Cover Dispenser, Sanitary Napkin Disposal and Toilet Tissue Dispenser	7 ea
B-3474 Description: ClassicSeries Recessed Seat-Cover Dispenser and Toilet Tissue Dispenser, Left Side	7 ea
B-3479 Description: ClassicSeries Surface-Mounted Seat-Cover & Toilet Tissue Dispenser	6 ea
B-347 Description: ClassicSeries® Partition Mounted Seat Cover Dispenser and Toilet Paper Dispenser	2 ea
B-1658 24 x 36 Description: Tempered Glass Mirror with Stainless Steel Channel Frame 24" Wide x 36" High	45 ea
2902-2874 Description: Hand Dryer Satin St Stl Surf Mtd ADA Universal Voltage	31 ea
B-5837 Description: 1-1/4" Diameter Two-Wall Tub/Shower Toilet Compartment Grab Bar 36" W x 54" D - Satin Stainless Steel	19 ea

	Quantity
B-5806 x 48 Description: 48" Long x 1-1/4 inch Diameter - Straight/Satin Grab Bar	4 ea
B-239 x 34 Description: Shelf, 3 Mop Holders, 4 Rag Hooks – 34" Length	3 ea

Included (+)

1. 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.
2. Note: Bidding Standard Toilet Partition colors (unless otherwise indicated)
3. Note: Price includes delivery, installation & tax. (See Important Note Below)
4. Note: 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.
5. Note: Bid based on work performed during normal business hours. Overtime is not included unless stated.

Excluded (-)

1. Exclude: All Backing, Furring & all wall recessed openings
2. Exclude: Hook up of Hand Dryers (FOB jobsite, not installed)

Notes

A deposit of 50% is required prior to ordering material.

If you are a new customer we require a 50% deposit at time of order and the balance due prior to installation.

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 such additional sums as the court may adjudge reasonable Attorney's Fees in said suit.

Contractors License#: CA 288724

Summary

$250,016

Accepted By .....

Date .....

Fire Extinguishers

26-23: Fremont Middle School Reconstruction

Prepared by Viola Inc. - Ventura, CA 93003, United States of America

Bid Package Lead: Viola Estimating (estimating@violainc.com)

Project Location: 1130 North M Street, Oxnard, CA 93030, United States of America

104400: Fire Extinguishers & Cabinets

M&T Concrete

Base Bid

$53,940

	Unit	Qty	Unit Cost	Total Cost
LINE ITEMS				
Fire Extinguishers & Cabinets				$53,940
INCLUSIONS				**$0**
Surface mount extinguishers and cabinets.			YES	
Recessed fire extinguishers and cabinets.			YES	
Tags and signs for fire extinguishers.			YES	
Base Bid Total				**$53,940**

SCOPE-SPECIFIC CLARIFICATIONS

Provide all required labor, material, equipment, tools, transportation, taxes, insurance and services necessary to perform all Fire Protection Specialties and associated work in accordance with the Contract Documents.

Provide competent supervision continuously to perform all work described in Scope of Work as directed by the Project Superintendent in accordance with the Construction Schedule and all subsequent revisions, including but not limited to the following:

Furnish & Install all required Contract Compliant Fire Extinguishers and Cabinets, and backpack hooks in accordance with the Contract Documents. Explicitly identify all rough-in dimensions for all recessed accessories and all backing requirements.

GENERAL ACKNOWLEDGMENTS	
Acknowledge all Addenda	YES
Acknowledge Prevailaing Wage rates	YES
Acknowledge Skilled & Trained Laborforce requirements	YES
Acknowledge PLA requirements	YES
Acknowlege all Special Provisions/Exhibits: Subcontract, Insurance, Prequalification	YES
Completed and Submited Qualifications Form (Exhibit A)	YES

BOND INFORMATION	
What is your bond rate?	1.00%

CERTIFICATIONS	
California State License number	179501
Address on proposal	YES
DIR number	1000009424
"Off-Road Diesel-Fuel vehicles" will be used and SUBCONTRACTOR'S CARB compliance certification is attached to proposal	NO

DISCLAIMERS AND CLARIFICATIONS
Subcontractor shall provide all labor, material, equipment, tools, transportation, taxes, insurance and services necessary to perform associated work in accordance with the Contract Documents.
Viola Inc. is an Equal Opportunity Employer and encourages all DVBE/SBE/DBE/MBE/WBE subcontractors to submit a proposal for this project. At the option of Viola Inc., 100% bonding of any/all subcontractors may be required. Subcontractor proposals shall not limit their obligations nor diminish the requirements for this work which shall be completed in its entirety per Plans, Specifications, and all Addenda without exception. An unmodified 2025 AGCC-03 long form Subcontract will be used. Additional insured endorsement is required from all subcontractors pursuant ISO Form CG 2010 1185 or equal, no exceptions.
Skilled & Trained Workforce Requirements: Subcontractors shall comply with Education Code 17407.5 and Public Contract Code section 2600-2602, that requires subcontractors at every tier will use skilled and trained workforce to perform all the work on this project or contract that falls within an apprenticeable occupation in the building and construction trades. Compliance reports may be required with monthly progress billing.
This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.
Pursuant to Public Contract Code section 20111.6 and Education Code 17406, only prequalified bidders will be eligible to submit a bid for contracts $1 million or more using or planning to use state bond funds. Any subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-42, C-43 or C-46 licenses who have not been prequalified, will not be listed. It must be submitted to the District at least 10 business days before the bid date and approved least 5 business days before the bid date.
This project will be on an active school campus. All onsite personnel must comply with California Education Codes 45125.1, 45122.1, and 45125.2. All Subcontractors under the Contractor shall comply with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.
Bidder must be able to meet insurance requirements and required limits outlined in the Insurance Exhibit and Prime Contract.

This Project is subject to a Project Labor Agreement. The successful bidder and all subcontractors will be required to be bound by the Project Labor Agreement	
The District will not be a party to any subcontracts.	
Subcontractor pricing good for 90 days	
Summary	

Lockers

BROC | CAFS

ATHLETIC PRODUCTS SOLUTIONS | CALIFORNIA FACILITY FURNITURE

SCOPE OF WORK / QUOTATION

To: General Contractor
Attn: Estimating Department
Phone:
Fax:
Project: Freemont Middle School Reconstruction
Section(s): 10 51 00 Metal Lockers

Date:10/29/2025

Furnish and install the following Heavy Duty lockers as manufactured by Lyon Workspace Products.

Scope:

GIRLS P.E. 2-106
51 frames 12x15x24/48 double tier w/ sloped tops, fillers, number plates, no locks.

BOYS P.E. 2-112
51 frames 12x15x24/48 double tier w/ sloped tops, fillers, number plates, no locks.

TOTAL COST FURNISHED & INSTALLED $70,015.00

Quote Clarifications:

1. Liquidated Damages are not included.
2. Bonds are not included.
3. City business license fees are not included.
4. If accepted this quote becomes part of Purchase Order or Contract Agreement.
5. All required backing in walls to be by others.
6. Concrete curbs/bases by others
7. If noted otherwise quote does NOT include any locks.
8. CFS includes ALL unloading and placement of materials and disposal of debris and trash.

Notes:

- Work to be performed during standard work hours.
- Quote Valid for **90** days from above date.
- Above cost is based on one shipment of all materials.
- ADD $500.00 to the above total if a Waiver of Subrogation is required.
- Any special insurance endorsements, as required by contract, will be provided at additional charges.
- Insurance coverage to be BROC-CAFS, Inc. standard General Liability $1 Million per Occurrence with $2 Million Aggregate, and Excess Liability $2 Million, and Worker's Compensation. Any requirement for "per project aggregate" is excluded. Any required coverage in excess of these amounts, if obtainable, will be provided at additional cost.

- If bonds are determined as needed, then add to total contract per the following table:

Total Contract Amount	Bond Rate
Up to $100,000	2.11%
$100,001 - $500,000	2.08%
$500,001 - $2,500,000	1.34%
$2,500,001 - $5,000,000	1.08%
$5,000,001 - $7,500,000	0.98%
Over $7,500,000	0.90%

****This rate is good for project warranties up to 24 months, anything in excess will require additional pricing.***

Terms:	Standard BROC-CAFS payment terms are **Net 30 days** with approved credit application. On orders requiring multiple shipments or installation services, progress payments are required.
Warranty:	Standard 1 year on all items unless otherwise noted in specifications
Lead Time:	Shop drawings 4 weeks ARO. Delivery is 14 to 18 weeks after approvals and field check. Lead time does not include transit time from manufacturer or assembly of material. **Note that lead times vary throughout the year and can change without notice.**
Labor:	Prevailing Wage Rates included.

Exceptions/Exclusions: Prices quoted are based on furnishing the above described equipment in accordance with the manufacturer's published standard construction specifications and installation instructions (unless otherwise noted) and specifically excludes furnishing products by any other manufacturer, or to any other specification. Equipment noted **"as equivalent"** is functionally equivalent, and of equal or superior quality to the specified item, but may vary slightly with respect to non-essential dimensions and/or elements of construction.

Materials are released, produced, and shipped based on construction schedules provided by your firm. It is imperative for these dates to be accurate as products are shipped immediately after production.
Site MUST be ready to accept material and allow for immediate installation of material upon delivery.
CFS will not be responsible for storage of materials if schedule is changed after products are released for production with our manufacturing facilities.
Change orders for double handling of product from storage locations to installation locations would be presented prior to installation, if applicable.

CANCELLATION & DELAY. In the event of a cancellation of any Agreement, Purchaser hereby forfeits all down-payments or any other payments made and agrees to pay a minimum of 25% of the total contract price as a cancellation charge. No credit will be given nor reduction in price allowed for materials not used or installation not completed. Any such termination must be in writing and delivered to the Company in person, by mail or fax. If Seller is delayed in the performance of the work by an action or omission of the Purchaser or by circumstances beyond the control of Seller, then the schedule shall be extended for such reasonable period as is required to accommodate for the delay. Purchaser is responsible for providing written authorization to seller to release its materials to production. Seller reserves the right to impose additional charges including but not limited to storage and remobilization if Purchaser delays the start of the job or shipping of materials after releasing to production. If Purchaser delays the continuation or completion of work already in progress, Purchaser agrees to pay an additional fee to account for the actual expenses incurred by Seller on account of such delay. Such expenses shall include additional trip charges, overhead and reasonable profit, etc. The standard trip charge is $1,500.00

Addenda No. 1 is noted.



Mike Allen
mike@brocllc.com
Bleacher Restorators of Colorado, LLC (BROC,CAFS)

LOCAL PHONE: (909) 599-1200 LOCAL FAX (909) 599-1255
161 MERCURY CIRCLE, POMONA, CA 91768
CA. LICENSE #1092932; PWCR#1000927576
EXPIRES 6/30/2026

Price Quote

Elite Storage Products
PO Box 517
Collierville, TN 38027
Phone: (901) 367-3930

E-mail: quote@elitestorageproducts.com

Section Reference	Bid Date / Bid Time
105100	10/30/2025 / 2:00PM
Locker Brand(s) Proposed - Approval Status	**Quote #**
LockersMFG - Post Bid	SO-17078
Project Name - Project Location	**Sales Contact**
Fremont Middle School Reconstruction - Oxnard, CA	Sam Yates
Addendums Acknowledged	
no addendums	

Description	Amount
Total Frames: 105 RM 106 - 51 Frames: 12x15x48 Double Tier Knock Down Locker RM 112 - 51 Frames: 12x15x48 Double Tier Knock Down Locker continuous sloping hoods and 12"fillers or less included custom color Kitchen - 3 Frames: 12x16x72 Four Tier Knock Down Locker continuous sloping hoods and 12"fillers or less included zee base Sound deadening insulation Services included: Assembly, Shipping and Installation EXCLUSIONS: FILLERS GREATER THAN 12" IN TOTAL WIDTH PAYMENT AND PERFORMANCE BOND	47,000.00

Grand Total:	USD 47,000.00

MADE IN THE USA

Manufactured, fabricated, and powder coated in the USA at one of Lockers Manufacturing's plants. If you have specific steel sourcing certifications needed, please let us know in advance so that we can provide this information for you.

This is turn-key pricing guaranteed for 90 days from the bid date. Price will remain the same regardless of market fluctuations in steel material costs, fuel costs or any tariffs. No tax is included unless quoted specifically in this bid. Add appropriate tax rate as needed.

TERMS AND CONDITIONS
Please note that our terms and conditions are subject to change. You can refer to our current T&C on our website at www.elitestorageproducts.com/terms-and-conditions

FINANCIAL PROVISIONS

This is turn-key pricing guaranteed for 90 days from the bid date. Price will remain the same regardless of market fluctuations in steel material costs, fuel costs or any tariffs. No tax is included unless quoted specifically in this bid. Add appropriate tax rate as needed. Payment terms are subject to pre-approved credit status. Credit to be determined. Sizable projects may require a deposit to cover upfront costs. Without prior credit approval, pre-payment of 50% for product and freight will be required before order with manufacturer is placed. The remaining 50% payment will be required before product is shipped. If existing account is on credit hold, may lead to prepayment of material and freight.
Any vendor requiring prepayment terms, will be passed equally to you, and we agree to bill you against these prepayment terms and conditions. Where credit can be established credit will be issued. Due to market conditions and continued increase in commodities and freight, we may recommend buying the steel and holding at the factory prior, in order to lock in key cost inputs.

PRICE QUOTE
We acknowledge no addendums.
All CAD/Submittals costs included in our price. Field check is included in our installation price. We are responsible for field measurements. Lead times for metal lockers are 8-10 weeks, HDPE/plastic are 12-16 weeks, and wood lockers are 10-14 weeks. These lead times are subject to seasonality patterns and custom submittal processes; unless in stock. If lead times improve, we will communicate. Custom color requirements (including benches) are subject to increased lead times up to 20 weeks.

ELITE STORAGE PRODUCTS - EXPERIENCE THE PERFORMANCE

ESP is a market leading full-service subcontractor who sells a comprehensive line of lockers, locks, and benches along with assembly, shipping, and installation services to the General Contractor community across the U.S. ESP works with award-winning and leading national locker manufacturers. We understand the importance of communication and coordination of what it takes to execute your project with turnkey precision. Our goal is to be “on time” hitting your locker delivery and installation schedules.

ESP meets standard project pre-qualifications including:

Dedicated Project Manager - Trained Certified Locker Installers - Orientation Program for new hires - Certified Payroll Processing with E-Verification 10/30 hour OSHA Certification -OSHA 300 Logs – Toolbox Meetings - EMR rating of 0.92 – Zero Safety Incidents the last 7 years - HSE Program documented Background Checks/Drug Testing - All Bonding/Insurance (COI) requirements - Financial Stability - Company Business Licenses - Project References
Contractors Licenses: Alabama #S-49183, Arizona #ROC321008, Arkansas #32483524, California #1039575 / California DIR # 1000412807, Idaho #RCE-46606, Louisiana #59731, Mississippi #20355-NC, Nevada #84441, New Jersey Entity ID#045010444, North Dakota #000041857, Oregon #222527, South Carolina #G121025, Tennessee #66839, Virginia #2705168221, Washington #ELITESP822DM, West Virginia #WV058599

PRICING EXCLUSIONS
Textura payment fees, Software Invoicing and/or Software Project Management Fees passed to subcontractor to get paid.
Any special bond after the fact, and any specialized GL code outside normal COI’s guidelines.
No stairs to be used, if stairs are required to transport lockers up to another floor, please call back in for additional pricing. We normally, use a hole on above floors and use a lull to transport lockers up multiple floors and or use a freight elevator for transport.
Final clean and Protection after installation not included.
Excess Material Storage Fees if product is delayed by 30 days or longer from original scheduled shipment date.
Product locations, quantities, and characteristics are solely based on this proposal. Any changes will require a reprice. Scope reviews are encouraged prior to signing a contract.

Two tone color and custom colors or wraps. If required, please contact our sales team for special pricing.

All Exclusions may be added with additional pricing prior to bid or change order after the bid.

PAYMENT AND PERFORMANCE BOND (PPB) REQUIREMENTS

- Please add cost if PPB is required for this project.
- PPB is valid for one calendar year. If PPB is required beyond one calendar year, then PPB cost will need to be added on the front end of the contract for each additional year required.
- Elite Storage Products will invoice for the cost of the bond on the front end once requested. Once payment is received for the PPB, only then will Elite Storage Products issue the PPB.

OPERATIONAL EXCLUSIONS
Liquated Damages must be agreed to prior to contract. If not, this bid does not include this provision.
No Field Painting or Finishing. Caulking can be done but will need to be finalized from a cost standpoint on the front end prior to contract or will be change order in writing in the field prior to commencement. The boundary of our bid stops at the architectural measurements provided on bid day.
Standard hardware will be used. We will not color or paint the anchoring hardware unless this is priced out on the front end or will require a change order after signed contract. 4) We are not responsible for wrong field measurements due to other trades impacting our scope of work. Any costs to do onsite rearrangement of plans that requires more material will be a change order.
We are not responsible to clean up other trades work, and once product is installed any damage not mentioned will release our company.

We are not responsible to work on bases and correct the wood sleepers in bases. Uneven bases that affect a clean level install is to be corrected by others. Shims will be used but cannot guarantee if bases are poured in correctly both from a leveling and dimensional standpoint.
All Mechanical and Electrical work around the locker scope is not our responsibility.
Job Installation will be performed in the order to maximize logistics and maximize the time it takes to install. We can coordinate by area or rooms, however if this creates more cost with logistics or manpower then a change order will be required.
Stairs are considered a safety risk to get product to another floor. Typically, we use an elevator or lull to transfer lockers to next floor. If stairs are required additional pricing of manpower and equipment will be needed to cost out.

PLEASE NOTE PRIVACY TERMS
This bid is proprietary information and is private to be used only by the intended recipients as identified by Elite Storage Products. We consider any party sharing this bid or confidential information, without our company's consent, with any of our competitors to possibly be engaged in inappropriate bid shopping and not operating out of good faith, leading to a restraint of fair trade bid practices. Our company, if required, will use all available remedies under the law to cure this business practice in order to maintain our confidential proprietary information on this bid form.

PRO WEST
WALL PRODUCTS

2283 La Crosse Ave, Unit 602 | Colton, CA 92324
P: 909-222-4014
bids@prowestwall.com
CA License # 1014800 (C61 / D12) ▪NV License #0092865 (C-20A)
DIR # 1000041721 ▪ SBE Certified # 2008225
FRP Paneling - Laminate Paneling - Wall Protection – Division 10 packages

PROPOSAL & CONTRACT

JOB: Fremont Middle School – Oxnard 1130 N M Street Oxnard, Ca. 93030	NAME: Contractor

Proposal Date: 10/28/25

Plan Date: 5/14/25

Spec(s): 102120, 102800, 105100

Addendum(s): 1 Acknowledged

We agree to furnish labor and material in accordance with the following types, quantities, and specifications:

Spec 102120: Phenolic Partitions **$ 113,200.00**
(47 Toilet Stalls, 10 Urinal Screens, 8 Changing Stalls) FMOHB, Phenolic, Color TBD, Cont SS Brackets and SS hinges, SS mounting Shoes

Spec 105100: Metal Lockers **$ 98,000.00**
(102 each 2 tier lockers, 33 each 4 tier lockers, 2 each 48" ADA benches), per specs. 12" wide, 15" deep and 18" tall on the 4 tier lockers, 12" wide , 15" deep and 24" tall on the 2 tier lockers. 2 tier lockers are 48" tall per elevations.

Notes: Phenolic Partitions by ASI. Metal Lockers by Lyon Lockers
Exclusions: Hand Dryers. Any items or quantities not listed on this proposal.

TOTAL BID PRICE.....$247,700.00

PAYMENT & TERMS: Net 30 Days. (There will be a 1.5% additional charge per month on all unpaid balances 30 days from the date of invoice.)
On contracts $10,000 or less we ***exclude*** the cost of a City Business license.
Submitted By: Aram Hernandez – Estimator

Any Alteration or deviation from the above specified types and quantities; involving extra labor, material costs, and fees; will become an extra charge over and above the sum listed above. In the event that it becomes necessary to hire an attorney or file suit to collect any payment or payments due by the undersigned party for the work stated above, all court fees and attorney fees are to be paid the undersigned party.
NOTE: This proposal may become void if not accepted within 30 days.
ACCEPTANCE: You are hereby authorized to furnish all the material(s) and labor in a good workmanlike manner according to the industry standards in the above mentioned proposal. We also agree to pay the amount listed above in accordance with these terms.

Signature: _____ Date: _____

Print Name: _____ Title: _____

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bids@prowestwall.com
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DIR # 1000041721 ▪ SBE Certified # 2008225
FRP Paneling - Laminate Paneling - Wall Protection – Division 10 packages

PROPOSAL & CONTRACT

Spec 102800: Toilet Accessories — $ 36,500.00

299		ACCESSORIES (TYPE)	
23	3	TWO WALL GRAB BAR	B-5837
43	4	SOAP DISPENSER	STOKO REFRESH #30290
0	5	SEAT COVER DISPENSER & TOILET TISSUE DISPENSER - RECESSED	B-3474
0	6	SEAT COVER DISPENSER, SANITARY NAPKIN DISPOSAL & TOILET TISSUE DISPENSER - RECESSED	B-3574
16	7	SEAT COVER DISPENSER, SANITARY NAPKIN DISPOSAL & TOILET TISSUE DISPENSER - PARTITION MTD	B-357
7	8	SEAT COVER DISPENSER & TOILET TISSUE DISPENSER - PARTITION MTD	B-347
0	9	HAND DRYER	BRADLEY AERIX 2902-287500
44	10	MIRROR 24" X 36"	B-165 2436
23	11	SEAT COVER DISPENSER	B-221
17	12	SANITARY NAPKIN DISPOSAL & TOILET TISSUE DISPENSER	B-3094
6	13	TOILET TISSUE DISPENSER	B-3888
8		GRAB BAR 42"	B-5806 42
8		CHANGING ROOM CURTAIN	B-204-3
96		CHANGING ROOM CURTAIN HOOK	B-204-1
6		CHANGING ROOM CURTAIN ROD 36"	B-6047 36
2		CHANGING ROOM CURTAIN ROD 60"	B-6047 60

PAYMENT & TERMS: Net 30 Days. (There will be a 1.5% additional charge per month on all unpaid balances 30 days from the date of invoice.)
On contracts $10,000 or less we ***exclude*** the cost of a City Business license.
Submitted By: Aram Hernandez – Estimator

Any Alteration or deviation from the above specified types and quantities; involving extra labor, material costs, and fees; will become an extra charge over and above the sum listed above. In the event that it becomes necessary to hire an attorney or file suit to collect any payment or payments due by the undersigned party for the work stated above, all court fees and attorney fees are to be paid the undersigned party.
NOTE: This proposal may become void if not accepted within 30 days.
ACCEPTANCE: You are hereby authorized to furnish all the material(s) and labor in a good workmanlike manner according to the industry standards in the above mentioned proposal. We also agree to pay the amount listed above in accordance with these terms.

Signature: _____ Date: _____

Print Name: _____ Title: _____

HEI is a California DGS SB & SB-PW and LAUSD SBE Certified Company

SCOPE OF WORK/BUDGET QUOTATION

To: **Viola Constructors, Inc.** Date: October 30, 2025
Project: **Fremont MS Reconstruction**
Bid Date: **October 30, 2025 @ 2:00 PM**
Section(s): **126600 Fixed Bleachers**
116623 Gymnasium Equipment
105113 Metal Lockers

We are pleased to submit this quotation covering **126600, 116623, 105113** for the above project.

126600 Fixed Bleachers: Furnish and Install Telescoping Bleachers by Hussey Seating Company, as follows.

Bank A Hussey MAXAM MXM26 telescoping bleachers, 6-rows x 77'-0" long (with rails), wall-attached with 9-5/8" rise per row, 24" row spacing, service lights, aisles with intermediate steps, hinged front aisle steps, ARAR auto-rotating aisle rails, self-storing end guard rails, vinyl end closure curtains, ADA wheelchairs seating and T2/PF1 Powered Frame integral power operation, with pendant control.

Furnished and Installed, tax included... **$ 108,925.00 .**

Clarifications/Exceptions/Exclusions:

- **ABOVE PRICING FOR BUDGET ONLY. PENDING FINAL DSA PLANS AND SPECIFICATIONS.**
- **EXCLUDES SPECIFICATION 12600 FIXED BLEACHERS. Specifications provided describe an outdoor aluminum bleacher.**
- **Proposed bleachers are telescopic bleachers with polymer seats.**
- Power must be provided to location of bleachers and to be provided by others.
- Excludes Blocking and to be provided by others.
- Excludes BIM Submittals, OCIP and Textura Fee.
- Excludes Limit Switches. Only required on synthetic floors. See above ADD if required.
- Excludes Composite Clean-up crews. If required add $150.00 per person per hour.
- Includes engineered stamped drawings for DSA approval.
- **Please note, these are long lead time items. Once released into production, the product will be delivered to the site per the prevailing lead times and coordinated with the project schedule at the time of release. If job site is not ready upon arrival, there will be storage and additional handling charges.**
- **We will not accept ANY Payment flow through provisions from the master contract between the GC and the Owner. Payment Terms are NET 30. See attached for Terms and Conditions.**

116623 Gymnasium Equipment : Furnish and Install Gymnasium Equipment by Gared/PSS, as follows:

2 ea. PSS #3106 Front-braced, Forward-fold, Basketball backstop with Rectangular Glass backboard, #PMCE Bolt-on Safety Edge pad, #2500 Tube-tie Breakaway goal, #1100 Auto-Loc 2 Safety belt, #1194 Electric Winch, #1171 Height Adjusters.

2 ea. Gared/PSS #6105, Volleyball Systems, 3.5" O.D., posts, pads, boundary markers, antennas, (6 ea.), sleeves and locking cover plates, judges stand with padding, and two (2) upright post transporters.

SCOPE OF WORK/BUDGET QUOTATION

To: **Viola Constructors, Inc.** Date: October 30, 2025
Project: **Fremont MS Reconstruction**
Bid Date: **October 30, 2025 @ 2:00 PM**
Section(s): **126600 Fixed Bleachers**
116623 Gymnasium Equipment
105113 Metal Lockers

Gymnasium Equipment continues…

116623 Gymnasium Equipment : Furnish and Install Gymnasium Equipment by Gared/PSS, as follows:

1 lot. Gared/PSS #4130 Wall Pads, 2" thick, Class A, Neoprene, (85 ea., Flat-Pads, 2'w x 7'-6"h, & 12 ea. Corner Pads, 1' x 1' x 7'-6", with Z-Clip installation and judges stand.

1 ea. Nevco #2770 Scoreboard, Shot-Clocks with #MPCW-7 Controller.

Furnished and Installed, tax included... **$ 151,840.00 .**

Clarifications/Exceptions/Exclusions:

- ***GARED/PSS is a proposed substitution for the specified products.***
- **ABOVE PRICING FOR BUDGET ONLY. PENDING FINAL DSA PLANS AND SPECIFICATIONS.**
- Prices for overhead equipment is based on direct attachment to building roof/truss structure with areas above equipment free and clear of obstructions including lights, HVAC, Fire sprinkler, and electrical conduit. The presence of obstructions interfering with installation may result in added cost for additional support structure. Overhead Steel to be provided by others.
- Excludes divider curtain. No curtain shown on plans.
- Excludes 4' wide wall pads. Provide manufacturer's standard width of 2' wide.
- Power must be provided to location of basketball backstops and scoreboards. Must be provided by others.
- Excludes metal backing. To be supplied by others.
- Excludes low voltage cable for scoreboards and to be provided by others.
- Excludes Composite Cleanup Crew. If required, charges will be $150 per man per hour.
- Excludes OCIP and Textura Fees.
- **Please note, these are long lead time items Once released into production, the product will be delivered to the site per the prevailing lead times and coordinated with the project schedule at the time of release. If job site is not ready upon arrival, there will be storage and additional handling charges.**
- **We will not accept ANY Payment flow through provisions from the master contract between the GC and the Owner. Payment Terms are NET 30. See attached for Terms and Conditions.**

105113 Metal Lockers: Furnish and Install Metal Lockers by Lyon Workspace, and as follows:

90 ea. Lyon HD Metal Lockers, 12"w x 15"d x 24"h, (48" OAH) Two-Tier, (180 openings), 14 ga., Doors, 16 ga. Body, 18 ga. Backs, Slope-Tops, Concealed Hinges, no bases and no standard padlocks.

SCOPE OF WORK/BUDGET QUOTATION

To: **Viola Constructors, Inc.** Date: October 30, 2025
Project: **Fremont MS Reconstruction**
Bid Date: **October 30, 2025 @ 2:00 PM**
Section(s): **126600 Fixed Bleachers**
116623 Gymnasium Equipment
105113 Metal Lockers

Metal lockers continues…

12 ea. Lyon HD Metal Lockers, ADA 12"w x 15"d x 24"h, (48" OAH) Two-Tier, (24 openings), 14 ga., Doors, 16 ga. Body, 18 ga. Backs, Slope-Tops, Concealed Hinges, no bases and no standard padlocks.

Furnished and installed, tax included... **$ 91,620.00 .**

Clarifications/Exceptions/Exclusions:

- **ABOVE PRICING FOR BUDGET ONLY. PENDING FINAL DSA PLANS AND SPECIFICATIONS.**
- Excludes wood benches. Lockers to be installed on elevated concrete bases.
- Excludes BIM Submittals.
- Excludes Blocking.
- Excludes customer colors.
- Excludes Composite Clean-up crews. If required add $150.00 per person per hour.
- Excludes OCIP and Textura Fees.
- **Please note, these are long lead time items Once released into production, the product will be delivered to the site per the prevailing lead times and coordinated with the project schedule at the time of release. If job site is not ready upon arrival, there will be storage and additional handling charges.**
- **We will not accept ANY Payment flow through provisions from the master contract between the GC and the Owner. Payment Terms are NET 30. See attached for Terms and Conditions.**

Addenda 1 are noted

Prices quoted are based on furnishing the above described equipment in accordance with the manufacturer's published standard construction specifications and installation instructions (unless otherwise noted) and specifically excludes furnishing products by any other manufacturer, or to any other specification. Equipment noted ***"as equivalent"*** is functionally equivalent, and of equal or superior quality to the specified item, but may vary slightly with respect to non-essential dimensions and/or elements of construction.

Nanci Contreras

Nanci Contreras
HERK EDWARDS, INC.

Herk Edwards, Inc.
Seating & Equipment Specialists

Serving California since 1964

SCOPE OF WORK/BUDGET QUOTATION
ATTACHMENT A

To: **Viola Constructors, Inc.** Date: October 30, 2025
Project: **Fremont MS Reconstruction**
Bid Date: **October 30, 2025 @ 2:00 PM**
Section(s): **126600 Fixed Bleachers**
116623 Gymnasium Equipment
105113 Metal Lockers

Terms & Conditions:

1. Prices quoted are valid for a period of 30 days from the date of quotation or bid, and are based on shipment of the materials not later than **4/6/2028**. 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 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, add 1% 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 **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.
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.

Nanci Contreras

Nanci Contreras
HERK EDWARDS, INC.

Flagpole

Fremont Middle School Reconstruction

1130 North M Street, Oxnard, CA 93030, United States of America

Sent proposal: $9,914.59

Submitted Oct 13, 2025 at 9:57 AM PDT

Interstate Pole Industries
525 Maple Ave, Carpinteria, CA 93013, USA
Bertha Rodriguez | Projects Admin | +1 805-566-1998 | projects@ipipoles.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Flagpoles			$9,914.59
Base Bid			**$9,914.59**

Inclusions

Excavation, footing, template.	Yes
Flag pole	Yes
Rigging/ropes, flag.	Yes

General Acknowledgments

Acknowledge all Addenda	Yes
Acknowledge Prevailaing Wage rates	Yes
Acknowledge Skilled & Trained Laborforce requirements	Yes
Acknowledge PLA requirements	Yes
Acknowlege all Special Provisions/Exhibits: Subcontract, Insurance, Prequalification	Yes
Completed and Submited Qualifications Form (Exhibit A)	Yes

Bond Information

What is your bond rate?	3	%

Certifications

California State License number	507966
Address on proposal	No
DIR number	1000604342
“Off-Road Diesel-Fuel vehicles” will be used and SUBCONTRACTOR'S CARB compliance certification is attached to proposal	No

Disclaimers and Clarifications

Subcontractor shall provide all labor, material, equipment, tools, transportation, taxes, insurance and services necessary to perform associated work in accordance with the Contract Documents.

Viola Inc. is an Equal Opportunity Employer and encourages all DVBE/SBE/DBE/MBE/WBE subcontractors to submit a proposal for this project. At the option of Viola Inc., 100% bonding of any/all subcontractors may be required. Subcontractor proposals shall not limit their obligations nor diminish the requirements for this work which shall be completed in its entirety per Plans, Specifications, and all Addenda without exception. An unmodified 2025 AGCC-03 long form Subcontract will be used. Additional insured endorsement is required from all subcontractors pursuant ISO Form CG 2010 1185 or equal, no exceptions.

Fremont Middle School Reconstruction

1130 North M Street, Oxnard, CA 93030, United States of America

Skilled & Trained Workforce Requirements: Subcontractors shall comply with Education Code 17407.5 and Public Contract Code section 2600-2602, that requires subcontractors at every tier will use skilled and trained workforce to perform all the work on this project or contract that falls within an apprenticeable occupation in the building and construction trades. Compliance reports may be required with monthly progress billing.

This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.

Pursuant to Public Contract Code section 20111.6 and Education Code 17406, only prequalified bidders will be eligible to submit a bid for contracts $1 million or more using or planning to use state bond funds. Any subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-42, C-43 or C-46 licenses who have not been prequalified, will not be listed. It must be submitted to the District at least 10 business days before the bid date and approved least 5 business days before the bid date.

This project will be on an active school campus. All onsite personnel must comply with California Education Codes 45125.1, 45122.1, and 45125.2.
All Subcontractors under the Contractor shall comply with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.

Bidder must be able to meet insurance requirements and required limits outlined in the Insurance Exhibit and Prime Contract.

This Project is subject to a Project Labor Agreement. The successful bidder and all subcontractors will be required to be bound by the Project Labor Agreement

The District will not be a party to any subcontracts.

Additional Information

Notes

Add $9,975 if foundation is needed
add $975 if rebar is needed
add $8,950 if pole stand up is needed

Attachments

Fremont Middle School.pdf (55 KB)

Kitchen Equipment

HCG HOSPITALITY CONSULTING GROUP

Fremont Middle School
Oxnard, California
Food Service Equipment Proposal

October 30th, 2025

Please see proposal to furnish and install food service equipment for the above listed project. Any questions please feel free to contact us. We can also be available to meet with you to review the scope of work and how it relates to both early and main MEP coordination.

Project Description: Proposal is based on Webb Foodservice Design plan sheets FS-100 through FS-802, 114000 Boilerplate Specifications, Skilled & Trained Workforce and Addendum 1 as follows:

Item	Qty	Unit	Description	Mfr	Model
1-01	1	ea	Remote Refrigeration Rack and System	Coldzone	CUSTOM
1-02	1	ea	Walk-In Refrigerator	ThermalRite	CUSTOM
1-03	1	ea	Evaporator Coil	Coldzone	CUSTOM
1-04	1	lt	Cooler Shelving (5 Sections)	Cambro	CAMSHELVING
1-05	1	ea	Walk-In Freezer	ThermalRite	CUSTOM
1-06	1	ea	Evaporator Coil	Coldzone	CUSTOM
1-07	1	lt	Freezer Shelving (5 Sections)	Cambro	CAMSHELVING
1-08	2	ea	Refrigerator/Freezer Rack, Roll-In	Metro	RF13N
1-09	1	ea	Roll-in Refrigerator	Victory	RIS-2D-S1-HC
1-10	1	ea	Reach-In Freezer	Victory	FS-2N-S1-HC
1-11	1	lt	Dry Storage Shelving (6 Sections)	Cambro	CAMSHELVING
1-12	1	ea	Air Curtain	Berner	SHD07-1042A
1-13	1	ea	Office Desk and Chair	NIFSEC	BY OWNER
1-14	1	ea	Commercial Waste Container	Rubbermaid	FG262000GRAY
1-15	1	ea	Work Table	Custom	STAINLESS STEEL
1-16	1	ea	Wall Shelf (Knife Brackets)	Custom	STAINLESS STEEL
1-17	2	ea	Filler Panels and Trim	Custom	STAINLESS STEEL
1-18	1	ea	SpareNo	Spare No.	Spare Number
1-19	1	ea	SpareNo	Spare No.	Spare Number
1-20	1	ea	Three Compartment Sink	Custom	STAINLESS STEEL
1-21	1	ea	Wall Shelf (Knife Brackets)	Custom	STAINLESS STEEL
1-22	1	lt	Wall Flashing	Custom	STAINLESS STEEL
1-23	2	ea	Wall / Splash Mount Faucet	T&S Brass	B-0291
1-24	1	ea	Utensil Rack	Custom	STAINLESS STEEL
1-25	1	ea	Commercial Waste Container	Rubbermaid	FG262000GRAY
1-26	1	ea	Wall Shelf (Knife Brackets)	Custom	STAINLESS STEEL
1-27	1	ea	Hand Sink	AERO	HSADA-SE

1-28	1	ea	Wall / Splash Mount Faucet	T&S Brass	B-1146-04
1-29	1	ea	SpareNo	Spare No.	Spare Number
1-30	1	ea	SpareNo	Spare No.	Spare Number
1-31	1	ea	Mixer Stand w/ Utensil Rack	Custom	STAINLESS STEEL
1-32	1	ea	Planetary Mixer	Hobart	HL200-1STD
1-33	1	ea	Faucet, Kettle / Pot Filler	T&S Brass	B-0610
1-34	1	ea	Work Table	Custom	STAINLESS STEEL
1-35	1	ea	Wall Shelf (Knife Brackets)	Custom	STAINLESS STEEL
1-36	1	ea	Produce washer	Power Soak	PPI3B-75L-115-1
1-37	1	ea	Pre-Rinse Faucet Assembly	T&S Brass	B-0133-B08C
1-38	1	ea	SpareNo	Spare No.	Spare Number
1-39	1	ea	SpareNo	Spare No.	Spare Number
1-40	1	ea	SpareNo	Spare No.	Spare Number
1-41	1	ea	Hand Sink	AERO	HSADA-SE
1-42	1	ea	Wall / Splash Mount Faucet	T&S Brass	B-1146-04
1-43	1	ea	Tilting Skillet Braising Pan, Electric	RATIONAL	IVARIOPRO L 208/240V 3PH
1-44	1	ea	Faucet, Kettle / Pot Filler	T&S Brass	B-0610
1-45	2	ea	Convection Oven, Electric	Montague	2EK12A
1-46	1	ea	Combi Oven, Electric	RATIONAL	ICP 6-FULL/10-FULL E
1-47	1	ea	Water filtration System	RATIONAL	PART OF ITEM #1-46
1-48	1	ea	SpareNo	Spare No.	Spare Number
1-49	1	ea	SpareNo	Spare No.	Spare Number
1-50	1	ea	SpareNo	Spare No.	Spare Number
1-51	1	lt	Wall Flashing	Custom	STAINLESS STEEL
1-52	1	ea	Exhaust Hood	Streivor	CUSTOM
1-53	1	lt	Exhaust Hood Trim and Closure Panel	Custom	STAINLESS STEEL
1-54	1	ea	Fire Protection System	Edison	R102
1-55	1	ea	Fire Pull Box	Custom	PART OF ITEM #1-54
1-56	1	ea	Class K Fire Extinguisher	NIFSEC	BY G.C.
1-57	1	ea	Commercial Waste Container	Rubbermaid	FG262000GRAY
1-58	1	ea	SpareNo	Spare No.	Spare Number
1-59	1	ea	SpareNo	Spare No.	Spare Number
1-60	1	ea	SpareNo	Spare No.	Spare Number
1-61	1	ea	Work Table	Custom	STAINLESS STEEL
1-62	1	ea	Wall Shelf (Knife Brackets)	Custom	STAINLESS STEEL
1-63	1	ea	Mobile Heated Cabinet	Cres Cor	H137SUA12D
1-64	1	ea	Pass-Thru Heated Cabinet	Beverage Air	PH1-1HS-PT
1-65	1	ea	Pass-Thru Refrigerator	Beverage Air	PRD1HC-1AS
1-66	1	ea	Flatware & Tray Cart	Lakeside	603
1-67	1	ea	Hot Food Serving Counter / Table	Multiteria	MPHC-4-G
1-68	1	ea	Serving Counter, Utility	Multiteria	MPUC-2-G
1-69	1	ea	SpareNo	Spare No.	Spare Number
1-70	2	ea	Milk Cooler	Beverage Air	ST49HC-S

1-71	1	ea	Serving Counter, Cold Food	Multiteria	MPCC-4-I
1-72	1	ea	Serving Counter, Cold Food	Multiteria	MPCC-5-G
1-73	1	ea	Heated Cabinet, Undercounter	Cres Cor	H137SUA5D
1-74	1	ea	Serving Counter, Utility	Multiteria	MPUC-4-G
1-75	1	ea	Flatware & Tray Cart	Lakeside	603
1-76	1	ea	Hot Food Serving Counter / Table	Multiteria	MPHC-4-G
1-77	1	ea	Serving Counter, Utility	Multiteria	MPUC-2-G
1-78	1	ea	Serving Counter, Cold Food	Multiteria	MPCC-4-I
1-79	1	ea	Serving Counter, Cold Food	Multiteria	MPCC-5-G
1-80	1	ea	Heated Cabinet, Undercounter	Cres Cor	H137SUA5D
1-81	1	lt	Bumper Rails	Custom	STAINLESS STEEL
1-82	4	ea	Corner Guards	Custom	STAINLESS STEEL
1-83	4	ea	Filler Panels and Trim	Custom	STAINLESS STEEL
1-84	4	ea	Wall Cap	Custom	STAINLESS STEEL
1-85	3	ea	Employee Lockers	NIFSEC	BY OWNER

Item # 1-09 and #1-10 are listed as remote. Please note that these models are no longer provided as remote due to the upcoming 2026 regulations. Recommend going with self-contained units. Installation is based on seismic and prevailing wages. Refrigeration line runs not to exceed 100 feet from rack to coil locations. Proposal price good for today's manufactured prices through 2025. Escalation costs to be added to proposal based on installation schedule.

Standard Exclusions to proposal are: Trash dumpsters, allowances, forklift/crane fees, BIM or Revit modeling, roof penetrations, curbs, roof jacks, sleeves, carpentry or millwork if any, inter-wiring of walk in box light fixtures, conduits, pull boxes, drain lines, demolition, exhaust and make up air systems, performance or payment bonds, bid bonds, blocking/backing, final connections or inter- connections of electrical, plumbing or mechanical, concrete, back fill or tile work, permits, health department fees, duct connections to hoods, finished floors, sprinkler work, shunt trip breakers, fire suppression interfacing to building alarm, structural or seismic calculations or engineering, fire caulking, waterproofing, grouting of walk in boxes if required, redwood breakers, wall finishes not shown or listed on food service drawings and 11400 specifications, control wiring.

Proposal price as listed above: **$768,813.00**

Proposal valid for 60 days. Bond not included add 1.2% if required.

Should you have any questions please feel free to call. Thanks for the opportunity and we look forward to working with you on this project.

Best regards,

Hospitality Consulting Group
10432 Jerome Street
Villa Park, CA 92861

CSLB LIC#1091095 DIR#1001068391

KITCOR

9959 Glenoaks Blvd., Sun Valley, CA 91352 ◊ (818) 767-4800 x.22 ◊ FAX (818) 767-4658

Scope Letter

FREMONT M.S. RECONSTRUCTION

OXNARD, VENTURA CO., CALIFORNIA

CA License No.244236 - C43 **DIR Public Works Registration #1000005654** **DATE** 10/30/2025

WE ARE PLEASED TO PRESENT THIS BID TO FURNISH AND SET-IN-PLACE THE **FOOD SERVICE EQUIPMENT**
DELIVERED AND SET-IN-PLACE, SALES TAX INCLUDED: **SECTION 11 40 00**

"Not" Small Business, Women or Minority Owned

Prevailing Wage - When Applicable
Bond NOT Included w/ Bid

KITCOR'S BID PRICE $ **868,800.00**

ADDENDA NOTED 1

Cost of Bond is 2% of the Contract Amount and shall include all premium costs.
Bid based on insurance forms CG 20 10 10 93 without waiver of subrogation. Any other form, add 5% to contract.
Additive change orders are subject to 15% Overhead & Profit of overall cost. Overhead & Profit of deductive change orders to be retained by Kitcor.
Site visits to verify rough-in locations and wall backing by other trades will require a signed change order prior to visit.
Kitcor is not responsible for loss or damage to any equipment once delivered to the project and so noted.
Technical demonstration video/disc excluded, regardless if required in any section (General/Special Conditions) or Executed Contract / Subcontract.
One year warranty effective at time of demonstration or when equipment is put into use. Warranty or repair service work determined by **KITCOR** to be caused by improper use or neglect to be paid for by General Contractor/Construction Manager/Owner.

Acceptance of this bid proposal incorporates all terms of said proposal into any future contract/subcontract agreements.

BID BASED ON SPECS: > SECTION : 11 40 00 PAGE 1 THRU 27 DATED: 7/19/24

. > SHEETS : FS-100, FS-101, FS-102, FS-201, FS-301, FS-401, FS-501, FS-502, FS-503, FS-601, FS-602, FS-603, FS-604, FS-605,
> SHEETS : FS-606, FS-701, FS-801, FS-802 DATE: 08/28/24

***** ANY DOCUMENTS NOT LISTED ABOVE IS NOT INCLUDED IN OUR BID.

AS ONLY PER PLANS AND SPECIFICATION NOTED ABOVE

REMARKS: OUR BID ONLY INCLUDES FURNISHING & SETTING-IN-PLACE THE FOOD SERVICE EQUIPMENT, ***ITEM # 1-01 THRU ITEM # 1-85*** UNLESS, INDICATED TO BE BY OTHERS (Owner, General Contractor, Mechanical, Electrical, Plumbing, Architectural, Vendor, Other Sections, Etc.)

WE EXCLUDE THE FOLLOWING ITEMS PROVIDED BY THE OWNER AND GC.
> ITEM NUMBERS 1-13, 1-56 AND 1-85.

ITEM 1-01 REMOTE REFRIGERATION RACK AND SYSTEM. MANUFACTURER QUOTED A2L REFRIGERANT TO MATCH THE 2026 REGULATIONS.

ITEM 1-09 & 1-10 - 2 DOOR ROLL IN REFRIGERATOR & REACH IN FREEZER ARE BASED ON SELF CONTAINED REFRIGERATION AS COLDZONE USES A2L REFRIGERANT AND NOT R290 REFRIGERANT.

ITEM 1-70 MILK COOLER DUAL ACCESS. SPECIFIED MODEL # DISCONTINUED. MANUFACTURER QUOTED REPLACEMENT MODEL #ST49HC-S.

OUR BID IS BASED ON KITCOR BEING PAID FOR STORED EQUIPMENT AT OUR FACILITY.

NOTE: SOME MANUFACTURERS MAY REQUIRE DEPOSITS, OR PAID FOR IN ADVANCE, THESE COSTS ARE THE OWNER'S RESPONSIBILTY.

EXCLUDES:
Mechanical, Electrical, and Plumbing rough-ins and connections. - Exhaust and MUA systems, ductwork, connections. - Low voltage wiring or final connections of Ansul System - Concrete, tiles, FRP, floor insulation, coring, sleeves, roof jacks, equipment pads, pitch pockets, or penetrations - Any work inside/outside of the kitchen without an item number. - Backing, blocking, seismic, or structural supports. - Work above the ceiling with the exception of threaded hanger rods to support exhaust hoods, and recessed fly fans. - Any reference to, or details shown on Structural or Architectural Drawings. - All items referenced to other sections. - Light bulbs for walk-ins or exhaust hoods. - Removal, storage, cleaning, refurbishing, repair, start-up, or operational instruction of any Owner furnished or existing equipment. - Millwork, wood sub-top, cabinetry, plastic laminate, corian, marble, granite, solid surface, stone work, etc. - Windows, roll-up doors, window/wall frames. - ~~Wall flashings~~, ~~corner guards~~, ~~wall caps/bumpers~~, or railings. ~~-Hand sinks~~, mop sinks, drop-in sinks, floor sinks, floor troughs, installation of floor troughs or drains. ~~-Air curtains~~, lockers, benches, fire extinguishers. -Soap/towel dispensers, mop rack, mop shelves. -Residential appliances, seating equipment. -Permits, fees, licensing, inspection, or inspection related costs. **GC TO PROVIDE ACCESS FOR ALL EQUIPMENT.**

PAYMENT IS TO BE MADE ON STORED EQUIPMENT WHETHER AT THE JOB SITE OR AT OUR FACILITY IN SUN VALLEY. SHOULD INSTALLATION BE DELAYED BY NO FAULT OF KITCOR, ALL EQUIPMENT STORED AT OUR FACILITY SHALL BE PAID IN FULL PRIOR TO INSTALLATION.
FINAL PAYMENT DUE NO LATER THAN 35 DAYS AFTER KITCHEN EQUIPMENT HAS BEEN APPROVED OR PUT IN USE.

Due to recently imposed and anticipated future tariffs affecting materials within our industry, the pricing provided in this proposal reflects current market conditions as of the bid date. To protect against potential cost escalation, we respectfully request that the General Contractor include an allowance specifically designated for tariff-related change orders. Please specify the allowance amount to be included, either within the base bid or as an additive alternate, along with any assumptions or contingencies tied to this consideration. In the event that tariff-related cost adjustments are required, please outline the agreed-upon process for submitting, reviewing, and validating these impacts as part of the change order procedure.

Job Name:	Fremont Middle School Reconstruction DSA
Job Location:	1130 North M Street, Oxnard, CA 93030
Bid Date:	10/30/2025
Scope of Work:	Food Service Equipment
Addenda:	1

TOTAL BID PRICE: $929,447.00

Notes:

- Refrigeration system: "Refrigeration system does not include cost impacts due to EPA regulations going into effect January 1st, 2026" Pricing is unknown at this time.
- Item #1-44 not shown on plans and listed as Spare Number in equipment schedule. Cut sheets show T&S Brass Faucet. Item is excluded from bid.

Exclusions:

MEP Work
Overtime/Shift work
Millwork/Stone Tops
Conduits
Grouting/Concrete work
Support Structures
Seismic bracing/ installation
BIM Modeling
Beer and Beverage System
Storage Containers
Future Items

Bid price includes items as shown on Exhibit A and excludes all items listed as "By Vendor/Owner", "By Arch/Mech", "NIC", "By Millwork" or "Future"). Please see attached "EXHIBIT A" for the list of items and manufacturers included in our bid. NO Relocating/Reinstalling/Demolition of any existing equipment is included in our bid unless it is specified on the food service equipment schedule. All installation is priced using straight time only (no shift or overtime) unless noted otherwise. Per Food Service Drawings Issued Date 8/28/2024

50% Deposit of Contract Value required upon award of project. Due to recent volatility in material prices, the prices stated in this proposal are based on current Manufacturer's / Supplier's cost proposals at the time of bid. Any price increases resulting from tariffs, materials, freight cost etc. will be documented and actual cost Manufacturer/Supplier price increases will be provided for substantiation of cost impact and added to the contract.

KCI shall not be responsible for any sole source product/manufacturer and Owner and GC shall indemnify, defend and hold harmless KCI against claims, damages, losses, costs, expenses, including any fees of accountants, attorneys, experts or other professional or investigation expenses, and liabilities in law or in Equity arising out of the Subcontractor's operation and Subcontractors work as it relates to the sole source products.

PRICE INCLUDES:	**EQUIPMENT, DELIVERY, INSTALLATION AND SALES TAX**
FINAL BONDS:	**COST OF FINAL BONDS NOT INCLUDED.**
INSURANCE:	**PER ATTACHED SAMPLE CERTIFICATE OF INSURANCE**

COMPLETE AUTO CAD FILES ARE NEEDED FOR SUBMITTALS

EXCLUSIONS AND WORK BY OTHERS:

1. Carpentry, millwork masonry, electrical and plumbing/drain lines.
2. Support structures and hood hangers beyond 18" above top of hood.
3. Any vent/duct connections to the hood
4. Any walk-in cold box and hood's top enclosure taller than 18"
5. Any exhaust or make up air fans.
6. Any MEP final connections and inter-connections.
7. Any wood & Concrete curbs, metal caps on curbs, pads, roofing, pitch pockets & Sealing. Coring/cutting, sleeves, embeds of any kind.
8. Finished floors and grouting around walk-in cold boxes.
9. Fire sprinklers, inter-facing of Ansul/Fire Suppression system cabinets with building fire alarm.
10. Wall backing, roof curbs, cub flashing, pitch pocket, rain caps, roof jack and sealing of any of these items.
11. Any stainless-steel work not listed in section 11400 or without an item number.
12. Installation and inter-wiring of light fixtures and other loose components of walk-in cold boxes and hoods, electrical services, control/defrost wiring of evaporator/condensing unit, wiring of thermostats, time clocks, solenoid valves, any micro switch of any kind.
13. Interface wiring of fire suppression system with electrical shunt trip breaker/contactors, provision of j-box and in-wall conduit for pull box.
14. Any electrical/mechanical work for hood's ventilation demand control system
15. Overhead coiling doors, stainless steel wall caps, windowsill.
16. Any item or detail shown in Architectural, Structural, Electrical, Plumbing, Mechanical section.
17. Trenching, in wall and under slab or overhead raceway and conduits.
18. Under slab insulation, waterproofing and installation or block-out forming for floor troughs.
19. Structural calculations, seismic calculation/installation and DSA approval for equipment bracing or anchorage.
20. Any anchoring / bracing and tethering other than those shown or referenced in section 11400.
21. Any scope of work shown on contract documents other than to be by this trade.
22. Any warranty other than standard one-year parts and labor warranty.
23. Refurbishing, repair or modification of existing equipment. Equipment warranty for existing equipment
24. Any brand of equipment other than those listed in "Exhibit A" of this bid.
25. Millwork counters, fascia and counter tops of any material other than stainless steel
26. Pollution/Mold Liability/Earth movement and subsidence liability, Builder's Risk
27. Dumpsters
28. Overhead Protection, license, permits, fees, plywood/fire treated plywood, roof and deck damage, roof fall protection, inside fall protection, OCIP/CCIP, shoring, bonds, netting, toe board, containment, parking costs, liquidated delay damages, ramp/bridges, drug testing, engineering, patching holes
    Note: Warranties are provided by manufacturers.

GENERAL TERMS AND CONDITIONS OF THIS BID:

1. Acceptance of this proposal by Contractor shall be acceptance of all terms and conditions recited herein and shall supersede any conflicting term in any other contractor's document or project advertisement. Any of the Contractor's terms and conditions in addition or different from this proposal are objected to and shall have no effect. Contractor's agreement herewith shall be evidenced by Contractor listing KCI in its bid documents or by permitting KCI to provide submittals or commence work for this project.
2. Nothing in this proposal shall require KCI to continue performance if timely payments are not made to KCI for suitably performed work or stored materials.
3. No back-charges or claim of any kind shall be valid except by an agreement in writing by KCI before the work is executed. Contractor is to prepare all work areas so as to be acceptable for KCI work under the proposal. KCI will not be called upon to start work until sufficient areas are ready to insure continued work. The Contractor shall furnish all temporary site facilities including suitable storage space, temporary electrical and water at no cost to KCI.
4. Contractor shall, if the Owner does not, purchase and maintain risk insurance upon full value of the entire work and/or materials delivered to the job site, which shall include the interest of KCI.
5. KCI shall indemnify and hold harmless the Contractor from damages only to the extent such damages were caused by sole negligent act or omission of KCI. KCI shall not be responsible for any sole source product/manufacturer and Owner and GC shall indemnify, defend and hold harmless KCI against claims, damages, losses, costs, expenses, including any fees of accountants, attorneys, experts or other professional or investigation expenses, and liabilities in law or in Equity arising out of the Subcontractor's operation and Subcontractors work as it relates to the sole source products.
6. In the event of price increase of material, supply, equipment, or energy, or any element of the subcontract occurring between the date of this proposal and the first day of performance of the subcontracted work through no fault of KCI the subcontract sum shall be equitably adjusted by change order(s) to reflect the price increase(s). KCI shall be entitled to escalation costs regardless of Contractor being able to pass these costs to the Owner.
7. KCI make no guarantees as to whether material lead times and delivery will accommodate the project schedule. The actual lead time and delivery dates can only be provided by and confirmed by the material manufacturer. If a specified product is unavailable or shipment is or will be delayed, KCI will provide notice to Contractor and shall be afforded a time extension on the project schedule, and substitute products, if available, may be considered
8. Terms of payment; Retention shall be reduced to 5% when food service contract is 50% complete.
9. Workers' Comp and General Liability Insurance will be provided during construction. No Additional Insured will be provided If the project is OCIP, OCIP policy should have 10-year "tail" coverage following substantial completion and is subject to approval of KCI's insurance carrier.

Estimator: Kylie Merkovich

Exhibit A

Item #	Manufacturer	Model #	Description	Qty
1-01	COLDZONE	MPL-2	REMOTE REFRIGERATION RACK AND SYSTEM	1

1-02	THERMLARITE	CUSTOM	WALK-IN COOLER (REMOTE)	1
1-03	COLDZONE	CL6E1242DDA	EVAPORATOR COIL (COOLER)	1
1-04	CAMBRO	CAMSHELVING	COOLER STORAGE SHELVING UNIT	5
1-05	THERMALRITE	CUSTOM	WALK-IN FREEZER (REMOTE)	1
1-06	COLDZONE	CL6A117ADA	EVAPORATOR COIL (FREEZER)	1
1-07	CAMBRO	CAMSHELVING	FREEZER STORAGE SHELVING UNITS	5
1-08	METRO	RF13N	MOBILE ROLL-IN RACK	2
1-09	VICTORY	RIS-2D-S1-HC	2 DOOR ROLL - IN REFRIGERATOR (REMOTE)	1
1-10	VICTORY	FS-2D-S1	2 DOOR REACH-IN FREEZER (REMOTE)	1
1-11	CAMBRO	CAMSHELVING	DRY STORAGE SHELVING UNIT	6
1-12	BERNER	SHD07-1042A	AIR CURTAIN, RECEIVING	1
1-13	NIFSEC	BY OWNER	OFFICE DESK AND CHAIRS	1
1-14	RUBBERMAID	FG262000GRAY	TRASH RECEPTACLE W/ DOLLY	1
1-15	CUSTOM	S/S	WORK TABLE L-SHAPE W/ DRAWER	1
1-16	CUSTOM	S/S	WALL SHELF (KNIFE BRACKETS)	1
1-17	CUSTOM	S/S	ENCLOSURE TRIM	2
1-18			SPARE #	1
1-19			SPARE #	1
1-20	CUSTOM	S/S	3 COMPARTMENT SINK ASSEMBLY	1
1-21	CUSTOM	S/S	WALL SHELF (KNIFE BRACKETS)	1
1-22	CUSTOM	S/S	WALL FLASHING	1
1-23	T&S	B-0291	SPLASH MOUNTED HI-FLO UTENSIL SINK FAUCETS	2
1-24	CUSTOM	S/S	UTENSIL RACK	1
1-25	RUBBERMAID	FG262000GRAY	TRASH RECEPTACLE W/ DOLLY	1
1-26	CUSTOM	S/S	WALL SHELF (KNIFE BRACKETS)	1
1-27	AERO	HSADA-SE	HAND SINK W/ SOAP AND TOWEL DISPENSERS	1
1-28	T&S	B-1146-04	HAND SINK FAUCET SPLASH MOUNTED	1
1-29			SPARE #	1
1-30			SPARE #	1
1-31	CUSTOM	S/S	MIXER STAND W/ UTENSIL RACK	1
1-32	HOBART	HL-200-1STD	20-QT FOOD MIXER	1
1-33	T&S	B-0610	POT FILLER FAUCET	1
1-34	CUSTOM	S/S	WORK TABLE W/ DRAWER	1
1-35	CUSTOM	S/S	WALL SHELF (KNIFE BRACKETS)	1
1-36	POWERSOAK	CUSTOM	VEGETABLE WASHING SYSTEM	1
1-37	T&S	B-0133-B08C	PRE-RINSE ASSEMBLY FAUCET	1
1-38			SPARE #	1
1-39			SPARE #	1
1-40			SPARE #	1
1-41	AERO	HSADA-SE	HAND SINK W/ SOAP AND TOWEL DISPENSERS	1
1-42	T&S	B-1146-04	HAND SINK FAUCET SPLASH MOUNTED	1
1-43	RATIONAL	iVARIO PRO L 208V	TILT SKILLET ELECTRIC W/ BASE	1
1-44			SPARE #	1
1-45	MONTAGUE	2EK12A	DOUBLE DECK ELECTRIC CONVECTION OVEN	2

1-46	RATIONAL	iCOMBI PRO 6 FULL SIZE E/ 10 FULL SIZE E	COMBI OVEN 6 FULL SIZE ON 10 FULL SIZE ELECTRIC	1
1-47	RATIONAL	PART OF ITEM # 1-46	WATER FILTRATION SYSTEM	1
1-48			SPARE #	1
1-49			SPARE #	1
1-50			SPARE #	1
1-51	CUSTOM	S/S	WALL FLASHING	1
1-52	STREIVOR	SAWCBD 1906624	EXHAUST HOOD (TYPE I)	1
1-53	CUSTOM	S/S	HOOD TRIM AND CLOSURE PANELS	1
1-54	ANSUL	R102	FIRE PROTECTION SYSTEM	1
1-55	FIRE PULL BOX	PART OF ITEM #1-54	FIRE PULL BOX	1
1-56	NIFSEC	IN ARCHITECT SECTION	CLASS K FIRE EXTINGUISHERS	1
1-57	RUBBERMAID	FG262000GRAY	TRASH RECEPTACLE W/ DOLLY	1
1-58			SPARE #	1
1-59			SPARE #	1
1-60			SPARE #	1
1-61	CUSTOM	S/S	WORK TABLE W/ DRAWER	1
1-62	CUSTOM	S/S	WALL SHELF (KNIFE BRACKETS)	1
1-63	CRES COR	H-137-SUA-12D	HEATED CABINET	1
1-64	BEVERAGE-AIR	PH1-1HS-PT	PASS-THRU WARMING CABINET	1
1-65	BEVERAGE-AIR	PRD1HC-1AS	PASS-THRU REFRIGERATOR	1
1-66	LAKESIDE	603	TRAY/ SPORK CART	1
1-67	MULTITERIA	HLS72	4 HOT WELLS COUNTER	1
1-68	MULTITERIA	ULS48	UTILITY COUNTER	1
1-69			SPARE #	1
1-70	BEVERAGE-AIR	ST49N-S	MILK COOLER DUAL ACCESS	2
1-71	MULTITERIA	CLS72	4 COLD WELL FOOD COUNTER	1
1-72	MULTITERIA	CLS84	5 COLD WELL FOOD COUNTER - SALAD	1
1-73	CRES-COR	H-137-SUA-5D	INSULATED UNDERCOUNTER STAINLESS STEEL HOT CABINET	1
1-74	MULTITERIA	ULS60	MOBILE LANDING CABINET	1
1-75	LAKESIDE	603	TRAY/ SPORK CART	1
1-76	MULTITERIA	HLS72	4 HOT WELLS COUNTER	1
1-77	MULTITERIA	ULS48	UTILITY COUNTER	1
1-78	MULTITERIA	CLS72	4 COLD WELL FOOD COUNTER	1
1-79	MULTITERIA	CLS84	5 COLD WELL FOOD COUNTER - SALAD	1
1-80	CRES COR	H-137-SUA-5D	INSULATED UNDERCOUNTER STAINLESS STEEL HOT CABINET	1
1-81	CUSTOM	S/S	BUMPER RAILS	6
1-82	CUSTOM	S/S	CORNER GUARD	4
1-83	CUSTOM	S/S	TRIM PANEL	4
1-84	CUSTOM	S/S	WALL CAPS	4
1-85	NIFSEC	BY OWNER	EMPLOYEE LOCKERS	3

CA:1096846 B D34 C38 C43 | AZ: ROC112017 KO | NV: 52465 C21A | NV: 42022 C26A | IN: 20240223176798700 | MN: IR809389 | ND: 000049580

Quote

10/30/2025

To:
Viola Constructors
Bryan Szal
5811 Olivas Park Drive
Suite 204
Ventura, CA 93003
805-487-3871 203 (Contact)

Project:
Fremont Middle School Renovation
1130 North M Street
Oxnard, CA 93030

From:
TriMark
Christina Casad
210 Commerce
Irvine, CA 92602
(949)474-1000
949-474-1000 10089 (Contact)

Prices may not reflect applicable tariffs, duties, import fees, taxes, or other governmental charges. TriMark reserves the right to correct or adjust quoted prices at any time due to tariffs, market fluctuations, supply chain disruptions, third-party supplier cost changes, general contractor delays, or any other factors outside of TriMark's control. TriMark will use commercially reasonable efforts to hold pricing for seven calendar days from the date of the quote; however, all pricing remains subject to correction or adjustment as set forth above, including during the seven-day hold period.

Please read this quotation carefully as it is based on our interpretation of the items being requested.

The TriMark food service equipment proposal is based on SVA Architects Food Service Plans dated 09/30/15 and 114000 dated 01/17/25. If there is any conflict between Food Service and Architectural Plans, Food Service Plans take precedence.

Our proposal is based on union, prevailing wage installation & is seismic per SMACNA guidelines. Work is to be performed during normal business hours.

Please feel free to contact us with any questions regarding the scope of work. Thank you for the opportunity and we look forward to hearing from you soon.

Item	Qty	Description	Sell	Sell Total
1-01	1 ea	**REMOTE REFRIGERATION RACK AND SYSTEM** Coldzone Model No. MPL-2 Remote Refrigeration Rack and System. COLDZONE EXCLUDES VICTORY RIS-2D-S1-HC AND FS-2D-S1 AS THESE ARE NOW R290 WITH NO REMOTE OPTIONS. Due to their reluctance to quote them as included, the Victory units have therefore been quoted as self-contained.	$39,173.60	$39,173.60
			ITEM TOTAL:	**$39,173.60**
1-02	1 ea	**WALK-IN COOLER** Thermalrite Model No. CUSTOM Walk-In Cooler/Freezer Combo 18' 9" x 8' 1 3/8" - indoor UL Listed Class 1 Panel with NSF listed construction 1) 9' 4 1/2" x 8' 1 3/8" x 9' 9" foam rail walk-in Holding Freezer without floor 2) 9' 4 1/2" x 8' 1 3/8" x 9' 0" foam rail walk-in Holding Cooler without floor	$49,671.95	$49,671.95
			ITEM TOTAL:	**$49,671.95**
1-03	1 ea	**EVAPORATOR COIL** Coldzone Model No. CL6E1242DDA Evaporator Coil		<Included>
1-04	5 ea	**COOLER STORAGE** Cambro Model No. PREMIUM SERIES	$589.08	$2,945.40
	4 ea	CPU184272V4480 Camshelving® Premium Starter Unit, 18"W x 42"L x 72"H, 4-tier, withstands temperature -36°F (-38°C) to 190°F (88°C), includes: (4) vented polypropylene shelf plates with Camguard® antimicrobial protection, (2) pre-assembled post kits (posts constructed of steel with polypropylene exterior), (8) traverses & molded-in dovetails, 800 lbs. capacity per shelf /2,000 lbs. max capacity, speckled gray, NSF, Made in USA		
	1 kt	CPSK1842S1480 Camshelving® Premium Shelf Kit, 18"W x 42"L, withstands temperature from -36°F (-38°C) to 190°F (88°C), includes: solid shelf plates for 1 shelf with Camguard® antimicrobial protection & (2) traverses, speckled gray, NSF listed components, Made in USA		
	1 ea	CPU186072VS4480 Camshelving® Premium Starter Unit, 18"W x 60"L x 72"H, 4-tier, withstands temperature -36°F (-38°C) to 190°F (88°C), includes: (3) vented and (1) solid polypropylene shelf plates with Camguard® antimicrobial protection, (2) pre-assembled post kits (posts constructed of steel with polypropylene exterior), (8) traverses & molded-in dovetails, 800 lbs. capacity per shelf /2,000 lbs. max capacity, speckled gray, NSF,		

Item	Qty	Description	Sell	Sell Total
		Made in USA		
	1 kt	CPSK1860V1480 Camshelving® Premium Shelf Kit, 18"W x 60"L, withstands temperature from -36°F (-38°C) to 190°F (88°C), includes: vented shelf plates for 1 shelf with Camguard® antimicrobial protection & (2) traverses, speckled gray, NSF listed components, Made in USA		
	20 ea	CSFF Camshelving® Accessory, Floor Fastener, 6-1/2" x 1-1/2" x 3-1/2", 5/8" bolt hole diameter, includes: (1) stainless steel floor bracket & (1) stainless steel leveling foot, to bolt (1) post to the floor (bolt not included), silver, Made in USA		
			ITEM TOTAL:	**$2,945.40**
1-05	1 ea	**WALK-IN FREEZER** Thermalrite Model No. CUSTOM Walk-In Freezer		<Included>
1-06	1 ea	**EVAPORATOR COIL** Coldzone Model No. CL6A117ADA Evaporator Coil		<Included>
1-07	5 ea	**FREEZER STORAGE** Cambro Model No. PREMIUM SERIES	$589.08	$2,945.40
	4 ea	CPU184272V4480 Camshelving® Premium Starter Unit, 18"W x 42"L x 72"H, 4-tier, withstands temperature -36°F (-38°C) to 190°F (88°C), includes: (4) vented polypropylene shelf plates with Camguard® antimicrobial protection, (2) pre-assembled post kits (posts constructed of steel with polypropylene exterior), (8) traverses & molded-in dovetails, 800 lbs. capacity per shelf /2,000 lbs. max capacity, speckled gray, NSF, Made in USA		
	1 kt	CPSK1842S1480 Camshelving® Premium Shelf Kit, 18"W x 42"L, withstands temperature from -36°F (-38°C) to 190°F (88°C), includes: solid shelf plates for 1 shelf with Camguard® antimicrobial protection & (2) traverses, speckled gray, NSF listed components, Made in USA		
	1 ea	CPU186072VS4480 Camshelving® Premium Starter Unit, 18"W x 60"L x 72"H, 4-tier, withstands temperature -36°F (-38°C) to 190°F (88°C), includes: (3) vented and (1) solid polypropylene shelf plates with Camguard® antimicrobial protection, (2) pre-assembled post kits (posts constructed of steel with polypropylene exterior), (8) traverses & molded-in dovetails, 800 lbs. capacity per shelf /2,000 lbs. max capacity, speckled gray, NSF, Made in USA		
	1 kt	CPSK1860V1480 Camshelving® Premium Shelf Kit, 18"W x 60"L, withstands temperature from -36°F (-38°C) to 190°F (88°C), includes: vented shelf plates for 1 shelf with Camguard® antimicrobial protection & (2) traverses, speckled gray, NSF listed components, Made in USA		

Item	Qty	Description	Sell	Sell Total
	20 ea	CSFF Camshelving® Accessory, Floor Fastener, 6-1/2" x 1-1/2" x 3-1/2", 5/8" bolt hole diameter, includes: (1) stainless steel floor bracket & (1) stainless steel leveling foot, to bolt (1) post to the floor (bolt not included), silver, Made in USA		
			ITEM TOTAL:	**$2,945.40**
1-08	2 ea	**REFRIGERATOR/FREEZER RACK, ROLL-IN** Metro Model No. RF13N Roll-In Refrigerator Rack, pass-thru, 21-1/4"W x 64"H, 26"D, open frame design, slides on 1-1/2" centers, holds (36) 18" x 26" pans, sized to fit refrigerator, riveted extruded aluminum frame construction, 5" swivel casters (2) with brakes, NSF	$835.13	$1,670.26
			ITEM TOTAL:	**$1,670.26**
1-09	1 ea	**ROLL-IN REFRIGERATOR** Victory Refrigeration Model No. RIS-2D-S1-HC UltraSpec™ Series Refrigerator, Powered by V-Core™, Roll-in, two-section, self-contained refrigeration, 70.84 cu. ft. capacity, stainless exterior & interior, standard depth cabinet, (2) full height 20 gauge stainless steel doors, TOUCH POINT™ electronic temperature control/indicator, LED lighting, expansion valve technology, Santoprene door gaskets with 2 year warranty, stainless steel breakers, stainless steel ramp, 3/4 HP, cULus, UL-Sanitation, UL EPH Classified	$12,633.24	$12,633.24
	1 ea	7 year parts & labor and 7 year compressor warranty (excludes maintenance items)		
	1 ea	115v/60/1-ph, 8.5 amps, cord with NEMA 5-15P		
	1 ea	Door hinging: left door hinged on left, right door hinged on right standard		
		Schedule calls for a remote unit, but the model listed is self-contained. Please verify.		
			ITEM TOTAL:	**$12,633.24**
1-10	1 ea	**REACH-IN FREEZER** Victory Refrigeration Model No. FS-2D-S1-HC-R UltraSpec™ Series Freezer, Powered by V-Core™, Reach-in, two-section, self-contained refrigeration, 44.57 cu. ft. capacity, (2) full height solid hinged doors, (6) silver freeze (chrome-style) shelves, stainless exterior & interior, standard depth cabinet, TOUCH POINT™ electronic temperature control/indicator, LED lighting, expansion valve technology, Santoprene door gaskets with 2 year warranty, stainless steel breakers, R290 Hydrocarbon refrigerant, 3/4 HP, cULus, UL EPH Classified, UL-Sanitation	$12,436.37	$12,436.37
	1 ea	7 year parts & labor and 7 year compressor warranty (excludes maintenance items)		
	1 ea	REMOTE REFRIGERATION system by others (part # -R) (TO BE SUPPLIED BY OTHERS)		

Item	Qty	Description	Sell	Sell Total
	1 ea	Must specify refrigerant type at time of order		
	1 ea	115v/60/1-ph, 10.5 amps, with cord & NEMA 5-15P		
	1 ea	Door hinging: left door hinged on left, right door hinged on right standard		
	1 ea	Legs, set of 4, 6" high adjustable stainless steel, standard		
			ITEM TOTAL:	**$12,436.37**
1-11	6 ea	**DRY STORAGE** Cambro Model No. PREMIUM SERIES	$705.35	$4,232.11
	5 ea	CPU244872VS4480 Camshelving® Premium Starter Unit, 24"W x 48"L x 72"H, 4-tier, withstands temperature -36°F (-38°C) to 190°F (88°C), includes: (3) vented and (1) solid polypropylene shelf plates with Camguard® antimicrobial protection, (2) pre-assembled post kits (posts constructed of steel with polypropylene exterior), (8) traverses & molded-in dovetails, 800 lbs. capacity per shelf /2,000 lbs. max capacity, speckled gray, NSF, Made in USA		
	5 kt	CPSK2448V1480 Camshelving® Premium Shelf Kit, 24"W x 48"L, withstands temperature from -36°F (-38°C) to 190°F (88°C), includes: vented shelf plates for 1 shelf with Camguard® antimicrobial protection & (2) traverses, speckled gray, NSF listed components, Made in USA		
	1 ea	CPU244272VS4480 Camshelving® Premium Starter Unit, 24"W x 42"L x 72"H, 4-tier, withstands temperature -36°F (-38°C) to 190°F (88°C), includes: (3) vented and (1) solid polypropylene shelf plates with Camguard® antimicrobial protection, (2) pre-assembled post kits (posts constructed of steel with polypropylene exterior), (8) traverses & molded-in dovetails, 800 lbs. capacity per shelf /2,000 lbs. max capacity, speckled gray, NSF, Made in USA		
	1 kt	CPSK2442V1480 Camshelving® Premium Shelf Kit, 24"W x 42"L, withstands temperature from -36°F (-38°C) to 190°F (88°C), includes: vented shelf plates for 1 shelf with Camguard® antimicrobial protection & (2) traverses, speckled gray, NSF listed components, Made in USA		
	24 ea	CSFF Camshelving® Accessory, Floor Fastener, 6-1/2" x 1-1/2" x 3-1/2", 5/8" bolt hole diameter, includes: (1) stainless steel floor bracket & (1) stainless steel leveling foot, to bolt (1) post to the floor (bolt not included), silver, Made in USA		
	1 ea	LEAD TIME: 7-10 WORKING DAYS, AFTER RECEIPT OF ORDER 3-4 WEEKS FOR SHELVING AFTER RECEIPT OF ORDER		
	1 ea	PRICING NOTE: NET PRICES REFLECT A 50/10% DISCOUNT		
			ITEM TOTAL:	**$4,232.11**
1-12	1 ea	**AIR CURTAIN** Berner Model No. SHD07-1042A	$1,076.98	$1,076.98

Item	Qty	Description	Sell	Sell Total
		Sanitation Certified Series High Performance Air Curtain, 42" long, unheated, (1) 3/4 hp motor, for doors up to 7-feet high, specify exterior, indoor or exterior mounting, cULus, UL EPH Classified, MADE IN USA		
	1 ea	Five year parts warranty (unheated units)		
	1 ea	If special freight fees are requested, (See below) all applicable fees will be added to the invoice; fees subject to change; contact factory for addition information.		
	1 ea	A 120v/60/1-ph		
	1 ea	9503SD025-PR-A Plunger/Roller Door Switch, NEMA 1, max. amp draw of 20 amps, 120-240v/1ph		
	1 ea	White powder coat exterior finish, standard		
	1 ea	66ADS000DMB Mounting Bracket, for plunger door switch used with manual swing doors (field mounted)		
			ITEM TOTAL:	**$1,076.98**
1-13	1 lt	**OFFICE DESK & CHAIRS** Owner Model No. BY OWNER Packed lt Furnished and Installed by Owner		<NIC>
1-14	1 ea	**COMMERCIAL WASTE CONTAINER** Rubbermaid Commercial Products Model No. FG262000GRAY Packed 6 ea ProSave® BRUTE® Container, without lid, 20 gallon, 19-1/2"D x 22-7/8"H, round, reinforced rims, built in handles, double rimmed base, high-impact plastic construction, gray, NSF, Made in USA	$129.92	$129.92
	1 ea	FG264043BLA BRUTE® Quiet Dolly, 18-1/4"D x 6-5/8"H, non-marking casters, black, NSF, Made in USA		
			ITEM TOTAL:	**$129.92**
1-15	1 ea	**WORK TABLE L-SHAPED WITH DRAWER** Custom Fab Model No. STAINLESS Shall be custom fabricated per KEC plans, Specification, General Conditions, and approved Shop Drawings. All equipment must have NSF, UL, ETL, AGA labels as applicable. Not included in proposal: 1. Load Center 2. SSM/Millwork Decor Finishes 3. Concrete Curbs	$5,363.60	$5,363.60
			ITEM TOTAL:	**$5,363.60**
1-16	1 ea	**WALL SHELF (KNIFE BRACKETS)** Custom Fab Model No. STAINLESS Shall be custom fabricated per KEC plans, Specification, General Conditions, and approved Shop Drawings. All equipment must have NSF, UL, ETL, AGA labels as applicable.	$1,113.20	$1,113.20

Item	Qty	Description	Sell	Sell Total
		Not included in proposal: 1. Load Center 2. SSM/Millwork Decor Finishes 3. Concrete Curbs		
			ITEM TOTAL:	**$1,113.20**
1-17	1 lt	**ENCLOSURE TRIM** Custom Fab Model No. STAINLESS Packed lt Shall be custom fabricated per KEC plans, Specification, General Conditions, and approved Shop Drawings. All equipment must have NSF, UL, ETL, AGA labels as applicable. Not included in proposal: 1. Load Center 2. SSM/Millwork Decor Finishes 3. Concrete Curbs	$483.00	$483.00
			ITEM TOTAL:	**$483.00**
1-18	1 ea	**SPARE NUMBER** Spare No. Model No. SPARE		<Spare No.>
1-19	1 ea	**SPARE NUMBER** Spare No. Model No. SPARE		<Spare No.>
1-20	1 ea	**3-COMP SINK ASSEMBLY** Custom Fab Model No. STAINLESS Shall be custom fabricated per KEC plans, Specification, General Conditions, and approved Shop Drawings. All equipment must have NSF, UL, ETL, AGA labels as applicable. Not included in proposal: 1. Load Center 2. SSM/Millwork Decor Finishes 3. Concrete Curbs	$3,352.25	$3,352.25
			ITEM TOTAL:	**$3,352.25**
1-20.1	3 ea	**DRAIN, LEVER / TWIST WASTE** Fisher Model No. 22209 DrainKing Waste Valve, with flat strainer, 12 GPM drain rate, dual teflon seals, stainless steel ball, cast red brass body	$119.02	$357.06
			ITEM TOTAL:	**$357.06**
1-21	1 ea	**WALL SHELF (KNIFE BRACKETS)** Custom Fab Model No. STAINLESS Shall be custom fabricated per KEC plans, Specification, General Conditions, and approved Shop Drawings. All equipment must have NSF, UL, ETL, AGA labels as applicable. Not included in proposal: 1. Load Center	$151.80	$151.80

Item	Qty	Description	Sell	Sell Total
		2. SSM/Millwork Decor Finishes 3. Concrete Curbs		
			ITEM TOTAL:	**$151.80**
1-22	1 lt	**WALL FLASHING** Custom Fab Model No. STAINLESS Packed lt Shall be custom fabricated per KEC plans, Specification, General Conditions, and approved Shop Drawings. All equipment must have NSF, UL, ETL, AGA labels as applicable. Not included in proposal: 1. Load Center 2. SSM/Millwork Decor Finishes 3. Concrete Curbs	$1,466.25	$1,466.25
			ITEM TOTAL:	**$1,466.25**
1-23	2 ea	**WALL / SPLASH MOUNT FAUCET** T&S Brass Model No. B-0291 Kettle & Pot Sink Faucet, Big-Flo, wall mounted 8" centers, 3/4" IPS model LL street EL inlets with locknuts, 18" swing nozzle, 175°F four arm handles, 1-1/4" dia. holes required in backsplash	$455.02	$910.04
	4 ea	B-0427 Supply Nipple, 3/4" x 2-1/2"		
	2 ea	Order in quantities of (2) per faucet		
			ITEM TOTAL:	**$910.04**
1-24	1 ea	**UTENSIL RACK** Custom Fab Model No. STAINLESS Shall be custom fabricated per KEC plans, Specification, General Conditions, and approved Shop Drawings. All equipment must have NSF, UL, ETL, AGA labels as applicable. Not included in proposal: 1. Load Center 2. SSM/Millwork Decor Finishes 3. Concrete Curbs	$1,006.25	$1,006.25
			ITEM TOTAL:	**$1,006.25**
1-25	1 ea	**COMMERCIAL WASTE CONTAINER** Rubbermaid Commercial Products Model No. FG262000GRAY Packed 6 ea ProSave® BRUTE® Container, without lid, 20 gallon, 19-1/2"D x 22-7/8"H, round, reinforced rims, built in handles, double rimmed base, high-impact plastic construction, gray, NSF, Made in USA	$129.92	$129.92
	1 ea	FG264043BLA BRUTE® Quiet Dolly, 18-1/4"D x 6-5/8"H, non-marking casters, black, NSF, Made in USA		
			ITEM TOTAL:	**$129.92**
1-26	1 ea	**WALL SHELF (KNIFE BRACKETS)** Custom Fab Model No. STAINLESS	$151.80	$151.80

Item	Qty	Description	Sell	Sell Total
		Shall be custom fabricated per KEC plans, Specification, General Conditions, and approved Shop Drawings. All equipment must have NSF, UL, ETL, AGA labels as applicable. Not included in proposal: 1. Load Center 2. SSM/Millwork Decor Finishes 3. Concrete Curbs		
			ITEM TOTAL:	**$151.80**
1-27	1 ea	**HAND SINK** AERO Manufacturing Model No. HSADA-SE Hand Sink, wall mount, 14" wide x 16" front-to-back x 5" deep, ADA compliant, stainless steel construction, 8" splash on back, wall brackets, marine edge bowl, 4" OC faucet holes, splash mounted faucet, wrist handles, basket drain and Z bar included, NSF	$2,525.69	$2,525.69
	1 ea	S-54 Soap Dispenser		
	1 ea	S-55 Paper Dispenser		
	1 ea	S-56 P-Trap		
	1 ea	S-69 Side Splash, both side		
			ITEM TOTAL:	**$2,525.69**
1-28	1 ea	**WALL / SPLASH MOUNT FAUCET** T&S Brass Model No. B-1146-04 Workboard Faucet, wall mount, 4" centers, 5-3/4" swivel gooseneck nozzle (includes lockwasher to convert to rigid), 2.2 GPM aerator, quarter-turn Eterna cartridges with spring checks, 4" wrist blade handles, 1/2" NPT male inlets, ADA Compliant	$195.83	$195.83
	1 kt	B-1100-K Installation Kit, for workboard wall mount faucets, (2) short EL's		
			ITEM TOTAL:	**$195.83**
1-29	1 ea	**SPARE NUMBER** Spare No. Model No. SPARE		<Spare No.>
1-30	1 ea	**SPARE NUMBER** Spare No. Model No. SPARE		<Spare No.>
1-31	1 ea	**MIXER STAND W/UTENSIL RACK** Custom Fab Model No. STAINLESS Shall be custom fabricated per KEC plans, Specification, General Conditions, and approved Shop Drawings. All equipment must have NSF, UL, ETL, AGA labels as applicable. Not included in proposal: 1. Load Center 2. SSM/Millwork Decor Finishes	$1,472.00	$1,472.00

Item	Qty	Description	Sell	Sell Total
		3. Concrete Curbs		
			ITEM TOTAL:	**$1,472.00**
1-32	1 ea	**PLANETARY MIXER** Hobart Model No. HL200-1STD 100-120/50/60/1; Bench type mixer; with bowl, beater, whip & spiral dough arm, US/EXP configuration - Legacy Planetary Mixer, Bench, 20 quart, (3) fixed speeds plus stir speed, gear-driven transmission, 15-minute SmartTimer™, #12 taper hub, manual bowl lift, stainless steel bowl, aluminum "B" beater, stainless steel "D" wire whip, aluminum "ED" spiral dough arm, stainless steel bowl guard, 1/2 hp, cord with plug	$7,074.52	$7,074.52
	1 ea	Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA		
			ITEM TOTAL:	**$7,074.52**
1-33	1 ea	**FAUCET, KETTLE / POT FILLER** T&S Brass Model No. B-0610 Pot & Kettle Filler Faucet, wall mount mixing faucet with 8" adjustable centers, quarter-turn Eterna cartridges with spring checks, lever handles with color coded indexes, 3/8" NPT atmospheric vacuum breaker (B-0968), 68" flexible stainless steel hose with heat-resistant gray handle & hold down ring, hook nozzle with self-closing valve, finger hook, polished chrome-plated brass faucet body, 1/2" NPT female inlets, CSA	$493.87	$493.87
	1 kt	B-0230-KIT Inlet Kit, 1/2" NPT nipple, close elbows, 24" flex supply hoses		
			ITEM TOTAL:	**$493.87**
1-34	1 ea	**WORK TABLE WITH DRAWER** Custom Fab Model No. STAINLESS Shall be custom fabricated per KEC plans, Specification, General Conditions, and approved Shop Drawings. All equipment must have NSF, UL, ETL, AGA labels as applicable. Not included in proposal: 1. Load Center 2. SSM/Millwork Decor Finishes 3. Concrete Curbs	$1,817.00	$1,817.00
			ITEM TOTAL:	**$1,817.00**
1-35	1 ea	**WALL SHELF (KNIFE BRACKETS)** Custom Fab Model No. STAINLESS Shall be custom fabricated per KEC plans, Specification, General Conditions, and approved Shop Drawings. All equipment must have NSF, UL, ETL, AGA labels as applicable. Not included in proposal:	$197.80	$197.80

Item	Qty	Description	Sell	Sell Total
		1. Load Center 2. SSM/Millwork Decor Finishes 3. Concrete Curbs		
			ITEM TOTAL:	**$197.80**
1-36	1 ea	**VEGETABLE WASHING SYSTEM** Power Soak Model No. CUSTOM POWER PREP MUNIT O.D. 75" RIGHT TO LEFT X 30" FRONT TO BACK AS FOLLOWS: 0" RIGHT HEMMED END 18" SOILED DRAINBOARD 36" 4-BAY WASH TANK X 19" DEEP 21" CLEAN DRAINBOARD 0" LEFT HEMMED END UNIT TO SHIP IN (2) SECTIONS WITH NON-WELDED JBZ FIELD JOINT 1 EA POWERPREP-PSK POWER PREP 34 EA DECK-HEIGHT-PSK Deck Height 75 EA LENGTH-PSK System Length 1 EA WIDTH-30-PSK NARROW 30 INCHES FRONT TO BACK SYSTEM 1 EA TYPE-1PC-PSK ONE-PIECE CONSTRUCTION 1 EA HES-R-SLD-30-PSK 0" HEMMED END SPLASH, SOILED RIGHT END 1 EA SDB-18-30-PSK 17-18" SOILED DRAIN BOARD 1 EA WS-36R-ADVANCED-RIF-PSK 36" ADVANCED PRODUCE WASH SINK 4-BAY, REMOVABLE INTAKE/JE... 1 EA PS-50ADV-R-1PH-VFD-208/230-CDB-PROD-PSK PPA CONTROL, PS-50 W/VARIABLE FLOW, CLEAN DRAINBOARD MTG, ... 1 EA CDB-24-30-PSK 21-24" CLEAN DRAIN BOARD 1 EA HES-L-CLN-30-PSK 0" HEMMED END SPLASH, CLEAN LEFT END 1 EA PS-QDC-PSK 1/2" PRE-RINSE COMBO/XTRA-LONG HOSE/VACUUM BRKR/QUICK DS... 1 EA DREBV-PSK DRAIN BALL VALVE REAR OUTLET **** Due to the size of the order, liftgate services will not be available, and alternative unloading arrangements must be made**** **LEAD TIME: 10 - 12 WEEKS ONCE PO & APPROVED DRAWINGS ARE RECEIVED**	$26,726.43	$26,726.43
			ITEM TOTAL:	**$26,726.43**
1-37	1 ea	**PRE-RINSE FAUCET ASSEMBLY** Power Soak Pre-Rinse Faucet Assembly		<Included>
1-38	1 ea	**SPARE NUMBER** Spare No. Model No. SPARE		<Spare No.>
1-39	1 ea	**SPARE NUMBER**		<Spare No.>

Item	Qty	Description	Sell	Sell Total
		Spare No. Model No. SPARE		
1-40	1 ea	**SPARE NUMBER**		<Spare No.>
		Spare No. Model No. SPARE		
1-41	1 ea	**HAND SINK**	$2,525.69	$2,525.69
		AERO Manufacturing Model No. HSADA-SE Hand Sink, wall mount, 14" wide x 16" front-to-back x 5" deep, ADA compliant, stainless steel construction, 8" splash on back, wall brackets, marine edge bowl, 4" OC faucet holes, splash mounted faucet, wrist handles, basket drain and Z bar included, NSF		
	1 ea	S-54 Soap Dispenser		
	1 ea	S-55 Paper Dispenser		
	1 ea	S-56 P-Trap		
	1 ea	S-69 Side Splash, both side		
			ITEM TOTAL:	**$2,525.69**
1-42	1 ea	**WALL / SPLASH MOUNT FAUCET**	$195.83	$195.83
		T&S Brass Model No. B-1146-04 Workboard Faucet, wall mount, 4" centers, 5-3/4" swivel gooseneck nozzle (includes lockwasher to convert to rigid), 2.2 GPM aerator, quarter-turn Eterna cartridges with spring checks, 4" wrist blade handles, 1/2" NPT male inlets, ADA Compliant		
	1 kt	B-1100-K Installation Kit, for workboard wall mount faucets, (2) short EL's		
			ITEM TOTAL:	**$195.83**
1-43	1 ea	**TILTING SKILLET BRAISING PAN, ELECTRIC**	$23,538.46	$23,538.46
		RATIONAL Model No. IVARIOPRO L 208/240V 3PH (LMX100CE) (WX9ENRA.0002215) iVario Pro L Multifunctional Cooking Center, (1) 26 gallon pan,integrated iVarioBoost energy management system, 85° to 480°F temperature range, iZoneControl with up to (4) individually controlled heating zones, iCookingSuite intelligent cooking system, 6-point sensor core temperature probe, AutoLift (baskets and arm required for use), portioned water dispenser, retractable hand shower, Ethernet interface, WiFi enabled, includes stand with plastic feet, 208/240v/60Hz/3-ph, 23.0 kw, CE, ETL, NSF, IPX5		
	1 ea	NOTE: All discounts subject to approval by manufacturer		
	1 ea	2 years parts and labor warranty, standard		
	1 ea	CAP Chef Assistance Program, a RATIONAL certified Chef conducts 4 hours/location specialized application training with personnel, no charge		
	1 ea	8730.1565US Installation Kit, includes parts for: water connection, electric hardwiring, & copper drain line, for iVario size 2-S (208/240v), L (208/240v & 440/480v) and XL (440/480v) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)		

Item	Qty	Description	Sell	Sell Total
	1 ea	1900.1159US Water Filtration Single Cartridge System, for any single combi model, or XS & half-size Combi-Duos, or iVario includes: (1) single head with pressure gauge, R95-CLX filter & (1) filter installation kit		
	1 ea	Note: The RATIONAL Water Filtration Systems helps provide consistent high-quality water to your RATIONAL cooking systems. The patented carbon block technology reduces the effects of sediment, chloramines, and chlorine while delivering the required flow rates.		
	1 ea	NOTE: All public water systems using surface water and most ground water systems treat with either chlorine/chloramine or chlorine dioxide (EPA will allow levels as high as 4ppm safe for drinking water, exceeding our maximum level of .2ppm.		
	1 ea	NOTE: Chloride concentrations above 80ppm can cause corrision. RATIONAL Water Filtration does NOT reduce chloride		
	1 ea	Free Water Testing Kits are available (contact factory for info)		
	1 kt	60.74.500 SEISMIC Feet Kit, (4) 5-7/8” height adjustable flanged stainless steel feet. For size L and XL. (Can be bolted to floor, hardware not included)		
		Electrical schedule calls for single phase, however the iVarios only come as 3 phase.		
			ITEM TOTAL:	**$23,538.46**
1-44	1 ea	**SPARE NUMBER** Spare No. Model No. SPARE		<Spare No.>
1-45	2 ea	**CONVECTION OVEN, ELECTRIC** Montague Company Model No. 2EK12A Vectaire Convection Oven, electric full-size, double-deck, standard depth, thermostatic controls with 60 minute timer, two speed motor, vertical opening doors with windows, stainless steel front, sides & top, 6" adjustable legs, (2) 12.0kW, NSF, cULus	$21,140.77	$42,281.54
	2 ea	Standard warranty: one year parts and labor warranty		
	2 ea	(2) 240v/60/3ph, 12.0 kW, 30.0 amps, 1/2 hp, direct		
			ITEM TOTAL:	**$42,281.54**
1-46	1 ea	**COMBI OVEN, ELECTRIC** RATIONAL Model No. ICP 6-FULL ON 10-FULL E 208/240V 3 PH One (1) (CC1ERRA.0000218) iCombi Pro® 6-Full Size Combi Oven on one (1) (CE1ERRA.0000221) iCombi Pro® 10-Full Size Combi Oven, double stack, electric, (16) 18" x 26" sheet pan or (32) 12" x 20" steam pan or (16) 2/1 GN pan capacity, (8) stainless steel grids included, intelligent cooking system with (4) assistants; iDensityControl, iCookingSuite, iProductionManager, & iCareSystem, (6) operating modes, (5) cooking methods, (3) manual operating modes, 85° to 572°F temperature range, quick clean, care control, eco mode, 6-point core temperature probe,	$43,417.31	$43,417.31

Item	Qty	Description	Sell	Sell Total
		retractable hand shower, Ethernet interface, Wi-Fi enabled, 208/240v/60Hz/3-ph, 22.4/37.4 kW, CE, IPX5, UL, cULus, NSF, ENERGY STAR®		
	1 kt	60.76.709 SEISMIC RIGHT HINGE Stacking Kit for Combi-Duo, iCombi 6-full size (electric) on iCombi 6- or 10-full size (electric), right-side hinge (MarineLine)		
	1 ea	60.31.635 Mobile Combi-Duo Kit, full size with rollers with ¾" stepless height adjustable, required for stacking 6 full on 10 full electric, or with Universal Stacking kits, or under counter installations. (contact factory for details), stainless steel construction. H: 3-3/8"		
	1 ea	NOTE: All discounts subject to approval by manufacturer		
	1 ea	NOTE: Factory options will change the article number listed in the description above (contact factory for lead time)		
	1 ea	2 years parts and labor, 5 years steam generator warranty		
	2 ea	9999.9611 K-12 Extended Warranty: Extends the warranty for 12 months beyond the Original Equipment Warranty to 3 years parts and labor. (NET)	$545.00	<Optional>
	1 ea	NOTE: RATIONAL Certified Installation or Commissioning is required		
	1 ea	CAP Chef Assistance Program, a RATIONAL certified Chef conducts 4 hours/location specialized application training with personnel, no charge		
	1 ea	Two (2) Installation kits - One (1) for each iCombi is required		
	1 ea	8720.1563US Installation Kit, for electric iCombi/SCC/CMP 62 (208/60Hz/3ph & 240/60Hz/3ph); electric iCombi/SCC/CMP 202 (480/60Hz/3ph) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)		
	1 ea	8720.1554US (Installation Kit, for electric iCombi/SCC/CMP 102 (208/60Hz/3 & 240/60Hz/3); electric iCombi/SCC/CMP 202 (440/60Hz/3) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)		
	1 ea	1900.1158US Water Filtration Double Cartridge System, for full-size Combi-Duos or if used for more than (2) units, includes: (1) double head with pressure gauge, (2) R95-CLX filter & (1) filter installation kit (for each additional unit add (1) additional head & additional cartridge. Maximum (4) cartridges)		
	1 ea	Note: The RATIONAL Water Filtration Systems helps provide consistent high-quality water to your RATIONAL cooking systems. The patented carbon block technology reduces the effects of sediment, chloramines, and chlorine while delivering the required flow rates.		
	1 ea	NOTE: All public water systems using surface water and most ground water systems treat with either chlorine/chloramine or chlorine dioxide (EPA will allow levels as high as 4ppm safe for drinking water, exceeding our maximum level of .2ppm.		
	1 ea	NOTE: Chloride concentrations above 80ppm can cause corrision.		

