# 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, January 14, 2026

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

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

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

**Section A: PRELIMINARY**

**A.1. Call to Order and Roll Call (5:00 PM)**
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**
Samantha Maranon, 5th grade student in Ms. Landeros's class at McKinna School, will lead the audience in the Pledge of Allegiance.

**A.3. District's Vision and Mission Statement**
The District's Mission and Vision Statement will be read in English by Sofia Rodriguez, 5th grade student in Mr. Flores's class at McKinna School, and in Spanish by Alanis Solorio, 5th grade in Mr. Flores's class at McKinna School.

**A.4. Presentation by McKinna School**
Erika Ragan, Principal, McKinna School, will provide a short presentation to the Board regarding McKinna. Tokens of appreciation will be presented to the students that participated in the Board Meeting.

**A.5. Adoption of Agenda (Superintendent)**
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

**A.6. 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.7. Recess (15 Minutes)**
There will be a brief recess for purposes of reorganization.

**A.8. 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.9. Update on Oxnard School District Integrated Pest Management Plan (Pifko/Bennett)**
The Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities will provide an update on the district's Integrated Pest Management Plan.

**A.10. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)**
Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so by completing a "Speaker Request Form" and submitting the form to the Assistant Superintendent of Educational Services. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker. The Board will now convene in closed session to consider the items listed under Closed Session.

**A.11. Closed Session**

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

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

3. Pursuant to Section 54957 of the Government Code the Board will consider

personnel matters, including:
- Public Employee(s) Discipline/Dismissal/Release

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

**A.13. Report Out of Closed Session**
The Board will report on any action taken in Closed Session or take action on any item considered in Closed Session, including expulsion of students.

**A.14. Discussion/Action on Options for Board Meetings for 2026 (DeGenna)**
It is the recommendation of the Superintendent that the Board of Trustees make a determination on whether to add Board meeting dates for 2026.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

**A.15. Board Discussion/Direction on Board Rotation (DeGenna)**
The Board of Trustees will hold a discussion regarding Board rotation.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

**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. Board members cannot respond to 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. Los miembros de la Mesa Directiva no pueden responder a los comentarios.

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

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

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

**C.1. Approval of the 2025-26 Quarterly Report on Williams Uniform Complaints – Second Quarter (Carroll)**
It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the 2025-26 Second Quarter Report on Williams Uniform Complaints, as presented.

**C.2. Establishment, Increase in Hours and Reduction in Hours of positions (Carroll/Fuentes)**
It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Classified Human Resources that the Board of Trustees approve the establishment, increase in hours, and reduction in hours of positions, as presented.

**C.3. Personnel Actions (Carroll/Fuentes)**
It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Classified Human Resources that the Board of Trustees approve the Personnel Actions, as presented.

**C.4. Acceptance of Gifts (DeGenna)**
It is the recommendation of the Superintendent that the Board of Trustees accept the donation from the Etchandy Farms, LLC, in the amount of $10,000.00, to be used to purchase supplies and materials that reinforce the learning environment at Ramona School.

**C.5. Purchase Order/Draft Payment Report No. 25-05 (Pifko/Reyes)**
It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing, that the Board of Trustees approve Purchase Order/Draft Payment Report No. 25-05, as submitted.

**C.6. 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.7. 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.8. 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.9. 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.

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

**C.10. 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.11. 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.12. 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 06, 2026 through March 30, 2028, in the amount of $249,274.00, to be paid out of Measure I Bond Funds.

**C.13. Approval of Agreement #25-190, RRM Design Group (Pifko/Bennett)**
It is the recommendation of the Director of Facilities and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #25-190 with RRM Design Group, to provide architectural, planning, and engineering services to the Facilities Department for future maintenance projects, as needed, at all Oxnard School District sites and locations, January 15, 2026 – June 30, 2027, in the amount not to exceed $200,000.00, to be paid out of Deferred Maintenance Funds.

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

**C.14. 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.15. 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.

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

**D.1. Approval of Agreement #25-182 – DeBruin Enterprises, LLC. (Fox/Shea)**
It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-182 with DeBruin Enterprises, LLC, to provide a two-part STEM initiative that includes a Monthly STEM Speaker Series (for 9 AVID schools) and the Waterworld Summer 2026 Program (for all summer school sites) whereby students will engage with NASA, NOAA, and other STEM and aquatic science professionals through classroom visits, interactive curriculum, hands-on experiments, teacher professional development, and a Mobile Water Museum experience, January 5, 2026 through August 30, 2026, in the amount not to exceed $580,000.00, to be paid out of Expanded Learning Opportunities Program Funds ($520,000.00) and Title 1 Funds ($60,000.00).

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

**D.2. Approval of Amendment #1 to Agreement #25-11 – Parker Anderson Enrichment (Fox/Shea)**
It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #25-11 with Parker Anderson Enrichment, to expand the existing agreement to include a comprehensive TK/Kinder enrichment program for the 2025–2026 school year at 12 sites, in the amount of $1,074,300.00, to be paid out of Expanded Learning Opportunities Program Funds.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

**D.3. Approval of 2025-2026 School Accountability Report Cards (SARCs) 20 schools (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 approve the School Accountability Report Cards (SARCs) for 2025-2026 for 20 schools, as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

**D.4. Rejection of Bid Protest, Award of Formal Bid #25-02 and Approval of Agreement #25-189 – District Office Enhancement Project - Perfection Painting Co. (Pifko/Bennett)**
It is the recommendation of the Assistant Superintendent of Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees reject the Bid Protest submitted by Modern Construction Management, Inc., Award Bid #25-02, District Office Enhancement Project and enter into Agreement #25-189 with Perfection Painting Corp., in the amount of $1,359.00.00 to be paid out of Deferred Maintenance Funds.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