Item	Qty	Description	Sell	Sell Total
		RATIONAL Water Filtration does NOT reduce chloride		
	1 ea	Free Water Testing Kits are available (contact factory for info)		
	8 ea	6010.2101 Gastronorm Grid Shelf, 2/1 size, 25-5/8" x 20-7/8", stainless steel		
		****Each Combi will come with a Starter Kit of Cleaning Chemicals. **Please choose a Cleaning System (Cartridges or Tablets). You can only purchase a quantity of 2 buckets/boxes MAX per unit.**		
		****The Combi ovens come standard with half capacity grids (shelves) per Combi. The End User may choose to purchase the other half quoted. The full size units cannot accept sheet pans without Grid shelves. Hotel pans/GN pans fit without any grids.**		
		****A floor drain cannot be directly underneath this configuration**		
		SEISMIC NOTE - Standard stacking kit 60.74.725 is not bolted together. The MarineLine stacking kit 60.76.709 should be used for SEISMIC applications		
		Seismic restraints by others.		
			ITEM TOTAL:	**$43,417.31**
1-47		**WATER FILTER INCLUDED WITH ITEM 1-46**		
1-48	1 ea	**SPARE NUMBER**		<Spare No.>
		Spare No. Model No. SPARE		
1-49	1 ea	**SPARE NUMBER**		<Spare No.>
		Spare No. Model No. SPARE		
1-50	1 ea	**SPARE NUMBER**		<Spare No.>
		Spare No. Model No. SPARE		
1-51	1 lt	**WALL FLASHING**	$1,966.50	$1,966.50
		Custom Fab Model No. STAINLESS Packed lt		
		Shall be custom fabricated per KEC plans, Specification, General Conditions, and approved Shop Drawings. All equipment must have NSF, UL, ETL, AGA labels as applicable.		
		Not included in proposal:		
		1. Load Center		
		2. SSM/Millwork Decor Finishes		
		3. Concrete Curbs		
			ITEM TOTAL:	**$1,966.50**
1-52	1 ea	**EXHAUST HOOD (TYPE I)**	$27,243.94	$27,243.94
		Streivor, Inc. Model No. SAWCBD 1906624		
		Shall be custom fabricated per KEC plans, Specification, General Conditions, and approved Shop Drawings. All equipment must have NSF, UL, ETL, AGA labels as applicable.		

Item	Qty	Description	Sell	Sell Total
			ITEM TOTAL:	**$27,243.94**
1-53	1 ea	**ENCLOSURE TRIM** Custom Fab Model No. STAINLESS Shall be custom fabricated per KEC plans, Specification, General Conditions, and approved Shop Drawings. All equipment must have NSF, UL, ETL, AGA labels as applicable. Not included in proposal: 1. Load Center 2. SSM/Millwork Decor Finishes 3. Concrete Curbs	$1,569.75	$1,569.75
			ITEM TOTAL:	**$1,569.75**
1-54	1 ea	**FIRE PROTECTION SYSTEM** Streivor, Inc. Model No. ANSUL R102 Fire Protection System	$12,604.00	$12,604.00
			ITEM TOTAL:	**$12,604.00**
1-55	1 ea	**FIRE PULL BOX** Streivor, Inc. Model No. CUSTOM part of item 1-54		<Included>
1-56	1 ea	**CLASS K FIRE EXTINGUISHERS** NOT IN CONTRACT Model No. BY G.C. Class K Fire Extinguishers		<NIC>
1-57	1 ea	**COMMERCIAL WASTE CONTAINER** Rubbermaid Commercial Products Model No. FG262000GRAY Packed 6 ea ProSave® BRUTE® Container, without lid, 20 gallon, 19-1/2"D x 22-7/8"H, round, reinforced rims, built in handles, double rimmed base, high-impact plastic construction, gray, NSF, Made in USA 1 ea FG264043BLA BRUTE® Quiet Dolly, 18-1/4"D x 6-5/8"H, non-marking casters, black, NSF, Made in USA	$129.92	$129.92
			ITEM TOTAL:	**$129.92**
1-58	1 ea	**SPARE NUMBER** Spare No. Model No. SPARE		<Spare No.>
1-59	1 ea	**SPARE NUMBER** Spare No. Model No. SPARE		<Spare No.>
1-60	1 ea	**SPARE NUMBER** Spare No. Model No. SPARE		<Spare No.>
1-61	1 ea	**WORK TABLE WITH DRAWER** Custom Fab Model No. STAINLESS Shall be custom fabricated per KEC plans, Specification, General Conditions, and approved Shop Drawings. All equipment must have NSF, UL, ETL, AGA labels as applicable.	$3,731.75	$3,731.75

Item	Qty	Description	Sell	Sell Total
		Not included in proposal: 1. Load Center 2. SSM/Millwork Decor Finishes 3. Concrete Curbs		
			ITEM TOTAL:	**$3,731.75**
1-62	1 ea	**WALL SHELF (KNIFE BRACKETS)** Custom Fab Model No. STAINLESS Shall be custom fabricated per KEC plans, Specification, General Conditions, and approved Shop Drawings. All equipment must have NSF, UL, ETL, AGA labels as applicable. Not included in proposal: 1. Load Center 2. SSM/Millwork Decor Finishes 3. Concrete Curbs	$822.25	$822.25
			ITEM TOTAL:	**$822.25**
1-63	1 ea	**MOBILE HEATED CABINET** Cres Cor Model No. H137SUA12D Cabinet, Mobile Heated, insulated, top-mount heater assembly, recessed push/pull handles, magnetic latch, (12) sets chrome plated wire universal angle slides for 12" x 20" thru 18" x 26" pans on 4-1/2" centers, adjustable 1-1/2" centers, reversible dutch doors, (4) heavy duty 5" swivel casters (2) braked, anti-microbial latches, stainless steel construction, NSF, cCSAus, ENERGY STAR®	$6,193.71	$6,193.71
	1 ea	Standard Warranty: 1 year labor with 3 year parts warranty		
	1 ea	120v/60/1-ph, 1.5 kW, 12.0 amp, 10 ft power cord, NEMA 5-15P, standard		
	1 ea	Right-hand door swing (top & bottom doors), standard		
			ITEM TOTAL:	**$6,193.71**
1-64	1 ea	**PASS-THRU HEATED CABINET** Beverage Air Model No. PH1-1HS-PT Warming Cabinet, pass-thru, one-section, 21.01 cu. ft., (4) half height doors, cylinder lock, (3) silver freeze shelves, exterior digital thermometer, top mounted heating system, aluminum interior, stainless steel front & sides, galvanized top, back & bottom, UL, UL EPH	$6,549.56	$6,549.56
	1 ea	7 year parts & labor and 7 year compressor warranty (excludes maintenance items)		
	1 ea	208-240v/60/1-ph, 5.9/6.8 amps, 1500 watts, cord, NEMA 6-20P		
	1 ea	6" Adjustable legs, standard		
			ITEM TOTAL:	**$6,549.56**
1-65	1 ea	**PASS-THRU REFRIGERATOR** Beverage Air Model No. PRD1HC-1AS P-Series Refrigerator, Pass-Thru, one-section, 22.9 cu. ft., top-	$6,872.13	$6,872.13

Item	Qty	Description	Sell	Sell Total
		mounted self-contained refrigeration, (2) solid doors, (3) adjustable shelves, LED lighting, aluminum interior, stainless steel exterior, standard depth cabinet, full-height doors, exterior digital thermometer, 6" legs, 1/3 HP, cULus, UL EPH Classified, UL-Sanitation		
	1 ea	7 year parts & labor and 7 year compressor warranty (excludes maintenance items)		
	1 ea	115v/60/1-ph, 6.5 amps, NEMA 5-15P		
	1 ea	Right hand hinge door(s), standard		
	1 ea	6" Adjustable legs, standard		
			ITEM TOTAL:	**$6,872.13**
1-66	1 ea	**FLATWARE & TRAY CART** Lakeside Manufacturing Model No. 603 Tray & Silver Cart, accepts (10) flatware cylinders (not included), (120) 16" x 22" trays, stainless steel shelf, stainless steel angle frame with push handle, 500 lb. load capacity, 5" non-marking cushion tread casters, Made in USA	$1,369.76	$1,369.76
	1 ea	Finish to be specified		
	1 ea	Casters, 5", cushion tread, all swivel, standard		
			ITEM TOTAL:	**$1,369.76**
1-67	1 ea	**4 HOT WELLS COUNTER** Multiteria Model No. HLS72 Hot Wells Counter	$38,627.30	$38,627.30
			ITEM TOTAL:	**$38,627.30**
1-68	1 ea	**UTILITY COUNTER** Multiteria Model No. ULS48 Utility Counter	$12,656.68	$12,656.68
			ITEM TOTAL:	**$12,656.68**
1-69	1 ea	**SPARE NUMBER** Spare No. Model No. SPARE		<Spare No.>
1-70	2 ea	**MILK COOLER** Beverage Air Model No. ST49HC-S School Milk Cooler, cold wall, normal temperature, 49"W x 31-1/4"D x 41-1/8"H, 18.97 cu. ft., dual access, flat top carton capacities, (12) 13" x 13" x 11" or (8) 19" x 13" x 11 case capacities, self-latching doors/lids with safety bumpers, cylinder lock, wire floor racks, electronic control, manual defrost, stainless steel interior & exterior, R290 Hydrocarbon refrigerant, 1/2 HP, cULus, UL EPH Classified, UL-Sanitation	$4,078.33	$8,156.66
	2 ea	7 year parts & labor and 7 year compressor warranty (excludes maintenance items)		
	2 ea	115v/60/1-ph, 3.7 amps, cord with NEMA 5-15P		
	2 ea	4" Heavy duty casters, (2) with brakes, standard		

Item	Qty	Description	Sell	Sell Total
		Model quoted replaces model specified.		
			ITEM TOTAL:	**$8,156.66**
1-71	1 ea	**4 COLD WELLS COUNTER** Multiteria Model No. CLS72 Cold Wells Counter	$45,046.50	$45,046.50
			ITEM TOTAL:	**$45,046.50**
1-72	1 ea	**5 COLD WELL FOOD COUNTER - SALAD** Multiteria Model No. CLS84 Cold Wells Counter	$42,008.00	$42,008.00
			ITEM TOTAL:	**$42,008.00**
1-73	1 ea	**HEATED CABINET, UNDERCOUNTER** Cres Cor Model No. H137SUA5D Cabinet, Mobile Heated, undercounter, insulated, top-mount heater assembly, magnetic latch, (5) sets of chrome plated wire universal angles on 4-1/2" centers adjustable 1-1/2" centers, field reversible door, solid state electronic control, LED digital display, (4) 2-1/2" swivel casters (2) braked, anti-microbial latches, stainless steel construction, NSF, cCSAus	$3,949.38	$3,949.38
	1 ea	Standard Warranty: 1 year labor with 3 year parts warranty		
	1 ea	120v/60/1-ph, 1.0 kW, 8.0 amp, 10 ft. power cord, standard		
			ITEM TOTAL:	**$3,949.38**
1-74	1 ea	**MOBILE LANDING CABINET** Multiteria Model No. ULS60 Mobile Landing Cabinet	$11,402.34	$11,402.34
			ITEM TOTAL:	**$11,402.34**
1-75	1 ea	**FLATWARE & TRAY CART** Lakeside Manufacturing Model No. 603 Tray & Silver Cart, accepts (10) flatware cylinders (not included), (120) 16" x 22" trays, stainless steel shelf, stainless steel angle frame with push handle, 500 lb. load capacity, 5" non-marking cushion tread casters, Made in USA	$1,369.76	$1,369.76
	1 ea	Finish to be specified		
	1 ea	Casters, 5", cushion tread, all swivel, standard		
			ITEM TOTAL:	**$1,369.76**
1-76	1 ea	**4 HOT WELLS COUNTER** Multiteria Model No. HLS72 Hot Wells Counter	$38,627.30	$38,627.30
			ITEM TOTAL:	**$38,627.30**
1-77	1 ea	**UTILITY COUNTER** Multiteria Model No. ULS48 Utility Counter	$12,656.68	$12,656.68
			ITEM TOTAL:	**$12,656.68**

Item	Qty	Description	Sell	Sell Total
1-78	1 ea	**4 COLD WELLS COUNTER** Multiteria Model No. CLS72 Cold Wells Counter	$45,046.50	$45,046.50
			ITEM TOTAL:	**$45,046.50**
1-79	1 ea	**5 COLD WELL FOOD COUNTER - SALAD** Multiteria Model No. CLS84 Cold Wells Counter	$42,008.00	$42,008.00
			ITEM TOTAL:	**$42,008.00**
1-80	1 ea	**HEATED CABINET, UNDERCOUNTER** Cres Cor Model No. H137SUA5D Cabinet, Mobile Heated, undercounter, insulated, top-mount heater assembly, magnetic latch, (5) sets of chrome plated wire universal angles on 4-1/2" centers adjustable 1-1/2" centers, field reversible door, solid state electronic control, LED digital display, (4) 2-1/2" swivel casters (2) braked, anti-microbial latches, stainless steel construction, NSF, cCSAus	$3,949.38	$3,949.38
	1 ea	Standard Warranty: 1 year labor with 3 year parts warranty		
	1 ea	120v/60/1-ph, 1.0 kW, 8.0 amp, 10 ft. power cord, standard		
			ITEM TOTAL:	**$3,949.38**
1-81	6 ea	**BUMPER RAILS** Custom Fab Model No. STAINLESS Shall be custom fabricated per KEC plans, Specification, General Conditions, and approved Shop Drawings. All equipment must have NSF, UL, ETL, AGA labels as applicable. Not included in proposal: 1. Load Center 2. SSM/Millwork Decor Finishes 3. Concrete Curbs	$379.50	$2,277.00
			ITEM TOTAL:	**$2,277.00**
1-82	4 ea	**CORNER GUARDS** Custom Fab Model No. STAINLESS Shall be custom fabricated per KEC plans, Specification, General Conditions, and approved Shop Drawings. All equipment must have NSF, UL, ETL, AGA labels as applicable. Not included in proposal: 1. Load Center 2. SSM/Millwork Decor Finishes 3. Concrete Curbs	$207.00	$828.00
			ITEM TOTAL:	**$828.00**
1-83	4 ea	**PANEL TRIM** Custom Fab Model No. STAINLESS Shall be custom fabricated per KEC plans, Specification, General	$138.00	$552.00

Item	Qty	Description	Sell	Sell Total
		Conditions, and approved Shop Drawings. All equipment must have NSF, UL, ETL, AGA labels as applicable. Not included in proposal: 1. Load Center 2. SSM/Millwork Decor Finishes 3. Concrete Curbs		
			ITEM TOTAL:	**$552.00**
1-84	4 ea	**WALL CAPS** Custom Fab Model No. STAINLESS Shall be custom fabricated per KEC plans, Specification, General Conditions, and approved Shop Drawings. All equipment must have NSF, UL, ETL, AGA labels as applicable. Not included in proposal: 1. Load Center 2. SSM/Millwork Decor Finishes 3. Concrete Curbs	$322.00	$1,288.00
			ITEM TOTAL:	**$1,288.00**
1-85	3 lt	**EMPLOYEE LOCKERS** Owner Model No. BY OWNER Packed lt Furnished and Installed by Owner		<NIC>
66605	1 lt	**PAYMENT AND PERFORMANCE BOND** TriMark Model No. P&P BOND Packed lt Bond Rate if Required 2%	$19,941.13	$19,941.13
			ITEM TOTAL:	**$19,941.13**
77701	1 ea	**MANUFACTURER SHOP DRAWINGS** TriMark Model No. SHOP DRAWINGS Shop Drawings	$1,975.00	$1,975.00
			ITEM TOTAL:	**$1,975.00**
77702	1 ea	**MEP COORDINATION DRAWINGS** TriMark Model No. SUBMITTALS MEP Coordination Drawings	$3,562.50	$3,562.50
			ITEM TOTAL:	**$3,562.50**
77704	1 ea	**SEISMIC CALCS** TriMark Model No. SEISMIC Seismic Engineering/Calculations for Hoods - estimate (ROM) only. Awaiting quote and will update once received.	$2,500.00	$2,500.00
			ITEM TOTAL:	**$2,500.00**
77705	1 ea	**SEISMIC CALCS** Thermalrite Model No. SEISMIC Seismic Engineering/Calculations for Walk ins		<Included>
77706	1 ea	**SEISMIC HARDWARE**	$1,250.00	$1,250.00

Item	Qty	Description	Sell	Sell Total
		TriMark Model No. SEISMIC Miscellaneous Seismic Hardware Allowance		
			ITEM TOTAL:	**$1,250.00**
77707	1 lt	**FORKLIFT/CRANE** TriMark Model No. FORKLIFT/CRANE Packed lt Forklift and Crane as necessary	$5,000.00	$5,000.00
			ITEM TOTAL:	**$5,000.00**
77709	1 lt	**PARKING** TriMark Model No. PARKING Packed lt Parking Allowance if Required	$600.00	<Alternate>
			ITEM TOTAL: <Alternate>	**$600.00**
88801	1 ea	**PROJECT MANAGEMENT** TriMark Model No. PROJECT MANAGEMENT SUPERVISION AND COORDINATION Coordinate with G.C and other trades, supervise TriMark subcontractors, check onsite progress, Take field dimensions where required. Field verify MEP rough in locations. Includes travel expenses. Total number of (12) days/trips onsite. If additional trips required, an upcharge will apply.	$10,133.75	$10,133.75
			ITEM TOTAL:	**$10,133.75**
88802	1 ea	**INSTALLATION OF CUSTOM FAB AND MANUFACTURED EQUIPMENT** TriMark Install Model No. S/S FAB Installation of Custom Fab and manufactured equipment per plans & specifications. Installation based on union, prevailing wage labor, seismic, DSA only, taking place Monday - Friday during normal working hours w/ reasonable access. ***MEP final connections, penetrations, sleeves, conduits by others***	$28,300.00	$28,300.00
			ITEM TOTAL:	**$28,300.00**
88803	1 ea	**INSTALLATION OF HOODS** TriMark Install Model No. HOODS Hanging of Hood(s) Not included: 1. Structural steel 2. Calculations Hood installation based on deck or structure within 6’ of the top of the hood and braced using mechanical fasteners (unistrut products)	$12,312.00	$12,312.00

Item	Qty	Description	Sell	Sell Total
			ITEM TOTAL:	**$12,312.00**
88804	1 ea	**INSTALLATION OF WALK INS** TriMark Install Model No. WALK INS Assemble Walk in cooler(s)	$13,608.00	$13,608.00
			ITEM TOTAL:	**$13,608.00**
88805	1 ea	**INSTALLATION OF REMOTE REFRIGERATION** TriMark Install Model No. REFRIGERATION Install Remote Refrigeration. Compressor Rack to be located no more than 100 linear feet from Remote Refrigerated Units. Included: 1 cooler 1 freezer 2 Stand up fridges with one compressor 12x12 s/s plates to install evaporators No seismic pipe hangers No electrical/drains/cores	$47,040.00	$47,040.00
			ITEM TOTAL:	**$47,040.00**
88806	1	**FIRE SYSTEM PRE-TEST** TriMark Install Model No. FIRE SYSTEM Fire System Pre-Test	$1,002.00	$1,002.00
			ITEM TOTAL:	**$1,002.00**
88808	1 ea	**START UP AND CALIBRATION** TriMark Model No. START UP Start Up and Calibration of Cooking Equipment	$1,200.00	$1,200.00
			ITEM TOTAL:	**$1,200.00**
88813	1 ea	**INSTALLATION OF RATIONAL** RATIONAL Model No. RATIONAL Installation of Rational	$2,220.00	$2,220.00
	1 ea	9999.2002 Pre-Installation Site Consultation, provides an installation consultation to ensure the site has proper space and connections for gas, electric, drain & water, one (1) Consultation is needed for every four (4) cooking systems, add 'in one (1) kitchen', includes 100 miles (200 miles round trip). (see attached installation flyer for details) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)		
	1 ea	9999.2120 Commissioning iVario – for one(1) iVario when not installed and commissioned by trained technicians. Includes 100 miles (200 miles round-trip). THIS ITEM IN NON-DISCOUTNABLE, USA ONLY (NET)		
	2 ea	9999.2100 Commissioning iCombi Electric – for one(1) electric iCombi when not installed and commissioned by trained technicians. Includes 100 miles (200 miles round-trip). THIS ITEM IN NON-DISCOUTNABLE, USA ONLY (NET)		

Item	Qty	Description	Sell	Sell Total
			ITEM TOTAL:	**$2,220.00**
98701	1 ea	**RECEIVING & STAGING** TriMark Model No. ORIGINAL STAGING Receive, Uncrate, Assemble equipment, prepare for delivery Price includes 90 days of staging. Delays in project schedule will necessitate additional monthly storage fees.	$3,750.00	$3,750.00
			ITEM TOTAL:	**$3,750.00**
99903	1 ea	**DELIVERY** TriMark Model No. DELIVERY Delivery to Job Site total of (5) deliveries. Should additional deliveries be required, an upcharge will apply.	$5,000.00	$5,000.00
			ITEM TOTAL:	**$5,000.00**
99905	1 lt	**ESCALATION** TriMark Model No. ESCALATION Packed lt ESCALATION TO COVER ANTICIPATED EQUIPMENT PRICE INCREASES THROUGH FSE INSTALL Q4 2027. IF FSE INSTALL PUSHES TO 2028, PLEASE ADD THE SECOND (ALTERNATE) ESCALATION LINE. THIS PRICING DOES NOT INCLUDE ANY POTENTIAL TARIFF RELATED INCREASES/SURCHARGES.	$100,261.81	$100,261.81
			ITEM TOTAL:	**$100,261.81**
99905-ALT	1 lt	**ESCALATION** TriMark Model No. ESCALATION Packed lt ESCALATION TO COVER ANTICIPATED EQUIPMENT PRICE INCREASES THROUGH FSE INSTALL Q1-Q2 2028. THIS PRICING DOES NOT INCLUDE ANY POTENTIAL TARIFF RELATED INCREASES/SURCHARGES.	$54,686.50	<Alternate>
			ITEM TOTAL: <Alternate>	**$54,686.50**

Merchandise	$932,421.31
Freight	$10,668.85
Tax 9.25%	$76,615.57
Total	$1,019,705.73

Prices are valid for **7 days**, thereafter reconfirm.

NOTE: Once submittals are approved and orders are ready to be released to the factories we'll confirm if any price increases from the manufacturers have occurred. If so, those increases will be added to the contract via change order.

In order to hold pricing, any required submittals will need to be returned/approved no later than two weeks after submission by TriMark so that we may release purchase orders to our vendors.

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In order to process purchase orders and begin fabrication, the following manufacturers require deposits. TriMark will bill for these deposits at the time of order.

Manufacturers and deposits are as follows:
Custom stainless fabrication 50%
Multiteria 50%

If Energy savings Instant Rebates are included in above pricing please note:
Estimated rebate credit shown for reference only. Amount is subject to change without notice due to rebate program updates or changes to final products. Not guaranteed. Rebate may be removed if TriMark determines Customer is in breach of TriMark's Terms of Sale or due to changes in rebate program eligibility. Customer acknowledges this rebate is not a material inducement to select TriMark.

CODE CHANGE DISCLAIMER:
TriMark's bid or proposal is based on applicable federal, state, and local building codes, ordinances, and regulations in effect as of the date of submission. In the event that any changes to building codes, standards, or other applicable legal requirements occur after the proposal date, and such changes materially impact the design, materials, means and methods, or installation requirements of our scope of work, TriMark reserves the right to issue a change order for any resulting increase in cost, labor, or time.

WARRANTIES:
All warranties, express and/or implied, including without limitation warranties of fitness for a particular purpose, are expressly disclaimed to the fullest extent allowed by LAW.

TAXES:
All applicable taxes are subject to the current rate at time of final invoicing and are the responsibility of the customer.

FINANCE CHARGE NOTICE:
A finance charge of **1.5% per month** (or the maximum rate allowed by law) will be applied to any outstanding balance not paid by the due date, unless otherwise specified in an existing contractual agreement. This charge will be assessed monthly on any overdue amount.

This Quote is subject to TriMark's Terms of Sale: https://www.trimarkusa.com/SiteMedia/SiteResources/Terms/TriMark-Terms-and-Conditions-of-Sale.pdf, which are incorporated by reference and shall govern. TriMark reserves the right to re-quote this project, and any final quote is subject to TriMark receiving and reviewing any prime contract and pass-through terms and conditions to which TriMark may be subject. The parties specifically agree that no signature shall be required in order for this Quote or its applicable terms and conditions to be deemed legally binding and enforceable on Customer where the

intent to be so bound can be inferred (including by acceptance or retention of products or services), notwithstanding contrary requirements under any law. Any tax or similar fees shown in this Quote are an estimate only.

INCLUSIONS:

- Provide and Install all items listed in 11400 specifications as it pertains to our scope.
- Hoods/Fire Suppression, Ansul valve up to 2" (if larger valve needed, an additional fee will apply), Cold Storage Rooms, Refrigeration, Stainless Steel Fixtures, Manufactured Kitchen Equipment, Freight, Taxes, K.E.C. Prepared submittal package including M.E.P. Coordination Drawings, Product Data Brochures, Shop Drawings, Operation and Maintenance Manuals, all in electronic format only (hard copies of submittal package can be provided at an additional cost), Start Ups, Demonstrations, 1-year parts and labor warranty through factories, 5-year compressor ***part only*** warranty through factories where applicable.

NOT INCLUDED IN OUR PROPOSAL:

Please be advised that the submission of this bid or quote does not guarantee TriMark acquisition of any payment, performance or other bond that is or may be required and there shall be no reliance on TriMark submission of this bid or quote that any required bond will be secured.

If Seismic Engineering is required, Additional charges for Seismic Installation/Materials may apply after engineering is complete.

Any additional Fire Suppression required/beyond system(s) included beneath exhaust hood(s) (common ducts/pollution controls/etc..) are excluded and will need to be priced as a change order.

RETURN OF PRODUCTS. All returns must be made within thirty (30) days of delivery of the Goods or Services. The Goods must be in new condition and shall be subject to the acceptance of TriMark and/or its suppliers. Customer agrees to pay the costs of return packaging, shipping and handling, as well as any restocking fees charged by TriMark or its suppliers. Fabricated or custom manufactured products may not be returned or cancelled for the return and cancellation terms applicable to this Quote.

Exclusions:

Price reduction/Monetary credit for participation in OCIP/CCIP insurance programs, Concrete curbs, Rooftop Curbs, Housekeeping Pads, Demolition, Finished floors & grouting around walk in boxes, Core drilling, X-Ray Scanning Pad for refrigeration rack, Wood thermal breakers, Hand rails, Installation of "embedded" items, Conduit line runs for all equipment, Beer system(s), Beverage line(s) and conduits, All floor/wall/ceiling/roof penetrations, Saw-cutting, Sleeves, Ducts, Fans, Blowers, Certified welders, Final weld from duct to hood, General carpentry (i.e.: backing/blocking),, SSM, Millwork, Wood finishes on counters as noted, Masonry/Tile work, FRP, ***All plumbing, electrical, mechanical, and inter-MEP or final MEP connections and waste lines****, Final connections and inter connections to pre-wired/pre-plumbed*

custom counters, Roof jacks, Pitch pockets, Condensate drains from coils in walk in, Inter-wiring coils to condensers, , Interfacing/Wiring of fire suppression system to exhaust system(s)to HVAC equipment or BMS(DCV) Systems, to building main alarm or life safety, Electrical shunt trip connectors and any other controlling switch/micro switch, Fire extinguishers, Forklifts, Grade-alls, Hoisting, Cranes, Participation in Composite crews, Installation, training, & demonstration of residential appliances, Seismic calculations/installation, Participation in any cooperative assessment for trash removal and/or trade damage, Handling owner furnished equipment, Any fees and/or permits for building/health dept., Final kitchen cleaning, Bid bond, Performance/Payment bond, Overtime for "field" labor, BIM 3D modeling, Hard copies of submittal and close out documents, Videotaping of equipment demos, Anchoring & bracing other than those shown in the 11400 specs or food service drawings, Preventative maintenance contract.

CONTRACTOR LICENSE NO: CA 1014395
DIR#: 1000005656

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $1,019,705.73

Gymnasium Equipment

Herk Edwards, Inc.
Seating & Equipment Specialists

Serving California since 1964

HEI is a California DGS SB & SB-PW and LAUSD SBE Certified Company

SCOPE OF WORK/BUDGET QUOTATION

To: **Viola Constructors, Inc.** Date: October 30, 2025
Project: **Fremont MS Reconstruction**
Bid Date: **October 30, 2025 @ 2:00 PM**
Section(s): **126600 Fixed Bleachers**
116623 Gymnasium Equipment
105113 Metal Lockers

We are pleased to submit this quotation covering **126600, 116623, 105113** for the above project.

126600 Fixed Bleachers: Furnish and Install Telescoping Bleachers by Hussey Seating Company, as follows.

Bank A Hussey MAXAM MXM26 telescoping bleachers, 6-rows x 77'-0" long (with rails), wall-attached with 9-5/8" rise per row, 24" row spacing, service lights, aisles with intermediate steps, hinged front aisle steps, ARAR auto-rotating aisle rails, self-storing end guard rails, vinyl end closure curtains, ADA wheelchairs seating and T2/PF1 Powered Frame integral power operation, with pendant control.

Furnished and Installed, tax included... **$ 108,925.00 .**

Clarifications/Exceptions/Exclusions:

- **ABOVE PRICING FOR BUDGET ONLY. PENDING FINAL DSA PLANS AND SPECIFICATIONS.**
- **EXCLUDES SPECIFICATION 12600 FIXED BLEACHERS. Specifications provided describe an outdoor aluminum bleacher.**
- **Proposed bleachers are telescopic bleachers with polymer seats.**
- Power must be provided to location of bleachers and to be provided by others.
- Excludes Blocking and to be provided by others.
- Excludes BIM Submittals, OCIP and Textura Fee.
- Excludes Limit Switches. Only required on synthetic floors. See above ADD if required.
- Excludes Composite Clean-up crews. If required add $150.00 per person per hour.
- Includes engineered stamped drawings for DSA approval.
- **Please note, these are long lead time items. Once released into production, the product will be delivered to the site per the prevailing lead times and coordinated with the project schedule at the time of release. If job site is not ready upon arrival, there will be storage and additional handling charges.**
- **We will not accept ANY Payment flow through provisions from the master contract between the GC and the Owner. Payment Terms are NET 30. See attached for Terms and Conditions.**

116623 Gymnasium Equipment : Furnish and Install Gymnasium Equipment by Gared/PSS, as follows:

2 ea. PSS #3106 Front-braced, Forward-fold, Basketball backstop with Rectangular Glass backboard, #PMCE Bolt-on Safety Edge pad, #2500 Tube-tie Breakaway goal, #1100 Auto-Loc 2 Safety belt, #1194 Electric Winch, #1171 Height Adjusters.

2 ea. Gared/PSS #6105, Volleyball Systems, 3.5" O.D., posts, pads, boundary markers, antennas, (6 ea.), sleeves and locking cover plates, judges stand with padding, and two (2) upright post transporters.

SCOPE OF WORK/BUDGET QUOTATION

To: **Viola Constructors, Inc.** Date: October 30, 2025
Project: **Fremont MS Reconstruction**
Bid Date: **October 30, 2025 @ 2:00 PM**
Section(s): **126600 Fixed Bleachers**
116623 Gymnasium Equipment
105113 Metal Lockers

Gymnasium Equipment continues…

116623 Gymnasium Equipment : Furnish and Install Gymnasium Equipment by Gared/PSS, as follows:

1 lot. Gared/PSS #4130 Wall Pads, 2" thick, Class A, Neoprene, (85 ea., Flat-Pads, 2'w x 7'-6"h, & 12 ea. Corner Pads, 1' x 1' x 7'-6", with Z-Clip installation and judges stand.

1 ea. Nevco #2770 Scoreboard, Shot-Clocks with #MPCW-7 Controller.

Furnished and Installed, tax included... $ 151,840.00 .

Clarifications/Exceptions/Exclusions:

- ***GARED/PSS is a proposed substitution for the specified products.***
- **ABOVE PRICING FOR BUDGET ONLY. PENDING FINAL DSA PLANS AND SPECIFICATIONS.**
- Prices for overhead equipment is based on direct attachment to building roof/truss structure with areas above equipment free and clear of obstructions including lights, HVAC, Fire sprinkler, and electrical conduit. The presence of obstructions interfering with installation may result in added cost for additional support structure. Overhead Steel to be provided by others.
- Excludes divider curtain. No curtain shown on plans.
- Excludes 4' wide wall pads. Provide manufacturer's standard width of 2' wide.
- Power must be provided to location of basketball backstops and scoreboards. Must be provided by others.
- Excludes metal backing. To be supplied by others.
- Excludes low voltage cable for scoreboards and to be provided by others.
- Excludes Composite Cleanup Crew. If required, charges will be $150 per man per hour.
- Excludes OCIP and Textura Fees.
- **Please note, these are long lead time items Once released into production, the product will be delivered to the site per the prevailing lead times and coordinated with the project schedule at the time of release. If job site is not ready upon arrival, there will be storage and additional handling charges.**
- **We will not accept ANY Payment flow through provisions from the master contract between the GC and the Owner. Payment Terms are NET 30. See attached for Terms and Conditions.**

105113 Metal Lockers: Furnish and Install Metal Lockers by Lyon Workspace, and as follows:

90 ea. Lyon HD Metal Lockers, 12"w x 15"d x 24"h, (48" OAH) Two-Tier, (180 openings), 14 ga., Doors, 16 ga. Body, 18 ga. Backs, Slope-Tops, Concealed Hinges, no bases and no standard padlocks.

SCOPE OF WORK/BUDGET QUOTATION

To: **Viola Constructors, Inc.** Date: October 30, 2025
Project: **Fremont MS Reconstruction**
Bid Date: **October 30, 2025 @ 2:00 PM**
Section(s): **126600 Fixed Bleachers**
116623 Gymnasium Equipment
105113 Metal Lockers

Metal lockers continues…

12 ea. Lyon HD Metal Lockers, ADA 12"w x 15"d x 24"h, (48" OAH) Two-Tier, (24 openings), 14 ga., Doors, 16 ga. Body, 18 ga. Backs, Slope-Tops, Concealed Hinges, no bases and no standard padlocks.

Furnished and installed, tax included... **$ 91,620.00 .**

Clarifications/Exceptions/Exclusions:

- **ABOVE PRICING FOR BUDGET ONLY. PENDING FINAL DSA PLANS AND SPECIFICATIONS.**
- Excludes wood benches. Lockers to be installed on elevated concrete bases.
- Excludes BIM Submittals.
- Excludes Blocking.
- Excludes customer colors.
- Excludes Composite Clean-up crews. If required add $150.00 per person per hour.
- Excludes OCIP and Textura Fees.
- **Please note, these are long lead time items Once released into production, the product will be delivered to the site per the prevailing lead times and coordinated with the project schedule at the time of release. If job site is not ready upon arrival, there will be storage and additional handling charges.**
- **We will not accept ANY Payment flow through provisions from the master contract between the GC and the Owner. Payment Terms are NET 30. See attached for Terms and Conditions.**

Addenda 1 are noted

Prices quoted are based on furnishing the above described equipment in accordance with the manufacturer's published standard construction specifications and installation instructions (unless otherwise noted) and specifically excludes furnishing products by any other manufacturer, or to any other specification. Equipment noted ***"as equivalent"*** is functionally equivalent, and of equal or superior quality to the specified item, but may vary slightly with respect to non-essential dimensions and/or elements of construction.

Nanci Contreras

Nanci Contreras
HERK EDWARDS, INC.

Herk Edwards, Inc.
Seating & Equipment Specialists

Serving California since 1964

SCOPE OF WORK/BUDGET QUOTATION
ATTACHMENT A

To: **Viola Constructors, Inc.** Date: October 30, 2025
Project: **Fremont MS Reconstruction**
Bid Date: **October 30, 2025 @ 2:00 PM**
Section(s): **126600 Fixed Bleachers**
116623 Gymnasium Equipment
105113 Metal Lockers

Terms & Conditions:

1. Prices quoted are valid for a period of 30 days from the date of quotation or bid, and are based on shipment of the materials not later than **4/6/2028**. 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 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, add 1% 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 **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.
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.

Nanci Contreras

Nanci Contreras
HERK EDWARDS, INC.

Window Coverings

Contract Decor, Inc. (800) 631-7013

72-184 North Shore Street ■ Thousand Palms, CA 92276 ■ 760-343-4444 ■ Fax 760-343-4441 ■ CDI@contract-decor.com

Contact Email Is: TFrye@Contract-Decor.com

Proposal No. 11-D40138 REV 2

Proposal submitted to	Telephone / Ext	Date
Nick Shipp & Chris Dalbec	(805) 394-9990	10/29/2025
Street Address, City, State & Zip	Email Address: Estimating@Violainc.Com	
Chris Dalbec <Cdalbec@Violainc.Com>	Job name: Fremont MS - Revision 2	
Buyer: Viola Constructors	Job location: Oxnard, CA	

Revision #2 Up-Dated - Revised Quantities & Pricing
Section 122110 Horizontal Louver Blinds

Inclusions: Provide & Install
REVISED 158 Units Riviara Cordless 1" 8 gauge Aluminum Horizontal Blinds

Locations: All Exterior Windows

REVISED TOTAL PRICE = $43,268.00
Includes PLA
Based on Plans Dated 10/01/2024 & Addendum 1
****Pricing Valid for 90 days.**

****Addendum 1 noted.**
****Price includes materials, tax, field measure and installation at prevailing wage rates.**

EXCLUSIONS:
****All Backing By Others as Required**
****Based on 2 phase installation, add 950.00 per additional phase for mobilization if required.**
****Extra Materials - No attic stock included.**
****Bonding and union labor not included.**

CDI Bond rate is 3% Add to Base Bid if Required
Union Labor Available on Request, Additional Charges Will Apply.

CDI DIR#1000001554
CA Contractors License #646748

CDI Plan #11-241299

Upon acceptance of this proposal, in the event of any dispute between the parties concerning any aspect of the job referenced herin including payment of any invoice, whether litigation is instituted between the parties or not, Contract Decor shall be entitled to all its reasonable interest, attorneys' fees, costs and expenses of any nature incurred in connection with such dispute and/or litigation. If litigation between the parties is filed, then in such event the prevailing party shall be entitled to recover as part of the action its reasonable attorneys' fees and all other costs. The prevailing party for the purpose of this provision shall be determined by the trier of the facts.

Payment to be made as follows:

Authorized signature
Tom Frye 800-631-7013 126

Note: This proposal may be withdrawn by us if not accepted within 60 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 outlined above.

Signature Date

Bleachers

Herk Edwards, Inc.
Seating & Equipment Specialists

Serving California since 1964

HEI is a California DGS SB & SB-PW and LAUSD SBE Certified Company

SCOPE OF WORK/BUDGET QUOTATION

To: **Viola Constructors, Inc.** Date: October 30, 2025
Project: **Fremont MS Reconstruction**
Bid Date: **October 30, 2025 @ 2:00 PM**
Section(s): **126600 Fixed Bleachers**
116623 Gymnasium Equipment
105113 Metal Lockers

We are pleased to submit this quotation covering **126600, 116623, 105113** for the above project.

126600 Fixed Bleachers: Furnish and Install Telescoping Bleachers by Hussey Seating Company, as follows.

Bank A Hussey MAXAM MXM26 telescoping bleachers, 6-rows x 77'-0" long (with rails), wall-attached with 9-5/8" rise per row, 24" row spacing, service lights, aisles with intermediate steps, hinged front aisle steps, ARAR auto-rotating aisle rails, self-storing end guard rails, vinyl end closure curtains, ADA wheelchairs seating and T2/PF1 Powered Frame integral power operation, with pendant control.

Furnished and Installed, tax included... **$ 108,925.00 .**

Clarifications/Exceptions/Exclusions:

- **ABOVE PRICING FOR BUDGET ONLY. PENDING FINAL DSA PLANS AND SPECIFICATIONS.**
- **EXCLUDES SPECIFICATION 12600 FIXED BLEACHERS. Specifications provided describe an outdoor aluminum bleacher.**
- **Proposed bleachers are telescopic bleachers with polymer seats.**
- Power must be provided to location of bleachers and to be provided by others.
- Excludes Blocking and to be provided by others.
- Excludes BIM Submittals, OCIP and Textura Fee.
- Excludes Limit Switches. Only required on synthetic floors. See above ADD if required.
- Excludes Composite Clean-up crews. If required add $150.00 per person per hour.
- Includes engineered stamped drawings for DSA approval.
- **Please note, these are long lead time items. Once released into production, the product will be delivered to the site per the prevailing lead times and coordinated with the project schedule at the time of release. If job site is not ready upon arrival, there will be storage and additional handling charges.**
- **We will not accept ANY Payment flow through provisions from the master contract between the GC and the Owner. Payment Terms are NET 30. See attached for Terms and Conditions.**

116623 Gymnasium Equipment : Furnish and Install Gymnasium Equipment by Gared/PSS, as follows:

2 ea. PSS #3106 Front-braced, Forward-fold, Basketball backstop with Rectangular Glass backboard, #PMCE Bolt-on Safety Edge pad, #2500 Tube-tie Breakaway goal, #1100 Auto-Loc 2 Safety belt, #1194 Electric Winch, #1171 Height Adjusters.

2 ea. Gared/PSS #6105, Volleyball Systems, 3.5" O.D., posts, pads, boundary markers, antennas, (6 ea.), sleeves and locking cover plates, judges stand with padding, and two (2) upright post transporters.

SCOPE OF WORK/BUDGET QUOTATION

To: **Viola Constructors, Inc.** Date: October 30, 2025
Project: **Fremont MS Reconstruction**
Bid Date: **October 30, 2025 @ 2:00 PM**
Section(s): **126600 Fixed Bleachers**
116623 Gymnasium Equipment
105113 Metal Lockers

Gymnasium Equipment continues…

116623 Gymnasium Equipment : Furnish and Install Gymnasium Equipment by Gared/PSS, as follows:

1 lot. Gared/PSS #4130 Wall Pads, 2" thick, Class A, Neoprene, (85 ea., Flat-Pads, 2'w x 7'-6"h, & 12 ea. Corner Pads, 1' x 1' x 7'-6", with Z-Clip installation and judges stand.

1 ea. Nevco #2770 Scoreboard, Shot-Clocks with #MPCW-7 Controller.

Furnished and Installed, tax included... **$ 151,840.00 .**

Clarifications/Exceptions/Exclusions:

- ***GARED/PSS is a proposed substitution for the specified products.***
- **ABOVE PRICING FOR BUDGET ONLY. PENDING FINAL DSA PLANS AND SPECIFICATIONS.**
- Prices for overhead equipment is based on direct attachment to building roof/truss structure with areas above equipment free and clear of obstructions including lights, HVAC, Fire sprinkler, and electrical conduit. The presence of obstructions interfering with installation may result in added cost for additional support structure. Overhead Steel to be provided by others.
- Excludes divider curtain. No curtain shown on plans.
- Excludes 4' wide wall pads. Provide manufacturer's standard width of 2' wide.
- Power must be provided to location of basketball backstops and scoreboards. Must be provided by others.
- Excludes metal backing. To be supplied by others.
- Excludes low voltage cable for scoreboards and to be provided by others.
- Excludes Composite Cleanup Crew. If required, charges will be $150 per man per hour.
- Excludes OCIP and Textura Fees.
- **Please note, these are long lead time items Once released into production, the product will be delivered to the site per the prevailing lead times and coordinated with the project schedule at the time of release. If job site is not ready upon arrival, there will be storage and additional handling charges.**
- **We will not accept ANY Payment flow through provisions from the master contract between the GC and the Owner. Payment Terms are NET 30. See attached for Terms and Conditions.**

105113 Metal Lockers: Furnish and Install Metal Lockers by Lyon Workspace, and as follows:

90 ea. Lyon HD Metal Lockers, 12"w x 15"d x 24"h, (48" OAH) Two-Tier, (180 openings), 14 ga., Doors, 16 ga. Body, 18 ga. Backs, Slope-Tops, Concealed Hinges, no bases and no standard padlocks.

Herk Edwards, Inc.
Seating & Equipment Specialists

Serving California since 1964

SCOPE OF WORK/BUDGET QUOTATION

To: **Viola Constructors, Inc.** Date: October 30, 2025
Project: **Fremont MS Reconstruction**
Bid Date: **October 30, 2025 @ 2:00 PM**
Section(s): **126600 Fixed Bleachers**
116623 Gymnasium Equipment
105113 Metal Lockers

Metal lockers continues…

12 ea. Lyon HD Metal Lockers, ADA 12"w x 15"d x 24"h, (48" OAH) Two-Tier, (24 openings), 14 ga., Doors, 16 ga. Body, 18 ga. Backs, Slope-Tops, Concealed Hinges, no bases and no standard padlocks.

Furnished and installed, tax included... **$ 91,620.00 .**

Clarifications/Exceptions/Exclusions:

- **ABOVE PRICING FOR BUDGET ONLY. PENDING FINAL DSA PLANS AND SPECIFICATIONS.**
- Excludes wood benches. Lockers to be installed on elevated concrete bases.
- Excludes BIM Submittals.
- Excludes Blocking.
- Excludes customer colors.
- Excludes Composite Clean-up crews. If required add $150.00 per person per hour.
- Excludes OCIP and Textura Fees.
- **Please note, these are long lead time items Once released into production, the product will be delivered to the site per the prevailing lead times and coordinated with the project schedule at the time of release. If job site is not ready upon arrival, there will be storage and additional handling charges.**
- **We will not accept ANY Payment flow through provisions from the master contract between the GC and the Owner. Payment Terms are NET 30. See attached for Terms and Conditions.**

Addenda 1 are noted

Prices quoted are based on furnishing the above described equipment in accordance with the manufacturer's published standard construction specifications and installation instructions (unless otherwise noted) and specifically excludes furnishing products by any other manufacturer, or to any other specification. Equipment noted ***"as equivalent"*** is functionally equivalent, and of equal or superior quality to the specified item, but may vary slightly with respect to non-essential dimensions and/or elements of construction.

Nanci Contreras

Nanci Contreras
HERK EDWARDS, INC.

Herk Edwards, Inc.
Seating & Equipment Specialists

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SCOPE OF WORK/BUDGET QUOTATION
ATTACHMENT A

To: **Viola Constructors, Inc.** Date: October 30, 2025
Project: **Fremont MS Reconstruction**
Bid Date: **October 30, 2025 @ 2:00 PM**
Section(s): **126600 Fixed Bleachers**
116623 Gymnasium Equipment
105113 Metal Lockers

Terms & Conditions:

1. Prices quoted are valid for a period of 30 days from the date of quotation or bid, and are based on shipment of the materials not later than **4/6/2028**. 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 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, add 1% 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 **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.
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.

Nanci Contreras

Nanci Contreras
HERK EDWARDS, INC.

SIERRA
SCHOOL EQUIPMENT CO.
EST 1957

3003 Citation Way, Bakersfield, CA 93308
P.O. Box 80667 Bakersfield, CA 93380-0667
O 661-399-2993 | F 661-399-0218
www.ssecinc.com

SCOPE LETTER

SECTION 12 66 00 – FIXED BLEACHERS

PROJECT: Fremont Middle School – Reconstruction – Oxnard, CA
OWNER: Oxnard School District - Oxnard, CA
AIA: SVA Architects – Santa Ana, CA
DATE: November 11, 2025

QUANTITY: **DESCRIPTION:**

1 Lot Irwin Telescopic VersaTract Telescoping Bleacher System as a noted **ACCEPTABLE MANUFACTURER** and as described herein:

- Quantity: 249 each sitting gym bleacher positions, plus 5 each permanent (non-recoverable) ADA wheelchair locations for compliance.
- VersaTract with Standard Deck Seating Requirements.
- 74' - 0" plus left end rails and right end rails (3 Rectangular Sections).
- Six (6) each Seating Rows - 10" Rise - 24" Spacing - Clearcoat 5/8 Plywood Decking - Standard 11"D Deck Level Fillers - Floor-Attached - Pressure-Treated Stringers - Galvanized Nose and Rear Beam - Protrusion Detection Bracket.
- 208/230 VAC, Three Phase IDS Power System with Motion Monitor Indicator and Pendant Control.
- 249 each Sitting Positions of 4/4 Nominal Lumber (18" Wide Seats), Tread Mounted on Telescopic Platform.
- Seat Numbers & Row Letters.
- Two (2) each Self Storing End Rails Starting at Row 2.
- Two (2) each Vinyl End Curtains.
- Five (5) each 36" x 24" Permanent (Non-Recoverable) Wheelchair Spaces without Rails with Access Panels. Five (5) each ISA Compliant Signs. Five (5) each ISA Compliant Companion Signs.
- Aisle #1 is 48 inches wide, with Smart Rail, and Standard Steel steps including Removable Front Step.
- Aisle #2 is 48 inches wide, with Smart Rail, and Standard Steel steps including Removable Front Step.

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www.ssecinc.com

- Engineering and DSA Certification Included.
- DSA Certification Included.

PRICE: **Furnish, Freight, Offload, Installation, 9.25% Sales Tax. And Bonds Included: . . .$ 156,529.00**

VOLUNTARY MATERIAL/LABOR DEDUCT

The above product has been priced out as shown on Sheet A2-41.4, Detail #2 which shows the bank of bleachers installed in front of the wall columns. This would require rear rails and back panels for the system noted above. If we can push the bleacher bank back to the wall and install within the column locations and use column cutouts on the system, you may **DEDUCT $11,827.00** from the above proposal pricing. It would reduce the seating capacity slightly; however this may be more desirable than installed out in front of the wall columns.

*****Note: We have included 4/4 Nominal Lumber for the seating proposal above. There will be additional value engineering deducts available if the Owner would like to use the standard 10"D Infinity Plastic Seat Module in lieu of the wood planking. Once we determine how the Owner wants the above bleacher bank installed, we will provide a further deduct to change to the 10"D Infinity modules. *****

QUALIFICATIONS:

1) **Final electrical connections from the new Irwin bleacher banks to building power shall be performed by other trades.**
2) **Project is based upon completion being completed by the end of August 2028. If the project is delayed beyond this date due to action or inaction of the GC, the Owner, the Architect, another subcontractor, or another third party, there may be an escalation in pricing from the Factory or the Installation Subcontractors, that must be addressed by the Owner via an additive change order to our Firm. This change order may include escalation in material costs being applied to the quote by the Factory and/or labor increases to install the said product.**
3) Our COST does NOT include cost for SAFETY PROVISIONS for VIRUSES or NATURAL DISASTERS.
4) We CANNOT provide insurance coverage that does not exclude "communicable disease, viruses, bacteria, or fungi" therefore that coverage is NOT available.
5) Prices quoted are valid for 60-days due to raw material pricing extreme volatility. The Factory will only hold pricing for 60-days from Bid Date, if we do not receive a Letter of Intent within 60-days, the proposal is subject to an escalation from the factory.

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6) Prices quoted are based on furnishing the above-described equipment in accordance with the manufacturer's published standard construction specifications (unless otherwise noted) and specifically exclude furnishing products by any other manufacturer or to any other specification.

7) The prices provided are based upon supplying the quantity provided for above. Purchasing less material may require an escalation from the factory.

8) If a license is required to be provided to comply with a local jurisdiction, such as a city business license or any other local compliance fees or licenses, the cost is not included in our proposal and said cost will need to be added to the subcontract amount if the general contractor requires said license to be provided.

9) If we are awarded the contract for this portion of work, it must be noted in the contract that our bid is based on current California sales tax of 9.25%. If the sales tax increases during the life of this contract, we may request a change order for the difference.

10) If the Owner is required to utilize a Construction Payment Management (CPM) (TEXTURA) System, any associated costs for enrollment into the system for the subcontract awarded will be paid by the Owner.

INSURANCE QUALIFICATIONS FOR SSEC AND ONSITE LABOR SUBCONTRACTOR:

1) We shall provide insurance coverage for our work as per the attached Certificate of Insurance.

2) If Additional insured status is required, we shall use Travelers blanket endorsement form #WC 99 03 76. This may or may not be the additional insured endorsement you request. We cannot provide the CG2010 1085 or 11/85 form.

3) Our general liability policy includes waiver of subrogation and primary insurance wording. We cannot provide severability of interest or cross liability coverage.

STANDARD SUBCONTRACT / PURCHASING AGREEMENT QUALIFICATIONS:

We reserve the right, upon review of the Subcontract / Purchasing Agreements, to request modifications as needed to these documents. We will not agree to a blanket request to execute subcontract forms and agreements without modification.

ADDENDA:	N/A.
BONDS:	We are bondable; **AND** the bond price is **INCLUDED**. Our bond rate is 1.25%.
WAGE:	**Prevailing Wage Labor Rates with Skilled and Trained Onsite Labor provided.**
STATUS:	We are not MBE, WBE, DVBE or SBE.
CONTACTS:	**Griffin Landis @ (661) 859-8421 or griffinlandis@ssecinc.com**
	Tony Hellus @ (435) 574-2464 or tonyhellus@ssecinc.com

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O 661-399-2993 | F 661-399-0218
www.ssecinc.com

CONTRACTOR'S LICENSE NUMBER: 422359

EXPIRATION DATE: 5/31/2026

DEPARTMENT OF INDUSTRIAL RELATIONS NUMBER: 1000003627

EXPIRATION DATE: 6/30/2028

FEDERAL TAX ID: 95-3159131

EMR: .74

GENERAL NOTES:

Pricing includes Furnish, Freight, Offload, Installation, 9.25% Sales Tax, and Payment / Performance Bond Costs. Prices quoted are based on furnishing the above-described equipment in accordance with the manufacturer's published standard construction specifications (unless otherwise noted) and specifically exclude furnishing products by any other manufacturer or to any other specification. **Prices quoted are valid for 60-days due to raw material pricing volatility. The Factory will only hold pricing for 60-days from Bid Date, if we do not receive a Letter of Intent or Subcontract within 60-days, the proposal is subject to an escalation from the factory.** Project timelines will be based on final color selection and when order is placed. This quotation shall become part of any order entered into for any of the described equipment. Pricing valid for work being completed by the end of August 2028.

Sincerely,

SIERRA SCHOOL EQUIPMENT COMPANY

Griffin Landis

Griffin Landis
GL/th
(661) 859-8421-Cell
(661) 399-2993-Office
(661) 399-0218-Fax
griffinlandis@ssecinc.com

Dated: November 11, 2025

Elevator

New Equipment Proposal

Fremont Middle School Reconstruction

Oxnard, California

October 27, 2025



OTIS

2004

Fremont Middle School Reconstruction

October 27, 2025

Viola Incorporated
PO Box 5624
OXNARD, California 93031

Project Number: F7NJ9555

Viola Estimating,
We appreciate having the opportunity to provide you with our proposal for this project.

Services More personalized services through our Otis ONE IoT digital platform to keep you ahead of potential issues.	**Safety** Safety is at the core of who are as a company. We prioritize safety and every passenger's health and well-being.
Support From resources and tools to guidance and expertise, Otis makes planning and managing smarter and simpler.	**Experience** New designs transform passenger ride, adding exceptional value.

Please take note of the following sections:

- **Price Quotation**
- **Unit Specification**
- **Proposed Alternates**
- **Delivery, Manufacture Lead Times & Installation**
- **Clarifications, Terms and Conditions, Warranty**
- **Summary**

Otis has built a reputation based on quality, reliability, and a proven record of safety that's the best in the business. We continue to pursue a policy of innovation to ensure our customers receive the highest level of service in the industry.

If you would like to discuss your proposal or make any amendments, please contact me and I will be happy to discuss the project.

Otis Elevator Company



David Andrews
Tel: 323-718-3226
david.andrews@otis.com

Price Quotation

We are pleased to provide you with our proposal to furnish and install:

Proposal Cost			
Unit Num	**Product**	**Capacity**	**Unit Price**
1	Otis Hydrofit™	2500lb	$158,000.00

Alternate		
Option	**Unit Measure**	**Price**
#4 Stainless Steel Doors and Frames	Entrance	$400.00
Temp Use Inspection	Elevator	$6,500.00
Temp Use Daily Rate	Elevator	$175.00
Temp Use Bi-Monthly (every two months) inspection	Elevator	$4,500.00
Temp Use Re-Condition	Elevator	$6,800.00
Security Provisions	Entrance	$3,500.00
Pit Ladder	Elevator	$1,200.00

This quotation is based upon a delivery date of on or before 12/31/2027, is valid for thirty (30) days from the date of submission, and the following:

Otis' scope of work and clarifications herein as outlined in this proposal, along with:

Bid Documents		
Category	**Set Date**	**Set Name**
Architectural Drawings	1/17/2025	DSA Application
Specifications	7/22/2025	Section 142400

Our pricing includes all applicable taxes unless stated herein.

Qualifications		
Document	Section	space
Emergency Battery Lowering	Unit quoted will lower the elevator to the lowest level and open doors, but will not run the elevator on standby	



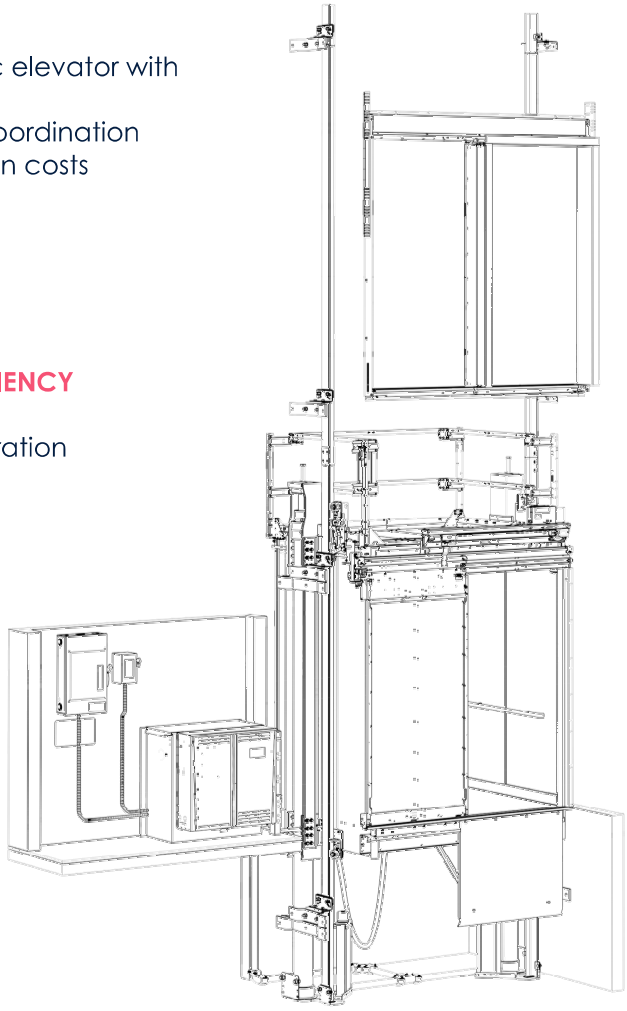
The HydroFit system is another example of Otis' commitment to perfecting elevator technology. Because the HydroFit system is from Otis, you can rest assured that it comes with the reliability and service you've come to expect.

COMPACT SIZE

- Holeless hydraulic elevator with a machine room
- Minimal jobsite coordination
- Saves construction costs

MOVING WITH EFFICIENCY

- LED lighting
- Sleep mode operation



CONFIDENCE IN RELIABILITY

- OTISLINE® 24/7 customer service
- Proven reliability

OTIS MADE

- ISO-certified factories
- Meticulous design processes
- Quality manufacturing through Otis Performance Excellence (OPXL)

WANT MORE INFORMATION?
www.otis.com

Unit specification

Hydrofit 1

Designation & Model	Otis HydroFit™ elevator system	
Capacity & Speed	2500 lb (11345 kg) passenger cab	100 fpm (.51 mps)
Control Space	Machine Room:	
Rise/Stops & openings	14 ft 0 in 0 (4267 mm)	2 stops with 2 openings
Clear Hoistway	Width: 8 ft 6 in 0 (2591 mm) Depth: 5 ft 11 in 0 (1803 mm)	Pit depth: 4 ft 0 in 0 (1219 mm) Overhead: 12 ft 8 in 0 (3861 mm)
Operation	Simplex	
Power Supply	208-volts, 3-PH AC, 60 Hz	
Car Features	Height: 7ft 9in (2362 mm) Clear car: 6 ft 5 in 9/16 (1970 mm) wide 4 ft 3 in 9/16 (1310 mm) deep Cab: Otis steel shell cab with raised laminate wall panels Cab flooring: Furnished and installed by others: 1 1/4 in (32mm) recess Car sill: Aluminum Car front(s) and door(s): Brushed stainless steel Handrails: ⅜ in x 2 in (9.5 mm x 51 mm) flat bars with brushed steel finished handrails shall be provided on the side walls. Ceiling: 6-LED, drop, brushed steel finish	
Car Signals	Car operating panel: Standard swing COP with Otis ONE™ Pro Position indicator: 2 position LCD display Buttons: Round, ⅛" projected brushed stainless steel with an LED illuminated halo In car lanterns: 1	
Entrance Features	Type: One Speed Side Slide Size: 42 in (1067 mm) wide x 84 in (2134 mm) high Frames: 2 Brushed stainless steel Doors: 2 Brushed stainless steel Sills: 2 extruded, aluminum	
Hall Signals	Finish: Stainless steel Hall Stations: Jamb mounted fixtures Buttons: Round, ⅛" projected brushed stainless steel with an LED illuminated halo	Combo position indicator/hall lantern(s): 0 Hall Lanterns: 0 Hall fixtures: At all landings
Standard Features included	Access key switches at top and bottom landings Firefighter's service, phase I and II Standard Braille markings OPTIGUARD™ 2D door protection system	Emergency communication call button Sleep Mode Operation Otis ONE™ Pro Emergency car lighting AccessAlert™ (hoistway access alarm system)
Optional Features included	Independent Service 1 set of protective cab wall pads with hooks	Emergency Return Unit
Code Compliance	ASME A17.1/CSA B44	Seismic provisions included Code Year: 2004 State: California
Maintenance	12 months after acceptance of elevator by owner. Includes emergency callback service during normal working hours.	

Delivery, Manufacture Lead Times & Installation

EQUIPMENT DELIVERY

This proposal is bid with the understanding that materials will be ordered with sufficient lead time (as outlined in our approvals package) to allow delivery prior to 12/31/2027 If Otis is unable to order materials in a timely manner due to delays on behalf of the Owner and/or General Contractor, or if delivery or installation is requested after 9/30/2027, the Owner and/or General Contractor will be responsible for all cost increases incurred by Otis.

SUBMITTALS

Drawing and Submittal Preparation: 3-4 Weeks

MANUFACTURING LEAD TIME

Manufacturing Period: 12 Weeks

The manufacturing period for the solutions we have proposed, as listed above, will not commence until the following have been received: 1.) fully executed contract, 2.) signed and approved submittals, and 3.) agreed upon down payment.

INSTALLATION

Onsite Installation: Approximately one week per stop for each elevator

This proposal is based upon sequential installation with one installation crew consisting of two installers. When requested, Otis will provide input regarding the vertical transportation installation schedule, and Otis will contract for a specific, and mutually agreeable, installation schedule. In the absence of a job-specific, mutually agreeable, written schedule agreement, Otis is not contractually bound to an installation schedule. Onsite Installation time per unit does not account for work by other trades.



Should the lead times not meet your requirements, please contact your local Otis representative to discuss other options.

The following checklists are provided to extend guidance for required items and aspects associated with your elevator installation.

	Pre-Start Checklist for Elevators	Otis	Builder	Optional
1.	Pit shall be so designed as to prevent entry of ground water into the pit. Drains connected directly to sewers shall not be installed in elevator pits. Sump pump recesses must have metal covers or grills.		×	
2.	Metal pit ladder is to extend from the pit floor upward, not less than 48 in (1219 mm) above the bottom landing floor level, per Otis shop drawings and/or Otis instructions.		×	
3.	Hall fixtures must be blocked in or mounted complete.		×	
4.	Door frames are to be sealed to meet code. Any holes. in the elevator hoistway and machine room, must be patched.		×	
5.	Grout under and in front all sills. Grout in and around elevator machine beams.		×	
6.	Lockable 120V disconnects, must be installed, per power confirmation.		×	
7.	Top of hoistway and machine room shall have a fire rating in accordance with local elevator codes.		×	
8.	Walls and ceiling shall be finished for mounting of hall fixtures and smoke detectors.		×	
9.	Lockable fused disconnect switch, installed in machine room, with feeder wires to elevator controller, all piped in accordance with N.E.C. electrical code, and grounded. Switch must be in sight of elevator machine and shall be the type that cannot be engaged with door open. Disconnect should be equipped with micro switch when ERU units are being furnished. Examples of ERU auxiliary contacts - Square D - #EK300-2, I.T.E. - SC-3, West. Elec. - EK-1		×	
10.	Smoke detectors maybe required in each elevator lobby, hoistway, and machine room. Check w/ local code authority. Furnish normally closed fire system contacts, to the elevator controller, as per power confirmation.		×	
11.	Pit light and ground fault receptacle (with cover and guard) mounted 12 in off pit floor on rear wall and switch to be located adjacent to pit ladder piped in accordance with local code. (If front and rear opening, contact Otis representative).		×	
12.	If Otis ONE Pro/Plus is included: Emergency Elevator Communication will connect via a cellular connection. Should cellular connectivity not meet required minimum bandwidth (greater than 15 RSSI) a cellular booster or external antenna can be installed by others to increase the cellular signal strength. If building internet is the only means to achieve required connectivity a dedicated RJ45 internet network connection will be required to be provided by others to each elevator controller/gateway (additional charges may apply). The building network connections for emergency two-way voice/video/text must be provided with a minimum of 4 hours of battery backup power.		×	×
13.	Elevator floor covering complete.		×	
14.	Only elevator equipment is allowed in an elevator machine room and hoistway (no access panels). If a sprinkler system is required, contact local code authority.		×	
15.	Machine room doors shall be self-closing, self-locking, and rated per machine room construction.		×	
16.	Machine room to be vented, to maintain temperature between 60° to 100° F for hydraulics; between 60° to 90° for traction. Ventilation can be natural or mechanical.		×	
17.	All machine rooms must have ground fault receptacle, permanent lighting, and must be equipped with a fire extinguisher.		×	
18.	Hoistway walls shall be Flush on hoistway sides. Any ledges over 4 in shall be provided with a bevelled angle of not less than 75°.		×	
19.	Spaces containing machines, control equipment, sheaves and other machinery shall be enclosed with fire-resistive enclosures. Enclosures and access doors thereto shall have a fire-resistance rating at least equal to that required for the hoistway enclosure.		×	

Clarifications

General Clarifications

1. This proposal is based on an Otis Elevator Company standard designed product, or Otis approved equal. Otis standard features, finishes, and / or aesthetic options can be changed at any time and at Otis's sole discretion. The proposal meets the intent of the specification. However, due to product variability among elevator manufacturers, differences may exist between the product (s) proposed herein and the product (s) specifications. These differences may include, but are not limited to, the design, dimensions and/or appearance of the product. In the case of any of these differences, this proposal supersedes, and takes precedence over, the specified product (s).
2. All materials/equipment will be of the Otis standard gauge, material and finish.
3. You will provide communication means (e.g. dedicated telephone lines, cellular, internet connections) per the Otis preparatory work by others electrical requirements and the Otis Confirmation of Power.
4. In jurisdictions enforcing ASME A17.1-2019 / CSA B44:19 and later editions or Otis ONE™ Pro has been selected, working internet must be in place for network connections as shown on the Otis Confirmation of Power Supply form. Minimum download bandwidth shall be 5 Mbps per gateway, minimum upload bandwidth shall be 1 Mbps per gateway. An RJ45 network connection must be available (at least one network drop for each group of elevators in the same location as the controller(s)). Internet shall continue to be accessible at the minimum bandwidth rate when primary power is absent and building backup power is in use.
5. You shall be responsible for providing suitable and secure on-site storage, approximately 20 ft x 25 ft per elevator adjacent to the hoistway on the main access level for the building.
6. We require suitable tractor trailer access to the building for unloading of material. In addition, we need roll-able access from unloading point to storage and storage to hoistway area.
7. If you are not ready to accept delivery of the material on the date the machine room is to be ready, you shall give us sufficient notice of a local point where you will accept delivery and be responsible for all monthly storage fees. An extra charge will be assessed for any double handling or re-transportation of elevator material required by the general contractor/owner or agent thereof.
8. Our quotation is based on one (1) job mobilization. Materials will be delivered based on a date requested by the General Contractor in accordance with our standard manufacturing lead times. The project must be ready for the elevator installation to commence, in accordance with the requirements outlined in this proposal and our approvals package, at the time the balance of materials is delivered. If the site is not ready at that time, the General Contractor will be responsible for a remobilization fee. Should Otis be required to demobilize and leave the job site due to delays beyond our control which prevent us from completing the installation, there will be an additional charge to the contract for re-mobilization at $6,500.00 per occurrence.
9. All current inspection fees are included for a final inspection. Should re-inspection be required because of work that is not our responsibility, you will be responsible for the cost of re-inspection and remobilization for Otis personnel.
10. If we are requested to operate the elevator for other trades or perform labor outside of the scope of this work, it shall be performed in accordance with our normal hourly labor rates.

11. The following close-out documents will be provided: our standard owner's information manual, our standard final layout/installation drawings, and our standard warranty. Unless otherwise specified, 2 copies of each will be provided. Additional copies are available at $100 per set.
12. Procedures on how to maintain and adjust elevator equipment will not be included in owners training. You agree to restrict access to the equipment to only our authorized personnel. During NIS and for the term of any future Otis maintenance contract, you agree not to permit others to make alterations, additions, adjustments, repairs, or replacements to the equipment. Failure to comply with this requirement may result in the termination of NIS or other agreed upon warranty or maintenance services.
13. 12 months of full maintenance will be provided upon final acceptance. The scheduling of this maintenance will be determined by Otis maintenance management system (OMMS).
14. New Installation Service period shall include emergency callbacks during normal working hours. Callbacks outside normal working hours will be billed at our standard rate.
15. Otis shall provide an electronic copy of our standard Owner's Maintenance (O&M) Manuals and shall conduct Owner orientation prior to elevator turnover. Otis will not provide detailed maintenance, troubleshooting, or repair information or train Owner's personnel on procedures for maintaining, troubleshooting, or repairing the elevator system. If a video recording of owner's orientation is required, the video recording, camera and editing is to be provided by others.
16. **If UVC Cab Light Purification Device is included:** Our proposal includes our Cab UVC Light Purification Device. The device will be mounted to the cab ceiling and wired in accordance with ASME A17.1/CSA B44 and NFPA70/CSA22.1 requirements. Specialized tamper resistant hardware will be provided to secure the device to the base. This UVC light has a lifespan of 1 year. Contact your Otis representative to order replacement units. The device is a peripheral device not covered under an elevator maintenance agreement. Otis assumes no liability or responsibility for damage or injury to any person or property arising from the use of this product. This product is not a medical device or product and Otis is in no way recommending it for any medical purpose.
17. **If Cab Air Purifier included**: Our proposal includes our Cab Air Purifier. This device is compliant with ASME A17.1/CSA B44 and NFPA70/CSA22.1 requirements. The device is a peripheral device not covered under an elevator maintenance agreement. Otis assumes no liability or responsibility for damage or injury to any person or property arising from the use of this product. This product is not a medical device or product and Otis is in no way recommending it for any medical purpose.
18. **If eView is included:** Our proposal includes an Otis eView™ Screen in the elevator car that provides entertainment, building information, and emergency communication services. Content can be deployed by Otis or the customer (as configured by the customer in the customer portal). Such content will only be displayed as long as the unit is under an Otis maintenance contract or during the new equipment installation service period (if applicable) ("NIS"). For units that are no longer under an Otis maintenance contract or in the NIS period, the eView screen will only display information which is required by the applicable code (e.g., Unit #, year of installation, load, etc.) and nothing more. Note that emergency connectivity, which is required in most jurisdictions, will not be enabled through the eView Screen for units no longer under an Otis maintenance contract or in the NIS period.

Terms and Conditions

1. This proposal is submitted with the understanding that any contract resulting therefrom will be subject to review and mutual acceptance of all terms and conditions contained therein. It is conditioned on neither

party being liable to the other for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, water damage, flood, earthquake, riot, civil commotion, war, malicious mischief, or act of God. Under no conditions, shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort including negligence, warranty or otherwise, notwithstanding any indemnity provisions to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control.

2. The purchase price in this proposal and any subsequent contract document is subject to increase caused by any reasons beyond Otis' reasonable control including but not limited to commodity, fuel, tariff, and/or shipping transportation cost increases.
3. Notwithstanding any other provision to the contrary (including without limitation provisions regarding order of precedence) whether in this document or any other contract document, Otis' work shall be performed in accordance with the applicable law, code, or regulation in effect on the date that Otis submitted to you this proposal and not any subsequently changed, amended, altered, or implemented law, code, or regulation.
4. Our proposal is based upon a delivery date of 12-31-27. If the delivery date is delayed into future year(s), you will be subject to factory material price increases. These increases must be paid to Otis prior to and are required in order for the factory material order to be released (signed change orders and payment in addition to the required down payment). If your project schedule is delayed and / or extends the installation and / or completion labor into future year(s), you are also subject to labor escalation price increases. The labor escalation price increase change orders must be executed prior to mobilization and work start.
5. If payment and performance bonds are requested of us, please add ($16.00 per $1,000) of resulting contract amount.
6. It is agreed that Otis shall not be responsible for any Liquidated Damages. Should the contract documents require provisions for Liquidated Damages, our bid is contingent upon review of the schedule to assure we can achieve the desired date with our standard lead times.
7. We agree to provide evidence of insurance coverage but cannot name others as additional insured or waive our rights of subrogation. All insurance coverage afforded to you or others shall terminate upon final acceptance of the work. If "Owners and Contractors Protective Insurance" is required in addition to our standard Certificate of insurance add ($16.00 per $1,000).
8. If the project is covered by an Owner/Contractor Controlled Insurance Program ("OCIP/CCIP), Otis agrees to participate provided [it is at no cost to Otis][the cost to Otis does not exceed [cost]] and subject to its review and acceptance of the proposed program. The OCP obligation is waived and any obligation of Otis to name others as Additional Insured shall be for off-site operations only.
9. Otis will provide surety bond(s) in the form provided by Otis' Surety at no cost to Otis. This is in lieu of participation in any type of surety wrap-up or Subguard program.
10. **If Otis One Pro/Plus is included:** The elevator system provides for emergency voice, and/or video and/or data transmission via VoIP to the OtisLine™ support center. The current design of the system requires a paid subscription and SIM card with a third-party vendor to provide the VoIP service. Having a unit connected to an emergency hotline is a code requirement in most jurisdictions. Otis subscribes to and pays for the third-party vendor account while the unit is under an Otis maintenance contract and during NIS. When the owner has subscribed to this service.
11. When the maintenance contract and/or NIS period expires, the customer must (i) subscribe to the third-party vendor's service on its own, (ii) ask the new service provider to subscribe to the third-party vendor's

service, or (iii) change the hardware to third party hardware capable of providing emergency voice, video and/or data services (as required by code in certain jurisdictions).

12. **If Otis One Pro/Plus is included:** The elevator system includes a system of video cameras (Otis ONE Pro) and recording devices (Otis ONE Pro / Plus) to increase safety and security for passengers while riding Otis equipment. It is the Otis' intent that the video and / or audio recording system be used for investigative and/or emergency assistance purposes only. In an emergency, Otis may provide emergency personnel or law enforcement with access to video or audio recordings if it is necessary to protect the health or safety of a passenger or other individuals.
13. Otis has no ownership of CUSTOMER DATA but shall have a limited license to use such CUSTOMER DATA in connection with the performance of its obligations under any future contract between Otis and customer and/or owner. "CUSTOMER DATA" shall mean any personal information and/or application usage data combined with personal information that Otis receives from you, owner or its end users, has access to, or otherwise processes for or on your behalf or on end-user's behalf in connection with any future contract between Otis and customer and/or owner. The following data shall remain the property of Otis: all data (i) related to and generated by the equipment or any future digital services to which you may subscribe for use in relation to the provision of the services provided by Otis, (ii) generated by Otis remote diagnostics, service diagnostic and predictive analytical tools, and (iii) anonymized aggregated data derived from CUSTOMER DATA that cannot reasonably be manipulated to identify any information.
14. All software supplied is licensed to you or your successors but only for use with, and for operation of this elevator/escalator. Conditioned upon your compliance with this proposal and the terms of any future Otis contract, Otis grants to you a personal, nonexclusive, non-sublicensable, nontransferable, revocable license to the software resident in the equipment or any future digital services to which you may subscribe for use in relation to the provision of the services provided by Otis. You will keep the software resident in the equipment in confidence as a trade secret of Otis and will not permit others to use, access, examine, copy, disclose, disassemble or reverse engineer such software.
15. Otis will not supply information such as internal Otis manuals, manufacturing drawings or source code. Any counters, meters, tools, remote monitoring devices, communication devices, or other such equipment that we may use or install to deliver service under this proposal and any resulting contract remains our property, solely for the use of our employees. Such equipment is not considered as part of the elevator/escalator. If the contract or subsequent maintenance service is terminated for any reason, we will be given access to the premises to remove such equipment, including the resident software, at our expense.
16. In the event the transactions contemplated hereunder are restricted by U.S. Government or other applicable laws and regulations, including but not limited to those designating certain parties as "denied," "restricted," or similarly ineligible to do business with U.S. entities, this agreement will be deemed void, and Customer shall pay Otis all sums owed for the goods and services that may have been provided up to such time according to the rates contained in this agreement.
17. Our proposal is based the following payment terms:

Description	**Percent of Total Contract Value / Billing Cycle**
Design, Engineering, Material procurement, Superintendent's initial site visit, and Layouts	35% Billed upon award. Due within 30 days from date of invoice or prior to release of factory orders, whichever occurs first.
Hydrofit Cylinders/Plungers	Billed in the month this material is shipped
Factory Materials	40% Billed the month before shipment occurs. Due within 30 days from date of invoice or prior to installation, whichever occurs first. Installation will not commence until this material payment is made.
Installation Labor	25% Billed each month as work progresses. All labor to be paid prior to turnover of equipment.
Retention	5% Due 30 days after turnover of equipment

Warranty

Twelve (12) months after acceptance of the Elevators by owner.

The Elevator contractor's acceptance is conditional on the understanding that their warranty covers defective material and workmanship. The guarantee period shall not extend longer than one (1) year from the date of completion or acceptance thereof by beneficial use, whichever is earlier, of each elevator. The guarantee excludes ordinary wear and tear or improper use, vandalism, abuse, misuse, or neglect or any other causes beyond the control of the elevator contractor and this express warranty is in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. This express warranty is in lieu of all other warranties, expressed or implied, including any warranty or merchantability or fitness for a particular purpose.