**D.5. Approval and Adoption of the January 2026 Semi-Annual Implementation Program Update as an Adjustment to the Enhanced Master Construct Program (Pifko/Bennett/CFW)**
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in consultation with CFW, that the Board approve the January 2026 Semi-Annual Implementation Program Update as an Adjustment to the Enhanced Master Construct Program, as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

**D.6. Approval of Resolution #25-12 Authorizing the Issuance and Sale of 2026 General Obligation Bond Anticipation Notes in the Maximum Principal Amount of $36,000,000.00, and Approving Related Documents and Actions Including Forms of Preliminary Official Statement and Note Purchase Agreement (Pifko/CFW)**
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve Resolution #25-12 authorizing issuance of 2026 General Obligation Bond Anticipation Notes in the Principal

Amount of Not To Exceed $36,000,000.00, at no fiscal impact to the General Fund.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

**D.7. 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.8. 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.9. Acceptance of Oxnard School District Audit Report, June 30, 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 accept the Oxnard School District Audit Report as of June 30, 2025, as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

**D.10. Acceptance of Measure I General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 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 accept the Measure I General Obligation Bond Building Fund of Oxnard School District Audit Report as of June 30, 2025, as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

**D.11. Approval of Oxnard School District Governance Handbook (Robles-Solis/DeGenna)**
It is the recommendation of the Board President and the Superintendent that the Board of Trustees approve the Oxnard School District Governance Handbook, as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

**Section F: BOARD POLICIES**
(These are presented for discussion or study. Action may be taken at the discretion of the Board.)

**F.1. First Reading: Revisions to AR 4112.5 / 4212.5 / 4312.5 and New Exhibits – Criminal Record Check (Carroll)**
It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees receive the revisions to Administrative Regulations and new Exhibits AR/E 4112.5 / 4212.5 / 4312.5 – Criminal Record Check, as presented for First Reading. The revised policies will be brought back for Second Reading and Adoption at a future Board meeting.

**F.2. First Reading: Revisions to BP 4140 / BP 4240 and New BP 4340 – Bargaining Units (Carroll)**

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees receive the revisions to BP 4140 / BP 4240 and New BP 4340 – Bargaining Units, as presented for First Reading. The revised policies will be brought back for Second Reading and Adoption at a future Board meeting.

**F.3. First Reading: Revisions to BP/AR 4157/4257/4357 - Employee Safety (Carroll)**

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees receive the revisions to BP/AR 4157/4257/4357 - Employee Safety, as presented for First Reading. The revised policies will be brought back for Second Reading and Adoption at a future Board meeting.

**F.4. Second Reading and Adoption: 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 adopt the revisions to BP and AR 3515 Campus Security, as presented for Second Reading.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

**F.5. Second Reading and Adoption: New BP/AR 4161/4261/4361 - Leaves (Carroll)**

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees adopt the new Board Policy and Regulation, BP/AR 4161/4261/4361 - Leaves, as presented for Second Reading.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

**F.6. Second Reading and Adoption: 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 adopt the revisions to AR 4161.1/4361.1 and AR 4261.1 - Personal Illness/Injury Leave, as presented for Second Reading.

Board Discussion:
Moved:

Seconded:
Vote:

ROLL CALL VOTE:

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

**F.7. Second Reading and Adoption: 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 adopt the revisions to regulations AR 4161.2/4261.2/4361.2 - Personal Leaves, as presented for Second Reading.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Salas ___, Gonzales ___, Melanephy ___, Madrigal Lopez ___, 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 |
|---|---|
| Study Session on Ethnic Studies | 02/04/2026 |
| Recognition of Teacher Activities with Non-Profits | 02/18/2026 |
| Discussion of Talent Search Program | 03/2026 |
| 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. Superintendent's Report (3 minutes)**

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

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

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

**G.4. ADJOURNMENT**

**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, January 9, 2026.

# OSD BOARD AGENDA ITEM

**Name of Contributor:** Dr. Anabolena DeGenna **Date of Meeting:** January 14, 2026

**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:** January 14, 2026

**Agenda Section:** Section A: Preliminary

**Recess (15 minutes)**

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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:** January 14, 2026

**Agenda Section:** Section A: Preliminary

**New Board Assume Seats (Board President)**

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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:** Kristen Pifko **Date of Meeting:** January 14, 2026

**Agenda Section:** Section A: Report

**Update on Oxnard School District Integrated Pest Management Plan (Pifko/Bennett)**

The Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities will provide an update on the district's Integrated Pest Management Plan.

**FISCAL IMPACT:**
N/A

**RECOMMENDATION:**
None - information only.

**ADDITIONAL MATERIALS:**
**Attached:** Presentation (10 pages)



# Pest Management In Schools

January 14th, 2026

**Oxnard School District**

*Changing the world! In school and beyond.*


**Kristen Pifko – Asst. Superintendent, Business Services**
**Hamutahl Cohen – Univ. of California Cooperative Extension**
**Mr. Mark Bennett – Director of Facilities**
**Mr. Marcos Lopez – Sr. Manager, M&O**
**Mr. Sal Gutierrez – Interim Grounds Manager**

# Outline

**Univ. of California Cooperative Extension**

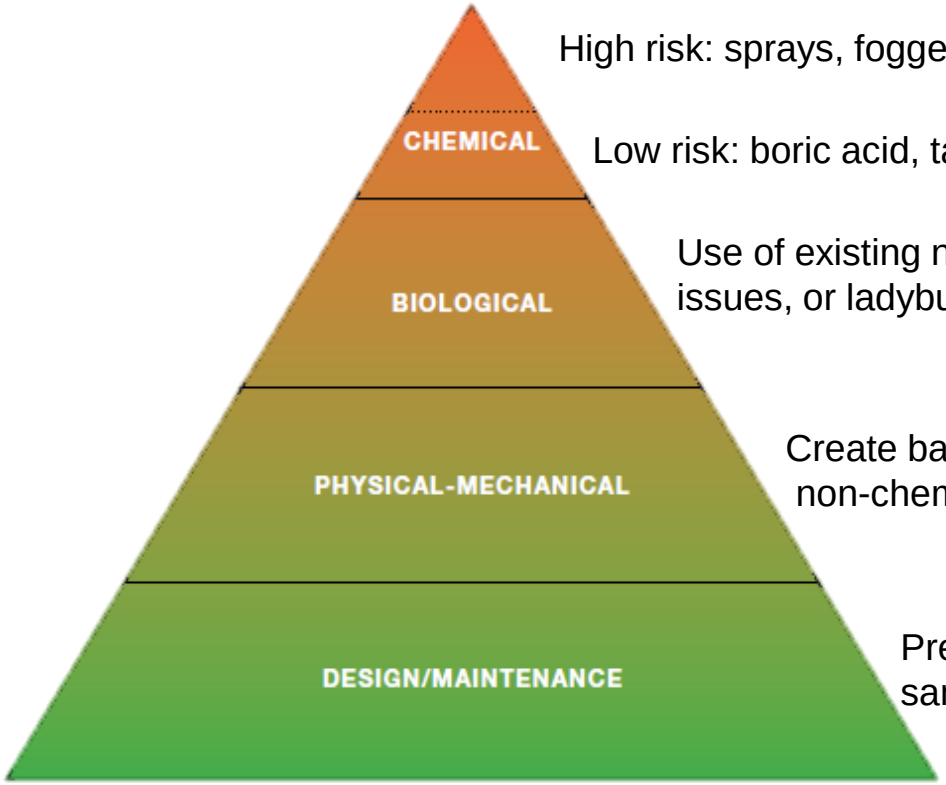
- What is Integrated Pest Management (IPM)
- IPM strategies
- Examples of school IPM plans
- Examples of pro-environmental practices

**Oxnard School District**

- Operational Staffing Comparison
  Chemical vs Non-Chemical
- Proposed Chemical List



# Integrated Pest Management




High risk: sprays, foggers, aerosols

Low risk: boric acid, tamper-proof baits, diatomaceous earth, oils

Use of existing natural enemies to reduce pests, like nematodes for fly issues, or ladybugs for plant pests

Create barriers, use glue traps, hand-remove pests, use non-chemical treatments like heat treatments

Prevent pests: seal entrances, eliminate food sources, sanitize & clean, remove trash, & monitor

# Traditional Control

- Spray building perimeter
- Cheap, fast, effective
- Fipronil (Termidor) works by “Transfer Effect” – only a few ants need to be exposed, it spreads through grooming and contact, and eliminates entire nest
- Negative impact to non-target organisms since has a long residual time, banned from November to March to protect aquatic organisms



# IPM Control

## Inside

- Gel bait in cracks and crevices
- Maxforce Quantum (imidacloprid)
- Dusts in wall voids (diatomaceous earth, boric acid, silica gel)
- Glue traps to monitor




Gel baits are placed into cracks and crevices and last for about 3 months

## Outside

- Keep vegetation and mulch >6 inches from structure
- Keep gutters clear of leaves
- Keep sap-sucking pests down in nearby vegetation



Some outdoor pests provide another source of ant food

# California Healthy Schools Act 2000

- School required to designate an IPM Coordinator
- Create an IPM plan with the least toxic pest control options
- Notify parents annually of products expected to be applied
- Provide interested parents with notification of individual pesticide applications before they occur
- Post signs at school in areas where pesticides are applied before and after application
- Maintain records and submit annual reports to DPR



# COMMON SENSE is part of the program

- Using the least toxic, lowest-risk product when possible
- Apply on weekends, let materials dry fully
- Consider how a child can discover, reach, or tamper with a bait station or gel bait
- Parent notifications, transparency



# Operational Impact on Grounds

Based on Core America study performed in 2025

| Program Type | Employees Required |
|---|---|
| Chemical | 18.5 |
| Organic | 20.6 |

# Proposed Chemical List

| Product Name | Active Ingredient(s) | Pest Controlled |
|---|---|---|
| Weed Slayer | Clove Oil | Weeds |
| Avian Migrate | Anthranilate | Geese |
| Termidor SC | Fipronil | Termites-Ants |
| Premise Foam | Imidaclopriid | Termites |
| Boracare | Disodium Octaborate Tetrahydrate | Termites |
| Cy-Kick | Cyfluthrin | Assorted Insects |
| Gentro IGR | Hydropene | Fleas |
| Fusilade II | Fluazifop-P-butyl | Grass Weeds |
| Fertilizer w/Trimec (Weed and Feed) | 2,4-dichlorophenoxyacetic acid | Broadleaf Grass Weeds |
| Delta Dust | Deltamethrin | Ants, Wasps, Cockroaches, & Misc. Insects (Per Label) |


Thank-you
very
very
very
MUCH!

# OSD BOARD AGENDA ITEM

**Name of Contributor:** Dr. Anabolena DeGenna **Date of Meeting:** January 14, 2026

**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:** January 14, 2026

**Agenda Section:** Section A: Preliminary

**Closed Session**

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

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

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

**FISCAL IMPACT:**
N/A

**RECOMMENDATION:**
N/A

# OSD BOARD AGENDA ITEM

**Name of Contributor:** Dr. Anabolena DeGenna **Date of Meeting:** January 14, 2026

**Agenda Section:** Section A: Preliminary

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

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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:** January 14, 2026

**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:** January 14, 2026

**Agenda Section:** Section A: Preliminary

**Discussion/Action on Options for Board Meetings for 2026 (DeGenna)**

At the December 17, 2025, Board meeting, the Board of Trustees approved the 2026 Regular Board Meeting Schedule contingent on a future discussion regarding the possibility of adding meetings to the calendar.