Preparatory Work by Others

The following items must be performed or furnished at no cost to Otis Elevator Company ("Otis") by the Owner or General Contractor or their agents in accordance with governing codes. The price and installation schedule of Otis Elevator Company is based on these job-site conditions existing at the beginning and during installation of the elevator equipment. Failure to provide the items specified in this list will result in additional work or installation delays performed by Otis Elevator beyond the scope of our contract and a change order will be submitted for materials and/or labor expended. Please refer to our Installation Handbook for details and dimensions for the following items.

All work to be performed per the latest revision of the applicable national code and/or local code.

General Prep Work for HydroFit Elevators

1. Provide any cutouts to accommodate elevator equipment (troughing, venting, and hall fixtures), along with the patching/painting of walls, floors, or partitions together with finish painting of entrance doors and frames, if required.
2. Provide tractor trailer access to the building for unloading of material and an on-site storage area for elevator equipment as follows:Dry and enclosed, provides roll-able access to the elevator hoistway at the ground level, located within 100 feet (30480 mm) of the hoistway and is larger than 25 x 20 feet (7620 mm x 6096 mm) per elevator. Any warranties provided by Otis for elevator equipment are null and void if equipment is stored in a manner other than a dry enclosed building structure.
3. Provide secure, sufficient on-site refuse containers for the proper disposal of elevator packaging material. Should such refuse containers not be provided, disposal of packaging material shall become the responsibility of the owner.

   Floor to floor heights are to be measured from finished floor to finished floor with the minimum distance between floors to be no less than entrance height plus 1ft 3in. For 7ft entrances this equates to a minimum distance of 8ft 3in, and for 8ft entrances a minimum of 9ft 3in.

Hoistway and Pit Prep Work for HydroFit Elevators

4. Prior to the start of installation, provide a dry, properly framed, enclosed, and vented hoistway in accordance with all applicable codes.
5. Provide a clear plumb hoistway with variations from the size shown on the Otis layout not to exceed 0 in / +1 in (25 mm).
6. Install per Machine Room Prep Work, Machine Space Prep Work and Electrical Requirements.

   Provide a rough opening for and install a 3 ft X 7 ft (914 mm x 2137 mm) standard fire rated interior door on one side of the hoistway, as shown on the Otis layout. The machine space access door must not be on an outside wall. When determining the location of the machine space door, the dimension on the Otis layout is from the inside door edge of the jamb and not the door stop edge. Please be advised that this door location is very critical. Follow door manufacturing instructions for the different types of hoistway wall material and make the appropriate adjustments so that this door will be placed in the proper location.

   The door frame must be securely mounted to the wall to sustain a cantilevered / horizontal force exerted by the electrical disconnect(s), electrical conduit, and wiring up to an approximate 325 lb (47 kg) load. Install per Machine Room/Space Prep Work and Electrical Requirements. The door hand and opening are dependent on configuration, see the general contractor guide or talk to your Otis representative.
7. Provide adequate rail bracket supports, bracket spacing as required by governing code, from pit floor to top of hoistway. For steel or wood frame construction, adequate backing for a rail bracket to be installed should be not less than 10 ft – 3 in (3124 mm) or more than 11 ft – 3 in (3429 mm) from the top landing. Provide separator beams, where required. Rail-bracket attachment supports must be exposed and flush with the clear hoistway line.

   If the floor-to-floor height exceeds the maximum bracket spacing allowed by the elevator code, Otis requires some form of steel support to properly attach our guide rail brackets. The maximum allowed bracket spacing is indicated in the rail force and bracket detail table on elevator layout. Any rail bracket mounting surfaces that are not in line with the finished hoistway dimension (i.e. the clear hoistway line) may need to be extended to meet the required distance. Otis agrees to provide guidance on this matter at the appropriate time.

   If rail bracket embedded plates or inserts are provided by Otis, they shall be installed by others in accordance with Otis documentation and instructions.

   If vertical tube steel is utilized as rail support, see the Otis layout for any specific requirements.

   When a machine space is used, with a second-floor controller/tank location, provide adequate Tank Stand supports flush with the hoistway wall when the following hoistway construction material is used; cmu block, steel frame, or wood.

   The support can be any of the following: header beams, steel tube, inserts or embedded plates at locations specified as per Otis layout.

   Note: When a support is provided, it should be able to withstand the force shown on Otis contract layout for seismic and non-seismic conditions.

   Concrete hoistway walls do not require Tank Stand supports.
8. Furnish a dry pit reinforced to sustain vertical forces on car rails and impact loads on cylinder head(s) and buffer(s). The pit must be dry and clean. The elevator pit must have a floor drain or sump pump to prevent the accumulation of water. Location to be coordinated with Otis to avoid all elevator components and access areas. In areas requiring fire fighters emergency operation (FEO) a sump pump/drain shall be provided that shall have the capacity to remove a minimum of 11.4 m3/h (3,000 gal/h) per elevator (ASME

A17.1/CSA B44 latest applicable code year section 2.2.2.5). Otis recommends that the owner verify the drain or sump pump system is in compliance with all applicable codes and laws

9. In jurisdictions enforcing A17.1-2019/B44:19 and earlier editions of the Elevator & Escalator Safety Code, provide and install a fixed vertical iron ladder in each pit as required by governing code and located per Otis layout or as coordinated with your local Otis representative. Ladder width and pit wall pocket requirements are shown in the pit plan view on the Otis layout. For entrance heights of up to 7' (2134mm) the top rung of the ladder must be even with the bottom landing. For entrance heights greater than 7' (2134mm) the top rung must be 12" (305mm) above the bottom landing. Hand grips must be provided to a height of 4' (1219mm) above the bottom landing. Hand grips must have 4-1/2" (114mm) radial clearance, from their centerline to any obstruction in the hoistway. (Refer to the detail views for typical ladder arrangement) If pit depth is greater than 9' 10" (3000mm) [13' 9" (4191mm) with no floor below bottom landing], a pit access door is required.

10. In jurisdictions enforcing A17.1-2022/B44:22 or later editions of the Elevator & Escalator Safety Code, provide and install a vertical iron ladder that includes a switch for pit ladder detection that has a positively open contact that complies to UL/CSA 60947 as per A17.1/B44:22 or later edition, section 2.2.4.2.7 when a person is detected on the ladder in each pit as required by governing code. Ladder shall be located per Otis layout or as coordinated with your local Otis representative. Ladder width and pit wall pocket requirements are shown in the pit plan view on the Otis layout. For entrance heights of up to 7' (2134mm) the top rung of the ladder must be even with the bottom landing. For entrance heights greater than 7' (2134mm) the top rung must be 12" (305mm) above the bottom landing. Hand grips must be provided to a height of 4' (1219mm) above the bottom landing. Hand grips must have 4-1/2" (114mm) radial clearance, from their centerline to any obstruction in the hoistway unless rungs, cleats, or steps are provided above the access door sill to the top of the ladder. (Refer to the detail views for typical ladder arrangement). If pit depth is greater than 9' 10" (3000mm) [13' 9" (4191mm) with no floor below bottom landing], a pit access door is required. Please contact your local Otis representative to coordinate selection of this equipment.

11. TOP and BOTTOM landings (and the MAIN landing where applicable) are not to be constructed until after all elevator equipment is installed in the hoistway. The entire front wall must be open for installation with the following rough opening dimensions (to be shown on layouts):

    - Rough Opening Width = CLEAR HOISTWAY WIDTH

    - Rough Opening Height = 2642mm (8'8") for a 2134mm (7') entrance height.

    2947mm (9'8") for a 2438mm (8') entrance height.

    Remaining front entrance walls are not to be constructed until after door frames and sills are in place.

    The rough openings, per sizes shown on the Otis layout, are required. Prior to the completion and turnover of the elevator(s), all entrance walls must be installed and rough openings filled in complete to maintain fire rated hoistway requirements.

12. A.) Protection from Falls:

    As required by the Occupational Safety and Health Administration (OSHA) 1926.502 B) (1-3), a freestanding removable barricade at each hoistway opening at each floor. Barricades shall be 42 in (1067 mm) high, with mid-rail and kick board, and withstand 200 lbs (90.7 kg) of vertical and horizontal pressure

    B.) Protection from Falling Objects:

    As required by the Occupational Safety and Health Administration, (OSHA) 1926.502(j), hoistway protection from falling debris and other trades materials by either:

    i. Full entrance screening/mesh in front of all elevator entrances

ii. Secured/controlled access to all elevator lobbies (lock and key) with posted Notice "only elevator personnel beyond this protection."

Notes:

Items A.) and B.) can be integrated systems.

Hoistway barricades and screening shall be constructed, maintained and removed by others.

13. Provide adequate support at all fastening points of each entrance. Provide plumb vertical surfaces for entrances and sill supports, one above the other, and square with the hoistway. For 4 ft -0 in (1219 mm) and 4 ft -6 in (1372 mm) two-speed door arrangements, an additional hoistway attachment point is required for an auxiliary support bracket under the sill assembly in the center of the clear door opening. Finish floor and grout, if required, between doorframes to sill line. A horizontal support is to be provided 1 ft – 0 in (305 mm) above the clear opening at the top landing to support the door frame assembly. If floor heights exceed 12 ft – 0 in (3658 mm), a horizontal support is to be provided 1 ft – 0 in (305 mm) above the clear opening. If transoms are required, the support would be 1 ft - 0 in (305 mm) above the transom height.
14. Provide and install a steel, I-beam shaped hoist beam per elevator, from side wall to side wall at the top of the hoistway, capable of withstanding a maximum net live load of 5000 lbs. (2268 kg). Otis requires 2 in (51 mm) clear above the beam. For passenger duty cars, an area consisting of the width by 16" depth on the rear side of the hoist beam must be left clear to the top of the hoistway. For hospital/service duty cars, an area consisting of the width by 16" depth on the front side of the hoist beam must be left clear to the top of the hoistway.

    Provide and install a second steel, I-beam shaped safety beam from side wall to side wall at the top of the hoistway, capable of withstanding a minimum net live load of 5000 lb (2268 kg) per elevator. Reference Otis Layout for location. A 4" minimum clearance is required from top of beam to top of hoistway.
15. Glass used in hoistway construction must block ≥ 98% of incident full spectrum ultraviolet radiation for the full height of the hoistway.
16. If an emergency door in a blind hoistway is required, provide an outward swinging single section type door with door closer and a self-closing barrier per ASME A17.1-2007, section 2.11.1.2. Contact your local Otis personnel for a detailed drawing (AAA26900D_FMI), showing Otis specific requirements.
17. In jurisdictions enforcing A17.1-2022/B44:22 or later editions of the Elevator & Escalator Safety Code, and where Emergency Responder Radio Communication Devices (Coax cable and Access panels) are located in the hoistway, these devices shall be installed in a location that does not interfere with elevator equipment

Machine Room / Machine Space Prep Work for Hydrofit Elevators

18. Provide a suitable dry machine room with access and ventilation in accordance with all applicable codes and regulations. The machine room is to be maintained at a temperature between 60° F (15.5° C) and 100° F (38° C). The machine space will be in the hoistway behind the metal door installed per Hoistway and Pit Prep Work above with ventilation in accordance with all applicable codes and regulations. The machine space is to be maintained at a temperature between 32° F (0° C) and 104° F (40° C). Relative humidity is not to exceed 95% non-condensing. Local codes may require tighter temperature ranges. The temperature and humidity range shall be permanently posted in the machine room/machine space. Please check with your local code authority for the exact requirements in your area.
19. Machine room and Machine space doors to meet code compliant fire resistive construction. When a machine room is used, provide a self-closing (local building code dependent) and self-locking door with a group 2 locking device. When a machine space is used, provide a standard 3 ft x 7 ft (914 mm x 2137 mm) self-closing (local building code dependent) and self-locking metal door with a group 2 locking device in the hoistway per Otis layout. In addition, ensure that all air gaps around the machine room / machine

space door(s) are sealed (i.e. threshold, weather stripping, etc.) The self-closing mechanism cannot protrude into the machine space at any time. The machine space doorknob shall have a blank plate on the hoistway side of the door.

20. When a machine space is used, Otis will provide a metal shroud and metal shroud cover to be mounted on the hoistway side of the machine space door frame, per Otis layout. The metal shroud will accommodate the mounting of the main electrical feeder system, fused disconnect switch or circuit breaker for car lighting, and the convenience outlet. Conduit knockouts through the metal shroud cover will be required as needed to access the disconnect switches or circuit breakers and convenience outlet. See Electrical Requirements.
21. Header Supports must be provided by the general contract at any floor with a floor-to-floor height of 12 ft or greater. These supports are necessary for our entrance frames to secure to and must be located between 10 ft and the rough opening height called out for in the shop drawings.
22. [Note: Consult with the Otis Representative at your location concerning the metal shroud mentioned above for machine space applications.]
23. [Refers to elevators with remote machine rooms requiring buried piping and wire way] Provide trenching and backfilling as necessary to accommodate remote machine room conditions.

Fire Prevention Prep Work for HydroFit Elevators

24. Provide hoistway walls designed and constructed in accordance with the required fire rating (including those places where elevator fixture boxes, rail bracket fastenings penetrate the hoistway walls).
25. In the United States, provide smoke detectors, located as required, with wiring from the sensing devices to the controller(s) designated by Otis.
    a. For each group of elevators, provide a normally closed contact representing the smoke detector at the designated return landing.
    b. For each group of elevators, provide a normally closed contact representing all smoke detectors located in lobbies, hoistways, or machine rooms / machine space, but not the smoke detector at the designated return landing (see above) or the smoke detectors as described in i. and ii. below:
        i. If a smoke detector is located in the hoistway at or below the lower of the two recall landings, it shall be wired to activate the same normally closed contact as the smoke detector located in the lobby at the lower of the two recall landings.
        ii. If machine rooms / machine space is located at the designated return landing, the smoke detectors located therein shall be wired to activate the same normally closed contact as the smoke detector at the designated landing.
    c. Requirements for intermittently illuminating the fire hat visual signal in the car operating panel, either i. or ii. apply.
        i. For a single unit or for a group of elevators having one common machine room / machine space and one common hoistway, provide one additional normally closed contact representing the machine room / machine space and hoistway smoke detectors.
        ii. If the group contains more than one hoistway and hoistway smoke detectors are installed, or if the group has more than one machine room / machine space, provide one normally closed contact for each elevator. The contact is to represent the smoke detector in the machine room / machine space for that particular elevator, and any smoke detectors in the hoistway containing that particular elevator.
    d. In jurisdictions enforcing A17.1-2019/B44:19 or later editions of the Elevator & Escalator Safety Code, and where fire alarm initiating devices are located in the hoistway, access panels that are rated

and listed for the application and comply to A17.1-2019/B44:19 requirement 2.8.2.4 shall be provided and located in areas not to interfere with elevator equipment. See Otis contract layout and coordinate with local Otis representative.

26. In Canada, provide smoke detectors, located as required, with wiring from the sensing devices to the controller(s) designated return landing.
    a. For each group of elevators, provide a normally closed contact representing the smoke detector at the designated return landing and, if provided, from the sensing device in the pit.
    b. For each group of elevators, provide a normally closed contact representing all smoke detectors located in elevator lobbies, but not the smoke detector at the designated return landing (see above) and, if provided, from the sensing device in the top of the hoistway.
    c. For each group of elevators, provide a normally closed contact representing the smoke detector in the elevator machine room / machine space(s).
    d. If the machine room / machine space is located at the designated return landing, the smoke detectors located therein shall be wired to activate the same normally closed contact as the smoke detector at the designated landings. When a machine room is used, for each group of elevators, provide in addition to the above, a normally closed contact representing the sensing devices in the machine room and, if provided, in the pit or at the top of the hoistway (for the Fire Hat in the Elevator).
    e. In jurisdictions enforcing A17.1-2019/B44:19 or later editions of the Elevator & Escalator Safety Code, and where fire alarm initiating devices are located in the hoistway, access panels that are rated and listed for the application and comply to A17.1-2019/B44:19 requirement 2.8.2.4 shall be provided and located in areas not to interfere with elevator equipment. See Otis contract layout and coordinate with local Otis representative.
27. In the United States, if sprinklers are installed in the hoistway or machine room / machine space(s), a means to automatically disconnect the mainline power supply to the affected elevator and any other power supplies used to move the elevator, upon or prior to the application of water is required (unless prohibited by local code). Smoke detectors shall not be used to activate sprinklers in hoistways or machine rooms / machine spaces or to disconnect the mainline power supply.
28. Provide and "ABC" fire extinguisher, minimum 10 lbs, in the machine room or in a location convenient to the machine space.

Electrical Requirements for HydroFit Elevators

29. All 125-volt, 15 or 20 ampere single phase receptacles installed in pits, machinery spaces, and elevator car tops shall be of ground fault circuit interrupter (GCFI) type. All 125-volt, 15 or 20 ampere single phase receptacles installed in machine rooms / spaces shall have GFCI protection. A dedicated single-phase receptacle supplying a permanently installed pit sump pump shall not require GFCI protection National Electrical Code [NEC620-85 or CEC Rule 38-085].
30. Furnish a dedicated, balanced, 3-phase, 3-wire electrical feeder system with a separate solidly grounded equipment grounding conductor terminating in the machine room / space. Size of the feeders and grounding conductor to suit elevator power characteristics. Feeder conductors and grounding conductor must be copper. A fused disconnect switch or circuit breaker capable of being locked in the open position for each elevator per the National Electrical Code (ASME/NFPA 70) or Canadian Electrical Code (C22.1) with feeder or branch wiring to the controller (NEC 620-51, 620-61(D), and 620-62 or CEC Rule 38-013(2)(a)must be provided. Fuses are to be current limiting class RK1 or equivalent. Circuit breakers are to

have current limiting characteristics equivalent to class RK1 fuses. Fuses or circuit breakers are to be time delay to cover the full load up accelerating current as listed in the Otis Confirmation of Power Supply Form.

[**Note:** If the 3 phase power to the control system is simulated (not from the utility), by use of a phase converter system, the phase converter must have all three phases balanced. Digital phase converter is required.]

Furnish a separate 120-volt, 15 ampere single phase branch circuit and SPST fused disconnect switch or circuit breaker capable of being locked in the open position to supply the car lights, receptacles, auxiliary lighting power source, and ventilation on each car in compliance with the National Electrical Code must be provided.

When a machine room is used and where practical, disconnects shall be located adjacent to the door of the machine room enclosure. When a machine space is used, disconnects or circuit breakers shall be located behind the door of the machine space per Otis layout.

Branch circuit wiring to each controller (NEC 620-53 or CEC Rule 38-053) must be provided.

For machine room applications, a convenience outlet and a suitable light, of not less than 200 Lux (19 fc) as measured at the floor level must be provided in the machine room with a light switch located within 18 in (456 mm) of lock jamb side of machine room door.

For machine space applications, a convenience outlet located inside the machine space door and a suitable light located outside the machine space door on the lock jamb side, of not less than 200 Lux (19 fc) as measured at floor level must be provided per Otis layout. The machine space light circuit shall be a dedicated circuit separate from other lighting circuits (NEC 620-24 or CEC Rule 38-024)'

A convenience outlet and light fixture of not less than 100 Lux (10 fc) as measured at the pit floor level must be in the pit with a light switch located adjacent to the pit access door (NEC 620-24 or CEC Rule 38-024). The light bulb(s) shall be externally guarded to prevent contact and accidental breakage.

[Note: consult with the Otis Construction Superintendent at your location concerning the following paragraph.]

To meet the date upon which the elevators are to be turned over, the permanent 3 phase feeder system and protective devices must be installed and power available prior to the start of elevator installation.

31. Provide 120-volt, 20 ampere power for lights, tools, welding, hoisting, etc. to the hoistway during installation. Source must be within 75 ft (22.86 m) of the hoistway.

Fire Suppression

Apex Fire Protection

DIR #1000006088 LIC # 954286

2155 VERDUGO BLVD. # 220 MONTROSE, CA 91020

Tel (818)957-3400 apexfireinc@yahoo.com Fax (818)957-3404

PROPOSAL

PROJECT: **Fremont Middle School Reconstruction (New / Admin - MPR & Bldg 100 Only)**
1130 North M Street Oxnard,CA 93030

DATE: 10.30.2025 **BID #:** 2024-00844-RE.1

We hereby propose to install an Automatic Fire Sprinkler System for the project reference above, our price is based on plans and specifications provided ***(TKLSC ARC. / ADDENDUM #1 & Exhibit# A to F / FIRE PROTECTION DRAWING)*** ,any work above and beyond this plan will be at extra cost, also assumption has been made that existing water supply is adequate.

SCOPE OF WORK:

1. Following fire protection drawing to install wet pipe automatic fire sprinkler system throughout building. (***PER FIRE PROTECTION DRAWING***)
2. Design, installation and testing per NFPA13 standard and all authorities having jurisdiction. Submittals Product data sheets,Shop drawings (if applicable) as required by structural engineer, architect, MEP designers.
3. Complete overhead system, Riser assembly including, tamper, flow detector and electric bell. Fire sprinkler work will start from inside building 6" AFF provided from underground piping by others "site contractor". **(Fire Line underground By others)**
4. Complete fire sprinkler head in Drops,Line up With Light Sprinkler Head for light hazard occupancy.Fully sprinkler concealed spaces for Ordinary & Light Hazard Occupancy with Brass sprinkler heads supply and install.Provide heat shields for sprinkler heads if required. (**SPRINKLER TYPE PER SPEC. & FP DRAWING)**
5. Seismic bracing.All thrust blocks, supports, strapping, hangers, braces, etc necessary for a complete stabilize system including required calculations therefor. (**PER DSA REQUIREMENT)**
6. Fire Caulking for Fire sprinkler piping penetration. **(Sound caulking -Done by others)**
7. Provide all labor, materials and adequate supervision to expedite the job at all times.

EXCLUSIONS:

Any water or fire service fees, any electrical wiring or 24 hour monitoring system, smoke detectors, any painting of pipe, any fire extinguisher, any drywall, concrete and stucco painting, Demo or patching, any plan deficiencies or Structural Engineering., any over time work, any fire pumps or reservoirs" Water Tank", any kitchen equipment foam system, welding of grease duct nipples or specialty hanging devices, any in rack sprinklers, any fire watch, any dry chemicals or Clen Agent special hazards, site work fire Hydrants, water meter fees, any P&P Bounding fees.

Unless noted otherwise:
We propose hereby to furnish material and labor(the price of this project is based on prevailing wage), complete in accordance with above specifications for the sum of:

SCHEDULE OF VALUE:

ADMIN BLDG: $150,000.00 *BLDG. 100 (TWO STORY) : $680,000.00* *MPR BLDG.: $210,000.00*

DESIGN & BUILD FIRE SPRINKLER PRICE : $1,040,000.00

NOTE: THIS PRICE INCLUDED ALL TAX AND PERMIT FEES.* ** UNDERGROUND PIPING NOT INCLUDED.***

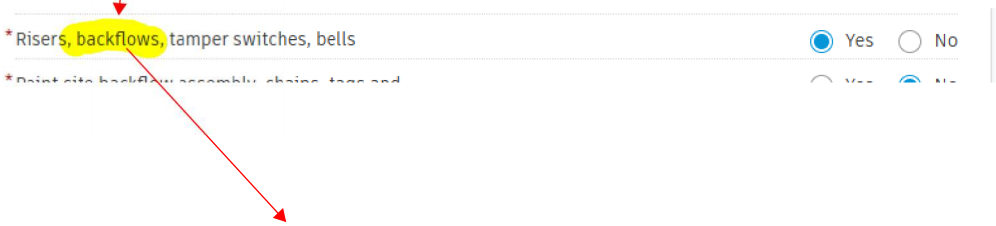
ADD ALTERNATES TO ABOVE BASE BID:

1) Maintain MEP - BIM Coordination. (IR REQUIRED) **$28,700.00**
2) UNDERGROUND FIRE LINE 5FT OUT CONNECTION ***Three BLDG. $66,200.00***
3) P&P Bond additional cost. (IR REQUIRED) **$30,800.00**

NOTE: Apex SBE (DGS#2010005) (LAUSD#238220) (METRO#8920)

** The price of this project is based on prevailing wage & UNION installer - PLA.*
This price is valid for 90 days from the date of the proposal.

By Others



This item is not included, as it will be performed by the site contractor under the fire line underground scope.)

By Others

WILKES
FIRE PROTECTION

CA State License #1126847, DIR#2000006955

626-290-0395 wilkesfireprotection@yahoo.com

October 30, 2025

The following pricing is for the New Fremont Middle School, in Oxnard, CA. This will meet NFPA code requirements for new construction.

New Construction Work:

The Fire Sprinkler system will be new black steal pipe. System will have mains and branch lines to install for pendant/upright sprinklers.

New fire sprinkler risers with control valve, drain valve, flow switch and tamper switches are new and part scope of work. All seismic restraints are new per NFPA installed under this scope.

Work Included:

- Plans, Permits and insurance as require.
- All inspections required.
- All piping to be install per NFPA #13 requirements.

- Install fire sprinkler to proper location.
- Piping starts at P.O.C from underground

Work Excluded:

- Painting of exposed sprinkler pipe.
- Fire Alarms/Fire Bells
- Fire Caulking
- Patching or covering any holes

- **Price Breakdown**
  We propose hear by to furnish material and labor - complete in accordance with the above specifications for $1,160,000 dollars.
- Any alterations or deviation from above specifications involving extra costs will be executed only upon written order, and will become extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully, Casey Wilkes

Plumbing

McCall & M|M
An EMCOR Company

Fremont Middle School Reconstruction

10/30/2025

Prepared For:
Viola Construction
5811 Olivas Park DR.
Suite 204 Ventura CA.
estimating@violainc.com
1 805-487-3871

Prepared By:
McCall & M|M An EMCOR COMPANY
910 Huston St.
Grover Beach, CA 93434
805.489.7808 | MesaCCEstimating@Emcorgroup.com

I. PROJECT OVERVIEW

McCall/EMCOR is pleased to offer the following proposal to perform Plumbing work for the above-mentioned project. This proposal is a complete bid in accordance with plans and specifications dated 1/17/2025 as prepared by SVA Architects subject to the following scope, exclusions, and clarifications. Addenda 1 is acknowledged.

II. BID DOCS

A. Specification Sections: 220500, 220519, 220523, 220529, 220553, 220716, 221110, 221116, 221123, 221313, 221316, 221323, 221413, 223300, 224000.

B. Plumbing Drawings: P0.1, P0.2, P0.3, P1.0, P2.01, P2.02, P2.10, P2.11, P2.20, P2.20A, P2.20B, P2.21, P2021A, P2.21B, P2.22, P2.22A, P2.22B, P4.1, P4.2, P4.3, P4.4, P4.5, P4.6, P4.7, P5.1, P6.3.

III. COST

A. Plumbing Base Bid: ..... $2,499,902.
B. Add for Bond: ..... 1%.

This proposal is valid until 11/30/2025.

IV. PROJECT INCLUSIONS

A. Equipment, Material & Labor.
B. Freight & Handling.
C. Material Lifts.
D. Excavation & Backfill for All Plumbing Trenches.
E. Plumbing utility hookups for food service and OFCI Items limited to final connection of water and waste only. I.e. faucets for sinks would be mounted by food service, drains and garbage disposal would be mounted by food service, and final set of fixtures to be by food service.
F. Seismic Bracing for Plumbing systems.
G. Firestopping as required for plumbing systems.
H. Below grade Site natural gas piping as shown on sheet P1.0.

V. PROJECT EXCLUSIONS

A. Dewatering of any nature.
B. Demo work or safe off of any nature.
C. Temporary water or sewer hookup for site or trailers. Can be provided for additional costs if needed.
D. Concrete cutting or demo of any nature.
E. HVAC work. Bidding only Plumbing. (HVAC Condensate drains included)
F. HB-1 tagged on schedule but not shown on plans anywhere so not included. For reference all restrooms don't show hose bibs for cleaning and aren't included.
G. Cast iron below grade pipe to be direct buried not bagged.

H. Architectural downspouts.
I. Concrete Placement.
J. Bim Coordination.
K. Waterproofing.

VI. CLARIFICATIONS

A. Plumbing bid is based solely on the P sheets and scope detailed within. Any missed scope with Civil, Food Service, Landscape, etc. isn't assumed to be covered by Plumbing unless detailed on P sheets.
B. Proposal assumes all work in phase#1 to be Available at same time. For example, when mobilizing for underground we are going to do (1) bldg. and move to next bldg. etc. No long duration gaps between structures.

VII. STANDARD INCLUSIONS & EXCLUSIONS

The items below are included in this proposal; unchecked items are excluded.

A. Engineering		**O. Insulation**	
Mechanical		Per Plan Schedule	X
Electrical		Per Spec	
Structural		Clarified Above	
Civil		Other:_____	
B. Detailing		**P. Demo**	
2D		Equipment	
3D		1. EPA Refrigerant Recovery	
BIM (LOD _____)		Plumbing Fixtures	
Surveying		Duct	
C. Permits		Pipe	
Building		Abatement	
System Specific: _____		Saw Cutting	
Grading		Break & Haul	
Encroachment		Roofing	
Other: _____		Structural	
D. Bonds		**Q. Seismic**	
Bid Bond		Engineering	
Payment Bond		Shop Drawing	
Performance Bond		Anchorage	**X**
Other: _____		Other:_____	
E. Labor		**R. Sealants & Finishes**	
Standard Working Hours	X	Fire Stopping	X
Overtime & Off-Hours		Fire Proofing	
Prevailing Wage		Acoustical Caulking	
Davis-Bacon Act		Grout Packing	
F. Ductwork		Waterproofing for Mechanical Equip.	
Per Spec		Duct Painting	
Per SMACNA		Pipe Painting	
Clarified Above		Other:_____	
Duct Cleaning		**S. HVAC & Plumbing Controls**	

G. Mechanical Pipe	
Per Plan Schedule	
Per Spec	
Clarified Above	
Buy American	
H. Plumbing Pipe	
Per Plan Schedule	X
Per Spec	
Clarified Above	
Buy American	
I. Equipment	
Crane	
Rigging	
Rentals	X
Other: _____	
J. Commissioning	
Self-Perform Start-up	X
Factory Start-up	
3rd Party Commissioning	
Owner Training	
K. Test & Air Balance	
Pre-Reads	
Air	
Water	
DALT	
L. Testing	
Smoke Testing	
Sound Testing	
Abatement Testing	
Lead Testing	
Water Chlorination	X
Bac-T Testing	X
Backflow Testing	
Mill Test Report (Cert)	
Other:_____	
M. Warranty	
Standard 1-Year Subcontractor	X
Extended Subcontractor Per Spec	
Extended Factory	
Other:_____	
N. Special Inspections	
Welding	
Anchorage	
Soil Compaction	
Other:_____	

OEM/Standalone	
DDC Per Design	
BMS Per Design	
Equipment Integration BMS	
Medical Gas Alarm Panels	
T. Underground Utilities	
Camera Surveying	
Excavation	X
Backfill & Compaction	X
Shoring	
SWPPP	
Dewatering	
Traffic Control	
Trench Plating	
Other:_____	
U. Temporary Services	
Infectious Control	
1. Negative Air	
Comfort HVAC	
Process HVAC	
Plumbing	
Utilities	
Walls & Barries	
Other:_____	
Other:_____	
V. Supplemental Systems	
Fire Alarm	
Fire Suppression/Sprinklers	
Smoke Control	
Security	
Landscape	
Fuel Systems	

We thank you for the opportunity to offer this proposal. Please contact the undersigned with any questions or concerns.

Sincerely,

McCall/EMCOR Services

Brian McCall, Chris McCall, & Steven Vior
O: 805.489.7808 – Grover Beach Office
O: 805.745.1126 – Carpinteria Office
E: bmccall@emcor.net
E: cmccall@emcor.net
E: svior@emcor.net

VIII. TERMS AND CONDITIONS

A. Contractor will perform the services ("Services") set forth in the attached proposal ("Proposal").
B. Contractor will perform the Services during normal working hours, Monday through Friday, unless specified otherwise in writing by Contractor. If Customer requests that Contractor provide Services on an expedited basis and/or outside normal working hours, Customer shall pay all additional charges for freight, labor, or materials according to Contractor's established rates and fees.
C. If Contractor determines that other work beyond the Services is required, such work shall not constitute a part of the Services, and Contractor will provide Customer with a quotation for such work.
D. Customer agrees to (i) provide safe and reasonable access, and any other assistance as is reasonably necessary, so that Contractor can perform the Services and (ii) remove and replace/refinish any part of the work site that must be disturbed so Contractor can perform the Services.
E. Contractor shall not perform any service that concerns hazardous materials, and shall have no responsibility for remediation, accumulation, storage, transportation, or disposal of any hazardous materials generated by Customer or present at the work site.
F. Contractor shall not be required to perform any Services where hazardous materials are present or where Contractor suspects the presence of hazardous materials, and Contractor immediately may stop providing Services in either instance and notify Customer of the circumstance giving rise to the stoppage.
G. Customer agrees to pay Contractor the lump sum or time and materials rates set forth in the Proposal, and all excise, sales, use, occupation or other similar taxes connected with Contractor's performance of the Services.
H. Customer's payment is due net 30 days from date of invoice, and late payment to Contractor shall be subject to interest at the rate of one and one-half percent (1½ %) per month, not to exceed the maximum amount allowed by applicable law. Contractor may cease providing Services, including warranty services, if Customer fails to make any payment that is due and owing.
I. Materials provided will be free from defects for one (1) year from the date of the Services or to the extent of the manufacturer's warranty, whichever the lesser. Workmanship provided will be good and of a workman-like standard for sixty (60) days from the date of the Services. During the applicable warranty period, Contractor promptly shall repair or replace, at its sole option and at its own expense, any defective materials or workmanship during normal working hours (for defective materials, Contractor only will provide (i) warranty coverage to the extent that Contractor is able to enforce liability against the manufacturer and (ii) necessary labor at its own expense for sixty (60) days from the date of the Service and during normal working hours). Customer's sole and exclusive warranty is the repair or replacement set forth herein. If Customer requests that Contractor provide warranty services on an expedited basis and/or outside normal working hours, Customer shall pay all additional charges for freight, labor, or materials according to Contractor's established rates and fees.
J. Contractor's warranty applies only to materials and workmanship furnished by Contractor. Contractor's warranty shall be null and void if (i) Customer fails properly to operate and maintain equipment and/or the system for which Services were provided, (ii) acts of vandalism or other alterations or modifications occur that affect the equipment and/or the system for which Services were provided, or (iii) Customer subsequently has another contractor provide goods or services that affect to the Services.

K. Contractor shall not be liable for any delay, or loss or damage arising therefrom, and shall be entitled to additional time for the Services, if the delay is caused by an occurrence beyond the reasonable control of Contractor.

L. Contractor is not responsible for equipment and/or system design deficiencies, obsolete equipment or systems, equipment or systems beyond serviceable life, or electrical failures, and Customer shall remain obligated to pay for Services if the Proposal properly was performed but the Services do not remedy the condition giving rise to the Proposal because of the foregoing.

M. Contractor shall not be liable for operation of any equipment or system, nor for injury to person or damage to property, except to the extent such injury or damage is caused by the negligent acts or omissions of Contractor, and only to the proportionate extent of Contractor's negligence.

N. Under no circumstances, whether arising out of contract, tort (including negligence), strict liability, warranty or otherwise, shall either party be liable to the other for special, indirect, incidental, consequential, exemplary or punitive damages of any nature.

O. In no event shall Contractor's aggregate liability to Customer exceed an amount that is the lesser of (i) the amount of the Proposal or (ii) the cost to Contractor to repair or replace the item giving rise to the claim.

P. This Proposal shall be governed by the laws of the State where the Services are performed, without giving effect to its conflict of laws provisions. Any action concerning the subject matter of this Proposal shall be commenced in the State court of such State, which shall have exclusive jurisdiction over such action. Any such action shall be submitted TO THE COURT ONLY for resolution, WITHOUT TRIAL TO A JURY. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY SUCH ACTION.

Q. This Proposal is expressly conditioned on the parties reaching mutually agreeable subcontract terms, and Mesa Energy Systems, Inc. reserves the right to edit and negotiate any form of subcontract agreement as a condition precedent to proceeding with any work set forth in this proposal.

R. Contractor shall be entitled to all fees and costs, including reasonable attorney's fees, incurred by it in any action to collect amounts due to it from Customer.

S. By signing the Proposal, Customer authorizes Contractor to perform the Services and agrees to these Terms and Conditions and those set forth in the Proposal. Customer further agrees that the Proposal and these Terms and Conditions constitute the parties' entire agreement, and any other documents generated or provided by Customer are intended only to create payment authority for Customer's internal purposes. No such Customer documents shall form a part of this agreement, or constitute a counteroffer, amendment, modification, or revision, and hereby are rejected by Contractor.

T. This proposal, including but not limited to pricing and schedule, is made contingent upon the work addressed herein not being adversely affected, either directly or indirectly, by the COVID-19 pandemic and/or the Corona virus. This proposal is further conditioned upon the parties agreeing, prior to beginning of any work and in writing as part of any contract/subcontract, that any (i) schedule issues (including, but not limited to, delay, acceleration, compression, interference, hindrance), (ii) overtime hours or added resources to perform work, (iii) shortages (whether as to labor, subcontracted services, materials, or supplies), (iv) change orders, extra work, or extra costs, or (v) inefficiency and impacts relating to the foregoing, that arise as a result of the COVID-19 pandemic or Corona virus will entitle contractor to a change order equitably addressing impacts to its time for performance and costs.

Acceptance

_____

Signature

_____

Name and Title

_____

Date

PO #

License # 533836

#15614

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	10-29-2025
STREET		JOB NAME	
5811 Olivas Park Dr Suite 204		Fremont MS Reconstruction	
CITY, STATE AND ZIP CODE		JOB LOCATION	
Ventura, CA 93003		Oxnard, CA	
ARCHITECT	DATE OF PLANS		JOB PHONE
SVA Architects	1-17-2025		

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 complete the plumbing portion of the above-referenced project as shown on the plumbing plan sheets of plans dated January 17, 2019 as drawn by SAV Architects.

SEE ATTACHMENT "A" FOR ITEMS INCLUDED AND EXCLUDED

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:

Two Million Eight Hundred Twenty Three Thousand Four Hundred NO/100 dollars ($ **2,823,400.00**)

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 **30** days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Signature _____

Date of Acceptance: _____

Signature _____

Attachment "A"
PROPOSAL #15614

The following items are included in this proposal:

- Standard weight no hub cast iron waste and vent piping with Husky #SD 4000 no hub couplings for sanitary waste, vent, storm drain, and grease waste piping.
- Type L copper pipe with wrought copper solder type fittings for domestic water piping.
- Schedule 40 A53A threaded black pipe with 150# malleable iron threaded fittings for natural gas piping 2" and smaller.
- Schedule 40 A53A plain end black pipe with schedule 40 weld fittings for natural gas piping 2-1/2" and larger.
- Polyethylene SDR 11 pipe with butt fusion fittings for natural gas piping below grade.
- Fiberglass insulation with Zeston PVC fitting covers for domestic hot water piping.
- Fire stopping of required plumbing penetrations.
- Seismic bracing of required plumbing piping per SMACNA guidelines.
- Safe off of plumbing piping. Demolition by others.
- Storm drain, sanitary sewer and domestic cold water piping 5'0" beyond building.
- Plumbing fixtures as described in the plumbing fixture schedule.
- Installation of roof and overflow drains.
- Chlorination of new domestic water piping with certificate.
- Grease interceptor.
- Cathodic protection of underground metallic pipe.
- All work will be performed during regular hours from 7:00 AM to 3:30 PM Monday through Friday.

The following items are excluded from this proposal:

- Off hours, weekend or holiday work.
- Sewer, water and/or gas connection fees.
- Bonds.
- Gas meter relocation or upgrade fees.
- All toilet room accessories (i.e., grab bars, towel dispensers, partitions, etc.)
- Equipment pads.
- Asbestos or lead abatement.
- Site work.
- Haul off of excess spoils.
- Repairs to existing utilities or any underground piping not clearly identified prior to excavation.
- Delays in excavation caused by high water tables, rocky, or similar soil conditions.
- All electrical work needed for plumbing equipment, including low voltage electrical.
- Provision of SWPPP documents.
- Installation or maintenance of SWPPP.
- BIM coordination drawings.
- Elevator pit drains.
- Condensate piping not shown on drawings.

Smith
MECHANICAL - ELECTRICAL -PLUMBING
LIC. NO. 420418
1340 W. BETTERAVIA RD. SANTA MARIA CA 93455
PHONE (805) 621-5000

October 30,2025

Robert Viola
Viola Inc Constructors
5811 Olivas Park Drive, Suite 204
Ventura, CA 93003

Re**: Fremont MS - pricing based on 100% DD Drawings**
Mechanical, Electrical and Plumbing

Our proposal and scope are based on the following documents:

- **Plan Set dated**: 1/17/2025
- **Specification dated:** 1/17/2025
- **Addendums:** #1 dated 10/22/2025
- **Exhibits:** A, B,C, D, E & F

- This proposal shall include the work reasonably interpreted as necessary to procure and construct the Mechanical, Electrical and Plumbing work as detailed by the documents referenced herein, subject to the following specific clarifications.

Mechanical Scope of Work:

Procure and installation of the new HVAC equipment as identified below:

- (48) York rooftop packaged units with Isolation curb **(Per Plan)**
- (1) Greenheck MUA unit and Isolation curb **(Per Plan)**
- (9) Mitsubishi Split systems, Fan coils ductless, cassette and horizontal discharge, and condensing units **(Per Plan)**
- (12) Greenheck exhaust Fans **(Per Plan)**
- (90) Vibro Acoustic Sound attenuators (**Per Specification)**
- (445) Price Air Distribution
- Smith MEP will furnish and install ductwork distribution per SMACNA standards.
- Exterior Insulation of concealed ductwork
- Roof square ductwork is internally lined
- Grease Duct is 16 g galvanized with fire master wrap
- **Alerton Controls as specified by Signet Controls system included (Per Specifications)**
- Final test and balance for new systems AABC 'S certified**, including Title 24**
- **Refrigeration pipe is soft copper, ACR where exposed to view**
- Start-up of mechanical equipment.
- Crane /Helicopter to set mechanical equipment

Smith
MECHANICAL - ELECTRICAL -PLUMBING
LIC. NO. 420418
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PHONE (805) 621-5000

Electrical proposals and scope are based on the following documents:

Procure and installation of new electrical per electrical drawings.

- All wiring is figured in conduit as per general notes and specifications.
- Rough-in and install infrastructure are considered for data, TV and fire alarm systems.
- Safe off lighting, power, Mechanical, Data, Fire Alarm and demo by others include removal of fixtures, equipment, wiring, conduits, boxes, supports and straps as necessary.

Edison "B" Drawings: ADD ALT

- Provide and install (1) qty. 5" PVC UG existing Pullbox #3 to NEW Pullbox #4 and continuing path to Transformer Pad #5 approx. 970'.
- Provide and install (1) qty. Split Pull box 3'x5'x4' and (1) qty. 94"x72" pad.
- Includes trenching, backfilling and slurry.
- Cables, termination, de-energization and energizing by other.

Onsite Electrical Utility

- Provide and install (1) qty. 5" UG primary conduit encased in concrete from closes pullbox to SCE Switch slab box approx. 85'.
- Provide and install (3) qty. 3" Conduit stub out from SCE switch slab box approx. 85'.
- Provide and install (8) qty. 94"x72" slab box for site work.
- Provide and install (16) qty. 36"x60"x48" pull box for site work.
- Provide and install (5) qty. 36"x60"x48" pull box for EV Chargers.
- Provide and install (3) qty. 10"x17"x12" Concrete pullbox with Traffic Rated cover for site work.
- Provide and install (26) qty. 10"x17"x12" Concrete pullbox with Standard Rated cover for site work.
    - ADD Alt for Traffic Rated Cover for boxes located in planter
- Provide and install (1) qty. 10'x12'x6" Pad w/5'x8'-6"x60" Enclosure Edison UGS 535.1.
- Provide and install (1) qty. 5'x10'-6"x7" Vault Edison PMH.
- Hauling of excess dirt from trenching operations is included.
- All work to be performed in dirt – demolition of work area to be performed by others prior to start of trenching operations.
- Price includes private utility locating through Ground Penetrating Radar (GPR).

Distribution

- Provide and install (1) qty. 3000A SWBD "MSB" 480/277V 3P4W Nema3R 3-Section includes grounding assembly.
- Provide and install (1) qty. 1200A DB "DSHC" 480/277V 3P4W Nema3R includes grounding assembly.
- Provide and install (1) qty. 600A DB "DSHF" 480/277V 3P4W Nema3R.
- Provide and install (1) qty. 800A DB "DSLC" 208/120V 3P4W Nema3R.
- Provide and install (1) qty. 600A DB "DSLEV" 208/120V 3P4W Nema3R.
- Provide and install (1) qty. 600A DB "DSLG" 208/120V 3P4W Nema3R.
- Provide and install (7) qty. for Panel CL1, CL2, CL3, CL4, CL5, CL6 & CL7.
- Provide and install (2) qty. 100A for Panel CH1 & CH2.
- Provide and install (3) qty. 225A for Panel CH3, CH4 & CH5.
- Provide and install (2) qty. 100A for Panel GL1 & GL2.
- Provide and install (2) qty. 150A for Panel GL3 & GL4.
- Provide and install (3) qty. 225A for Panel AH1, AH2 & GH1.

- Provide and install (1) qty. 300A Panel GH2.
- Provide and install (1) qty. 225A Panel AL1.
- Provide and install (1) qty. 150A Panel AL2.
- Provide and install (1) qty. 100A Panel AL3.
- Provide and install (2) qty. 5kVA Single phase mini power zone for Panel PZ1 & PZ2.
- Provide and install (2) qty. 250kVA Transformers for TC & TF.
- Provide and install (1) qty. 150kVA Transformer for TG.
- Provide and install (1) qty. 45kVA Transformer for TA.
- Provide and install (1) qty. Panel CINV 60A 1P2W 277V.
- Provide and install (1) qty. 3kW Inverter AINV 1P2W 277V.
- Provide and install (1) qty. 5kW Inverter GINV 1P2W 277V.

Admin. Building
Lighting and Controls

- Provide and install (132) qty. Type 2 – 2'x2' Recessed per specification.
- Provide and install (17) qty. Type 2EM – Same as Type 2 with EM per specification.
- Provide and install (2) qty. Type 5EM – 1'x4' Flat panel surface mounted per specification.
- Provide and install (11) qty. Type 9B – Wall Sconce per specification.
- Provide and install (10) qty. Type 10 – 1.5'x4' Surface mounted per specification.
- Provide and install (9) qt. Type X1 – Surface mounted single phase exit sign per specification.
- Provide and install (1) qty. Type $ Single pole switch.
- Provide and install (26) qty. Type 2WAY-OS, manufacture TBD.
- Provide and install (5) qty. Type AC-DDL, manufacture TBD.
- Provide and install (19) qty. Type LVMS, manufacture TBD.
- Provide and install (7) qty. Type WMSB-OS, manufacturer TBD.
- Provide and install (1) qty. AINV inverter 3kW 1P2W 277V.
- Provide and install (1) qty. GINV inverter 5kW 1P2W 277V,
- Provide and install (1) qty. Panel CINV 60A 1P2W 277V Nema3R M.L.O.
- Provide and install (1) qty. Astronomical time clock and photocell.

Power Devices

- Provide, rough in and install (65) qty. Duplex receptacles.
- Provide, rough in and install (1) qty. Duplex receptacle above counter.
- Provide, rough in and install (56) qty. Duplex GFCI receptacles.
- Provide, rough in and install (6) qty. Duplex GFCI receptacles above counter.
- Provide, rough in and install (1) qty. Duplex GFCI controlled receptacle above counter.
- Provide, rough in and install (7) qty. Duplex GFCI W.P. receptacles.
- Provide, rough in and install (1) qty. Double Duplex controlled receptacle.
- Provide, rough in and install (2) qty. Double Duplex floor box receptacles.
- Provide, rough in and install (1) qty. 30A3P 250V receptacle for UPS.
- Provide, rough in and install (1) qty. 1WAY- OS.
- Provide, rough in and install (1) qty. 20A1P 120V motor rated switch for disposal.
- Provide, rough in and install (4) qty. J-Box and 20A1P 120V connection for Hand Dryers.
- Provide, rough in and install (1) qty. J-box and 20A1P 120V connection for Intercom/PA/Clock.

Mechanical/Plumbing

- Provide, rough in and install (3) qty. 15A1P Motor rated switch and hookup for EF-3.1, EF-3.2 & EF-3.3.
- Provide, rough in and install (1) qty. 15A1P Motor rated switch and hook up for FC-4.2
- Provide, rough in and install (2) qty. 15A1P Motor rated switch and hook up for outdoor unit (Note: 2.069).
- Provide, rough in and install (1) qty. 15A2P Motor rated switch and hook up for SFC-4.1.
- Provide, rough in and install (1) qty. 30A30F2P 250V Nem3R Disconnect and hook up for CU-4.1 & CU-4.2.
- Provide, rough in and install (14) qty. 30A15F3P 600V Nem3R Disconnect and hook up for Power exhausts.
- Provide, rough in and install (1) qty. 30A20F3P 600V Nema1 Disconnect and hookup for EWH-1.
- Provide, rough in and install (4) qty. 30A20F3P 600V Nem3R Disconnect and hook up for RTU-4.1, RTU-4.2, RTU-4.4 & RTU-4.5.
- Provide, rough in and install (5) qty. Duplex GFCI W.P. surface receptacles.
- Provide, rough in and install (14) qty. ¾" C.O. (spare) to respective control devices for control wiring (Note: 2.017).
- Provide, rough in and install (3) qty. ¾" C.O. (spare) to respective control devices for control wiring.

Fire Alarm

- All low voltage wiring, devices and termination provided and installed by others.
- Provide and install 20A1P 120V power to BMS and mount BMS furnish by other (Note: 2.070).
- Provide and install 20A1P 120V power to AMP-3 and mount AMP-3 furnish by other (Note: 2.070).
- Provide and install 20A1P 120V power to FAAP and mount FAAP furnish by other.
- Provide and install 20A1P 120V power to FACP and mount FACP furnish by other (Note: 2.070).
- Provide and install 20A1P 120V power to FAS and mount FAS furnish by other.
- Provide and install 20A1P 120V power to FATC-3 and mount FATC-3 furnish by other.
- Provide and install 20A1P 120V power to VECP and mount VECP furnish by other.
- Provide, rough in and install conduits and backboxes (1) qty. Type B.WP.
- Provide, rough in and install conduits and backboxes (1) qty. Type CR.
- Provide, rough in and install conduits and backboxes (2) qty. Type M.
- Provide, rough in and install conduits and backboxes (1) qty. Type MS.
- Provide, rough in and install conduits and backboxes (5) qty. Type S.WP.
- Provide, rough in and install conduits and backboxes (40) qty. Type SD.
- Provide, rough in and install conduits and backboxes (31) qty. Type SF.cd Ceiling.
- Provide, rough in and install conduits and backboxes (1) qty. Type TS.
- Provide, rough in and install conduits and backboxes (1) qty. Type WF.
- Provide, rough in and install (3) qty. 42"x72"xTBD concrete pullbox. Shown on EFA1.01.

Access Control

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install conduits and boxes for (3) qty. single doors.

Audio/Video

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (1) qty. A/V stub up to accessible ceiling only.

Data/Tele/TV

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (24) qty. A/V stub up to accessible ceiling only.
- Provide, rough in and install (1) qty. TV stub up to accessible ceiling only.
- Provide, rough in and install (5) qty. WAP by other.

Intercom/Clock

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (20) qty. clock stub up to accessible ceiling only.

Security

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (4) qty. MD-Motion Detectors ceiling backboxes only.
- Provide, rough in and install (3) qty. SC-Security Cameras wall/ceiling backboxes only.

Elevator

- Provide and install (1) qty. Single pole surface W.P. switch.
- Provide and install (2) qty. 4' Surface mounted for wet location.
- Provide and install (2) qty. ¾" C.O. to main telephone board.
- Provide and install (2) qty. J-Box for call box.
- Provide and install (3) qty. Duplex GFCI W.P. surface receptacle.
- Provide and install (1) 30A20F2P 600V lockable disconnect for cab lighting and receptacles.
- Provide and install (1) qty. 60A60F3P 600V disconnect and hookup for Elevator pump.
- Provide and install ½" C.O. from disconnect switch auxiliary contacts to elevator controller.
- Provide, rough in and install conduits and backboxes (1) qty. Type S.
- Provide, rough in and install conduits and backboxes (6) qty. Type CR.
- Provide, rough in and install conduits and backboxes (4) qty. Type M.
- Provide, rough in and install conduits and backboxes (2) qty. Type PH.
- Provide, rough in and install conduits and backboxes (1) qty. Type R.
- Provide, rough in and install conduits and backboxes (2) qty. Type SD.
- Provide, rough in and install conduits and backboxes (2) qty. Type HD.

MPR/Food Service Building
Lighting and Controls

- Provide and install (24) qty. Type 1 – High performance pendant per specification.
- Provide and install (2) qty. Type 3 – 2'x4' recessed troffer per specification.
- Provide and install (73) qty. Type 4 – 1'x4' surface mounted per specification.
- Provide and install (23) qty. Type 4EM – Same as Type 4 with EM per specification.
- Provide and install (20) qty. Type 5 – 1'x4' Flat panel surface mounted per specification.
- Provide and install (10) qty. Type 5EM – Same as Type 5 with EM per specification.
- Provide and install (1) qty. Type 6 – 6" LED downlight, wide beam reflector per specification.
- Provide and install (13) qty. Type 9B – Wall sconce per specification.
- Provide and install (8) qty. Type 10 – 1.5'x4' surface mounted per specification.
- Provide and install (12) qty. Type X1 – Surface mounted single phase exit sign per specification.

- Provide and install (2) qty. Type $ - Single pole switch.
- Provide and install (45) qty. Type 2WAY-OS, manufacture TBD.
- Provide and install (1) qty. Type AC-DDL, manufacture TBD.
- Provide and install (20) qty. Type LVMS, manufacturer TBD.
- Provide and install (8) qty. Type WMSB-OS, manufacture TBD.

Power Devices

- Provide, rough in and install (2) qty. 4Gang Floor Box.
- Provide, rough in and install (18) qty. Duplex receptacles.
- Provide, rough in and install (6) qty. Duplex receptacles above counter.
- Provide, rough in and install (15) qty. Duplex GFCI receptacles.
- Provide, rough in and install (6) qty. Duplex GFCI W.P. receptacles.
- Provide, rough in and install (16) qty. Double duplex receptacles.
- Provide, rough in and install (1) qty. Double duplex surface receptacle.
- Provide, rough in and install (4) qty. J-Box with 20A1P 120V power and hookup for Hand dryers.
- Provide, rough in and install (1) qty. Key switch for (2) backboards.
- Provide, rough in and install (4) qty. 20A1P Motor switch surface for backs top motor.
- Provide, rough in and install (2) qty. 30A30F3P 250V Nema1 Disconnect and hookup for Bleacher Motor.
- Provide, rough in and install 3.4" C. from CRS-1 and CRS-2 to CER-1 with wire as indicated on Theatric lighting plan.
- Provide, rough in and install ¾" C. from stage managers panel (SMP) to adjacent control receptacle station (CRS) with wire as indicated on Theatric lighting plan.

Mech./Plumbing

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (1) qty. 15A1P Motor rated switch and hookup for EF-2.6
- Provide, rough in and install (2) qty. 20A1P Motor rated switch and hookup for CP-1 and CP-2.
- Provide, rough in and install (1) qty. 30A20F3P 600V Nema1 disconnect and hookup for EWH-1.
- Provide, rough in and install (3) qty. 40A1P 600V Nema1 Disconnect and hook up for EWH-2.
- Provide, rough in and install (1) qty. 60A40F3P 600V Nema1 disconnect and hookup for EWH-3.
- Provide, rough in and install (4) qty. 15A1P Motor rated switch and hookup for EF-2.1, EF-2.2, EF-2.3 & EF-2.4.
- Provide, rough in and install (1) qty. 15A3P Motor rated switch and hookup for EF-2.5.
- Provide, rough in and install (1) qty. 30A20F3P 250V Nema3R Disconnect and hookup for MAU-1.
- Provide, rough in and install (3) qty. 30A30F2P 250V Nem3R Disconnect and hook up for CU-3.1, CU-3.2 & CU-3.3.
- Provide, rough in and install (7) qty. 30A20F3P 600V Nem3R Disconnect and hook up for Power exhausts.
- Provide, rough in and install (22) qty. ¾" C.O. (spare) to respective control devices for control wiring (Note: 2.017).
- Provide, rough in and install (8) qty. Duplex GFCI W.P. surface receptacles.

Fire Alarm

- All low voltage wiring, devices and termination provided and installed by others.
- Provide and install 20A1P 120V power to FAPS-2 and mount FAPS-2 furnish by other.
- Provide and install 20A1P 120V power to AMP-2 and mount AMP-3 furnish by other.
- Provide, rough in and install conduits and backboxes (1) qty. Type B.WP.

- Provide, rough in and install conduits and backboxes (38) qty. Type CO.
- Provide, rough in and install conduits and backboxes (7) qty. Type CR.
- Provide, rough in and install conduits and backboxes (6) qty. Type F.cd Ceiling.
- Provide, rough in and install conduits and backboxes (26) qty. Type HD.
- Provide, rough in and install conduits and backboxes (3) qty. Type M.
- Provide, rough in and install conduits and backboxes (9) qty. Type S.WP.
- Provide, rough in and install conduits and backboxes (13) qty. Type SD.
- Provide, rough in and install conduits and backboxes (26) qty. Type SF.cd Ceiling.
- Provide, rough in and install conduits and backboxes (1) qty. Type TS.
- Provide, rough in and install conduits and backboxes (1) qty. Type WF.

Access Control

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install conduits and boxes for (1) qty. Double Door.

Audio/Video

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (5) qty. A/V stub up to accessible ceiling only.
- Provide, rough in and install (1) qty. PR stub up to accessible ceiling only.
- Provide, rough in and install (3) qty. S stub up to accessible ceiling only.
- Provide, rough in and install (1) qty. TP stub up to accessible ceiling only.

Data/Tele/TV

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (3) qty. Tele/Data stub up to accessible ceiling only.
- Provide, rough in and install (1) qty. ALS stub up to accessible ceiling only.
- Provide, rough in and install (2) qty. ANT stub up to accessible ceiling only.
- Provide, rough in and install (1) qty. TV stub up to accessible ceiling only.
- Provide, rough in and install (8) qty. WAP by other.

Intercom/Clock

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (5) qty. clocks stub up to accessible ceiling only.

Security

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (11) qty. MD-Motion Detectors ceiling backboxes only.
- Provide, rough in and install (6) qty. SC-Security Cameras wall/ceiling backboxes only.

Kitchen

Power Devices

- Provide, rough in and install (12) qty. 1Gang Duplex receptacle floor box.
- Provide, rough in and install (23) qty. Duplex receptacles S.S. covers.
- Provide, rough in and install (1) qty. Duplex receptacles ceiling S.S. covers.
- Provide, rough in and install (1) qty. Duplex GFCI receptacles S.S. covers.
- Provide, rough in and install (1) qty. J-Box with 20A1P 120V power and hookup for Air Curtain.

- Provide, rough in and install (1) qty. J-Box with 20A1P 120V power and hookup for Hand dryers.
- Provide, rough in and install (1) qty. J-box with 20A1P 120V power and hookup for Hood.
- Provide, rough in and install (1) qty. J-box with 50A3P 240V power and hookup for Vegetable Washing System.

Mech./Plumbing

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (2) qty. 20A2P 208V power and hookup for cooler and freezer evaporator coils.
- Provide, rough in and install (1) qty. 60A50F3P 250V Nema1 disconnect and hookup for Remote Refrigeration Rack.
- Provide, rough in and install (1) qty. 60A40F1P 600V Nema1 disconnect and hook up for EWH-2.
- Provide, rough in and install (1) qty. 15A2P Motor rated switch and hookup for FC-3.1.
- Provide, rough in and install (2) qty. Type $ - Single Pole Surface Switch.
- Provide, rough in and install (2) qty. Type $ - Single Pole Surface W.P. Switch for Walk in Freezer and Cooler.

Low Voltage

- All low voltage wiring, devices and termination provided and installed by others.

Fire Alarm

- Provide and install conduits and boxes for (1) qty. Type F.P.
- Provide and install conduits and boxes for (1) qty. Type F.S.

Access Control

- Provide and install conduits and boxes for (1) qty. Single door.

100 Building (Classroom)

Lighting and Controls

- Provide and install (147) qty. Type 3 – 2'x4' recessed troffer per specification.
- Provide and install (28) qty. Type 3EM – Same as Type "3" with EM per specification.
- Provide and install (49) qty. Type 4 – 1'x4' surface mounted per specification.
- Provide and install (8) qty. Type 4EM – Same as Type 4 with EM per specification.
- Provide and install (63) qty. Type 6 – 6" LED downlight, wide beam reflector per specification.
- Provide and install (32) qty. Type 6EM – Same as Type "6" with EM per specification.
- Provide and install (34) qty. Type 9 – Wall sconce per specification.
- Provide and install (18) qty. Type 10EM – 1.5'x4' Surface mounted with EM per specification.
- Provide and install (32) qty. Type 13 – Peak top standard per specification.
- Provide and install (4) qty. Type 13EM – Same as Type "13EM" with EM per specification.
- Provide and install (292) qty. Type 20 – 2'x4' TBD and confirmed.
- Provide and install (13) qty. Type X1 – Surface mounted single phase exit sign per specification.
- Provide and install (6) qty. Type X2 – Surface mounted double phase exit sign per specification.
- Provide and install (3) qty. Type $ - Single Pole Switch
- Provide and install (67) qty. Type 2WAY-OS
- Provide and install (2) qty. Type AC-DDL
- Provide and install (40) qty. Type LVMS
- Provide and install (13) qty. Type WMSB-OS

Power Devices

- Provide, rough in and install (200) qty. Duplex receptacles.

- Provide, rough in and install (1) qty. Duplex surface receptacle.
- Provide, rough in and install (20) qty. Duplex GFCI receptacles.
- Provide, rough in and install (25) qty. Duplex GFCI receptacles above counter.
- Provide, rough in and install (4) qty. Duplex GFCI W.P. surface receptacles.
- Provide, rough in and install (36) qty. Double duplex receptacles.
- Provide, rough in and install (3) qty. Double duplex GFCI receptacles.
- Provide, rough in and install (1) qty. 30A3P 250V surface receptacle for UPS.
- Provide, rough in and install (82) qty. 3Gang box for Power/Data/TV.
- Provide, rough in and install (65) qty. J-Box ceiling with 120V (Homeruns).
- Provide, rough in and install (20) qty. J-Box with 20A1P 120V power and hookup for Hand dryers.

Mech./Plumbing

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (1) qty. 15A1P Motor rated switch and hookup for EF1.3.
- Provide, rough in and install (3) qty. 15A2P Motor rated switch and hook up for FC-1.1, FC-1.2 & FC-1.3.
- Provide, rough in and install (2) qty. 20A1P Motor rated switch and hookup for CP-1.
- Provide, rough in and install (2) qty. 20A2P Motor rated switch and hookup for EF-1.1 & EF-1.2.
- Provide, rough in and install (1) qty. 20A2P Motor rated switch and hook up for SFC 2.1.
- Provide, rough in and install (4) qty. 30A30F2P 250V Nema3R Disconnect and hookup for CU-1.1, CU-1.2, CU-1.3 & CU2.1.
- Provide, rough in and install (36) qty. 30A20F3P 600V Nema3R disconnects and hook up for RTU-1.1 thru RTU-2.9.
- Provide, rough in and install (16) qty. 30A20F3P 600V Nem3R Disconnect and hook up for Power exhausts.
- Provide, rough in and install (2) qty. 60A40F1P 600V Nema1 Disconnect and hook up for EWH-1.
- Provide, rough in and install (79) qty. ¾" C.O. (spare) to respective control devices for control wiring (Note: 2.017).
- Provide, rough in and install (17) qty. Duplex GFCI W.P. surface receptacles.

Access Control

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install conduits and boxes for (3) qty. Single Door.
- Provide, rough in and install conduits and boxes for (1) qty. Double Door.

Audio/Video

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (39) qty. A/V stub up to accessible ceiling only.

Data/Tele/TV

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (57) qty. Tele/Data stub up to accessible ceiling only.
- Provide, rough in and install (1) qty Data stub up to accessible ceiling only.
- Provide, rough in and install (97) qty. TV stub up to accessible ceiling only.
- Provide, rough in and install (1) qty. BS stub up to accessible ceiling only.
- Provide, rough in and install (1) qty. CS stub up to accessible ceiling only.
- Provide, rough in and install (40) qty. WAP by other.
- Provide, rough in and install (44) qty. 2" Sleeves thru wall.

- Provide, rough in and install (100) qty. 4" Sleeves thru wall.

Intercom/Clock

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (31) qty. clock stub up to accessible ceiling only.

Security

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (43) qty. MD-Motion Detectors ceiling backboxes only.
- Provide, rough in and install (8) qty. SC-Security Cameras wall/ceiling backboxes only.

Fire Alarm

- All low voltage wiring, devices and termination provided and installed by others.
- Provide and install 20A1P 120V power and mount AMP-1 and AMP-1.2, furnished by other.
- Provide and install 20A1P 120V power and mount FAPS-1 and FAPSA-1.2, furnished by other.
- Provide and install 20A1P 120V power and mount FATC-1.1 and FATC-1.2, furnished by other.
- Provide, rough in and install conduits and backboxes (1) qty. Type B.WP.
- Provide, rough in and install conduits and backboxes (8) qty. Type CR.
- Provide, rough in and install conduits and backboxes (6) qty. Type F.cd Ceiling.
- Provide, rough in and install conduits and backboxes (61) qty. Type HD.
- Provide, rough in and install conduits and backboxes (6) qty. Type HD.B.WP.
- Provide, rough in and install conduits and backboxes (5) qty. Type M.
- Provide, rough in and install conduits and backboxes (1) qty. Type R.
- Provide, rough in and install conduits and backboxes (11) qty. Type S.WP.
- Provide, rough in and install conduits and backboxes (136) qty. Type SD.
- Provide, rough in and install conduits and backboxes (67) qty. Type SF.cd Ceiling.
- Provide, rough in and install conduits and backboxes (2) qty. Type TS.
- Provide, rough in and install conduits and backboxes (2) qty. Type WF.

Site/Landscape

Lighting and Controls

- Provide and install (7) qty. Type 9 – Wall sconce per specification.
- Provide and install (10) qty. Type 9A – High performance outdoor 20' pole light per specification.
- Provide and install (14) qty. Type 9C – High performance outdoor pole light per specification (height TBD).
- Provide and install (1) qty. Type 9D – High performance outdoor 20' pole light per specification.
- Provide and install (7) qty. Type 10 – 1.5'x4' Surface mounted per specification.
- Provide and install (7) qty. Type 12 – Wall spotlight with precision spot per specification.
- Provide and install (9) qty. Type 13 – Peak top standard LED bollard per specification.
- Provide and install (14) qty. Type 14 – High performance outdoor 20' pole light per specification.
- Provide and install (39) qty. 24"x5'6" concrete pole bases for Type 9A, 9C, 9D and 14.
- Provide and install (9) qty. concrete base for Type 13 – LED bollards.

Power Devices/Misc.

- Provide and install Lamson & Sessions #E945 Series PVC Expansion Coupling for Each conduit crossing footings of buildings.
- Provide and install temporary power to existing irrigation backflow pump.

- Provide and install power, hook up and 1" C. for controls to (1) qty. Marquee sign.
- Provide and install 1" C. Stub out at northwest corner of generator enclosure.
- Provide and install power to East-2-Enter fire access gate.

EV Charger

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (4) qty. 40A2P 208V for EVSE Chargers.
- Provide and install (4) qty. concrete base for EVSE Chargers.
- Provide, rough in and install (13) qty. 1" C.O. for (13) qty. future EVCS Charger feeders.
- Startup and programming by others.

Low Voltage

- All low voltage wiring, devices and termination provided and installed by others.
- All conduits below is fed from MPR Electrical room nearest pullbox to Site Utility enclosure and stub out approximately 85' from building.
- Data/Tele - Provide and install 3" PVC conduits.
- Fire Alarm - Provide and install 2" PVC conduits.
- Public Address - Provide and install 2" PVC conduits.
- Intrusion Detection - Provide and install 2" PVC conduits.
- Clock - Provide and install 2" PVC conduits.
- EMS - Provide and install 2" PVC conduits.
- Spare - Provide and install (2) x 3" PVC conduits.

Generator

- All low voltage wiring, devices and termination provided and installed by others.
- Provide and install 10kW Gas generator, 100A ATS-01 3P 600V Nema3R, mushroom "EM" push button, remote annunciator panel with 1" conduit, sub-base 25 gallon fuel tank, stage 1 sound attenuated weather protective enclosure, dedicated 20A1P 120V circuit for battery charger, 20A1P 120V circuit for jacket water heater.

Solar Power

- Provide and install 400A250F3P 600V disconnect to PV system at parking structure.

Trenching for Landscape, Parking, and Utility

- Includes excavation, trenching and backfill all trenches with native soil.
- Hauling of excess dirt from trenching operations is included.
    - Light Pole Base Dirt Export up to 40 CY.
    - Site Utility Dirt Export up to 755 CY.
    - Fire Alarm Dirt Export up to 90 CY.
- All work to be performed in dirt – demolition of work area to be performed by others prior to start of trenching operations.
  Price includes private utility locating through Ground Penetrating Radar (GPR).

Smith
MECHANICAL - ELECTRICAL -PLUMBING
LIC. NO. 420418
1340 W. BETTERAVIA RD. SANTA MARIA CA 93455
PHONE (805) 621-5000

Plumbing Scope of Work:

Procure and installation of the new Plumbing equipment and fixtures as identified below.

Plumbing Fixtures/Equipment

- (39) WC-1
- (19) WC-2
- (8) U-1
- (7) U-2
- (16) L-1
- (36) L-2
- (4) SS-1
- (5) DF-1
- (3) S-1
- (34) S-2
- (8) S-3
- (52) TMV-1
- (16) TP-1
- (11) ETP-1
- (7) HB-2
- (12) RHB-1
- (40) FD-1
- (3) FS-1
- (3) FS-2
- (14) RD/OD-1
- (17) RR-1
- (6) WHA-1
- (3) EWH-1
- (4) EWH-2
- (1)EWH-3
- (3) CP-1
- (1) CP-2
- (1) GI-1
- (1) Seismic Gas Valve
- (1) Gas Pressure Regulator

Plumbing Inclusions and Project Approach:

1) Pipe, valves and fittings per drawings listed above.
2) Piping systems included in our proposal:
    - Sanitary waste/vent will be CI No-Hub (Below Grade) & CI No-Hub (Above Grade).
    - Grease Waste/vent will be CI No- Hub (Below Grade) & CI No-Hub (Above Grade).
    - Storm Drain & Overflow drain will be CI No-Hub (Below Grade) & CI No-Hub (Above Grade)
    - Domestic cold/hot water/above grade will be type L copper with soldered joints.
    - Natural Gas will be PE Pipe (Below Grade) SCH 40 BLK iron and fittings (Above Grade)
    - Condensate Drains will Be Type L Copper with solder joints
    - Pipe insulation for domestic hot water and condensate
    - Connection of kitchen fixtures (provided by others)
3) Startup of plumbing equipment is included

3) Excavation/backfill/bedding for our underground piping systems.
4) Plumbing fixtures per plan and schedule.
5) Chlorination of the domestic water systems.
6) Pipe insulation of domestic hot water (per Title-24 requirements).
7) Fire stopping of plumbing penetrations.
8) Roof flashings, pipe identification, valve tags, sleeves.
9) Seismic bracing is included per CBC guidelines.
10) Coordination, supervision, as-built drawings, close-outs documents, O&Ms.
11) Sanitary waste will be 5' out of building
12) Grease waste will be 3' in/out of Grease Interceptor

Mechanical Exclusions and Work Performed by Others:

- **BIM Modelling -See Alternate Add below**
- **Acoustic Lagging per M5.1 #2 -See Alternate Add below**
- **SD-1.9 #5 Hanger rod support 2x filler block needed for hanger strap installation, and for all equipment**
- **Unistrut hanger OPM PP43-13 Fig M4.12 (There is no M4.12)**
- **Return air filters if HVAC system is used to acclimate any space M0.1 Cal Green Notes #3**
- **Duct Cleaning**
- **Smoke Fire dampers – None shown**
- **(1) Kitchen Hood, hangers and installation.**
- **Interconnection between MUA and EF-1 to the ansul system**
- **MPR Exposed ductwork painting, quoted galvanized ductwork**
- **Rigid insulation at roof curbs M5.1 Notes 2,3**
- **M5.1 note #9 roof duct support base**
- **Unistrut Hangers SD-1.9, 4 OPM 0043-13, as there is no sheet M4.12**
- **SD-1-9 # 5 Wood blocking**
- Smith MEP will not perform any cutting and patching of surfaces. We will provide all necessary block-out drawings for all ductwork penetrations of ceilings, walls, roofs, and floors for use by others to provide and install required block-outs. Structural reinforcement for all openings is to be provided by others.
- **All supplemental strut, steel, channel or plate to install plumbing piping hangers and supports, If hangers and supports cannot be attached directly to the metal deck or directly to building structural steel supplemental steel shall be provided by others.**
- This proposal is provided on the basis that project coordination and project activity schedule will be managed by the prime contractor, such that rough-in work will be completed by Smith MEP prior to the installation of interior walls, other than those mutually agreed upon walls that are not constructible after plumbing and ductwork installation. Note that when walls are installed prior to duct, piping, and plumbing installation, the openings must be oversized to accommodate duct flanges. This will necessitate additional wall patching, which is not included in our scope of work.
- Bonds, Permits and Plans Check Fees.
- Parking and/or Shuttling.
- General Contracting Work: Cutting, Plastering, Patching, Painting, Stenciling, Concrete/Asphalt Demo and Patch Back, Structural Supports, Equipment Pads, Saw Cutting, Blocking, Block Outs, Cores.
- Backing, Framing, Carpentry Work (I.e., Framing, Blocking, Blocking, Block Outs, etc.) Whether Shown or Not.
- Fire Protection, Fire Sprinklers, Housekeeping Pads
- Gas, Electrical, Hydronics, **DDC Controls**, Plumbing, Engineering, CAD drawings (2d or 3d).
- Final Cleaning
- Demolition, Hazardous Material Removal
- Commissioning Documents and/or Support.
- Curbs on Metal Roofing, Duct or Equipment Supports on Metal Roofing

- Seismic Calc's
- Concrete Supports
- HERS Testing
- Furnish and Install of Access Panels and/or Architectural Louvers
- Disconnects, Condensate Lines, Pressure Switches
- Trash, Dumpsters and Spoils Removal
- Any Temporary Utilities or Services including but not limited to electrical lighting, water, climate control, chillers, and air handlers.
- Early Activation of Mechanical, Electrical, and/or Plumbing Systems and Extended Warranty.
- Liquidated Damages, Consequential Damages or Costs for Schedule Improvements Not Mutually Agreed upon Prior to Award of Work.
- Miscellaneous Metal, Flashings, Downspouts, Gutters, Door Louvers, Waterproofing, Expansion Flashing and Metal Roofing are Excluded. (Unless specifically indicated otherwise in Bid Proposal.)
- 120 Volt and Above Conduit and Wire, 24 Volt Conduit, Electrical Conduit, Electrical Connections, Disconnects, Motor Starters, Smoke Detectors and or Speed Controllers
- Ceiling Wires for Registers and Grilles T-Bar Ceilings.
- **Fire Caulking and Acoustical Caulking** Unless Specifically indicated otherwise in the bid proposal is excluded.
- All Site Utilities
- Fume Hoods and Kitchen Hoods. (Duct connections to fume hoods and kitchen hoods are included.)
- Startup of Existing Equipment.
- Water Heater and Boiler Flue Pipe. (Unless specifically indicated otherwise in bid proposal.)

Electrical Exclusions and Work Performed by Others:

1) Demolition
2) AQMD Permit for generator
3) Temporary power and/or lighting
4) Sawcut and coring
5) Concrete light pole bases (anchor bolts will be provided by Smith and bases to be poured by others)
6) Concrete equipment and/or housekeeping pads
7) Controls connection to Marquee sign (destination for connection is not shown or called out on the drawings)
8) Cords with male plugs for any food service equipment (all equipment should be provided with a cord and plug for connection to a power receptacle)
9) PV structure to be provided and installed by others (Smith will only provide and install the electrical components of the PV system)
10) Trench plates for trenches open for an extended period
11) Parking and shuttling
12) All backing and supplemental steel
13) Access panels
14) All permits, inspections, and utility fees
15) General contracting work: cutting, patching, roofing, dumpsters, all painting, concrete/asphalt demo and patch back, coring, hazardous material removal, concrete pits/basins and concrete equipment pads
16) Cutting, patching, and painting of finished surfaces
17) Engineering/design/plan check/city assessment/permit fees
18) Landscape and irrigation system
19) Traffic control
20) De-watering, sub-surface systems and waterproofing barriers
21) Premium time and/or shift work
22) Misc. supplemental structural steel for pipe and equipment supports
23) Import and export of excess soil (excess will be stored on site)
24) Any handling, receiving or installation of owner furnished items
25) Restroom accessories, dispensers, and partitions

26) Acoustic caulking
27) Kitchen appliances
28) Any casework openings, penetrations, or modifications
29) Composite cleanup cost
30) Attic stock or extra parts for any plumbing furnished items
31) Special inspections/testing/x-ray or any concrete X-ray/GPR Scanning
32) Liquidated damages, consequential damages or costs for schedule improvements not mutually agreed upon prior to award of work

Qualifications:

- Labor escalation is included through *December 31, 2025*. If the project is extended requiring originally contracted scope to occur beyond this date, Smith MEP will request remuneration for the anticipated union collective bargaining labor rate increase effective after this date.
- All work is figured continuous per the CPM schedule once commenced.
- Bid is based on the referenced drawings/correspondence received prior to bid.
- Any work not specified or illustrated on drawings will be submitted as a change order and based on the MCA labor-estimating manual.
- This proposal or its narrative intent is to be part of any and all contract documents.
- Work areas are figured to be freely accessible and unencumbered.
- Contractor to provide (2) surveyed reference points on each deck of construction.
- Building plumbing will terminate at 5'-0 outside of exterior foundation.

Plumbing Exclusions and Work Performed by Others:

1) **Exclude all down spouts**
2) **All Backing and Supplemental Steel**
3) **Kitchen Equipment and Fixtures, Owner provided and installed, Smith MEP to hook up**
4) **Repair of kitchen equipment and fixtures**
5) **Concrete/asphalt Patching**
6) Parking and shuttling.
7) Tile shower/bath surrounds.
8) All backing and supplemental steel.
9) Access panels.
10) All permits, inspections, and utility fees.
11) BIM Lead Coordination
12) General contracting work: cutting, patching, roofing, dumpsters, all painting, concrete/asphalt demo and patch back, coring, hazardous material removal, concrete pits/basins and concrete equipment pads.
13) Cutting, patching, and painting of finished surfaces.
14) Engineering/design/plan check/city assessment/permit fees.
15) Certification for weights and measures of water sub-meters.
16) Balcony drains and planter drains.
17) Gas piping to residential units.
18) Landscape and irrigation system.
19) HVAC/Mechanical work, general sheet metal work and trough/sheet-metal pans.
20) Temporary plumbing, electrical or ventilation services except as noted above.
21) Site/Civil work, connections to public utilities. Any Plumbing Beyond 5' outside the building.
22) Traffic control.
23) De-watering, sub-surface systems and waterproofing barriers.
24) Premium time and/or shift work.

25) Misc. supplemental structural steel for pipe and equipment supports.
26) Performance and payment bond or bid bond.
27) Import and export of excess soils (excess will be stored on site).
28) Any handling, receiving or installation of owner furnished items.
29) Restroom accessories, dispensers, and partitions.
30) Acoustical caulking.
31) Kitchen appliances.
32) Any casework openings, penetrations, or modifications.
33) Insulation of domestic cold water (other than listed above), condensate, storm drain and sanitary waste.
34) Composite cleanup crew cost.
35) Manlifts and scaffolding.
36) Attic stock or extra parts for any plumbing furnished items
37) Special inspections/testing/x-ray or any concrete X-ray/GPR Scanning.
38) Liquidated damages, consequential damages or costs for schedule improvements not mutually agreed upon prior to award of work.

Clarifications:

- The BIM modelling process pricing, **if accepted** is based on two meetings a week for three months. All subsequent meetings will be a negotiated cost with the General Contractor
- Labor escalation is included through December 31, *2025*. If the project is extended requiring originally contracted scope to occur beyond this date, Smith MEP will request remuneration for the anticipated union collective bargaining labor rate increase effective after this date.
- All work is figured continuously according per the CPM schedule once commenced.
- Any work not specified or illustrated on drawings will be submitted as a change order and based on the MCA labor-estimating manual.
- This proposal or its narrative intent is to be part of all contract documents.
- Work areas are figured to be freely accessible and unencumbered.

- Purchasers agree to provide Smith Mechanical-Electrical-Plumbing with required field utilities (electricity,
- water, toilets, hoisting, elevator service, dumpsters), onsite parking/staging/laydown area.
- Purchaser shall furnish lines, grades, and elevations without charge.
- **Scheduling & Delays:** This offer is based on logical and timely scheduling of Smith MEP and other subcontractors' activities, allowing efficiency of performance, and avoiding interference between trades. Smith MEP shall not be liable for any delay in the performance of work resulting from or attributed to act or circumstances beyond Smith MEP's control, including, but not limited to, acts of God, fire, riots, labor disputes, condition of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers of Smith MEP.
  If Smith MEP delays cause delay and/or disruption to the Contract work, Smith MEP shall be liable for actual costs sustained by Contractor or for which it is liable to Owner. If Smith MEP delays are only one of multiple causes for delay to the Contract Work, Smith MEP shall only be liable for its proportionate share of any resulting damages.
  If Contractor or any party for which Contractor is responsible cause delay to Smith MEP's work, Contractor shall be liable for actual costs sustained by Smith Mechanical-Electrical-Plumbing.
- **Payments:** Retention to be held at same as Owner holds against General Contractor. In the event of retention reduction by the Owner to General, it will be passed on in like kind and at the same time to Smith MEP.
- It is the intent of the parties that receipt by General Contractor from the Owner of funds for WORK performed by SmithMEP is not a condition precedent to each payment to be made to Smith MEP

- **Insurance**: Our bid only includes the following insurance with the limits as listed:

Worker's Compensation	Statutory Limits
Employer's Liability	$1,000,000 each accident
	$1,000,000 disease policy limit
Commercial General Liability	$1,000,000 each occurrence

$2,000,000 aggregate
Comprehensive Automobile Liability $2,000,000 each accident
Any additional policies, coverage, riders, or limit increases will be extra and are not included in our bid amount.

Pricing:

Mechanical Scope: .....**$ 5,530,000**
Electrical Scope: ..... **$ 7,050,000**
Plumbing Scope:..... **$ 2,825,000**
Sub Total.....**$ 15,405,000**

Alternate Adds:

MEP BIM ADD .....**$ 420,000**
MEP Bond ADD.....**$ 70,000**

Duct Acoustic Lagging M5.1 - Note #2 ADD. .....**$ 98,000**
Carrier Equipment in Lieu of York DEDUCT.....**$ (206,000)**

Traffic Rated Vaults in Landscape.....**$ 140,000**
SCE Temp Power.....**$ 254,000**
Electrical Safe-Off .....**$ 19,600**

Excludes BIM
Mechanical and Plumbing Scopes: .....**$ 8,313,000**
Mechanical, Electrical and Plumbing Scopes: .....**$ 15,279,000**

TARIFF & COMMODOTY PRICE FLUCTUATION CLARIFICATIONS:

- As the current US government administration continues its international trade negotiations and announces international trade tariffs, we are realizing rapid price fluctuations in raw materials, commodities and assembled components & equipment. As a result, our pricing can only be valid for only 10 days. If we see significant pricing fluctuations in the coming weeks, we will alert the project team and reserve the right to request remuneration. If monies can be made available to us immediately for pre-purchase or to "lock-in" current prices, we will work with our supplier community to support this effort and minimize price fluctuations.
  .

Our pricing can be protected with the quick approval of our proposal, execution of a mutually agreeable contract and payment schedule. This may require early purchasing, storage and payment of equipment and materials to maintain these costs. If early acquisition is not an option, then we will need to protect our rights to receive an equitable adjustment for the escalation of materials should this occur. Availability of these items may lead to a schedule issue at any time. We will keep you abreast of any changes and we look forward to working with you on this new project.

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.

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.

Smith
MECHANICAL - ELECTRICAL -PLUMBING
LIC. NO. 420418
1340 W. BETTERAVIA RD. SANTA MARIA CA 93455
PHONE (805) 621-5000

If you have any questions, please do not hesitate to give us a call.

Sincerely,

Ted O'Brien | Project Manager | SMITH MECHANICAL - ELECTRICAL - PLUMBING
2535 W. Hillcrest , Suite 210 | Thousand Oaks, California | 91320
www.smithmep.com | 805.956.8940 cell | 805.621.5000 office
805.621.5050 fax | tobrien@smithmep.com email
a subsidiary of ACCO Engineered Systems

Suttles Plumbing & Mechanical Corp.
License #: 268688 • B, C4, C16, C20, C34, C36, C42, C61, D40
WBE#2005127686 SB-PW #35029 DIR #1000013842

Proposal

Proposal #: **250501**
Project location: **1130 North M Street, Oxnard, CA 93030**
Project name: **Fremont Middle School**
Bid due date: **10-30-25** Bid due time: **2:00 pm** Addenda: **1**
Project #: **2023-40187** Estimator: **Jeff Boscarino**

Base Plumbing
Inclusions:

3D BIM & CAD
Chlorination of new domestic water piping.
Cold water piping.
Condensate drain piping.
Excavation, sand bedding & native soil backfill.
Firestopping.
Grease interceptor.
Hot water piping.
Insulation.
Natural gas piping.
Plumbing fixtures & equipment per plumbing schedule.
Roof drain piping.
Site natural gas piping.
Waste & vent piping.

Per plans: P0.1 Thru P6.3 Total of 26 pages. Dated 1-17-2025

Per specifications: Division 22 & plans listed above.

Classroom Bldg 1A:	$860,000.00
Classroom Bldg 1B:	$730,000.00
MPR Bldg 2:	$1,120,000.00
Admin Bldg 3:	$350,000.00
Base Plumbing Cost:	**$3,060,000.00**

Exclusions:

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.
Demonstartion, training & filming exceeding 8 hours.
Dewatering.
Downspouts, gutters & drainage sheetmetal.
Electrical.
Enclosures.
Engineering.
Fencing & gates.
Fire rated access panels.
Fire watch for fire sprinkler shut downs.
Grading & local depressions.
Haul trash or excess excavation material offsite (Approx 487 CY).
Cold water insulation.
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.
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.
Storm Water Pollution Prevention.
Structural steel decking, framing or supports.
Survey.
Temporary facilities & utilities.
Thermal & moisure protection.
Waterproofing.
P-5.2. Missing plan from sheet Index.

2267 Agate Ct., Simi Valley, CA 93065 • Office: 818.718.9779 • Fax: 888.636.4452
Email: bid@suttlesplumbing.com

HVAC

AP CONSTRUCTION GROUP
GENERAL AND MECHANICAL CONTRACTOR LICENSE NO 573122
DIR # 1000003176

INSTALLATION – MAINTENANCE – SERVICE, INDUSTRIAL, COMMERCIAL, INSTITUTIONAL

HVAC PROPOSAL

TO : Viola
ATTN :
FAX NO. :
PROJECT NAME : Fremont MS Re-Construction
PROJECT ADDRESS :

APCG PROPOSES TO FURNISH HVAC MATERIALS AND LABOR FOR THE ABOVE PROJECT, ACCORDING TO THE SPECIFICATIONS AND PLANS FOR THE SUM OF: $4,050,000

Add for Bond: 1.08%

WE ACKNOWLEDGE RECEIPT OF ADDENDA # 1
Scope :

SECTION	DESCRIPTION	INCLUDED	EXCLUDED
23 05 13	Common Motor Requirements for HVAC Equipment	X	
23 05 48	Vibration & Seismic Controls for HVAC Equipment	X	
23 05 53	Identification for HVAC Piping & Equipment	X	
23 05 93	Testing Adusting & Balancing for HVAC	X	
23 07 13	Duct Insulation	X	
23 07 19	HVAC Piping Insulation	X	
23 08 00	Commissioning of HVAC	X	
23 09 00	Building Automation System	X	
23 23 00	Refrigerant Piping	X	
23 31 13	Metal Ducts	X	
23 33 00	Air Duct Accessories	X	
23 34 23	HVAC Power Ventilators	X	
23 37.13	Air Diffusers	X	
23 37 13 .23	Air Registers & Grilles	X	
23 62 00	Packaged Compressor & Condenser Units	X	
23 73 39	Outdoor Indirect Gas-Fired Make-Up Air Units	X	
23 74 16.11	Packaged Small Capacity Rooftop Air Conditioning Units	X	
23 82 19	Fan Coil Units	X	

15537 Cabrito Road, Van Nuys, CA 91406
P: (818) 780-8855 F: (818) 780-2408

EXCLUDED : Kitchen Hood, Plumbing

BID GOOD FOR: 30 DAYS

IF THIS PROPOSAL IS ACCEPTABLE OR SHOULD YOU HAVE ANY QUESTIONS, PLEASE CALL US.