The approved meeting schedule includes all the regular scheduled meetings, with 2 regular meetings most months and 1 regular meeting in months with major holiday breaks. The regular meeting schedule does not include the special meetings that are also held during the year. On average there are 3 to 6 special meetings held to provide more time for governance meetings, evaluation sessions, study sessions, or to take action on time sensitive matters.

In 2025, there were 17 regular board meetings and 6 additional special meetings in Oxnard School District. A review of board meeting schedules for the 20 Ventura County school districts shows that 14 meet once per month, 5 meet twice per month, 1 alternates between 1 and 2 meetings per month, 13 do not meet in July, and 1 does not meet in April nor July.

If the Board determines that there is still a need for additional regular scheduled meetings, the dates highlighted in the draft attachment indicate those that could work.

**FISCAL IMPACT:**
The approximate operational cost for each additional Board meeting is $3,500.00, paid out of the General Fund.

**RECOMMENDATION:**
It is the recommendation of the Superintendent that the Board of Trustees make a determination on whether to add Board meeting dates for 2026.

**ADDITIONAL MATERIALS:**

**Attached:** 2026 Board - Approved Meeting Schedule (1 page)
Draft Options for 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<br>*(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

# 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 |
| March | 25 | Regular Board Meeting |
| 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 |
| November | 18 | Regular Board Meeting |
| December | 16 | Regular Board Meeting – Organizational Meeting of the Board<br>*(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: __

# 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:** January 14, 2026

**Agenda Section:** Section A: Preliminary

**Board Discussion/Direction on Board Rotation (DeGenna)**

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The Board of Trustees will discuss the process for organization of the Board.

**FISCAL IMPACT:**
N/A

**RECOMMENDATION:**
It is the recommendation of the Superintendent that the Board of Trustees discuss the process for organization of the Board, and make a determination on whether to make changes.

# OSD BOARD AGENDA ITEM

**Name of Contributor:** Dr. Anabolena DeGenna **Date of Meeting:** January 14, 2026

**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. Board members cannot respond to 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. Los miembros de la Mesa Directiva no pueden responder a los comentarios.

**FISCAL IMPACT:**
N/A

**RECOMMENDATION:**
N/A

# OSD BOARD AGENDA ITEM

**Name of Contributor:** Dr. Scott Carroll **Date of Meeting:** January 14, 2026

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

**Approval of the 2025-26 Quarterly Report on Williams Uniform Complaints – Second Quarter (Carroll)**

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

- Instructional Materials
- Teacher Vacancy or Misassignment
- Facilities Conditions

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

Summary of Complaints – Second Quarter (October 1 – December 31, 2025)

- No complaints were filed regarding instructional materials, teacher vacancy/misassignment, or facilities conditions.

**FISCAL IMPACT:**
None.

**RECOMMENDATION:**
It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the 2025-26 Second Quarter Report on Williams Uniform Complaints, as presented.

**ADDITIONAL MATERIALS:**

**Attached:** 2nd Quarter Report on Williams UCP Form 2025-26 (one page)

**Quarterly Report on Williams Uniform Complaints**
**[Education Code Section 35186]**

**Fiscal Year 2025-26**

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

District: Oxnard School District

Person completing this form: Dr. Scott Carroll

Title: Assistant Superintendent, HR

Quarterly Report Submission Date:
(please check one)

- ☐ October 31, 2025 (7/1 to 9/30)
- ☑ January 31, 2026 (10/1 to 12/31)
- ☐ April 30, 2026 (1/1 to 3/31)
- ☐ July 31, 2026 (4/1 to 6/30)

Date information will be reported publicly at governing board meeting: 01/14/2026

Please check the box that applies:

☑ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

| | Number of Complaints Received in Quarter | Number of Complaints Resolved | Number of Complaints Unresolved |
|---|---|---|---|
| Instructional Materials | 0 | 0 | 0 |
| Facilities | 0 | 0 | 0 |
| Teacher Vacancy and Misassignment | 0 | 0 | 0 |
| TOTAL: | 0 | 0 | 0 |

Dr. Anabolena DeGenna

Print Name of District Superintendent

Signature of District Superintendent

Date

Please submit to skrone@vcoe.org

# OSD BOARD AGENDA ITEM

**Name of Contributor:** Dr. Scott Carroll **Date of Meeting:** January 14, 2026

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

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

---

**Establishment**

An eight-hour 210-day District Chef position 13433 is to be established at Child Nutrition Services. This position will be established for Food Service and Catering

**Increase in hours**

A five-hour and thirty-minute 183-day Transportation Driver position 8708 is to be increased to an eight-hour position. This position will be increased to provide the needed student safety and support.

**Reduction of hours**

A five-hour and thirty-minute 183-day Child Nutrition Worker position 1827 is to be reduced to a five-hour position at Child Nutrition Services. This reduction will support the Department and the established changes.

A five-hour and thirty-minute 183-day Child Nutrition Worker position 1827 is to be reduced to a five-hour position at Child Nutrition Services. This reduction will support the Department and the established changes.

**FISCAL IMPACT:**

Cost for 1 District Chef position $107,132.00 LCFF funds (Establish position)

Cost for 1 Transportation Driver position $36,588.00 LCFF funds (Increase in hours position)

Savings for 2 Child Nutrition Worker positions $6,720.00 Child Nutrition School Program funds (Reduction of hours 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 increase in hours and reduction in hours of positions, as presented.

# OSD BOARD AGENDA ITEM

**Name of Contributor:** Dr. Scott Carroll **Date of Meeting:** January 14, 2026

**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 01.14.26 (1 pg)
Classified Personnel Items 01.14.26 (2 pgs)

## 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**

| | | |
|---|---|---|
| Seargeant, Carolyn | Language Arts, Kamala | January 12. 2026 |
| Serrano, Olivia | Special Ed Teacher M/M, Ritchen | January 12, 2026 |
| Sneed, Madison | Special Ed Teacher M/S, Frank | January 12, 2026 |
| | | |
| Lopez, Susan | Substitute Teacher | 2025/2026 School Year |
| Marquez, Adriana | Substitute Teacher | 2025/2026 School Year |
| Minasian, Marc | Substitute Teacher | 2025/2026 School Year |
| Vega, Paola | Substitute Teacher | 2025/2026 School Year |
| Villalobos, Raymond | Substitute Teacher | 2025/2026 School Year |

**Resignation**

| | | |
|---|---|---|
| Strasswyk, Christina | Special ED Teacher M/M, Ritchen | December 19, 2025 |

**New Hires**

| | | |
|---|---|---|
| Aguirre, Anastasia B | Campus Assistant, Lemonwood School<br>5.75 hrs./180 days | 12/05/2025 |
| Beltran, Rocio | Child Nutrition Worker, Child Nutrition Services<br>5 hrs./185 days | 12/04/2025 |
| Bravo Vargas, Maria H | Paraeducator General Education, Harrington School<br>6 hrs./183 days | 12/15/2025 |
| Godina, Sandra | Child Nutrition Worker, Child Nutrition Services<br>5 hrs./185 days | 12/09/2025 |
| Gonzalez, Esteffany | Paraeducator General Education, McKinna School<br>6 hrs./183 days | 12/15/2025 |
| Gutierrez, Lisamarie | Campus Assistant, Lopez Academy<br>5.75 hrs./180 days | 12/03/2025 |
| Lakin, Ashley E | Speech Language Pathology Assistant<br>8 hrs./183 days | 12/15/2025 |
| Ramirez, Laura A | Paraeducator Hearing Impaired, Marshall School<br>5.75 hrs./183 days | 12/10/2025 |
| Vazquez Gallardo, Rocio | Paraeducator General Education, Ramona School<br>6 hrs./183 days | 12/10/2025 |

**Exempt**

| | | |
|---|---|---|
| Velasquez, Abel | Avid Tutor | 12/01/2025 |

**Limited Term/Substitutes**

| | | |
|---|---|---|
| Aranda, Robert A | Campus Assistant & Paraeducator (Substitute) | 11/07/2025 |
| Arevalo, Jose Luis | Campus Assistant (Substitute) | 11/14/2025 |
| Cazares, Claudia A | Paraeducator (Substitute) | 11/20/2025 |
| Cervantes, Nathalia | Paraeducator (Substitute) | 11/05/2025 |
| Cortez, Jenny F | Campus Assistant (Substitute) | 12/01/2025 |
| Iñiguez, Stephanie M | Campus Assistant (Substitute) | 12/01/2025 |
| Lagunas, Marco A | Campus Assistant & Paraeducator (Substitute) | 11/18/2025 |
| Lomeli, Alma A | Campus Assistant (Substitute) | 11/04/2025 |
| Lopez, Daniel Q | Campus Assistant (Substitute) | 12/01/2025 |
| Lopez, Violet P | Campus Assistant (Substitute) | 12/01/2025 |
| Magaña, Marissa J | Campus Assistant (Substitute) | 12/01/2025 |
| Martinez, Arlet G | Campus Assistant (Substitute) | 11/07/2025 |
| Martinez, Stephanie | Paraeducator (Substitute) | 12/08/2025 |
| Mendez, Jordan N | Paraeducator (Substitute) | 12/03/2025 |
| Meza, Alexander J | Campus Assistant (Substitute) | 12/01/2025 |
| Moreno, Cynthia | Paraeducator (Substitute) | 12/08/2025 |
| Murphy, Romeo A | Campus Assistant (Substitute) | 12/01/2025 |
| Naranjo, Blanca B | Campus Assistant (Substitute) | 12/01/2025 |
| Ojeda, Rosa M | Campus Assistant (Substitute) | 11/17/2025 |
| Ortega Oros, Seydi P | Paraeducator (Substitute) | 12/04/2025 |
| Ortiz, Andres | Campus Assistant (Substitute) | 12/01/2025 |
| Palomares, Jessica | Campus Assistant (Substitute) | 12/01/2025 |
| Robinson, Jessica R | Campus Assistant (Substitute) | 12/01/2025 |

| | | |
|---|---|---|
| Rodriguez, Natalie | Campus Assistant (Substitute) | 12/01/2025 |
| Rosas, Heriberto | Paraeducator (Substitute) | 11/06/2025 |
| Segura Villalba, Guadalupe | Campus Assistant (Substitute) | 12/01/2025 |
| Tamayo, Victoria R | Campus Assistant (Substitute) | 12/01/2025 |
| Vasquez, Narda C | Campus Assistant (Substitute) | 12/01/2025 |
| Vera, Andrew | Campus Assistant & Paraeducator (Substitute) | 10/25/2025 |
| Zambrano, Esther | Campus Assistant (Substitute) | 12/01/2025 |

**Promotions**

| | | |
|---|---|---|
| Gomez, Dulce A | Special Education Data Technician, Special Education<br>8 hrs./245 days<br>Office Assistant II, Special Education<br>8 hrs./245 days | 12/03/2025 |