SINCERELY, NICK / AIR PLUS CORP.

ACH
Mechanical Contractors, Inc.
SCL #780560

10/30/205

Re: Fremont MS Reconstruction

Proposal

We are pleased with the opportunity to submit our HVAC proposal for the development of the above-mentioned project in Oxnard, CA. Based off drawings "DSA Application NO: 03-124778" dated "01/17/2025", Addendums 1 and HVAC Specifications. A brief narrative, description of inclusions, exclusions, qualifications, team approach, phasing and references are outlined below.

Services Specifically Included:

- Mechanical Sheets M0.1, M0.2, M0.3, M0.4, M0.5, M0.6, M0.7, M0.8, M0.9, M0.10, M0.11, M0.12, M0.13, M0.14, M0.15, M0.16, M0.17, M0.18, M2.01, M2.02, M2.03, M2.10, M2.11, M2.12, M2.20, M2.20A, M2.20B, M2.20C, M2.21, M2.21A, M2.21B, M2.21C, M2.22, M2.22A, M2.22B, M5.1, M5.2, M5.3, M5.4, M6.1, M6.2, M6.3
- Mobilization/preparations for mechanical rough-in
- (48) York RTU Per Plans – Furnished and Installed
- (9) Mitsubishi Split System Per Plans – Furnished and Installed
- (1) Greenheck MAU Per Plans – Furnished and Installed
- (91) ST Per Plans – Furnished and Installed
- (12) EF Per Plans – Furnished and Installed
- Alerton Controls Per Plan and Spec – Low Voltage Plenum Rated Wire and EMT Conduit
- Remote Cable Dampers Per Sheet M5.2 Note 4
- Stainless Steel Grease Duct – **Ansul, Fire Suppression, Hoods By Others**
- **Duct Lagging Per Plan Sheets and Detail**
- Insulation
- Independent Test and Balance
- Air distribution – supply diffusers, return and exhaust registers, liner bar diffusers per mechanical drawings
- Galvanized supply, return and exhaust ductwork built per Latest SMCNA Construction Standards
- Crane
- Daily cleanup
- Supervision of subcontractors
- Commissioning assist
- Check, test and start-up
- Submittals, shop drawings, operation & maintenance manuals, as-built drawings
- All labor, material, equipment and taxes for a complete and operable HVAC system

Total Fee: **$3,892,000.00**

Please Deduct for Carrier Rooftop Units and Fan Coils in Lieu of York: **($180,000.00)**
Carrier Units are a VE Option – May Not Meet Weights, Performance, or Specifications

Exclusions:

Liquidated Damages for Contractor Extended Overheard, Tarriff Price Increases, mold insurance, pollution

1740 Howard Place • Redlands, CA 92373 • Phone 909-307-2850 Fax 909-307-2853

SMACNA

insurance, professional liability, all pre-readings and duct pressure test; coring, X-raying; replacement of sheaves, belts and impellers; roof cutting & patching; hanger wire for all air distribution; warranties or repairs on existing equipment; remove ceiling and replacement as required for access; fire proofing; fire sprinkler lines; electrical - all line voltage, all conduit, starters, all disconnects, all relays; all plumbing – gas & condensate drains lines; wall & ceiling access panels; cutting & patching; framing; fire alarm, tie-ins; painting; concrete pads, wood equipment platforms, platform sheet metal covers; concrete breaking, concrete pads, structural calculations, sleepers, nailers, reports; structural steel – new and modifications; holidays; permits, bonds and fees, all demolition, painting, condenser coil coating, trenching/excavation/backfill, all permits, off hours, BIM, all gypboard, all existing, all demolition, all concrete; cutting; excavation; patch back, duct cleaning.

Clarification:

- ACHMCI signatory to Local 105
- Contractors State License #780560
- DIR #1000003396
- ACH Mechanical Contractors is certified as Minority Business Enterprise Certificate # SC07606 by the National Minority Supplier Development Council (NMSDC) and also approved with KNFS as a Diversity Contractor.
- Please add if Bond is required - Bond Amount 1%
- Specs

We appreciate the opportunity to quote you and look forward to working with you on this upcoming project. Should you have any questions please feel free to call me.

Respectfully,

Dino Gonzalez
Chief Estimator
Mobile: (909)320-1888
ggonzalez@achmechanical.com

Smith
MECHANICAL - ELECTRICAL -PLUMBING
LIC. NO. 420418
1340 W. BETTERAVIA RD. SANTA MARIA CA 93455
PHONE (805) 621-5000

October 30,2025

Robert Viola
Viola Inc Constructors
5811 Olivas Park Drive, Suite 204
Ventura, CA 93003

Re**: Fremont MS - pricing based on 100% DD Drawings**
Mechanical, Electrical and Plumbing

Our proposal and scope are based on the following documents:

- **Plan Set dated**: 1/17/2025
- **Specification dated:** 1/17/2025
- **Addendums:** #1 dated 10/22/2025
- **Exhibits:** A, B,C, D, E & F

- This proposal shall include the work reasonably interpreted as necessary to procure and construct the Mechanical, Electrical and Plumbing work as detailed by the documents referenced herein, subject to the following specific clarifications.

Mechanical Scope of Work:

Procure and installation of the new HVAC equipment as identified below:

- (48) York rooftop packaged units with Isolation curb **(Per Plan)**
- (1) Greenheck MUA unit and Isolation curb **(Per Plan)**
- (9) Mitsubishi Split systems, Fan coils ductless, cassette and horizontal discharge, and condensing units **(Per Plan)**
- (12) Greenheck exhaust Fans **(Per Plan)**
- (90) Vibro Acoustic Sound attenuators (**Per Specification)**
- (445) Price Air Distribution
- Smith MEP will furnish and install ductwork distribution per SMACNA standards.
- Exterior Insulation of concealed ductwork
- Roof square ductwork is internally lined
- Grease Duct is 16 g galvanized with fire master wrap
- **Alerton Controls as specified by Signet Controls system included (Per Specifications)**
- Final test and balance for new systems AABC 'S certified**, including Title 24**
- **Refrigeration pipe is soft copper, ACR where exposed to view**
- Start-up of mechanical equipment.
- Crane /Helicopter to set mechanical equipment

Smith
MECHANICAL - ELECTRICAL -PLUMBING
LIC. NO. 420418
1340 W. BETTERAVIA RD. SANTA MARIA CA 93455
PHONE (805) 621-5000

Electrical proposals and scope are based on the following documents:

Procure and installation of new electrical per electrical drawings.

- All wiring is figured in conduit as per general notes and specifications.
- Rough-in and install infrastructure are considered for data, TV and fire alarm systems.
- Safe off lighting, power, Mechanical, Data, Fire Alarm and demo by others include removal of fixtures, equipment, wiring, conduits, boxes, supports and straps as necessary.

Edison "B" Drawings: ADD ALT

- Provide and install (1) qty. 5" PVC UG existing Pullbox #3 to NEW Pullbox #4 and continuing path to Transformer Pad #5 approx. 970'.
- Provide and install (1) qty. Split Pull box 3'x5'x4' and (1) qty. 94"x72" pad.
- Includes trenching, backfilling and slurry.
- Cables, termination, de-energization and energizing by other.

Onsite Electrical Utility

- Provide and install (1) qty. 5" UG primary conduit encased in concrete from closes pullbox to SCE Switch slab box approx. 85'.
- Provide and install (3) qty. 3" Conduit stub out from SCE switch slab box approx. 85'.
- Provide and install (8) qty. 94"x72" slab box for site work.
- Provide and install (16) qty. 36"x60"x48" pull box for site work.
- Provide and install (5) qty. 36"x60"x48" pull box for EV Chargers.
- Provide and install (3) qty. 10"x17"x12" Concrete pullbox with Traffic Rated cover for site work.
- Provide and install (26) qty. 10"x17"x12" Concrete pullbox with Standard Rated cover for site work.
    - ADD Alt for Traffic Rated Cover for boxes located in planter
- Provide and install (1) qty. 10'x12'x6" Pad w/5'x8'-6"x60" Enclosure Edison UGS 535.1.
- Provide and install (1) qty. 5'x10'-6"x7" Vault Edison PMH.
- Hauling of excess dirt from trenching operations is included.
- All work to be performed in dirt – demolition of work area to be performed by others prior to start of trenching operations.
- Price includes private utility locating through Ground Penetrating Radar (GPR).

Distribution

- Provide and install (1) qty. 3000A SWBD "MSB" 480/277V 3P4W Nema3R 3-Section includes grounding assembly.
- Provide and install (1) qty. 1200A DB "DSHC" 480/277V 3P4W Nema3R includes grounding assembly.
- Provide and install (1) qty. 600A DB "DSHF" 480/277V 3P4W Nema3R.
- Provide and install (1) qty. 800A DB "DSLC" 208/120V 3P4W Nema3R.
- Provide and install (1) qty. 600A DB "DSLEV" 208/120V 3P4W Nema3R.
- Provide and install (1) qty. 600A DB "DSLG" 208/120V 3P4W Nema3R.
- Provide and install (7) qty. for Panel CL1, CL2, CL3, CL4, CL5, CL6 & CL7.
- Provide and install (2) qty. 100A for Panel CH1 & CH2.
- Provide and install (3) qty. 225A for Panel CH3, CH4 & CH5.
- Provide and install (2) qty. 100A for Panel GL1 & GL2.
- Provide and install (2) qty. 150A for Panel GL3 & GL4.
- Provide and install (3) qty. 225A for Panel AH1, AH2 & GH1.

- Provide and install (1) qty. 300A Panel GH2.
- Provide and install (1) qty. 225A Panel AL1.
- Provide and install (1) qty. 150A Panel AL2.
- Provide and install (1) qty. 100A Panel AL3.
- Provide and install (2) qty. 5kVA Single phase mini power zone for Panel PZ1 & PZ2.
- Provide and install (2) qty. 250kVA Transformers for TC & TF.
- Provide and install (1) qty. 150kVA Transformer for TG.
- Provide and install (1) qty. 45kVA Transformer for TA.
- Provide and install (1) qty. Panel CINV 60A 1P2W 277V.
- Provide and install (1) qty. 3kW Inverter AINV 1P2W 277V.
- Provide and install (1) qty. 5kW Inverter GINV 1P2W 277V.

Admin. Building
Lighting and Controls

- Provide and install (132) qty. Type 2 – 2'x2' Recessed per specification.
- Provide and install (17) qty. Type 2EM – Same as Type 2 with EM per specification.
- Provide and install (2) qty. Type 5EM – 1'x4' Flat panel surface mounted per specification.
- Provide and install (11) qty. Type 9B – Wall Sconce per specification.
- Provide and install (10) qty. Type 10 – 1.5'x4' Surface mounted per specification.
- Provide and install (9) qt. Type X1 – Surface mounted single phase exit sign per specification.
- Provide and install (1) qty. Type $ Single pole switch.
- Provide and install (26) qty. Type 2WAY-OS, manufacture TBD.
- Provide and install (5) qty. Type AC-DDL, manufacture TBD.
- Provide and install (19) qty. Type LVMS, manufacture TBD.
- Provide and install (7) qty. Type WMSB-OS, manufacturer TBD.
- Provide and install (1) qty. AINV inverter 3kW 1P2W 277V.
- Provide and install (1) qty. GINV inverter 5kW 1P2W 277V,
- Provide and install (1) qty. Panel CINV 60A 1P2W 277V Nema3R M.L.O.
- Provide and install (1) qty. Astronomical time clock and photocell.

Power Devices

- Provide, rough in and install (65) qty. Duplex receptacles.
- Provide, rough in and install (1) qty. Duplex receptacle above counter.
- Provide, rough in and install (56) qty. Duplex GFCI receptacles.
- Provide, rough in and install (6) qty. Duplex GFCI receptacles above counter.
- Provide, rough in and install (1) qty. Duplex GFCI controlled receptacle above counter.
- Provide, rough in and install (7) qty. Duplex GFCI W.P. receptacles.
- Provide, rough in and install (1) qty. Double Duplex controlled receptacle.
- Provide, rough in and install (2) qty. Double Duplex floor box receptacles.
- Provide, rough in and install (1) qty. 30A3P 250V receptacle for UPS.
- Provide, rough in and install (1) qty. 1WAY- OS.
- Provide, rough in and install (1) qty. 20A1P 120V motor rated switch for disposal.
- Provide, rough in and install (4) qty. J-Box and 20A1P 120V connection for Hand Dryers.
- Provide, rough in and install (1) qty. J-box and 20A1P 120V connection for Intercom/PA/Clock.

Mechanical/Plumbing

- Provide, rough in and install (3) qty. 15A1P Motor rated switch and hookup for EF-3.1, EF-3.2 & EF-3.3.
- Provide, rough in and install (1) qty. 15A1P Motor rated switch and hook up for FC-4.2
- Provide, rough in and install (2) qty. 15A1P Motor rated switch and hook up for outdoor unit (Note: 2.069).
- Provide, rough in and install (1) qty. 15A2P Motor rated switch and hook up for SFC-4.1.
- Provide, rough in and install (1) qty. 30A30F2P 250V Nem3R Disconnect and hook up for CU-4.1 & CU-4.2.
- Provide, rough in and install (14) qty. 30A15F3P 600V Nem3R Disconnect and hook up for Power exhausts.
- Provide, rough in and install (1) qty. 30A20F3P 600V Nema1 Disconnect and hookup for EWH-1.
- Provide, rough in and install (4) qty. 30A20F3P 600V Nem3R Disconnect and hook up for RTU-4.1, RTU-4.2, RTU-4.4 & RTU-4.5.
- Provide, rough in and install (5) qty. Duplex GFCI W.P. surface receptacles.
- Provide, rough in and install (14) qty. ¾" C.O. (spare) to respective control devices for control wiring (Note: 2.017).
- Provide, rough in and install (3) qty. ¾" C.O. (spare) to respective control devices for control wiring.

Fire Alarm

- All low voltage wiring, devices and termination provided and installed by others.
- Provide and install 20A1P 120V power to BMS and mount BMS furnish by other (Note: 2.070).
- Provide and install 20A1P 120V power to AMP-3 and mount AMP-3 furnish by other (Note: 2.070).
- Provide and install 20A1P 120V power to FAAP and mount FAAP furnish by other.
- Provide and install 20A1P 120V power to FACP and mount FACP furnish by other (Note: 2.070).
- Provide and install 20A1P 120V power to FAS and mount FAS furnish by other.
- Provide and install 20A1P 120V power to FATC-3 and mount FATC-3 furnish by other.
- Provide and install 20A1P 120V power to VECP and mount VECP furnish by other.
- Provide, rough in and install conduits and backboxes (1) qty. Type B.WP.
- Provide, rough in and install conduits and backboxes (1) qty. Type CR.
- Provide, rough in and install conduits and backboxes (2) qty. Type M.
- Provide, rough in and install conduits and backboxes (1) qty. Type MS.
- Provide, rough in and install conduits and backboxes (5) qty. Type S.WP.
- Provide, rough in and install conduits and backboxes (40) qty. Type SD.
- Provide, rough in and install conduits and backboxes (31) qty. Type SF.cd Ceiling.
- Provide, rough in and install conduits and backboxes (1) qty. Type TS.
- Provide, rough in and install conduits and backboxes (1) qty. Type WF.
- Provide, rough in and install (3) qty. 42"x72"xTBD concrete pullbox. Shown on EFA1.01.

Access Control

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install conduits and boxes for (3) qty. single doors.

Audio/Video

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (1) qty. A/V stub up to accessible ceiling only.

Data/Tele/TV

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (24) qty. A/V stub up to accessible ceiling only.
- Provide, rough in and install (1) qty. TV stub up to accessible ceiling only.
- Provide, rough in and install (5) qty. WAP by other.

Intercom/Clock

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (20) qty. clock stub up to accessible ceiling only.

Security

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (4) qty. MD-Motion Detectors ceiling backboxes only.
- Provide, rough in and install (3) qty. SC-Security Cameras wall/ceiling backboxes only.

Elevator

- Provide and install (1) qty. Single pole surface W.P. switch.
- Provide and install (2) qty. 4' Surface mounted for wet location.
- Provide and install (2) qty. ¾" C.O. to main telephone board.
- Provide and install (2) qty. J-Box for call box.
- Provide and install (3) qty. Duplex GFCI W.P. surface receptacle.
- Provide and install (1) 30A20F2P 600V lockable disconnect for cab lighting and receptacles.
- Provide and install (1) qty. 60A60F3P 600V disconnect and hookup for Elevator pump.
- Provide and install ½" C.O. from disconnect switch auxiliary contacts to elevator controller.
- Provide, rough in and install conduits and backboxes (1) qty. Type S.
- Provide, rough in and install conduits and backboxes (6) qty. Type CR.
- Provide, rough in and install conduits and backboxes (4) qty. Type M.
- Provide, rough in and install conduits and backboxes (2) qty. Type PH.
- Provide, rough in and install conduits and backboxes (1) qty. Type R.
- Provide, rough in and install conduits and backboxes (2) qty. Type SD.
- Provide, rough in and install conduits and backboxes (2) qty. Type HD.

MPR/Food Service Building
Lighting and Controls

- Provide and install (24) qty. Type 1 – High performance pendant per specification.
- Provide and install (2) qty. Type 3 – 2'x4' recessed troffer per specification.
- Provide and install (73) qty. Type 4 – 1'x4' surface mounted per specification.
- Provide and install (23) qty. Type 4EM – Same as Type 4 with EM per specification.
- Provide and install (20) qty. Type 5 – 1'x4' Flat panel surface mounted per specification.
- Provide and install (10) qty. Type 5EM – Same as Type 5 with EM per specification.
- Provide and install (1) qty. Type 6 – 6" LED downlight, wide beam reflector per specification.
- Provide and install (13) qty. Type 9B – Wall sconce per specification.
- Provide and install (8) qty. Type 10 – 1.5'x4' surface mounted per specification.
- Provide and install (12) qty. Type X1 – Surface mounted single phase exit sign per specification.

- Provide and install (2) qty. Type $ - Single pole switch.
- Provide and install (45) qty. Type 2WAY-OS, manufacture TBD.
- Provide and install (1) qty. Type AC-DDL, manufacture TBD.
- Provide and install (20) qty. Type LVMS, manufacturer TBD.
- Provide and install (8) qty. Type WMSB-OS, manufacture TBD.

Power Devices

- Provide, rough in and install (2) qty. 4Gang Floor Box.
- Provide, rough in and install (18) qty. Duplex receptacles.
- Provide, rough in and install (6) qty. Duplex receptacles above counter.
- Provide, rough in and install (15) qty. Duplex GFCI receptacles.
- Provide, rough in and install (6) qty. Duplex GFCI W.P. receptacles.
- Provide, rough in and install (16) qty. Double duplex receptacles.
- Provide, rough in and install (1) qty. Double duplex surface receptacle.
- Provide, rough in and install (4) qty. J-Box with 20A1P 120V power and hookup for Hand dryers.
- Provide, rough in and install (1) qty. Key switch for (2) backboards.
- Provide, rough in and install (4) qty. 20A1P Motor switch surface for backs top motor.
- Provide, rough in and install (2) qty. 30A30F3P 250V Nema1 Disconnect and hookup for Bleacher Motor.
- Provide, rough in and install 3.4” C. from CRS-1 and CRS-2 to CER-1 with wire as indicated on Theatric lighting plan.
- Provide, rough in and install ¾” C. from stage managers panel (SMP) to adjacent control receptacle station (CRS) with wire as indicated on Theatric lighting plan.

Mech./Plumbing

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (1) qty. 15A1P Motor rated switch and hookup for EF-2.6
- Provide, rough in and install (2) qty. 20A1P Motor rated switch and hookup for CP-1 and CP-2.
- Provide, rough in and install (1) qty. 30A20F3P 600V Nema1 disconnect and hookup for EWH-1.
- Provide, rough in and install (3) qty. 40A1P 600V Nema1 Disconnect and hook up for EWH-2.
- Provide, rough in and install (1) qty. 60A40F3P 600V Nema1 disconnect and hookup for EWH-3.
- Provide, rough in and install (4) qty. 15A1P Motor rated switch and hookup for EF-2.1, EF-2.2, EF-2.3 & EF-2.4.
- Provide, rough in and install (1) qty. 15A3P Motor rated switch and hookup for EF-2.5.
- Provide, rough in and install (1) qty. 30A20F3P 250V Nema3R Disconnect and hookup for MAU-1.
- Provide, rough in and install (3) qty. 30A30F2P 250V Nem3R Disconnect and hook up for CU-3.1, CU-3.2 & CU-3.3.
- Provide, rough in and install (7) qty. 30A20F3P 600V Nem3R Disconnect and hook up for Power exhausts.
- Provide, rough in and install (22) qty. ¾” C.O. (spare) to respective control devices for control wiring (Note: 2.017).
- Provide, rough in and install (8) qty. Duplex GFCI W.P. surface receptacles.

Fire Alarm

- All low voltage wiring, devices and termination provided and installed by others.
- Provide and install 20A1P 120V power to FAPS-2 and mount FAPS-2 furnish by other.
- Provide and install 20A1P 120V power to AMP-2 and mount AMP-3 furnish by other.
- Provide, rough in and install conduits and backboxes (1) qty. Type B.WP.

- Provide, rough in and install conduits and backboxes (38) qty. Type CO.
- Provide, rough in and install conduits and backboxes (7) qty. Type CR.
- Provide, rough in and install conduits and backboxes (6) qty. Type F.cd Ceiling.
- Provide, rough in and install conduits and backboxes (26) qty. Type HD.
- Provide, rough in and install conduits and backboxes (3) qty. Type M.
- Provide, rough in and install conduits and backboxes (9) qty. Type S.WP.
- Provide, rough in and install conduits and backboxes (13) qty. Type SD.
- Provide, rough in and install conduits and backboxes (26) qty. Type SF.cd Ceiling.
- Provide, rough in and install conduits and backboxes (1) qty. Type TS.
- Provide, rough in and install conduits and backboxes (1) qty. Type WF.

Access Control

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install conduits and boxes for (1) qty. Double Door.

Audio/Video

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (5) qty. A/V stub up to accessible ceiling only.
- Provide, rough in and install (1) qty. PR stub up to accessible ceiling only.
- Provide, rough in and install (3) qty. S stub up to accessible ceiling only.
- Provide, rough in and install (1) qty. TP stub up to accessible ceiling only.

Data/Tele/TV

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (3) qty. Tele/Data stub up to accessible ceiling only.
- Provide, rough in and install (1) qty. ALS stub up to accessible ceiling only.
- Provide, rough in and install (2) qty. ANT stub up to accessible ceiling only.
- Provide, rough in and install (1) qty. TV stub up to accessible ceiling only.
- Provide, rough in and install (8) qty. WAP by other.

Intercom/Clock

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (5) qty. clocks stub up to accessible ceiling only.

Security

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (11) qty. MD-Motion Detectors ceiling backboxes only.
- Provide, rough in and install (6) qty. SC-Security Cameras wall/ceiling backboxes only.

Kitchen

Power Devices

- Provide, rough in and install (12) qty. 1Gang Duplex receptacle floor box.
- Provide, rough in and install (23) qty. Duplex receptacles S.S. covers.
- Provide, rough in and install (1) qty. Duplex receptacles ceiling S.S. covers.
- Provide, rough in and install (1) qty. Duplex GFCI receptacles S.S. covers.
- Provide, rough in and install (1) qty. J-Box with 20A1P 120V power and hookup for Air Curtain.

- Provide, rough in and install (1) qty. J-Box with 20A1P 120V power and hookup for Hand dryers.
- Provide, rough in and install (1) qty. J-box with 20A1P 120V power and hookup for Hood.
- Provide, rough in and install (1) qty. J-box with 50A3P 240V power and hookup for Vegetable Washing System.

Mech./Plumbing

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (2) qty. 20A2P 208V power and hookup for cooler and freezer evaporator coils.
- Provide, rough in and install (1) qty. 60A50F3P 250V Nema1 disconnect and hookup for Remote Refrigeration Rack.
- Provide, rough in and install (1) qty. 60A40F1P 600V Nema1 disconnect and hook up for EWH-2.
- Provide, rough in and install (1) qty. 15A2P Motor rated switch and hookup for FC-3.1.
- Provide, rough in and install (2) qty. Type $ - Single Pole Surface Switch.
- Provide, rough in and install (2) qty. Type $ - Single Pole Surface W.P. Switch for Walk in Freezer and Cooler.

Low Voltage

- All low voltage wiring, devices and termination provided and installed by others.

Fire Alarm

- Provide and install conduits and boxes for (1) qty. Type F.P.
- Provide and install conduits and boxes for (1) qty. Type F.S.

Access Control

- Provide and install conduits and boxes for (1) qty. Single door.

100 Building (Classroom)

Lighting and Controls

- Provide and install (147) qty. Type 3 – 2'x4' recessed troffer per specification.
- Provide and install (28) qty. Type 3EM – Same as Type "3" with EM per specification.
- Provide and install (49) qty. Type 4 – 1'x4' surface mounted per specification.
- Provide and install (8) qty. Type 4EM – Same as Type 4 with EM per specification.
- Provide and install (63) qty. Type 6 – 6" LED downlight, wide beam reflector per specification.
- Provide and install (32) qty. Type 6EM – Same as Type "6" with EM per specification.
- Provide and install (34) qty. Type 9 – Wall sconce per specification.
- Provide and install (18) qty. Type 10EM – 1.5'x4' Surface mounted with EM per specification.
- Provide and install (32) qty. Type 13 – Peak top standard per specification.
- Provide and install (4) qty. Type 13EM – Same as Type "13EM" with EM per specification.
- Provide and install (292) qty. Type 20 – 2'x4' TBD and confirmed.
- Provide and install (13) qty. Type X1 – Surface mounted single phase exit sign per specification.
- Provide and install (6) qty. Type X2 – Surface mounted double phase exit sign per specification.
- Provide and install (3) qty. Type $ - Single Pole Switch
- Provide and install (67) qty. Type 2WAY-OS
- Provide and install (2) qty. Type AC-DDL
- Provide and install (40) qty. Type LVMS
- Provide and install (13) qty. Type WMSB-OS

Power Devices

- Provide, rough in and install (200) qty. Duplex receptacles.

- Provide, rough in and install (1) qty. Duplex surface receptacle.
- Provide, rough in and install (20) qty. Duplex GFCI receptacles.
- Provide, rough in and install (25) qty. Duplex GFCI receptacles above counter.
- Provide, rough in and install (4) qty. Duplex GFCI W.P. surface receptacles.
- Provide, rough in and install (36) qty. Double duplex receptacles.
- Provide, rough in and install (3) qty. Double duplex GFCI receptacles.
- Provide, rough in and install (1) qty. 30A3P 250V surface receptacle for UPS.
- Provide, rough in and install (82) qty. 3Gang box for Power/Data/TV.
- Provide, rough in and install (65) qty. J-Box ceiling with 120V (Homeruns).
- Provide, rough in and install (20) qty. J-Box with 20A1P 120V power and hookup for Hand dryers.

Mech./Plumbing

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (1) qty. 15A1P Motor rated switch and hookup for EF1.3.
- Provide, rough in and install (3) qty. 15A2P Motor rated switch and hook up for FC-1.1, FC-1.2 & FC-1.3.
- Provide, rough in and install (2) qty. 20A1P Motor rated switch and hookup for CP-1.
- Provide, rough in and install (2) qty. 20A2P Motor rated switch and hookup for EF-1.1 & EF-1.2.
- Provide, rough in and install (1) qty. 20A2P Motor rated switch and hook up for SFC 2.1.
- Provide, rough in and install (4) qty. 30A30F2P 250V Nema3R Disconnect and hookup for CU-1.1, CU-1.2, CU-1.3 & CU2.1.
- Provide, rough in and install (36) qty. 30A20F3P 600V Nema3R disconnects and hook up for RTU-1.1 thru RTU-2.9.
- Provide, rough in and install (16) qty. 30A20F3P 600V Nem3R Disconnect and hook up for Power exhausts.
- Provide, rough in and install (2) qty. 60A40F1P 600V Nema1 Disconnect and hook up for EWH-1.
- Provide, rough in and install (79) qty. ¾" C.O. (spare) to respective control devices for control wiring (Note: 2.017).
- Provide, rough in and install (17) qty. Duplex GFCI W.P. surface receptacles.

Access Control

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install conduits and boxes for (3) qty. Single Door.
- Provide, rough in and install conduits and boxes for (1) qty. Double Door.

Audio/Video

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (39) qty. A/V stub up to accessible ceiling only.

Data/Tele/TV

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (57) qty. Tele/Data stub up to accessible ceiling only.
- Provide, rough in and install (1) qty Data stub up to accessible ceiling only.
- Provide, rough in and install (97) qty. TV stub up to accessible ceiling only.
- Provide, rough in and install (1) qty. BS stub up to accessible ceiling only.
- Provide, rough in and install (1) qty. CS stub up to accessible ceiling only.
- Provide, rough in and install (40) qty. WAP by other.
- Provide, rough in and install (44) qty. 2" Sleeves thru wall.

- Provide, rough in and install (100) qty. 4" Sleeves thru wall.

Intercom/Clock

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (31) qty. clock stub up to accessible ceiling only.

Security

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (43) qty. MD-Motion Detectors ceiling backboxes only.
- Provide, rough in and install (8) qty. SC-Security Cameras wall/ceiling backboxes only.

Fire Alarm

- All low voltage wiring, devices and termination provided and installed by others.
- Provide and install 20A1P 120V power and mount AMP-1 and AMP-1.2, furnished by other.
- Provide and install 20A1P 120V power and mount FAPS-1 and FAPSA-1.2, furnished by other.
- Provide and install 20A1P 120V power and mount FATC-1.1 and FATC-1.2, furnished by other.
- Provide, rough in and install conduits and backboxes (1) qty. Type B.WP.
- Provide, rough in and install conduits and backboxes (8) qty. Type CR.
- Provide, rough in and install conduits and backboxes (6) qty. Type F.cd Ceiling.
- Provide, rough in and install conduits and backboxes (61) qty. Type HD.
- Provide, rough in and install conduits and backboxes (6) qty. Type HD.B.WP.
- Provide, rough in and install conduits and backboxes (5) qty. Type M.
- Provide, rough in and install conduits and backboxes (1) qty. Type R.
- Provide, rough in and install conduits and backboxes (11) qty. Type S.WP.
- Provide, rough in and install conduits and backboxes (136) qty. Type SD.
- Provide, rough in and install conduits and backboxes (67) qty. Type SF.cd Ceiling.
- Provide, rough in and install conduits and backboxes (2) qty. Type TS.
- Provide, rough in and install conduits and backboxes (2) qty. Type WF.

Site/Landscape

Lighting and Controls

- Provide and install (7) qty. Type 9 – Wall sconce per specification.
- Provide and install (10) qty. Type 9A – High performance outdoor 20' pole light per specification.
- Provide and install (14) qty. Type 9C – High performance outdoor pole light per specification (height TBD).
- Provide and install (1) qty. Type 9D – High performance outdoor 20' pole light per specification.
- Provide and install (7) qty. Type 10 – 1.5'x4' Surface mounted per specification.
- Provide and install (7) qty. Type 12 – Wall spotlight with precision spot per specification.
- Provide and install (9) qty. Type 13 – Peak top standard LED bollard per specification.
- Provide and install (14) qty. Type 14 – High performance outdoor 20' pole light per specification.
- Provide and install (39) qty. 24"x5'6" concrete pole bases for Type 9A, 9C, 9D and 14.
- Provide and install (9) qty. concrete base for Type 13 – LED bollards.

Power Devices/Misc.

- Provide and install Lamson & Sessions #E945 Series PVC Expansion Coupling for Each conduit crossing footings of buildings.
- Provide and install temporary power to existing irrigation backflow pump.

- Provide and install power, hook up and 1" C. for controls to (1) qty. Marquee sign.
- Provide and install 1" C. Stub out at northwest corner of generator enclosure.
- Provide and install power to East-2-Enter fire access gate.

EV Charger

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (4) qty. 40A2P 208V for EVSE Chargers.
- Provide and install (4) qty. concrete base for EVSE Chargers.
- Provide, rough in and install (13) qty. 1" C.O. for (13) qty. future EVCS Charger feeders.
- Startup and programming by others.

Low Voltage

- All low voltage wiring, devices and termination provided and installed by others.
- All conduits below is fed from MPR Electrical room nearest pullbox to Site Utility enclosure and stub out approximately 85' from building.
- Data/Tele - Provide and install 3" PVC conduits.
- Fire Alarm - Provide and install 2" PVC conduits.
- Public Address - Provide and install 2" PVC conduits.
- Intrusion Detection - Provide and install 2" PVC conduits.
- Clock - Provide and install 2" PVC conduits.
- EMS - Provide and install 2" PVC conduits.
- Spare - Provide and install (2) x 3" PVC conduits.

Generator

- All low voltage wiring, devices and termination provided and installed by others.
- Provide and install 10kW Gas generator, 100A ATS-01 3P 600V Nema3R, mushroom "EM" push button, remote annunciator panel with 1" conduit, sub-base 25 gallon fuel tank, stage 1 sound attenuated weather protective enclosure, dedicated 20A1P 120V circuit for battery charger, 20A1P 120V circuit for jacket water heater.

Solar Power

- Provide and install 400A250F3P 600V disconnect to PV system at parking structure.

Trenching for Landscape, Parking, and Utility

- Includes excavation, trenching and backfill all trenches with native soil.
- Hauling of excess dirt from trenching operations is included.
    - Light Pole Base Dirt Export up to 40 CY.
    - Site Utility Dirt Export up to 755 CY.
    - Fire Alarm Dirt Export up to 90 CY.
- All work to be performed in dirt – demolition of work area to be performed by others prior to start of trenching operations.
  Price includes private utility locating through Ground Penetrating Radar (GPR).

Smith
MECHANICAL - ELECTRICAL -PLUMBING
LIC. NO. 420418
1340 W. BETTERAVIA RD. SANTA MARIA CA 93455
PHONE (805) 621-5000

Plumbing Scope of Work:

Procure and installation of the new Plumbing equipment and fixtures as identified below.

Plumbing Fixtures/Equipment

- (39) WC-1
- (19) WC-2
- (8) U-1
- (7) U-2
- (16) L-1
- (36) L-2
- (4) SS-1
- (5) DF-1
- (3) S-1
- (34) S-2
- (8) S-3
- (52) TMV-1
- (16) TP-1
- (11) ETP-1
- (7) HB-2
- (12) RHB-1
- (40) FD-1
- (3) FS-1
- (3) FS-2
- (14) RD/OD-1
- (17) RR-1
- (6) WHA-1
- (3) EWH-1
- (4) EWH-2
- (1)EWH-3
- (3) CP-1
- (1) CP-2
- (1) GI-1
- (1) Seismic Gas Valve
- (1) Gas Pressure Regulator

Plumbing Inclusions and Project Approach:

1) Pipe, valves and fittings per drawings listed above.
2) Piping systems included in our proposal:
    - Sanitary waste/vent will be CI No-Hub (Below Grade) & CI No-Hub (Above Grade).
    - Grease Waste/vent will be CI No- Hub (Below Grade) & CI No-Hub (Above Grade).
    - Storm Drain & Overflow drain will be CI No-Hub (Below Grade) & CI No-Hub (Above Grade)
    - Domestic cold/hot water/above grade will be type L copper with soldered joints.
    - Natural Gas will be PE Pipe (Below Grade) SCH 40 BLK iron and fittings (Above Grade)
    - Condensate Drains will Be Type L Copper with solder joints
    - Pipe insulation for domestic hot water and condensate
    - Connection of kitchen fixtures (provided by others)
3) Startup of plumbing equipment is included

3) Excavation/backfill/bedding for our underground piping systems.
4) Plumbing fixtures per plan and schedule.
5) Chlorination of the domestic water systems.
6) Pipe insulation of domestic hot water (per Title-24 requirements).
7) Fire stopping of plumbing penetrations.
8) Roof flashings, pipe identification, valve tags, sleeves.
9) Seismic bracing is included per CBC guidelines.
10) Coordination, supervision, as-built drawings, close-outs documents, O&Ms.
11) Sanitary waste will be 5' out of building
12) Grease waste will be 3' in/out of Grease Interceptor

Mechanical Exclusions and Work Performed by Others:

- **BIM Modelling -See Alternate Add below**
- **Acoustic Lagging per M5.1 #2 -See Alternate Add below**
- **SD-1.9 #5 Hanger rod support 2x filler block needed for hanger strap installation, and for all equipment**
- **Unistrut hanger OPM PP43-13 Fig M4.12 (There is no M4.12)**
- **Return air filters if HVAC system is used to acclimate any space M0.1 Cal Green Notes #3**
- **Duct Cleaning**
- **Smoke Fire dampers – None shown**
- **(1) Kitchen Hood, hangers and installation.**
- **Interconnection between MUA and EF-1 to the ansul system**
- **MPR Exposed ductwork painting, quoted galvanized ductwork**
- **Rigid insulation at roof curbs M5.1 Notes 2,3**
- **M5.1 note #9 roof duct support base**
- **Unistrut Hangers SD-1.9, 4 OPM 0043-13, as there is no sheet M4.12**
- **SD-1-9 # 5 Wood blocking**
- Smith MEP will not perform any cutting and patching of surfaces. We will provide all necessary block-out drawings for all ductwork penetrations of ceilings, walls, roofs, and floors for use by others to provide and install required block-outs. Structural reinforcement for all openings is to be provided by others.
- **All supplemental strut, steel, channel or plate to install plumbing piping hangers and supports, If hangers and supports cannot be attached directly to the metal deck or directly to building structural steel supplemental steel shall be provided by others.**
- This proposal is provided on the basis that project coordination and project activity schedule will be managed by the prime contractor, such that rough-in work will be completed by Smith MEP prior to the installation of interior walls, other than those mutually agreed upon walls that are not constructible after plumbing and ductwork installation. Note that when walls are installed prior to duct, piping, and plumbing installation, the openings must be oversized to accommodate duct flanges. This will necessitate additional wall patching, which is not included in our scope of work.
- Bonds, Permits and Plans Check Fees.
- Parking and/or Shuttling.
- General Contracting Work: Cutting, Plastering, Patching, Painting, Stenciling, Concrete/Asphalt Demo and Patch Back, Structural Supports, Equipment Pads, Saw Cutting, Blocking, Block Outs, Cores.
- Backing, Framing, Carpentry Work (I.e., Framing, Blocking, Blocking, Block Outs, etc.) Whether Shown or Not.
- Fire Protection, Fire Sprinklers, Housekeeping Pads
- Gas, Electrical, Hydronics, **DDC Controls**, Plumbing, Engineering, CAD drawings (2d or 3d).
- Final Cleaning
- Demolition, Hazardous Material Removal
- Commissioning Documents and/or Support.
- Curbs on Metal Roofing, Duct or Equipment Supports on Metal Roofing

- Seismic Calc's
- Concrete Supports
- HERS Testing
- Furnish and Install of Access Panels and/or Architectural Louvers
- Disconnects, Condensate Lines, Pressure Switches
- Trash, Dumpsters and Spoils Removal
- Any Temporary Utilities or Services including but not limited to electrical lighting, water, climate control, chillers, and air handlers.
- Early Activation of Mechanical, Electrical, and/or Plumbing Systems and Extended Warranty.
- Liquidated Damages, Consequential Damages or Costs for Schedule Improvements Not Mutually Agreed upon Prior to Award of Work.
- Miscellaneous Metal, Flashings, Downspouts, Gutters, Door Louvers, Waterproofing, Expansion Flashing and Metal Roofing are Excluded. (Unless specifically indicated otherwise in Bid Proposal.)
- 120 Volt and Above Conduit and Wire, 24 Volt Conduit, Electrical Conduit, Electrical Connections, Disconnects, Motor Starters, Smoke Detectors and or Speed Controllers
- Ceiling Wires for Registers and Grilles T-Bar Ceilings.
- **Fire Caulking and Acoustical Caulking** Unless Specifically indicated otherwise in the bid proposal is excluded.
- All Site Utilities
- Fume Hoods and Kitchen Hoods. (Duct connections to fume hoods and kitchen hoods are included.)
- Startup of Existing Equipment.
- Water Heater and Boiler Flue Pipe. (Unless specifically indicated otherwise in bid proposal.)

Electrical Exclusions and Work Performed by Others:

1) Demolition
2) AQMD Permit for generator
3) Temporary power and/or lighting
4) Sawcut and coring
5) Concrete light pole bases (anchor bolts will be provided by Smith and bases to be poured by others)
6) Concrete equipment and/or housekeeping pads
7) Controls connection to Marquee sign (destination for connection is not shown or called out on the drawings)
8) Cords with male plugs for any food service equipment (all equipment should be provided with a cord and plug for connection to a power receptacle)
9) PV structure to be provided and installed by others (Smith will only provide and install the electrical components of the PV system)
10) Trench plates for trenches open for an extended period
11) Parking and shuttling
12) All backing and supplemental steel
13) Access panels
14) All permits, inspections, and utility fees
15) General contracting work: cutting, patching, roofing, dumpsters, all painting, concrete/asphalt demo and patch back, coring, hazardous material removal, concrete pits/basins and concrete equipment pads
16) Cutting, patching, and painting of finished surfaces
17) Engineering/design/plan check/city assessment/permit fees
18) Landscape and irrigation system
19) Traffic control
20) De-watering, sub-surface systems and waterproofing barriers
21) Premium time and/or shift work
22) Misc. supplemental structural steel for pipe and equipment supports
23) Import and export of excess soil (excess will be stored on site)
24) Any handling, receiving or installation of owner furnished items
25) Restroom accessories, dispensers, and partitions

26) Acoustic caulking
27) Kitchen appliances
28) Any casework openings, penetrations, or modifications
29) Composite cleanup cost
30) Attic stock or extra parts for any plumbing furnished items
31) Special inspections/testing/x-ray or any concrete X-ray/GPR Scanning
32) Liquidated damages, consequential damages or costs for schedule improvements not mutually agreed upon prior to award of work

Qualifications:

- Labor escalation is included through *December 31, 2025*. If the project is extended requiring originally contracted scope to occur beyond this date, Smith MEP will request remuneration for the anticipated union collective bargaining labor rate increase effective after this date.
- All work is figured continuous per the CPM schedule once commenced.
- Bid is based on the referenced drawings/correspondence received prior to bid.
- Any work not specified or illustrated on drawings will be submitted as a change order and based on the MCA labor-estimating manual.
- This proposal or its narrative intent is to be part of any and all contract documents.
- Work areas are figured to be freely accessible and unencumbered.
- Contractor to provide (2) surveyed reference points on each deck of construction.
- Building plumbing will terminate at 5'-0 outside of exterior foundation.

Plumbing Exclusions and Work Performed by Others:

1) **Exclude all down spouts**
2) **All Backing and Supplemental Steel**
3) **Kitchen Equipment and Fixtures, Owner provided and installed, Smith MEP to hook up**
4) **Repair of kitchen equipment and fixtures**
5) **Concrete/asphalt Patching**
6) Parking and shuttling.
7) Tile shower/bath surrounds.
8) All backing and supplemental steel.
9) Access panels.
10) All permits, inspections, and utility fees.
11) BIM Lead Coordination
12) General contracting work: cutting, patching, roofing, dumpsters, all painting, concrete/asphalt demo and patch back, coring, hazardous material removal, concrete pits/basins and concrete equipment pads.
13) Cutting, patching, and painting of finished surfaces.
14) Engineering/design/plan check/city assessment/permit fees.
15) Certification for weights and measures of water sub-meters.
16) Balcony drains and planter drains.
17) Gas piping to residential units.
18) Landscape and irrigation system.
19) HVAC/Mechanical work, general sheet metal work and trough/sheet-metal pans.
20) Temporary plumbing, electrical or ventilation services except as noted above.
21) Site/Civil work, connections to public utilities. Any Plumbing Beyond 5' outside the building.
22) Traffic control.
23) De-watering, sub-surface systems and waterproofing barriers.
24) Premium time and/or shift work.

25) Misc. supplemental structural steel for pipe and equipment supports.
26) Performance and payment bond or bid bond.
27) Import and export of excess soils (excess will be stored on site).
28) Any handling, receiving or installation of owner furnished items.
29) Restroom accessories, dispensers, and partitions.
30) Acoustical caulking.
31) Kitchen appliances.
32) Any casework openings, penetrations, or modifications.
33) Insulation of domestic cold water (other than listed above), condensate, storm drain and sanitary waste.
34) Composite cleanup crew cost.
35) Manlifts and scaffolding.
36) Attic stock or extra parts for any plumbing furnished items
37) Special inspections/testing/x-ray or any concrete X-ray/GPR Scanning.
38) Liquidated damages, consequential damages or costs for schedule improvements not mutually agreed upon prior to award of work.

Clarifications:

- The BIM modelling process pricing, **if accepted** is based on two meetings a week for three months. All subsequent meetings will be a negotiated cost with the General Contractor
- Labor escalation is included through December 31, *2025*. If the project is extended requiring originally contracted scope to occur beyond this date, Smith MEP will request remuneration for the anticipated union collective bargaining labor rate increase effective after this date.
- All work is figured continuously according per the CPM schedule once commenced.
- Any work not specified or illustrated on drawings will be submitted as a change order and based on the MCA labor-estimating manual.
- This proposal or its narrative intent is to be part of all contract documents.
- Work areas are figured to be freely accessible and unencumbered.

- Purchasers agree to provide Smith Mechanical-Electrical-Plumbing with required field utilities (electricity,
- water, toilets, hoisting, elevator service, dumpsters), onsite parking/staging/laydown area.
- Purchaser shall furnish lines, grades, and elevations without charge.
- **Scheduling & Delays:** This offer is based on logical and timely scheduling of Smith MEP and other subcontractors' activities, allowing efficiency of performance, and avoiding interference between trades. Smith MEP shall not be liable for any delay in the performance of work resulting from or attributed to act or circumstances beyond Smith MEP's control, including, but not limited to, acts of God, fire, riots, labor disputes, condition of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers of Smith MEP.
  If Smith MEP delays cause delay and/or disruption to the Contract work, Smith MEP shall be liable for actual costs sustained by Contractor or for which it is liable to Owner. If Smith MEP delays are only one of multiple causes for delay to the Contract Work, Smith MEP shall only be liable for its proportionate share of any resulting damages.
  If Contractor or any party for which Contractor is responsible cause delay to Smith MEP's work, Contractor shall be liable for actual costs sustained by Smith Mechanical-Electrical-Plumbing.
- **Payments:** Retention to be held at same as Owner holds against General Contractor. In the event of retention reduction by the Owner to General, it will be passed on in like kind and at the same time to Smith MEP.
- It is the intent of the parties that receipt by General Contractor from the Owner of funds for WORK performed by SmithMEP is not a condition precedent to each payment to be made to Smith MEP

- **Insurance**: Our bid only includes the following insurance with the limits as listed:

Worker's Compensation	Statutory Limits
Employer's Liability	$1,000,000 each accident
	$1,000,000 disease policy limit
Commercial General Liability	$1,000,000 each occurrence

$2,000,000 aggregate
Comprehensive Automobile Liability $2,000,000 each accident
Any additional policies, coverage, riders, or limit increases will be extra and are not included in our bid amount.

Pricing:

Mechanical Scope: .....**$ 5,530,000**
Electrical Scope: ..... **$ 7,050,000**
Plumbing Scope:..... **$ 2,825,000**
Sub Total.....**$ 15,405,000**

Alternate Adds:

MEP BIM ADD .....**$ 420,000**
MEP Bond ADD.....**$ 70,000**

Duct Acoustic Lagging M5.1 - Note #2 ADD. .....**$ 98,000**
Carrier Equipment in Lieu of York DEDUCT.....**$ (206,000)**

Traffic Rated Vaults in Landscape.....**$ 140,000**
SCE Temp Power.....**$ 254,000**
Electrical Safe-Off .....**$ 19,600**

Excludes BIM
Mechanical and Plumbing Scopes: .....**$ 8,313,000**
Mechanical, Electrical and Plumbing Scopes: .....**$ 15,279,000**

TARIFF & COMMODOTY PRICE FLUCTUATION CLARIFICATIONS:

- As the current US government administration continues its international trade negotiations and announces international trade tariffs, we are realizing rapid price fluctuations in raw materials, commodities and assembled components & equipment. As a result, our pricing can only be valid for only 10 days. If we see significant pricing fluctuations in the coming weeks, we will alert the project team and reserve the right to request remuneration. If monies can be made available to us immediately for pre-purchase or to "lock-in" current prices, we will work with our supplier community to support this effort and minimize price fluctuations.
  .

Our pricing can be protected with the quick approval of our proposal, execution of a mutually agreeable contract and payment schedule. This may require early purchasing, storage and payment of equipment and materials to maintain these costs. If early acquisition is not an option, then we will need to protect our rights to receive an equitable adjustment for the escalation of materials should this occur. Availability of these items may lead to a schedule issue at any time. We will keep you abreast of any changes and we look forward to working with you on this new project.

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.

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.

Smith
MECHANICAL - ELECTRICAL -PLUMBING
LIC. NO. 420418
1340 W. BETTERAVIA RD. SANTA MARIA CA 93455
PHONE (805) 621-5000

If you have any questions, please do not hesitate to give us a call.

Sincerely,

Ted O'Brien | Project Manager | SMITH MECHANICAL - ELECTRICAL - PLUMBING
2535 W. Hillcrest , Suite 210 | Thousand Oaks, California | 91320
www.smithmep.com | 805.956.8940 cell | 805.621.5000 office
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a subsidiary of ACCO Engineered Systems

Electrical

Scott And Sons Electric

1433 Arundell Ave. Ventura, CA 93003

Ph (805) 642-8547

Bid Proposal

TO: Viola Inc
ATTN: Estimating
SPEC. SEC. # : 260000 270000 280000
TRADE: Electrical
JOB NAME: Fremont Middle School

JOB ADDRESS: 1130 North M Street, Oxnard

DATE SUBMITTED: 10/30/2025

SUBMITTED BY: Steve
LICENSE NO: 700054
DIR # 1000000877

MY CELL # (805) 746-1990

PLANS & SPECS	FOB JOBSITE	INSTALLED	TAX INCLUDED	ADDENDUMS
YES	YES	YES	YES	1

Base Electrical Bid:	**$**	**5,930,000**
Adder for to install SCE Conduits & Boxes per SCE drawings:	**$**	**185,000**
Adder to provide and install Photo Voltaic System:	**$**	**400,000**
Add to provide and install Solar Carports structures:	**$**	**250,000**
Adder to provide and install Hand Dryers:	**$**	**39,000**
Adder to provide and install Concrete bases for (37) pole lights and (7) bollards:	**$**	**146,000**
Total Bid:	**$**	**6,950,000**

INCLUDES:

All Electrical, Fire Alarm, Telecommunications, Audio Visual, Photo Voltaic, CCTV, Vehicle Chargers, and Generator / ATS systems per plans and specs

Conduit only for Security System motions & Door Access System - $50K allowance provided by others

Dry utility conduits per the SCE drawings

All trenching and backfill for electrical conduits

Conduits and boxes only for mechanical controls

Safe off only of electrical for demolition

Electrical terminations to mechanical, plumbing, kitchen, and landscape equipment per plans

EXCLUDES:

Permit, utility, & bond fees

General contractor temp power and lighting

Mechanical controls and control wiring

EMS conduits, controls, control wiring, VFDs

Patching, Painting, T-Bar Slack wires, and Access panels

Sawcut and patch of asphalt and concrete

Cast in place concrete / house keeping pads for all electrical switchgear

Disposal of dirt, debris, and demolished materials

Independent supports for roof top HVAC disconnects - Bid assumes disconnects will mount directly to the HVAC unit

Gate motors and controls - SSE to provide power only

Provision of generator load bank

Offsite electrical work

Demolition of existing schools electrical - Safe off only

Concrete pole bases, augured holes, and rebar cages for (37) pole lights and (7) bollards - See adder above

Intrusion Alarm Motions, Wiring, Door Access system, and the 50K allowance - SSE to provide conduit only

Classroom monitors and monitor mounts

VENCO ELECTRIC, INC.
Lic #446770 C-10 DIR #1000008330 Exp.06/30/27
2360 Sturgis Road, Ste #D
Oxnard, CA 93030
Phone (0805) 278-1922
Fax (805) 278-1959
Email: vencoelectric@yahoo.com

PROPOSAL

Job Name: Fremont M.S. Reconstruction
Location Oxnard, CA

Bid Date: 10/30/25 **Time:** 2:00

We hereby submit specification and estimates for electrical installation per plans and specification section 260000, 270000 & 280000 complete. Taxes included.

EXCLUSION(S):

1) No Jobsite Temporary Power
2) No Seismic/Earthquake Wires
3) No Pavement Cutting, Removing, Patching
4) No Painting
5) No S.C.E. and/or PG&E Charges
6) No Photo Voltaic
7) No Light Pole Bases & Equipment Pads
8) No Fire Rated Plywood Backboards
9) No Spoils Removal
10) No Concrete Base Padding
11) No Cable Trench
12) No Bonding Costs

ADDENDUM(S) NOTED:

Addendum #1 Noted

BID ITEM(S):

Electrical	$	4,650,000.00
Low Voltage, Data, Access	$	1,140,000.00
Fire Alarm	$	490,000.00
PV + BESS		NO BID
On-Site SCE Ductback Reloc. &Tie-In	$	32,000.00

WE PROPOSE hereby to furnish material and labor complete in accordance with these specifications

for the **TOTAL SUM OF:** **$ 6,312,000.00**

**Six Million Three Hundred Twelve Thousand and 00/100 dollars **

Payable as follows: As Work Progresses

All material is guaranteed to be as specified.
All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and aboe the estimes. All agreements contingent upon strikes, accidents or delays behond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature *Michael Sheets*

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL - The prices, specifications an conditions are satisfactory and are hereby accepted. Venco Electric, Inc. is authorized to do the work as specified. Payment will be made as outlined above.

Signature Date: Signature: Date:

Smith
MECHANICAL - ELECTRICAL -PLUMBING
LIC. NO. 420418
1340 W. BETTERAVIA RD. SANTA MARIA CA 93455
PHONE (805) 621-5000

October 30,2025

Robert Viola
Viola Inc Constructors
5811 Olivas Park Drive, Suite 204
Ventura, CA 93003

Re**: Fremont MS - pricing based on 100% DD Drawings**
Mechanical, Electrical and Plumbing

Our proposal and scope are based on the following documents:

- **Plan Set dated**: 1/17/2025
- **Specification dated:** 1/17/2025
- **Addendums:** #1 dated 10/22/2025
- **Exhibits:** A, B,C, D, E & F

- This proposal shall include the work reasonably interpreted as necessary to procure and construct the Mechanical, Electrical and Plumbing work as detailed by the documents referenced herein, subject to the following specific clarifications.

Mechanical Scope of Work:

Procure and installation of the new HVAC equipment as identified below:

- (48) York rooftop packaged units with Isolation curb **(Per Plan)**
- (1) Greenheck MUA unit and Isolation curb **(Per Plan)**
- (9) Mitsubishi Split systems, Fan coils ductless, cassette and horizontal discharge, and condensing units **(Per Plan)**
- (12) Greenheck exhaust Fans **(Per Plan)**
- (90) Vibro Acoustic Sound attenuators (**Per Specification)**
- (445) Price Air Distribution
- Smith MEP will furnish and install ductwork distribution per SMACNA standards.
- Exterior Insulation of concealed ductwork
- Roof square ductwork is internally lined
- Grease Duct is 16 g galvanized with fire master wrap
- **Alerton Controls as specified by Signet Controls system included (Per Specifications)**
- Final test and balance for new systems AABC 'S certified**, including Title 24**
- **Refrigeration pipe is soft copper, ACR where exposed to view**
- Start-up of mechanical equipment.
- Crane /Helicopter to set mechanical equipment

Smith
MECHANICAL - ELECTRICAL -PLUMBING
LIC. NO. 420418
1340 W. BETTERAVIA RD. SANTA MARIA CA 93455
PHONE (805) 621-5000

Electrical proposals and scope are based on the following documents:

Procure and installation of new electrical per electrical drawings.

- All wiring is figured in conduit as per general notes and specifications.
- Rough-in and install infrastructure are considered for data, TV and fire alarm systems.
- Safe off lighting, power, Mechanical, Data, Fire Alarm and demo by others include removal of fixtures, equipment, wiring, conduits, boxes, supports and straps as necessary.

Edison "B" Drawings: ADD ALT

- Provide and install (1) qty. 5" PVC UG existing Pullbox #3 to NEW Pullbox #4 and continuing path to Transformer Pad #5 approx. 970'.
- Provide and install (1) qty. Split Pull box 3'x5'x4' and (1) qty. 94"x72" pad.
- Includes trenching, backfilling and slurry.
- Cables, termination, de-energization and energizing by other.

Onsite Electrical Utility

- Provide and install (1) qty. 5" UG primary conduit encased in concrete from closes pullbox to SCE Switch slab box approx. 85'.
- Provide and install (3) qty. 3" Conduit stub out from SCE switch slab box approx. 85'.
- Provide and install (8) qty. 94"x72" slab box for site work.
- Provide and install (16) qty. 36"x60"x48" pull box for site work.
- Provide and install (5) qty. 36"x60"x48" pull box for EV Chargers.
- Provide and install (3) qty. 10"x17"x12" Concrete pullbox with Traffic Rated cover for site work.
- Provide and install (26) qty. 10"x17"x12" Concrete pullbox with Standard Rated cover for site work.
    - ADD Alt for Traffic Rated Cover for boxes located in planter
- Provide and install (1) qty. 10'x12'x6" Pad w/5'x8'-6"x60" Enclosure Edison UGS 535.1.
- Provide and install (1) qty. 5'x10'-6"x7" Vault Edison PMH.
- Hauling of excess dirt from trenching operations is included.
- All work to be performed in dirt – demolition of work area to be performed by others prior to start of trenching operations.
- Price includes private utility locating through Ground Penetrating Radar (GPR).

Distribution

- Provide and install (1) qty. 3000A SWBD "MSB" 480/277V 3P4W Nema3R 3-Section includes grounding assembly.
- Provide and install (1) qty. 1200A DB "DSHC" 480/277V 3P4W Nema3R includes grounding assembly.
- Provide and install (1) qty. 600A DB "DSHF" 480/277V 3P4W Nema3R.
- Provide and install (1) qty. 800A DB "DSLC" 208/120V 3P4W Nema3R.
- Provide and install (1) qty. 600A DB "DSLEV" 208/120V 3P4W Nema3R.
- Provide and install (1) qty. 600A DB "DSLG" 208/120V 3P4W Nema3R.
- Provide and install (7) qty. for Panel CL1, CL2, CL3, CL4, CL5, CL6 & CL7.
- Provide and install (2) qty. 100A for Panel CH1 & CH2.
- Provide and install (3) qty. 225A for Panel CH3, CH4 & CH5.
- Provide and install (2) qty. 100A for Panel GL1 & GL2.
- Provide and install (2) qty. 150A for Panel GL3 & GL4.
- Provide and install (3) qty. 225A for Panel AH1, AH2 & GH1.

- Provide and install (1) qty. 300A Panel GH2.
- Provide and install (1) qty. 225A Panel AL1.
- Provide and install (1) qty. 150A Panel AL2.
- Provide and install (1) qty. 100A Panel AL3.
- Provide and install (2) qty. 5kVA Single phase mini power zone for Panel PZ1 & PZ2.
- Provide and install (2) qty. 250kVA Transformers for TC & TF.
- Provide and install (1) qty. 150kVA Transformer for TG.
- Provide and install (1) qty. 45kVA Transformer for TA.
- Provide and install (1) qty. Panel CINV 60A 1P2W 277V.
- Provide and install (1) qty. 3kW Inverter AINV 1P2W 277V.
- Provide and install (1) qty. 5kW Inverter GINV 1P2W 277V.

Admin. Building
Lighting and Controls

- Provide and install (132) qty. Type 2 – 2'x2' Recessed per specification.
- Provide and install (17) qty. Type 2EM – Same as Type 2 with EM per specification.
- Provide and install (2) qty. Type 5EM – 1'x4' Flat panel surface mounted per specification.
- Provide and install (11) qty. Type 9B – Wall Sconce per specification.
- Provide and install (10) qty. Type 10 – 1.5'x4' Surface mounted per specification.
- Provide and install (9) qt. Type X1 – Surface mounted single phase exit sign per specification.
- Provide and install (1) qty. Type $ Single pole switch.
- Provide and install (26) qty. Type 2WAY-OS, manufacture TBD.
- Provide and install (5) qty. Type AC-DDL, manufacture TBD.
- Provide and install (19) qty. Type LVMS, manufacture TBD.
- Provide and install (7) qty. Type WMSB-OS, manufacturer TBD.
- Provide and install (1) qty. AINV inverter 3kW 1P2W 277V.
- Provide and install (1) qty. GINV inverter 5kW 1P2W 277V,
- Provide and install (1) qty. Panel CINV 60A 1P2W 277V Nema3R M.L.O.
- Provide and install (1) qty. Astronomical time clock and photocell.

Power Devices

- Provide, rough in and install (65) qty. Duplex receptacles.
- Provide, rough in and install (1) qty. Duplex receptacle above counter.
- Provide, rough in and install (56) qty. Duplex GFCI receptacles.
- Provide, rough in and install (6) qty. Duplex GFCI receptacles above counter.
- Provide, rough in and install (1) qty. Duplex GFCI controlled receptacle above counter.
- Provide, rough in and install (7) qty. Duplex GFCI W.P. receptacles.
- Provide, rough in and install (1) qty. Double Duplex controlled receptacle.
- Provide, rough in and install (2) qty. Double Duplex floor box receptacles.
- Provide, rough in and install (1) qty. 30A3P 250V receptacle for UPS.
- Provide, rough in and install (1) qty. 1WAY- OS.
- Provide, rough in and install (1) qty. 20A1P 120V motor rated switch for disposal.
- Provide, rough in and install (4) qty. J-Box and 20A1P 120V connection for Hand Dryers.
- Provide, rough in and install (1) qty. J-box and 20A1P 120V connection for Intercom/PA/Clock.

Mechanical/Plumbing

- Provide, rough in and install (3) qty. 15A1P Motor rated switch and hookup for EF-3.1, EF-3.2 & EF-3.3.
- Provide, rough in and install (1) qty. 15A1P Motor rated switch and hook up for FC-4.2
- Provide, rough in and install (2) qty. 15A1P Motor rated switch and hook up for outdoor unit (Note: 2.069).
- Provide, rough in and install (1) qty. 15A2P Motor rated switch and hook up for SFC-4.1.
- Provide, rough in and install (1) qty. 30A30F2P 250V Nem3R Disconnect and hook up for CU-4.1 & CU-4.2.
- Provide, rough in and install (14) qty. 30A15F3P 600V Nem3R Disconnect and hook up for Power exhausts.
- Provide, rough in and install (1) qty. 30A20F3P 600V Nema1 Disconnect and hookup for EWH-1.
- Provide, rough in and install (4) qty. 30A20F3P 600V Nem3R Disconnect and hook up for RTU-4.1, RTU-4.2, RTU-4.4 & RTU-4.5.
- Provide, rough in and install (5) qty. Duplex GFCI W.P. surface receptacles.
- Provide, rough in and install (14) qty. ¾" C.O. (spare) to respective control devices for control wiring (Note: 2.017).
- Provide, rough in and install (3) qty. ¾" C.O. (spare) to respective control devices for control wiring.

Fire Alarm

- All low voltage wiring, devices and termination provided and installed by others.
- Provide and install 20A1P 120V power to BMS and mount BMS furnish by other (Note: 2.070).
- Provide and install 20A1P 120V power to AMP-3 and mount AMP-3 furnish by other (Note: 2.070).
- Provide and install 20A1P 120V power to FAAP and mount FAAP furnish by other.
- Provide and install 20A1P 120V power to FACP and mount FACP furnish by other (Note: 2.070).
- Provide and install 20A1P 120V power to FAS and mount FAS furnish by other.
- Provide and install 20A1P 120V power to FATC-3 and mount FATC-3 furnish by other.
- Provide and install 20A1P 120V power to VECP and mount VECP furnish by other.
- Provide, rough in and install conduits and backboxes (1) qty. Type B.WP.
- Provide, rough in and install conduits and backboxes (1) qty. Type CR.
- Provide, rough in and install conduits and backboxes (2) qty. Type M.
- Provide, rough in and install conduits and backboxes (1) qty. Type MS.
- Provide, rough in and install conduits and backboxes (5) qty. Type S.WP.
- Provide, rough in and install conduits and backboxes (40) qty. Type SD.
- Provide, rough in and install conduits and backboxes (31) qty. Type SF.cd Ceiling.
- Provide, rough in and install conduits and backboxes (1) qty. Type TS.
- Provide, rough in and install conduits and backboxes (1) qty. Type WF.
- Provide, rough in and install (3) qty. 42"x72"xTBD concrete pullbox. Shown on EFA1.01.

Access Control

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install conduits and boxes for (3) qty. single doors.

Audio/Video

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (1) qty. A/V stub up to accessible ceiling only.

Data/Tele/TV

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (24) qty. A/V stub up to accessible ceiling only.
- Provide, rough in and install (1) qty. TV stub up to accessible ceiling only.
- Provide, rough in and install (5) qty. WAP by other.

Intercom/Clock

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (20) qty. clock stub up to accessible ceiling only.

Security

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (4) qty. MD-Motion Detectors ceiling backboxes only.
- Provide, rough in and install (3) qty. SC-Security Cameras wall/ceiling backboxes only.

Elevator

- Provide and install (1) qty. Single pole surface W.P. switch.
- Provide and install (2) qty. 4' Surface mounted for wet location.
- Provide and install (2) qty. ¾" C.O. to main telephone board.
- Provide and install (2) qty. J-Box for call box.
- Provide and install (3) qty. Duplex GFCI W.P. surface receptacle.
- Provide and install (1) 30A20F2P 600V lockable disconnect for cab lighting and receptacles.
- Provide and install (1) qty. 60A60F3P 600V disconnect and hookup for Elevator pump.
- Provide and install ½" C.O. from disconnect switch auxiliary contacts to elevator controller.
- Provide, rough in and install conduits and backboxes (1) qty. Type S.
- Provide, rough in and install conduits and backboxes (6) qty. Type CR.
- Provide, rough in and install conduits and backboxes (4) qty. Type M.
- Provide, rough in and install conduits and backboxes (2) qty. Type PH.
- Provide, rough in and install conduits and backboxes (1) qty. Type R.
- Provide, rough in and install conduits and backboxes (2) qty. Type SD.
- Provide, rough in and install conduits and backboxes (2) qty. Type HD.

MPR/Food Service Building
Lighting and Controls

- Provide and install (24) qty. Type 1 – High performance pendant per specification.
- Provide and install (2) qty. Type 3 – 2'x4' recessed troffer per specification.
- Provide and install (73) qty. Type 4 – 1'x4' surface mounted per specification.
- Provide and install (23) qty. Type 4EM – Same as Type 4 with EM per specification.
- Provide and install (20) qty. Type 5 – 1'x4' Flat panel surface mounted per specification.
- Provide and install (10) qty. Type 5EM – Same as Type 5 with EM per specification.
- Provide and install (1) qty. Type 6 – 6" LED downlight, wide beam reflector per specification.
- Provide and install (13) qty. Type 9B – Wall sconce per specification.
- Provide and install (8) qty. Type 10 – 1.5'x4' surface mounted per specification.
- Provide and install (12) qty. Type X1 – Surface mounted single phase exit sign per specification.

- Provide and install (2) qty. Type $ - Single pole switch.
- Provide and install (45) qty. Type 2WAY-OS, manufacture TBD.
- Provide and install (1) qty. Type AC-DDL, manufacture TBD.
- Provide and install (20) qty. Type LVMS, manufacturer TBD.
- Provide and install (8) qty. Type WMSB-OS, manufacture TBD.

Power Devices

- Provide, rough in and install (2) qty. 4Gang Floor Box.
- Provide, rough in and install (18) qty. Duplex receptacles.
- Provide, rough in and install (6) qty. Duplex receptacles above counter.
- Provide, rough in and install (15) qty. Duplex GFCI receptacles.
- Provide, rough in and install (6) qty. Duplex GFCI W.P. receptacles.
- Provide, rough in and install (16) qty. Double duplex receptacles.
- Provide, rough in and install (1) qty. Double duplex surface receptacle.
- Provide, rough in and install (4) qty. J-Box with 20A1P 120V power and hookup for Hand dryers.
- Provide, rough in and install (1) qty. Key switch for (2) backboards.
- Provide, rough in and install (4) qty. 20A1P Motor switch surface for backs top motor.
- Provide, rough in and install (2) qty. 30A30F3P 250V Nema1 Disconnect and hookup for Bleacher Motor.
- Provide, rough in and install 3.4” C. from CRS-1 and CRS-2 to CER-1 with wire as indicated on Theatric lighting plan.
- Provide, rough in and install ¾” C. from stage managers panel (SMP) to adjacent control receptacle station (CRS) with wire as indicated on Theatric lighting plan.

Mech./Plumbing

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (1) qty. 15A1P Motor rated switch and hookup for EF-2.6
- Provide, rough in and install (2) qty. 20A1P Motor rated switch and hookup for CP-1 and CP-2.
- Provide, rough in and install (1) qty. 30A20F3P 600V Nema1 disconnect and hookup for EWH-1.
- Provide, rough in and install (3) qty. 40A1P 600V Nema1 Disconnect and hook up for EWH-2.
- Provide, rough in and install (1) qty. 60A40F3P 600V Nema1 disconnect and hookup for EWH-3.
- Provide, rough in and install (4) qty. 15A1P Motor rated switch and hookup for EF-2.1, EF-2.2, EF-2.3 & EF-2.4.
- Provide, rough in and install (1) qty. 15A3P Motor rated switch and hookup for EF-2.5.
- Provide, rough in and install (1) qty. 30A20F3P 250V Nema3R Disconnect and hookup for MAU-1.
- Provide, rough in and install (3) qty. 30A30F2P 250V Nem3R Disconnect and hook up for CU-3.1, CU-3.2 & CU-3.3.
- Provide, rough in and install (7) qty. 30A20F3P 600V Nem3R Disconnect and hook up for Power exhausts.
- Provide, rough in and install (22) qty. ¾” C.O. (spare) to respective control devices for control wiring (Note: 2.017).
- Provide, rough in and install (8) qty. Duplex GFCI W.P. surface receptacles.

Fire Alarm

- All low voltage wiring, devices and termination provided and installed by others.
- Provide and install 20A1P 120V power to FAPS-2 and mount FAPS-2 furnish by other.
- Provide and install 20A1P 120V power to AMP-2 and mount AMP-3 furnish by other.
- Provide, rough in and install conduits and backboxes (1) qty. Type B.WP.

- Provide, rough in and install conduits and backboxes (38) qty. Type CO.
- Provide, rough in and install conduits and backboxes (7) qty. Type CR.
- Provide, rough in and install conduits and backboxes (6) qty. Type F.cd Ceiling.
- Provide, rough in and install conduits and backboxes (26) qty. Type HD.
- Provide, rough in and install conduits and backboxes (3) qty. Type M.
- Provide, rough in and install conduits and backboxes (9) qty. Type S.WP.
- Provide, rough in and install conduits and backboxes (13) qty. Type SD.
- Provide, rough in and install conduits and backboxes (26) qty. Type SF.cd Ceiling.
- Provide, rough in and install conduits and backboxes (1) qty. Type TS.
- Provide, rough in and install conduits and backboxes (1) qty. Type WF.

Access Control

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install conduits and boxes for (1) qty. Double Door.

Audio/Video

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (5) qty. A/V stub up to accessible ceiling only.
- Provide, rough in and install (1) qty. PR stub up to accessible ceiling only.
- Provide, rough in and install (3) qty. S stub up to accessible ceiling only.
- Provide, rough in and install (1) qty. TP stub up to accessible ceiling only.

Data/Tele/TV

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (3) qty. Tele/Data stub up to accessible ceiling only.
- Provide, rough in and install (1) qty. ALS stub up to accessible ceiling only.
- Provide, rough in and install (2) qty. ANT stub up to accessible ceiling only.
- Provide, rough in and install (1) qty. TV stub up to accessible ceiling only.
- Provide, rough in and install (8) qty. WAP by other.

Intercom/Clock

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (5) qty. clocks stub up to accessible ceiling only.

Security

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (11) qty. MD-Motion Detectors ceiling backboxes only.
- Provide, rough in and install (6) qty. SC-Security Cameras wall/ceiling backboxes only.

Kitchen

Power Devices

- Provide, rough in and install (12) qty. 1Gang Duplex receptacle floor box.
- Provide, rough in and install (23) qty. Duplex receptacles S.S. covers.
- Provide, rough in and install (1) qty. Duplex receptacles ceiling S.S. covers.
- Provide, rough in and install (1) qty. Duplex GFCI receptacles S.S. covers.
- Provide, rough in and install (1) qty. J-Box with 20A1P 120V power and hookup for Air Curtain.

- Provide, rough in and install (1) qty. J-Box with 20A1P 120V power and hookup for Hand dryers.
- Provide, rough in and install (1) qty. J-box with 20A1P 120V power and hookup for Hood.
- Provide, rough in and install (1) qty. J-box with 50A3P 240V power and hookup for Vegetable Washing System.

Mech./Plumbing

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (2) qty. 20A2P 208V power and hookup for cooler and freezer evaporator coils.
- Provide, rough in and install (1) qty. 60A50F3P 250V Nema1 disconnect and hookup for Remote Refrigeration Rack.
- Provide, rough in and install (1) qty. 60A40F1P 600V Nema1 disconnect and hook up for EWH-2.
- Provide, rough in and install (1) qty. 15A2P Motor rated switch and hookup for FC-3.1.
- Provide, rough in and install (2) qty. Type $ - Single Pole Surface Switch.
- Provide, rough in and install (2) qty. Type $ - Single Pole Surface W.P. Switch for Walk in Freezer and Cooler.

Low Voltage

- All low voltage wiring, devices and termination provided and installed by others.

Fire Alarm

- Provide and install conduits and boxes for (1) qty. Type F.P.
- Provide and install conduits and boxes for (1) qty. Type F.S.

Access Control

- Provide and install conduits and boxes for (1) qty. Single door.

100 Building (Classroom)

Lighting and Controls

- Provide and install (147) qty. Type 3 – 2'x4' recessed troffer per specification.
- Provide and install (28) qty. Type 3EM – Same as Type "3" with EM per specification.
- Provide and install (49) qty. Type 4 – 1'x4' surface mounted per specification.
- Provide and install (8) qty. Type 4EM – Same as Type 4 with EM per specification.
- Provide and install (63) qty. Type 6 – 6" LED downlight, wide beam reflector per specification.
- Provide and install (32) qty. Type 6EM – Same as Type "6" with EM per specification.
- Provide and install (34) qty. Type 9 – Wall sconce per specification.
- Provide and install (18) qty. Type 10EM – 1.5'x4' Surface mounted with EM per specification.
- Provide and install (32) qty. Type 13 – Peak top standard per specification.
- Provide and install (4) qty. Type 13EM – Same as Type "13EM" with EM per specification.
- Provide and install (292) qty. Type 20 – 2'x4' TBD and confirmed.
- Provide and install (13) qty. Type X1 – Surface mounted single phase exit sign per specification.
- Provide and install (6) qty. Type X2 – Surface mounted double phase exit sign per specification.
- Provide and install (3) qty. Type $ - Single Pole Switch
- Provide and install (67) qty. Type 2WAY-OS
- Provide and install (2) qty. Type AC-DDL
- Provide and install (40) qty. Type LVMS
- Provide and install (13) qty. Type WMSB-OS

Power Devices

- Provide, rough in and install (200) qty. Duplex receptacles.

- Provide, rough in and install (1) qty. Duplex surface receptacle.
- Provide, rough in and install (20) qty. Duplex GFCI receptacles.
- Provide, rough in and install (25) qty. Duplex GFCI receptacles above counter.
- Provide, rough in and install (4) qty. Duplex GFCI W.P. surface receptacles.
- Provide, rough in and install (36) qty. Double duplex receptacles.
- Provide, rough in and install (3) qty. Double duplex GFCI receptacles.
- Provide, rough in and install (1) qty. 30A3P 250V surface receptacle for UPS.
- Provide, rough in and install (82) qty. 3Gang box for Power/Data/TV.
- Provide, rough in and install (65) qty. J-Box ceiling with 120V (Homeruns).
- Provide, rough in and install (20) qty. J-Box with 20A1P 120V power and hookup for Hand dryers.

Mech./Plumbing

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (1) qty. 15A1P Motor rated switch and hookup for EF1.3.
- Provide, rough in and install (3) qty. 15A2P Motor rated switch and hook up for FC-1.1, FC-1.2 & FC-1.3.
- Provide, rough in and install (2) qty. 20A1P Motor rated switch and hookup for CP-1.
- Provide, rough in and install (2) qty. 20A2P Motor rated switch and hookup for EF-1.1 & EF-1.2.
- Provide, rough in and install (1) qty. 20A2P Motor rated switch and hook up for SFC 2.1.
- Provide, rough in and install (4) qty. 30A30F2P 250V Nema3R Disconnect and hookup for CU-1.1, CU-1.2, CU-1.3 & CU2.1.
- Provide, rough in and install (36) qty. 30A20F3P 600V Nema3R disconnects and hook up for RTU-1.1 thru RTU-2.9.
- Provide, rough in and install (16) qty. 30A20F3P 600V Nem3R Disconnect and hook up for Power exhausts.
- Provide, rough in and install (2) qty. 60A40F1P 600V Nema1 Disconnect and hook up for EWH-1.
- Provide, rough in and install (79) qty. ¾" C.O. (spare) to respective control devices for control wiring (Note: 2.017).
- Provide, rough in and install (17) qty. Duplex GFCI W.P. surface receptacles.

Access Control

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install conduits and boxes for (3) qty. Single Door.
- Provide, rough in and install conduits and boxes for (1) qty. Double Door.

Audio/Video

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (39) qty. A/V stub up to accessible ceiling only.

Data/Tele/TV

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (57) qty. Tele/Data stub up to accessible ceiling only.
- Provide, rough in and install (1) qty Data stub up to accessible ceiling only.
- Provide, rough in and install (97) qty. TV stub up to accessible ceiling only.
- Provide, rough in and install (1) qty. BS stub up to accessible ceiling only.
- Provide, rough in and install (1) qty. CS stub up to accessible ceiling only.
- Provide, rough in and install (40) qty. WAP by other.
- Provide, rough in and install (44) qty. 2" Sleeves thru wall.

- Provide, rough in and install (100) qty. 4" Sleeves thru wall.

Intercom/Clock

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (31) qty. clock stub up to accessible ceiling only.

Security

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (43) qty. MD-Motion Detectors ceiling backboxes only.
- Provide, rough in and install (8) qty. SC-Security Cameras wall/ceiling backboxes only.

Fire Alarm

- All low voltage wiring, devices and termination provided and installed by others.
- Provide and install 20A1P 120V power and mount AMP-1 and AMP-1.2, furnished by other.
- Provide and install 20A1P 120V power and mount FAPS-1 and FAPSA-1.2, furnished by other.
- Provide and install 20A1P 120V power and mount FATC-1.1 and FATC-1.2, furnished by other.
- Provide, rough in and install conduits and backboxes (1) qty. Type B.WP.
- Provide, rough in and install conduits and backboxes (8) qty. Type CR.
- Provide, rough in and install conduits and backboxes (6) qty. Type F.cd Ceiling.
- Provide, rough in and install conduits and backboxes (61) qty. Type HD.
- Provide, rough in and install conduits and backboxes (6) qty. Type HD.B.WP.
- Provide, rough in and install conduits and backboxes (5) qty. Type M.
- Provide, rough in and install conduits and backboxes (1) qty. Type R.
- Provide, rough in and install conduits and backboxes (11) qty. Type S.WP.
- Provide, rough in and install conduits and backboxes (136) qty. Type SD.
- Provide, rough in and install conduits and backboxes (67) qty. Type SF.cd Ceiling.
- Provide, rough in and install conduits and backboxes (2) qty. Type TS.
- Provide, rough in and install conduits and backboxes (2) qty. Type WF.

Site/Landscape

Lighting and Controls

- Provide and install (7) qty. Type 9 – Wall sconce per specification.
- Provide and install (10) qty. Type 9A – High performance outdoor 20' pole light per specification.
- Provide and install (14) qty. Type 9C – High performance outdoor pole light per specification (height TBD).
- Provide and install (1) qty. Type 9D – High performance outdoor 20' pole light per specification.
- Provide and install (7) qty. Type 10 – 1.5'x4' Surface mounted per specification.
- Provide and install (7) qty. Type 12 – Wall spotlight with precision spot per specification.
- Provide and install (9) qty. Type 13 – Peak top standard LED bollard per specification.
- Provide and install (14) qty. Type 14 – High performance outdoor 20' pole light per specification.
- Provide and install (39) qty. 24"x5'6" concrete pole bases for Type 9A, 9C, 9D and 14.
- Provide and install (9) qty. concrete base for Type 13 – LED bollards.

Power Devices/Misc.

- Provide and install Lamson & Sessions #E945 Series PVC Expansion Coupling for Each conduit crossing footings of buildings.
- Provide and install temporary power to existing irrigation backflow pump.

- Provide and install power, hook up and 1" C. for controls to (1) qty. Marquee sign.
- Provide and install 1" C. Stub out at northwest corner of generator enclosure.
- Provide and install power to East-2-Enter fire access gate.

EV Charger

- All low voltage wiring, devices and termination provided and installed by others.
- Provide, rough in and install (4) qty. 40A2P 208V for EVSE Chargers.
- Provide and install (4) qty. concrete base for EVSE Chargers.
- Provide, rough in and install (13) qty. 1" C.O. for (13) qty. future EVCS Charger feeders.
- Startup and programming by others.

Low Voltage

- All low voltage wiring, devices and termination provided and installed by others.
- All conduits below is fed from MPR Electrical room nearest pullbox to Site Utility enclosure and stub out approximately 85' from building.
- Data/Tele - Provide and install 3" PVC conduits.
- Fire Alarm - Provide and install 2" PVC conduits.
- Public Address - Provide and install 2" PVC conduits.
- Intrusion Detection - Provide and install 2" PVC conduits.
- Clock - Provide and install 2" PVC conduits.
- EMS - Provide and install 2" PVC conduits.
- Spare - Provide and install (2) x 3" PVC conduits.

Generator

- All low voltage wiring, devices and termination provided and installed by others.
- Provide and install 10kW Gas generator, 100A ATS-01 3P 600V Nema3R, mushroom "EM" push button, remote annunciator panel with 1" conduit, sub-base 25 gallon fuel tank, stage 1 sound attenuated weather protective enclosure, dedicated 20A1P 120V circuit for battery charger, 20A1P 120V circuit for jacket water heater.

Solar Power

- Provide and install 400A250F3P 600V disconnect to PV system at parking structure.

Trenching for Landscape, Parking, and Utility

- Includes excavation, trenching and backfill all trenches with native soil.
- Hauling of excess dirt from trenching operations is included.
    - Light Pole Base Dirt Export up to 40 CY.
    - Site Utility Dirt Export up to 755 CY.
    - Fire Alarm Dirt Export up to 90 CY.
- All work to be performed in dirt – demolition of work area to be performed by others prior to start of trenching operations.
  Price includes private utility locating through Ground Penetrating Radar (GPR).

Smith
MECHANICAL - ELECTRICAL -PLUMBING
LIC. NO. 420418
1340 W. BETTERAVIA RD. SANTA MARIA CA 93455
PHONE (805) 621-5000

Plumbing Scope of Work:

Procure and installation of the new Plumbing equipment and fixtures as identified below.

Plumbing Fixtures/Equipment

- (39) WC-1
- (19) WC-2
- (8) U-1
- (7) U-2
- (16) L-1
- (36) L-2
- (4) SS-1
- (5) DF-1
- (3) S-1
- (34) S-2
- (8) S-3
- (52) TMV-1
- (16) TP-1
- (11) ETP-1
- (7) HB-2
- (12) RHB-1
- (40) FD-1
- (3) FS-1
- (3) FS-2
- (14) RD/OD-1
- (17) RR-1
- (6) WHA-1
- (3) EWH-1
- (4) EWH-2
- (1)EWH-3
- (3) CP-1
- (1) CP-2
- (1) GI-1
- (1) Seismic Gas Valve
- (1) Gas Pressure Regulator

Plumbing Inclusions and Project Approach:

1) Pipe, valves and fittings per drawings listed above.
2) Piping systems included in our proposal:
    - Sanitary waste/vent will be CI No-Hub (Below Grade) & CI No-Hub (Above Grade).
    - Grease Waste/vent will be CI No- Hub (Below Grade) & CI No-Hub (Above Grade).
    - Storm Drain & Overflow drain will be CI No-Hub (Below Grade) & CI No-Hub (Above Grade)
    - Domestic cold/hot water/above grade will be type L copper with soldered joints.
    - Natural Gas will be PE Pipe (Below Grade) SCH 40 BLK iron and fittings (Above Grade)
    - Condensate Drains will Be Type L Copper with solder joints
    - Pipe insulation for domestic hot water and condensate
    - Connection of kitchen fixtures (provided by others)
3) Startup of plumbing equipment is included

3) Excavation/backfill/bedding for our underground piping systems.
4) Plumbing fixtures per plan and schedule.
5) Chlorination of the domestic water systems.
6) Pipe insulation of domestic hot water (per Title-24 requirements).
7) Fire stopping of plumbing penetrations.
8) Roof flashings, pipe identification, valve tags, sleeves.
9) Seismic bracing is included per CBC guidelines.
10) Coordination, supervision, as-built drawings, close-outs documents, O&Ms.
11) Sanitary waste will be 5' out of building
12) Grease waste will be 3' in/out of Grease Interceptor

Mechanical Exclusions and Work Performed by Others:

- **BIM Modelling -See Alternate Add below**
- **Acoustic Lagging per M5.1 #2 -See Alternate Add below**
- **SD-1.9 #5 Hanger rod support 2x filler block needed for hanger strap installation, and for all equipment**
- **Unistrut hanger OPM PP43-13 Fig M4.12 (There is no M4.12)**
- **Return air filters if HVAC system is used to acclimate any space M0.1 Cal Green Notes #3**
- **Duct Cleaning**
- **Smoke Fire dampers – None shown**
- **(1) Kitchen Hood, hangers and installation.**
- **Interconnection between MUA and EF-1 to the ansul system**
- **MPR Exposed ductwork painting, quoted galvanized ductwork**
- **Rigid insulation at roof curbs M5.1 Notes 2,3**
- **M5.1 note #9 roof duct support base**
- **Unistrut Hangers SD-1.9, 4 OPM 0043-13, as there is no sheet M4.12**
- **SD-1-9 # 5 Wood blocking**
- Smith MEP will not perform any cutting and patching of surfaces. We will provide all necessary block-out drawings for all ductwork penetrations of ceilings, walls, roofs, and floors for use by others to provide and install required block-outs. Structural reinforcement for all openings is to be provided by others.
- **All supplemental strut, steel, channel or plate to install plumbing piping hangers and supports, If hangers and supports cannot be attached directly to the metal deck or directly to building structural steel supplemental steel shall be provided by others.**
- This proposal is provided on the basis that project coordination and project activity schedule will be managed by the prime contractor, such that rough-in work will be completed by Smith MEP prior to the installation of interior walls, other than those mutually agreed upon walls that are not constructible after plumbing and ductwork installation. Note that when walls are installed prior to duct, piping, and plumbing installation, the openings must be oversized to accommodate duct flanges. This will necessitate additional wall patching, which is not included in our scope of work.
- Bonds, Permits and Plans Check Fees.
- Parking and/or Shuttling.
- General Contracting Work: Cutting, Plastering, Patching, Painting, Stenciling, Concrete/Asphalt Demo and Patch Back, Structural Supports, Equipment Pads, Saw Cutting, Blocking, Block Outs, Cores.
- Backing, Framing, Carpentry Work (I.e., Framing, Blocking, Blocking, Block Outs, etc.) Whether Shown or Not.
- Fire Protection, Fire Sprinklers, Housekeeping Pads
- Gas, Electrical, Hydronics, **DDC Controls**, Plumbing, Engineering, CAD drawings (2d or 3d).
- Final Cleaning
- Demolition, Hazardous Material Removal
- Commissioning Documents and/or Support.
- Curbs on Metal Roofing, Duct or Equipment Supports on Metal Roofing

- Seismic Calc's
- Concrete Supports
- HERS Testing
- Furnish and Install of Access Panels and/or Architectural Louvers
- Disconnects, Condensate Lines, Pressure Switches
- Trash, Dumpsters and Spoils Removal
- Any Temporary Utilities or Services including but not limited to electrical lighting, water, climate control, chillers, and air handlers.
- Early Activation of Mechanical, Electrical, and/or Plumbing Systems and Extended Warranty.
- Liquidated Damages, Consequential Damages or Costs for Schedule Improvements Not Mutually Agreed upon Prior to Award of Work.
- Miscellaneous Metal, Flashings, Downspouts, Gutters, Door Louvers, Waterproofing, Expansion Flashing and Metal Roofing are Excluded. (Unless specifically indicated otherwise in Bid Proposal.)
- 120 Volt and Above Conduit and Wire, 24 Volt Conduit, Electrical Conduit, Electrical Connections, Disconnects, Motor Starters, Smoke Detectors and or Speed Controllers
- Ceiling Wires for Registers and Grilles T-Bar Ceilings.
- **Fire Caulking and Acoustical Caulking** Unless Specifically indicated otherwise in the bid proposal is excluded.
- All Site Utilities
- Fume Hoods and Kitchen Hoods. (Duct connections to fume hoods and kitchen hoods are included.)
- Startup of Existing Equipment.
- Water Heater and Boiler Flue Pipe. (Unless specifically indicated otherwise in bid proposal.)