**Transfers**

| | | |
|---|---|---|
| Pacheco Mendez, Miriam | Campus Assistant, Driffill School<br>5.75 hrs./180 days | 12/12/2025 |

**Probation Releases**

| | | |
|---|---|---|
| 13287 | Accounting Specialist III – 8 hrs. 245 days | 12/09/2025 |

**Resignations**

| | | |
|---|---|---|
| Garcia, Alejandro | Paraeducator Special Education, McAuliffe School<br>5.75 hrs./183 days | 12/01/2025 |
| Gonzales, Therese N | Child Nutrition Worker, Child Nutrition Services<br>5.5 hrs./185 days | 12/05/2025 |
| Jimenez, Isaac | Campus Assistant, Lemonwood School<br>5.75 hrs./180 days | 12/04/2025 |

# OSD BOARD AGENDA ITEM

**Name of Contributor:** Dr. Anabolena DeGenna **Date of Meeting:** January 14, 2026

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

**Acceptance of Gifts (DeGenna)**

Ramona Elementary School received a donation in the amount of $10,000.00 from Etchandy Farms LLC to support student enrichment and promote a positive school climate. Funds will be used to purchase supplies and materials that reinforce the learning environment.

**FISCAL IMPACT:**
$10,000.00 donation from Etchandy Farms, LLC to Oxnard School District.

**RECOMMENDATION:**
It is the recommendation of the Superintendent that the Board of Trustees accept the donation from Etchandy Farms, LLC, 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:** Maria Baro, Ramona Elementary School
Date: December 11, 2025
**RE:** Etchandy Farms LLC Donation of $10,000

Ramona school has received a donation of $10,000 from Etchandy Farms LLC to support student enrichment and promote a positive school climate. The donation will be used to purchase supplies for Ramona students to reinforce the learning environment.

It is respectfully requested that the Board of Trustees accept a donation of $10,000 from Etchandy Farms LLC, as presented, to be placed on the next available Board agenda.

Thank you,

Maria Baro
Principal, Ramona Elementary School

# OSD BOARD AGENDA ITEM

**Name of Contributor:** Kristen Pifko **Date of Meeting:** January 14, 2026

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

**Purchase Order/Draft Payment Report No. 25-05 (Pifko/Reyes)**

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

- A listing of Purchase orders issued 10/21/2025 through 12/17/2025 for the 2025-2026 school year, for $4,280,854.29.

**FISCAL IMPACT:**
N/A

**RECOMMENDATION:**
It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing, that the Board of Trustees approve Purchase Order/Draft Payment Report No. 25-05 as submitted.

**ADDITIONAL MATERIALS:**

**Attached:** Purchase Order/Draft Payment Report No. 25-05 (41 Pages)

**Includes Purchase Orders dated 10/21/2025 - 12/17/2025**

| PO Number | Vendor Name | Location | Description | |
|---|---|---|---|---|
| **010-4100** | **Textbooks** | | | |
| P26-03555 | Rockwell Printing Inc. | Education Resource Center | LCAP_3.35 TXTBK & INST MATLS | 954.01 |
| | | | **Total:010-4100 Textbooks** | **954.01** |
| **010-4200** | **Books and Reference Materials** | | | |
| P26-02837 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 100.91 |
| P26-02838 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 13.11 |
| P26-02839 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 94.69 |
| P26-02846 | Amazon Com | Special Education | LCAP_2.05 Material/Supp-$250 Haley Jones | 30.05 |
| P26-02848 | Amazon Com | Special Education | LCAP_2.05 Material/Supp-$250 Haley Jones | 27.12 |
| P26-02860 | Perma Bound Books | Ramona School | LCAP_3.38 Books | 1,000.99 |
| P26-02863 | First Book | Kamala School | LCAP_3.38 MATL/SUPP (INST) | 133.12 |
| P26-02864 | Perma Bound Books | Driffill School | LCAP_3.38 MATERIALS AND SUPPLIES LIBRARY | 3,741.43 |
| P26-02914 | SCHOLASTIC-BOOK FAIRS | Ramona School | LCAP_3.38 Book Fair | 4,432.96 |
| P26-02920 | First Book | Kamala School | LCAP_3.38 MATL/SUPP (INST) | 31.61 |
| P26-02932 | Amazon Com | Elm School | LCAP_3.38 BOOKS OTHER THAN | 283.05 |
| P26-02960 | Amazon Com | Equity, Family, Cmty Engmt | LCAP_4.01 MATL-SUPL | 424.20 |
| P26-02974 | BARNES AND NOBLE BOOKSELLERS, INC. | Teaching & Learning | LCAP_3.41 Books Other than Textbooks | 673.72 |
| P26-02991 | Amazon Com | Teaching & Learning | LCAP_1.11 BOOKS OTHER THAN TEXTBOOKS | 159.79 |
| P26-03017 | SCHOLASTIC-TEACHER STORE | Marina West School | LCAP_3.38 MATL-BooksOthrTxt | 67.63 |
| P26-03021 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 13.10 |
| P26-03030 | SCHOLASTIC-BOOK CLUBS | Ritchen School | LCAP_3.38 Books other than Textbooks-Instr. | 442.16 |
| P26-03039 | Amazon Com | Sierra Linda School | LCAP_3.38 MATL/SUP-Inst Ms. Caixeiro | 74.72 |
| P26-03077 | SCHOLASTIC-BOOK FAIRS | Chavez School | LCAP_3.38 MTLS/SUPL-INSTR | 4,352.96 |
| P26-03082 | Amazon Com | Teaching & Learning | LCAP_3.41 MATERIALS & SUPPLIES | 122.68 |
| P26-03101 | Amazon Com | Ritchen School | LCAP_3.38 MATL/SUP-Instructional | 6.53 |
| P26-03137 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 55.93 |
| P26-03167 | Perma Bound Books | Education Resource Center | LCAP_3.35 TXTBK & INST MATLS | 4,577.58 |
| P26-03211 | Amazon Com | Kamala School | LCAP_3.38 Books other thanTextbooks | 85.45 |
| P26-03213 | Amazon Com | Kamala School | LCAP_3.38 Books other than Textbooks | 41.70 |
| P26-03217 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 145.27 |
| P26-03218 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 34.00 |
| P26-03221 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 74.13 |

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

**Includes Purchase Orders dated 10/21/2025 - 12/17/2025**

| PO Number | Vendor Name | Location | Description | |
|---|---|---|---|---|
| P26-03232 | First Book | Kamala School | LCAP_3.38 Books Other than Textbooks | 135.32 |
| P26-03233 | First Book | Kamala School | LCAP_3.38 Books other than Textbooks | 135.32 |
| P26-03234 | First Book | Kamala School | LCAP_3.38 Books other than Textbooks | 61.28 |
| P26-03235 | First Book | Kamala School | LCAP_3.38 Books other than Textbooks | 170.16 |
| P26-03363 | Amazon Com | Superintendent | LCAP_5.03 BOOKS OTHER THAN TEXTBOOKS | 4,200.00 |
| P26-03416 | Amazon Com | Soria School | LCAP_3.38 Books other than Textbooks | 132.19 |
| P26-03465 | Amazon Com | Human Resources | LCAP_3.01 DEV H C MATL/SUPP (SC) | 84.73 |
| P26-03491 | Amazon Com | Math and PE Programs | LCAP_3.41 MATL/SUPP MATH THEORY BOOKS | 139.68 |
| P26-03496 | Amazon Com | Enrichment & Special Programs | LCAP_2.19 MAT/ SUP- Fremont | 124.95 |
| P26-03519 | Amazon Com | McKinna School | LCAP_3.38 Matl/sup-instructional | 49.33 |
| P26-03520 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 15.77 |
| P26-03523 | Perma Bound Books | Soria School | LCAP_3.38 BKS OTHER THAN BOOKS | 650.00 |
| P26-03562 | SCHOLASTIC INC | Marina West School | LCAP_3.38 Books other than Textbooks | 713.81 |
| P26-03571 | Amazon Com | Special Education | LCAP_2.05 Mat/Supp- Counseling Psychs | 2,308.68 |
| P26-03576 | Amazon Com | Kamala School | LCAP_3.38 Books/Matls-Supplies | 23.87 |
| P26-03596 | Amazon Com | Sierra Linda School | LCAP_3.38 MATL/SUP-Ins Ms. Laski | 214.53 |
| P26-03611 | FOLLETT SCHOOL SOLUTIONS, INC | McKinna School | LCAP_3.38 Books other than Textbooks | 1,790.35 |
| P26-03649 | Amazon Com | Sierra Linda School | LCAP_3.38 MATL/SUP-Ins Ms. Heaton | 13.37 |
| P26-03663 | Amazon Com | Pupil Services | LCAP_2.25 MAT/SUPL | 380.84 |
| P26-03668 | Amazon Com | SchPerformance & StudOutcomes | LCAP_3.17 Books Orenda APs | 238.50 |
| P26-03669 | Amazon Com | Educational Services | Unrestricted MTLS | 104.89 |
| P26-03679 | WENDY W.MURAWSKI 2TEACH GLOBAL | Special Education | LCAP_2.05/ CURRICULUM | 1,378.28 |
| P26-03690 | Amazon Com | Rose Avenue School | LCAP_3.38 MAT/SUPPLIES (BOOKS) | 102.81 |
| P26-03709 | BARNES AND NOBLE BOOKSELLERS, INC. | Teaching & Learning | LCAP_1.06 BOOKS OTHER THAN TEXTBOOKS | 56.10 |
| P26-03710 | SCHOLASTIC INC | San Miguel School | LCAP_3.38 Books other than Textbooks | 616.52 |
| | | | **Total:010-4200 Books and Reference Materials** | **35,081.87** |

**010-4300 Materials And Supplies**

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**Includes Purchase Orders dated 10/21/2025 - 12/17/2025**