Electrical Exclusions and Work Performed by Others:

1) Demolition
2) AQMD Permit for generator
3) Temporary power and/or lighting
4) Sawcut and coring
5) Concrete light pole bases (anchor bolts will be provided by Smith and bases to be poured by others)
6) Concrete equipment and/or housekeeping pads
7) Controls connection to Marquee sign (destination for connection is not shown or called out on the drawings)
8) Cords with male plugs for any food service equipment (all equipment should be provided with a cord and plug for connection to a power receptacle)
9) PV structure to be provided and installed by others (Smith will only provide and install the electrical components of the PV system)
10) Trench plates for trenches open for an extended period
11) Parking and shuttling
12) All backing and supplemental steel
13) Access panels
14) All permits, inspections, and utility fees
15) General contracting work: cutting, patching, roofing, dumpsters, all painting, concrete/asphalt demo and patch back, coring, hazardous material removal, concrete pits/basins and concrete equipment pads
16) Cutting, patching, and painting of finished surfaces
17) Engineering/design/plan check/city assessment/permit fees
18) Landscape and irrigation system
19) Traffic control
20) De-watering, sub-surface systems and waterproofing barriers
21) Premium time and/or shift work
22) Misc. supplemental structural steel for pipe and equipment supports
23) Import and export of excess soil (excess will be stored on site)
24) Any handling, receiving or installation of owner furnished items
25) Restroom accessories, dispensers, and partitions

26) Acoustic caulking
27) Kitchen appliances
28) Any casework openings, penetrations, or modifications
29) Composite cleanup cost
30) Attic stock or extra parts for any plumbing furnished items
31) Special inspections/testing/x-ray or any concrete X-ray/GPR Scanning
32) Liquidated damages, consequential damages or costs for schedule improvements not mutually agreed upon prior to award of work

Qualifications:

- Labor escalation is included through *December 31, 2025*. If the project is extended requiring originally contracted scope to occur beyond this date, Smith MEP will request remuneration for the anticipated union collective bargaining labor rate increase effective after this date.
- All work is figured continuous per the CPM schedule once commenced.
- Bid is based on the referenced drawings/correspondence received prior to bid.
- Any work not specified or illustrated on drawings will be submitted as a change order and based on the MCA labor-estimating manual.
- This proposal or its narrative intent is to be part of any and all contract documents.
- Work areas are figured to be freely accessible and unencumbered.
- Contractor to provide (2) surveyed reference points on each deck of construction.
- Building plumbing will terminate at 5'-0 outside of exterior foundation.

Plumbing Exclusions and Work Performed by Others:

1) **Exclude all down spouts**
2) **All Backing and Supplemental Steel**
3) **Kitchen Equipment and Fixtures, Owner provided and installed, Smith MEP to hook up**
4) **Repair of kitchen equipment and fixtures**
5) **Concrete/asphalt Patching**
6) Parking and shuttling.
7) Tile shower/bath surrounds.
8) All backing and supplemental steel.
9) Access panels.
10) All permits, inspections, and utility fees.
11) BIM Lead Coordination
12) General contracting work: cutting, patching, roofing, dumpsters, all painting, concrete/asphalt demo and patch back, coring, hazardous material removal, concrete pits/basins and concrete equipment pads.
13) Cutting, patching, and painting of finished surfaces.
14) Engineering/design/plan check/city assessment/permit fees.
15) Certification for weights and measures of water sub-meters.
16) Balcony drains and planter drains.
17) Gas piping to residential units.
18) Landscape and irrigation system.
19) HVAC/Mechanical work, general sheet metal work and trough/sheet-metal pans.
20) Temporary plumbing, electrical or ventilation services except as noted above.
21) Site/Civil work, connections to public utilities. Any Plumbing Beyond 5' outside the building.
22) Traffic control.
23) De-watering, sub-surface systems and waterproofing barriers.
24) Premium time and/or shift work.

25) Misc. supplemental structural steel for pipe and equipment supports.
26) Performance and payment bond or bid bond.
27) Import and export of excess soils (excess will be stored on site).
28) Any handling, receiving or installation of owner furnished items.
29) Restroom accessories, dispensers, and partitions.
30) Acoustical caulking.
31) Kitchen appliances.
32) Any casework openings, penetrations, or modifications.
33) Insulation of domestic cold water (other than listed above), condensate, storm drain and sanitary waste.
34) Composite cleanup crew cost.
35) Manlifts and scaffolding.
36) Attic stock or extra parts for any plumbing furnished items
37) Special inspections/testing/x-ray or any concrete X-ray/GPR Scanning.
38) Liquidated damages, consequential damages or costs for schedule improvements not mutually agreed upon prior to award of work.

Clarifications:

- The BIM modelling process pricing, **if accepted** is based on two meetings a week for three months. All subsequent meetings will be a negotiated cost with the General Contractor
- Labor escalation is included through December 31, *2025*. If the project is extended requiring originally contracted scope to occur beyond this date, Smith MEP will request remuneration for the anticipated union collective bargaining labor rate increase effective after this date.
- All work is figured continuously according per the CPM schedule once commenced.
- Any work not specified or illustrated on drawings will be submitted as a change order and based on the MCA labor-estimating manual.
- This proposal or its narrative intent is to be part of all contract documents.
- Work areas are figured to be freely accessible and unencumbered.

- Purchasers agree to provide Smith Mechanical-Electrical-Plumbing with required field utilities (electricity,
- water, toilets, hoisting, elevator service, dumpsters), onsite parking/staging/laydown area.
- Purchaser shall furnish lines, grades, and elevations without charge.
- **Scheduling & Delays:** This offer is based on logical and timely scheduling of Smith MEP and other subcontractors' activities, allowing efficiency of performance, and avoiding interference between trades. Smith MEP shall not be liable for any delay in the performance of work resulting from or attributed to act or circumstances beyond Smith MEP's control, including, but not limited to, acts of God, fire, riots, labor disputes, condition of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers of Smith MEP.
  If Smith MEP delays cause delay and/or disruption to the Contract work, Smith MEP shall be liable for actual costs sustained by Contractor or for which it is liable to Owner. If Smith MEP delays are only one of multiple causes for delay to the Contract Work, Smith MEP shall only be liable for its proportionate share of any resulting damages.
  If Contractor or any party for which Contractor is responsible cause delay to Smith MEP's work, Contractor shall be liable for actual costs sustained by Smith Mechanical-Electrical-Plumbing.
- **Payments:** Retention to be held at same as Owner holds against General Contractor. In the event of retention reduction by the Owner to General, it will be passed on in like kind and at the same time to Smith MEP.
- It is the intent of the parties that receipt by General Contractor from the Owner of funds for WORK performed by SmithMEP is not a condition precedent to each payment to be made to Smith MEP

- **Insurance**: Our bid only includes the following insurance with the limits as listed:

Worker's Compensation	Statutory Limits
Employer's Liability	$1,000,000 each accident
	$1,000,000 disease policy limit
Commercial General Liability	$1,000,000 each occurrence

$2,000,000 aggregate
Comprehensive Automobile Liability $2,000,000 each accident
Any additional policies, coverage, riders, or limit increases will be extra and are not included in our bid amount.

Pricing:

Mechanical Scope: .....**$ 5,530,000**
Electrical Scope: ..... **$ 7,050,000**
Plumbing Scope:..... **$ 2,825,000**
Sub Total.....**$ 15,405,000**

Alternate Adds:

MEP BIM ADD .....**$ 420,000**
MEP Bond ADD.....**$ 70,000**

Duct Acoustic Lagging M5.1 - Note #2 ADD. .....**$ 98,000**
Carrier Equipment in Lieu of York DEDUCT.....**$ (206,000)**

Traffic Rated Vaults in Landscape.....**$ 140,000**
SCE Temp Power.....**$ 254,000**
Electrical Safe-Off .....**$ 19,600**

Excludes BIM
Mechanical and Plumbing Scopes: .....**$ 8,313,000**
Mechanical, Electrical and Plumbing Scopes: .....**$ 15,279,000**

TARIFF & COMMODOTY PRICE FLUCTUATION CLARIFICATIONS:

- As the current US government administration continues its international trade negotiations and announces international trade tariffs, we are realizing rapid price fluctuations in raw materials, commodities and assembled components & equipment. As a result, our pricing can only be valid for only 10 days. If we see significant pricing fluctuations in the coming weeks, we will alert the project team and reserve the right to request remuneration. If monies can be made available to us immediately for pre-purchase or to "lock-in" current prices, we will work with our supplier community to support this effort and minimize price fluctuations.
  .

Our pricing can be protected with the quick approval of our proposal, execution of a mutually agreeable contract and payment schedule. This may require early purchasing, storage and payment of equipment and materials to maintain these costs. If early acquisition is not an option, then we will need to protect our rights to receive an equitable adjustment for the escalation of materials should this occur. Availability of these items may lead to a schedule issue at any time. We will keep you abreast of any changes and we look forward to working with you on this new project.

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.

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.

Smith
MECHANICAL - ELECTRICAL -PLUMBING
LIC. NO. 420418
1340 W. BETTERAVIA RD. SANTA MARIA CA 93455
PHONE (805) 621-5000

If you have any questions, please do not hesitate to give us a call.

Sincerely,

Ted O'Brien | Project Manager | SMITH MECHANICAL - ELECTRICAL - PLUMBING
2535 W. Hillcrest , Suite 210 | Thousand Oaks, California | 91320
www.smithmep.com | 805.956.8940 cell | 805.621.5000 office
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a subsidiary of ACCO Engineered Systems

TAFT ELECTRIC COMPANY

EMPLOYEE OWNED - ELECTRICAL CONTRACTORS
STATE LICENSE #772245 DIR #1000000149
P. O. BOX 3416 - 1694 EASTMAN AVENUE - VENTURA, CALIFORNIA 93003 - (805) 642-0121 - FAX (805) 650-9015

FREMONT M.S. RECONSTRUCTION
ELECTRICAL PROPOSAL & SCOPE OF WORK (2)page(s)
October 30, 2025

We are pleased to present our scope of work and proposal for the above project. We are a Union Contractor, California Contractor's License #772245/C-10. Taft Electric Company will furnish and install the electrical material required per 100% CD Plan Sheets E0.01 thru E6.04, EFA1.01 thru EFA5.01, PV0.01 thru PV6.02, T0.01 thru T5.02, AV0.01 thru AV5.03 dated 1/17/25 Specifications as shown on plans. No Addenda are noted. The use of this proposal and pricing constitutes complete acceptance of all our qualifications and exclusions. We reserve the right to reasonably modify all subcontract terms prior to execution, even if a sample agreement was issued prior to this submission.

SEQUENCE 1: ELECTRICAL/ L.V. SYSTEMS:

SITE LTG @ PARKING LOT: (23 total) Site pole/lights	$	INCL
SITE LTG @ CANOPIES: (9 total) Under canopy lights	$	INCL
SITE UTILITY/ ELEC:	$	INCL
ADMIN BLDG: 7,004sf	$	INCL
BLDG "A" : 24,714sf	$	INCL
BLDG "B" : 29,679sf	$	INCL
"MPR" BLDG: 20,633sf	$	INCL
GRAND TOTAL	$	**7,564,000.00**

ADD ALT. #2 P.V. / SOLAR / B.E.S.S:

P.V. ARRAY #1 CANOPY: 106.2kW	$	360,000.00
P.V. ARRAY #2 CANOPY: 51.92kW	$	176,000.00
B.E.S.S @ ELEC YARD: 234.61kWh	$	572,685.00
PV/SOLAR/BESS GRAND TOTAL	$	1,108,685.00

SEQUENCE 2: DEMO EX. CAMPUS
TEC to investigate existing electrical and only makesafe, ... $ 20,000.00
Site and buildings for demo & removals complete by others.

QUALIFICATIONS:

1. All work will be performed during normal working hours, 7am-3:30pm, M-F. ***Duration assumed 28mths. Sequence 1&2.***
2. The General Contractor will provide all sawcut, removal, repair, and replacement of existing hardscape for our work, we will coordinate.
3. The General Contractor will provide all haul-off / export of our trenching and excavation spoils, we will stockpile in place.
4. The General Contractor or others will provide all demo & removals complete, we will only make safe electrical and abandon in place.
5. We have included the low voltage systems as shown on the respective systems plans.

6. BIM LOD350 is included, we will "go to meetings" virtually, the meetings are led by others.
7. ***Force Majeure***: TEC reserves the right to reprice and update our proposal due to any of the following actions, civil disturbances, strikes, riots, terrorist acts, shortages, non-availability, and or any other conditions beyond our reasonable control.
8. ***US Tariffs***: TEC reserves the right to reprice and update our proposal due to any impacts.

EXCLUSIONS:

1. HVAC, DDC, BAS, and EMS equipment, devices, low voltage conduit, wire and terminations.
2. Access panels, telephone plywood backboards and fire rated fixtures and cabinet enclosures.
3. All formed and finished concrete, housekeeping pads, conduit curbs, and light pole bases.
4. Slack and seismic wires for recessed fixtures, surface fixtures and ceiling devices.
5. All additional seismic and or structural support, engineering, and upgrades.
6. MEP design engineering coordination requirements, cost, and labor.
7. Cutting, patching, repair, and replacement of pavement, concrete, and sidewalk.
8. SWPPP, BMP's implementation, installation, cost, and fees.
9. Cost of a Bond. ***We are bondable at 0.9% Adder.***
10. Temporary power and lighting.
11. Water, meter, truck, cost and fees.
12. Dust control measures.
13. All permit costs and fees.
14. Utility charges, cost, and fees.
15. Surveying and staking.
16. Painting and coatings.

Respectfully,

Derrick R. Means
V.P. of Estimating
dmeans@taftelectric.com

Earthwork

General Engineering Contractor
DAMAR
CONSTRUCTION INC.
License#: 722632(A)
DIR#: 1000004663

October 30, 2025

Viola Constructors, Inc.
5811 Olivas Park Drive, Suite 204
Ventura, CA 93003

Attn: Robert Viola

RE: Freemont ES Reconstruction – Earthwork 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 – Phase 1:

1. Proposal is good for 30 calendar days.
2. Three moves to complete our scope of work.
3. Strip & stockpile existing grass only. It is assumed that we can leave the stockpile sitting long enough to dry back and die before exporting offsite.
4. Excavate and export excess soil generated by our operations only.*
5. Excavate and compact per grading plans.
6. Overexcavate and recompact existing site soil to a depth of 2’ below the bottom of the footings in the building areas.
7. Compact top 12” below paving and concrete areas.
8. Supply and install 6” of low-expansion material on building pads. The remaining 6” of non-expansive is made up of gravel by the concrete contractor.
9. Grade pads to +/- 0.10’. Pads are figured flat at 0.92’ below the FF elevation shown on the civil plans.
10. Return to grade subgrade for site AC and concrete paving.
11. Supply and install 8” of low-expansion material below exterior flatwork areas. The remaining 4” is made up of base by the concrete contractor.
12. Return to grade subgrade for concrete flatwork, and rough in the land areas for amendments and fine grading by the landscape contractor.
13. Any export of spoils from other trades will have to be priced at the time of removal.
14. See “Standard Exclusions” and “Escalation of Costs”.

Mobilization:	**$10,160.00**
Rough Grade:	**$519,500.00**
Fine Grade:	**$319,850.00**
Phase 1 Base Bid:	**$849,510.00**

Scope of Work – Phase 2:

1. Proposal is good for 30 calendar days.
2. Two moves to complete our scope of work.
3. Strip & stockpile existing grass only. It is assumed that we can leave the stockpile sitting long enough to dry back and die before exporting offsite.
4. Excavate and export excess soil generated by our operations only.*
5. Excavate and compact per grading plans.
6. Supply and install 8" of low-expansion material below exterior concrete flatwork. The remaining 4" is made up of base by the concrete contractor.
7. Grade subgrade for paving and flatwork.
8. Rough in land areas for amendments and fine grade by the landscape contractor.
9. See "Standard Exclusions" and "Escalation of Costs".

Mobilization:	**$4,260.00**
Rough Grade:	**$613,870.00**
Fine Grade:	**$ 60,770.00**
Phase 2 Base Bid:	**$678,900.00**

Alternate #1 – Offsite Grading:	**$25,970.00**

***Notes:**

1. The north field is roughly 600,000sf between both phases. That equates to a little over 2,200cy per 0.10'. Any adjustments that can be made to the final grading in the north field could result in substantial savings for the Owner. The exact amount would have to be determined by final design.
2. Base bids above include the export of excess soil generated by our operations, as well as the grading of the field as indicated on the plans.

If you should have any questions, please contact our office at (805) 654-8438.

Sincerely,
Damar Construction, Inc.

Jason Fiscalini
Estimator / Project Manager

24024-02

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. Site demolition.
5. Site clearing other than stripping of the existing grass.
6. Clearing & grubbing includes surface organics only. We exclude any/all organic material beneath the surface. Stumps, roots, etc.
7. Waste management plans.
8. Soils testing or additional work required by environmental specifications.
9. Structural excavation or backfill, backfill of interior walls or footings.
10. Overexcavation of pole footings.
11. Waterproofing, or drain pockets.
12. Dewatering, "mucking", drying of materials, or pumping of nuisance water or ground water.
13. 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.
14. Grading, leveling, or removal of spoils for scaffolding.
15. Excavation to top of footing for walls or structures. Excavation will be made to subgrade.
16. Supply or installation of geo-synthetics, geo-grids, rock, gravel, soil cement or lime treatment.
17. Backfilling of sidewalks, flatwork, curbs, planters, paving, or other improvements.
18. Fine grade of landscape areas, or screening of soils for landscape use. Furnishing or placing of topsoil or amendments.
19. SWPPP implementation, monitoring, maintenance, or removal, including gravel entries and rattle plates.
20. Slot cutting, shoring, lagging, bracing, or underpinning.
21. Handling or disposing of hazardous materials.
22. Handling, disposing, or exporting of spoils generated by other trades.
23. Potholing, locating, relocating, abandoning, disconnecting or removal of utilities, cesspools, wells, septic tanks, or other buried objects.
24. Protection, support, shoring, bracing, or encasing of any existing utilities.
25. Tree or vegetation protection or fencing.
26. Cost of construction water. Adequate, developed water to be provided on-site.
27. Traffic control, signs, flagging, barricades, safety fencing or sweeping.
28. Regrading after improvements have been started by others.
29. Weed abatement or re-clearing due to the passing of time.
30. Regrading due to weather events or damage by others.
31. Grading around risers. All risers to be cut below subgrade elevations prior to fine grade beginning.
32. Dust control when we are not actively working onsite.
33. 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.
34. Soil sterilization or termite control.
35. Pre-saturation of subgrade for concrete slabs or other improvements.
36. Rock breaking or rock excavation that cannot be completed productively with the onsite equipment.
37. Screening/disposal of oversized materials. Screening, picking, or disposal of trash or deleterious materials.
38. Construction of, grading for, or removal of crane access or fire truck roads/ramps.
39. Air pollution plan, notification, or control.
40. Vegetated swales.
41. Supply or installation of piping, gravel, fabric, mulch, or bio media.
42. Repair of damage by others.
43. Additional insurance requirements.
44. 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. See alternate(s) for any off-site work.

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.

Asphalt Paving

Proposal and Contract

Toro Enterprises, Inc.
P.O. Box 6285
Oxnard, CA. 93031
P: 805-483-4515
F: 805-483-2001

www.toroenterprises.com
License No. 710580 A
CA DIR #1000002410
Toro Enterprises, Inc. Is an
Equal Opportunity Employer

11/07/25

QUOTE #15020R1 FREEMONT MS RECONSTRUCTION AC PAVING

TO VIOLA CONSTRUCTORS

Client #	Description	Quantity	U/M	Unit Price	Ext Price
1	MOBILIZATION	2.000	EA	$4,700.00	$9,400.00
2	MANAGEMENT, SUPERVISION, ETC.	1.000	LS	$16,500.00	$16,500.00
SEQUENCE 1 AC					
3	INSTALL REDWOOD HEADER	685.000	LF	$ 19.00	$13,015.00
4	3" AC ON 3" CAB BASKETBALL COURTS	28,745.000	SF	$ 4.55	$130,789.75
5	3" AC ON 8" CAB PARKING LOT	27,155.000	SF	$ 6.90	$187,369.50
6	3" AC ON 15" CAB FIRE LAN/DRIVE AISLES	49,000.000	SF	$ 9.85	$482,650.00
7	BALANCE PAVING FROM +/- 0.5'	104,900.000	SF	$ 0.30	$31,470.00
8	AC TRENCH PAVING - 6" DEPTH FIGURED	795.000	SF	$ 13.20	$10,494.00
9	SEAL COAT AC PAVING (2 COATS)	1.000	LS	$42,635.00	$42,635.00
10	STRIPING AND SIGNAGE	1.000	LS	$10,900.00	$10,900.00

11	BASKETBALL COURT STRIPING	8.000	EA	$3,000.00	$24,000.00
SEQUENCE 1 AC					**$933,323.25**
SEQUENCE 2 AC					
12	3" AC ON 8" CAB PARKING LOT	3,501.000	SF	$ 11.50	$40,261.50
13	AC TRENCH PAVING - 6" DEPTH FIGURED	2,900.000	SF	$ 9.30	$26,970.00
14	SEAL COAT (2 COATS)	1.000	LS	$3,400.00	$3,400.00
15	BALANCE AC PAVING FROM +/- 0,5'	3,501.000	SF	$ 1.60	$5,601.60
16	STRIPING AND SIGNAGE	1.000	LS	$3,575.00	$3,575.00
SEQUENCE 2 AC					**$79,808.10**
17	OFFSITE AC PATCHING	1.000	LS	$23,700.00	$23,700.00
18	STRIPING REPAIR	1.000	LS	$1,800.00	$1,800.00
ALT					
19	TENNIS COUURT	950.000	SF	$ 3.70	$3,515.00
Grand Total:					**$1,068,046.35**

ESTIMATOR: BEN R.

Date:_____ **Accepted By:**_____

STANDARD CONDITIONS

1. THE ABOVE PRICES EXPIRE ON 12/31/2025 AND ARE BASED ON DSA SITE PLANS FREEMONT DATED 01/17/25
2. ALL PROPOSALS MUST BE SIGNED AND RETURNED WITHIN 30 DAYS OF BID IN ORDER TO SECURE MATERIAL PRICES AND AVAILABILITY.
3. THE ABOVE PRICE IS BASED ON 4 MOVE INS. COST FOR ADDITIONAL MOVES ARE $5,500.00 EACH.
4. ALL SUBGRADE TO BE RECEIVED FROM +/-.5' COMPACTED.
5. GENERAL CONTRACTOR TO PROVIDED SANITATION UNIT AND CONSTRUCTION WATER.
6. GENERAL CONTRACTOR TO PROVIDE WASH OUT PIT FOR READY MIX TRUCKS.
7. PRICES ARE SUBJECT TO CHANGE IF THERE ARE ANY VARIATIONS TO THE ABOVE QUALIFIED STRUCTURAL SECTIONS AND FINISH.
8. 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.
9. THIS PROPOSAL AND TERMS MUST BE ACCEPTED AS PART OF THE CONTRACT AND SO SPECIFIED IF A SPECIAL CONTRACT FORM IS USED.
10. FOUR WEEK ADVANCE NOTICE IS REQUIRED FOR SCHEDUELING.
11. IF STAKES FOR CONCRETE FORMWORK CAN NOT BE DRIVIN DUE TO FOOTINGS OR ANY OTHER OBSTRUCTIONS; IT SHALL BE PAID ON A TIME AND MATERIAL BASIS.
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. THE ABOVE BID IS NOT DIVISIBLE. ALL ITEMS IN THIS QUOTATION MUST BE ACCEPTED FOR THE PRICES SET FORTH ABOVE TO BE EFFECTIVE.
15. ALL WORK IS TO BE FIELD MEASURED AND PAID FOR AT THE APPROPRIATE UNIT OR LUMP SUM PRICES. WORK FOR WHICH THERE IS NO UNIT OR LUMP SUM PRICES WILL BE PAID FOR AS EXTRA WORK.
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. QUANTITIES ARE APPROXIMATE AND ACTUAL QUANTITIES WILL BE FIELD MEASURED AT COMPLETION OF WORK TO DETERMINE PAYMENT AT THE ABOVE UNIT PRICES.
18. THE ABOVE QUANTITIES AND UNIT PRICES ARE SUBJECT TO CHANGE WHEN FINAL PLANS HAVE APPROVED AND SUBMITTED TO TORO ENTERPRISES, INC.
19. TORO ENTERPRISES, INC. IS NOT RESPONSIBLE FOR DAMAGE TO CONCRETE AND/OR UTILITIES CAUSED BY OTHERS.
20. PROTECTION OF CONCRETE AFTER PLACEMENT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
21. ALL UNIT PRICES ARE SUBJECT TO THE AVAILABILITY OF MATERIALS FROM LOCALLY APPROVED SUPPLIERS.
22. ALL WORK COMPLETED IN ANY ONE MONTH WILL BE BILLED BY THE 25TH OF SAID MONTH WITH PAYMENT OF 95% DUE BY THE 10TH OF THE FOLLOWING MONTH. THE REMAINING 5%(RETENTION) IS DUE AND PAYABLE NOT LATER THAN 35 DAYS FROM COMPLETION OF OUR CONTRACT ITEMS.
23. TIME AND MATERIAL (RENTAL) IF REQUIRED TO BE PAID IN FULL MONTHLY, WITH NO RETENTION HELD.
24. IF QUANTITIES DECREASE MORE THAN 15%, UNIT PRICES ARE SUBJECT TO CHANGE.

STANDARD EXCLUSIONS

1. TRAFFIC CONTROL PLAN, CONSTRUCTION SIGNS, POSTING.
2. ENGINEERING, TESTING, PERMITS, BONDS, SURVEY STAKING, SPECIAL INSURANCE.
3. EXCAVATION, SUBGRADE PREPARATION, REMOVALS, SAWCUTTING, AND BACKFILL.
4. REMOVAL/REPLACEMENT/RELOCATION OF WATER METER BOXES/VALVES/UTILITIES
5. BIKE RACK, ROOF DRAINS, SPLASH PADS, HANDRAIL, CORING, SLEEVES, TRANSFORMERPAD, BOLLARDS, WALLS AND FOOTINGS OF ANY KIND, MONUMENT SIGN.
6. IMPORT / EXPORT
7. LOCAL DEPRESSIONS, FRAMES AND GRATES, AREA DRAINS, CATCH BASINS, FILTERS.
8. EQUIPMENT FOOTINGS.
9. FENCE FOOTINGS
10. FLAG POLE FOOTINGS
11. PARKWAY DRAINS
12. TRENCH DRAINS
13. ROOT PRUNING OR GRINDING.
14. TRASH ENCLOSURE WALLS, FOOTING, AND HARDWARE.
15. ANY AND ALL STRUCTURAL CONCRETE UNLESS STATED ABOVE.
16. COLORED CONCRETE
17. SEATWALLS
18. BENCHES, PLANT POTS, PATIO FURNATURE.
19. COLD MILLING
20. STORM WATER POLLUTION CONTROL PLAN OR IMPLEMENTION.
21. COMPACTION TESTING
22. LIQUIDATED DAMAGES
23. WEED KILL
24. PRIME COAT, SLURRY SEAL, FOG SEAL.
25. SPECIFICALLY EXCLUDED FROM THIS PROPOSAL ARE BACK-FILL OF CONCRETE.
26. EROSION CONTROL
27. UNLESS SPECIFICALLY STATED ELSEWHERE, CLEANUP OF SPOILS CAUSED BY "OTHERS" IS EXCLUDED.
28. TORO ENTERPRISES, INC. ASSUMES NO RESPONSIBILITY FOR SETTLEMENT WITHIN THE LIMITS OF UTILITY TRENCHES DONE BY OTHERS.

29. CONCRETE PAVING HEADER
30. REDWOOD HEADER
31. SUBGRADE PREPARATION BEYOND FINE GRADING
32. TREEWELL FRAME AND GRATES
33. SAWCUTS / LAYOUT
34. ROOT BARRIER
35. BIO SWALE
36. DEWATERING
37. SEWER BY-PASS
38. STAIRS
39. HOME OWNER NOTIFICATION
40. LANDSCAPE RESTORATION
41. IRRIGATION RELOCATION
42. GATE TRACK FOOTING
43. 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.

R.C. BECKER SINCE 1959

Excavating, Grading, and Paving Contractor
License No. 258762 / DIR No. 1000001096

Date: October 29, 2025
Bid To: Viola Inc.
5811 Olivas Park Drive, Suite 204
Ventura, CA 93003

Attn: Estimating
Phone: (805) 487-3871 Ext 203
Email: estimating@violainc.com

28355 Kelly Johnson Parkway
Santa Clarita, CA 91355
Phone (661) 259-4845
Fax (661) 259-9869

RE: Fremont Middle School Reconstruction Project
Asphalt

Bid# 088-25

We have reviewed the plans and specifications for the above project and our bid and estimated quantities to complete the work are listed below all in accordance with Green Book Requirements and Addendum 1

Contract price includes Labor, Equipment, and Material to Complete the following Scope of Work:

Item	Description	Quantity	Units	Unit Price	Extension
	Onsite Sequence 1				
1	Fine grade Subgrade from +/- 0.1' to balance	101,960	SF	$0.51	$ 51,999.60
2	3" CAB	28,490	SF	$1.60	$ 45,584.00
3	8" CAB	27,493	SF	$3.92	$ 107,772.56
4	15" CAB	45,977	SF	$6.05	$ 278,160.85
5	2"x6" Wood Header	206	LF	$17.97	$ 3,701.82
6	3" Asphalt Paving	101,960	SF	$2.77	$ 282,429.20
7	Double Seal Coat	101,960	SF	$0.72	$ 73,411.20
8	Signing and Striping	1	LS	$32,760.00	$ 32,760.00
	Onsite Sequence 2				
9	Fine grade Subgrade from +/- 0.1' to balance	3,340	SF	$2.11	$ 7,047.40
10	8" CAB	3,340	SF	$4.96	$ 16,566.40
11	3" Asphalt Paving	3,340	SF	$5.09	$ 17,000.60
12	Double Seal Coat	3,340	SF	$1.80	$ 6,012.00
13	Signing and Striping	1	LS	$2,640.00	$ 2,640.00
	Offsite Sequence 1				
14	7" Asphalt Base Paving	1,217	SF	$20.87	$ 25,398.79
15	2" Grind Existing Asphalt	1,264	SF	$8.01	$ 10,124.64
16	2" Asphalt Cap Paving	2,481	SF	$3.55	$ 8,807.55
	Offsite Sequence 2				
17	7" Asphalt Base Paving	231	SF	$22.39	$ 5,172.09
18	2" Grind Existing Asphalt	577	SF	$8.01	$ 4,621.77
19	2" Asphalt Cap Paving	808	SF	$7.34	$ 5,930.72
				Total =	**$ 985,141.19**
	Alternate				
	Deduction for using Class 2 Base in place of CAB	1	LS	$ (92,190.00)	$ (92,190.00)

Standard Exclusions:

AB219 Concrete Fees, Signing, Fog Seal, Prime Coat, Slurry Seal, Utility Adjusting, Engineering, Staking, Testing, Permits/Permit Fees, Bonds/Bond Fees, Potholing, Traffic Control Plan, Cost of construction water/fees, Import or Export (offsite) of processed materials or earth materials, Nuisance water control & dewatering, SWPPP's plans and/or implementation, Decorative paving, Night Work, Weekend Work and ITEMS NOT SPECIFICALLY LISTED IN SCOPE OF WORK.

Site Specific Exclusions:

Hauling Excess Dirt (Dirt to balance within paving limits, Traffic Control

Qualifications:

The unit prices in this proposal will remain in effect for all work completed
Through the Date of: 12/30/25
Unit prices after this date to be re-negotiated to cover anticipated escalation on labor and materials. Items which are not specifically enumerated in the proposal are not included in the bid.
Prices quoted are calculated on a ONE move-in basis. An additional charge will be incurred for each succession resumption of work as follows:

Grading: $4,000.00 **Paving:** $ 5,000.00 **Concrete:** N/A

Accepted By:

Dated:

Submitted By: *Vince Tellez*

Date: *October 29, 2025*

Site Concrete

GENERAL ENGINEERING CONTRACTORS

Proposal and Contract

Toro Enterprises, Inc.
P.O. Box 6285
Oxnard, CA. 93031
P: 805-483-4515
F: 805-483-2001

www.toroenterprises.com
License No. 710580 A
CA DIR #1000002410
Toro Enterprises, Inc. Is an
Equal Opportunity Employer

11/07/25

QUOTE #15020R1 FREEMONT MS RECONSTRUCTION SITE CONCRETE

TO VIOLA CONSTRUCTORS

Client #	Description	Quantity	U/M	Unit Price	Ext Price
1	MOBILIZATION	3.000	EA	$7,000.00	$21,000.00
2	MANAGEMENT AND SUPERVISION, ETC.	1.000	LS	$85,000.00	$85,000.00
3	MOCK UPS PEDESTRIAN AND VEHICULAR CONCRETE	2.000	EA	$2,500.00	$5,000.00
4	JOINT SEAL MOCKUPS	3.000	EA	$4,025.00	$12,075.00
SEQUENCE 1 CONCRETE					
5	14" CURB ONLY PER DETAIL 5 C-5.0	3,925.000	LF	$ 35.65	$139,926.25
6	GRAVITY CURB PER DETAIL 6 C-5.0	125.000	LF	$ 200.00	$25,000.00
7	19" MOW STRIP PER DETAIL 11 C-5.0	185.000	LF	$ 63.25	$11,701.25
8	9" MOW STRIP PER DETAIL 11 C-5.0	460.000	LF	$ 55.00	$25,300.00

9	ROLLED CURB PER DETAIL 8 C-5.0	90.000	LF	$ 160.00	$14,400.00
10	CURB STEP OFF PER DETAIL J L-1.6	115.000	LF	$ 36.90	$4,243.50
11	8" RIBBON ON 8" CAB PER DETAIL 10 C-5.0	2,634.000	SF	$ 32.25	$84,946.50
12	4" PEDESTRIAN PCC ON 4" CAB PER DETAIL 2 C-5.0	41,345.000	SF	$ 20.00	$826,900.00
13	12" VEHICULAR PCC ON 7" CAB PER DETAIL 2 C-5.0	13,560.000	SF	$ 38.00	$515,280.00
14	8" ENCLOSURE SLAB ON 16" CAB PER DETAIL 2 C-5.0	1,205.000	SF	$ 36.65	$44,163.25
15	BACKFILL CURBS, MOW STRIPS AND BANDS	4,900.000	LF	$ 2.65	$12,985.00
16	BALANCE CURB, STRIPS AND BANDS FROM +/- 0.5'	4,900.000	LF	$ 7.75	$37,975.00
17	BALANCE RIBBON FROM +/- 0.5'	2,634.000	SF	$ 5.65	$14,882.10
18	BALANCE PEDESTRIAN CONCRETE FROM +/- 0.5'	41,345.000	SF	$ 2.55	$105,429.75
19	BALANCE VEHICULAR CONCRETE FROM +/- 0.5'	13,560.000	SF	$ 2.60	$35,256.00
20	BALANCE ENCLOSURE FROM +/- 0.5'	1,205.000	SF	$ 6.15	$7,410.75
21	PCC RISERS PER DETAIL B L-1.6	25.000	LF	$ 240.00	$6,000.00
22	PATCH CONCRETE WALK - NATURAL GREY) 4" PCC FIGURED	30.000	SF	$ 26.00	$ 780.00
23	LIGHT STANDARDS (8' HIEGHT - 2' DIA)	36.000	EA	$1,700.00	$61,200.00
24	INSTALL BOLLARDS PER DETAIL 5 C-5.3	11.000	EA	$1,325.00	$14,575.00
25	TRUNCATED DOMES	134.000	SF	$ 61.45	$8,234.30
SEQUENCE 1 CONCRTE					**$1,996,588.65**
SEQUENCE 2 CONCRETE					
26	14" CURB ONLY PER DETAIL 5 C-5.0	225.000	LF	$ 32.00	$7,200.00
27	GRAVITY CURB PER DETAIL 6 C-5.0	595.000	LF	$ 165.00	$98,175.00
28	8" RIBBON ON 8" CAB PER DETAIL 10 C-5.0	50.000	SF	$ 40.40	$2,020.00
29	4" PEDESTRIAN PCC ON 4" CAB PER DETAIL 2 C-5.0	3,460.000	SF	$ 20.85	$72,141.00
30	BACKFILL CURBS	820.000	LF	$ 3.10	$2,542.00
31	BALANCE CURBS FROM +/- 0.5'	820.000	LF	$ 9.00	$7,380.00
32	BALANCE RIBBON FROM +/- 0.5'	50.000	SF	$ 2.20	$ 110.00
33	BALANCE PEDESTRIAN CONCRETE FROM +/- 0.5'	3,460.000	SF	$ 2.55	$8,823.00
34	TRUNCATED DOMES	50.000	SF	$ 61.45	$3,072.50
SEQUENCE 2 CONCRETE					**$201,463.50**
OFFSITE IMPROVEMENTS					

35	6" X 18" CURB AND GUTTER ON NATIVE	165.000	LF	$ 51.15	$8,439.75
36	4" SIDEWALK ON NATIVE	4,395.000	SF	$ 7.75	$34,061.25
37	7" PCC DRIVEWAY ON 4" CMB	1,505.000	SF	$ 18.00	$27,090.00
38	7" PCC X GUTTER ON 4" CMB	1,135.000	SF	$ 18.00	$20,430.00
39	BALANCE SIDEWALK, DRIVEWAY AND X GUTTERS	7,035.000	SF	$ 3.70	$26,029.50
40	TRUNCATED DOMES	58.000	SF	$ 65.00	$3,770.00
41	TRAFFIC CONTROL	1.000	LS	$11,550.00	$11,550.00
OFFSITE IMPROVEMENTS					**$131,370.50**
BASE BID					**$2,452,497.65**
ALTERNATE SELECTIVE OFFSITE DEMO					
42	MOBILIZATION	1.000	EA	$3,400.00	$3,400.00
43	HARDSCAPE DEMO AND EXCAVATION	1.000	LS	$43,800.00	$43,800.00
44	CLEAR AND GRUB	1.000	LS	$6,800.00	$6,800.00
45	REMOVE CHAIN LINK FENCING	875.000	LF	$ 35.00	$30,625.00
SELECTIVE OFFSITE DEMO TOTAL					**$84,625.00**
46	INSTALL 4" CAB FOR CURB ONLY	3,925.000	LF	$ 19.40	$76,145.00
47	ADDITIONAL OFFSITE SIDEWALK	2,460.000	SF	$ 9.70	$23,862.00
Grand Total:					**$2,637,129.65**

ESTIMATOR: BEN R.

Date:_____ **Accepted By:**_____

STANDARD CONDITIONS

1. THE ABOVE PRICES EXPIRE ON 12/31/2025 AND ARE BASED ON DSA SITE PLANS FREEMONT DATED 01/17/25
2. ALL PROPOSALS MUST BE SIGNED AND RETURNED WITHIN 30 DAYS OF BID IN ORDER TO SECURE MATERIAL PRICES AND AVAILABILITY.
3. THE ABOVE PRICE IS BASED ON 4 MOVE INS. COST FOR ADDITIONAL MOVES ARE $5,500.00 EACH.
4. ALL SUBGRADE TO BE RECEIVED FROM +/-.5' COMPACTED.
5. GENERAL CONTRACTOR TO PROVIDED SANITATION UNIT AND CONSTRUCTION WATER.
6. GENERAL CONTRACTOR TO PROVIDE WASH OUT PIT FOR READY MIX TRUCKS.
7. PRICES ARE SUBJECT TO CHANGE IF THERE ARE ANY VARIATIONS TO THE ABOVE QUALIFIED STRUCTURAL SECTIONS AND FINISH.
8. 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.
9. THIS PROPOSAL AND TERMS MUST BE ACCEPTED AS PART OF THE CONTRACT AND SO SPECIFIED IF A SPECIAL CONTRACT FORM IS USED.
10. FOUR WEEK ADVANCE NOTICE IS REQUIRED FOR SCHEDUELING.
11. IF STAKES FOR CONCRETE FORMWORK CAN NOT BE DRIVIN DUE TO FOOTINGS OR ANY OTHER OBSTRUCTIONS; IT SHALL BE PAID ON A TIME AND MATERIAL BASIS.

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. THE ABOVE BID IS NOT DIVISIBLE. ALL ITEMS IN THIS QUOTATION MUST BE ACCEPTED FOR THE PRICES SET FORTH ABOVE TO BE EFFECTIVE.
15. ALL WORK IS TO BE FIELD MEASURED AND PAID FOR AT THE APPROPRIATE UNIT OR LUMP SUM PRICES. WORK FOR WHICH THERE IS NO UNIT OR LUMP SUM PRICES WILL BE PAID FOR AS EXTRA WORK.
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. QUANTITIES ARE APPROXIMATE AND ACTUAL QUANTITIES WILL BE FIELD MEASURED AT COMPLETION OF WORK TO DETERMINE PAYMENT AT THE ABOVE UNIT PRICES.
18. THE ABOVE QUANTITIES AND UNIT PRICES ARE SUBJECT TO CHANGE WHEN FINAL PLANS HAVE APPROVED AND SUBMITTED TO TORO ENTERPRISES, INC.
19. TORO ENTERPRISES, INC. IS NOT RESPONSIBLE FOR DAMAGE TO CONCRETE AND/OR UTILITIES CAUSED BY OTHERS.
20. PROTECTION OF CONCRETE AFTER PLACEMENT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
21. ALL UNIT PRICES ARE SUBJECT TO THE AVAILABILITY OF MATERIALS FROM LOCALLY APPROVED SUPPLIERS.
22. ALL WORK COMPLETED IN ANY ONE MONTH WILL BE BILLED BY THE 25TH OF SAID MONTH WITH PAYMENT OF 95% DUE BY THE 10TH OF THE FOLLOWING MONTH. THE REMAINING 5%(RETENTION) IS DUE AND PAYABLE NOT LATER THAN 35 DAYS FROM COMPLETION OF OUR CONTRACT ITEMS.
23. TIME AND MATERIAL (RENTAL) IF REQUIRED TO BE PAID IN FULL MONTHLY, WITH NO RETENTION HELD.
24. IF QUANTITIES DECREASE MORE THAN 15%, UNIT PRICES ARE SUBJECT TO CHANGE.

STANDARD EXCLUSIONS

1. TRAFFIC CONTROL PLAN, CONSTRUCTION SIGNS, POSTING.
2. ENGINEERING, TESTING, PERMITS, BONDS, SURVEY STAKING, SPECIAL INSURANCE.
3. EXCAVATION, SUBGRADE PREPARATION, REMOVALS, SAWCUTTING, AND BACKFILL.
4. REMOVAL/REPLACEMENT/RELOCATION OF WATER METER BOXES/VALVES/UTILITIES
5. BIKE RACK, ROOF DRAINS, SPLASH PADS, HANDRAIL, CORING, SLEEVES, TRANSFORMERPAD, BOLLARDS, WALLS AND FOOTINGS OF ANY KIND, MONUMENT SIGN.
6. IMPORT / EXPORT
7. LOCAL DEPRESSIONS, FRAMES AND GRATES, AREA DRAINS, CATCH BASINS, FILTERS.
8. EQUIPMENT FOOTINGS.
9. FENCE FOOTINGS
10. FLAG POLE FOOTINGS
11. PARKWAY DRAINS
12. TRENCH DRAINS
13. ROOT PRUNING OR GRINDING.
14. TRASH ENCLOSURE WALLS, FOOTING, AND HARDWARE.
15. ANY AND ALL STRUCTURAL CONCRETE UNLESS STATED ABOVE.
16. COLORED CONCRETE
17. SEATWALLS
18. BENCHES, PLANT POTS, PATIO FURNATURE.
19. COLD MILLING
20. STORM WATER POLLUTION CONTROL PLAN OR IMPLEMENTION.
21. COMPACTION TESTING
22. LIQUIDATED DAMAGES
23. WEED KILL
24. PRIME COAT, SLURRY SEAL, FOG SEAL.
25. SPECIFICALLY EXCLUDED FROM THIS PROPOSAL ARE BACK-FILL OF CONCRETE.
26. EROSION CONTROL

27. UNLESS SPECIFICALLY STATED ELSEWHERE, CLEANUP OF SPOILS CAUSED BY "OTHERS" IS EXCLUDED.
28. TORO ENTERPRISES, INC. ASSUMES NO RESPONSIBILITY FOR SETTLEMENT WITHIN THE LIMITS OF UTILITY TRENCHES DONE BY OTHERS.
29. CONCRETE PAVING HEADER
30. REDWOOD HEADER
31. SUBGRADE PREPARATION BEYOND FINE GRADING
32. TREEWELL FRAME AND GRATES
33. SAWCUTS / LAYOUT
34. ROOT BARRIER
35. BIO SWALE
36. DEWATERING
37. SEWER BY-PASS
38. STAIRS
39. HOME OWNER NOTIFICATION
40. LANDSCAPE RESTORATION
41. IRRIGATION RELOCATION
42. GATE TRACK FOOTING
43. 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.

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

Viola, Inc 10/28/25

Reference: Fremont Middle School Reconstruction
Location: 1130 North M Street, Oxnard CA 93030

We propose to provide labor, materials, and equipment to perform the required concrete work on this project. The work will be performed in accordance with SVA's plans and specifications dated 10/1/24. One addendum 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. This proposal does not include non-regular working hours, including weekends and overtime. 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 agree to the construction schedule mutually.

4. This proposal is includes estimated cost increases for labor and materials through June 2028 based on reasonable assumptions. Any contract resulting from this proposal shall contain a "Fair And Equitable Escalation Clause." We cannot account for volatility in the market.

Budget Proposal

Building Cast-in-place Concrete:	
Classroom Building A+B:	$1,240,000.00
MPR Building	$721,000.00
ADMIN Building	$299,000.00
Trash/Elect Enclosure Ftg and Slab	$72,000.00
Site Work Concrete:	$1,970,000.00
Add: Vehicular Concrete btw MPR + Classrooms:	$170,960.00
Offsite Site Concrete:	$214,000.00
Light Pole Foundations:	$26,800.00

Solar Canopy Foundations:	$196,000.00
Ground Water Mitigation for Solar Ftgs:	$94,000.00
Add - Reinforcing Steel:	$1,050,000.00

Inclusions

1. Building concrete work includes Classroom A+B, MPR, Administration Building, and trash enclosure concrete.
2. Cost and fees for AB219 Legislation.
3. Excavation of new building foundations.
4. Formwork as required for new concrete work.
5. Supply and install of reinforcing steel.
6. Building slab depressions and concrete curbs.
7. Supply and installation of 15 mil. Vapor barrier.
8. Supply and installation of 6” thick gravel/rock layer under new building slabs.
9. Building 1 second floor 2.5” concrete fill over plywood at interior corridors.
10. Formwork installation for new foundation stem walls.
11. MPR Building pour-in-place concrete columns and elevated concrete beam.
12. Templates as required for reinforcing steel.
13. Installation of embeds in concrete (supplied by others).
14. Place and finish building foundations and slabs.
15. Place and finish building 5’’ slab over an aggregate 6’’ base and a vapor barrier.
16. Installation of elevator pit and walls.
17. Installation of 50,340 sqft P-11 gray standard sidewalk.
18. Installation of 7,746 colored concrete bands per P-22.
19. Installation of 129 lft concrete step out per P13.
20. Installation of 3,648 sqft 12” vehicular concrete per P16.
21. Installation of concrete stairs per ST-11.
22. Installation of 3,193 lft 6” concrete curb per R-102.
23. Installation of curb ramps per R-109.
24. Installation of 867 lft concrete gutter per R-116.
25. Installation of 280 lft retaining wall foundation per R-118.
26. Installation of 272 sqft curb ramp per note 5 on civils.
27. Installation of 329 lft gravity curb per note 13 on civils.
28. Installation of truncated domes per note 14 on civils.
29. Installation of 631 lft concrete mow strip per note 16 on civils.
30. Installation 238 sqft curb ramp per note 20 on the civils.
31. Installation of 410 left mow curb under fence per note 36 on civils.
32. Installation of (2) bollards per note 46 on civils (supply of bollards by others).
33. Installation of (1) flag pole foundation per 1 on L-1.6.
34. Installation of (11) bollards per detail A on L-1.6
35. Installation of (16) light pole bases per detail 1 on E6.03.
36. Installation of (2) EV charger foundations per E6.03.
37. Offsite Concrete:
    a. 4555 sqft PCC sidewalk per note 2 on offsite plans.
    b. 334 lft curb and gutter per note 3 on offsite plans.
    c. 1702 sqft concrete driveway per note 4 on offsite plans.
    d. 224 sqft curb ramp per note 5 on offsite plans.
38. Installation of solar canopy foundations.

39. Add: Installation of additional 8” concrete and 3” base at 14,920 sqft vehicular paving per note 3 on civils.
40. Installation of control and expansion joints as required in new concrete.
41. Curing of new concrete as required.
42. Concrete pump placement as required for DJS scope of work.
43. Supply and removal of concrete washout boxes as required for our scope of work.
44. Stockpile of earth spoils onsite (no more than 100’ from the excavation site).

Exclusions

1. 2nd floor cellcrete or lightweight concrete over plywood other than at hallways.
2. Demolition and sawcut of existing structures.
3. Sub-grade preparation and compaction (Subgrade to be left within +0 to -1/10 by others, if found to be unsuitable, a change order will be issued).
4. Mass excavation, over-excavation/re-compaction, and excavation into the rock if required.
5. All backfill (backfill by earth contractor).
6. Haul off and or export of our earth spoils from site.
7. Installation of signs, gate foundations, rolling gate concrete, and fence post foundations.
8. All site concrete work not included in the inclusions, including: catch basins, precast wheel stops, trench drain, drainage structures, concrete splash blocks, asphalt, pavers, supply of bollards, supply of truncated domes, etc.
9. Shade structure foundations, play equipment foundations, mechanical pads, HVAC pads.
10. Dewatering of excavations from surface water, rainwater, groundwater, or seepage.
11. Stormwater control pollution control.
12. Elevated drypack and grouting.
13. Joint sealants (supply and installation).
14. Sealed concrete, epoxy coatings (non-slip Texture), polished concrete, and finishes other than concrete.
15. Sealed concrete finishes other than a cure/sealer application that can be applied directly after concrete placement.
16. Concrete hardeners or fibers in concrete mix design.
17. Waterproofing.
18. Supply and furnishing of embeds, anchor bolts, and sleeves in cast-in-place concrete work.
19. Fees for bond and cost of bond if required.
20. Building and Site Engineered Survey.
21. Construction fencing.
22. Temporary construction enclosures, walls, plastic protection sheeting, and wall protection board.
23. Traffic control, flag men, pedestrian control, lane closures, and permits.
24. Access (access to our work, if needed, provided by others).
25. Water and power as required for completing our scope of work.
26. Precast concrete, GRFC concrete, supply and installation (if required).
27. Grouting under new structural steel base plates.
28. Locating and protection of existing underground utilities.
29. Concrete encasement of underground pipes and utilities.
30. Concrete work for other trades.

Sincerely,
DJS Team

Fencing

Golden Bay Fence plus Iron Works, Inc.

4104 S. B Street, Stockton, CA 95206 **Phone:(310)237-6882**
1711 S. Mojave Rd. Las Vegas, NV 89104 **Cell: (213)831-0870**
9800 La Cienega Blvd #200-5, Inglewood, CA 90301 **Email: cpunzalan@goldenbayfence.com**

Contractor License #:CA 664905,NV 0083465, WA GOLDEFP830QP DIR# 1000000720
Certified: Disadvantage Business Enterprise, Small Business Enterprise and Minority Business Enterprise

REVISE PROPOSAL

Attention: ESTIMATOR PG# 1

Company: CONTRACTOR Total # Pages 2

Project: FREMONT M.S. RECONSTRUCTION City: OXNARD

From: CARLOS PUNZALAN Date: 10/30/2025

If this transmission is incomplete please contact the originator at the above Phone Email

Bid Item	Section #	Description	Quantity	Unit Price	Total
1		8' tall Decorative metal Fence per detial 15/A-701.1	370	$ 325.00	$120,250.00
2		6'w x 8' tall dbl swing steel gate	21	$ 13,800.00	$289,800.00
3		6'w x 8' tall sgl swing steel gate	8	$ 11,200.00	$89,600.00
4		6' tall chain link fence	4,500	$ 62.00	$279,000.00
5		26'W Rolling gate G-51 (manual) sheet A2.0	1	$ 8,700.00	$8,700.00
6		10' tall Chain link fence at Tennis Court- F52	928	$ 108.00	$100,224.00
7		Vehicular steel Gate (Automated Exclude) G-43	1	$ 72,000.00	$72,000.00
8		Vehicular Gate CL dbl swing gate G53 (auto exclude)	6	$ 4,200.00	$25,200.00
				***Total:**	$984,774.00

***Total:** Includes Labor, Materials, & Applicable Sales Taxes.

Qualify: The following qualifications apply to our bid.

See Attachment A

Price quoted is for new chain link fencing professionally erected in place. Terms of payment: NET CASH DUE ON COMPLETION. 2% per month finance charge shall be charged if not paid when due. All property lines and gradestakes shall be established by purchaser and shall be the sole responsibility of purchaser. Purchaser shall provide any necessary building permits and is responsible for conforming the fence to all local building code requirements. Fence is to follow existing ground line unless otherwise provided in this contract. Obstructions of every nature which in any manner interfere with the erection of the fence shall be removed by purchaser prior to commencing of fence installation. Purchaser assumes responsibility for damage to any underground water, electrical, telephone, television, gas, sewer or other utility lines. In the event legal action is necessary to enforce any provisions of this contract the prevailing party shall be entitled to reimbursement for reasonable attorney's fees and costs.

NOTICE OF CANCELLATION

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.
I hereby cancel this transaction {Purchaser's Signature}: Date:

Golden Bay Fence plus Iron Works, Inc. - By:

Accepted By: **Date:**

{Please Print Name, then Sign and Date} Signature constitutes binding contract

NOTE: PRICE VALID FOR 30 DAYS OR THE TIME STATED IN THE REQUEST FOR QUOTATION WHICHEVER IS GREATER.

Certified: DBE, Cal Trans Certification #ct-009140. SBE # 0019415, & MBE -BART Certification #4065
Nevada Unified Certification DBE and SBE NV20531166NUCP
Union: Laborers Local 304, Local 872

Landscape

Project: FREMONT MS RECONSTRUCTION, OXNARD
Bid Date: 10/30/2025 **Bid Time:** 2:00 PM

The following is our proposal for the landscape and irrigation on the above referenced project per the plans and specifications limited to:

Architect: Architerra Design Group
Sheets: L-2.0 through L-2.6 and L-3.0 through L-3.5
Dated: 07/25/25
Spec. Sect.: 328400 & 329300
Wage: State Prevailing **Addenda:** 001

The intent of this proposal limits the performance of work as listed in the above plans, specifications, and addenda.
We will coordinate work with other applicable trades as required.
SEE ATTACHED BID BREAKDOWN

MARINA LANDSCAPE, INC. IS SIGNATORY TO THE OPERATING ENGINEERS, LABORERS, AND PIPE FITTERS UNIONS AND COMPLIES WITH ALL SKILLED AND TRAINED WORKFORCE REQUIREMENTS AS OUTLINE IN EXHIBIT F.

Marina is an established union contractor signatory to Operating Engineers, Pipefitters and Laborers Unions, with over 54 years of experience and the ability to bond our projects (add 1% as a change order to the contract).
Bond's will be supplied on Philadelphia Indemnity Insurance Company form.
This proposal is based on AGC Subcontract Agreement, if accepted, it will be part of our contract.

Qualifications:

- Site to be received in a clean, uncompacted, and weed free condition at +/-.10' of finished grade.
- Any areas requiring import of materials shall be received at prepared subgrade elevations.
- Spoils generated from plant excavations shall be spread onsite.
- Pricing includes two mobilizations; first mobilization for sleeving; second mobilization for irrigation and planting. Any additional moves shall be billed at a minimum rate of $ 2,000.00/each.
- Proposal and pricing are valid for (90) days from the date of this proposal.
- Base proposal including any additive or deductive alternates or optional scope must be executed within (30) days of award of contract.
- Marina reserves the right to reject contract if base bid scope is not executed.
- Landscape trenches shall be performed with conventional equipment and methods; any required use of backhoes, jack hammers, track-hoes, blasting, de-compaction by ripping, excavation in caliche or other natural rock conglomerates, tree roots, underground construction or other obstructions, shall be subject to time and material rates and not included as part of this proposal.
- Any large trees or palms, pipe and wire shall be installed prior new paving or hardscape.
- Protection of paving or hardscape by others.
- Adequate equipment access, including access for hoisting must be provided by General Contractor/ Owner; restrictions to equipment accessibility will be subject to T&M rates. Standby rates are $75.00 per man, per hour, equipment rates are $135.00/hour.
- Designated areas for hydroseeding or erosion control shall be clearly defined by an authorized representative.
- Water shall be made available on-site or within a 1/4 mile radius of proposed work areas at all times, with a minimum 2 1/2" size outlet and capable of providing 100 psi or better (Fire hydrant or water tower).
- Highway/roadway projects will require a 4,000 gallon water truck to be supplied by others.
- All seeds within seed mixes are subject to availability.
- We cannot guarantee germination of seed, unless installed & maintained by Marina Landscape Inc.
- Unless noted on bid breakdown, all site furnishing quotes are valid for a period of (30) thirty days from the date of this proposal and may require a 4-12 week lead time.
- Should site furnishings be awarded with the base bid scope, general contractor or owner shall issue a deposit of no less than 50% of the value of each awarded item within 30 days. Any delays caused by General contractor/Owner that would require manufacturer to store the material more than one week, upon completion of fabrication per mutually agreed schedule, may require storage fees. Any changes to or cancellations of orders may incur a penalty charge. Custom orders may not be changed or cancelled and returns may be subject to a disposition or re-stocking fee.
- All plant material is subject to availability and treated as a perishable commodity, no guarantee can be provided for material installation. If plant materials are available for a 'Contract-Grow Agreement' and time-permitted, the Owner/General Contractor may execute this option to ensure plant availability, which will require a deposit of 50%, this fee to be paid by General Contractor/Owner within (30) thirty days of execution of agreement.
- Marina will not begin the submittal process until either a contractual agreement, notice to proceed (NTP), or letter of intent (LOI) is received. Submittals and shop drawings shall be subject to billable dues and paid for prior to beginning the submittal process. Contractor agrees to pay for any/all advanced purchased material goods or deposits for this project once submittal is approved. Marina to provide a schedule of values with a mobilization item outlining the above deposits or contract-grow fee schedule. All orders must be in writing and subject to acceptance by Marina - no verbal orders will be accepted.
- Cancellation of orders will not be accepted without prior written authorization and subject to additional charges up to 100% of total prices based on incurred costs by Marina at time of cancellation.
- Marina will not be responsible for areas destroyed or damaged by pedestrians, other contractors, weather, acts of God or anything beyond our control.
- If the owner/agency requests for more than three change orders, and these are not approved. If we are directed to proceed on an entitlement

trial basis, there will be a $3,000 cost per change order.
- Marina will not do any T&M work on any change order that has a defined scope of work. Marina will only do time and material work on disputed work, exploratory work, or scopes that does not have a defined parameter.
- If Time and Material work is not paid within 90 days of submission, interest will accrue at 2% compounded interest per month.
- Irrigation system to connect to potable water source.
- Controller "C" (noted on Sheet L-2.2 without legend or detail) to be furnished as new Calsense model CS-3000, 48 stations.
- No temporary irrigation included for existing landscape areas during Sequence 2.
- Existing irrigation assumed to remain operable until demolition begins.
- Any temporary irrigation required to maintain existing landscape prior to demolition shall be by others.% QE %>

Exclusions: Unless specifically noted on price breakdown as part of this proposal.

- Import/export of soil/topsoil.
- Demolition, removals, rock removal, clearing, grubbing, roadside clearing.
- Permits/testing/auditing/inspection fees, sand testing per OSHA.
- Water meters, water costs/fees, hot-tapping or service lines.
- Utility identification, pot-holing or navigating around existing utilities that are not buried at a depth consistent with state/ local building codes.
- Electrical meters, pedestals or service line connections including but not limited to temporary or permanent electrical power and connection to irrigation controllers and/or irrigation booster pumps.
- Saw-cutting, breaking or removal of asphalt paving or concrete, temporary or permanent patching of concrete or asphalt, trench plates.
- Coring, boring, jacking or hydraulic drilling.
- Traffic control, survey, drainage, waterproofing, concrete paving or mowcurbs, masonry, fencing, asphalt paving, temporary facilities, construction of tree wells, site furnishings.
- Protection or protection devices, relocation, repair, or maintenance of existing landscaping, utilities, or hardscape.
- Stormwater pollution prevention plans, monitoring or implementation of BMP's or erosion control, lead compliance, street-sweeping or dust control.
- Removal, disposal or maintenance of all erosion control BMP's.
- De-watering or handling of wet materials.
- Guarantee of seed germination or over-seeding, seed watering, inspection, protection.
- Grading or restoration to disturbed previously graded areas.
- Unit price shall prevail according to quantity specified on bid breakdown.
- All items will be field-measured per quantities installed for final billing.
- Payment & Performance Bonds. (If requested, bonds may be added as a change order to the proposed contract at a rate of 1%).
- Overtime, nightwork, or task lighting.
- Project labor or stabilization agreements.
- Community or project workforce agreement.
- Landscape scope of work at offsite plan set.
- Water meters, tree ring grates, downspout splash blocks, drainage gravel, permeable gravel and other surfaces.
- Interim maintenance.
- Consequential damages.

Should you have any questions or comments please do not hesitate to contact me.

Joseph Fuentes (714) 939 6600 Mobile (714) 704 0469 Direct DIR Registration Number: 1000000079

By signing this proposal, you hereby agree to accept all pricing, qualifications and exclusions, and award the contract to Marina Landscape. This proposal and bid breakdown will be added as an Exhibit to the subcontract agreement without any modification.

Signature: _____ Date: _____

Full Name: _____ Title: _____

MARINA LANDSCAPE, INC.
3707 W. Garden Grove Blvd., Orange, CA 92868
From: Joseph Fuentes
(714) 939 6600 Mobile
(714) 704 0469 Direct

Project: **FREMONT MS RECONSTRUCTION**
Location: **OXNARD**
Bid Date: **10/30/2025**
Bid Time: **2:00 PM**

Item	Description	Quantity	U/M	Unit Cost	Total
	BASE BID				
	MARINA LANDSCAPE, INC IS SIGNATORY TO OPERATING ENGINEERS, LABORERS, AND PIPE FITTERS UNION AND CONFORMS TO ALL REQUIREMENTS OF SKILLED AND TRAINED WORKFORCE AS REQUIRED PER EXHIBIT F.				
B1	IRRIGATION, PLANTING & 90-DAY MAINTENANCE	1	LS	$ 1,383,000.00	$ 1,383,000.00
	- Excludes sod, hydroseeding, and interim maintenance, please see items below				
B2	HYDROSEED GRASS FIELD	663,740	SF	$ 0.07	$ 46,461.80
	- Slurry mix for seed application shall include 130.68 lbs/ac Bermuda seed mix, 2,000 lbs/ac wood fiber mulch, 300 lbs/ac 15-15-15 commercial fertilizer, and 100 lbs/ac M-binder.				
	TOTAL BASE BID				**$ 1,429,461.80**
	ADDITIVE OPTIONS TO BASE BID (NOT INCLUDED IN THE BASE BID ABOVE)				
A1	INTERIM MAINTENANCE FOR SEQUENCE 2	8	MONTHS	$ 4,475.00	$ 35,800.00
A2	BIORETENTION PER DETAIL 1/ C-5.5	0	0	$ 0.00	$ 0.00
	- Excludes slope 3:1, drywell system, storm drainpipe, rip rap, excavation, removal, sub-grade preparation.				
	- Includes the following items only:				
A2.1	24" DEPTH OF PLANTING MEDIA MIX	3,716	CY	$ 152.00	$ 564,832.00
A2.2	15" DEPTH OF 3/4" WASHED GRAVEL	3,030	TON	$ 93.00	$ 281,790.00
A2.3	MIRAFI 140N FILTER FABRIC	46,790	SF	$ 0.55	$ 25,734.50
A3	REGAL STANDARD BENCHES	18	EA	$ 1,045.00	$ 18,810.00
	- Model: REGAL STANDARD BENCH WITHOUT BACK #B6RCSM.				
A4	TRASH RECEPTACLES PER DETAIL C/ L-1.7	17	EA	$ 1,900.00	$ 32,300.00
	- Model: STANDARD REGAL #TR32; DOME LID #DOME32.				
	TOTAL ADDITIVE OPTIONS TO BASE BID (NOT INCLUDED IN THE BASE BID ABOVE)				**$ 959,266.50**
	ALTERNATES				
	ADD ALT 1: SOD PER PLAN	663,740	SF	$ 1.31	$ 869,499.40
	GRAND TOTAL				**$ 3,258,227.70**

LANDSCAPE ELITE CONSTRUCTION

Lic. # 967955 || DIR #1000008210 || WMBE #12070135

Proposal

To: Viola
Contact: Estimating
Project Name: Fremont Middle School Sequence 1 & 2
Location: Oxnard
Plan Date: 7/25/2025

Estimator: SC
DATE October 30, 2025
JOB NO: ELC 24-289
Addenda: 1-
Sheets: L

Scope:

Irrigation

3	Controller		Gate Valves
	Weather Sensor		Quick Couplers
2	Backflow		Remote Control Valves
	Mainline		Drip Valves
	Sleeving		Root Watering Zones
	Lateral Line		Rotors
2	Master Valve		Drip Tubing
2	Flow Sensor		Backflow Certificate
	Booster Pump		Irrigation Audit

Planting

QTY		QTY	
	Soil Test	4	36" Box Trees
786,835 sf	Fine Grading, Soil Preparation, Amendments	52	24" Box Trees
123,503 sf	Walk On Bark	26	15 Gallon Trees
	Root Barriers	310	15 Gallon Shrubs
	Tree Staking	3,301	5 Gallon Shrubs
663,332 sf	Hydroseed	12,164	1 Gallon Shrubs

Maintenance

90-Day Maintenance Period

Proposal Total	**$3,072,300.00**
Irrigation	$ 1,823,700.00
Planting	$ 1,219,800.00
Maintenance	$ 28,800.00

Add Alternate No 1: Sod

$ 632,400.00

663,332 sf Hydroseed in lieu of Hydroseed

This proposal is subject to the following exclusions, conditions, and terms:

Elite Landscape Construction, Inc. is signatory to both Laborers International Locals, Includes prevailing wages, per CA DIR, in effect at time of bid.

Elite Landscape Construction, Inc. is compliant with Assembly Bill 566 (AB 566) "Skilled & Trained Workforce".

Elite Landscape Construction, Inc. is a wholly owned/operated Women's Minority Business Enterprise (WMBE).

Elite Landscape Construction, Inc. requires all retentions be released, no later than 45 days after the landscaping improvements have been completed (exclusive of any establishment period concerning the landscape plantings).

Proposal includes ONLY those items called out, as well as their supporting appurtenances. Items not included within the itemized proposal are not included within the proposed pricing. Proposal price is contingent upon contracting all Bid Items proposed herein.

This proposal is valid for 90 days from date noted above.

This proposal is to be incorporated into contract documents making it a part of such contract.

Cost of performance and completion bonds, insurance endorsements, Waivers of Subrogation is not included. **Bond rate is approximately 2% additional.**

Site preservation and **restoration** is NOT included. Repair of contracted services damaged by other trades is NOT included. Any existing irrigation to be abandoned in place and will only be removed when in conflict with site amenities.

Proposal includes **3 (THREE)** move-ins. ADDITIONAL move-ins at $2,500.00 per re-mobilization.

Overtime, Weekend Work, Accelerated Schedule or Hand Watering Plants is NOT included.

Site must be within **+/- .10 foot of finish grade** and accessible for labor & equipment to support Scope of Work.

Drainage, electrical (except final connections), fencing, concrete pads and mow strips are NOT included

Clearing and grubbing, excavation, rough grading, import/export of sand, soil or lime removal (except as noted) & sub-grade preparation for Bio-swales is NOT included.

Saw-cutting, demo, patch back of existing surfaces, **relocating utilities** and/or utility boxes, **directional boring, rock removal** by hammering, drilling and blasting, **disposal** of construction debris is NOT included.

SWPPP (Storm Water Pollution Prevention Program) specifically excluded, Including, but not limited to: Straw bales/wattles; Jute netting; Gravel bags; Dust Control etc. is NOT included. Guidelines will be followed.

Traffic Control, Barricades, & Site Construction Fencing, existing tree protection is NOT included.

Permits, permit and gov't fees, engineering, construction surveying and staking, testing and inspection services is NOT included

Water and electrical service and/or **TESCO PANEL/WATER METERS** is NOT included

ELC's standard insurance of $1,000,000 per occurrence, $2,000,000 aggregate is included

All Contract documents shall be bound by California Public Contract Code and California Labor Code

Any potential claims for remedy shall originate by way of a written 48-hour notice sent via certified mail or overnight service (such as FedEx, California Overnight, UPS Overnight, etc.). Time to remedy shall start at receipt of said notice by ELC, Inc

Underground Utilities

GENERAL ENGINEERING CONTRACTORS

Proposal and Contract

Toro Enterprises, Inc.
P.O. Box 6285
Oxnard, CA. 93031
P: 805-483-4515
F: 805-483-2001

www.toroenterprises.com
License No. 710580 A
CA DIR #1000002410
Toro Enterprises, Inc. Is an
Equal Opportunity Employer

11/05/2025

QUOTE VIOLA - FREMONT MS
BID #15020-U-1
TO VIOLA INC.
P.O. BOX 5624
OXNARD, CA 93031
(805) 487-3871

Client #	Description	Quantity	U/M	Unit Price	Ext Price
	MOBILIZATION	2.000	EA	$7,250.00	$14,500.00
	GENERAL CONDTIONS	1.000	EA	$47,000.00	$47,000.00
	TRAFFIC CONTROL	1.000	EA	$9,500.00	$9,500.00
	POTHOLE	1.000	SH	$14,245.00	$14,245.00
				OFFSITE AC/CONCRETE R/R	
	AC R/R	1,245.000	SF	$ 22.00	$27,390.00
	CONCRETE DEMO/TEMP PATCH	100.000	SF	$ 82.00	$8,200.00
				OFFSITE AC/CONCRETE R/R	**$35,590.00**
				OFFISTE SEWER	
	SADDLE WYE CONNECTION TO EXISTING - SEWER	1.000	EA	$3,750.00	$3,750.00
	OFFSITE SEWER	35.000	LF	$ 450.00	$15,750.00
				OFFSITE SEWER	**$19,500.00**
				OFFSITE DOMESTIC WATER	

	CONNECT TO EXISTING - 4" DW	1.000	EA	$3,932.00	$3,932.00
	4" PVC C900 DOMESTIC WATER	65.000	LF	$ 195.00	$12,675.00
				OFFISTE DOMESTIC WATER	**$16,607.00**
				OFFSITE FIRE WATER	
	CONNECT TO EXISTING - FW	2.000	EA	$10,885.00	$21,770.00
	6" PVC C900 FIRE WATER	65.000	LF	$ 192.00	$12,480.00
	8" PVC C900 FIRE WATER	65.000	LF	$ 216.00	$14,040.00
				OFFSITE FIRE WATER	**$48,290.00**
				OFFSITE IRRIGATION	
	CONNECT TO EXISTING - 3" IRR.	2.000	EA	$4,900.00	$9,800.00
	3" IRRIGATION WATER	130.000	LF	$ 172.00	$22,360.00
	IRRIGATION WATER METER	2.000	EA	$11,600.00	$23,200.00
	IRRIGATION WATER BF	2.000	EA	$15,345.00	$30,690.00
				OFFISTE IRRIGATION	**$86,050.00**
				OFFSITE IMPROVEMENTS	**$229,782.00**
				ONSITE SEWER	
	SEWER LIFT STATION	1.000	EA	$141,175.00	$141,175.00
	6" PVC SDR35 - SEWER	1,643.000	LF	$ 63.00	$103,509.00
	6" SEWER CLEANOUT	20.000	EA	$3,550.00	$71,000.00
	6" P-TRAP/VENT ASSEMBLY	3.000	EA	$3,450.00	$10,350.00
				ONSITE SEWER	**$326,034.00**
				ONSITE DOMESTIC WATER	
	4" WATER METER	1.000	EA	$22,895.00	$22,895.00
	4" RP BACKFLOW PREVENTER	1.000	EA	$17,650.00	$17,650.00
	4" PVC C900 DOMESTIC WATER	1,090.000	LF	$ 57.00	$62,130.00
	2" COPPER	175.000	LF	$ 151.00	$26,425.00
				ONSITE WATER	**$129,100.00**
				ONSITE FIRE WATER	
	6" FIRE WATER METER	1.000	EA	$26,525.00	$26,525.00
	6" DCDA BACKFLOW PREVENTER	1.000	EA	$20,900.00	$20,900.00
	6" PVC C900 FIRE WATER	1,090.000	LF	$ 80.00	$87,200.00
	8" PVC C900 FIRE WATER	1,210.000	LF	$ 91.00	$110,110.00
	6" FIRE DEPARTMENT CONNECTION	3.000	EA	$7,550.00	$22,650.00

	6" POST INDICATOR VALVE	3.000	EA	$6,650.00	$19,950.00
	6" FIRE HYDRANT	3.000	EA	$12,590.00	$37,770.00
	8" FIRE HYDRANT VALVE - S2	1.000	EA	$10,050.00	$10,050.00
	6" FIRE WATER CONNECTIONS - S2	2.000	EA	$3,630.00	$7,260.00
	6" PVC C900 FIRE WATER - S2	22.000	LF	$ 326.00	$7,172.00
				ONSITE FIRE WATER	**$349,587.00**
				ONSITE STORM DRAIN	
	4"HX72"W PARKWAY DRAIN	8.000	LF	$19,310.00	$154,480.00
	30" HDPE STORM DRAIN	257.000	LF	$ 162.00	$41,634.00
	24" HDPE STORM DRAIN	697.000	LF	$ 116.00	$80,852.00
	18" HDPE STORM DRAIN	697.000	LF	$ 127.00	$88,519.00
	15" HDPE STORM DRAIN	1,295.000	LF	$ 85.00	$110,075.00
	12" HDPE STORM DRAIN	272.000	LF	$ 114.00	$31,008.00
	10" HDPE STORM DRAIN	608.000	LF	$ 73.00	$44,384.00
	8" HDPE STORM DRAIN	1,175.000	LF	$ 63.00	$74,025.00
	6" HDPE STORM DRAIN	1,983.000	LF	$ 62.00	$122,946.00
	6" SD CLEANOUT	28.000	EA	$3,015.00	$84,420.00
	8" SD CLEANOUT	7.000	EA	$3,025.00	$21,175.00
	12"X12" CONCRETE CATCH BASIN	29.000	EA	$4,315.00	$125,135.00
	12"X12" ADS NYLOPLAST CATCH BASIN	1.000	EA	$2,465.00	$2,465.00
	12" NDS FLAT DRAIN	29.000	EA	$ 400.00	$11,600.00
	24"X24" BUBBLER CATCH BASIN	2.000	EA	$7,520.00	$15,040.00
	24"X24" CONCRETE CATCH BASIN	2.000	EA	$8,730.00	$17,460.00
	24"X24" NYLOPLAST CATCH BASIN	4.000	EA	$4,045.00	$16,180.00
	12" TRENCH DRAIN (3)	142.000	LF	$ 380.00	$53,960.00
	ENCASE HDPE SD LINE	324.000	LF	$ 63.00	$20,412.00
	SD MANHOLE PER SPPWC 321-2	9.000	EA	$16,477.00	$148,293.00
	COCB PER SPPWC 300-4 W=5	1.000	EA	$12,875.00	$12,875.00
	MAXWELL DRYWELL SYSTEMS	3.000	EA	$52,382.00	$157,146.00
	BIORENTENTION BASIN ROCK	1.000	EA	$232,605.00	$232,605.00
	BIORETENTION BASIN MEDIA	3,245.000	CY	$ 120.00	$389,400.00
	15" HDPE STORM DRAIN - S2	190.000	LF	$ 123.00	$23,370.00

	8" HDPE STORM DRAIN - S2	180.000	LF	$ 74.00	$13,320.00
	12X12 AREA DRAIN - S2	1.000	EA	$1,912.00	$1,912.00
	24"X24" CONCRETE CATCH BASIN - S2	3.000	EA	$6,500.00	$19,500.00
	24" NDS NYLPLAST CATCH BASIN - S2	5.000	EA	$2,450.00	$12,250.00
	12X12 CONCRETE CATCH BASIN - S2	1.000	EA	$6,500.00	$6,500.00
	TRENCH DRAIN - S2	29.000	LF	$ 470.00	$13,630.00
	MAXWELL DRYWELL SYSTEMS - S2	1.000	EA	$51,567.00	$51,567.00
				ONSITE STORM DRAIN IMPROVEMENTS TOTAL	**$2,198,138.00**
				ONSITE IMPROVEMENTS TOTAL	**$3,002,859.00**
				ALTERNATES	**$377,810.00**
	STORM DRAIN BY-PASS (26 MONTHS)	1.000	LS	$353,755.00	$353,755.00
	4" PERF PIPE	283.000	LF	$ 85.00	$24,055.00
				Grand Total:	**$3,671,951.00**

ESTIMATOR:

Date:_____ **Accepted By:**_____

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.***

STANDARD CONDITIONS

1. THE ABOVE PRICES EXPIRE ON 11/31/2025
2. ALL PROPOSALS MUST BE SIGNED AND RETURNED WITHIN 30 DAYS OF BID IN ORDER TO SECURE MATERIAL PRICES AND AVAILABILITY.
3. THE ABOVE PRICE IS BASED ON 1 MOVE IN. COST FOR ADDITIONAL MOVES ARE $8,500.00 EACH.
4. ALL SUBGRADE TO BE RECEIVED FROM +/-.10' COMPACTED.
5. ALL UTILITIES TO BE TERMINATED 5' FROM BUILDING.
6. GENERAL CONTRACTOR TO PROVIDED SANITATION UNIT AND CONSTRUCTION WATER.
7. GENERAL CONTRACTOR TO PROVIDE WASH OUT PIT FOR READY MIX TRUCKS.
8. PRICES ARE SUBJECT TO CHANGE IF THERE ARE ANY VARIATIONS TO THE ABOVE QUALIFIED STRUCTURAL SECTIONS AND FINISH.
9. ALL OF THE ABOVE ITEMS ARE BID WITH 2500 PSI CONCRETE UNLESS SPECIFICALLY STATED ABOVE.
10. 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.
11. THIS PROPOSAL AND TERMS MUST BE ACCEPTED AS PART OF THE CONTRACT AND SO SPECIFIED IF A SPECIAL CONTRACT FORM IS USED.
12. FOUR WEEK ADVANCE NOTICE IS REQUIRED FOR SCHEDUELING.
13. IF STAKES FOR CONCRETE FORMWORK CAN NOT BE DRIVIN DUE TO FOOTINGS OR ANY OTHER OBSTRUCTIONS; IT SHALL BE PAID ON A TIME AND MATERIAL BASIS.
14. IF ROCK OR ANY OTHER UNSUITABLE MATERIAL IS ENCOUNTERED IT WILL BE PAID ON A TIME AND MATERIAL BASIS.
15. REMOVAL OR HANDLING OF WET OR UNSUITABLE MATERIAL WILL BE PAID FOR ON A TIME AND MATERIAL BASIS.
16. TERMS OF PAYMENT: 95% 30 DAYS. 5% RETENTION WITHIN 30 DAYS OF COMPLETION.
17. THE ABOVE BID IS NOT DIVISIBLE. ALL ITEMS IN THIS QUOTATION MUST BE ACCEPTED FOR THE PRICES SET FORTH ABOVE TO BE EFFECTIVE.
18. ALL WORK IS TO BE FIELD MEASURED AND PAID FOR AT THE APPROPRIATE UNIT OR LUMP SUM PRICES. WORK FOR WHICH THERE IS NO UNIT OR LUMP SUM PRICES WILL BE PAID FOR AS EXTRA WORK.
19. ENGINEERING COMPACTION TEST, CONCRETE TESTING, & SUFFICIENT CONCRETE STAKING, INCLUDING A SET OF CURB AND GUTTER AND CROSSGUTTER STAKES TO BE PROVIDED BY OTHERS.
20. QUANTITIES ARE APPROXIMATE AND ACTUAL QUANTITIES WILL BE FIELD MEASURED AT COMPLETION OF WORK TO DETERMINE PAYMENT AT THE ABOVE UNIT PRICES.

21. THE ABOVE QUANTITIES AND UNIT PRICES ARE SUBJECT TO CHANGE WHEN FINAL PLANS HAVE APPROVED AND SUBMITTED TO TORO ENTERPRISES, INC.
22. TORO ENTERPRISES, INC. IS NOT RESPONSIBLE FOR DAMAGE TO CONCRETE AND/OR UTILITIES CAUSED BY OTHERS.
23. PROTECTION OF CONCRETE AFTER PLACEMENT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
24. ALL UNIT PRICES ARE SUBJECT TO THE AVAILABILITY OF MATERIALS FROM LOCALLY APPROVED SUPPLIERS.
25. ALL WORK COMPLETED IN ANY ONE MONTH WILL BE BILLED BY THE 25TH OF SAID MONTH WITH PAYMENT OF 95% DUE BY THE 10TH OF THE FOLLOWING MONTH. THE REMAINING 5%(RETENTION) IS DUE AND PAYABLE NOT LATER THAN 35 DAYS FROM COMPLETION OF OUR CONTRACT ITEMS.
26. TIME AND MATERIAL (RENTAL) IF REQUIRED TO BE PAID IN FULL MONTHLY, WITH NO RETENTION HELD.
27. IF QUANTITIES DECREASE MORE THAN 15%, UNIT PRICES ARE SUBJECT TO CHANGE.
28. WITH THE USE OF LOCAL MATERIALS FOR CONCRETE THERE IS A PROBABILITY OF REACTIVIY IN THE ROCK AND SAND. TORO ENTERPRISES, INC. SPECIFICALLY EXCLUDES ANY WARRANTY OR GUARANTEE FOR REPAIRS OR REPLACEMENT OF CONCRETE THAT DEVELOPS POP-OUTS.
29. DUE TO THE CURRENT TARRIF SITUATION, ALL MATERIAL PRICING IS VAILD FOR 7 DAYS ONLY.
30. IF WORK IS NOT COMPLETED BY 12/31/2028 PRICES ARE SUBJECT TO CHANGE.

STANDARD EXCLUSIONS

1. HOME OWNER POSTINGS.
2. ENGINEERING, TESTING, PERMITS, BONDS, SURVEY STAKING, SPECIAL INSURANCE.
3. REMOVAL/REPLACEMENT/RELOCATION OF WATER METER BOXES/VALVES/UTILITIES
4. JOINT SEALANT, CAULKING, DOWELS.
5. IMPORT / EXPORT
6. LOCAL DEPRESSIONS, FRAMES AND GRATES, AREA DRAINS, CATCH BASINS FILTERS.
7. STRIPING, MARKING, AND SIGNAGE.
8. CLEARING AND GRUBBING, TREE REMOVAL
9. ROOT PRUNING OR GRINDING.
10. ASPHALT SLOT PATCH
11. REMOVAL OR HANDLING OF HAZARDOUS, TOXIC AND LEAD MATERIALS IS EXCLUDED.
12. STORM WATER POLLUTION CONTROL PLAN OR IMPLEMENTION.
13. COMPACTION TESTING
14. LIQUIDATED DAMAGES
15. WEED KILL
16. PRIME COAT, SLURRY SEAL, FOG SEAL.
17. HAUL OFF
18. SPECIFICALLY EXCLUDED FROM THIS PROPOSAL ARE BACK-FILL OF CONCRETE.
19. EROSION CONTROL
20. UNLESS SPECIFICALLY STATED ELSEWHERE, CLEANUP OF SPOILS CAUSED BY "OTHERS" IS EXCLUDED.
21. TORO ENTERPRISES, INC. ASSUMES NO RESPONSIBILITY FOR SETTLEMENT WITHIN THE LIMITS OF UTILITY TRENCHES DONE BY OTHERS.
22. DEWATERING
23. SEWER BY-PASS
24. HOME OWNER NOTIFICATION
25. LANDSCAPE RESTORATION
26. IRRIGATION RELOCATION
27. 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.

SAM HILL & SONS, INC.
Lic. # 648594

P.O. Box 5670
Ventura, CA 93005
Phone: (805) 644-6278
Fax: (805) 644-2813

To:	Viola Constructors, Inc.	**Contact:**	Pat Waid
Address:	P.O. Box 5624	**Phone:**	(805) 487-3871
	Oxnard, CA 93031	**Fax:**	(805) 487-3870
Project Name:	Fremont Middle School Reconstruction: Underground Utilities	**Bid Number:**	PLA, STW & GSA
Project Location:	1130 North M Street, Oxnard, CA	**Bid Date:**	10/29/2025
Addendum #:	1		

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Sewer - Offsite					
1	Mobilization (Sequence 1)	1.00	LS	$6,625.00	$6,625.00
2	6" SDR35 PVC Sewer Main (Offsite - AC Pavement)	39.00	LF	$590.00	$23,010.00
3	Shoring & Traffic Plates	1.00	LS	$2,101.00	$2,101.00
4	Traffic Control	1.00	LS	$2,525.00	$2,525.00
5	Grind & Cap 12" Each Side Of Trench To Replace Removed AC Pavement	1.00	LS	$9,207.00	$9,207.00
	Total Price for above Sewer - Offsite Items:				**$43,468.00**
Domestic Water - Offsite					
6	4" CL 305 DR-14 C-900 PVC (Offsite - AC Pavement)	225.00	LF	$152.00	$34,200.00
7	8"x4" Hot Tap	3.00	EACH	$14,206.00	$42,618.00
8	4" Backflow & Meter Assembly (Plate 310)	1.00	EACH	$27,254.00	$27,254.00
9	3" Irrigation Service & Backflow Assembly (Offsite - AC Pavement)	2.00	EACH	$29,792.00	$59,584.00
10	Grind & Cap 12" Each Side Of Trench To Replace Removed AC Pavement (Patriot Drive)	1.00	LS	$27,681.00	$27,681.00
11	Traffic Control	1.00	LS	$6,527.00	$6,527.00
12	Shoring & Traffic Plates	1.00	LS	$4,870.00	$4,870.00
13	Leakage And Pressure Testing	1.00	EACH	$3,301.00	$3,301.00
14	Chlorination	1.00	LS	$11,607.00	$11,607.00
	Total Price for above Domestic Water - Offsite Items:				**$217,642.00**
Fire Water - Offsite					
15	8" CL 305 DR-14 C-900 PVC (Offsite - AC Pavement)	75.00	LF	$185.00	$13,875.00
16	6" CL 305 DR-14 C-900 PVC (Offsite - AC Pavement)	75.00	LF	$170.00	$12,750.00
17	6" DDC W/FDC Assembly	1.00	EACH	$39,208.00	$39,208.00
18	8"x6" Hot Tap	1.00	EACH	$15,786.00	$15,786.00
19	8" Tie In (Join Existing - AC Pavement Offsite)	1.00	EACH	$19,361.00	$19,361.00
20	Grind & Cap 12" Each Side Of Trench To Replace Removed AC Pavement	1.00	LS	$18,454.00	$18,454.00
21	Traffic Control	1.00	LS	$6,215.00	$6,215.00
22	Shoring & Traffic Plates	1.00	LS	$3,782.00	$3,782.00
23	Leakage And Pressure Testing	1.00	EACH	$3,301.00	$3,301.00
24	Chlorination	1.00	LS	$11,607.00	$11,607.00
	Total Price for above Fire Water - Offsite Items:				**$144,339.00**
Sewer					
25	6" SDR35 PVC Sewer Main	1,648.00	LF	$75.00	$123,600.00
26	6" Main Cleanout	20.00	EACH	$1,845.00	$36,900.00
27	P-Trap Sewer Assembly	3.00	EACH	$2,315.00	$6,945.00
28	Sewer Vent Assembly	3.00	EACH	$1,534.00	$4,602.00

SAM HILL & SONS, INC.
Lic. # 648594

P.O. Box 5670
Ventura, CA 93005
Phone: (805) 644-6278
Fax: (805) 644-2813

To:	Viola Constructors, Inc.	**Contact:**	Pat Waid
Address:	P.O. Box 5624	**Phone:**	(805) 487-3871
	Oxnard, CA 93031	**Fax:**	(805) 487-3870
Project Name:	Fremont Middle School Reconstruction: Underground Utilities	**Bid Number:**	PLA, STW & GSA
Project Location:	1130 North M Street, Oxnard, CA	**Bid Date:**	10/29/2025
Addendum #:	1		

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
29	Sewer Lift Station (Detail On Sht. C-5.6 - Excluding Electrical Source And Design)	1.00	EACH	$192,459.00	$192,459.00
30	Raise Manholes To Grade (Sewer Lift Station)	2.00	EACH	$1,567.00	$3,134.00
31	Raise Sewer Cleanout To Finish Grade	23.00	EACH	$705.00	$16,215.00
32	Water Test Onsite Sewer	1.00	LS	$2,383.00	$2,383.00
			Total Price for above Sewer Items:		**$386,238.00**
Storm Drain					
33	Mobilization (Sequence 2)	1.00	LS	$6,625.00	$6,625.00
34	30" HDPE	265.00	LF	$190.00	$50,350.00
35	18" HDPE	704.00	LF	$151.00	$106,304.00
36	15" HDPE	701.00	LF	$149.00	$104,449.00
37	15" SDR35 PVC	518.00	LF	$167.00	$86,506.00
38	12" HDPE	352.00	LF	$138.00	$48,576.00
39	10" HDPE	627.00	LF	$98.00	$61,446.00
40	8" HDPE	972.00	LF	$101.00	$98,172.00
41	8" SDR35 PVC	280.00	LF	$106.00	$29,680.00
42	6" HDPE	1,913.00	LF	$89.00	$170,257.00
43	4" HDPE	30.00	LF	$140.00	$4,200.00
44	4" Perforated HDPE	283.00	LF	$88.00	$24,904.00
45	12" X 12" NDS Area Drain (Low Profile Basin And Flat Grate)	31.00	EACH	$629.00	$19,499.00
46	6" Cleanout	30.00	EACH	$1,827.00	$54,810.00
47	8" Cleanout	9.00	EACH	$2,325.00	$20,925.00
48	Concrete Encasement (Excludes Rebar & Steel Sleeve)	299.00	LF	$210.00	$62,790.00
49	Klassik Trench Drain #K030 W/DI Grates (Detail 5, Sht. C-5.2)	146.00	LF	$430.00	$62,780.00
50	Storm Drain Manhole	9.00	EACH	$9,900.00	$89,100.00
51	Nyoplast 24"x24" Catch Basin (Excludes Local Depression And Filter)	9.00	EACH	$4,629.00	$41,661.00
52	Nyoplast 12"x12" Catch Basin (Excludes Local Depression And Filter)	1.00	EACH	$2,987.00	$2,987.00
53	Catch Basin 300-3 W=7' (Detail 4, Sht. C-5.2)	1.00	EACH	$10,000.00	$10,000.00
54	24"x24" Precast Catch Basin (Detail 1, Sht. C-5.2)	5.00	EACH	$5,709.00	$28,545.00
55	24"x24" Precast Bubbler Catch Basin (Detail 3, Sht. C-5.2)	2.00	EACH	$5,799.00	$11,598.00
56	12"x12" Precast Catch Basin (Detail 1, Sht. C-5.2)	30.00	EACH	$3,227.00	$96,810.00
57	12"x12" Catch Basin (Detail 7, Sht. C-5.2)	1.00	EACH	$3,164.00	$3,164.00
58	Bio Retention Basin Per Detail 1 (Excludes Excavation, Top Soil,Mulch, Plants, Irrigation)	1.00	LS	$230,000.00	$230,000.00
59	Maxwell Drywell Per Detail 1 (Excludes Rip Rap)	1.00	EACH	$40,000.00	$40,000.00
60	Maxwell Drywell Per Detail 2 (Excludes Rip Rap)	1.00	EACH	$42,000.00	$42,000.00
61	Maxwell Drywell Per Detail 3 (Excludes Rip Rap)	1.00	EACH	$42,000.00	$42,000.00

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Address:	P.O. Box 5624	**Phone:**	(805) 487-3871
	Oxnard, CA 93031	**Fax:**	(805) 487-3870
Project Name:	Fremont Middle School Reconstruction: Underground Utilities	**Bid Number:**	PLA, STW & GSA
Project Location:	1130 North M Street, Oxnard, CA	**Bid Date:**	10/29/2025
Addendum #:	1		

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
62	Maxwell Drywell Per Detail 4 (Excludes Rip Rap)	1.00	EACH	$42,000.00	$42,000.00
63	Parkway Drain	1.00	EACH	$8,800.00	$8,800.00
64	Storm Water Bypass (Estimated)	8.00	MO	$5,865.00	$46,920.00
65	Raise Manholes To Grade	9.00	EACH	$1,567.00	$14,103.00
66	Raise Storm Drain Cleanout To Finish Grade	39.00	EACH	$705.00	$27,495.00
67	Clean & Video	1.00	LS	$42,941.00	$42,941.00
			Total Price for above Storm Drain Items:		**$1,832,397.00**
Domestic Water					
68	4" CL 305 DR-14 C-900 PVC	1,024.00	LF	$54.00	$55,296.00
69	2" Type K Soft Copper	172.00	LF	$110.00	$18,920.00
70	Hose Bibb Assembly	1.00	EACH	$1,643.00	$1,643.00
71	Leakage And Pressure Testing	1.00	EACH	$3,301.00	$3,301.00
72	Chlorination	1.00	EACH	$12,056.00	$12,056.00
73	Raise Valve Box To Finish Grade	3.00	EACH	$769.00	$2,307.00
			Total Price for above Domestic Water Items:		**$93,523.00**
Fire Water					
74	8" CL 305 DR-14 C-900 PVC	986.00	LF	$88.00	$86,768.00
75	6" CL 305 DR-14 C-900 PVC	1,116.00	LF	$70.00	$78,120.00
76	6" CL 305 DR-14 C-900 PVC & Abandon Existing DDC (Relocation)	23.00	LF	$581.00	$13,363.00
77	8" Tie In (Join Existing Onsite)	1.00	EACH	$12,136.00	$12,136.00
78	6" Post Indicator Valve	3.00	EACH	$4,210.00	$12,630.00
79	8" Gate Valve	1.00	EACH	$3,741.00	$3,741.00
80	8" Under Crossing (Excludes Blow Off And Air Vac Assembly)	5.00	EACH	$9,154.00	$45,770.00
81	6" Under Crossing (Excludes Blow Off And Air Vac Assembly)	1.00	EACH	$7,894.00	$7,894.00
82	6"x4" Free Standing FDC Assembly	3.00	EACH	$6,406.00	$19,218.00
83	4"x2-1/2"x2-1/2" Fire Hydrant Assembly	3.00	EACH	$14,869.00	$44,607.00
84	Leakage And Pressure Testing	1.00	LS	$4,951.00	$4,951.00
85	Chlorination	1.00	LS	$14,557.00	$14,557.00
86	Raise Valve Box To Finish Grade	6.00	EACH	$727.00	$4,362.00
87	6" SS Building Fire Riser (Flush Once During Main Line Testing - Standard Size)	3.00	EACH	$7,579.00	$22,737.00
			Total Price for above Fire Water Items:		**$370,854.00**

Total Bid Price: $3,088,461.00

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Project Location:	1130 North M Street, Oxnard, CA	**Bid Date:**	10/29/2025
Addendum #:	1		

Notes:

- ***Included:*** Excavation, native backfill onsite, slurry backfill in AC pavement, replace removed AC pavement 12" each side of trench (offsite only), compaction, level on-site trench spoils in place, spoils from maxwell drywells to be stockpiled in place for others disposal or relocation, spoils from off-site work will be stockpiled on-site, fillsand bedding & shade as required by Utility Companies, two move-ins, shoring as required, set all boxes to finish grade one time, schedule inspections for our work, water test sewer, pressure test and chlorinate domestic and fire water, install sewer pump station per detail (excludes electrical connections and work), traffic control for offsite work only(push over), 4" domestic water meter, 6" Fire Meter, 3" Irrigation Meters, certify backflows.
- ***Excluded:*** Permits, fees, bonds, engineering, staking, compaction tests, import backfill, export, grading, dewatering (ground water), rock for trench stabilization, construction water meter/source, striping, grinding, AC overlay, SWPPP, slurry seal, video inspection, handling or disposal of hazardous materials, conflicts with existing utilities, cylinder testing of concrete, landscaping, irrigation, electrical, wiring, work on/around live electrical, Engineered Shoring Plans, damages to private unmarked utilities onsite, CCTV, restricted working hours, rip rap, catch basin filters, cast in place 12"x12" or 24"x24" catch basins (bid precast), Under crossings/U-sections for water lines(unless shown), flagmen, landscaping pumps or controls (scope of work ends after RP device), steel casing, rebar reinforcement for concrete encasement, pumping of storm water as shown where dry utilities conflict with proposed pipeline, rip rap pads, bio basin, restricted working hours, night work, slurry seal asphalt, removal or replacement of concrete or asphalt onsite, construction fencing, installation of any pipeline after excavation of building footings, SCE work, Gas Work.
- Trench plates, barricades, temp. fencing & caution tape for work on-site will be provided as requested, on a T & M Basis.
- Rock or hard material that cannot be trenched in a productive manner, will be removed & disposed of on a T & M Basis.
- Proposal is Non-Divisible; All Items are to be accepted in order to effect line item pricing.
- Price is good for 30 days from date of quote.
- **DIR** #1000008073
- All pipeline work to be completed prior to excavation of building footings and walls.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Sam Hill & Sons, Inc.** **Authorized Signature:** _____ **Estimator:** Spencer Hill (805) 644-6278 spencer@samhillandsons.com

Tierra Contracting, Inc.
5484 Overpass Rd
Santa Barbara, CA 93111

LIC# 416114
DIR# 1000008320

Phone: (805) 964-8747
Fax: (805)964-4438

PROPOSAL

TIERRA CONTRACTING

Proposal: 2025 125
Date: 10/30/2025

To:	Project:
VIOLA CONSTRUCTORS INC. **ESTIMATING DEPT.** **c/o Bryan Szal**	**FREMONT MIDDLE SCHOOL RECONSTRUCTION** 1130 North M Street Oxnard, Ca. 93030

This duly licensed company or individual **TIERRA CONTRACTING, INC. (License No. 416114)** Hereinafter called Contractor, agrees to construct in a good and workmanlike manner for Owner, furnishing all labor, material, tools and equipment therefore, the work as noted herein for the unit prices as set for the below:

SCOPE OF WORK

FREMONT MIDDLE SCHOOL RECONSTRUCTION

DEMO (PHASE 1 / PHASE 2)

Demo of existing storm drain, water, and sewer as indicated on DSA sheet CD-1.1 thru CD-5.4 (Dated 1/17/2025). Work includes:

Abandonment / removal of 2ea sewer laterals in the street.
Abandonment / removal of 2ea Irrigation backflows, meters, and laterals in the street. (CD-1.2 and CD-1.3)
Abandonment / removal of all storm drainage, water, and sewer. (CD-1.6 and CD-1.7)

Demo Total Cost = $1,379,109.00

WATER

Construct and install new domestic / fire line system as indicated on DSA Sheet C-4.4 and C-4.5 (Dated 1/17/2025) & Street Improvement Plan 3 (Dated 11/22/2024). Also includes irrigation service from street to backflow with meter assembly. Work includes:

Install 1ea 6in DCDA & Meter.
Install 1ea 4in RP & Meter.
Install 2ea 3in Irrigation Backflows and Meters (installation behind meter by others).
Install 8in PVC Fire Line with 3ea Hydrants.
Install 3ea 6in Post Indicator Valves, FDC Connections, and Bollards.
Install 3ea Connect fire lines 5ft from buildings.
Install 4ea Connect domestic water 5ft from building.

Fire, Domestic, Irrigation Total Cost = $1,678,639.00

Tierra Contracting, Inc.
5484 Overpass Rd
Santa Barbara, CA 93111

LIC# 416114
DIR# 1000008320

PROPOSAL

TIERRA CONTRACTING

SANITARY SEWER

Construct and install new Sanitary Sewer system as indicated on DSA Sheet C-4.3 (Dated 1/17/2025) & Street Improvement Plan 3 (Dated 11/22/2024). Work includes:

Connection to existing sewer main on North H Street.
Install sewer lift station.
Install approximately 1,680ft of PVC pipe.
Install grease interceptor and sample box.
Install Cleanouts.

Sanitary Sewer Total Cost = $821,960.00

STORM DRAIN

Construct and install new Storm Drain system as indicated on DSA Sheet C-4.1 thru C-4.2.1, and C-4.5 (Dated 1/17/2025). Work includes:

Install 4ea Dry Wells.
Install approx. 6,200ft of PVC & HDPE pipe.
Install 9ea Manholes.
Install Cleanouts.
Install approx. 280ft of 4in PVC perf. pipe.
Install Bubbler catch basin.
Install onsite curb catch basin inlet.
Install Parkway Drain.
Install 9ea Nyloplast Drain Basins.
Install 34ea 12in and 24in precast catch basins.
Install 3ea Trench Drains.
Replace sidewalk and pavement removed during pipe installation in tennis court area.
Install Rip Rap around dry wells.

Storm Drain System Total Cost = $2,734,511.00

Project Total Cost = $6,614,219.00

Project Specific Exclusions & Notes:
Exclude demo of hardscape.
Exclude demo / removal of hazardous materials (ACP).
Exclude Bioretention Basins.
Exclude temporary bypass for overflow storm drain system (C-4.1 / Note 17).
Exclude sidewalk and curb removal / replacement (Street Improvement Plan 3).
Exclude encroachment permits.

2142

Tierra Contracting, Inc.
5484 Overpass Rd
Santa Barbara, CA 93111

LIC# 416114
DIR# 1000008320

PROPOSAL

TIERRA CONTRACTING

ADDENDUMS NOTED: 1

Please Note: *Due to the Fluctuating Materials Cost our bids are good for 30 days. After that date we will only add the material cost difference to our bid if the owner wants to proceed*

***General Bid Excludes**: Fees, Plans, Permits, Staking, Landscaping, Soil Testing, Additional Move-ins, Responsibility for damage to all unknown/unmarked existing onsite utilities, Winterization of Project (Sediment Control-Strawbale Barriers around Catch Basins), Storm Water Protection Plan, all costs associated with contaminated soil or ground water.*

Acceptance:
Tierra Contracting is hereby authorized to furnish and install the above equipment and materials at the price and under the terms and conditions as set forth above:

TIERRA CONTRACTING, INC.

By: Chad Willford

Chad Willford (Estimator)

_____
Owner

Date: _____

2143

Suttles Plumbing & Mechanical Corp.
License #: 268688 ● B, C4, C16, C20, C34, C36, C42, C61, D40
WBE#2005127686 SB-PW #35029 DIR #1000013842

Proposal

Proposal #: **250501**
Project location: **Freemont**
Project name: **New Middle School**
Bid due date: **10-30-25** Bid due time: Addenda: **1**
Project #: Estimator: **Bryan Suttles**

Base Site Utilities **Sequance 1 and 2**

Inclusions:

Area drains.
Catch basins.
Chlorination of new domestic water piping.
Cleanouts.
Curb outlets.
Domestic water piping.
Drywells.
Excavation, sand bedding & native soil backfill.
Manholes.
Underground fire protection piping.
Planter drains.
Safe off existing plumbing utilities for demo by others.
Sanitary sewer piping.
Sewage ejection pump
Storm drain piping.
Subsurface drain piping.
Off site sewer and water (permits and fees to be reimbursed)
Install meters supplied by water perveyor
Irrigation to backflow from street
Trench drains (concrete and rebar by others)

Per plans: Civil drawings dated 1-17-25
Per specifications: Div 33

Off site sewer and water	**$410,000.00**
Base Site Utilities Cost:	**$3,645,000.00**
Base Site Utilities Cost:	**$4,055,000.00**

Add Alt 1: Add for Bio retention gravel and filter fabric (all excavation and media by others) **$225,000.00**

Add Alt 2: Add for slurry under paved areas on site (off site in base bid) aprox 1500 yards **$300,000.00**

Exclusions:

3D BIM/AutoCAD coordination or drawings.
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, T cut and/or grinding asphalt.
Backfill with imported soil, gravel or slurry.
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.
Demonstartion, training & filming exceeding 8 hours.
Dewatering.
Downspouts, gutters & drainage sheetmetal.
DX piping.
Electrical.
Enclosures.
Engineering.
Fencing & gates.
Fire rated access panels.
Fire watch for fire sprinkler shut downs.
Grading & local depressions.
Haul trash or excess excavation material offsite (Approx _2500 CY).
On site asphalt patch.
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.
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.

SUBLEASE

This Sublease (hereinafter referred to as the "Sublease") is entered into this 17th day of December, 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 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 Fremont Middle School, 1130 N M St, 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:

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: Kristen Pifko, Assistant 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
Viola, Inc.	Oxnard School District, a California school district
By: _____	By: _____
Michael T. Viola	Melissa Reyes
Title: President/Chief Executive Officer	Title: Director, Purchasing
Date:_____	Date: _____

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 **THREE HUNDRED THIRTY THOUSAND, SEVEN HUNDRED THIRTY- FIVE DOLLARS AND EIGHTY-THREE CENTS ($330,735.83)** 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.

OSD AGREEMENT #23-158

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 18th day of October, 2023, 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. 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 Fremont Middle School located at 1130 N. M Street, 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 **TBD ($XX,XXX,XXX.XX)** The GMP consists of (1) a Preconstruction Fee in the amount of **One Hundred Sixty Seven Thousand Nine Hundred Seventy Dollars and No Cents,** (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 Manager 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 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:
Viola, Incorporated
5811 Olivas Park Drive, Suite 204
Ventura, CA 93003
Attn: Michael T. Viola, President/CEO

If to the District:
Oxnard School District
1051 South A Street
Oxnard, CA 93030
Attn: Dr. Ana DeGenna, Interim Superintendent

With A copy to:
Emilio Flores, CEO
Caldwell Flores Winters, Inc.
5163 Harbor Bay Parkway
Alameda, CA 94502

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
Michael T. Viola ***Signature***	Lisa A. Franz ***Signature***
Michael T. Viola, President / CEO ***Name/Title***	Lisa A. Franz, Director, Purchasing ***Name/Title***
October 25, 2023 ***Date***	10-30-2023 ***Date***

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed

EXHIBIT B

Oxnard School District – Fremont Middle

School Reconstruction 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 **One Hundred Sixty-Seven Thousand Nine Hundred Seventy Dollars and No Cents ($167,970.00)** 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 Incorporated	Oxnard School District, a California school district
By: Michael T. Viola	By: Lisa A. Franz
Title: Michael T. Viola, President / CEO	Title: Director, Purchasing
Date: October 25, 2023	Date: 10-30-2023

Oxnard School District

PURCHASE ORDER
NO: P24-02590
DATE 11/02/2023

Phone: (805) 385-1501 x2412 or 2413 Fax: (805) 385-1507

SHIP TO:
Facilities
1055 S C STREET
Oxnard, CA 93030-7442

Vendor Phone: FAX:
VIOLA INC.
P.O. BOX 5624
OXNARD, CA 93031-5624

BILL TO:
Accounts Payable
accountspayable@oxnardsd.org
1051 South A Street
Oxnard, CA 93030-7442

Customer Acct #:

ORDER LOCATION	Emailed	Faxed	Mailed	VENDOR #	REQUISITIONER	REQUISITION #
630 - Facilities				006117/1	Lisa Franz	R24-02848

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 FOR THE FREMONT MIDDLE SCHOOL RECONSTRUCTION PROJECT PER AGREEMENT #23-158 *APPROVED BY THE BOARD OF TRUSTEES ON 10/18/2023	167,970.00	$167,970.00
			ACCOUNT DISTRIBUTION	AMOUNT	
			(094510) 215- 6272- 9010- 0- 0000- 8500- 042- 600- 001A- 0	$167,970.00	

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	$167,970.00
Sales Tax	.00
Shipping	.00
Adjustment	.00
Order Total	**$167,970.00**

**** End of Order ****

AUTHORIZED BY: Lisa A. Franz

FILE

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** December 17, 2025

Agenda Section: Section D: Action Items

Oxnard School District 2025-2026 First Interim Financial Report (Period Ending October 31, 2025) (Pifko/Núñez)

The Oxnard School District's 2025-26 First Interim Financial Report is being presented for approval. The report reflects the District's financial position based on revenue and expenditures recorded through October 31, 2025, and is prepared in accordance with State requirements.

The District remains financially stable; however, it is experiencing deficit spending, where ongoing expenditures exceed ongoing revenue. To close the gap, the District is relying on reserves and remaining one-time funds. This same pattern is projected for the next two fiscal years as enrollment declines and one-time resources decrease.

Finding this structural deficit early gives the District time to plan ahead. Budget improvements are needed and are anticipated in this budget report. Staff will keep reviewing spending, looking for ways to be more efficient, and bringing forward recommendations that help keep the District stable in the long term. In addition, the District is in the process of forming a budget committee that will begin meeting in January of 2026. This committee will support the review of budget improvements and help guide long term financial planning.

The District is projected to maintain a 10% reserve for economic uncertainties in both 2025–26 and 2026–27, which is well above the State-required minimum of 3%. In 2027–28, the reserve is projected to decrease to 7.5%, which remains above the State minimum but reflects the ongoing impact of deficit spending and declining enrollment.

FISCAL IMPACT:
N/A

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and the Director of Fiscal Services that the Board of Trustees approve the Oxnard School District 2025-2026 First Interim Report (Period Ending October 31, 2025).

ADDITIONAL MATERIALS:

Attached: 2025-2026 First Interim Report Presentation (10 pages)
2025-2026 First Interim Financial Report (130 pages)

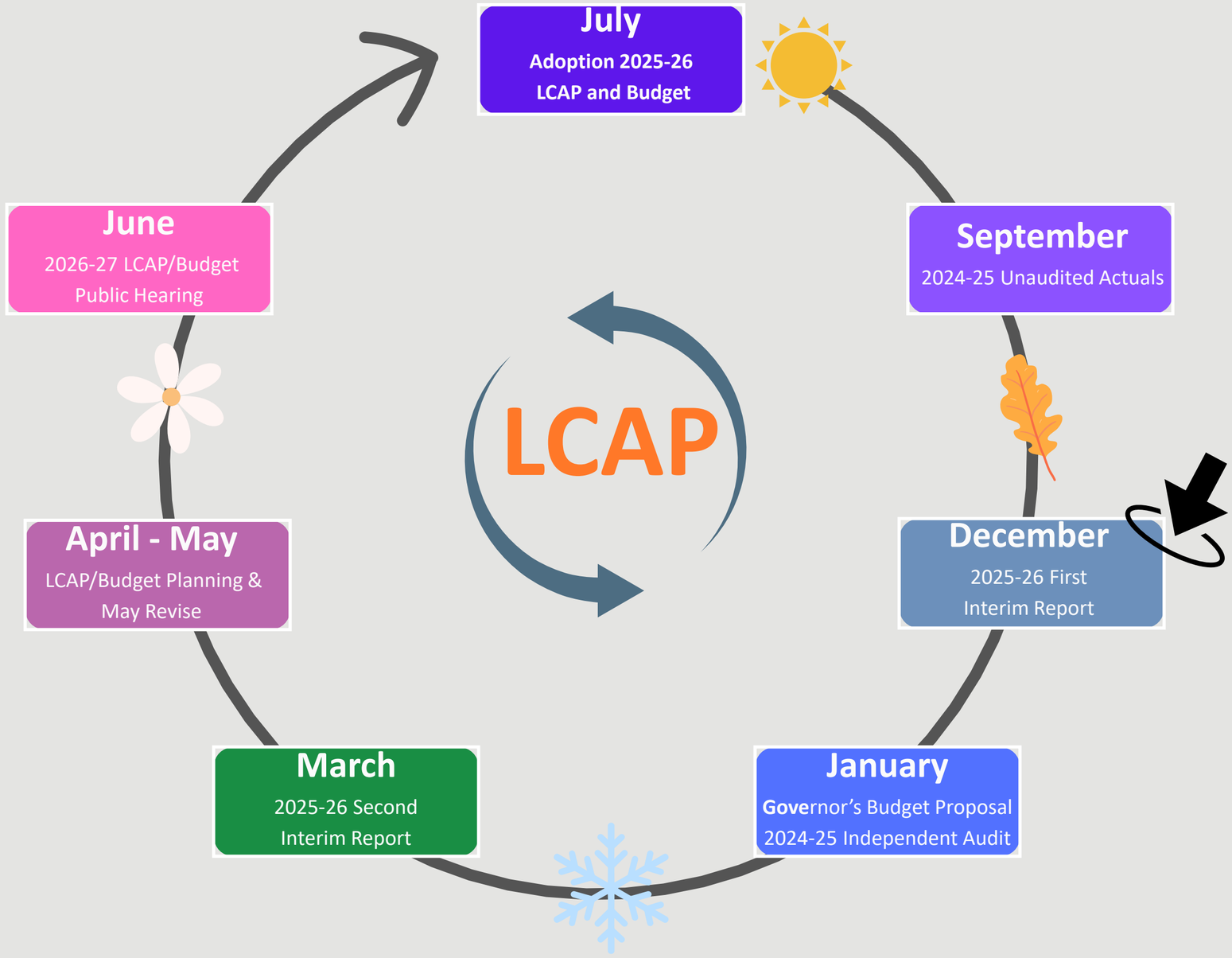
First Interim Budget 2025-26 Fiscal Year

Kristen Pifko, Assistant Superintendent of Business and Fiscal Services

Patty Núñez, Director of Fiscal Services

December 17, 2025

Budget Cycle:



Purpose of Interim Budget Reports:

- Required by Ed Code (Section 42130).
- Provide an expenditure plan for the governing board's consideration and approval.
- Provide certification of Financial Status to VCOE.
- Provide evidence of LCAP and Strategic alignment to Budget.

Summary of Changes- Revenues

Object	Adopted Budget	First Interim	Difference	Explanation
8010-8099 **LCFF Sources**	193,481,588	194,864,607	1,383,019	TK rate increased from **2,813** to **3,044** per ADA.
8100-8299 **Federal Revenue**	12,157,687	17,567,655	5,409,968	Recognition of prior year carryover amounts and one time EPA Clean HDV Grant of (+4,552,500)
8300-8599 **Other State Revenue**	39,227,548	47,157,475	7,929,927	Updated allocations, including SSPDDBG (+3,792,154), LCSSP (+1,947,258), Literacy Coaches and Reading Grant (+1,151,851), and Arts and Music (+345,321)
8600-8799 **Other Local Revenue**	23,502,381	23,936,779	434,398	Interagency Special Education revenue (+400,000), donations (+31,482), and outside salary reimbursements (+42,054), offset by reduced lease revenue.
			15,157,312	**Total Increase/(Decrease) in Revenue**

Summary of Changes
Expenditures

Object	Adopted Budget	First Interim	Difference	Explanation
1000-1999 Certificated Salaries	113,070,399	115,564,097	2,493,698	The increase in certificated and classified salaries, along with corresponding benefits, is due to budgeted expenditures recognizing prior year carryover amounts and projected rise in expenditures from the carryover of ELOP, Prop 28 Arts and Music funds.
2000-2999 Classified Salaries	50,807,845	51,900,751	1,092,906	
3000-3999 Employee Benefits	68,259,497	69,742,625	1,483,128	
4000-4999 Materials & Supplies	14,367,976	15,032,154	664,178	Increases in Supplies, Services & Operating Expenses, and Capital Outlay are due to the recognition of prior year's carryover amounts and projected rise in expenditures from the carryover of ELOP and the one time EPA Clean HDV Grant
5000-5999 Services & Other Operating	57,342,576	69,042,522	11,699,946	
6000-6999 Capital Outlay	777,320	7,950,309	7,172,989	
7100-7499 Outgo	2,439,495	2,326,546	(112,949)	
			24,493,896	**Total Increase/(Decrease) in Expenses**

Assumptions/Planning Factors

Factor		2025-26	2026-27	2027-28
Statutory COLA		2.30%	3.02%	3.42%
California Lottery	Unrestricted per ADA	$190	$190	$190
	Restricted per ADA	$82	$82	$82
Mandated Block Grant	Per ADA	$39.09	$40.27	$41.65
Enrollment		12,487	11,945	11,486
Estimated ADA		11,725.18	11,306.43	10,958.22
Estimated Funded ADA		12,597.20	12,170.14	11,747.06
Unduplicated Pupil Percentage		91.18%	91.19%	91.19%
STRS		19.10%	19.10%	19.10%
PERS		26.81%	26.90%	27.80%
Step & Column Costs		1.3%	1.3%	1.3%
Salary Negotiations (OEA)		Not yet settled	Not yet settled	Not yet settled
Salary Negotiations (CSEA)		Not yet settled	Not yet settled	Not yet settled
Salary Negotiations (OSSA)		Not yet settled	Not yet settled	Not yet settled

Multi-Year Financial Projections

Components	2025-26 First Interim	2026-27 Projections	2027-28 Projections
Beginning Fund Balance	114,736,423	66,703,935	50,844,640
+ Revenues	283,526,516	269,991,097	270,322,504
- Expenditures	331,559,004	300,850,392	288,560,706
(Reductions Needed)		(15,000,000)	(8,000,000)
Net Increase/(Decrease) in Fund Balance	(48,032,488)	(15,859,295)	(10,238,202)
= Ending Fund Balance	66,703,935	50,844,640	40,606,438
Components of Ending Fund Balance			
Reserve for Economic Uncertainty %	**10%**	**10%**	**7.5%**
Reserve for Economic Uncertainty	33,155,900	28,585,039	21,042,053
Non-Spendable	120,000	120,000	120,000
Financial Stability Reserve	8,047,870	3,275,077	978,911
Legally Restricted	25,380,165	18,864,524	18,465,474
Unappropriated	0	0	0

Next Steps

1. January 2026
   Governor's Proposed Budget for the 2026-27 Fiscal Year

2. March 2026
   Second Interim Financial Report

3. January – May 2026
   LCAP and Budget Development for 2026-27 Fiscal Year.
   Governor's May Revise

4. June 2026
   LCAP and Budget hearings and adoption for 2026-27 Fiscal Year

Summary:

- Projecting deficit spending on all three years.
  - Expected as district is spending down categorical balances
  - Future deficits will need to be addressed through planned expenditure reductions.

- Our budget exceeds the state-mandated 3% reserve level, with a reserve at 10% for current year and 2026-27 fiscal year and then at 7.5% in the 2027-28 fiscal year.

- Based on the revisions to the budget, the district is certifying a **Positive Certification**, which affirms the district's ability to meet its financial obligations for the current and two subsequent years.

- Staff recommends that the Board of Trustees approve the 1st Interim Report as presented.



Thank you

2025-26
First Interim
(period ending October 31, 2025)

Board Meeting of
December 17, 2025

Prepared by:
Kristen Pifko, Assistant Superintendent of
Business and Fiscal Services &
Patricia Núñez, Director of Fiscal Services

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.

Mission:

IGNITE • TRANSFORM • NURTURE • EMBRACE

- IGNITE students' passions for learning and empower them to achieve brilliance.
- TRANSFORM our classroom and school expectations, relationships, and practices to more fully align with our values.
- NURTURE caring communities that develop students' full identities, linguistic/cultural/academic excellence, social-emotional health, and life potential.
- EMBRACE high-leverage services and approaches that translate our values into action.

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December 17, 2025

Dear Members of the Board of Trustees,

Attached for your review and approval is the Oxnard School District 2025–26 First Interim Budget, submitted on time as required by State law.

This report updates the Adopted Budget with actual financial activity through October 31, 2025, and provides revised revenue and expenditure projections for the current year along with updated estimates for the next two years.

The First Interim incorporates updated Local Control Funding Formula information, current enrollment and attendance trends, State and federal program allocations, beginning fund balances, and adjustments across unrestricted and restricted resources. All information is presented in line with State requirements.

Enrollment continues to decline, from 13,003 students in 2024–25 to 12,487 in 2025–26, a loss of 516 students. Funded average daily attendance also declines, from 13,189.02 to 12,597.20, a loss of 591.82 ADA. These trends remain the most significant influence on long-term revenue.

State law requires the Board to certify the District's ability to meet its financial obligations for the current and two following years. The options are:

- **Positive Certification: Affirming the District ability to meet financial obligations for the current** and two subsequent years,

- **Qualified Certification:** Indicating potential challenges in meeting financial obligations for the current and two subsequent years,

- **Negative Certification:** Indicating the District's inability to meet financial obligations for the current and two subsequent years

Based on the information in this report, the District is submitting a Positive Certification for 2025–26 and the two subsequent years.

Major Changes Since Adoption

Significant changes have occurred since the Adopted Budget. These changes are summarized below and expanded in the revenue and expenditure sections that follow.

- Enrollment and average daily attendance continue to decline.
- State increased the Transitional Kindergarten add on rate.
- State program allocations increased for several programs including the Student Support and Professional Development Discretionary Block Grant (SSPDDBG) , the Learning Communities

for School Success Program (LCSSP), Literacy Coaches and Reading Grant and Arts and Music (Prop28)

- Federal revenue increased due to prior year Title program carryover and a one-time Environmental Protection Agency Clean Heavy Duty Vehicle Grant.
- Expenditures increased due to staffing adjustments, benefit rate changes, service contracts and planned capital projects.
-

CHANGES SINCE ADOPTED BUDGET

Revenues				
Object	Adopted Budget	First Interim	Difference	Explanation
8010-8099 LCFF Sources	193,481,588	194,864,607	1,383,019	Increase primarily due to updated TK add-on. TK rate increased from **2,813** to **3,044** per ADA.
8100-8299 Federal Revenue	12,157,687	17,567,655	5,409,968	Increase due to recognition of prior year carryover amounts (Title I, II, III and IV) and one time EPA Clean HDV Grant of (**+4,552,500**)
8300-8599 Other State Revenue	39,227,548	47,157,475	7,929,927	Increase due to new and updated allocations, including SSPDDBG (**+3,792,154**), LCSSP (**+1,947,258**), Literacy Coaches and Reading Grant (**+1,151,851**), and Arts and Music **(+345,321)** Offset by adjustments to Lottery and Special Education programs.
8600-8799 Other Local Revenue	23,502,381	23,936,779	434,398	Increase primarily driven by Interagency Special Education revenue **(+400,000**), donations (**+31,482)**, and outside salary reimbursements **(+42,054)**, offset by reduced lease revenue.
			15,157,312	**Total Increase/(Decrease) in Revenue**

Expenditures				
Object	Adopted Budget	First Interim	Difference	Explanation
1000-1999 Certificated Salaries	113,070,399	115,564,097	2,493,698	The increase in certificated and classified salaries, along with corresponding benefits, is due to budgeted expenditures recognizing prior year carryover amounts and projected rise in expenditures from the carryover of ELOP, Prop 28 Arts and Music.
2000-2999 Classified Salaries	50,807,845	51,900,751	1,092,906	
3000-3999 Employee Benefits	68,259,497	69,742,625	1,483,128	
4000-4999 Materials & Supplies	14,367,976	15,032,154	664,178	Increases in Supplies, Services & Operating Expenses, and Capital Outlay are due to the recognition of prior year's carryover amounts and projected rise in expenditures from the carryover of ELOP and the one time EPA Clean HDV Gran
5000-5999 Services & Other Operating	57,342,576	69,042,522	11,699,946	
6000-6999 Capital Outlay	777,320	7,950,309	7,172,989	
7100-7499	2,439,495	2,326,546	(112,949)	
			24,493,896	**Total Increase/(Decrease) in Expenses**

PLANNING FACTORS USED FOR FIRST INTERIM

The Ventura County Office of Education (VCOE), School Services of California (SSC), and other external agencies provide guidance on the criteria and assumptions school districts should follow when preparing their interim reports.

Planning Factors				
Factor		2025-26	2026-27	2027-28
Statutory COLA		2.30%	3.02%	3.42%
California Lottery	Unrestricted per ADA	$190	$190	$190
	Restricted per ADA	$82	$82	$82
Mandated Block Grant	Per ADA	$39.09	$40.27	$41.65
CalSTRS Employer Rate		19.10%	19.10%	19.10%
CalPERS Employer Rate		26.81%	26.90%	27.80%

Local Planning Factors

In addition to the planning factors provided VCOE and SSC guidance, the district must consider local factors that impact the budget and future projections. The following local assumptions were used to prepare Oxnard Multi-Year Projections.

Local Assumptions			
Planning Factor	2025-26	2026-27	2027-28
Estimated Enrollment	12,487	11,945	11,486
Estimated ADA (average daily attendance)	11,725.18	11,306.43	10,958.22
Estimated Funded ADA (average daily attendance)	12,597.20	12,170.14	11,747.06
Step & Column Costs	1.30%	1.30%	1.30%
Salary Negotiations (OEA)	Not yet settled	Not yet settled	Not yet settled
Salary Negotiations (CSEA)	Not yet settled	Not yet settled	Not yet settled
Salary Negotiations (OSSA)	Not yet settled	Not yet settled	Not yet settled

MULTI-YEAR FINANCIAL PROJECTIONS

The 2025-26 Multi-Year Projection (MYP) for the Second Interim Report reflects that the district will be able to maintain 10% in Reserve for Economic Uncertainties through 2026-27 and 7.5% in 2027-28

Components	**2025-26 First Interim**	**2026-27 Projections**	**2027-28 Projections**
Revenues	283,526,516	269,991,097	270,322,504
Expenditures	331,559,004	285,850,392	280,560,706
Net Increase/(Decrease) in Fund Balance	(48,032,488)	(15,859,295)	(10,238,202)
Beginning Fund Balance	114,736,423	66,703,935	50,844,640
Ending Fund Balance	66,703,935	50,844,640	40,606,438
Components of Ending Fund Balance			
Reserve for Economic Uncertainty %	**10%**	**10%**	**7.5%**
Reserve for Economic Uncertainty	33,155,900	28,585,039	21,042,053
Non-Spendable (Stores & Cash in Banks)	120,000	120,000	120,000
Assigned: Financial Stability Reserve	8,047,870	3,275,077	978,911
Legally Restricted	25,380,165	18,864,524	18,465,474
Unassigned/Unappropriated	0	0	0

The First Interim multi-year projection shows that while the District remains financially stable at this point in the year, we are already experiencing significant deficit spending in the current year. This means that ongoing expenditures exceed ongoing revenue, and the District is relying on reserves and remaining one-time funds to close the gap. This pattern continues into the next two years and will require careful and thoughtful planning.

Although these trends are concerning, they are not unexpected, and they mirror the financial situation faced by many districts across the State. Enrollment decline, rising salary and benefit costs and the expiration of one-time resources are common challenges. The current year deficit provides an important early signal and gives the District time to make responsible adjustments.

To keep the District financially healthy over the long term, we will need to bring our spending in line with the revenue we receive each year. This includes reviewing staffing, looking closely at program needs, monitoring both restricted and unrestricted resources and being disciplined in our spending. Making steady and careful adjustments now will help protect our reserves, reduce the need for larger cuts later and support strong programs for students.

Conclusion

Based on this First Interim Report, it is recommended that the Board of Trustees approve a **positive** certification, confirming that Oxnard School District will be able to meet its financial obligations for the current year and the next two years.

Oxnard (72538) - 2025-26 First Interim	10/16/2025			
	2024-25	**2025-26**	**2026-27**	**2027-28**
General Assumptions				
COLA & Augmentation	1.07%	2.30%	3.02%	3.42%
Base Grant Proration Factor	0.00%	0.00%	0.00%	0.00%
Add-on, ERT & MSA Proration Factor	0.00%	0.00%	0.00%	0.00%
Student Assumptions:				
Enrollment Count	13,035	12,523	11,981	11,522
Unduplicated Pupil Count (UPC)	11,889	11,420	10,925	10,507
Unduplicated Pupil Percentage (UPP)	91.22%	91.18%	91.20%	91.19%
Current Year LCFF Average Daily Attendance (ADA)	12,143.44	11,757.58	11,338.83	10,990.62
Funded LCFF ADA	13,189.02	12,597.20	12,170.14	11,747.06
LCFF ADA Funding Method	3PY Average	3PY Average	3PY Average	3PY Average
Current Year Necessary Small School (NSS) ADA	-	-	-	-
Funded NSS ADA	-	-	-	-
LCFF Entitlement Summary				
Base Grant	$134,315,403	$131,232,201	$130,620,315	$130,397,531
Grade Span Adjustment	5,818,198	5,748,068	5,701,777	5,680,523
Adjusted Base Grant	$140,133,601	$136,980,269	$136,322,092	$136,078,054
Supplemental Grant	25,565,975	24,979,722	24,865,149	24,817,915
Concentration Grant	32,991,653	32,213,650	32,076,588	32,010,320
Total Base, Supplemental and Concentration Grant	$198,691,229	$194,173,641	$193,263,829	$192,906,289
Allowance: Necessary Small School	-	-	-	-
Add-on: Targeted Instructional Improvement Block Grant	500,077	500,077	500,077	500,077
Add-on: Home-to-School Transportation	1,322,809	1,353,234	1,394,102	1,441,780
Add-on: Small School District Bus Replacement Program	-	-	-	-
Add-on: Economic Recovery Target	-	-	-	-
Add-on: Transitional Kindergarten	1,254,093	2,837,655	2,568,140	2,676,913
Total Allowance and Add-On Amounts	$3,076,979	$4,690,966	$4,462,319	$4,618,770
Total LCFF Entitlement Before Adjustments (excludes Additional State Aid)	**$201,768,208**	**$198,864,607**	**$197,726,148**	**$197,525,059**
Miscellaneous Adjustments	-	-	-	-
Total LCFF Entitlement (excludes Additional State Aid)	**$ 201,768,208**	**$ 198,864,607**	**$ 197,726,148**	**$ 197,525,059**
LCFF Entitlement Per ADA (excludes Categorical MSA)	**$ 15,298**	**$ 15,786**	**$ 16,247**	**$ 16,815**

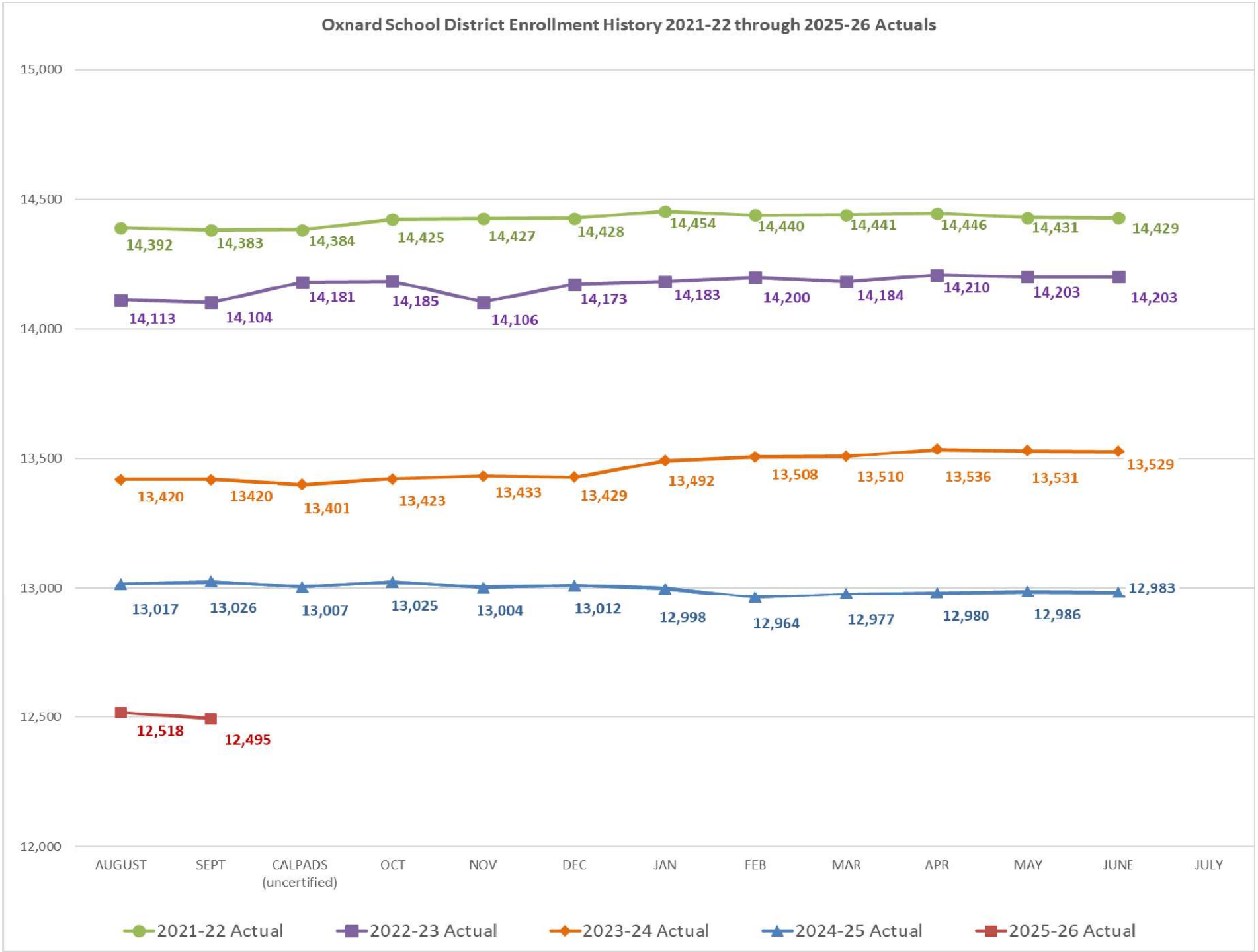
Oxnard (72538) - 2025-26 First Interim	10/16/2025			
	2024-25	**2025-26**	**2026-27**	**2027-28**
LCFF Sources Summary				
Funding Source Summary				
Local Revenue and In-Lieu of Property Taxes *(net for school districts)*	$ 34,681,297	$ *33,944,376*	$ *33,944,376*	$ *33,944,376*
Education Protection Account Entitlement *(includes $200/minimum per ADA)*	$ 45,013,734	$ 30,925,858	$ 30,777,800	$ 30,720,839
Net State Aid *(excludes Additional State Aid)*	$ 122,073,177	$ 133,994,373	$ 133,003,972	$ 132,859,844
Additional State Aid	$ -	-	-	-
Total Funding Sources	**$ 201,768,208**	**$ 198,864,607**	**$ 197,726,148**	**$ 197,525,059**
Funding Source by Resource-Object				
State Aid (Resource Code 0000, Object Code 8011)	$ 122,073,177	$ 133,994,373	$ 133,003,972	$ 132,859,844
EPA, Current Year (Resource 1400, Object Code 8012) (P-2 plus Current Year Accrual)	$ 45,013,734	$ 30,925,858	$ 30,777,800	$ 30,720,839
EPA, Prior Year Adjustment (Resource 1400, Object Code 8019) (P-A less Prior Year Accrual)	$ 45,880	$ -	$ -	$ -
Property Taxes (Object 8021 to 8089)	$ 34,681,297	$ 33,944,376	$ 33,944,376	$ 33,944,376
% Change	4.1680%	-2.1248%	0.0000%	0.0000%
In-Lieu of Property Taxes (Object Code 8096)	$ -	-	-	-
Entitlement and Source Reconciliation				
Basic Aid/Excess Tax District Status	Non-Basic Aid	Non-Basic Aid	Non-Basic Aid	Non-Basic Aid
Total LCFF Entitlement	$ 201,768,208	$ 198,864,607	$ 197,726,148	$ 197,525,059
Additional State Aid	$ -	$ -	$ -	$ -
Additional EPA Minimum Entitlement (excess to LCFF Entitlement)	$ -	$ -	$ -	$ -
Excess Taxes before Minimum State Aid	$ -	$ -	$ -	$ -
Total Funding Sources	$ 201,768,208	$ 198,864,607	$ 197,726,148	$ 197,525,059
LCAP Percentage to Increase or Improve Services Calculation				
Base Grant (*Excludes add-ons for TIIG & Transportation)*	$ 141,387,694	$ 139,817,924	$ 138,890,232	$ 138,754,967
Supplemental and Concentration Grant funding in the LCAP year	$ 58,557,628	$ 57,193,372	$ 56,941,737	$ 56,828,235
Projected Additional 15% Concentration Grant funding in the LCAP year	$ 7,613,458	$ 7,433,920	$ 7,402,290	$ 7,386,996
Percentage to Increase or Improve Services	41.42%	40.91%	41.00%	40.96%

FCMAT
FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

Oxnard (72538) - 2025-26 First Interim	10/16/2025			
	2024-25	**2025-26**	**2026-27**	**2027-28**
PER-ADA FUNDING LEVELS				
Base, Supplemental and Concentration Rate per ADA				
Grades TK-3	$ 15,692.99	$ 16,050.69	$ 16,537.47	$ 17,100.69
Grades 4-6	$ 14,429.66	$ 14,757.90	$ 15,204.83	$ 15,724.19
Grades 7-8	$ 14,856.44	$ 15,194.50	$ 15,655.66	$ 16,190.58
Base Grants				
Grades TK-3	$ 10,025	$ 10,256	$ 10,566	$ 10,927
Grades 4-6	$ 10,177	$ 10,411	$ 10,725	$ 11,092
Grades 7-8	$ 10,478	$ 10,719	$ 11,043	$ 11,421
Grade Span Adjustment				
Grades TK-3	$ 1,043	$ 1,067	$ 1,099	$ 1,136
Prorated Base, Supplemental and Concentration Rate per ADA				
Grades TK-3	$ 11,068	$ 11,323	$ 11,665	$ 12,063
Grades 4-6	$ 10,177	$ 10,411	$ 10,725	$ 11,092
Grades 7-8	$ 10,478	$ 10,719	$ 11,043	$ 11,421
Prorated Base Grants				
Grades TK-3	$ 10,025	$ 10,256	$ 10,566	$ 10,927
Grades 4-6	$ 10,177	$ 10,411	$ 10,725	$ 11,092
Grades 7-8	$ 10,478	$ 10,719	$ 11,043	$ 11,421
Prorated Grade Span Adjustment				
Grades TK-3	$ 1,043	$ 1,067	$ 1,099	$ 1,136
Supplemental Grant	20%	20%	20%	20%
Maximum - 1.00 ADA, 100% UPP				
Grades TK-3	$ 2,214	$ 2,265	$ 2,333	$ 2,413
Grades 4-6	$ 2,035	$ 2,082	$ 2,145	$ 2,218
Grades 7-8	$ 2,096	$ 2,144	$ 2,209	$ 2,284
Actual - 1.00 ADA, Local UPP as follows:	*91.22%*	*91.18%*	*91.20%*	*91.19%*
Grades TK-3	$ 2,019	$ 2,065	$ 2,128	$ 2,200
Grades 4-6	$ 1,857	$ 1,899	$ 1,956	$ 2,023
Grades 7-8	$ 1,912	$ 1,955	$ 2,014	$ 2,083
Concentration Grant (>55% population)	65%	65%	65%	65%
Maximum - 1.00 ADA, 100% UPP				
Grades TK-3	$ 7,194	$ 7,360	$ 7,582	$ 7,841
Grades 4-6	$ 6,615	$ 6,767	$ 6,971	$ 7,210
Grades 7-8	$ 6,811	$ 6,967	$ 7,178	$ 7,424
Actual - 1.00 ADA, Local UPP >55% as follows:	*36.2200%*	*36.1800%*	*36.2000%*	*36.1900%*
Grades TK-3	$ 2,606	$ 2,663	$ 2,745	$ 2,838
Grades 4-6	$ 2,396	$ 2,448	$ 2,524	$ 2,609
Grades 7-8	$ 2,467	$ 2,521	$ 2,598	$ 2,687

Oxnard (72538) - 2025-26 First Interim		10/16/2025		
DETAILED ADA CALCULATION	**2024-25**	**2025-26**	**2026-27**	**2027-28**
Third Prior Year ADA for the Hold Harmless (adjusted for current year charter shift)	2021-22 ADA	2022-23 ADA	2023-24 ADA	2024-25 ADA
Grades TK-3	5,738.43	5,620.48	5,347.10	5,169.50
Grades 4-6	4,835.86	4,345.27	4,261.65	4,051.70
Grades 7-8	3,317.48	3,040.58	2,966.95	2,891.16
LCFF Subtotal	13,891.77	13,006.33	12,575.70	12,112.36
NSS	-	-	-	-
Combined Subtotal	13,891.77	13,006.33	12,575.70	12,112.36
Second Prior Year ADA for the Hold Harmless (adjusted for current year charter shift)	2022-23 ADA	2023-24 ADA	2024-25 ADA	2025-26 ADA
Grades TK-3	5,620.48	5,347.10	5,169.50	5,023.55
Grades 4-6	4,345.27	4,261.65	4,051.70	3,916.46
Grades 7-8	3,040.58	2,966.95	2,891.16	2,785.17
LCFF Subtotal	13,006.33	12,575.70	12,112.36	11,725.18
NSS	-	-	-	-
Combined Subtotal	13,006.33	12,575.70	12,112.36	11,725.18
Prior Year ADA for the Hold Harmless (adjusted for current year charter shift)	2023-24 ADA	2024-25 ADA	2025-26 ADA	2026-27 ADA
Grades TK-3	5,347.10	5,169.50	5,023.55	4,784.03
Grades 4-6	4,261.65	4,051.70	3,916.46	3,811.72
Grades 7-8	2,966.95	2,891.16	2,785.17	2,710.67
LCFF Subtotal	12,575.70	12,112.36	11,725.18	11,306.43
NSS	-	-	-	-
Combined Subtotal	12,575.70	12,112.36	11,725.18	11,306.43
Prior 3-Year Average ADA (if charter shift percentage > -50%, adjusted for +/- current year charter shift) - **Effective beginning in 2022-23**				
Grades TK-3	5,568.67	5,379.03	5,180.05	4,992.36
Grades 4-6	4,480.93	4,219.54	4,076.60	3,926.63
Grades 7-8	3,108.34	2,966.23	2,881.09	2,795.67
LCFF Subtotal	13,157.94	12,564.80	12,137.74	11,714.66
NSS	-	-	-	-
Combined Subtotal	13,157.94	12,564.80	12,137.74	11,714.66
Current Year Charter Shift ADA for the Hold Harmless and 3-prior year average	-	-	-	-
Current Year ADA				
Grades TK-3	5,169.50	5,023.55	4,784.03	4,610.66
Grades 4-6	4,051.70	3,916.46	3,811.72	3,709.55
Grades 7-8	2,891.16	2,785.17	2,710.67	2,638.00
LCFF Subtotal	12,112.36	11,725.18	11,306.43	10,958.22
NSS	-	-	-	-
Combined Subtotal	12,112.36	11,725.18	11,306.43	10,958.22
Change in LCFF ADA (excludes NSS ADA)	(463.34) Decline	(387.18) Decline	(418.76) Decline	(348.21) Decline

Oxnard (72538) - 2025-26 First Interim		10/16/2025		
DETAILED ADA CALCULATION	**2024-25**	**2025-26**	**2026-27**	**2027-28**
Funded LCFF ADA (greater of current year, prior year or 3-prior year average)				
Grades TK-3	5,568.67	5,379.03	5,180.05	4,992.36
Grades 4-6	4,480.93	4,219.54	4,076.60	3,926.63
Grades 7-8	3,108.34	2,966.23	2,881.09	2,795.67
Grades 9-12	-	-	-	-
Subtotal	13,157.94	12,564.80	12,137.74	11,714.66
	3PY Average	*3PY Average*	*3PY Average*	*3PY Average*
Funded NSS ADA				
Grades TK-3	-	-	-	-
Grades 4-6	-	-	-	-
Grades 7-8	-	-	-	-
Grades 9-12	-	-	-	-
Subtotal	-	-	-	-
NPS, CDS, & COE Operated				
Grades TK-3	9.66	8.10	8.10	8.10
Grades 4-6	11.31	10.80	10.80	10.80
Grades 7-8	10.11	13.50	13.50	13.50
Grades 9-12	-	-	-	-
Subtotal	31.08	32.40	32.40	32.40
ACTUAL ADA *(Current Year Only)*				
Grades TK-3	5,179.16	5,031.65	4,792.13	4,618.76
Grades 4-6	4,063.01	3,927.26	3,822.52	3,720.35
Grades 7-8	2,901.27	2,798.67	2,724.17	2,651.50
Grades 9-12	-	-	-	-
Total Actual ADA	12,143.44	11,757.58	11,338.83	10,990.62
TOTAL FUNDED ADA, LCFF & NSS				
Grades TK-3	5,578.33	5,387.13	5,188.15	5,000.46
Grades 4-6	4,492.24	4,230.34	4,087.40	3,937.43
Grades 7-8	3,118.45	2,979.73	2,894.59	2,809.17
Grades 9-12	-	-	-	-
Total Funded ADA	**13,189.02**	**12,597.20**	**12,170.14**	**11,747.06**
Funded Difference (Funded ADA less Actual ADA)	*1,045.58*	*839.62*	*831.31*	*756.44*
FUNDED ADA for the Transitional Kindergarten Add-on				
Current Year TK ADA	407.57	511.75	449.60	453.18


Oxnard School District Enrollment History 2021-22 through 2025-26 Actuals
15,000
14,500
14,000
13,500
13,000
12,500
12,000
14,392
14,383
14,384
14,425
14,427
14,428
14,454
14,440
14,441
14,446
14,431
14,429
14,113
14,104
14,181
14,185
14,106
14,173
14,183
14,200
14,184
14,210
14,203
14,203
13,420
13420
13,401
13,423
13,433
13,429
13,492
13,508
13,510
13,536
13,531
13,529
13,017
13,026
13,007
13,025
13,004
13,012
12,998
12,964
12,977
12,980
12,986
12,983
12,518
12,495
AUGUST
SEPT
CALPADS (uncertified)
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUNE
JULY
2021-22 Actual
2022-23 Actual
2023-24 Actual
2024-25 Actual
2025-26 Actual

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: _____ Date: _____
District Superintendent or Designee

Printed Name: _____ Title: _____

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: December 17, 2025 Signed: _____
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

X POSITIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

_____ QUALIFIED CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

_____ NEGATIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Patricia Núñez Telephone: 805-385-1501 x2455

Title: Director of Fiscal Services E-mail: pnunez@oxnardsdorg

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Projected funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.		X
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.		X
4	Local Control Funding Formula (LCFF) Revenue	Projected LCFF revenue for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since budget adoption meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.		X
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since budget adoption that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?	X	
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since budget adoption by more than $20,000 and more than 5% for any of the current or two subsequent fiscal years?		X
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2024-25) annual payment?		X
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?	X	
		• If yes, have there been changes since budget adoption in OPEB liabilities?	n/a	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?	X	
		• If yes, have there been changes since budget adoption in self-insurance liabilities?	n/a	
S8	Status of Labor Agreements	As of first interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)		X
		• Classified? (Section S8B, Line 1b)		X
		• Management/supervisor/confidential? (Section S8C, Line 1b)		X
S8	Labor Agreement Budget Revisions	For negotiations settled since budget adoption, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	n/a	
		• Classified? (Section S8B, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?		X
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For: 2025-26 Original Budget	2025-26 Board Approved Operating Budget	2025-26 Actuals to Date	2025-26 Projected Totals
01I	General Fund/County School Service Fund	GS	GS	GS	GS
08I	Student Activity Special Revenue Fund	G	G	G	G
09I	Charter Schools Special Revenue Fund				
10I	Special Education Pass-Through Fund				
11I	Adult Education Fund				
12I	Child Development Fund	G	G	G	G
13I	Cafeteria Special Revenue Fund	G	G	G	G
14I	Deferred Maintenance Fund	G	G	G	G
15I	Pupil Transportation Equipment Fund				
17I	Special Reserve Fund for Other Than Capital Outlay Projects				
18I	School Bus Emissions Reduction Fund				
19I	Foundation Special Revenue Fund				
20I	Special Reserve Fund for Postemployment Benefits				
21I	Building Fund	G	G	G	G
25I	Capital Facilities Fund	G	G	G	G
30I	State School Building Lease-Purchase Fund				
35I	County School Facilities Fund	G	G	G	G
40I	Special Reserve Fund for Capital Outlay Projects				
49I	Capital Project Fund for Blended Component Units				
51I	Bond Interest and Redemption Fund	G	G	G	G
52I	Debt Service Fund for Blended Component Units				
53I	Tax Override Fund				
56I	Debt Service Fund				
57I	Foundation Permanent Fund				
61I	Cafeteria Enterprise Fund				
62I	Charter Schools Enterprise Fund				
63I	Other Enterprise Fund				
66I	Warehouse Revolving Fund				
67I	Self-Insurance Fund				
71I	Retiree Benefit Fund	G	G	G	G
73I	Foundation Private-Purpose Trust Fund				
76I	Warrant/Pass-Through Fund				
95I	Student Body Fund				
AI	Average Daily Attendance	S	S		S
CASH	Cashflow Worksheet				S
CI	Interim Certification				S
ESMOE	Every Student Succeeds Act Maintenance of Effort				GS
ICR	Indirect Cost Rate Worksheet				
MYPI	Multiyear Projections - General Fund				GS
SIAI	Summary of Interfund Activities - Projected Year Totals				G
01CSI	Criteria and Standards Review				S

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	12,564.78	12,564.78	11,725.18	12,564.80	.02	0.0%
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)					0.00	
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)					0.00	
4. Total, District Regular ADA (Sum of Lines A1 through A3)	12,564.78	12,564.78	11,725.18	12,564.80	.02	0.0%
5. District Funded County Program ADA						
a. County Community Schools					0.00	
b. Special Education-Special Day Class					0.00	
c. Special Education-NPS/LCI					0.00	
d. Special Education Extended Year					0.00	
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	30.36	30.36	32.40	32.40	2.04	7.0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]					0.00	
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	30.36	30.36	32.40	32.40	2.04	7.0%
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	12,595.14	12,595.14	11,757.58	12,597.20	2.06	0.0%
7. Adults in Correctional Facilities					0.00	
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
ACTUALS THROUGH THE MONTH OF (Enter Month Name):	NOVEMBER									
A. BEGINNING CASH			117,344,813.83	107,815,729.34	94,910,506.67	92,186,403.26	85,748,703.61	82,725,135.63	80,676,749.14	90,703,914.08
B. RECEIPTS										
LCFF Sources										
Principal Apportionment	8010-8019		7,015,717.00	7,015,717.00	20,722,983.00	12,628,292.00	12,628,292.00	20,722,983.00	12,628,292.00	11,364,295.80
Property Taxes	8020-8079		2,373,574.37	0.00	0.00	6,788.50	0.00	0.00	18,704,600.00	0.00
Miscellaneous Funds	8080-8099		0.00	0.00	0.00	0.00	0.00	0.00	(4,000,000.00)	0.00
Federal Revenue	8100-8299		167,689.00	146,875.00	1,522,319.83	780,394.18	40,055.52	0.00	2,281,524.75	3,958,000.00
Other State Revenue	8300-8599		1,549,800.00	1,549,800.00	2,799,904.47	5,720,860.75	4,336,174.65	3,578,648.49	4,531,459.00	3,736,897.00
Other Local Revenue	8600-8799		1,014,880.20	690,149.90	1,957,472.66	1,623,269.18	1,271,846.30	1,784,754.86	2,984,754.86	1,784,754.86
Interfund Transfers In	8900-8929		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
All Other Financing Sources	8930-8979		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL RECEIPTS			12,121,660.57	9,402,541.90	27,002,679.96	20,759,604.61	18,276,368.47	26,086,386.35	37,130,630.61	20,843,947.66
C. DISBURSEMENTS										
Certificated Salaries	1000-1999		299,972.11	11,255,375.17	10,247,398.84	10,321,064.25	10,406,263.28	11,009,416.04	10,206,407.70	10,206,407.70
Classified Salaries	2000-2999		1,758,791.57	5,153,377.61	4,591,173.38	4,445,082.12	4,509,442.29	4,444,620.00	4,491,774.14	4,461,239.31
Employee Benefits	3000-3999		2,452,430.86	6,344,132.71	5,926,441.09	5,972,456.50	6,017,769.00	6,348,605.82	6,038,096.62	6,025,552.74
Books and Supplies	4000-4999		214,016.97	519,833.83	687,928.00	842,915.70	462,088.05	550,061.26	913,241.17	835,478.47
Services	5000-5999		5,847,004.15	2,855,891.24	4,331,099.70	6,092,785.07	4,751,114.43	5,213,667.45	5,072,668.86	4,576,598.89
Capital Outlay	6000-6999		8,485.44	80,521.75	388,494.76	1,534,519.53	205,901.32	430,787.89	235,438.82	221,247.08
Other Outgo	7000-7499		23,784.00	23,784.00	104,078.00	42,812.00	42,812.00	35,664.80	43,888.78	25,433.85
Interfund Transfers Out	7600-7629		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
All Other Financing Uses	7630-7699		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DISBURSEMENTS			10,604,485.10	26,232,916.31	26,276,613.77	29,251,635.17	26,395,390.37	28,032,823.26	27,001,516.09	26,351,958.04
D. BALANCE SHEET ITEMS										
Assets and Deferred Outflows										
Cash Not In Treasury	9111-9199	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Accounts Receivable	9200-9299	17,368,441.16	5,432,499.47	4,031,343.65	718,605.21	1,151,342.39	3,840,080.37	313,045.25	313,045.25	313,045.25
Due From Other Funds	9310	340,888.40	0.00	0.00	340,888.40	0.00	0.00	0.00	0.00	0.00
Stores	9320	350,242.64	10,638.21	81,520.80	6,857.85	(57,726.07)	(4,545.33)	20,000.00	20,000.00	20,000.00
Prepaid Expenditures	9330	10,633.96	10,633.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Description	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
Other Current Assets	9340	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lease Receivable	9380									
Deferred Outflows of Resources	9490	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL		18,070,206.16	5,453,771.64	4,112,864.45	1,066,351.46	1,093,616.32	3,835,535.04	333,045.25	333,045.25	333,045.25
Liabilities and Deferred Inflows										
Accounts Payable	9500-9599	17,603,821.06	16,500,031.60	187,712.71	91,746.41	(960,714.59)	(1,259,918.88)	434,994.83	434,994.83	434,994.83
Due To Other Funds	9610	3,345,411.21	0.00	0.00	3,345,411.21	0.00	0.00	0.00	0.00	0.00
Current Loans	9640	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Unearned Revenues	9650	1,079,363.44	0.00	0.00	1,079,363.44	0.00	0.00	0.00	0.00	0.00
Deferred Inflows of Resources	9690	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL		22,028,595.71	16,500,031.60	187,712.71	4,516,521.06	(960,714.59)	(1,259,918.88)	434,994.83	434,994.83	434,994.83
Nonoperating										
Suspense Clearing	9910	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL BALANCE SHEET ITEMS		(3,958,389.55)	(11,046,259.96)	3,925,151.74	(3,450,169.60)	2,054,330.91	5,095,453.92	(101,949.58)	(101,949.58)	(101,949.58)
E. NET INCREASE/DECREASE (B - C + D)			(9,529,084.49)	(12,905,222.67)	(2,724,103.41)	(6,437,699.65)	(3,023,567.98)	(2,048,386.49)	10,027,164.94	(5,609,959.96)
F. ENDING CASH (A + E)			107,815,729.34	94,910,506.67	92,186,403.26	85,748,703.61	82,725,135.63	80,676,749.14	90,703,914.08	85,093,954.12
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

Description	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ACTUALS THROUGH THE MONTH OF (Enter Month Name):	NOVEMBER								
A. BEGINNING CASH		85,093,954.12	79,144,747.89	71,163,541.26	69,037,101.82				
B. RECEIPTS									
LCFF Sources									
Principal Apportionment	8010-8019	19,458,986.80	11,364,295.80	11,364,295.80	18,006,080.80	0.00	0.00	164,920,231.00	164,920,231.00
Property Taxes	8020-8079	0.00	0.00	12,859,413.13	0.00	0.00	0.00	33,944,376.00	33,944,376.00
Miscellaneous Funds	8080-8099	0.00	0.00	0.00	0.00	0.00	0.00	(4,000,000.00)	(4,000,000.00)
Federal Revenue	8100-8299	0.00	2,281,524.75	0.00	853,764.26	5,535,507.71	0.00	17,567,655.00	17,567,655.00
Other State Revenue	8300-8599	1,496,782.53	2,789,639.60	2,789,639.00	6,810,021.31	5,467,848.20	0.00	47,157,475.00	47,157,475.00
Other Local Revenue	8600-8799	1,875,754.86	2,784,754.86	1,784,754.86	2,608,739.44	1,770,892.16	0.00	23,936,779.00	23,936,779.00
Interfund Transfers In	8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
All Other Financing Sources	8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL RECEIPTS		22,831,524.19	19,220,215.01	28,798,102.79	28,278,605.81	12,774,248.07	0.00	283,526,516.00	283,526,516.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	10,206,407.70	10,206,407.70	10,206,407.70	10,992,568.81	0.00	0.00	115,564,097.00	115,564,097.00
Classified Salaries	2000-2999	4,413,237.61	4,465,703.62	4,440,072.01	4,726,237.34	0.00	0.00	51,900,751.00	51,900,751.00
Employee Benefits	3000-3999	6,005,833.37	6,027,386.70	6,016,857.09	6,567,062.50	0.00	0.00	69,742,625.00	69,742,625.00
Books and Supplies	4000-4999	1,222,803.74	1,069,956.83	3,178,855.22	4,534,974.76	0.00	0.00	15,032,154.00	15,032,154.00
Services	5000-5999	6,283,346.53	5,191,742.59	4,896,754.62	13,929,848.47	0.00	0.00	69,042,522.00	69,042,522.00
Capital Outlay	6000-6999	69,185.80	114,167.78	1,958,563.31	2,702,995.52	0.00	0.00	7,950,309.00	7,950,309.00
Other Outgo	7000-7499	407,966.09	24,106.84	125,082.70	1,427,132.94	0.00	0.00	2,326,546.00	2,326,546.00
Interfund Transfers Out	7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
All Other Financing Uses	7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DISBURSEMENTS		28,608,780.84	27,099,472.06	30,822,592.65	44,880,820.34	0.00	0.00	331,559,004.00	331,559,004.00
D. BALANCE SHEET ITEMS									
Assets and Deferred Outflows									
Cash Not In Treasury	9111-9199	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Accounts Receivable	9200-9299	313,045.25	313,045.25	313,045.25	316,298.57	0.00	0.00	17,368,441.16	
Due From Other Funds	9310	0.00	0.00	0.00	0.00	0.00	0.00	340,888.40	
Stores	9320	(50,000.00)	20,000.00	20,000.00	20,000.00	0.00	0.00	106,745.46	
Prepaid Expenditures	9330	0.00	0.00	0.00	0.00	0.00	0.00	10,633.96	
Other Current Assets	9340	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lease Receivable	9380							0.00	

Description	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
Deferred Outflows of Resources	9490	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
SUBTOTAL		263,045.25	333,045.25	333,045.25	336,298.57	0.00	0.00	17,826,708.98	
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599	434,994.83	434,994.83	434,994.83	434,994.83	0.00	0.00	17,603,821.06	
Due To Other Funds	9610	0.00	0.00	0.00	0.00	0.00	0.00	3,345,411.21	
Current Loans	9640	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Unearned Revenues	9650	0.00	0.00	0.00	0.00	0.00	0.00	1,079,363.44	
Deferred Inflows of Resources	9690	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
SUBTOTAL		434,994.83	434,994.83	434,994.83	434,994.83	0.00	0.00	22,028,595.71	
Nonoperating									
Suspense Clearing	9910	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL BALANCE SHEET ITEMS		(171,949.58)	(101,949.58)	(101,949.58)	(98,696.26)	0.00	0.00	(4,201,886.73)	
E. NET INCREASE/DECREASE (B - C + D)		(5,949,206.23)	(7,981,206.63)	(2,126,439.44)	(16,700,910.79)	12,774,248.07	0.00	(52,234,374.73)	(48,032,488.00)
F. ENDING CASH (A + E)		79,144,747.89	71,163,541.26	69,037,101.82	52,336,191.03				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								65,110,439.10	

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	193,481,588.00	193,481,588.00	49,763,071.87	194,864,607.00	1,383,019.00	0.7%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	4,993,081.00	4,993,081.00	589,477.94	6,002,693.00	1,009,612.00	20.2%
4) Other Local Revenue		8600-8799	8,195,000.00	8,195,000.00	870,974.21	8,157,427.00	(37,573.00)	-0.5%
5) TOTAL, REVENUES			206,669,669.00	206,669,669.00	51,223,524.02	209,024,727.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	85,556,597.00	85,556,597.00	26,320,915.73	97,514,219.00	(11,957,622.00)	-14.0%
2) Classified Salaries		2000-2999	27,114,546.00	27,114,546.00	10,027,856.71	33,909,807.00	(6,795,261.00)	-25.1%
3) Employee Benefits		3000-3999	46,431,255.00	46,431,255.00	15,988,106.79	54,431,113.00	(7,999,858.00)	-17.2%
4) Books and Supplies		4000-4999	8,438,504.00	8,438,504.00	1,268,712.58	10,068,799.00	(1,630,295.00)	-19.3%
5) Services and Other Operating Expenditures		5000-5999	20,224,404.00	20,224,404.00	10,685,121.61	22,698,922.00	(2,474,518.00)	-12.2%
6) Capital Outlay		6000-6999	715,700.00	715,700.00	1,965,131.84	3,243,671.00	(2,527,971.00)	-353.2%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	634,635.00	634,635.00	133,192.00	634,635.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(2,449,441.00)	(2,449,441.00)	0.00	(2,622,457.00)	173,016.00	-7.1%
9) TOTAL, EXPENDITURES			186,666,200.00	186,666,200.00	66,389,037.26	219,878,709.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			20,003,469.00	20,003,469.00	(15,165,513.24)	(10,853,982.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(41,199,617.00)	(41,199,617.00)	0.00	(24,069,962.00)	17,129,655.00	-41.6%
4) TOTAL, OTHER FINANCING SOURCES/USES			(41,199,617.00)	(41,199,617.00)	0.00	(24,069,962.00)		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(21,196,148.00)	(21,196,148.00)	(15,165,513.24)	(34,923,944.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	56,008,235.00	56,008,235.00		76,997,943.00	20,989,708.00	37.5%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			56,008,235.00	56,008,235.00		76,997,943.00		
d) Other Restatements		9795	0.00	0.00		(750,229.00)	(750,229.00)	New
e) Adjusted Beginning Balance (F1c + F1d)			56,008,235.00	56,008,235.00		76,247,714.00		
2) Ending Balance, June 30 (E + F1e)			34,812,087.00	34,812,087.00		41,323,770.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	20,000.00	20,000.00		20,000.00		
Stores		9712	100,000.00	100,000.00		100,000.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	3,985,576.00	3,985,576.00		8,047,870.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	30,706,511.00	30,706,511.00		33,155,900.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	137,848,696.00	137,848,696.00	39,288,018.00	133,994,373.00	(3,854,323.00)	-2.8%
Education Protection Account State Aid - Current Year		8012	24,951,595.00	24,951,595.00	8,094,691.00	30,925,858.00	5,974,263.00	23.9%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	153,705.00	153,705.00	0.00	160,680.00	6,975.00	4.5%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	15,414.29	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	30,258,039.00	30,258,039.00	1,091,797.78	29,550,589.00	(707,450.00)	-2.3%
Unsecured Roll Taxes		8042	505,778.00	505,778.00	0.00	566,727.00	60,949.00	12.1%
Prior Years' Taxes		8043	106,227.00	106,227.00	138,940.74	84,982.00	(21,245.00)	-20.0%
Supplemental Taxes		8044	863,321.00	863,321.00	254,385.84	1,213,604.00	350,283.00	40.6%
Education Revenue Augmentation Fund (ERAF)		8045	1,306,562.00	1,306,562.00	879,824.22	123,538.00	(1,183,024.00)	-90.5%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,487,665.00	1,487,665.00	0.00	2,244,256.00	756,591.00	50.9%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF								
(50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			197,481,588.00	197,481,588.00	49,763,071.87	198,864,607.00	1,383,019.00	0.7%
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091	(4,000,000.00)	(4,000,000.00)	0.00	(4,000,000.00)	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			193,481,588.00	193,481,588.00	49,763,071.87	194,864,607.00	1,383,019.00	0.7%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Donated Food Commodities		8221	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		
Title I, Part A, Basic	3010	8290						
Title I, Part D, Local Delinquent Programs	3025	8290						
Title II, Part A, Supporting Effective Instruction	4035	8290						
Title III, Immigrant Student Program	4201	8290						
Title III, English Learner Program	4203	8290						
Public Charter Schools Grant Program (PCSGP)	4610	8290						
Other Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290						
Career and Technical Education	3500-3599	8290						
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
Special Education Master Plan								
Current Year	6500	8311						
Prior Years	6500	8319						
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	474,078.00	474,078.00	0.00	473,472.00	(606.00)	-0.1%
Lottery - Unrestricted and Instructional Materials		8560	2,319,003.00	2,319,003.00	(142,026.06)	2,326,740.00	7,737.00	0.3%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
Expanded Learning Opportunities Program (ELO-P)	2600	8590						
After School Education and Safety (ASES)	6010	8590						
Charter School Facility Grant	6030	8590						
Career Technical Education Incentive Grant Program	6387	8590						
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590						

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
California Clean Energy Jobs Act	6230	8590						
Arts and Music in Schools (Prop 28)	6770	8590						
Specialized Secondary	7370	8590						
American Indian Early Childhood Education	7210	8590						
All Other State Revenue	All Other	8590	2,200,000.00	2,200,000.00	731,504.00	3,202,481.00	1,002,481.00	45.6%
TOTAL, OTHER STATE REVENUE			4,993,081.00	4,993,081.00	589,477.94	6,002,693.00	1,009,612.00	20.2%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	1,000.00	1,000.00	0.00	1,000.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	220,000.00	220,000.00	45,437.06	100,000.00	(120,000.00)	-54.5%
Interest		8660	4,000,000.00	4,000,000.00	229,107.84	4,000,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	3,974,000.00	3,974,000.00	596,429.31	4,056,427.00	82,427.00	2.1%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			8,195,000.00	8,195,000.00	870,974.21	8,157,427.00	(37,573.00)	-0.5%
TOTAL, REVENUES			206,669,669.00	206,669,669.00	51,223,524.02	209,024,727.00	2,355,058.00	1.1%
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	62,734,880.00	62,734,880.00	19,558,720.00	74,645,514.00	(11,910,634.00)	-19.0%
Certificated Pupil Support Salaries		1200	13,633,255.00	13,633,255.00	4,095,607.54	13,371,525.00	261,730.00	1.9%
Certificated Supervisors' and Administrators' Salaries		1300	7,542,608.00	7,542,608.00	2,168,503.44	7,724,462.00	(181,854.00)	-2.4%
Other Certificated Salaries		1900	1,645,854.00	1,645,854.00	498,084.75	1,772,718.00	(126,864.00)	-7.7%
TOTAL, CERTIFICATED SALARIES			85,556,597.00	85,556,597.00	26,320,915.73	97,514,219.00	(11,957,622.00)	-14.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	1,743,107.00	1,743,107.00	2,442,957.87	9,029,035.00	(7,285,928.00)	-418.0%
Classified Support Salaries		2200	5,752,375.00	5,752,375.00	1,679,850.23	5,155,177.00	597,198.00	10.4%
Classified Supervisors' and Administrators' Salaries		2300	2,178,360.00	2,178,360.00	736,271.34	2,206,691.00	(28,331.00)	-1.3%
Clerical, Technical and Office Salaries		2400	11,286,210.00	11,286,210.00	3,487,364.12	11,306,435.00	(20,225.00)	-0.2%
Other Classified Salaries		2900	6,154,494.00	6,154,494.00	1,681,413.15	6,212,469.00	(57,975.00)	-0.9%
TOTAL, CLASSIFIED SALARIES			27,114,546.00	27,114,546.00	10,027,856.71	33,909,807.00	(6,795,261.00)	-25.1%
EMPLOYEE BENEFITS								
STRS		3101-3102	15,418,296.00	15,418,296.00	4,751,479.87	17,429,277.00	(2,010,981.00)	-13.0%
PERS		3201-3202	8,109,306.00	8,109,306.00	2,868,719.18	10,252,228.00	(2,142,922.00)	-26.4%
OASDI/Medicare/Alternative		3301-3302	3,432,858.00	3,432,858.00	1,206,597.42	4,181,360.00	(748,502.00)	-21.8%
Health and Welfare Benefits		3401-3402	13,464,198.00	13,464,198.00	4,375,827.17	16,087,254.00	(2,623,056.00)	-19.5%
Unemployment Insurance		3501-3502	54,838.00	54,838.00	17,762.77	63,947.00	(9,109.00)	-16.6%
Workers' Compensation		3601-3602	1,940,812.00	1,940,812.00	609,167.95	2,202,287.00	(261,475.00)	-13.5%
OPEB, Allocated		3701-3702	2,626,947.00	2,626,947.00	775,092.19	2,831,302.00	(204,355.00)	-7.8%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	1,384,000.00	1,384,000.00	1,383,460.24	1,383,458.00	542.00	0.0%
TOTAL, EMPLOYEE BENEFITS			46,431,255.00	46,431,255.00	15,988,106.79	54,431,113.00	(7,999,858.00)	-17.2%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	1,700,000.00	1,700,000.00	0.00	1,700,000.00	0.00	0.0%
Books and Other Reference Materials		4200	177,497.00	177,497.00	57,530.33	191,702.00	(14,205.00)	-8.0%
Materials and Supplies		4300	3,117,735.00	3,117,735.00	1,051,459.05	4,658,384.00	(1,540,649.00)	-49.4%
Noncapitalized Equipment		4400	3,443,272.00	3,443,272.00	159,723.20	3,518,713.00	(75,441.00)	-2.2%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			8,438,504.00	8,438,504.00	1,268,712.58	10,068,799.00	(1,630,295.00)	-19.3%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	5,000,000.00	5,000,000.00	1,801,205.48	7,021,000.00	(2,021,000.00)	-40.4%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Travel and Conferences		5200	851,818.00	851,818.00	206,547.26	831,414.00	20,404.00	2.4%
Dues and Memberships		5300	98,370.00	98,370.00	157,421.09	180,513.00	(82,143.00)	-83.5%
Insurance		5400-5450	3,458,501.00	3,458,501.00	3,468,938.00	3,509,605.00	(51,104.00)	-1.5%
Operations and Housekeeping Services		5500	2,885,000.00	2,885,000.00	827,699.34	2,970,000.00	(85,000.00)	-2.9%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	727,924.00	727,924.00	171,778.86	619,831.00	108,093.00	14.8%
Transfers of Direct Costs		5710	(314,970.00)	(314,970.00)	(81,006.10)	(315,356.00)	386.00	-0.1%
Transfers of Direct Costs - Interfund		5750	1,811.00	1,811.00	79.35	925.00	886.00	48.9%
Professional/Consulting Services and Operating Expenditures		5800	6,779,000.00	6,779,000.00	3,775,245.24	7,166,540.00	(387,540.00)	-5.7%
Communications		5900	736,950.00	736,950.00	357,213.09	714,450.00	22,500.00	3.1%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			20,224,404.00	20,224,404.00	10,685,121.61	22,698,922.00	(2,474,518.00)	-12.2%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	1,211,772.25	1,725,656.00	(1,725,656.00)	New
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	715,700.00	715,700.00	616,008.86	1,380,664.00	(664,964.00)	-92.9%
Equipment Replacement		6500	0.00	0.00	137,350.73	137,351.00	(137,351.00)	New
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			715,700.00	715,700.00	1,965,131.84	3,243,671.00	(2,527,971.00)	-353.2%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict								
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	161,432.00	161,432.00	0.00	161,432.00	0.00	0.0%
Payments to County Offices		7142	473,203.00	473,203.00	133,192.00	473,203.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			634,635.00	634,635.00	133,192.00	634,635.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	(2,159,640.00)	(2,159,640.00)	0.00	(2,201,289.00)	41,649.00	-1.9%
Transfers of Indirect Costs - Interfund		7350	(289,801.00)	(289,801.00)	0.00	(421,168.00)	131,367.00	-45.3%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(2,449,441.00)	(2,449,441.00)	0.00	(2,622,457.00)	173,016.00	-7.1%
TOTAL, EXPENDITURES			186,666,200.00	186,666,200.00	66,389,037.26	219,878,709.00	(33,212,509.00)	-17.8%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	(41,199,617.00)	(41,199,617.00)	0.00	(24,069,962.00)	17,129,655.00	-41.6%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(41,199,617.00)	(41,199,617.00)	0.00	(24,069,962.00)	17,129,655.00	-41.6%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(41,199,617.00)	(41,199,617.00)	0.00	(24,069,962.00)	17,129,655.00	-41.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	12,157,687.00	12,157,687.00	2,617,278.01	17,567,655.00	5,409,968.00	44.5%
3) Other State Revenue		8300-8599	34,234,467.00	34,234,467.00	11,030,887.28	41,154,782.00	6,920,315.00	20.2%
4) Other Local Revenue		8600-8799	15,307,381.00	15,307,381.00	4,414,797.73	15,779,352.00	471,971.00	3.1%
5) TOTAL, REVENUES			61,699,535.00	61,699,535.00	18,062,963.02	74,501,789.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	27,513,802.00	27,513,802.00	5,802,894.64	18,049,878.00	9,463,924.00	34.4%
2) Classified Salaries		2000-2999	23,693,299.00	23,693,299.00	5,920,567.97	17,990,944.00	5,702,355.00	24.1%
3) Employee Benefits		3000-3999	21,828,242.00	21,828,242.00	4,707,354.37	15,311,512.00	6,516,730.00	29.9%
4) Books and Supplies		4000-4999	5,929,472.00	5,929,472.00	995,981.92	4,963,355.00	966,117.00	16.3%
5) Services and Other Operating Expenditures		5000-5999	37,118,172.00	37,118,172.00	8,441,658.55	46,343,600.00	(9,225,428.00)	-24.9%
6) Capital Outlay		6000-6999	61,620.00	61,620.00	46,889.64	4,706,638.00	(4,645,018.00)	-7,538.2%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	2,094,661.00	2,094,661.00	61,266.00	2,113,079.00	(18,418.00)	-0.9%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	2,159,640.00	2,159,640.00	0.00	2,201,289.00	(41,649.00)	-1.9%
9) TOTAL, EXPENDITURES			120,398,908.00	120,398,908.00	25,976,613.09	111,680,295.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(58,699,373.00)	(58,699,373.00)	(7,913,650.07)	(37,178,506.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	41,199,617.00	41,199,617.00	0.00	24,069,962.00	(17,129,655.00)	-41.6%
4) TOTAL, OTHER FINANCING SOURCES/USES			41,199,617.00	41,199,617.00	0.00	24,069,962.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(17,499,756.00)	(17,499,756.00)	(7,913,650.07)	(13,108,544.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	40,993,978.00	40,993,978.00		37,738,480.00	(3,255,498.00)	-7.9%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			40,993,978.00	40,993,978.00		37,738,480.00		
d) Other Restatements		9795	0.00	0.00		750,229.00	750,229.00	New
e) Adjusted Beginning Balance (F1c + F1d)			40,993,978.00	40,993,978.00		38,488,709.00		
2) Ending Balance, June 30 (E + F1e)			23,494,222.00	23,494,222.00		25,380,165.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
b) Restricted		9740	23,494,222.00	23,494,222.00		25,380,165.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF								
(50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, LCFF Sources			0.00	0.00	0.00	0.00		
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091						
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	3,083,101.00	3,083,101.00	0.00	3,083,101.00	0.00	0.0%
Special Education Discretionary Grants		8182	240,712.00	240,712.00	0.00	232,043.00	(8,669.00)	-3.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	5,206,502.00	5,206,502.00	641,765.94	5,875,603.00	669,101.00	12.9%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	581,983.00	581,983.00	114,144.18	567,019.00	(14,964.00)	-2.6%
Title III, Immigrant Student Program	4201	8290	65,501.00	65,501.00	11,066.36	89,759.00	24,258.00	37.0%
Title III, English Learner Program	4203	8290	1,116,561.00	1,116,561.00	372,932.79	947,853.00	(168,708.00)	-15.1%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290	792,716.00	792,716.00	191,182.83	854,138.00	61,422.00	7.7%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	1,070,611.00	1,070,611.00	1,286,185.91	5,918,139.00	4,847,528.00	452.8%
TOTAL, FEDERAL REVENUE			12,157,687.00	12,157,687.00	2,617,278.01	17,567,655.00	5,409,968.00	44.5%
OTHER STATE REVENUE								
Other State Apportionments								
Special Education Master Plan								
Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	454,448.00	454,448.00	131,550.00	469,822.00	15,374.00	3.4%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00		
Lottery - Unrestricted and Instructional Materials		8560	995,593.00	995,593.00	(139,039.88)	829,298.00	(166,295.00)	-16.7%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
Expanded Learning Opportunities Program (ELO-P)	2600	8590	24,624,645.00	24,624,645.00	6,476,916.00	23,131,841.00	(1,492,804.00)	-6.1%
After School Education and Safety (ASES)	6010	8590	3,681,717.00	3,681,717.00	368,171.69	3,681,717.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Arts and Music in Schools (Prop 28)	6770	8590	2,277,303.00	2,277,303.00	734,334.00	2,622,624.00	345,321.00	15.2%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	2,200,761.00	2,200,761.00	3,458,955.47	10,419,480.00	8,218,719.00	373.4%
TOTAL, OTHER STATE REVENUE			34,234,467.00	34,234,467.00	11,030,887.28	41,154,782.00	6,920,315.00	20.2%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	90,000.00	90,000.00	0.00	90,000.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	400,000.00	400,000.00	New
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	3,678,547.00	3,678,547.00	1,215,435.73	3,752,083.00	73,536.00	2.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
From County Offices	6500	8792	11,538,834.00	11,538,834.00	3,199,362.00	11,537,269.00	(1,565.00)	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			15,307,381.00	15,307,381.00	4,414,797.73	15,779,352.00	471,971.00	3.1%
TOTAL, REVENUES			61,699,535.00	61,699,535.00	18,062,963.02	74,501,789.00	12,802,254.00	20.7%
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	20,335,716.00	20,335,716.00	3,227,031.45	9,506,582.00	10,829,134.00	53.3%
Certificated Pupil Support Salaries		1200	2,315,702.00	2,315,702.00	1,080,164.39	3,853,861.00	(1,538,159.00)	-66.4%
Certificated Supervisors' and Administrators' Salaries		1300	2,736,944.00	2,736,944.00	930,749.28	2,540,661.00	196,283.00	7.2%
Other Certificated Salaries		1900	2,125,440.00	2,125,440.00	564,949.52	2,148,774.00	(23,334.00)	-1.1%
TOTAL, CERTIFICATED SALARIES			27,513,802.00	27,513,802.00	5,802,894.64	18,049,878.00	9,463,924.00	34.4%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	12,061,867.00	12,061,867.00	1,816,367.24	5,698,874.00	6,362,993.00	52.8%
Classified Support Salaries		2200	6,292,529.00	6,292,529.00	2,342,116.77	7,023,018.00	(730,489.00)	-11.6%
Classified Supervisors' and Administrators' Salaries		2300	739,995.00	739,995.00	206,281.36	690,515.00	49,480.00	6.7%
Clerical, Technical and Office Salaries		2400	3,217,392.00	3,217,392.00	1,003,509.74	3,131,437.00	85,955.00	2.7%
Other Classified Salaries		2900	1,381,516.00	1,381,516.00	552,292.86	1,447,100.00	(65,584.00)	-4.7%
TOTAL, CLASSIFIED SALARIES			23,693,299.00	23,693,299.00	5,920,567.97	17,990,944.00	5,702,355.00	24.1%
EMPLOYEE BENEFITS								
STRS		3101-3102	4,891,847.00	4,891,847.00	1,035,837.46	3,310,548.00	1,581,299.00	32.3%
PERS		3201-3202	6,880,076.00	6,880,076.00	1,572,182.86	4,981,423.00	1,898,653.00	27.6%
OASDI/Medicare/Alternative		3301-3302	2,278,510.00	2,278,510.00	548,940.47	1,644,320.00	634,190.00	27.8%
Health and Welfare Benefits		3401-3402	5,997,784.00	5,997,784.00	1,190,270.39	4,199,520.00	1,798,264.00	30.0%
Unemployment Insurance		3501-3502	25,409.00	25,409.00	5,773.52	17,644.00	7,765.00	30.6%
Workers' Compensation		3601-3602	881,023.00	881,023.00	196,631.40	604,412.00	276,611.00	31.4%
OPEB, Allocated		3701-3702	873,593.00	873,593.00	157,718.27	553,645.00	319,948.00	36.6%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			21,828,242.00	21,828,242.00	4,707,354.37	15,311,512.00	6,516,730.00	29.9%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	2,558,000.00	2,558,000.00	105,349.70	739,798.00	1,818,202.00	71.1%
Books and Other Reference Materials		4200	222,327.00	222,327.00	32,072.55	240,319.00	(17,992.00)	-8.1%
Materials and Supplies		4300	2,810,764.00	2,810,764.00	729,210.17	3,604,187.00	(793,423.00)	-28.2%
Noncapitalized Equipment		4400	338,381.00	338,381.00	129,349.50	379,051.00	(40,670.00)	-12.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			5,929,472.00	5,929,472.00	995,981.92	4,963,355.00	966,117.00	16.3%
SERVICES AND OTHER OPERATING EXPENDITURES								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Subagreements for Services		5100	27,475,326.00	27,475,326.00	4,236,210.75	35,672,570.00	(8,197,244.00)	-29.8%
Travel and Conferences		5200	537,316.00	537,316.00	218,160.30	607,153.00	(69,837.00)	-13.0%
Dues and Memberships		5300	5,600.00	5,600.00	72,160.00	77,621.00	(72,021.00)	-1,286.1%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	1,238,000.00	1,238,000.00	331,262.80	1,419,000.00	(181,000.00)	-14.6%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	379,590.00	379,590.00	248,980.64	776,500.00	(396,910.00)	-104.6%
Transfers of Direct Costs		5710	314,970.00	314,970.00	81,006.10	315,356.00	(386.00)	-0.1%
Transfers of Direct Costs - Interfund		5750	217,100.00	217,100.00	119,475.48	197,000.00	20,100.00	9.3%
Professional/Consulting Services and Operating Expenditures		5800	6,921,270.00	6,921,270.00	3,091,996.74	7,130,300.00	(209,030.00)	-3.0%
Communications		5900	29,000.00	29,000.00	42,405.74	148,100.00	(119,100.00)	-410.7%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			37,118,172.00	37,118,172.00	8,441,658.55	46,343,600.00	(9,225,428.00)	-24.9%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	1,000,000.00	(1,000,000.00)	New
Buildings and Improvements of Buildings		6200	0.00	0.00	46,889.64	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	61,620.00	61,620.00	0.00	3,677,808.00	(3,616,188.00)	-5,868.5%
Equipment Replacement		6500	0.00	0.00	0.00	28,830.00	(28,830.00)	New
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			61,620.00	61,620.00	46,889.64	4,706,638.00	(4,645,018.00)	-7,538.2%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict								
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	2,094,661.00	2,094,661.00	61,266.00	2,113,079.00	(18,418.00)	-0.9%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			2,094,661.00	2,094,661.00	61,266.00	2,113,079.00	(18,418.00)	-0.9%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	2,159,640.00	2,159,640.00	0.00	2,201,289.00	(41,649.00)	-1.9%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			2,159,640.00	2,159,640.00	0.00	2,201,289.00	(41,649.00)	-1.9%
TOTAL, EXPENDITURES			120,398,908.00	120,398,908.00	25,976,613.09	111,680,295.00	8,718,613.00	7.2%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00		
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	41,199,617.00	41,199,617.00	0.00	24,069,962.00	(17,129,655.00)	-41.6%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			41,199,617.00	41,199,617.00	0.00	24,069,962.00	(17,129,655.00)	-41.6%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			41,199,617.00	41,199,617.00	0.00	24,069,962.00	17,129,655.00	41.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	193,481,588.00	193,481,588.00	49,763,071.87	194,864,607.00	1,383,019.00	0.7%
2) Federal Revenue		8100-8299	12,157,687.00	12,157,687.00	2,617,278.01	17,567,655.00	5,409,968.00	44.5%
3) Other State Revenue		8300-8599	39,227,548.00	39,227,548.00	11,620,365.22	47,157,475.00	7,929,927.00	20.2%
4) Other Local Revenue		8600-8799	23,502,381.00	23,502,381.00	5,285,771.94	23,936,779.00	434,398.00	1.8%
5) TOTAL, REVENUES			268,369,204.00	268,369,204.00	69,286,487.04	283,526,516.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	113,070,399.00	113,070,399.00	32,123,810.37	115,564,097.00	(2,493,698.00)	-2.2%
2) Classified Salaries		2000-2999	50,807,845.00	50,807,845.00	15,948,424.68	51,900,751.00	(1,092,906.00)	-2.2%
3) Employee Benefits		3000-3999	68,259,497.00	68,259,497.00	20,695,461.16	69,742,625.00	(1,483,128.00)	-2.2%
4) Books and Supplies		4000-4999	14,367,976.00	14,367,976.00	2,264,694.50	15,032,154.00	(664,178.00)	-4.6%
5) Services and Other Operating Expenditures		5000-5999	57,342,576.00	57,342,576.00	19,126,780.16	69,042,522.00	(11,699,946.00)	-20.4%
6) Capital Outlay		6000-6999	777,320.00	777,320.00	2,012,021.48	7,950,309.00	(7,172,989.00)	-922.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	2,729,296.00	2,729,296.00	194,458.00	2,747,714.00	(18,418.00)	-0.7%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(289,801.00)	(289,801.00)	0.00	(421,168.00)	131,367.00	-45.3%
9) TOTAL, EXPENDITURES			307,065,108.00	307,065,108.00	92,365,650.35	331,559,004.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(38,695,904.00)	(38,695,904.00)	(23,079,163.31)	(48,032,488.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(38,695,904.00)	(38,695,904.00)	(23,079,163.31)	(48,032,488.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	97,002,213.00	97,002,213.00		114,736,423.00	17,734,210.00	18.3%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			97,002,213.00	97,002,213.00		114,736,423.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			97,002,213.00	97,002,213.00		114,736,423.00		
2) Ending Balance, June 30 (E + F1e)			58,306,309.00	58,306,309.00		66,703,935.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	20,000.00	20,000.00		20,000.00		
Stores		9712	100,000.00	100,000.00		100,000.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
b) Restricted		9740	23,494,222.00	23,494,222.00		25,380,165.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	3,985,576.00	3,985,576.00		8,047,870.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	30,706,511.00	30,706,511.00		33,155,900.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	137,848,696.00	137,848,696.00	39,288,018.00	133,994,373.00	(3,854,323.00)	-2.8%
Education Protection Account State Aid - Current Year		8012	24,951,595.00	24,951,595.00	8,094,691.00	30,925,858.00	5,974,263.00	23.9%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	153,705.00	153,705.00	0.00	160,680.00	6,975.00	4.5%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	15,414.29	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	30,258,039.00	30,258,039.00	1,091,797.78	29,550,589.00	(707,450.00)	-2.3%
Unsecured Roll Taxes		8042	505,778.00	505,778.00	0.00	566,727.00	60,949.00	12.1%
Prior Years' Taxes		8043	106,227.00	106,227.00	138,940.74	84,982.00	(21,245.00)	-20.0%
Supplemental Taxes		8044	863,321.00	863,321.00	254,385.84	1,213,604.00	350,283.00	40.6%
Education Revenue Augmentation Fund (ERAF)		8045	1,306,562.00	1,306,562.00	879,824.22	123,538.00	(1,183,024.00)	-90.5%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,487,665.00	1,487,665.00	0.00	2,244,256.00	756,591.00	50.9%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF								
(50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			197,481,588.00	197,481,588.00	49,763,071.87	198,864,607.00	1,383,019.00	0.7%
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091	(4,000,000.00)	(4,000,000.00)	0.00	(4,000,000.00)	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			193,481,588.00	193,481,588.00	49,763,071.87	194,864,607.00	1,383,019.00	0.7%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	3,083,101.00	3,083,101.00	0.00	3,083,101.00	0.00	0.0%
Special Education Discretionary Grants		8182	240,712.00	240,712.00	0.00	232,043.00	(8,669.00)	-3.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	5,206,502.00	5,206,502.00	641,765.94	5,875,603.00	669,101.00	12.9%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	581,983.00	581,983.00	114,144.18	567,019.00	(14,964.00)	-2.6%
Title III, Immigrant Student Program	4201	8290	65,501.00	65,501.00	11,066.36	89,759.00	24,258.00	37.0%
Title III, English Learner Program	4203	8290	1,116,561.00	1,116,561.00	372,932.79	947,853.00	(168,708.00)	-15.1%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290	792,716.00	792,716.00	191,182.83	854,138.00	61,422.00	7.7%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	1,070,611.00	1,070,611.00	1,286,185.91	5,918,139.00	4,847,528.00	452.8%
TOTAL, FEDERAL REVENUE			12,157,687.00	12,157,687.00	2,617,278.01	17,567,655.00	5,409,968.00	44.5%
OTHER STATE REVENUE								
Other State Apportionments								
Special Education Master Plan								
Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	454,448.00	454,448.00	131,550.00	469,822.00	15,374.00	3.4%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	474,078.00	474,078.00	0.00	473,472.00	(606.00)	-0.1%
Lottery - Unrestricted and Instructional Materials		8560	3,314,596.00	3,314,596.00	(281,065.94)	3,156,038.00	(158,558.00)	-4.8%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
Expanded Learning Opportunities Program (ELO-P)	2600	8590	24,624,645.00	24,624,645.00	6,476,916.00	23,131,841.00	(1,492,804.00)	-6.1%
After School Education and Safety (ASES)	6010	8590	3,681,717.00	3,681,717.00	368,171.69	3,681,717.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Arts and Music in Schools (Prop 28)	6770	8590	2,277,303.00	2,277,303.00	734,334.00	2,622,624.00	345,321.00	15.2%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	4,400,761.00	4,400,761.00	4,190,459.47	13,621,961.00	9,221,200.00	209.5%
TOTAL, OTHER STATE REVENUE			39,227,548.00	39,227,548.00	11,620,365.22	47,157,475.00	7,929,927.00	20.2%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	91,000.00	91,000.00	0.00	91,000.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	220,000.00	220,000.00	45,437.06	100,000.00	(120,000.00)	-54.5%
Interest		8660	4,000,000.00	4,000,000.00	229,107.84	4,000,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	400,000.00	400,000.00	New
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	7,652,547.00	7,652,547.00	1,811,865.04	7,808,510.00	155,963.00	2.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
From County Offices	6500	8792	11,538,834.00	11,538,834.00	3,199,362.00	11,537,269.00	(1,565.00)	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			23,502,381.00	23,502,381.00	5,285,771.94	23,936,779.00	434,398.00	1.8%
TOTAL, REVENUES			268,369,204.00	268,369,204.00	69,286,487.04	283,526,516.00	15,157,312.00	5.6%
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	83,070,596.00	83,070,596.00	22,785,751.45	84,152,096.00	(1,081,500.00)	-1.3%
Certificated Pupil Support Salaries		1200	15,948,957.00	15,948,957.00	5,175,771.93	17,225,386.00	(1,276,429.00)	-8.0%
Certificated Supervisors' and Administrators' Salaries		1300	10,279,552.00	10,279,552.00	3,099,252.72	10,265,123.00	14,429.00	0.1%
Other Certificated Salaries		1900	3,771,294.00	3,771,294.00	1,063,034.27	3,921,492.00	(150,198.00)	-4.0%
TOTAL, CERTIFICATED SALARIES			113,070,399.00	113,070,399.00	32,123,810.37	115,564,097.00	(2,493,698.00)	-2.2%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	13,804,974.00	13,804,974.00	4,259,325.11	14,727,909.00	(922,935.00)	-6.7%
Classified Support Salaries		2200	12,044,904.00	12,044,904.00	4,021,967.00	12,178,195.00	(133,291.00)	-1.1%
Classified Supervisors' and Administrators' Salaries		2300	2,918,355.00	2,918,355.00	942,552.70	2,897,206.00	21,149.00	0.7%
Clerical, Technical and Office Salaries		2400	14,503,602.00	14,503,602.00	4,490,873.86	14,437,872.00	65,730.00	0.5%
Other Classified Salaries		2900	7,536,010.00	7,536,010.00	2,233,706.01	7,659,569.00	(123,559.00)	-1.6%
TOTAL, CLASSIFIED SALARIES			50,807,845.00	50,807,845.00	15,948,424.68	51,900,751.00	(1,092,906.00)	-2.2%
EMPLOYEE BENEFITS								
STRS		3101-3102	20,310,143.00	20,310,143.00	5,787,317.33	20,739,825.00	(429,682.00)	-2.1%
PERS		3201-3202	14,989,382.00	14,989,382.00	4,440,902.04	15,233,651.00	(244,269.00)	-1.6%
OASDI/Medicare/Alternative		3301-3302	5,711,368.00	5,711,368.00	1,755,537.89	5,825,680.00	(114,312.00)	-2.0%
Health and Welfare Benefits		3401-3402	19,461,982.00	19,461,982.00	5,566,097.56	20,286,774.00	(824,792.00)	-4.2%
Unemployment Insurance		3501-3502	80,247.00	80,247.00	23,536.29	81,591.00	(1,344.00)	-1.7%
Workers' Compensation		3601-3602	2,821,835.00	2,821,835.00	805,799.35	2,806,699.00	15,136.00	0.5%
OPEB, Allocated		3701-3702	3,500,540.00	3,500,540.00	932,810.46	3,384,947.00	115,593.00	3.3%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	1,384,000.00	1,384,000.00	1,383,460.24	1,383,458.00	542.00	0.0%
TOTAL, EMPLOYEE BENEFITS			68,259,497.00	68,259,497.00	20,695,461.16	69,742,625.00	(1,483,128.00)	-2.2%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	4,258,000.00	4,258,000.00	105,349.70	2,439,798.00	1,818,202.00	42.7%
Books and Other Reference Materials		4200	399,824.00	399,824.00	89,602.88	432,021.00	(32,197.00)	-8.1%
Materials and Supplies		4300	5,928,499.00	5,928,499.00	1,780,669.22	8,262,571.00	(2,334,072.00)	-39.4%
Noncapitalized Equipment		4400	3,781,653.00	3,781,653.00	289,072.70	3,897,764.00	(116,111.00)	-3.1%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			14,367,976.00	14,367,976.00	2,264,694.50	15,032,154.00	(664,178.00)	-4.6%
SERVICES AND OTHER OPERATING EXPENDITURES								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Subagreements for Services		5100	32,475,326.00	32,475,326.00	6,037,416.23	42,693,570.00	(10,218,244.00)	-31.5%
Travel and Conferences		5200	1,389,134.00	1,389,134.00	424,707.56	1,438,567.00	(49,433.00)	-3.6%
Dues and Memberships		5300	103,970.00	103,970.00	229,581.09	258,134.00	(154,164.00)	-148.3%
Insurance		5400-5450	3,458,501.00	3,458,501.00	3,468,938.00	3,509,605.00	(51,104.00)	-1.5%
Operations and Housekeeping Services		5500	4,123,000.00	4,123,000.00	1,158,962.14	4,389,000.00	(266,000.00)	-6.5%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,107,514.00	1,107,514.00	420,759.50	1,396,331.00	(288,817.00)	-26.1%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	218,911.00	218,911.00	119,554.83	197,925.00	20,986.00	9.6%
Professional/Consulting Services and Operating Expenditures		5800	13,700,270.00	13,700,270.00	6,867,241.98	14,296,840.00	(596,570.00)	-4.4%
Communications		5900	765,950.00	765,950.00	399,618.83	862,550.00	(96,600.00)	-12.6%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			57,342,576.00	57,342,576.00	19,126,780.16	69,042,522.00	(11,699,946.00)	-20.4%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	1,000,000.00	(1,000,000.00)	New
Buildings and Improvements of Buildings		6200	0.00	0.00	1,258,661.89	1,725,656.00	(1,725,656.00)	New
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	777,320.00	777,320.00	616,008.86	5,058,472.00	(4,281,152.00)	-550.8%
Equipment Replacement		6500	0.00	0.00	137,350.73	166,181.00	(166,181.00)	New
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			777,320.00	777,320.00	2,012,021.48	7,950,309.00	(7,172,989.00)	-922.8%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict								
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	161,432.00	161,432.00	0.00	161,432.00	0.00	0.0%
Payments to County Offices		7142	2,567,864.00	2,567,864.00	194,458.00	2,586,282.00	(18,418.00)	-0.7%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			2,729,296.00	2,729,296.00	194,458.00	2,747,714.00	(18,418.00)	-0.7%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(289,801.00)	(289,801.00)	0.00	(421,168.00)	131,367.00	-45.3%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(289,801.00)	(289,801.00)	0.00	(421,168.00)	131,367.00	-45.3%
TOTAL, EXPENDITURES			307,065,108.00	307,065,108.00	92,365,650.35	331,559,004.00	(24,493,896.00)	-8.0%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00	0.00	0.0%

Resource	Description	2025-26 Projected Totals
2600	Expanded Learning Opportunities Program	1,228,132.00
6019	Student Support and Professional Development Discretionary Block Grant (SSPDDBG)	3,286,952.00
6211	Literacy Coaches and Reading Specialists Grant Program	3,030,331.00
6510	Special Ed: Early Ed Individuals with Exceptional Needs (Infant Program)	100,235.00
6546	Mental Health-Related Services	930,415.00
6547	Special Education Early Intervention Preschool Grant	987,816.00
6770	Arts and Music in Schools (AMS)-Funding Guarantee and Accountability Act (Prop 28)	1,615,353.00
7085	Learning Communities for School Success Program	1,280,891.00
7435	Learning Recovery Emergency Block Grant	84,347.00
7810	Other Restricted State	9,922.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Section 17070.75)	8,765,811.00
9010	Other Restricted Local	4,059,960.00
Total, Restricted Balance		25,380,165.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.00	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.00	0.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.00	0.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	218,198.00	218,198.00		188,766.00	(29,432.00)	-13.5%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			218,198.00	218,198.00		188,766.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			218,198.00	218,198.00		188,766.00		
2) Ending Balance, June 30 (E + F1e)			218,198.00	218,198.00		188,766.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	218,198.00	218,198.00		188,766.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
REVENUES								
Sale of Equipment and Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%
CAPITAL OUTLAY								
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2025-26 Project Year Totals
8210	Student Activity Funds	188,766.00
Total, Restricted Balance		188,766.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.00	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.00	0.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.00	0.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.00	0.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	356,196.00	356,196.00		367,760.00	11,564.00	3.2%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			356,196.00	356,196.00		367,760.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			356,196.00	356,196.00		367,760.00		
2) Ending Balance, June 30 (E + F1e)			356,196.00	356,196.00		367,760.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	356,196.00	356,196.00		367,760.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
Expanded Learning Opportunities Program (ELO-P)	2600	8590	0.00	0.00	0.00	0.00	0.00	0.0%
State Preschool	6105	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Arts and Music in Schools (Prop 28)	6770	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.00	0.00		
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and								
Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
From: General Fund		8911	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2025-26 Projected Totals
5059	Early Education: ARP California State Preschool Program One-time Stipend	96,302.00
6130	Early Education: Center-Based Reserve Account	16,053.00
7810	Other Restricted State	24,000.00
9010	Other Restricted Local	231,405.00
Total, Restricted Balance		367,760.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	9,713,014.00	9,713,014.00	127,077.32	10,480,603.00	767,589.00	7.9%
3) Other State Revenue		8300-8599	2,579,249.00	2,579,249.00	0.00	3,420,038.00	840,789.00	32.6%
4) Other Local Revenue		8600-8799	45,931.00	45,931.00	8,270.17	45,931.00	0.00	0.0%
5) TOTAL, REVENUES			12,338,194.00	12,338,194.00	135,347.49	13,946,572.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	5,072,075.00	5,072,075.00	1,305,718.90	5,318,482.00	(246,407.00)	-4.9%
3) Employee Benefits		3000-3999	2,264,059.00	2,264,059.00	598,618.18	2,424,391.00	(160,332.00)	-7.1%
4) Books and Supplies		4000-4999	6,762,990.00	6,762,990.00	1,665,490.50	8,947,485.00	(2,184,495.00)	-32.3%
5) Services and Other Operating Expenditures		5000-5999	(69,611.00)	(69,611.00)	(69,458.68)	30,925.00	(100,536.00)	144.4%
6) Capital Outlay		6000-6999	1,000,000.00	1,000,000.00	254,750.06	1,665,000.00	(665,000.00)	-66.5%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	289,801.00	289,801.00	0.00	421,168.00	(131,367.00)	-45.3%
9) TOTAL, EXPENDITURES			15,319,314.00	15,319,314.00	3,755,118.96	18,807,451.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(2,981,120.00)	(2,981,120.00)	(3,619,771.47)	(4,860,879.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,981,120.00)	(2,981,120.00)	(3,619,771.47)	(4,860,879.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	11,538,132.00	11,538,132.00		16,047,983.00	4,509,851.00	39.1%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			11,538,132.00	11,538,132.00		16,047,983.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			11,538,132.00	11,538,132.00		16,047,983.00		
2) Ending Balance, June 30 (E + F1e)			8,557,012.00	8,557,012.00		11,187,104.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	8,557,012.00	8,557,012.00		11,187,104.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
Child Nutrition Programs		8220	9,713,014.00	9,713,014.00	127,077.32	10,480,603.00	767,589.00	7.9%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			9,713,014.00	9,713,014.00	127,077.32	10,480,603.00	767,589.00	7.9%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	2,579,249.00	2,579,249.00	0.00	3,315,741.00	736,492.00	28.6%
All Other State Revenue		8590	0.00	0.00	0.00	104,297.00	104,297.00	New
TOTAL, OTHER STATE REVENUE			2,579,249.00	2,579,249.00	0.00	3,420,038.00	840,789.00	32.6%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	24,299.00	24,299.00	7,591.86	24,299.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	20,000.00	20,000.00	0.00	20,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	1,632.00	1,632.00	678.31	1,632.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			45,931.00	45,931.00	8,270.17	45,931.00	0.00	0.0%
TOTAL, REVENUES			12,338,194.00	12,338,194.00	135,347.49	13,946,572.00		
CERTIFICATED SALARIES								
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	4,645,314.00	4,645,314.00	1,173,410.07	4,887,422.00	(242,108.00)	-5.2%
Classified Supervisors' and Administrators' Salaries		2300	258,816.00	258,816.00	86,579.36	258,816.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	167,945.00	167,945.00	45,729.47	172,244.00	(4,299.00)	-2.6%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			5,072,075.00	5,072,075.00	1,305,718.90	5,318,482.00	(246,407.00)	-4.9%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	4,775.00	(4,775.00)	New
PERS		3201-3202	1,347,651.00	1,347,651.00	339,103.87	1,418,623.00	(70,972.00)	-5.3%
OASDI/Medicare/Alternative		3301-3302	383,564.00	383,564.00	98,616.12	401,508.00	(17,944.00)	-4.7%
Health and Welfare Benefits		3401-3402	384,855.00	384,855.00	121,162.91	449,587.00	(64,732.00)	-16.8%
Unemployment Insurance		3501-3502	2,506.00	2,506.00	645.01	2,623.00	(117.00)	-4.7%
Workers' Compensation		3601-3602	87,323.00	87,323.00	21,906.32	89,115.00	(1,792.00)	-2.1%
OPEB, Allocated		3701-3702	58,160.00	58,160.00	17,183.95	58,160.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			2,264,059.00	2,264,059.00	598,618.18	2,424,391.00	(160,332.00)	-7.1%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	5,000.00	5,000.00	0.00	5,000.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Materials and Supplies		4300	461,490.00	461,490.00	185,597.25	497,387.00	(35,897.00)	-7.8%
Noncapitalized Equipment		4400	116,500.00	116,500.00	25,651.99	151,500.00	(35,000.00)	-30.0%
Food		4700	6,180,000.00	6,180,000.00	1,454,241.26	8,293,598.00	(2,113,598.00)	-34.2%
TOTAL, BOOKS AND SUPPLIES			6,762,990.00	6,762,990.00	1,665,490.50	8,947,485.00	(2,184,495.00)	-32.3%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	13,500.00	13,500.00	4,882.30	14,152.00	(652.00)	-4.8%
Dues and Memberships		5300	1,250.00	1,250.00	223.00	1,250.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	60,450.00	60,450.00	15,465.38	130,000.00	(69,550.00)	-115.1%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	30,000.00	30,000.00	675.00	30,000.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(218,911.00)	(218,911.00)	(119,554.83)	(197,925.00)	(20,986.00)	9.6%
Professional/Consulting Services and Operating Expenditures		5800	41,200.00	41,200.00	28,647.33	50,548.00	(9,348.00)	-22.7%
Communications		5900	2,900.00	2,900.00	203.14	2,900.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			(69,611.00)	(69,611.00)	(69,458.68)	30,925.00	(100,536.00)	144.4%
CAPITAL OUTLAY								
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	65,000.00	(65,000.00)	New
Equipment		6400	1,000,000.00	1,000,000.00	254,750.06	1,600,000.00	(600,000.00)	-60.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,000,000.00	1,000,000.00	254,750.06	1,665,000.00	(665,000.00)	-66.5%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	289,801.00	289,801.00	0.00	421,168.00	(131,367.00)	-45.3%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			289,801.00	289,801.00	0.00	421,168.00	(131,367.00)	-45.3%
TOTAL, EXPENDITURES			15,319,314.00	15,319,314.00	3,755,118.96	18,807,451.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8916	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Long-Term Debt Proceeds								
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2025-26 Projected Totals
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	5,106,624.00
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Centers and Family Day Care Homes (Meal Reimbursements)	3,603,695.00
5330	Child Nutrition: Summer Food Service Program Operations	2,476,785.00
Total, Restricted Balance		11,187,104.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	4,000,000.00	4,000,000.00	0.00	4,000,000.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	50,000.00	50,000.00	0.00	50,000.00	0.00	0.0%
5) TOTAL, REVENUES			4,050,000.00	4,050,000.00	0.00	4,050,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	247,000.00	247,000.00	0.00	120,833.00	126,167.00	51.1%
6) Capital Outlay		6000-6999	3,872,700.00	3,872,700.00	2,814,290.24	4,009,864.00	(137,164.00)	-3.5%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			4,119,700.00	4,119,700.00	2,814,290.24	4,130,697.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(69,700.00)	(69,700.00)	(2,814,290.24)	(80,697.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(69,700.00)	(69,700.00)	(2,814,290.24)	(80,697.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,193,824.00	1,193,824.00		5,325,400.00	4,131,576.00	346.1%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,193,824.00	1,193,824.00		5,325,400.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,193,824.00	1,193,824.00		5,325,400.00		
2) Ending Balance, June 30 (E + F1e)			1,124,124.00	1,124,124.00		5,244,703.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	1,124,124.00	1,124,124.00		5,244,703.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
LCFF SOURCES								
LCFF Transfers								
LCFF Transfers - Current Year		8091	4,000,000.00	4,000,000.00	0.00	4,000,000.00	0.00	0.0%
LCFF Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			4,000,000.00	4,000,000.00	0.00	4,000,000.00	0.00	0.0%
OTHER STATE REVENUE								
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	50,000.00	50,000.00	0.00	50,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			50,000.00	50,000.00	0.00	50,000.00	0.00	0.0%
TOTAL, REVENUES			4,050,000.00	4,050,000.00	0.00	4,050,000.00		
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	21,444.00	(21,444.00)	New
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Professional/Consulting Services and Operating Expenditures		5800	247,000.00	247,000.00	0.00	99,389.00	147,611.00	59.8%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			247,000.00	247,000.00	0.00	120,833.00	126,167.00	51.1%
CAPITAL OUTLAY								
Land Improvements		6170	1,259,500.00	1,259,500.00	412,569.09	1,260,001.00	(501.00)	0.0%
Buildings and Improvements of Buildings		6200	2,613,200.00	2,613,200.00	2,401,721.15	2,749,863.00	(136,663.00)	-5.2%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			3,872,700.00	3,872,700.00	2,814,290.24	4,009,864.00	(137,164.00)	-3.5%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			4,119,700.00	4,119,700.00	2,814,290.24	4,130,697.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2025-26 Projected Totals
9010	Other Restricted Local	5,244,703.00
Total, Restricted Balance		5,244,703.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,500,000.00	1,500,000.00	0.00	1,500,000.00	0.00	0.0%
5) TOTAL, REVENUES			1,500,000.00	1,500,000.00	0.00	1,500,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	1,877,200.00	1,877,200.00	726,573.88	1,947,200.00	(70,000.00)	-3.7%
5) Services and Other Operating Expenditures		5000-5999	32,000.00	32,000.00	6,999.91	40,000.00	(8,000.00)	-25.0%
6) Capital Outlay		6000-6999	20,889,002.00	20,889,002.00	8,742,747.81	36,273,202.00	(15,384,200.00)	-73.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			22,798,202.00	22,798,202.00	9,476,321.60	38,260,402.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(21,298,202.00)	(21,298,202.00)	(9,476,321.60)	(36,760,402.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(21,298,202.00)	(21,298,202.00)	(9,476,321.60)	(36,760,402.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	28,739,684.00	28,739,684.00		62,509,056.00	33,769,372.00	117.5%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			28,739,684.00	28,739,684.00		62,509,056.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			28,739,684.00	28,739,684.00		62,509,056.00		
2) Ending Balance, June 30 (E + F1e)			7,441,482.00	7,441,482.00		25,748,654.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	706,064.00	706,064.00		17,449,642.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
d) Assigned								
Other Assignments		9780	6,735,418.00	6,735,418.00		8,299,012.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	1,500,000.00	1,500,000.00	0.00	1,500,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,500,000.00	1,500,000.00	0.00	1,500,000.00	0.00	0.0%
TOTAL, REVENUES			1,500,000.00	1,500,000.00	0.00	1,500,000.00		
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	697,200.00	697,200.00	375,072.34	697,200.00	0.00	0.0%
Noncapitalized Equipment		4400	1,180,000.00	1,180,000.00	351,501.54	1,250,000.00	(70,000.00)	-5.9%
TOTAL, BOOKS AND SUPPLIES			1,877,200.00	1,877,200.00	726,573.88	1,947,200.00	(70,000.00)	-3.7%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	2,000.00	2,000.00	6,999.91	9,000.00	(7,000.00)	-350.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	30,000.00	30,000.00	0.00	31,000.00	(1,000.00)	-3.3%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			32,000.00	32,000.00	6,999.91	40,000.00	(8,000.00)	-25.0%
CAPITAL OUTLAY								
Land		6100	265,000.00	265,000.00	0.00	265,000.00	0.00	0.0%
Land Improvements		6170	31,500.00	31,500.00	11,223.00	35,500.00	(4,000.00)	-12.7%
Buildings and Improvements of Buildings		6200	19,242,502.00	19,242,502.00	8,132,272.41	34,622,702.00	(15,380,200.00)	-79.9%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	1,350,000.00	1,350,000.00	599,252.40	1,350,000.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			20,889,002.00	20,889,002.00	8,742,747.81	36,273,202.00	(15,384,200.00)	-73.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			22,798,202.00	22,798,202.00	9,476,321.60	38,260,402.00		
INTERFUND TRANSFERS								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2025-26 Projected Totals
9010	Other Restricted Local	17,449,642.00
Total, Restricted Balance		17,449,642.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	7,478.00	114,240.00	114,240.00	New
5) TOTAL, REVENUES			0.00	0.00	7,478.00	114,240.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	169,220.94	227,575.00	(227,575.00)	New
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	610,000.00	610,000.00	0.00	581,000.00	29,000.00	4.8%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			610,000.00	610,000.00	169,220.94	808,575.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(610,000.00)	(610,000.00)	(161,742.94)	(694,335.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(610,000.00)	(610,000.00)	(161,742.94)	(694,335.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	9,162,107.00	9,162,107.00		9,568,024.00	405,917.00	4.4%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,162,107.00	9,162,107.00		9,568,024.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,162,107.00	9,162,107.00		9,568,024.00		
2) Ending Balance, June 30 (E + F1e)			8,552,107.00	8,552,107.00		8,873,689.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	8,552,107.00	8,552,107.00		8,873,689.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	100,000.00	100,000.00	New
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Mitigation/Developer Fees		8681	0.00	0.00	7,478.00	14,240.00	14,240.00	New
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	7,478.00	114,240.00	114,240.00	New
TOTAL, REVENUES			0.00	0.00	7,478.00	114,240.00		
CERTIFICATED SALARIES								
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	169,220.94	220,575.00	(220,575.00)	New
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	7,000.00	(7,000.00)	New
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	169,220.94	227,575.00	(227,575.00)	New
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	400,000.00	400,000.00	0.00	361,000.00	39,000.00	9.8%
Other Debt Service - Principal		7439	210,000.00	210,000.00	0.00	220,000.00	(10,000.00)	-4.8%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			610,000.00	610,000.00	0.00	581,000.00	29,000.00	4.8%
TOTAL, EXPENDITURES			610,000.00	610,000.00	169,220.94	808,575.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2025-26 Projected Totals
9010	Other Restricted Local	8,873,689.00
Total, Restricted Balance		8,873,689.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	7,009,482.00	7,009,482.00	New
4) Other Local Revenue		8600-8799	213,737.00	213,737.00	0.00	20,000.00	(193,737.00)	-90.6%
5) TOTAL, REVENUES			213,737.00	213,737.00	0.00	7,029,482.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	143,094.16	163,000.00	(163,000.00)	New
5) Services and Other Operating Expenditures		5000-5999	225,000.00	225,000.00	696.00	251,000.00	(26,000.00)	-11.6%
6) Capital Outlay		6000-6999	0.00	0.00	690,651.32	5,547,000.00	(5,547,000.00)	New
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			225,000.00	225,000.00	834,441.48	5,961,000.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(11,263.00)	(11,263.00)	(834,441.48)	1,068,482.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(11,263.00)	(11,263.00)	(834,441.48)	1,068,482.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	10,787,496.00	10,787,496.00		12,435,156.00	1,647,660.00	15.3%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,787,496.00	10,787,496.00		12,435,156.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			10,787,496.00	10,787,496.00		12,435,156.00		
2) Ending Balance, June 30 (E + F1e)			10,776,233.00	10,776,233.00		13,503,638.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	10,776,233.00	10,776,233.00		13,503,638.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
School Facilities Apportionments		8545	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	7,009,482.00	7,009,482.00	New
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	7,009,482.00	7,009,482.00	New
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	213,737.00	213,737.00	0.00	20,000.00	(193,737.00)	-90.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			213,737.00	213,737.00	0.00	20,000.00	(193,737.00)	-90.6%
TOTAL, REVENUES			213,737.00	213,737.00	0.00	7,029,482.00		
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	47,228.37	66,000.00	(66,000.00)	New
Noncapitalized Equipment		4400	0.00	0.00	95,865.79	97,000.00	(97,000.00)	New
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	143,094.16	163,000.00	(163,000.00)	New
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	225,000.00	225,000.00	696.00	251,000.00	(26,000.00)	-11.6%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			225,000.00	225,000.00	696.00	251,000.00	(26,000.00)	-11.6%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	690,651.32	5,547,000.00	(5,547,000.00)	New
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	690,651.32	5,547,000.00	(5,547,000.00)	New
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			225,000.00	225,000.00	834,441.48	5,961,000.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
To: State School Building Fund/County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2025-26 Projected Totals
7700	California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program	2,484,347.00
7710	State School Facilities Projects	11,019,291.00
Total, Restricted Balance		13,503,638.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	115,379.00	115,379.00	8,737.24	106,230.00	(9,149.00)	-7.9%
4) Other Local Revenue		8600-8799	20,961,562.00	20,961,562.00	852,488.22	20,387,486.00	(574,076.00)	-2.7%
5) TOTAL, REVENUES			21,076,941.00	21,076,941.00	861,225.46	20,493,716.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	22,035,113.00	22,035,113.00	16,345,390.22	22,035,113.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			22,035,113.00	22,035,113.00	16,345,390.22	22,035,113.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(958,172.00)	(958,172.00)	(15,484,164.76)	(1,541,397.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	292,563.00	292,563.00	New
b) Transfers Out		7600-7629	0.00	0.00	0.00	292,563.00	(292,563.00)	New
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	48.16	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	48.16	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(958,172.00)	(958,172.00)	(15,484,116.60)	(1,541,397.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	21,384,874.00	21,384,874.00		21,861,080.00	476,206.00	2.2%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			21,384,874.00	21,384,874.00		21,861,080.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			21,384,874.00	21,384,874.00		21,861,080.00		
2) Ending Balance, June 30 (E + F1e)			20,426,702.00	20,426,702.00		20,319,683.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	20,360,554.00	20,360,554.00		20,159,743.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Assignments		9780	66,148.00	66,148.00		159,940.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions								
Voted Indebtedness Levies								
Homeowners' Exemptions		8571	115,379.00	115,379.00	0.00	106,230.00	(9,149.00)	-7.9%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	8,737.24	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			115,379.00	115,379.00	8,737.24	106,230.00	(9,149.00)	-7.9%
OTHER LOCAL REVENUE								
County and District Taxes								
Voted Indebtedness Levies								
Secured Roll		8611	19,803,085.00	19,803,085.00	596,025.03	19,112,644.00	(690,441.00)	-3.5%
Unsecured Roll		8612	1,011,410.00	1,011,410.00	0.00	1,004,192.00	(7,218.00)	-0.7%
Prior Years' Taxes		8613	0.00	0.00	37,847.51	0.00	0.00	0.0%
Supplemental Taxes		8614	0.00	0.00	65,036.50	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	147,067.00	147,067.00	153,579.18	270,650.00	123,583.00	84.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			20,961,562.00	20,961,562.00	852,488.22	20,387,486.00	(574,076.00)	-2.7%
TOTAL, REVENUES			21,076,941.00	21,076,941.00	861,225.46	20,493,716.00		
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Bond Redemptions		7433	10,507,910.00	10,507,910.00	10,490,909.90	10,507,910.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	11,527,203.00	11,527,203.00	5,854,480.32	11,527,203.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			22,035,113.00	22,035,113.00	16,345,390.22	22,035,113.00	0.00	0.0%
TOTAL, EXPENDITURES			22,035,113.00	22,035,113.00	16,345,390.22	22,035,113.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	292,563.00	292,563.00	New
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	292,563.00	292,563.00	New
INTERFUND TRANSFERS OUT								
To: General Fund		7614	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	292,563.00	(292,563.00)	New
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	292,563.00	(292,563.00)	New
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
All Other Financing Sources		8979	0.00	0.00	48.16	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	48.16	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	48.16	0.00		

Resource	Description	2025-26 Projected Totals
9010	Other Restricted Local	20,159,743.00
Total, Restricted Balance		20,159,743.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	200,000.00	200,000.00	0.00	200,000.00	0.00	0.0%
5) TOTAL, REVENUES			200,000.00	200,000.00	0.00	200,000.00		
B. EXPENSES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	3,663,324.00	3,663,324.00	1,281,627.75	3,884,063.00	(220,739.00)	-6.0%
6) Depreciation and Amortization		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENSES			3,663,324.00	3,663,324.00	1,281,627.75	3,884,063.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B9)			(3,463,324.00)	(3,463,324.00)	(1,281,627.75)	(3,684,063.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			(3,463,324.00)	(3,463,324.00)	(1,281,627.75)	(3,684,063.00)		
F. NET POSITION								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	12,267,706.00	12,267,706.00		12,075,229.00	(192,477.00)	-1.6%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,267,706.00	12,267,706.00		12,075,229.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			12,267,706.00	12,267,706.00		12,075,229.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
2) Ending Net Position, June 30 (E + F1e)			8,804,382.00	8,804,382.00		8,391,166.00		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	0.00	0.00		0.00		
b) Restricted Net Position		9797	8,804,382.00	8,804,382.00		8,391,166.00		
c) Unrestricted Net Position		9790	0.00	0.00		0.00		
OTHER LOCAL REVENUE								
Interest		8660	200,000.00	200,000.00	0.00	200,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
In-District Premiums/Contributions		8674	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			200,000.00	200,000.00	0.00	200,000.00	0.00	0.0%
TOTAL, REVENUES			200,000.00	200,000.00	0.00	200,000.00		
SERVICES AND OTHER OPERATING EXPENSES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	3,663,324.00	3,663,324.00	1,281,627.75	3,884,063.00	(220,739.00)	-6.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			3,663,324.00	3,663,324.00	1,281,627.75	3,884,063.00	(220,739.00)	-6.0%
TOTAL, EXPENSES			3,663,324.00	3,663,324.00	1,281,627.75	3,884,063.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2025-26 Projected Totals
9010	Other Restricted Local	8,391,166.00
Total, Restricted Net Position		8,391,166.00

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2026-27 Projection (C)	% Change (Cols. E-C/C) (D)	2027-28 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF Sources	8010-8099	194,864,607.00	.70%	196,226,148.00	(.10%)	196,025,059.00
2. Federal Revenues	8100-8299	0.00	0.00%	0.00	0.00%	0.00
3. Other State Revenues	8300-8599	6,002,693.00	(4.49%)	5,733,038.08	.57%	5,765,835.22
4. Other Local Revenues	8600-8799	8,157,427.00	(1.53%)	8,032,983.00	.44%	8,068,537.35
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(24,069,962.00)	(12.06%)	(21,166,581.37)	11.69%	(23,640,096.16)
6. Total (Sum lines A1 thru A5c)		184,954,765.00	2.09%	188,825,587.71	(1.38%)	186,219,335.41
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				97,514,219.00		93,350,353.86
b. Step & Column Adjustment				1,197,980.86		1,190,154.59
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(5,361,846.00)		(1,800,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	97,514,219.00	(4.27%)	93,350,353.86	(.65%)	92,740,508.45
2. Classified Salaries						
a. Base Salaries				33,909,807.00		32,587,001.49
b. Step & Column Adjustment				418,194.49		423,631.02
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(1,741,000.00)		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	33,909,807.00	(3.90%)	32,587,001.49	1.30%	33,010,632.51
3. Employee Benefits	3000-3999	54,431,113.00	(5.92%)	51,206,358.83	(3.72%)	49,303,187.00
4. Books and Supplies	4000-4999	10,068,799.00	(31.58%)	6,888,936.79	(1.87%)	6,760,066.32
5. Services and Other Operating Expenditures	5000-5999	22,698,922.00	(24.24%)	17,196,677.00	0.00%	17,196,677.00
6. Capital Outlay	6000-6999	3,243,671.00	(100.00%)	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	634,635.00	0.00%	634,635.00	0.00%	634,635.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(2,622,457.00)	40.89%	(3,694,720.81)	(2.91%)	(3,587,219.35)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		219,878,709.00	(9.87%)	198,169,242.16	(1.07%)	196,058,486.93
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(34,923,944.00)		(9,343,654.45)		(9,839,151.52)
D. FUND BALANCE						
1.Net Beginning Fund Balance(Form 01I, line F1e)		76,247,714.00		41,323,770.00		31,980,115.55
2. Ending Fund Balance (Sum lines C and D1)		41,323,770.00		31,980,115.55		22,140,964.03
3. Components of Ending Fund Balance (Form 01I)						
a. Nonspendable	9710-9719	120,000.00		120,000.00		120,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	8,047,870.00		3,275,076.55		978,911.03
e. Unassigned/Unappropriated						

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2026-27 Projection (C)	% Change (Cols. E-C/C) (D)	2027-28 Projection (E)
1. Reserve for Economic Uncertainties	9789	33,155,900.00		28,585,039.00		21,042,053.00
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		41,323,770.00		31,980,115.55		22,140,964.03
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	33,155,900.00		28,585,039.00		21,042,053.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves (Sum lines E1a thru E2c)		33,155,900.00		28,585,039.00		21,042,053.00

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

See Attached

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2026-27 Projection (C)	% Change (Cols. E-C/C) (D)	2027-28 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF Sources	8010-8099	0.00	0.00%	0.00	0.00%	0.00
2. Federal Revenues	8100-8299	17,567,655.00	(39.85%)	10,566,149.38	(3.97%)	10,146,933.38
3. Other State Revenues	8300-8599	41,154,782.00	(18.23%)	33,653,426.38	2.62%	34,536,787.52
4. Other Local Revenues	8600-8799	15,779,352.00	0.00%	15,779,352.00	0.00%	15,779,352.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	24,069,962.00	(12.06%)	21,166,581.37	11.69%	23,640,096.16
6. Total (Sum lines A1 thru A5c)		98,571,751.00	(17.66%)	81,165,509.13	3.62%	84,103,169.06
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				18,049,878.00		17,774,631.86
b. Step & Column Adjustment				228,104.86		222,782.91
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(503,351.00)		(637,487.40)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	18,049,878.00	(1.52%)	17,774,631.86	(2.33%)	17,359,927.37
2. Classified Salaries						
a. Base Salaries				17,990,944.00		17,687,527.02
b. Step & Column Adjustment				226,987.02		226,687.86
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(530,404.00)		(250,000.00)
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	17,990,944.00	(1.69%)	17,687,527.02	(.13%)	17,664,214.88
3. Employee Benefits	3000-3999	15,311,512.00	(1.99%)	15,007,333.77	(7.74%)	13,845,513.91
4. Books and Supplies	4000-4999	4,963,355.00	(13.48%)	4,294,451.87	(.04%)	4,292,533.25
5. Services and Other Operating Expenditures	5000-5999	46,343,600.00	(40.59%)	27,530,573.78	(5.34%)	26,060,899.73
6. Capital Outlay	6000-6999	4,706,638.00	(100.00%)	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	2,113,079.00	0.00%	2,113,079.00	0.00%	2,113,079.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	2,201,289.00	48.71%	3,273,552.81	(3.28%)	3,166,051.35
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		111,680,295.00	(21.49%)	87,681,150.11	(3.63%)	84,502,219.49
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(13,108,544.00)		(6,515,640.98)		(399,050.43)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01I, line F1e)		38,488,709.00		25,380,165.00		18,864,524.02
2. Ending Fund Balance (Sum lines C and D1)		25,380,165.00		18,864,524.02		18,465,473.59
3. Components of Ending Fund Balance (Form 01I)						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	25,380,165.00		18,864,524.02		18,465,473.59
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2026-27 Projection (C)	% Change (Cols. E-C/C) (D)	2027-28 Projection (E)
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		25,380,165.00		18,864,524.02		18,465,473.59
E. AVAILABLE RESERVES						
1. General Fund)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

See Attached

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2026-27 Projection (C)	% Change (Cols. E-C/C) (D)	2027-28 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF Sources	8010-8099	194,864,607.00	.70%	196,226,148.00	(.10%)	196,025,059.00
2. Federal Revenues	8100-8299	17,567,655.00	(39.85%)	10,566,149.38	(3.97%)	10,146,933.38
3. Other State Revenues	8300-8599	47,157,475.00	(16.48%)	39,386,464.46	2.33%	40,302,622.74
4. Other Local Revenues	8600-8799	23,936,779.00	(.52%)	23,812,335.00	.15%	23,847,889.35
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		283,526,516.00	(4.77%)	269,991,096.84	.12%	270,322,504.47
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				115,564,097.00		111,124,985.72
b. Step & Column Adjustment				1,426,085.72		1,412,937.50
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(5,865,197.00)		(2,437,487.40)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	115,564,097.00	(3.84%)	111,124,985.72	(.92%)	110,100,435.82
2. Classified Salaries						
a. Base Salaries				51,900,751.00		50,274,528.51
b. Step & Column Adjustment				645,181.51		650,318.88
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(2,271,404.00)		(250,000.00)
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	51,900,751.00	(3.13%)	50,274,528.51	.80%	50,674,847.39
3. Employee Benefits	3000-3999	69,742,625.00	(5.06%)	66,213,692.60	(4.63%)	63,148,700.91
4. Books and Supplies	4000-4999	15,032,154.00	(25.60%)	11,183,388.66	(1.17%)	11,052,599.57
5. Services and Other Operating Expenditures	5000-5999	69,042,522.00	(35.22%)	44,727,250.78	(3.29%)	43,257,576.73
6. Capital Outlay	6000-6999	7,950,309.00	(100.00%)	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	2,747,714.00	0.00%	2,747,714.00	0.00%	2,747,714.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(421,168.00)	0.00%	(421,168.00)	0.00%	(421,168.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		331,559,004.00	(13.79%)	285,850,392.27	(1.85%)	280,560,706.42
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(48,032,488.00)		(15,859,295.43)		(10,238,201.95)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01I, line F1e)		114,736,423.00		66,703,935.00		50,844,639.57
2. Ending Fund Balance (Sum lines C and D1)		66,703,935.00		50,844,639.57		40,606,437.62
3. Components of Ending Fund Balance (Form 01I)						
a. Nonspendable	9710-9719	120,000.00		120,000.00		120,000.00
b. Restricted	9740	25,380,165.00		18,864,524.02		18,465,473.59
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	8,047,870.00		3,275,076.55		978,911.03
e. Unassigned/Unappropriated						

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2026-27 Projection (C)	% Change (Cols. E-C/C) (D)	2027-28 Projection (E)
1. Reserve for Economic Uncertainties	9789	33,155,900.00		28,585,039.00		21,042,053.00
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		66,703,935.00		50,844,639.57		40,606,437.62
E. AVAILABLE RESERVES (Unrestricted except as noted)						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	33,155,900.00		28,585,039.00		21,042,053.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1 thru E2c)		33,155,900.00		28,585,039.00		21,042,053.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		10.00%		10.00%		7.50%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	YES					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546 objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)		0.00				
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form AI, Estimated P-2 ADA column, Lines A4 and C4; enter projections)		11,725.18		11,306.42		10,958.21
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		331,559,004.00		285,850,392.27		280,560,706.42
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		331,559,004.00		285,850,392.27		280,560,706.42
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		9,946,770.12		8,575,511.77		8,416,821.19
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		9,946,770.12		8,575,511.77		8,416,821.19
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the interim certification.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Projected funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's ADA Standard Percentage Range: **-2.0% to +2.0%**

1A. Calculating the District's ADA Variances

DATA ENTRY: Budget Adoption data that exist for the current year will be extracted; otherwise, enter data into the first column for all fiscal years. First Interim Projected Year Totals data that exist for the current year will be extracted; otherwise, enter data for all fiscal years. Enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for all fiscal years.

Estimated Funded ADA

Fiscal Year	Budget Adoption Budget (Form 01CS, Item 1A)	First Interim Projected Year Totals (Form AI, Lines A4 and C4)	Percent Change	Status
Current Year (2025-26)				
District Regular	12,564.78	12,564.80		
Charter School	0.00	0.00		
Total ADA	**12,564.78**	**12,564.80**	**0.0%**	**Met**
1st Subsequent Year (2026-27)				
District Regular	12,173.33	12,137.74		
Charter School				
Total ADA	**12,173.33**	**12,137.74**	**(.3%)**	**Met**
2nd Subsequent Year (2027-28)				
District Regular	11,828.67	11,714.66		
Charter School				
Total ADA	**11,828.67**	**11,714.66**	**(1.0%)**	**Met**

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not changed since budget adoption by more than two percent in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

2. CRITERION: Enrollment

STANDARD: Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption

District's Enrollment Standard Percentage Range: **-2.0% to +2.0%**

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment Budget Adoption (Form 01CS, Item 3B)	Enrollment First Interim CALPADS/Projected	Percent Change	Status
Current Year (2025-26)				
District Regular	12,600.00	12,487.00		
Charter School				
Total Enrollment	**12,600.00**	**12,487.00**	**(.9%)**	**Met**
1st Subsequent Year (2026-27)				
District Regular	12,194.00	11,945.00		
Charter School				
Total Enrollment	**12,194.00**	**11,945.00**	**(2.0%)**	**Not Met**
2nd Subsequent Year (2027-28)				
District Regular	11,826.00	11,486.00		
Charter School				
Total Enrollment	**11,826.00**	**11,486.00**	**(2.9%)**	**Not Met**

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Enrollment projections have changed since budget adoption by more than two percent in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard, a description of the methods and assumptions used in projecting enrollment, and what changes will be made to improve the accuracy of projections in this area.

Explanation:
(required if NOT met)

Enrollment declined more than expected in the current year and continues to trend downward, so we adjusted future projections to reflect a more conservative projection.

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the current fiscal year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. Budget Adoption data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CALPADS Actual (Form 01CS, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2022-23)			
District Regular	13,006	13,883	
Charter School			
Total ADA/Enrollment	**13,006**	**13,883**	**93.7%**
Second Prior Year (2023-24)			
District Regular	12,576	13,399	
Charter School			
Total ADA/Enrollment	**12,576**	**13,399**	**93.9%**
First Prior Year (2024-25)			
District Regular	12,112	13,003	
Charter School	0		
Total ADA/Enrollment	**12,112**	**13,003**	**93.1%**
		Historical Average Ratio:	93.6%
		District's ADA to Enrollment Standard (historical average ratio plus 0.5%):	**94.1%**

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Estimated P-2 ADA will be extracted into the first column for the Current Year; enter data in the first column for the subsequent fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years. All other data are extracted.

Fiscal Year	Estimated P-2 ADA (Form AI, Lines A4 and C4)	Enrollment CALPADS/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Current Year (2025-26)				
District Regular	11,725	12,487		
Charter School	0			
Total ADA/Enrollment	**11,725**	**12,487**	**93.9%**	**Met**
1st Subsequent Year (2026-27)				
District Regular	11,306	11,945		
Charter School				
Total ADA/Enrollment	**11,306**	**11,945**	**94.7%**	**Not Met**
2nd Subsequent Year (2027-28)				
District Regular	10,958	11,486		
Charter School				
Total ADA/Enrollment	**10,958**	**11,486**	**95.4%**	**Not Met**

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Projected P-2 ADA to enrollment ratio exceeds the standard in any of the current year or two subsequent fiscal years. Provide reasons why the projected ratio exceeds the district's historical average ratio by more than 0.5%.

Explanation:
(required if NOT met)

The district expects better attendance because of new efforts to improve attendance and give students more chances to make up missed days through attendance recovery programs, and these initiatives should help bring attendance rates closer to the levels we saw before the pandemic

4. CRITERION: LCFF Revenue

STANDARD: Projected LCFF revenue for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's LCFF Revenue Standard Percentage Range: **-2.0% to +2.0%**

4A. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. In the First Interim column, Current Year data are extracted; enter data for the two subsequent years.

Fiscal Year	LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089) Budget Adoption (Form 01CS, Item 4B)	LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089) First Interim Projected Year Totals	Percent Change	Status
Current Year (2025-26)	197,481,588.00	198,864,607.00	.7%	Met
1st Subsequent Year (2026-27)	197,168,288.00	197,726,148.00	.3%	Met
2nd Subsequent Year (2027-28)	198,253,919.00	197,525,059.00	(.4%)	Met

4B. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - LCFF revenue has not changed since budget adoption by more than two percent for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the current fiscal year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999) Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
Third Prior Year (2022-23)	163,092,654.62	179,395,374.17	90.9%
Second Prior Year (2023-24)	163,693,704.14	192,467,682.84	85.0%
First Prior Year (2024-25)	175,884,946.04	206,398,820.52	85.2%
		Historical Average Ratio:	87.1%

	Current Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	3%	3%	3%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	**84.1% to 90.1%**	**84.1% to 90.1%**	**84.1% to 90.1%**

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999) Salaries and Benefits (Form 01I, Objects 1000-3999) (Form MYPI, Lines B1-B3)	Total Expenditures (Form 01I, Objects 1000-7499) (Form MYPI, Lines B1-B8, B10)	Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
Current Year (2025-26)	185,855,139.00	219,878,709.00	84.5%	Met
1st Subsequent Year (2026-27)	177,143,714.18	198,169,242.16	89.4%	Met
2nd Subsequent Year (2027-28)	175,054,327.96	196,058,486.93	89.3%	Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating), for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since budget adoption. Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range:	**-5.0% to +5.0%**
District's Other Revenues and Expenditures Explanation Percentage Range:	**-5.0% to +5.0%**

6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. First Interim data for the Current Year are extracted. If First Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column. Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Budget Adoption Budget (Form 01CS, Item 6B)	First Interim Projected Year Totals (Fund 01) (Form MYPI)	Percent Change	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)				
Current Year (2025-26)	12,157,687.00	17,567,655.00	44.5%	Yes
1st Subsequent Year (2026-27)	11,450,169.00	10,566,149.38	-7.7%	Yes
2nd Subsequent Year (2027-28)	11,087,076.00	10,146,933.38	-8.5%	Yes

Explanation: (required if Yes)
At the time of budget adoption the district did not record any carry forward revenue for restricted programs such as Title funds, and First Interim now reflects those carryover amounts. In addition, in the 2025/26 fiscal year the district is recognizing $4.5M dollars in one time Federal EPA grant revenue.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)				
Current Year (2025-26)	39,227,548.00	47,157,475.00	20.2%	Yes
1st Subsequent Year (2026-27)	40,031,994.96	39,386,464.46	-1.6%	No
2nd Subsequent Year (2027-28)	41,002,155.52	40,302,622.74	-1.7%	No

Explanation: (required if Yes)
At first interim, the district is recognizing $3.8M in one time SSPDDB Grant, that is not expected in the subsequent years and was not recorded at adopted budget.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)				
Current Year (2025-26)	23,502,381.00	23,936,779.00	1.8%	No
1st Subsequent Year (2026-27)	23,502,381.00	23,812,335.00	1.3%	No
2nd Subsequent Year (2027-28)	23,502,381.00	23,847,889.35	1.5%	No

Explanation: (required if Yes)

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)				
Current Year (2025-26)	14,367,976.00	15,032,154.00	4.6%	No
1st Subsequent Year (2026-27)	9,654,397.95	11,183,388.66	15.8%	Yes
2nd Subsequent Year (2027-28)	9,628,999.25	11,052,599.57	14.8%	Yes

Explanation: (required if Yes)
The increase in the current year is directly related to higher revenues from carryover funds from the previous fiscal year. The increase insubsequent years is attributable to a rise in revenues from other local sources.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)				
Current Year (2025-26)	57,342,576.00	69,042,522.00	20.4%	Yes
1st Subsequent Year (2026-27)	46,201,199.50	44,727,250.78	-3.2%	No
2nd Subsequent Year (2027-28)	45,281,377.82	43,257,576.73	-4.5%	No

Explanation: (required if Yes)
The increase in expenditures at First Interim includes planned spending due to carry over funds that are expected to be used in the current fiscal year. These increase expenditures are not expected to continue in the subsequent years.

6B. Calculating the District's Change in Total Operating Revenues and Expenditures

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Budget Adoption Budget	First Interim Projected Year Totals	Percent Change	Status
Total Federal, Other State, and Other Local Revenue (Section 6A)				
Current Year (2025-26)	74,887,616.00	88,661,909.00	18.4%	Not Met
1st Subsequent Year (2026-27)	74,984,544.96	73,764,948.84	-1.6%	Met
2nd Subsequent Year (2027-28)	75,591,612.52	74,297,445.47	-1.7%	Met
Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)				
Current Year (2025-26)	71,710,552.00	84,074,676.00	17.2%	Not Met
1st Subsequent Year (2026-27)	55,855,597.45	55,910,639.44	.1%	Met
2nd Subsequent Year (2027-28)	54,910,377.07	54,310,176.30	-1.1%	Met

6C. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met; no entry is allowed below.

1a. STANDARD NOT MET - One or more projected operating revenue have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation: Federal Revenue (linked from 6A if NOT met)

At the time of budget adoption the district did not record any carry forward revenue for restricted programs such as Title funds, and First Interim now reflects those carryover amounts. In addition, in the 2025/26 fiscal year the district is recognizing $4.5M dollars in one time Federal EPA grant revenue.

Explanation: Other State Revenue (linked from 6A if NOT met)

At first interim, the district is recognizing $3.8M in one time SSPDDB Grant, that is not expected in the subsequent years and was not recorded at adopted budget.

Explanation: Other Local Revenue (linked from 6A if NOT met)

1b. STANDARD NOT MET - One or more total operating expenditures have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation: Books and Supplies (linked from 6A if NOT met)

The increase in the current year is directly related to higher revenues from carryover funds from the previous fiscal year. The increase insubsequent years is attributable to a rise in revenues from other local sources.

Explanation: Services and Other Exps (linked from 6A if NOT met)

The increase in expenditures at First Interim includes planned spending due to carry over funds that are expected to be used in the current fiscal year. These increase expenditures are not expected to continue in the subsequent years.

7. CRITERION: Facilities Maintenance

STANDARD: Identify changes that have occurred since budget adoption in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year. Statute exclude the following resource codes from the total general fund expenditures calculation: 3212, 3213, 3214, 3216, 3218, 3219, 3225, 3226, 3227, 3228, 5316, 5632, 5633, 5634, 7027, and 7690.

DATA ENTRY: Enter the Required Minimum Contribution if Budget data does not exist. Budget data that exist will be extracted; otherwise, enter budget data into lines 1, if applicable, and 2. All other data are extracted.

		Required Minimum Contribution	First Interim Contribution Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	Status
1.	OMMA/RMA Contribution	9,211,953.24	9,211,954.00	Met
2.	Budget Adoption Contribution (information only) (Form 01CS, Criterion 7)		9,212,000.00	

If status is not met, enter an X in the box that best describes why the minimum required contribution was not made:

	Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
	Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
	Other (explanation must be provided)

Explanation:
(required if NOT met and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves[1] as a percentage of total expenditures and other financing uses[2] in any of the current fiscal year or two subsequent fiscal years.

[1]Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

[2]A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Current Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
District's Available Reserve Percentages (Criterion 10C, Line 9)	10.0%	10.0%	7.5%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	**3.3%**	**3.3%**	**2.5%**

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

	Projected Year Totals			
Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01I, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 01I, Objects 1000-7999) (Form MYPI, Line B11)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Current Year (2025-26)	(34,923,944.00)	219,878,709.00	15.9%	Not Met
1st Subsequent Year (2026-27)	(9,343,654.45)	198,169,242.16	4.7%	Not Met
2nd Subsequent Year (2027-28)	(9,839,151.52)	196,058,486.93	5.0%	Not Met

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Unrestricted deficit spending has exceeded the standard percentage level in any of the current year or two subsequent fiscal years. Provide reasons for the deficit spending, a description of the methods and assumptions used in balancing the unrestricted budget, and what changes will be made to ensure that the budget deficits are eliminated or are balanced within the standard.

Explanation:
(required if NOT met)

The district has maintained a healthy unrestricted ending fund balance by using the most restricted resources first. As we work to better align expenditures with revenues, we are drawing on our reserves. The district has a plan to reduce expenditures so that we can balance the budget and avoid continued deficit spending as our reserves are spent down.

9. CRITERION: Fund and Cash Balances

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

9A-1. Determining if the District's General Fund Ending Balance is Positive

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Fiscal Year	Ending Fund Balance General Fund Projected Year Totals (Form 01I, Line F2) (Form MYPI, Line D2)	Status
Current Year (2025-26)	66,703,935.00	Met
1st Subsequent Year (2026-27)	50,844,639.57	Met
2nd Subsequent Year (2027-28)	40,606,437.62	Met

9A-2. Comparison of the District's Ending Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

9B-1. Determining if the District's Ending Cash Balance is Positive

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Fiscal Year	Ending Cash Balance General Fund (Form CASH, Line F, June Column)	Status
Current Year (2025-26)	52,336,191.03	Met

9B-2. Comparison of the District's Ending Cash Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves[1] for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts[2] as applied to total expenditures and other financing uses[3]:

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA	
5% or $88,000 (greater of)	0	to 300
4% or $88,000 (greater of)	301	to 1,000
3%	1,001	to 30,000
2%	30,001	to 250,000
1%	250,001	and over

[1] Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

[2] Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment, as referenced in Education Code Section 42238.02, rounded to the nearest thousand.

[3] A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Current Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
District Estimated P-2 ADA (Current Year, Form AI, Lines A4 and C4. Subsequent Years, Form MYPI, Line F2, if available.)	11,725	11,306	10,958
District's Reserve Standard Percentage Level:	**3%**	**3%**	**3%**

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1. If Yes, enter data for item 2a. If No, enter data for the two subsequent years in item 2b; Current Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYPI, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members? YES
2. If you are the SELPA AU and are excluding special education pass-through funds:
   a. Enter the name(s) of the SELPA(s):

	Current Year Projected Year Totals (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)	0.00		

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

	Current Year Projected Year Totals (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
1. Expenditures and Other Financing Uses (Form 01I, objects 1000-7999) (Form MYPI, Line B11)	331,559,004.00	285,850,392.27	280,560,706.42
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	331,559,004.00	285,850,392.27	280,560,706.42

4.	Reserve Standard Percentage Level	3%	3%	3%
5.	Reserve Standard - by Percent (Line B3 times Line B4)	9,946,770.12	8,575,511.77	8,416,821.19
6.	Reserve Standard - by Amount ($88,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7.	**District's Reserve Standard (Greater of Line B5 or Line B6)**	**9,946,770.12**	**8,575,511.77**	**8,416,821.19**

10C. Calculating the District's Available Reserve Amount

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)		Current Year Projected Year Totals (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
1.	General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00	0.00	0.00
2.	General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	33,155,900.00	28,585,039.00	21,042,053.00
3.	General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	0.00	0.00	0.00
4.	General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	0.00	0.00	0.00
5.	Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00	0.00	0.00
6.	Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00	0.00	0.00
7.	Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00	0.00	0.00
8.	District's Available Reserve Amount (Lines C1 thru C7)	33,155,900.00	28,585,039.00	21,042,053.00
9.	District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	10.00%	10.00%	7.50%
	District's Reserve Standard (Section 10B, Line 7):	**9,946,770.12**	**8,575,511.77**	**8,416,821.19**
	Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since budget adoption that may impact the budget? — No

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent? — No

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Temporary Interfund Borrowings

1a. Does your district have projected temporary borrowings between funds? (Refer to Education Code Section 42603) — No

1b. If Yes, identify the interfund borrowings:

S4. Contingent Revenues

1a. Does your district have projected revenues for the current fiscal year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)? — No

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than $20,000 and more than five percent since budget adoption.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than $20,000 and more than five percent since budget adoption.

Identify capital project cost overruns that have occurred since budget adoption that may impact the general fund budget.

District's Contributions and Transfers Standard: **-5.0% to +5.0% or -$20,000 to +$20,000**

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. For Contributions, the First Interim's Current Year data will be extracted. Enter First Interim Contributions for the 1st and 2nd Subsequent Years. For Transfers In and Transfers Out, the First Interim's Current Year data will be extracted. If Form MYPI exists, the data will be extracted into the First Interim column for the 1st and 2nd Subsequent Years. If Form MYPI does not exist, enter data for 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

Description / Fiscal Year	Budget Adoption (Form 01CS, Item S5A)	First Interim Projected Year Totals	Percent Change	Amount of Change	Status
1a. **Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)**					
Current Year (2025-26)	(41,199,617.00)	(24,069,962.00)	-41.6%	(17,129,655.00)	Not Met
1st Subsequent Year (2026-27)	(39,980,375.00)	(21,166,581.00)	-47.1%	(18,813,794.00)	Not Met
2nd Subsequent Year (2027-28)	(39,711,339.00)	(23,640,096.00)	-40.5%	(16,071,243.00)	Not Met
1b. **Transfers In, General Fund ***					
Current Year (2025-26)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2026-27)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2027-28)	0.00	0.00	0.0%	0.00	Met
1c. **Transfers Out, General Fund ***					
Current Year (2025-26)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2026-27)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2027-28)	0.00	0.00	0.0%	0.00	Met

1d. **Capital Project Cost Overruns**

Have capital project cost overruns occurred since budget adoption that may impact the general fund operational budget? **No**

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for Item 1d.

1a. NOT MET - The projected contributions from the unrestricted general fund to restricted general fund programs have changed since budget adoption by more than the standard for any of the current year or subsequent two fiscal years. Identify restricted programs and contribution amount for each program and whether contributions are ongoing or one-time in nature. Explain the district's plan, with timeframes, for reducing or eliminating the contribution.

Explanation:
(required if NOT met)

The district continues to review positions currently charged to special education to determine if they can be reassigned to other areas. As these positions and their account codes are identified, they are being moved out of special education, which is lowering the required contribution to special education resources.

1b. MET - Projected transfers in have not changed since budget adoption by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1c. MET - Projected transfers out have not changed since budget adoption by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1d. NO - There have been no capital project cost overruns occurring since budget adoption that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments[1] and their annual required payment for the current fiscal year and two subsequent fiscal years. Explain how any increase in annual payments will be funded. Also, explain how any decrease to funding sources used to pay long-term commitments will be replaced.

[1] Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: If Budget Adoption data exist (Form 01CS, Item S6A), long-term commitment data will be extracted and it will only be necessary to click the appropriate button for Item 1b. Extracted data may be overwritten to update long-term commitment data in Item 2, as applicable. If no Budget Adoption data exist, click the appropriate buttons for items 1a and 1b, and enter all other data, as applicable.

1. a. Does your district have long-term (multiyear) commitments?
(If No, skip items 1b and 2 and sections S6B and S6C) — Yes

b. If Yes to Item 1a, have new long-term (multiyear) commitments been incurred since budget adoption? — No

2. If Yes to Item 1a, list (or update) all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in Item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For: Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2025
Leases	19	25	581,500	7,430,000
Certificates of Participation	29	51	22,035,113.88	323,750,312
General Obligation Bonds	4	01	1,383,460	5,533,840
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (do not include OPEB):				
TOTAL:				336,714,152

Type of Commitment (continued)	Prior Year (2024-25) Annual Payment (P & I)	Current Year (2025-26) Annual Payment (P & I)	1st Subsequent Year (2026-27) Annual Payment (P & I)	2nd Subsequent Year (2027-28) Annual Payment (P & I)
Leases				
Certificates of Participation	581,500	581,500	581,500	581,500
General Obligation Bonds	20,170,267	22,035,114	22,893,780	22,021,040
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Total Annual Payments:	20,751,767	22,616,614	23,475,280	22,602,540
Has total annual payment increased over prior year (2024-25)?		**Yes**	**Yes**	**Yes**

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

1a. Yes - Annual payments for long-term commitments have increased in one or more of the current or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

Explanation:
(Required if Yes to increase in total annual payments)

Increase in the GO Bond payments will be funded by Fund 51; The increase due to the Early Retirement plan is funded and budgeted in the General Fund.

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in Item 1; if Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment.

Explanation:
(Required if Yes)

S7. Unfunded Liabilities

Identify any changes in estimates for unfunded liabilities since budget adoption, and indicate whether the changes are the result of a new actuarial valuation.

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7A) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

1 a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4): No

b. If Yes to Item 1a, have there been changes since budget adoption in OPEB liabilities?: n/a

c. If Yes to Item 1a, have there been changes since budget adoption in OPEB contributions?: n/a

2 OPEB Liabilities

	Budget Adoption (Form 01CS, Item S7A)	First Interim
a. Total OPEB liability	88,857,574.00	86,134,251.00
b. OPEB plan(s) fiduciary net position (if applicable)	8,592,070.00	8,882,538.00
c. Total/Net OPEB liability (Line 2a minus Line 2b)	80,265,504.00	77,251,713.00
d. Is total OPEB liability based on the district's estimate or an actuarial valuation?	Actuarial	
e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation.	Jun 30, 2023	Jun 30, 2025

3 OPEB Contributions

	Budget Adoption (Form 01CS, Item S7A)	First Interim
a. OPEB actuarially determined contribution (ADC) if available, per actuarial valuation or Alternative Measurement Method		
Current Year (2025-26)		
1st Subsequent Year (2026-27)		
2nd Subsequent Year (2027-28)		
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752)		
Current Year (2025-26)	3,558,700.00	3,443,107.00
1st Subsequent Year (2026-27)	3,558,700.00	3,443,107.00
2nd Subsequent Year (2027-28)	3,558,700.00	3,443,107.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)		
Current Year (2025-26)		
1st Subsequent Year (2026-27)		
2nd Subsequent Year (2027-28)		
d. Number of retirees receiving OPEB benefits		
Current Year (2025-26)		245
1st Subsequent Year (2026-27)		218
2nd Subsequent Year (2027-28)		218

4. Comments:

S7B. Identification of the District's Unfunded Liability for Self-insurance Programs

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7B) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

1 a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB; which is covered in Section S7A) (If No, skip items 1b-4): No

b. If Yes to item 1a, have there been changes since budget adoption in self-insurance liabilities? n/a

c. If Yes to item 1a, have there been changes since budget adoption in self-insurance contributions? n/a

2 Self-Insurance Liabilities	Budget Adoption (Form 01CS, Item S7B)	First Interim
a. Accrued liability for self-insurance programs		
b. Unfunded liability for self-insurance programs		

3 Self-Insurance Contributions	Budget Adoption (Form 01CS, Item S7B)	First Interim
a. Required contribution (funding) for self-insurance programs		
Current Year (2025-26)		
1st Subsequent Year (2026-27)		
2nd Subsequent Year (2027-28)		
b. Amount contributed (funded) for self-insurance programs		
Current Year (2025-26)		
1st Subsequent Year (2026-27)		
2nd Subsequent Year (2027-28)		

4 Comments:

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements that have been ratified since budget adoption, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Certificated Labor Agreements as of the Previous Reporting Period

Were all certificated labor negotiations settled as of budget adoption? No

If Yes, complete number of FTEs, then skip to section S8B.

If No, continue with section S8A.

Certificated (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2024-25)	Current Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
Number of certificated (non-management) full-time-equivalent (FTE) positions	874.00	861.00	819.00	804.00

1a. Have any salary and benefit negotiations been settled since budget adoption? No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled? Yes

If Yes, complete questions 6 and 7.

Negotiations Settled Since Budget Adoption

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement? n/a

If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

	Current Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?			
One Year Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year			
or			
Multiyear Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6.	Cost of a one percent increase in salary and statutory benefits	1,216,219

		Current Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
7.	Amount included for any tentative salary schedule increases			

Certificated (Non-management) Health and Welfare (H&W) Benefits		Current Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
1.	Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2.	Total cost of H&W benefits	12,025,287	11,359,097	9,743,689
3.	Percent of H&W cost paid by employer			
4.	Percent projected change in H&W cost over prior year	0.0%	0.0%	0.0%

Certificated (Non-management) Prior Year Settlements Negotiated Since Budget Adoption

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?	No		
If Yes, amount of new costs included in the interim and MYPs			

If Yes, explain the nature of the new costs:

	Current Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
Certificated (Non-management) Step and Column Adjustments			
1. Are step & column adjustments included in the interim and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments		1,296,491	1,283,343
3. Percent change in step & column over prior year		1.3%	1.3%

	Current Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
Certificated (Non-management) Attrition (layoffs and retirements)			
1. Are savings from attrition included in the interim and MYPs?	Yes	Yes	Yes
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?	Yes	Yes	Yes

Certificated (Non-management) - Other

List other significant contract changes that have occurred since budget adoption and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Classified Labor Agreements as of the Previous Reporting Period

Were all classified labor negotiations settled as of budget adoption? No

If Yes, complete number of FTEs, then skip to section S8C.

If No, continue with section S8B.

Classified (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2024-25)	Current Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
Number of classified (non-management) FTE positions	837.30	852.03	832.03	832.03

1a. Have any salary and benefit negotiations been settled since budget adoption? No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled? Yes

If Yes, complete questions 6 and 7.

Negotiations Settled Since Budget Adoption

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement? n/a

If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

	Current Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?			
One Year Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year			
or			
Multiyear Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6.	Cost of a one percent increase in salary and statutory benefits	605,338

		Current Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
7.	Amount included for any tentative salary schedule increases			

Classified (Non-management) Health and Welfare (H&W) Benefits

		Current Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
1.	Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2.	Total cost of H&W benefits	6,716,466	6,385,208	4,885,208
3.	Percent of H&W cost paid by employer			
4.	Percent projected change in H&W cost over prior year			

Classified (Non-management) Prior Year Settlements Negotiated Since Budget Adoption

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?		No		
	If Yes, amount of new costs included in the interim and MYPs			

If Yes, explain the nature of the new costs:

Classified (Non-management) Step and Column Adjustments

		Current Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
1.	Are step & column adjustments included in the interim and MYPs?	Yes	Yes	Yes
2.	Cost of step & column adjustments		594,046	598,776
3.	Percent change in step & column over prior year		1.3%	1.3%

Classified (Non-management) Attrition (layoffs and retirements)

		Current Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
1.	Are savings from attrition included in the interim and MYPs?	Yes	Yes	Yes
2.	Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?	Yes	Yes	Yes

Classified (Non-management) - Other

List other significant contract changes that have occurred since budget adoption and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period

Were all managerial/confidential labor negotiations settled as of budget adoption? No

If Yes or n/a, complete number of FTEs, then skip to S9.

If No, continue with section S8C.

Management/Supervisor/Confidential Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2024-25)	Current Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
Number of management, supervisor, and confidential FTE positions	92.60	92.60	89.60	89.60

1a. Have any salary and benefit negotiations been settled since budget adoption? No

If Yes, complete question 2.

If No, complete questions 3 and 4.

1b. Are any salary and benefit negotiations still unsettled? Yes

If Yes, complete questions 3 and 4.

Negotiations Settled Since Budget Adoption

2. Salary settlement:

	Current Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?			
Total cost of salary settlement			
Change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits 172,208

	Current Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
4. Amount included for any tentative salary schedule increases			

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits	Current Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
1. Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	1,545,021	1,494,108	1,409,257
3. Percent of H&W cost paid by employer			
4. Percent projected change in H&W cost over prior year			

Management/Supervisor/Confidential Step and Column Adjustments	Current Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
1. Are step & column adjustments included in the interim and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments	0	180,731	181,138
3. Percent change in step and column over prior year		1.3%	1.3%

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)	Current Year (2025-26)	1st Subsequent Year (2026-27)	2nd Subsequent Year (2027-28)
1. Are costs of other benefits included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of other benefits			
3. Percent change in cost of other benefits over prior year			

S9. Status of Other Funds

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

S9A. Identification of Other Funds with Negative Ending Fund Balances

DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year? No

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review. DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

A1.	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No)	No
A2.	Is the system of personnel position control independent from the payroll system?	No
A3.	Is enrollment decreasing in both the prior and current fiscal years?	Yes
A4.	Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year?	No
A5.	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	No
A6.	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	Yes
A7.	Is the district's financial system independent of the county office system?	No
A8.	Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.)	No
A9.	Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?	Yes

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

A3: Enrollment Trends The district expects enrollment to decline. This trend is already built into the district's Multi Year Projection. A6: Retiree Health Benefits The district provides uncapped health benefits to retirees who were hired before 2013 and who are vested. These benefits continue until the retiree reaches age 69. A9: Personnel Changes within the last 12 months Assistant Superintendent of Business Services, Kristen Pifko joined the district as the new Assistant Superintendent of Business Services on July 1, 2025

End of School District First Interim Criteria and Standards Review

First Interim
Actuals to Date 2025-26
Technical Review Checks
Phase - All
Display - Exceptions Only

Oxnard Elementary **Ventura County**

Following is a chart of the various types of technical review checks and related requirements:

F - Fatal (Data must be corrected; an explanation is not allowed)
W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

First Interim
Board Approved Operating Budget 2025-26
Technical Review Checks
Phase - All
Display - Exceptions Only

Oxnard Elementary **Ventura County**

Following is a chart of the various types of technical review checks and related requirements:

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W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

First Interim
Original Budget 2025-26
Technical Review Checks
Phase - All
Display - Exceptions Only

Oxnard Elementary **Ventura County**

Following is a chart of the various types of technical review checks and related requirements:

F - Fatal (Data must be corrected; an explanation is not allowed)
W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

First Interim
Projected Totals 2025-26
Technical Review Checks
Phase - All
Display - Exceptions Only

Oxnard Elementary **Ventura County**

Following is a chart of the various types of technical review checks and related requirements:

F - Fatal (Data must be corrected; an explanation is not allowed)
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OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** December 17, 2025

Agenda Section: Section D: Action Items

Appointment of Board Member Representatives to Budget Advisory Committee (Pifko)

The Oxnard School District Budget Advisory Committee (BAC) is a Superintendent's advisory committee that provides recommendations for budget improvement to the Board of Trustees via the Superintendent during the budget development process. The Committee is co-chaired by the three (3) Assistant Superintendents and is composed of a representative from each of the following: Board of Trustees, PTA, Community-at-Large, TK-5 School Principal, TK-8 School Principal, 6-8 School Principal, OEA, OSSA, CSEA, and Classified Management. Additional resources to this Committee are the Chief Information Officer, the Director of Classified Human Resources, the Director of Facilities, the Director of Fiscal Services, and the Director of School Performance & Student Outcomes.

The Board of Trustees will annually appoint a Board representative and alternate to this Committee. The Oxnard School District Budget Advisory Committee Membership List will be provided at a future board meeting. The Administration is requesting the Board's appointments for the representative and alternate to serve during 2026.

FISCAL IMPACT:
N/A

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees appoint a Board representative and alternate to serve on the BAC during 2026.

ADDITIONAL MATERIALS:

Attached: Budget Advisory Committee Charter (1 page)

OXNARD SCHOOL DISTRICT
1051 South A Street • Oxnard, CA 93030 • (805) 385-1501 • www.oxnardsd.org

Budget Advisory Committee

Purpose:

The Budget Advisory Committee is an advisory body and does not make policy, nor does it manage or direct the School District. It provides a valuable resource to the Superintendent by enhancing communication, providing opportunities for input on the budgetary process, and obtaining support for decisions ultimately made by the Board of Trustees.

Objectives:

1. Gather and provide input from the represented groups of the School District
2. Acquaint the members with school finances, and develop a general understanding of revenue sources and expenditures.
3. Develop an understanding of the budget process
4. Formulate budget considerations for the Superintendent by January 31.
5. Each member is to communicate the above with their respective group that they represent on a regular basis.

Budget Advisory Committee Membership
Serves during 2026
(Annual appointments by Superintendent or designee)

Co-Chairpersons (3):

1. Asst. Supt., Business & Fiscal Services, Lead
2. Asst. Supt., Educational Services
3. Asst. Supt., Human Resources

Members/Representatives (one each for a total of 10) from:

4. Board of Trustees
5. PTA
6. Community-at-Large
7. TK-5 School Principal
8. TK-8 School Principal
9. 6-8 School Principal
10. OEA
11. OSSA
12. CSEA
13. Classified Management

On-Call Resources:
Chief Information Officer
Director of Classified Human Resources
Director of Facilities
Director of Fiscal Services
Director of School Performance & Student Outcomes

The chairperson(s) will call the meetings, as appropriate. Periodic updates to the Superintendent and Board of Trustees are processed through the Chairperson(s) during the Budget process.

The meetings are scheduled for 1/15/26 at 3:30 p.m., 1/21/26 at 9:00 a.m., and 2/5/26 at 3:30 p.m.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** December 17, 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 22, 2025 Special Board Meeting
- June 11, 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 22, 2025 Special Board Meeting (4 pages)
Minutes June 11, 2025 Regular Board Meeting (19 pages)

OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501

BOARD OF TRUSTEES
Veronica Robles-Solis, President
Brian Melanephy, Clerk
Monica Madrigal Lopez, Member
Rose Gonzales, Member
Cynthia Salas, Member

ADMINISTRATION
Anabolena DeGenna, Ed.D.
Superintendent
Vacant
Assistant Superintendent,
Business & Fiscal Services
Aracely Fox, Ed.D.
Assistant Superintendent,
Educational Services
Scott Carroll, Ed.D.
Assistant Superintendent,
Human Resources

MINUTES
SPECIAL BOARD MEETING
Thursday, May 22, 2025

5:30 PM - Open Meeting

Oxnard School District, 1051 South A Street, Oxnard CA - Board Room

***NOTE:** In accordance with requirements of the Americans with Disabilities Act and related federal regulations, individuals who require special accommodation, including but not limited to an American Sign Language interpreter, accessible seating or documentation in accessible formats, should contact the Superintendent's office at least two days before the meeting date.

Persons wishing to address the Board of Trustees on any agenda item may do so by completing a Speaker Request Form and submitting the form to the Assistant Superintendent of Educational Services. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section A: PRELIMINARY

A.1. Call to Order and Roll Call (5:30 PM)

President Robles-Solis called the meeting to order at 5:35 p.m.

Present: Trustees Veronica Robles-Solis, Brian Melanephy, Cynthia Salas, Rose Gonzales, and Monica Madrigal Lopez (*Trustee Madrigal Lopez joined via Zoom as per AB 2449, for closed session only*). Also in attendance were Superintendent Anabolena DeGenna and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Dr. Anabolena DeGenna, Superintendent, led the audience in the Pledge of Allegiance.

A.3. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #26-03 Adoption of Agenda as Presented
Mover: Brian Melanephy
Seconder: Cynthia Salas
Moved To: Adopt
Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, Cynthia Salas, Brian Melanephy
Absent: 1 - Monica Madrigal Lopez
Motion Result: Passed

A.4. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.5. Closed Session

The Board convened to closed session at 5:44 p.m. to consider the following items:

1. 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

A.6. Reconvene to Open Session

The Board reconvened to open session at 8:30 p.m.

A.7. Report Out of Closed Session

President Robles-Solis reported that there was nothing to report out.

Section G: CONCLUSION

G.1. ADJOURNMENT

President Robles-Solis adjourned the meeting at 8:31 p.m.

Motion to adjourn.
Mover: Cynthia Salas
Seconder: Brian Melanephy
Moved To: Adjourn
Ayes: 4 - Veronica Robles-Solis, Brian Melanephy, Rose Gonzales, Cynthia Salas
Absent: 1 - Monica Madrigal Lopez
Motion Result: Passed

Ana DeGenna, Ed.D.



District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 17th day of December 2025, the Board of Trustees of the Oxnard School District approves the Minutes of the Special Board Meeting of May 22, 2025, on motion by Trustee_____, seconded by Trustee_____.

Signed:

_____
President of the Board of Trustees

_____
Clerk of the Board of Trustees

_____
Member of the Board of Trustees

_____
Member of the Board of Trustees

_____
Member of the Board of Trustees

OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501

BOARD OF TRUSTEES
Veronica Robles-Solis, President
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Cynthia Salas, Member

ADMINISTRATION
Anabolena DeGenna, Ed.D.
Superintendent
Vacant
Assistant Superintendent,
Business & Fiscal Services
Aracely Fox, Ed.D.
Assistant Superintendent,
Educational Services
Scott Carroll, Ed.D.
Assistant Superintendent,
Human Resources

MINUTES
REGULAR BOARD MEETING
Wednesday, June 11, 2025

5:00 PM - Open Meeting
5:30 PM - Study Session
7:00 PM - Return to Regular Board Meeting

Trustee Cynthia Salas attending virtually from 848 M Street, Fresno, CA 93721

***NOTE:** In accordance with requirements of the Americans with Disabilities Act and related federal regulations, individuals who require special accommodation, including but not limited to an American Sign Language interpreter, accessible seating or documentation in accessible formats, should contact the Superintendent's office at least two days before the meeting date.

Persons wishing to address the Board of Trustees on any agenda item may do so by completing a Speaker Request Form and submitting the form to the Assistant Superintendent of Educational Services. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Watch the meeting live: osdtv.oxnardsd.org

Broadcasted by Charter Spectrum, Channel 20 &
Frontier Communications, Channel 37

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section A: PRELIMINARY

A.1. Call to Order and Roll Call (5:00 PM)

President Robles-Solis called the meeting to order at 5:02 p.m.

Present: Trustees Veronica Robles-Solis, Brian Melanephy, Cynthia Salas, Rose Gonzales, and Monica Madrigal Lopez (*Trustee Salas attended remotely per AB 2449*). Also in attendance were Superintendent Anabolena DeGenna, Assistant Superintendent Aracely Fox, Assistant Superintendent Scott Carroll, and Executive Assistant Lydia Lugo Dominguez. Personnel Commissioner Denis O'Leary attended for the Recognition of Retirees item.

A.2. Pledge of Allegiance to the Flag

Ryan Trevino, 5th grade student in Mrs. Medrano's class at Lemonwood School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Melanie Pascual, 8th grade student in Mrs. Chua's class at Lemonwood School, read the district's Mission and Vision Statement in English and Spanish.

A.4. Presentation by Lemonwood School

Carlos Valdovinos, Principal, Lemonwood School, provided a presentation about Lemonwood.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #26-04 Adoption of Agenda as Presented
Mover: Brian Melanephy
Seconder: Monica Madrigal Lopez
Moved To: Adopt
Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas
Motion Result: Passed

A.6. Recognition of Retirees (DeGenna)

The Board of Trustees recognized Certificated and Classified retirees, as listed.

Name	*Title*	*Years of Service*
John Avalos	Lead Custodian	32
Ismael Bañales	Instructional Assistant	34
Patricia Bentley	Teacher	11
Sherry Brown	Teacher	21

Blanca Cachu	Child Nutrition Worker	21
Celina Camarena	Office Assistant	18
Efren Chavez	Facilities Materials Specialist	11
Sergio Cuevas	Custodian	30
Amelia Gonzalez-Taylor	Teacher	7
Dori Hagerman	Teacher	17
Michael Holguin	Irrigation Specialist	13
Rosemary Iglesias Stengel	Teacher	6
Anthony Johnson	Accounting Specialist III	9
Patricia McCarthy-Ritchie	Teacher	29
Elizabeth Pangilinan	Child Nutrition Worker	15
Bonnie Peros	Accounting Manager	10
Roberto Rodriguez	Teacher	10
Robert Scheerger	Special Education Manager	1
Lorna Shofner	Teacher	11

A.7. Recess (10 Minutes)

There was a 10-minute recess at 5:52 p.m.

A.8. Study Session - Update on Use of Pesticides (Bennett/Hubbard)

Mark Bennett, Director of Facilities, and David Hubbard, Chief Information Officer, provided information regarding use of pesticides in the district. Mr. Bennett reported that the recommendation is to enter into an agreement with Core America for an in-depth assessment of the district's needs as far as grounds and pest management. Upon completion of Core America's assessment, staff will report back to the Board regarding their findings.

A.9. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

- Teresa Gomez re: pesticide report. Requested copy of tonight's presentation.

A.10. Closed Session

The Board convened to closed session at 6:17 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 Appointment
  - Manager, Federal & State Grants
  - Manager, Special Education

A.11. Reconvene to Open Session (7:00 PM)

The Board reconvened to open session at 7:03 p.m.

President Robles-Solis read a statement reaffirming the Board's commitment to providing safe zones for all students regardless of immigration status.

A.12. Report Out of Closed Session

President Robles-Solis reported on the following actions taken in closed session:

Motion #26-05 Appointment of Eli Kashman as Manager, Federal & State Grants
Mover: Brian Melanephy
Seconder: Monica Madrigal Lopez
Moved To: Appoint
Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas
Motion Result: Passed

Motion #26-06 Appointment of Marcel Harner as Manager, Special Education
Mover: Rose Gonzales
Seconder: Brian Melanephy
Moved To: Appoint
Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas
Motion Result: Passed

A.13. Adoption of Resolution #24-22 Recognizing June as Pride Month (DeGenna)

The Board of Trustees adopted Resolution #24-22 recognizing June as Pride Month.

Motion #26-07 Adoption of Resolution #24-22 Recognizing June as Pride Month
Mover: Brian Melanephy
Seconder: Rose Gonzales
Moved To: Adopt
Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas
Motion Result: Passed

A.14. Adoption of Resolution #24-23 Honoring the Life and Legacy of Odessa Newman-Staples (DeGenna)

The Board of Trustees adopted Resolution #24-23 honoring the life and legacy of Odessa Newman-Staples, former Oxnard School District Trustee and lifelong community activist.

Motion #26-08 Adoption of Resolution #24-23 Honoring the Life and Legacy of Odessa Newman-Staples
Mover: Rose Gonzales
Seconder: Monica Madrigal Lopez
Moved To: Adopt
Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas
Motion Result: Passed

A.15. Introduction of Newly Appointed Oxnard School District Administrators (DeGenna)

The newly appointed Oxnard School District administrators were introduced to the Board of Trustees:

- Mark Bennett, Director of Facilities
- Oscar Medina Silva, Information Technology Manager
- Deysi Navarro, Mental Health Manager

Section B: PUBLIC COMMENT/HEARINGS

B.1. Public Comment (3 minutes per speaker) / Comentarios del Público (3 minutos por cada ponente)

- Jackie Carmona re: promotion policies
- Amanda Magallanes re: small appliance policy
- Vicky Gonzalez re: small appliance policy
  - Jesus Cahue - donated time to Vicky Gonzalez
  - Julio Cahue - donated time to Vicky Gonzalez
- Stacie Thurman re: small appliance policy
- Julianne Newman re: communication between central office and site employees

- Natalie Gonzales - donated time to Julianne Newman

B.2. Public Hearing - Oxnard School District 2025-2026 Local Control Accountability Plan (Fox)

The Board of Trustees conducted a public hearing to open the public comment period for the Oxnard School District 2025-2026 Local Control Accountability Plan (LCAP) prior to its adoption at the June 18, 2025 Board meeting.

Motion #26-09 Approval to Open Public Comment Period for Oxnard School District 2025-2026 Local Control Accountability Plan
Mover: Monica Madrigal Lopez
Seconder: Cynthia Salas
Moved To: Approve
Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas
Motion Result: Passed

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #26-10 Approval of Consent Agenda as Presented
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

C.1. Personnel Actions (Carroll/Fuentes)

As presented.

C.2. Acceptance of Disclosure of Collective Bargaining Agreement with Certificated Management, Classified Management & Confidential Groups (Núñez)

For a 2% on-schedule, ongoing salary increase effective retroactively to July 1, 2024, a new longevity step added for employees in the Confidential group beginning their 24th year of service with the District, a permanent increase of $1,094.00 to the District health and welfare cap effective July 1, 2025, and a temporary increase of $947.00 to the District cap for health and welfare benefits for the 2025–26 fiscal year, in the amounts of $360,585.00 for fiscal year 2024-2025 and $191,708.00 for fiscal year 2025-2026, to be paid from the General Fund.

Section C: APPROVAL OF AGREEMENTS

C.3. Approval of Agreement #25-37 – School Services of California (Núñez)
To provide comprehensive support in key operational areas including human resources, finance, and facilities management, as well as strategic guidance to the Superintendent and Cabinet, July 1, 2025 through June 30, 2026, in the amount not to exceed $32,000.00, to be paid out of the General Fund.

C.4. Approval of Agreement #25-50, Panorama Education, Inc. (Fox/Nocero)
To provide a comprehensive, web-based assessment and data platform designed to identify student needs in the area of social and emotional learning (SEL), July 1, 2025 through June 30, 2026, in the amount of $225,205.00, to be paid out of the Multi-Tiered System of Support (MTSS) Grant.

C.5. Approval of Agreement/MOU #25-54, Ventura Unified School District (Fox/Ruvalcaba)
To provide Indian Education services to 12 eligible students within the Oxnard School District, July 1, 2025 through June 30, 2026, in the amount of $6,809.78 (matching funds), to be paid out of Title I Funds.

C.6. Approval of Agreement #25-56 – Foundation for California Community Colleges/California ASAPconnect (Fox/Shea)
To provide four professional development sessions for Expanded Learning Program coordinators to support the implementation of the After School Education and Safety (ASES) Grant and the Expanded Learning Opportunities Program (ELOP), July 1, 2025 through June 30, 2026, in the amount of $47,741.00, to be paid out of Expanded Learning Opportunities Program Funds.

C.7. Approval of Agreement #25-57 – Amergis Educational Staffing (Fox/Shea)
To provide supplemental staffing services in the areas of Paraeducators, Behavior Technicians, and Nurses for the Expanded Learning Opportunities Program (ELOP) on an as-needed basis, July 1, 2025 through June 30, 2026, in the amount not to exceed $50,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

C.8. Agreement #25-58 – Mobile Ed Productions Inc. (Fox/Shea)
To present the Sky Dome Planetarium as part of the 2025 Summer Program, July 1, 2025 through July 25, 2025, in the amount of $12,370.00, to be paid out of Expanded Learning Opportunities Program Funds.

C.9. Approval of Agreement #25-59 – Foundation for California Community Colleges/ California Afterschool Network (Fox/Shea)
To provide full-day, conference-style workshops centered on state priorities, best practices, and California's Quality Standards for Expanded Learning, as well as coaching for site and district staff in areas such as program design, staff development, student engagement, and data utilization, July 1, 2025 through June 30, 2026, in the amount not to exceed $75,000.00, to be

paid out of Expanded Learning Opportunities Program Funds.

C.10. Approval of Agreement #25-62, Franklin Covey Education (DeGenna/Jefferson)
To provide professional development training for the Special Education Department staff in the Oxnard School District with the goal of enhancing their professional skill sets and supporting effective, inclusive practices for students with diverse needs, July 1, 2025 through June 30, 2026, in the amount not to exceed $50,000.00, to be paid out of Special Education Funds.

C.11. Approval of Agreement #25-64 - Action Preparedness Training (Carroll/Magaña)
To provide CPR/AED and First Aid training to Oxnard School District staff, July 1, 2025 through June 30, 2026, in the amount not to exceed $9,000.00, to be paid out of Safety Credits Funds.

C.12. Approval of Agreement #25-65 – Tri-Signal Integration, Inc. (Hubbard/Bennett)
To perform the Annual Fire Alarm System Testing and Inspections at all sites within the Oxnard School District, July 1, 2025 through June 30, 2026, in the amount of $72,435.00, to be paid out of Routine Restricted Maintenance Funds.

C.13. Approval of Agreement #25-66 – Dial Security (Hubbard/Bennett)
To provide Alarm Monitoring Services, Maintenance Contract and Fire Monitoring Services throughout all sites within the Oxnard School District, July 1, 2025 through June 30, 2026, in the amount of $212,296.31, to be paid out of Routine Restricted Maintenance Funds.

C.14. Approval of Agreement #25-67 – California State University, Northridge (Carroll)
To collaborate in the training and development of future school counselors via field placements within the district, July 1, 2025 through June 30, 2028, at no cost to Oxnard School District.

C.15. Approval of Agreement #25-69 – Tresis Partners Corporation (Fox/Nocero)
To provide specialized urgent care for head lice removal upon referral by school personnel, July 1, 2025 through June 30, 2026, in the amount not to exceed $5,000.00, to be paid out of the General Fund.

C.16. Approval of Agreement #25-70 – STAR of CA - ERA Ed. (Fox/Shea)
To provide supplemental staffing for the Expanded Learning Opportunities Program on an as-needed basis, July 1, 2025 through June 30, 2026, in the amount not to exceed $225,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

C.17. Approval of Agreement #25-72 – Curriculum Associates, LLC (Fox/Ruvalcaba)
To provide five hours of online training for teachers focused on exploring the Ellevation Strategies Professional Learning Modules, July 1, 2025 through June 30, 2026, in the amount of $6,250.00, to be paid out of Title III Funds.

C.18. Approval of Agreement #25-74 - Sunrise Physical Therapy Services Inc. (Carroll/Magaña)
To provide ergonomic evaluations and training sessions at job sites, as requested, July 1, 2025 through June 30, 2026, in the amount not to exceed $29,000.00, to be paid out of Ergonomic Reimbursable Funds.

C.19. Approval of Agreement #25-75, Pavement Engineering Inc. (Hubbard/Bennett)
To provide engineering services to the Oxnard School District to assess, update, and maintain pavement infrastructure across all district sites, July 1, 2025 through June 30, 2026, in the amount not to exceed $65,000.00, to be paid out of Deferred Maintenance Funds.

C.20. Approval of Agreement #25-76 – Flewelling & Moody, Inc. (Hubbard/Bennett)
To provide architectural, planning, and engineering services to support the Oxnard School District's Facilities Department in the development and execution of future maintenance projects, July 1, 2025 through June 30, 2026, in the amount not to exceed $200,000.00, to be paid out of the General Fund.

C.21. Approval of Agreement #25-80– Frog Environmental (Hubbard/Bennett)
To conduct the required Annual Comprehensive Facility Compliance Evaluation (ACCFCE) for the Oxnard School District's Transportation facility, July 1, 2025 through June 30, 2026, in the amount of $5,616.00, to be paid out of the General Fund.

C.22. Approval of Agreement #25-81 – 7 Mindsets (Fox/Nocero)
To provide Oxnard School District staff with a virtual training focusing on lessons and modules designed to enhance Social-Emotional Learning (SEL) for students in grades K–8, July 1, 2025 through June 30, 2026, in the amount of $15,000.00, to be paid out of LCFF Funds.

C.23. Approval of Agreement #25-82 - Mind Growers (DeGenna/Jefferson)
To provide a Cognitive Coaching professional development initiative tailored for the Special Education Department Certificated staff, July 1, 2025 through June 30, 2026, in the amount not to exceed $40,000.00, to be paid out of Special Education Funds.

C.24. Approval of Agreement #25-86 – Ventura County Office of Education - Vision Specialist Services (DeGenna/Jefferson)
To provide a Cognitive Coaching professional development initiative tailored for the Special Education Department Certificated staff, July 1, 2025 through June 30, 2026, in the amount not to exceed $40,000.00, to be paid out of Special Education Funds.

C.25. Approval of Agreement #25-87 – Ventura County Office of Education/SELPA - Physical Therapy Services (DeGenna/Jefferson)
To provide SELPA Physical Therapy Specialist Services to eligible students within the Oxnard School District, July 1, 2025 through June 30, 2026, in the amount not to exceed $133,500.00, to be paid out of Special Education Funds.

C.26. Approval of Agreement #25-88 - Ventura County Office of Education/ SELPA – Orientation and Mobility Specialist Services (DeGenna/Jefferson)

To provide SELPA Orientation & Mobility (O&M) Specialist services to support Special Education students in the Oxnard School District, July 1, 2025 - June 30, 2026, in the amount not to exceed $49,900.00, to be paid out of Special Education Funds.

C.27. Approval of Agreement #25-89 - Ventura County Office of Education/SELPA – Home & Hospital Instructional Teaching Services (DeGenna/Jefferson)

To provide Home/Hospital Instructional Teaching services on an as-needed basis to support eligible students in the Oxnard School District who are unable to attend regular school sessions, July 1, 2025 - June 30, 2026, in the amount not to exceed $32,000.00, to be paid out of Special Education Funds.

C.28. Approval of Agreement #25-90 – Meathead Movers (Fox/Shea)

To provide professional moving services to assist with the phased construction projects at Rose Avenue, McAuliffe, and Ritchen Elementary Schools, June 19, 2025 - August 18, 2025, in the amount of $32,000.00, to be paid out of the General Fund.

Section C: RATIFICATION OF AGREEMENTS

C.29. Ratification of Amendment #1 to Agreement #24-87 – Ventura County Office of Education/SELPA – Physical Therapy Services (DeGenna/Jefferson)

To correct an error in the original cost estimate for the provision of Physical Therapy services, in the amount of $5,500.00, to be paid out of Special Education Funds.

Section D: ACTION ITEMS

D.1. Approval of the Revised Management and Confidential Employee Compensation/Salary Schedules for the 2024-25 School Year (Carroll)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's approval of the 2024/25 Management and Confidential Employee Compensation/Salary Schedules, for a 2% on-schedule salary increase retroactive to July 1, 2024, in the amounts of $360,585.00 for 2024/25 fiscal year and $191,708.00 for 2025/26 fiscal year, as presented.

Motion #26-11 Approval of the Revised Management and Confidential Employee Compensation/Salary Schedules for the 2024-25 School Year
Mover: Monica Madrigal Lopez
Seconder: Brian Melanephy
Moved To: Approve
Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.2. Approval of Instructional Continuity Plan (Fox/Nocero)

Dr. Aracely Fox, Assistant Superintendent, Educational Services, and Dr. Jodi Nocero, Director of Pupil Services, recommended the Board's approval of the Instructional Continuity Plan, as presented.

Motion #26-12 Approval of Instructional Continuity Plan
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 and Adoption of Amira Reading Difficulties Risk Screener (Fox/Thomas)

Dr. Aracely Fox, Assistant Superintendent, Educational Services and Anna Thomas, Director, School Performance and Student Outcomes, recommended the Board's approval of the recommendation to adopt the Amira reading difficulties risk screener for implementation starting in the 2025–2026 school year pursuant to Senate Bill 114, at no cost to Oxnard School District.

Motion #26-13 Approval and Adoption of Amira Reading Difficulties Risk Screener
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.4. Consideration of Employment Agreement: Assistant Superintendent, Business & Fiscal Services – Kristen Pifko (DeGenna)

Dr. Ana DeGenna, Superintendent, recommended the Board's approval of the employment agreement for Kristen Pifko as Assistant Superintendent, Business & Fiscal Services, July 1, 2025 - June 30, 2028, in the annual amount of $215,873.00, to be paid out of the General Fund.

Motion #26-14 Approval of Employment Agreement: Assistant Superintendent, Business & Fiscal Services - Kristen Pifko
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.5. Approval of Agreement #25-49 – Restorative Justice Services, LLC (Fox/Nocero)

Dr. Jodi Nocero, Director, Pupil Services, and Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended the Board's approval of Agreement #25-49 with Restorative Justice Services, LLC., to provide a three 3-day in-person training on restorative approaches to Oxnard School District staff as part of the LCSSP grant, July 1, 2025 through August 31, 2025, in the amount not to exceed $36,000.00, to be paid out of the Learning Communities School Success Program Grant.

Motion #26-15 Approval of Agreement #25-49 - Restorative Justice Services, LLC
Mover: Monica Madrigal Lopez
Seconder: Cynthia Salas
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 #25-51, California Association for Bilingual Education (Fox/Ruvalcaba)

Dr. Teresa Ruvalcaba, Manager, Equity, Family & Community Engagement, and Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended the Board's approval of Agreement #25-51 with California Association for Bilingual Education (CABE), to support the ongoing implementation of Plaza Comunitaria, a Spanish literacy program designed for immigrant adults, July 1, 2025 through June 30, 2026, in the amount not to exceed $14,000.00, to be paid out of Title III Funds.

Motion #26-16 Approval of Agreement #25-51, California Association for Bilingual Education
Mover: Monica Madrigal Lopez
Seconder: Cynthia Salas
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 #25-60 – School Yard Rap (Fox/Shea)

Dr. Ginger Shea, Director, Enrichment & Specialized Programs, and Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended the Board's approval of Agreement #25-60 with School Yard Rap, to provide assemblies at all OSD schools highlighting Latino/a

history in the fall and Black history in the spring, October 20-22, 2025 & January 26-28, 2026, in the amount not to exceed $230,000.00, to be paid out of Title 1 Funds.

Motion #26-17 Approval of Agreement #25-60 – School Yard Rap
Mover: Rose Gonzales
Seconder: Brian Melanephy
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 #25-61 – Acceleration Behavioral Therapies (DeGenna/Jefferson)

Danielle Jefferson, Director, Special Education, and Dr. Ana DeGenna, Superintendent, recommended the Board's approval of Agreement #25-61 with Acceleration Behavioral Therapies, to provide comprehensive one-on-one behavioral therapy and related services to students in the Oxnard School District on an "as needed" basis, July 1, 2025 through June 30, 2026, in the amount not to exceed $2,000,000.00, to be paid out of Special Education Funds.

Motion #26-18 Approval of Agreement #25-61 – Acceleration Behavioral Therapies
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 #25-68, STAR of CA, ERA Ed (DeGenna/Jefferson)

Danielle Jefferson, Director, Special Education, and Dr. Ana DeGenna, Superintendent, recommended the Board's approval of Agreement #25-68 with STAR of CA/ ERA Ed., to provide classroom support and one-on-one behavioral therapists for identified Special Education students in the Oxnard School District on an "as needed" basis, July 1, 2025, through June 30, 2026, in the amount not to exceed $3,000,000.00, to be paid out of Special Education Funds.

Motion #26-19 Approval of Agreement #25-68, STAR of CA, ERA Ed
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.10. Approval of Agreement #25-73 – Alternative Behavior Strategies, LLC (DeGenna/Jefferson)

Danielle Jefferson, Director, Special Education, and Dr. Ana DeGenna, Superintendent, recommended the Board's approval of Agreement #25-73 with Alternative Behavior Strategies, LLC, to provide one-on-one behavioral therapy and related services to students in the Oxnard School District on an "as needed" basis, July 1, 2025 through June 30, 2026, in the amount not to exceed $2,000,000.00, to be paid out of Special Education Funds.

Motion #26-20 Approval of Agreement #25-73 – Alternative Behavior Strategies, LLC
Mover: Brian Melanephy
Seconder: Rose Gonzales
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 #25-77 - Dr. Frank Olmos, DFO HR Consulting (Carroll/Fuentes)

Dr. Adalberto Fuentes, Director, Classified Human Resources, and Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's approval of Agreement #25-77 with Dr. Frank Olmos, DFO HR Consulting, o provide clerical and administrative staff of Oxnard School District with AI training workshops that are designed to provide practical, hands-on skills in using artificial intelligence to increase workplace efficiency and effectiveness, August 7, 2025, in the amount not to exceed $3,000.00, to be paid out of LCFF Funds.

Motion #26-21 Approval of Agreement #25-77 - Dr. Frank Olmos, DFO HR Consulting
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 #25-78 – CPS HR Consulting (Carroll/Fuentes)

Dr. Adalberto Fuentes, Director, Classified Human Resources, and Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's approval of Agreement #25-78 with CPS HR Consulting, to provide classified staff in the Oxnard School District with four on-site professional development trainings that will focus on Collaboration Skills, Dealing with Difficult People, Discovering and Working with Your Talents and Strengths, and Organizing and Prioritizing for Success, August 4, 2025, in the amount not to exceed $10,350.00, to be paid out of LCFF Funds.

Motion #26-22 Approval of Agreement #25-78 – CPS HR Consulting
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 #25-79 - Edapt Schools Inc. (Carroll)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's approval of Agreement #25-79 with Edapt Schools Inc., to provide Oxnard School District with a structured framework, expert advisory team, and a practical playbook to enable the thoughtful and effective adoption of AI technologies, July 1, 2025 – June 30, 2026, in the amount not to exceed $44,000.00, to be paid out of LCFF Funds.

Motion #26-23 Approval of Agreement #25-79 - Edapt Schools Inc.
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.14. Approval of Agreement #25-84 – Ventura County Office of Education - Special Education Transportation Services 2025-2026 (DeGenna/Jefferson)

Danielle Jefferson, Director, Special Education, and Dr. Ana DeGenna, Superintendent, recommended the Board's approval of Agreement #25-84 with Ventura County Office of Education, to provide transportation services for eligible Special Education students on an “as needed” basis within the Oxnard School District, July 1, 2025 through June 30, 2026, in the amount of $540,724.00, to be paid out of Special Education Funds.

Motion #26-24 Approval of Agreement #25-84 – Ventura County Office of Education - Special Education Transportation Services 2025-2026
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.15. Approval of Agreement #25-85 – Aspiranet – Ventura County Office of Education/SELPA (DeGenna/Jefferson)

Danielle Jefferson, Director, Special Education, and Dr. Ana DeGenna, Superintendent, recommended the Board's approval of Agreement #25-85 with Aspiranet – Ventura County Office of Education/SELPA, to provide Special Education services on an "as needed" basis, including individual counseling and therapy, behavioral intervention and support, crisis management and de-escalation, and family training and support, July 1, 2025 through June 30, 2026, in the amount not to exceed $500,000.00, to be paid out of Special Education Funds.

Motion #26-25 Approval of Agreement #25-85 – Aspiranet – Ventura County Office of Education/SELPA
Mover: Monica Madrigal Lopez
Seconder: Cynthia Salas
Moved To: Approve
Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas
Motion Result: Passed

Section F: BOARD POLICIES

F.1. First Reading - Revisions to BP/E 4040 Employee Use of Technology (DeGenna)

Dr. Ana DeGenna, Superintendent, recommended the Board's review of the revisions to BP/E 4040 Employee Use of Technology, as presented for First Reading. The revised policies will be presented for Second Reading and Adoption at the June 18, 2025 regular board meeting.

F.2. First Reading - BP 5127 Graduation Ceremonies and Activities (Fox)

Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended the Board's review of the revisions to BP 5127 Graduation Ceremonies and Activities, as presented for First Reading. The revised policy will be presented for Second Reading and Adoption at the June 18, 2025 regular board meeting.

Section G: CONCLUSION

G.1. Future Agenda Items (DeGenna)

Monica Madrigal Lopez

- Talent Search in OSD

Rose Gonzales

- Board Rotation
- Outstanding Activities Teachers Have Done Outside of School w/ Non-Profits

10:00 PM – Approval to Extend Meeting

The Board voted to extend the meeting to 10:25 p.m.

Motion #26-26 Approval to Extend Meeting to 10:25 p.m.
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

G.2. Superintendent's Report (3 minutes)

Ana DeGenna

- City Recognition of OSD Students May 27
- Batalla De los Libros @ VCOE May 22
- Biliteracy Galas
- OSD Creates May 29
- AR Awards at McAuliffe June 6
- Latino Youth Cinema Project May 31
- Lemonwood Newcomers June 11
- OSD Student Profile
- Rotary Teacher Recognition @ Curren May 31
- Plaza Comunitaria Parent Graduation June 2
- Rotary Teacher Recognition @ Frank June 3
- Remembering Odessa Newman Staples
- June Happenings
- Celebrating Pride Month
- Safe Zones Resolution #24-09

G.3. Trustees' Announcements (3 minutes each speaker)

Monica Madrigal Lopez

- Acknowledged President's statement at start of meeting re: immigration/ICE
- Enjoyed attending OSD Creates - it was a wonderful event

Brian Melanephy

- June is PTSD Awareness Month
- Know your rights

Rose Gonzales

- Thank you to Lemonwood and to all presenters
- Enjoyed attending 3 out of 4 Biliteracy Galas, OSD Creates, Juneteenth Celebration at Marshall, FACE Meeting, and Harrington's 5th grade promotion
- Upcoming Juneteenth Celebration at Plaza Park
- These are trying times - we are here for our families

Cynthia Salas

- Thank you to all staff, Cabinet and teachers for all recent events
- We are here for our families - grateful for Superintendent, staff and Cabinet for responding yesterday. Proud of our city for peaceful protests. Missed seeing
- everyone in person today.

Veronica Robles-Solis

- Looking forward to promotions

G.4. ADJOURNMENT

President Robles-Solis adjourned the meeting at 10:16 p.m.

Motion to adjourn.
Mover: Brian Melanephy
Seconder: Rose Gonzales
Moved To: Adjourn
Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas
Motion Result: Passed

Ana DeGenna, Ed.D.



District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 17th day of December 2025, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of June 11, 2025, on motion by Trustee_____, seconded by Trustee_____.

Signed:

_____
President of the Board of Trustees

_____
Clerk of the Board of Trustees

_____
Member of the Board of Trustees

_____
Member of the Board of Trustees

_____
Member of the Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** December 17, 2025

Agenda Section: Section F: Board Policies, First Reading

First Reading – Revisions to BP and AR 3515 Campus Security (Pifko)

The BP and AR 3515 Campus Security policies have been updated based on recommendations from the California School Boards Association (CSBA).

Summary of policy revisions

1. BP 3515 is being updated to align with the Department of Homeland Security's *Behavioral Threat Assessment and Management in Practice* guide.
2. AR 3515 is being updated to reflect new laws:
    - AB 2715 (2024) Allows closed sessions with law enforcement on security and cybersecurity threats.
    - AB 1858 (2024) Adds requirements for active shooter drills and safety plan procedures.
    - AB 2565 (2024) Requires interior door locks in rooms with five or more occupants during facility projects.

The updated language is in red text and underlined. The revised policies 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 of Business and Fiscal Services that the Board of Trustees receive the revisions to BP and AR 3515 Campus Security for first reading, as presented. The revised policies will be presented for a Second Reading and Adoption at a future Board meeting.

ADDITIONAL MATERIALS:

Attached: BP 3515 (5 pages)
AR 3515 (6 pages)

Policy 3515: Campus Security

Status:

Original Adopted Date: 10/19/2011 | **Last Reviewed Date:** 10/19/2011

The Governing Board ~~Board of Trustees~~ is committed to providing a school environment that promotes the safety of students, staff, ~~employees,~~ and visitors to school grounds. The Board also recognizes the importance of protecting district property, facilities, and equipment from vandalism and theft.

The Superintendent or designee shall develop campus security procedures, which may be included in ~~are consistent with the goals and objectives of~~ the district's comprehensive safety plan and/or site-level safety plans. Such procedures shall be regularly reviewed to reflect changed circumstances and to assess their effectiveness in achieving safe school objectives.

Reporting and Responding to Threats

Any certificated or classified employee, or other school official, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-8, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, shall immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. (Education Code 49390, 49393)

Threat or perceived threat means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual. (Education Code 49390)

Additionally, anyone who receives or learns of a health or safety threat related to school or a school activity shall report the threat to a school or district administrator.

The Superintendent or designee may form a team in order to identify, inquire, assess, and manage potentially threating student behavior

Surveillance Systems

~~The Board believes that reasonable use of surveillance cameras will help the district achieve its goals for campus security.~~ In consultation with the district's school site council, safety planning committee, other relevant stakeholders, and ~~relevant~~ staff, the Superintendent or designee shall identify appropriate locations for the placement of surveillance cameras. Cameras shall not be placed in areas where students, staff, or community members have a reasonable expectation of privacy. Any audio capability on the district's surveillance equipment shall be disabled so that sounds are not recorded.

Prior to the operation of the surveillance system, the Superintendent or designee shall ensure that signs are posted at conspicuous and targeted locations ~~at affected~~ around school buildings and grounds. Such ~~These~~ signs shall state that the facility uses video ~~inform students, staff, and visitors that~~ surveillance equipment for security purposes and that the equipment may or may not be ~~may occur and shall state whether the district's system is~~ actively monitored at any time. ~~by school~~

~~personnel.~~ The Superintendent or designee shall also provide prior written notice to students and parents/guardians about the district's surveillance system, including the locations where surveillance may occur and ~~explaining~~ that the recordings may be used in disciplinary proceedings~~,~~ and/or ~~that matters captured by the camera may be~~ referred to local law enforcement, as appropriate.

To the extent that any images from the district's surveillance system create a student or personnel record, the Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, administrative regulation, and any applicable collective bargaining agreements.

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
24 CCR 1010.2	Door operations
24 CCR 1010.2.8	Locking arrangements in educational occupancies
24 CCR 1010.2.8.2	Lockable doors from the inside
CA Constitution Article 1, Section 28	Right to Safe Schools
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act
Ed. Code 17583	Classroom security locks; modernization projects
Ed. Code 17586	Interior door locks
Ed. Code 32020	School gates; entrances for emergency vehicles
Ed. Code 32211	Threatened disruption or interference with classes
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35160	Authority of governing boards
Ed. Code 35160.1	Broad authority of school districts
Ed. Code 35266	Reporting of cyber attacks
Ed. Code 38000-38005	Security departments
Ed. Code 49050-49051	Searches by school employees
Ed. Code 49060-49079	Student records
Ed. Code 49390-49395	Homicide threats
Gov. Code 11549.3	Independent security assessment
Gov. Code 54957	Closed session board meetings
Gov. Code 8586.5	California Cybersecurity Integration Center

Pen. Code 469	Unauthorized making, duplicating or possession of key to public building
Pen. Code 626-626.11	Weapons on school grounds and other school crimes

Federal	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
34 CFR 99.3	Definition of education records
6 USC 665k	Federal Clearinghouse on School Safety Evidence-Based Practices

Management Resources	**Description**
Attorney General Opinion	75 Ops.Cal.Atty.Gen. 155 (1992)
Attorney General Opinion	83 Ops.Cal.Atty.Gen. 257 (2000)
California Department of Education Publication	Safe Schools: A Planning Guide for Action Workbook, 2002
Court Decision	Brannum v. Overton County School Board (2008) 516 F. 3d 489
Court Decision	New Jersey v. T.L.O. (1985) 469 U.S. 325
Federal Communications Commission	Schools and libraries cybersecurity pilot program
National Institute of Justice Publication	The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, 1999
State Ed. Tech. Directors Assoc. Pub.	Small Districts, Big Hurdles: Cybersecurity Support for Small, Rural, and Under-resourced School Districts, October 2023
U.S. Department of Homeland Security	Behavioral Threat Assessment and Management in Practice
US DOE Publication	FAQs on Photos and Videos under FERPA
Website	Cybersecurity and Infrastructure Security Agency
Website	California Cybersecurity Integration Center
Website	Schoolsafety.gov
Website	California Military Department
Website	U.S. Department of Homeland Security, Fusion Centers
Website	California State Threat Assessment System
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Protecting Student Privacy
Website	National Institute of Justice
Website	National School Safety Center
Website	California Department of Education, Safe Schools
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1113	District And School Websites
1113	District And School Websites
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1330.1	Joint Use Agreements
3000	Concepts And Roles
3440	Inventories
3515.2	Disruptions
3515.2	Disruptions
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3515.5	Sex Offender Notification
3515.7	Firearms On School Grounds
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.2	Bomb Threats
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4119.1	Civil And Legal Rights
4131	Staff Development
4158	Employee Security
4158	Employee Security
4219.1	Civil And Legal Rights
4231	Staff Development
4258	Employee Security
4258	Employee Security
4319.1	Civil And Legal Rights
4358	Employee Security
4358	Employee Security

5112.5	Open/Closed Campus
5116.2	Involuntary Student Transfers
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E PDF(1)	Release Of Directory Information
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.2	Bullying
5131.2	Bullying
5131.5	Vandalism And Graffiti
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5142	Safety
5142	Safety
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.9	Hate-Motivated Behavior
6142.4	Service Learning/Community Service Classes
6164.2	Guidance/Counseling Services
6164.2	Guidance/Counseling Services
7111	Evaluating Existing Buildings

Regulation 3515: Campus Security **Status:**

Original Adopted Date: 10/19/2011 **| Last Reviewed Date:** 10/19/2011

The Superintendent or designee shall develop ~~ensure that the district's~~ a campus security plan for each school site which contributes to a positive school climate, fosters social and emotional learning and student well-being, and includes strategies to:

1. Secure the campus perimeter and school facilities in order to prevent criminal activity

   These strategies include a risk management analysis of each campus' security system, lighting system, and fencing. Procedures to ensure unobstructed views and eliminate blind spots caused by doorways and landscaping shall also be considered. In addition, parking lot design may be studied, including methods to discourage through traffic.

2. Secure buildings from outsiders and discourage trespassing

   These strategies may include installing locks, requiring visitor registration, staff and student identification tags, and patrolling of places used for congregating and loitering.

3. Secure the district's network infrastructure and web applications from cyberattacks

   These strategies may include performing an independent security assessment of the district's network infrastructure and selected web applications.

4.~~3~~ Discourage vandalism and graffiti

   These strategies may include plans to immediately cover graffiti and implement ~~as well as~~ campus beautification. ~~projects and shall also include students and the community in these projects.~~

5.~~4~~ Control access to keys and other school inventory

6.~~5~~ Detect and intervene with school crime

   These strategies may include ~~the~~ creating ~~creation of~~ a school watch program, increasing adult presence and supervision, establishing an anonymous crime reporting system, monitoring suspicious and/or threatening digital media content, analyzing ~~analysis of~~ school crime incidents, and collaboration with local law enforcement agencies, including providing for law enforcement presence.

7. Additionally, all staff shall be made aware of their responsibilities regarding the immediate reporting of potential homicidal acts to law enforcement, and receive training in the assessment and reporting of such threats

All staff shall receive training in building and grounds security procedures.

Locks

All state-funded new construction and modernization projects shall include locks that allow doors to classrooms and any room with an occupancy of five or more persons to be locked from the inside. Additionally, when the district undertakes an addition, alteration, reconstruction, rehabilitation, or retrofit of a school building, the district shall install interior locks on each door of any room with an occupancy of five or more persons. Such doors shall be capable of being unlocked from the outside with a key or other approved means. Student restrooms and doors that lock from the outside at all times are not required to have locks that can be locked from the inside. (Education Code 17075.50, 17583, 17586; 24 CCR 1010.2, 1010.2.8, 1010.2.8.2)

Keys

The principal or designee ~~All keys used in a school~~ shall be responsible ~~the responsibility of the principal or designee~~ for all keys used in a school. Keys shall be issued only to authorized ~~those~~ employees who regularly need a key in order to carry out job responsibilities. ~~normal activities of their position.~~

The principal or designee shall create a key control system with a record of each key assigned and room(s) or building(s) which the key opens.

Keys ~~shall be used only by authorized employees and~~ shall never be loaned to students, parents/guardians, or volunteers, nor shall t~~T~~he master key ever ~~shall not~~ be loaned.

Any ~~The~~ person issued a key shall be responsible for its safekeeping. The duplication of school keys is prohibited. If a key is lost, the person responsible shall immediately report the loss to the principal or designee and shall pay for a replacement key.

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
24 CCR 1010.2	Door operations
24 CCR 1010.2.8	Locking arrangements in educational occupancies
24 CCR 1010.2.8.2	Lockable doors from the inside
CA Constitution Article 1, Section 28	Right to Safe Schools
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act
Ed. Code 17583	Classroom security locks; modernization projects
Ed. Code 17586	Interior door locks
Ed. Code 32020	School gates; entrances for emergency vehicles
Ed. Code 32211	Threatened disruption or interference with classes
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35160	Authority of governing boards
Ed. Code 35160.1	Broad authority of school districts

Ed. Code 35266	Reporting of cyber attacks
Ed. Code 38000-38005	Security departments
Ed. Code 49050-49051	Searches by school employees
Ed. Code 49060-49079	Student records
Ed. Code 49390-49395	Homicide threats
Gov. Code 11549.3	Independent security assessment
Gov. Code 54957	Closed session board meetings
Gov. Code 8586.5	California Cybersecurity Integration Center
Pen. Code 469	Unauthorized making, duplicating or possession of key to public building
Pen. Code 626-626.11	Weapons on school grounds and other school crimes

Federal	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
34 CFR 99.3	Definition of education records
6 USC 665k	Federal Clearinghouse on School Safety Evidence-Based Practices

Management Resources	**Description**
Attorney General Opinion	75 Ops.Cal.Atty.Gen. 155 (1992)
Attorney General Opinion	83 Ops.Cal.Atty.Gen. 257 (2000)
California Department of Education Publication	Safe Schools: A Planning Guide for Action Workbook, 2002
Court Decision	Brannum v. Overton County School Board (2008) 516 F. 3d 489
Court Decision	New Jersey v. T.L.O. (1985) 469 U.S. 325
Federal Communications Commission	Schools and libraries cybersecurity pilot program
National Institute of Justice Publication	The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, 1999
State Ed. Tech. Directors Assoc. Pub.	Small Districts, Big Hurdles: Cybersecurity Support for Small, Rural, and Under-resourced School Districts, October 2023
U.S. Department of Homeland Security	Behavioral Threat Assessment and Management in Practice
US DOE Publication	FAQs on Photos and Videos under FERPA
Website	Cybersecurity and Infrastructure Security Agency
Website	California Cybersecurity Integration Center
Website	Schoolsafety.gov
Website	California Military Department

Website	U.S. Department of Homeland Security, Fusion Centers
Website	California State Threat Assessment System
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Protecting Student Privacy
Website	National Institute of Justice
Website	National School Safety Center
Website	California Department of Education, Safe Schools
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1113	District And School Websites
1113	District And School Websites
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1330.1	Joint Use Agreements
3000	Concepts And Roles
3440	Inventories
3515.2	Disruptions
3515.2	Disruptions
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3515.5	Sex Offender Notification
3515.7	Firearms On School Grounds
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.2	Bomb Threats
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4119.1	Civil And Legal Rights
4131	Staff Development

4158	Employee Security
4158	Employee Security
4219.1	Civil And Legal Rights
4231	Staff Development
4258	Employee Security
4258	Employee Security
4319.1	Civil And Legal Rights
4358	Employee Security
4358	Employee Security
5112.5	Open/Closed Campus
5116.2	Involuntary Student Transfers
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E PDF(1)	Release Of Directory Information
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.2	Bullying
5131.2	Bullying
5131.5	Vandalism And Graffiti
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5142	Safety
5142	Safety
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process

5145.12	Search And Seizure
5145.12	Search And Seizure
5145.9	Hate-Motivated Behavior
6142.4	Service Learning/Community Service Classes
6164.2	Guidance/Counseling Services
6164.2	Guidance/Counseling Services
7111	Evaluating Existing Buildings

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll **Date of Meeting:** December 17, 2025

Agenda Section: Section F: Board Policies, First Reading

First Reading: New BP/AR 4161/4261/4361: Leaves (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 and Administrative Regulation 4161/4261/4361: Leaves. This comprehensive update ensures that the District's governance framework remains current, legally compliant, and aligned with best practices.

The new policy and regulation establish clear parameters for employee leaves of absence for certificated, classified, and management staff. They consolidate various leave provisions and align District practices with updated Education Code, Labor Code, Government Code, and federal requirements.

Key Highlights of the Policy and Regulation:

- Incorporation of New Statutory Language: Recent changes in state and federal law have been integrated into the policy and regulation. For ease of review, new language is indicated in red underline.
- Comprehensive Leave Provisions: The policy covers a full range of paid and unpaid leaves, including personal illness or injury, family care, military service, personal necessity, maternity and parental leave, bereavement, sabbatical, and compulsory leave; ensuring equitable and consistent application for all employee groups.
- Alignment with Multiple Employee Classifications: The policy applies to certificated (4161), classified (4261), and administrative/supervisory (4361) personnel, providing clear and consistent guidance across all employee groups.
- Regulatory Clarification: The accompanying administrative regulation details procedures such as failure to return to service after leave for certificated employees and the use of leaves by classified employees, ensuring due process and operational clarity.
- 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 receive the new Board Policy and Regulation, BP/AR 4161/4261/4361: Leaves, for First Reading, as presented.

ADDITIONAL MATERIALS:

Attached: OSD AR 4161_ 4261_4361_Leaves (4 pages)
OSD BP 4161_ 4261_4361_Leaves (5 pages)

Regulation 4161/4261/4361: Leaves

Status: NEW

Original Adopted Date: January 2026 | Last Revised Date: January 2026 | Last Reviewed Date: January 2026

Failure to Return to Service After Leave

The district may terminate the employment of a certificated employee who was on leave of absence for 20 or more consecutive working days after April 30 of the previous school year if all of the following circumstances exist: (Education Code 44842)

1. The employee fails to report for duty, without good cause, at the beginning of the school year after having notified the Governing Board of the intention to remain in service with the district in accordance with Education Code 44842
2. The district had specifically notified the employee, at least five days in advance, of the time and place at which the employee was to report to work
3. The employee continues to be absent from work for 20 consecutive working days, beginning from the date the employee was to report to work.
4. The employee did not request or was not granted a leave of absence authorized by the Board

Use of Leaves by Classified Employees

A classified employee may interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, as long as the employee provides adequate notice and relevant supporting information regarding the basis for such interruption or termination. (Education Code 45200)

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
Ed. Code 22850-22856	Pension benefits; STRS members on military leave
Ed. Code 44018	Compensation for employees on active military duty
Ed. Code 44036-44037	Leaves of absence for judicial and official appearances
Ed. Code 44043.5	Catastrophic leave
Ed. Code 44800	Effect of active military service on status of employees
Ed. Code 44842	Reemployment notices; certificated employees

Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44962-44988	Leave of absence; certificated
Ed. Code 45059	Employee ordered to active military/naval duty; computation of salary
Ed. Code 45190-45210	Leaves of absence; classified
Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
Gov. Code 12945.1-12945.21	California Family Rights Act
Gov. Code 12945.7	Bereavement leave
Gov. Code 20990-21013	Pension benefits; PERS members on military leave
Gov. Code 3543.1	Rights of employee organizations
Gov. Code 3543.2	Scope of representation
Lab. Code 230-230.2	Leaves for victims of domestic violence, sexual assault or specified felonies
Lab. Code 230.3	Leave for emergency personnel
Lab. Code 230.4	Leave for volunteer firefighters
Lab. Code 230.8	Time off to visit child's school
Lab. Code 233	Leave to attend to family illness
M&V Code 395-395.9	Military leave
M&V Code 395.10	Leave when spouse on leave from military deployment

Federal	**Description**
29 USC 2601-2654	Family Care and Medical Leave Act
38 USC 4301-4334	Uniformed Services Employment and Reemployment Rights Act of 1994

Management Resources	**Description**
Website	CSBA District and County Office of Education Legal Services

Cross References

Code	**Description**
2121	Superintendent's Contract
4112.1	Contracts

4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4131	Staff Development
4141	Collective Bargaining Agreement
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4159	Employee Assistance Programs
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.2	Personal Leaves
4161.3	Professional Leaves
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4161.9	Catastrophic Leave Program
4161.9	Catastrophic Leave Program
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4231	Staff Development
4241	Collective Bargaining Agreement
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4259	Employee Assistance Programs
4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4261.2	Personal Leaves
4261.3	Professional Leaves

4261.5	Military Leave
4261.8	Family Care And Medical Leave
4261.9	Catastrophic Leave Program
4261.9	Catastrophic Leave Program
4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4312.1	Contracts
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4331	Staff Development
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4359	Employee Assistance Programs
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
4361.9	Catastrophic Leave Program
4361.9	Catastrophic Leave Program

Policy 4161/4261/4361: Leaves

Status: NEW

Original Adopted Date: 01/2026 | Last Revised Date: 01/2026 | Last Reviewed Date: 01/2026

The Governing Board shall provide for paid and unpaid leaves of absence for employees in accordance with law, Board policy, administrative regulation, collective bargaining agreements, and merit system rules, as applicable.

Employees have the right to take leaves as authorized by law and/or collective bargaining agreements, including, but not limited to:

1. Personal illness or injury
2. Industrial accident or illness
3. Family care and medical leave
4. Military service
5. Personal necessity and personal emergencies
6. Disability leave for certificated employees in accordance with Education Code 44986
7. Vacations for classified staff and certificated management staff, as applicable
8. Sabbaticals for purposes of study or training related to the employee's job duties
9. Attendance at work-related meetings and staff development opportunities
10. Compulsory leave
11. Maternity, parental leave, and reproductive loss leave for both certificated and classified staff, as applicable under state law
12. Bereavement

Long-Term Leaves

With Board approval, an employee may receive a leave of absence, without pay and without accruing seniority or service credit, for a period of up to one school year. Applications for long-term leave shall be made in writing and shall state the purpose for which leave is requested. All long-term leave agreements shall be in writing and shall state the terms and conditions of the leave, including the conditions governing the employee's return.

At the end of a long-term leave, the employee shall be reinstated to a similar position as that employee held at the time leave was granted, unless otherwise agreed upon.

The Board shall consider any written request by an employee to return to work prior to the expiration date of the leave.

Administrative and Supervisory Personnel

Certificated administrative and supervisory employees who are not subject to the district's bargaining agreement for certificated employees shall generally be entitled to those leave provisions provided in the bargaining agreement for other certificated employees unless otherwise specified in individual contract, memorandums of understanding, Board policy, administrative regulation, or law.

Classified administrative and supervisory employees who are not subject to the district's bargaining agreement for classified employees shall generally be entitled to those leave provisions provided in the bargaining agreement for other classified employees unless otherwise specified in individual contract, memoranda of understanding, Board policy, administrative regulation, or law.

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
Ed. Code 22850-22856	Pension benefits; STRS members on military leave
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Ed. Code 44043.5	Catastrophic leave
Ed. Code 44800	Effect of active military service on status of employees
Ed. Code 44842	Reemployment notices; certificated employees
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44962-44988	Leave of absence; certificated
Ed. Code 45059	Employee ordered to active military/naval duty; computation of salary
Ed. Code 45190-45210	Leaves of absence; classified
Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
Gov. Code 12945.1-12945.21	California Family Rights Act
Gov. Code 12945.7	Bereavement leave

Gov. Code 20990-21013	Pension benefits; PERS members on military leave
Gov. Code 3543.1	Rights of employee organizations
Gov. Code 3543.2	Scope of representation
Lab. Code 230-230.2	Leaves for victims of domestic violence, sexual assault or specified felonies
Lab. Code 230.3	Leave for emergency personnel
Lab. Code 230.4	Leave for volunteer firefighters
Lab. Code 230.8	Time off to visit child's school
Lab. Code 233	Leave to attend to family illness
M&V Code 395-395.9	Military leave
M&V Code 395.10	Leave when spouse on leave from military deployment

Federal	**Description**
29 USC 2601-2654	Family Care and Medical Leave Act
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4118	Dismissal/Suspension/Disciplinary Action
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4159	Employee Assistance Programs

4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.2	Personal Leaves
4161.3	Professional Leaves
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4161.9	Catastrophic Leave Program
4161.9	Catastrophic Leave Program
4212.42	Drug And Alcohol Testing For School Bus Drivers
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4259	Employee Assistance Programs
4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4261.2	Personal Leaves
4261.3	Professional Leaves
4261.5	Military Leave
4261.8	Family Care And Medical Leave
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4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4359	Employee Assistance Programs
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
4361.9	Catastrophic Leave Program
4361.9	Catastrophic Leave Program

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll **Date of Meeting:** December 17, 2025

Agenda Section: Section F: Board Policies, First Reading

First Reading: Revisions to AR 4161.1/4361.1 and AR 4261.1: Personal Illness/Injury Leave (Carroll)

In response to recent legislative changes and guidance from the California School Boards Association (CSBA), staff recommends review of regulations, AR 4161.1/4361.1 and AR 4261.1: Personal Illness/Injury Leave.

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.
- The 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 regulations, AR 4161.1/4361.1 and AR 4261.1: Personal Illness/Injury Leave for first reading, as presented.

ADDITIONAL MATERIALS:

Attached: AR 4161.1_4361.1 Personal Illness_Injury Leaves (10 pages)
AR 4261.1_ Personal Illness_Injury Leave classified (9 pages)

Regulation 4161.1/4361.1: Personal Illness/Injury Leave

Status: ADOPTED

Original Adopted Date: 08/24/2016 **| Last Revised Date: January 2026 | Last Reviewed Date: January 2026**

The following administrative regulation applies to certificated employees, including certificated management. For classified employees, including classified management, see Administrative Regulation 4261.1 - Personal Illness/Injury Leave.

Certificated employees employed five school days ~~a~~per week are entitled to 10 ~~days'~~days leave of absence with full pay for personal illness or injury (sick leave~~),~~) per school year of service. Employees who work less than five school days per week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time ~~employee~~employees who ~~is~~are entitled to less than three days of paid sick leave per year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if ~~he/she is~~they are eligible. (Education Code 44978; Labor Code 245-249)

Use of Sick Leave

A certificated employee may use sick leave for absences as authorized by law and/or collective bargaining agreement, including, but not limited to:

~~**Use of Sick Leave**~~

~~Certificated employees may use sick leave for absences due to:~~

1. Accident or illness, whether or not the absence arises out of ~~or~~and in the course of employment; quarantine which results from contact in the course of employment with other persons having a contagious disease ~~during the employee's performance of his/her duties~~; or temporary inability to perform assigned duties because of illness, accident, or quarantine (Education Code 44964)

2. Pregnancy, miscarriage, childbirth, and related recovery, as well as reproductive loss (Education Code 44965, 44978~~)~~; Government Code 12945.6)

3. Personal necessity (Education Code 44981)

4. Medical and dental appointments, in increments of not less than one hour

5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 44984)

~~1. In any calendar year, an employee may use the amount of sick leave he/she would accrue during six months at his/her current rate of entitlement for the following: (Labor Code 233, 246.5)~~

6. Need of the employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 44977.5; Government Code 12945.2; 29 USC 2612; 29 CFR 825.112)

~~6.~~7. Need of the employee or ~~his/her~~employee's family member, including a designated person, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Government Code 12945.2; Labor Code 233, 246.5)

~~7.~~8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and~~/or~~ 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 (Labor Code 233, 246.5)

9. Bereavement leave, as specified in Administrative Regulation 4161.2/4261.2/4361.2 - Personal Leaves (Education Code 44985; Government Code 12945.7)

For the purposes specified in Items #7-8, an employee may use, in any calendar year, the amount of sick leave that would be accrued during six months at the employee's then current rate of entitlement. (Labor Code 233)

An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. (Education Code 44978)

~~An employee shall reimburse the district for any unearned sick leave used as of the date of his/her termination.~~

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)

An employee shall reimburse the district for any unearned sick leave used as of the date of termination, in accordance with Education Code 44042.5.

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.

The district shall not require new employees to waive leave accumulated in a previous district. (Education Code 44979, 44980)

The Superintendent or designee shall notify any certificated employee who leaves the district after at least one school year of employment that if the employee accepts a certificated position in another district, county office of education, or community college district within one year, ~~he/she may request that the district transfer his/her accumulated sick leave to the new employer. (Education Code 44979, 44980)~~

~~**Notification of Absence**~~

~~An employee shall notify the district of his/her~~the employee may request that the district transfer any accumulated sick leave to the new employer. (Education Code 44979, 44980)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a certificated employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 10 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or more by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time worked. (Education Code 44978.2)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of the disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives the disability rating decision, the employee shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 10-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 44978.2)

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 44978.2)

Notification of Absence

An employee shall notify the Superintendent or designee of the need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which ~~he/she~~the employee intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

During each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or ~~injury~~accident, continues to be absent ~~from his/her duties~~ for an additional period of up to five school months, the ~~employee~~district shall ~~receive his/her~~deduct from the employee's regular salary ~~minus~~for that period the actual cost of a substitute to fill the position. If the district has made every reasonable effort to secure the services of a substitute and has been unable to do so, the amount that would have been paid to a substitute shall be deducted from the employee's salary. (Education Code 44977)

An employee shall not be provided more than one five-month period per illness or ~~injury~~accident. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

~~In addition, during each school year, any~~

Absence Beyond Five-Month Period/Reemployment List

If a certificated employee is not medically able to ~~resume his/her duties~~return to work after the five-month period provided pursuant to Education Code 44977, the employee shall be placed either in another position or on a reemployment list. Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If during this time the employee becomes medically able, ~~he/she shall be returned to employment in a position for which he/she is credentialed and qualified. (Education Code 44978.1)~~

~~**Verification Requirements**~~

the employee shall be returned to employment in a position for which the employee is credentialed and qualified. (Education Code 44978.1)

Parental Leave

During each school year, a certificated employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period of up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 44977.5)

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 44977.5)

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay of at least 50 percent of the employee's regular salary for the remainder of the 12 work weeks. (Education Code 44977.5)

Parental leave taken pursuant to Education Code 44977.5 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 44977.5; Government Code 12945.2, 12945.6)

Verification Requirements

After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed district absence form to ~~his/her~~the employee's immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the ~~medical condition of the employee. The report shall include a statement as to the~~ employee's need for further leave of

absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny further leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information. Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and ~~shall~~ not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from ~~his/her~~a physician stating that ~~he/she~~the employee is able to return to duty and stipulating any necessary restrictions or limitations.

Healthy Workplaces, Healthy Families Act Requirements

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.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:

    a. That an employee is entitled to accrue, request, and use paid sick days

    b. The ~~amount~~number of sick days provided by Labor Code 245-249

    c. The terms of use of paid sick days

    d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against ~~him/her~~ the employee

2. Provide at least ~~24~~40 hours or ~~three~~five days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request

3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

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 5601	Transfer of accumulated sick leave
Ed. Code 44042.5	Wage overpayment
Ed. Code 44964	Power to grant leaves of absence for accident, illness, or quarantine
Ed. Code 44965	Granting of leaves of absence for pregnancy and childbirth
Ed. Code 44976	Transfer of leave rights when school is transferred to another district
Ed. Code 44977	Salary schedule for substitute employees
Ed. Code 44977.5	Differential pay during parental leave up to 12 weeks after sick leave is exhausted
Ed. Code 44978	Sick leave; certificated employees
Ed. Code 44978.1	Inability to return to duty; placement in another position or on reemployment list
Ed. Code 44978.2	Leave for military service-connected disability
Ed. Code 44979	Transfer of accumulated sick leave to another district
Ed. Code 44980	Transfer of accumulated sick leave to a county office of education
Ed. Code 44981	Leave of absence for personal necessity
Ed. Code 44983	Compensation during leave; certificated employees
Ed. Code 44984	Required rules for industrial accident and illness leave
Ed. Code 44985	Leave of absence due to death in immediate family; certificated
Ed. Code 44986	Leave of absence; state disability benefits
Ed. Code 45194	Bereavement leave of absence; classified
Gov. Code 12945.1-12945.21	California Family Rights Act
Gov. Code 12945.6	Reproductive loss leave
Gov. Code 12945.7	Bereavement leave
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

Federal	**Description**
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
29 CFR 1635.1-1635.12	Genetic Information Nondiscrimination Act of 2008
29 CFR 825.100-825.702	Family and Medical Leave Act of 1993
29 USC 2601-2654	Family Care and Medical Leave Act
34 CFR 106.1-106.82	Discrimination on the basis of sex; effectuating Title IX
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008

Management Resources	**Description**
Court Decision	Veguez v. Governing Board of Long Beach Unified School District (2005) 127 Cal.App.4th 406
Website	CSBA District and County Office of Education Legal Services

Cross References

Code	**Description**
2121	Superintendent's Contract
4032	Reasonable Accommodation
4112.2	Certification
4112.2	Certification
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.9	Employee Notifications
4112.9	Employee Notifications
4113.4	Temporary Modified/Light-Duty Assignment

4113.5	Working Remotely
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.11	Preretirement Part-Time Employment
4119.41	Employees With Infectious Disease
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157.1	Work-Related Injuries
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4161.11	Industrial Accident/Illness Leave
4161.2	Personal Leaves
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4161.9	Catastrophic Leave Program
4161.9	Catastrophic Leave Program
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.9	Employee Notifications
4212.9	Employee Notifications
4213.4	Temporary Modified/Light-Duty Assignment
4213.5	Working Remotely
4219.41	Employees With Infectious Disease
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage

4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257.1	Work-Related Injuries
4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4261.11	Industrial Accident/Illness Leave
4261.2	Personal Leaves
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4261.9	Catastrophic Leave Program
4261.9	Catastrophic Leave Program
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.9	Employee Notifications
4312.9	Employee Notifications
4313.4	Temporary Modified/Light-Duty Assignment
4313.5	Working Remotely
4317.11	Preretirement Part-Time Employment
4319.41	Employees With Infectious Disease
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357.1	Work-Related Injuries
4359	Employee Assistance Programs
4361	Leaves
4361	Leaves
4361.11	Industrial Accident/Illness Leave
4361.2	Personal Leaves
4361.5	Military Leave
4361.8	Family Care And Medical Leave

4361.9 Catastrophic Leave Program

4361.9 Catastrophic Leave Program

Regulation 4261.1: Personal Illness/Injury Leave

Status: ADOPTED

Original Adopted Date: 03/01/2017 | **Last Revised Date:** 06/01/2024 | **Last Reviewed Date:** 06/01/2024

The following administrative regulation applies to classified employees, including classified management. For certificated employees, including certificated management, see Administrative Regulation 4161.1/4361.1 - Personal Illness/Injury Leave.

Classified employees employed five days a week are entitled to 12 days leave of absence with full pay ~~per fiscal year~~ for personal illness or injury (sick leave~~).~~) per fiscal year. Employees who work less than a full fiscal year or fewer than five days a week (part-time employees) shall be granted sick leave in proportion to the time they work. However, ~~any~~ part-time ~~employee whose work hours~~employees who are ~~so few as to entitle him/her~~entitled to less than 24 hours of paid sick leave per fiscal year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if ~~he/she is~~they are eligible. (Education Code 45191; Labor Code 245-249)

Use of Sick Leave

A classified employee may use sick leave for absences ~~due to~~ as authorized by law and/or collective bargaining agreement, including, but not limited to:

1. Accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact in the course of employment with other persons having a contagious disease ~~during the employee's performance of his/her duties~~ (Education Code 45199)

2. Pregnancy, miscarriage, childbirth, and related recovery, as well as reproductive loss (Education Code 45193~~);~~ Government Code 12945.6)

3. Personal necessity ~~as specified in~~ (Education Code 45207)

4. Medical ~~or~~and dental appointments, in increments of not less than one hour

5. Industrial accident or illness when leave granted specifically for that purpose has been exhausted (Education Code 45192)

~~1. Illness of the employee's child, parent, spouse, domestic partner, or domestic partner's child for up to the amount of leave that would be accrued during six months for personal illness or injury (Labor Code 233)~~

6. Need of an employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 45196.1; Government Code

12945.2; 29 USC 2612; 29 CFR 825.112)

6.7. Need of the employee or his/her the employee's family member, including a designated person, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care ((Government Code 12945.2; Labor Code 233, 246.5)

7.8. Need of the employee to seek or 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/herthe employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

9. Bereavement leave, as specified in Administrative Regulation 4161.2/4261.2/4361.2 - Personal Leaves (Education Code 45194; Government Code 12945.7)

For the purposes specified in Items #7-8, an employee may use, in any calendar year, the amount of sick leave that would be accrued during six months at the employee's then current rate of entitlement. (Labor Code 233)

An employee may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued. However, a new full-time classified employee shall not be entitled to more than six days of sick leave, or the proportionate amount to which the employee may be entitled, until he/shethe first day of the month after the employee has completed six months of active service with the district. (Education Code 45191)

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 45191)

An employee shall reimburse the district for any unearned sick leave used as of the date of his/her termination., in accordance with Education Code 44042.5.

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.

The district shall not require newly employed classified employees to waive leave accumulated in a previous district. However, if the employee's previous employment was terminated for cause, the transfer of the accumulated leave shall be made only if approved by the Governing Board of Trustees. . (Education Code 45202)

The Superintendent or designee shall notify any classified employee whose employment with the district is terminated after at least one calendar year for reasons other than for cause that, if he/shethe employee accepts employment in another district, county office of education, or community college district within one year of the termination of employment, he/she shall be entitled to request that the district transfer his/her accumulated sick leave to his/her new employer. (Education Code 45202)

Notification of Absence

An employee shall notify the Superintendent or the designated manager or supervisor of his/herthe employee may request that the district transfer any accumulated sick leave to the new employer. (Education Code 45202)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a classified employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 12 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or higher by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time worked. (Education Code 45191.5)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of the disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives the disability rating decision, the employee shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 12-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 45191.5)

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 45191.5)

Notification of Absence

An employee shall notify the Superintendent or the designated manager or supervisor of the need to be absent as soon as such need is known so that the services of a substitute may be secured as necessary. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day ~~proceeding~~preceding the day on which ~~he/she~~the employee intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

Each year, each regular classified employee shall be credited with no fewer than 100 working days of paid leave for personal illness or injury, including current year and accumulated days of leave. When the current year and accumulated days at full pay are exhausted, the remainder of the 100 days shall be compensated at 50 percent of the employee's regular salary. Any of the 100 days of leave not used during the year in which they are credited shall be forfeited and shall not accumulate from year to year. This paid leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled. (Education Code 45196)

Parental Leave

During each school year, a classified employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period of up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 45196.1)

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 45196.1)

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay of at least 50 percent of the employee's regular salary for the remainder of the 12 work weeks. (Education Code 45196.1)

Parental leave taken pursuant to Education Code 45196.1 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 45196.1; Government Code 12945.2, 12945.6)

Extension of Leave

A permanent employee who is absent because of a personal illness or injury and who has exhausted all available sick leave, vacation, compensatory overtime, and any other paid leave shall be so notified, in writing, and offered an opportunity to request additional leave. The Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. The total additional leave granted shall not exceed 18 months. (Education Code 45195)

If the employee is still unable to ~~resume his/her duties~~return to work after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes medically able ~~to resume,~~ the ~~duties of his/her position, he/she~~employee shall be offered reemployment in the first vacancy in the classification of ~~his/her~~the employee's previous assignment. During the 39 months, the employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to ~~his/her~~ seniority. (Education Code 45195)

Verification Requirements

After any absence due to illness or injury, the employee shall submit a completed and signed district absence form to ~~his/her~~ the employee's immediate supervisor.

The Superintendent or designee may~~, at any time,~~ require ~~additional written~~ verification ~~by the employee's physician or medical practitioner. Such verification shall be required~~ whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for additional leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny the request for additional leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information. Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate

from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from ~~his/her~~a physician stating that ~~he/she~~the employee is able to return to work and stipulating any ~~recommended~~necessary restrictions or limitations.

Short-Term and Substitute Employees

Except for a retired annuitant who is not reinstated to the retirement system, ~~any~~ short-term or substitute ~~employee~~employees who ~~works~~work for 30 or more days within a year of ~~his/her~~their 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~~ Short-term or substitute employees may begin to use accrued paid sick days on the 90th day of ~~his/her~~ their employment, after which they may use the sick days as they are accrued. (Labor Code 246)

A short-term 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

Healthy Workplaces, Healthy Families Act Requirements

No employee, including a short-term or substitute 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.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:

    a. That an employee is entitled to accrue, request, and use paid sick days

    b. The ~~amount~~number of sick days provided by Labor Code 245-249

c. The terms of use of paid sick days

d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against ~~him/her~~ the employee

2. Provide at least ~~24~~40 hours or ~~three~~five days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request

3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

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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 ~~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
Ed. Code 44042.5	Wage overpayment
Ed. Code 45103	Classified service in districts not incorporating the merit system
Ed. Code 45190	Resignation and leaves of absence
Ed. Code 45191	Personal illness and injury leave; classified employees
Ed. Code 45191.5	Leave for military service-connected disability
Ed. Code 45193	Leave of absence for pregnancy; use of sick leave under certain circumstance
Ed. Code 45195	Additional leave
Ed. Code 45196	Salary deductions during sick leave; classified employees
Ed. Code 45196.1	Differential pay during parental leave up to 12 weeks after sick leave is exhausted
Ed. Code 45202	Transfer of accumulated sick leave and other benefits
Gov. Code 12945.1-12945.21	California Family Rights Act
Gov. Code 12945.6	Reproductive loss leave
Gov. Code 12945.7	Bereavement leave

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 245-249	Healthy Workplaces, Healthy Families Act of 2014

Federal	**Description**
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
29 CFR 1635.1-1635.12	Genetic Information Nondiscrimination Act of 2008
29 CFR 825.100-825.702	Family and Medical Leave Act of 1993
29 USC 2601-2654	Family Care and Medical Leave Act
34 CFR 106.1-106.82	Discrimination on the basis of sex; effectuating Title IX
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008

Management Resources	**Description**
Court Decision	California School Employees Association v. Colton Joint Unified School District (2009) 170 Cal.App.4th 957
Court Decision	California School Employees Association v. Tustin Unified School District (2007) 148 Cal.App.4th 510
Website	CSBA District and County Office of Education Legal Services

Cross References

Code	**Description**
4032	Reasonable Accommodation
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.9	Employee Notifications
4112.9	Employee Notifications
4113.4	Temporary Modified/Light-Duty Assignment
4113.5	Working Remotely
4119.41	Employees With Infectious Disease

4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4161.11	Industrial Accident/Illness Leave
4161.2	Personal Leaves
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4161.9	Catastrophic Leave Program
4161.9	Catastrophic Leave Program
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.9	Employee Notifications
4212.9	Employee Notifications
4213.4	Temporary Modified/Light-Duty Assignment
4213.5	Working Remotely
4216	Probationary/Permanent Status
4217.3	Layoff/Rehire
4219.41	Employees With Infectious Disease
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4261.11	Industrial Accident/Illness Leave

4261.2	Personal Leaves
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4261.9	Catastrophic Leave Program
4261.9	Catastrophic Leave Program
4312.42	Drug And Alcohol Testing For School Bus Drivers
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4312.9	Employee Notifications
4313.4	Temporary Modified/Light-Duty Assignment
4313.5	Working Remotely
4319.41	Employees With Infectious Disease
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4359	Employee Assistance Programs
4361	Leaves
4361	Leaves
4361.11	Industrial Accident/Illness Leave
4361.2	Personal Leaves
4361.5	Military Leave
4361.8	Family Care And Medical Leave
4361.9	Catastrophic Leave Program
4361.9	Catastrophic Leave Program

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll **Date of Meeting:** December 17, 2025

Agenda Section: Section F: Board Policies, First Reading

First Reading: Revisions to AR 4161.2/4261.2/4361.2: Personal Leaves (Carroll)

In response to recent legislative changes and guidance from the California School Boards Association (CSBA), staff recommends adoption of regulations, AR 4161.2/4261.2/4361.2: Personal Leaves.

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.
- The 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 receive the revisions to regulations AR 4161.2/4261.2/4361.2: Personal Leaves for first reading, as presented.

ADDITIONAL MATERIALS:

Attached: REVISED Regulation 4161.2_4262.2_4362.2 Personal Leaves (11 pages)

Regulation 4161.2/4261.2/4361.2: Personal Leaves

Status: ADOPTED

Original Adopted Date: 11/01/2012 **| Last Revised Date: January 2026 | Last Reviewed Date: January 2026**

Personal leaves granted to district employees shall be used as permitted in law, this administrative regulation, other Governing Board-approved policy or district regulation, or applicable collective bargaining agreement~~.~~ , or as otherwise required by law.

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and any protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable instructions, including lesson plans as applicable, for a substitute employee.

Bereavement

Employees are entitled to a leave of up to ~~three days, or~~ five days ~~if out-of-state travel is required,~~ upon the death of any member of the employee's immediate family~~. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (~~, as defined in Education Code 44985~~, and 45194~~)~~

~~Members of the immediate~~.

"Immediate family ~~include: (Education Code 44985, 45194)~~

1. ~~The mother, father, grandmother, grandfather~~" means a parent, parent-in-law, grandparent, or grandchild of the employee or of the ~~employee's~~ spouse
2. ~~The employee's~~ of the employee, and the spouse, ~~son, son-in-law, daughter, daughter~~domestic partner, child, child-in-law, ~~brother~~sibling, or sibling-in-law of the employee, or ~~sister~~

~~Any~~any relative living in the ~~employee's~~ immediate household of the employee. (Education Code 44985, 45194; Government Code 12945.7)

No deduction shall be made from the employee's salary for any authorized paid bereavement leave as specified in the collective bargaining agreement or as otherwise established by this policy, nor shall such leave be deducted from any other leave to which the employee is entitled unless requested by the employee. (Education Code 44985, 45194; Government Code 12945.7)

At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided in the section "Personal Necessity" below. ~~(Education Code 44981, 45207)~~

~~**Personal Necessity**~~

~~Employees may use a maximum of seven days of their~~ (Education Code 44981, 45207)

Reproductive Loss

Upon request by any employee who has experienced a reproductive loss event, defined as the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction, the district shall grant the employee up to five days of reproductive loss leave, to be taken consecutively or non-consecutively. The employee shall take the leave within three months following the event. If the employee is on another type of leave at the time of the reproductive loss event, or chooses to take another type of leave immediately following a reproductive loss event, then the reproductive loss leave shall be completed within three months of the end date of the other leave. (Government Code 12945.6)

Reproductive loss leave will be unpaid unless the employee chooses to use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee. (Government Code 12945.6)

Any request or inquiry or information provided by an employee related to reproductive loss leave and/or a reproductive loss shall remain confidential, except to internal personnel or counsel as necessary or as required by law.

Personal Necessity

Employees may use a maximum of seven days of accrued personal illness/injury leave (sick leave) during each school year for reasons of personal necessity. (Education Code 44981, 45207)

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207; Government Code 12945.7)

2. An accident involving the employee or ~~his/her~~ the employee's property, or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)

3. Illness, preventive care, or other need of a member of the employee's family, as defined in Labor Code 245.5 (Education Code 44981; Government Code 12945.2; Labor Code 246.5)

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order (Education Code 45207)

5. Fire, flood, or other immediate danger to the home of the employee

6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, personal necessity leave shall not be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether ~~or not~~ a request reflects personal necessity.

Advance permission shall not be required of an employee in any case involving the death of a

member of the employee's immediate family, an accident involving the employee's person or property or the person or property of a member of ~~his/her~~the employee's immediate family, or the illness, preventive care, or other need of a member of the employee's family. (Education Code 44981, 45207)

For any leave that is planned, or ~~where~~for which the need ~~for leave~~ is foreseeable, an employee shall notify the Superintendent or designee in advance. In all other circumstances, the employee shall notify the Superintendent or designee of the need for the leave as soon as practicable.

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to ~~his/her~~the employee's immediate supervisor.

Leave to Perform Legal Duties

An employee may take time off work in order to: (Labor Code 230)

~~**Legal Duties**~~

1. Serve on an inquest jury or trial jury
2. Comply with a subpoena or other court order to appear as a witness

Notices, summons, and subpoenas for court appearances shall be submitted to the district office when requesting leave.

A classified employee called for jury duty shall be granted leave with pay up to the amount of the difference between ~~his/her~~the employee's regular earnings and any amount received for jury fees. (Education Code 44037)

A certificated employee who is called for jury duty also shall be granted leave with pay up to the difference between ~~his/her~~the employee's regular earnings and any jury fees ~~he/she~~ received.

~~An~~ (Education Code 44036)

A certificated employee shall be granted leave with pay to appear in court as a witness other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such an employee shall receive the difference between ~~his/her~~the employee's regular earnings and any witness fees ~~he/she~~ received. (Education Code 44036)

Leaves for Crime Victims for Judicial Proceedings

An employee ~~may be absent from work in order to attend judicial proceedings related to a crime when he/she~~who is a victim~~,~~ of a crime or an immediate family member, registered domestic partner, or child of a registered domestic partner of ~~a~~such victim~~, of~~ may be absent from work in order to attend related judicial proceedings, if the crime is any of the following ~~crimes:~~ (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)

2. A serious felony as defined in Penal Code 1192.7(c)

3. A felony provision of law proscribing theft or embezzlement

For these purposes, the employee may use vacation, personal leave, personal illness/injury leave, unpaid leave, or compensatory time off that is otherwise available to the employee. (Labor Code 230.2)

Prior to taking time off, an employee shall give ~~his/her supervisor~~the Superintendent or designee a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The district shall keep confidential any records pertaining to the employee's absence from work by reason of this leave. (Labor Code 230.2)

Leaves for Victims of ~~Domestic Violence, Sexual Assault and Stalking~~

Crime or Abuse

An employee who is a victim of domestic violence, sexual assault, ~~or~~ stalking, or a crime that caused physical injury or mental injury with a threat of physical injury or an employee whose immediate family member, as defined ~~by law~~, is deceased as the direct result of a crime may use vacation, sick leave, personal leave, or compensatory time off that is otherwise available to ~~him/her under~~ the ~~terms of his/her employment~~employee to attend to the following activities: (Labor Code 230, 230.1, 246.5)

1. Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or ~~his/her~~the employee's child

2. Seek medical attention for injuries caused by ~~domestic violence, sexual assault,~~crime or ~~stalking~~abuse

3. Obtain services from a domestic violence shelter, program, ~~or~~ rape crisis center, or victim services organization or agency as a result of ~~domestic violence, sexual assault, or stalking~~the crime or abuse

4. Obtain psychological counseling or mental health services related to an experience of ~~domestic violence, sexual assault, or stalking~~crime or abuse

5. Participate in safety planning and take other actions to increase safety from future ~~domestic violence, sexual assault, or stalking~~crime or abuse, including temporary or permanent relocation

Prior to taking time off, an employee shall give reasonable notice to ~~his/her supervisor~~the Superintendent or designee, unless advance notice is not feasible. When an unscheduled absence

occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim ~~of domestic violence, sexual assault, or stalking~~

2. A court order protecting or separating the employee from the perpetrator of ~~an act of domestic violence, sexual assault, or stalking~~the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court

3. Documentation from a domestic violence or sexual assault counselor as defined in Evidence Code 1037.1 or 1035.2, licensed medical professional or health care provider, victim advocate, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from ~~an act of domestic violence, sexual assault, or stalking~~the crime or abuse

4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf certifying that the absence is for a purpose authorized under Labor Code 230 or 230.1

The district shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

The Superintendent or designee shall inform employees of the rights provided employees pursuant to Labor Code 230 and 230.1 using a form developed by the Labor Commissioner or a substantially similar form developed by the district. Such information shall be provided to new employees upon hire and to other employees upon request. (Labor Code 230.1)

Personal Leave for Child-Related Activities

Any employee who is a parent/guardian of one or more children of an age to attend any of grades K-12 or a program offered by a licensed child care provider may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to: (Labor Code 230.8)

1. Find, enroll, or reenroll ~~his/her~~a child in a school or with a licensed child care provider or to participate in activities of the school or child care provider, provided the employee gives reasonable advance notice of the absence. Time off for this purpose shall not exceed eight hours in any calendar month.

2. Address a school or child care emergency, provided the employee gives notice. An emergency exists when the child cannot remain in school or with a child care provider due to one of the following circumstances:

    a. A request by the school or child care provider that the child be picked up

    b. An attendance policy, excluding planned holidays, that prohibits the child from attending or requires that the child be picked up from the school or child care provider

    c. Behavioral or discipline problems

d. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays

e. A natural disaster, including, but not limited to, fire, earthquake, or flood

For purposes of this leave, parent/guardian includes a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to a child. (Labor Code 230.8)

In lieu of using vacation, personal leave, or compensatory time off, eligible employees may take unpaid leave for this purpose.

If two or more ~~parent/guardian~~parents/guardians of a child are employed at the same work site, this leave shall be allowed for the parent/guardian who first gives notice to the district. Simultaneous absence by another parent/guardian of the child may be granted by the Superintendent or designee. (Labor Code 230.8)

Upon request by the Superintendent or designee, the employee shall provide documentation from the school or licensed child care provider that ~~he/she~~the employee engaged in permitted child-related activities on a specific date and at a particular time. (Labor Code 230.8)

Service on Education Boards and Committees

Upon request, a certificated employee shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education board, commission, committee, or group authorized by Education Code 44987.3 provided that all of the following conditions are met: (Education Code 44987.3)

1. The service is performed within the state~~.~~
2. The board, commission, organization, or group informs the district in writing of the service~~.~~
3. The board, commission, organization, or group agrees, prior to the service, to reimburse the district, upon the district's written request, for compensation paid to the employee's substitute and for actual related administrative costs~~.~~

Employee Organization Activities

Upon request, any certificated or classified employee shall be granted a leave of absence without loss of compensation, to serve as an elected officer of a district employee organization or any statewide or national employee organization with which the employee organization is affiliated. Such leave shall be in addition to any other leave to which the employee may be entitled by other laws or a memorandum of understanding or collective bargaining agreement. (Education Code 44987, 45210)

The leave shall include, but is not limited to, absence for purposes of attending periodic, stated, special, or regular meetings of the body of the organization~~.~~ on which the employee serves as an officer. (Education Code 44987, 45210)

Upon request of an employee organization in the district or its state or national affiliate, a reasonable number of unelected classified employees shall be granted a leave of absence without loss of compensation for the purpose of attending important organizational activities authorized by the employee organization. The employee organization shall provide reasonable notification to the Superintendent or designee when requesting a leave of absence for employees for this purpose. (Education Code 45210)

When leave is granted for any of the above purposes, the employee organization shall reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. (Education Code 44987, 45210)

Religious Leave

The Superintendent or designee may grant an employee up to three days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional district expenditures, the neglect of assigned duties, or any other unreasonable hardship on the district.

The Superintendent or designee shall deduct the cost of hiring a substitute, when required, from the wages of the employee who takes religious leave.

No employee shall be discriminated against for using this leave or any additional days of unpaid leave granted for religious observances at the discretion of the Superintendent or designee.

Spouse on Leave from Military Deployment

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that ~~his/her~~the employee's spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

Within two business days of receiving official notice that ~~his/her~~the employee's spouse will be on leave from deployment, the employee shall provide the Superintendent or designee with notice of ~~his/her~~the intention to take the leave. The employee shall submit written documentation certifying that ~~his/her~~the employee's spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

Leave for Emergency Duty

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

Any employee who performs duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training. (Labor Code 230.4)

Civil Air Patrol Leave

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to ~~him/her~~the employee, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the district for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

The employee shall give the district as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to provide the required certification. (Labor Code 1503)

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 8	Religious discrimination
Ed. Code 44036-44037	Leaves of absence for judicial and official appearances
Ed. Code 44963	Power to grant leaves of absence; certificated
Ed. Code 44981	Leave of absence for personal necessity
Ed. Code 44985	Leave of absence due to death in immediate family; certificated
Ed. Code 44987	Service as officer of employee organization; certificated
Ed. Code 44987.3	Leave of absence to serve on certain boards, commissions, etc.
Ed. Code 45190	Resignation and leaves of absence
Ed. Code 45194	Bereavement leave of absence; classified
Ed. Code 45198	Effect of provisions authorizing leaves of absence
Ed. Code 45207	Personal necessity; classified
Ed. Code 45210	Service as officer of employee organization; classified
Ed. Code 45240-45320	Merit system
Evid. Code 1035.2	Sex assault counselor; definition
Evid. Code 1037.1	Domestic violence counselor; definition

Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
Gov. Code 12945.1-12945.21	California Family Rights Act
Gov. Code 12945.6	Reproductive loss leave
Gov. Code 12945.7	Bereavement leave
Gov. Code 3543.1	Rights of employee organizations
Lab. Code 1500-1507	Civil Air Patrol leave
Lab. Code 230-230.2	Leaves for victims of domestic violence, sexual assault or specified felonies
Lab. Code 230.3	Leave for emergency personnel
Lab. Code 230.4	Leave for volunteer firefighters
Lab. Code 230.8	Time off to visit child's school
Lab. Code 233	Leave to attend to family illness
Lab. Code 234	Absence control policy
Lab. Code 246.5	Paid sick days; purposes for use
M&V Code 395.10	Leave when spouse on leave from military deployment
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 667.5	Prior prison terms; enhancement of prison terms

Federal	**Description**
29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964

Management Resources	**Description**
Court Decision	Rankin v. Commission on Professional Competence (1988) 24 Cal.3d 167
Public Employment Relations Board Decision	Berkeley Council of Classified Employees v. Berkeley Unified School District (2008) PERB Decision No. 1954
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Industrial Relations
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association

Website	California Teachers Association

Cross References

Code	Description
2121	Superintendent's Contract
4112.9	Employee Notifications
4112.9	Employee Notifications
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4140	Bargaining Units
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4143	Negotiations/Consultation
4158	Employee Security
4158	Employee Security
4161	Leaves
4161	Leaves
4161.1	Personal Illness/Injury Leave
4161.8	Family Care And Medical Leave
4212.9	Employee Notifications
4212.9	Employee Notifications
4240	Bargaining Units
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4243	Negotiations/Consultation
4258	Employee Security
4258	Employee Security
4261	Leaves
4261	Leaves
4261.1	Personal Illness/Injury Leave

4261.8	Family Care And Medical Leave
4312.9	Employee Notifications
4312.9	Employee Notifications
4340	Bargaining Units
4358	Employee Security
4358	Employee Security
4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave
4361.8	Family Care And Medical Leave
5148	Child Care And Development
5148	Child Care And Development

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll **Date of Meeting:** December 17, 2025

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption – New BP/AR 4118: Dismissal/Suspension/Disciplinary Action and Revisions 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.

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 regulations, 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)

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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
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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

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1114	District-Sponsored Social Media
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1312.1	Complaints Concerning District Employees
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1312.3	Uniform Complaint Procedures
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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
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4127	Temporary Athletic Team Coaches
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4131.1	Teacher Support And Guidance

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5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment

5145.7	Sexual Harassment
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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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4000	Concepts And Roles
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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

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
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4219.12	Title IX Sexual Harassment Complaint Procedures
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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
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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:** December 17, 2025

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption: 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.

FISCAL IMPACT:
N/A

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve and adopt the new Board Policy BP 4119.24/4219.24/4319.24 – Maintaining Appropriate Adult–Student Interactions, as presented.

ADDITIONAL MATERIALS:

Attached: BP 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:** December 17, 2025

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption: 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.

FISCAL IMPACT:
N/A

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve and adopt the new Board Policy BP 4218.1: Dismissal/Suspension/Disciplinary Action (Merit System), 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. Anabolena DeGenna **Date of Meeting:** December 17, 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
Recognition of Teacher Activities with Non-Profits	01/2026
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
AI Information	TBD
Discussion re: Future Resolutions	TBD
Parent Grievance Process	TBD
Anti-Bullying Training for Students	TBD

FISCAL IMPACT:
N/A

RECOMMENDATION:
Information only.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** December 17, 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:** December 17, 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:** December 17, 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, December 12, 2025.

FISCAL IMPACT:
N/A

RECOMMENDATION:
N/A