| PO Number | Vendor Name | Location | Description | |
|---|---|---|---|---|
| P26-02807 | GoGo Speech, LLC | Special Education | LCAP_2.05 Materials & Supplies for Sarahi Ramirez | 180.00 |
| P26-02808 | Hope Inc | Special Education | LCAP_2.01 MAT/SUPL | 429.30 |
| P26-02809 | Super Duper Inc | Special Education | LCAP_2.05 Materials & Supplies for Colin Borden | 261.60 |
| P26-02810 | Ashton Awards Inc Aswell Troph y | Curren School | LCAP_3.38 Matls & Supp | 81.24 |
| P26-02811 | Amazon Com | Enrichment & Special Programs | LCAP_2.19 MTR-SUPP Lemonwood | 68.78 |
| P26-02812 | Amazon Com | Fremont School | LCAP_3.38 MAT/SUPL | 716.31 |
| P26-02813 | Amazon Com | Enrichment & Special Programs | LCAP_2.19 MTR-SUPP Kamala | 21.84 |
| P26-02814 | Amazon Com | Enrichment & Special Programs | LCAP_2.19 Matl/Supl | 286.22 |
| P26-02815 | Amazon Com | Enrichment & Special Programs | LCAP_2.19 Superintendent Fellows Pumpkin Carving | 493.30 |
| P26-02816 | CDW G | Fremont School | LCAP_3.38 MATL-SUPL | 197.33 |
| P26-02817 | CDW G | SchPerformance & StudOutcomes | matl/sup - headset for Connie | 449.75 |
| P26-02819 | Ventris Learning LLC | SchPerformance & StudOutcomes | matl/sup - Office | 98.33 |
| P26-02828 | Lakeshore Learning Materials | Brekke School | LCAP_3.38 MATL/SUPP | 61.60 |
| P26-02829 | Lakeshore Learning Materials | Brekke School | LCAP_3.38 MATL/SUPP | 159.07 |
| P26-02830 | Lakeshore Learning Materials | Brekke School | LCAP_3.38 MATL/SUPP | 205.37 |
| P26-02831 | Lakeshore Learning Materials | Brekke School | LCAP_3.38 MATL/SUPP | 183.35 |
| P26-02832 | Lakeshore Learning Materials | Elm School | LCAP_3.38 MATL/SUPP | 87.38 |
| P26-02833 | Lakeshore Learning Materials | Driffill School | LCAP_3.38 MATERIALS & SUPPLIES VALERIO | 225.55 |
| P26-02834 | Amazon Com | Math and PE Programs | LCAP_3.41 MATL/SUPP STORAGE FOR MATERIALS | 1,019.06 |
| P26-02835 | Amazon Com | Driffill School | LCAP_3.38 MATERIALS & SUPPLIES OFF N HEALTH OFFICE | 481.26 |
| P26-02836 | Amazon Com | Ramona School | LCAP_3.38 MATL-SUPL | 151.15 |
| P26-02837 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 94.48 |
| P26-02838 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 106.17 |
| P26-02839 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 102.11 |
| P26-02840 | Amazon Com | Kamala School | LCAP_3.38 MATL/SUPP (INST) | 162.33 |
| P26-02841 | Amazon Com | Special Education | LCAP_2.05 Materials & Supplies for Andrea C. | 15.28 |
| P26-02842 | Amazon Com | Ramona School | LCAP_3.38 MATL-SUPL | 490.69 |
| P26-02843 | Amazon Com | Fremont School | LCAP_3.38 MAT/SUPL | 1,793.07 |
| P26-02844 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 217.91 |
| P26-02845 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 170.74 |
| P26-02846 | Amazon Com | Special Education | LCAP_2.05 Material/Supp-$250 Haley Jones | 104.81 |
| P26-02847 | Amazon Com | Kamala School | LCAP_3.38 MATL/SUPP | 149.40 |

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**Includes Purchase Orders dated 10/21/2025 - 12/17/2025**

| PO Number | Vendor Name | Location | Description | |
|---|---|---|---|---|
| P26-02848 | Amazon Com | Special Education | LCAP_2.05 Material/Supp-$250 Haley Jones | 107.44 |
| P26-02849 | Amazon Com | Kamala School | LCAP_3.38 MATL/SUPP (INST) | 80.40 |
| P26-02850 | Amazon Com | Driffill School | LCAP_3.38 MATERIALS AND SUPPLIES LOPEZ | 260.87 |
| P26-02851 | Amazon Com | Special Education | LCAP_2.05 Supplies/Materials- M. Mendez-Driffill | 230.03 |
| P26-02852 | Amazon Com | Special Education | LCAP_2.05 Supplies/Materials- M. Mendez-Driffill | 252.22 |
| P26-02853 | Amazon Com | Special Education | LCAP_2.05 Supplies/Materials- M. Mendez-Driffill | 193.93 |
| P26-02854 | Amazon Com | Enrichment & Special Programs | LCAP_2.19 ELOP Kitchen Organizers | 346.46 |
| P26-02855 | Amazon Com | Driffill School | LCAP_3.38 MATERIALS AND SUPPLIES TRUNK O TREAT | 240.83 |
| P26-02856 | Amazon Com | Elm School | LCAP_3.38 MATL/SUPP | 545.53 |
| P26-02859 | Ventris Learning LLC | Brekke School | LCAP_3.38 MATL/SUPP | 328.84 |
| P26-02861 | Demco Inc | Elm School | LCAP_3.38 MATL/SUPP | 90.82 |
| P26-02862 | CN School & Office Sol, Inc Cu lver-Newlin | Special Education | LCAP_2.05 Materials/Supp | 3,723.35 |
| P26-02865 | General Binding Corp. | Special Education | LCAP_2.05 EQUIP (LAMINATOR) | 132.15 |
| P26-02866 | CARNITAS EL BROTHER INC | Curren School | LCAP_3.38 Professional Dev. SIP 10-31-25 | 928.63 |
| P26-02867 | AMICOLOR INC. | Human Resources | LCAP_5.25 RET H C - MATL/SUPP (AWARDS) | 4,000.00 |
| P26-02870 | Uline | Enrichment & Special Programs | LCAP_2.19 Warehouse Shelving | 1,219.68 |
| P26-02871 | Uline | Enrichment & Special Programs | LCAP_2.19 MATL/SUPP | 1,162.69 |
| P26-02873 | Tom Rey Garcia dba/ Tomas Cafe & Gallery | Human Resources | LCAP_3.01 MATL-SUPL (Dev Human Cap) | 2,000.00 |
| P26-02874 | Tom Rey Garcia dba/ Tomas Cafe & Gallery | Human Resources | MATL/SUPP (Negotiations) | 3,000.00 |
| P26-02875 | Amazon Com | McKinna School | LCAP_3.38 Matl/sup-instructional | 529.86 |
| P26-02876 | Lifetouch | Driffill School | LCAP_3.38 MATERIALS SUPPLS YEARBOOK 2024-2025 | 4,217.49 |
| P26-02878 | Amazon Com | Curren School | LCAP_3.38 Matls & Sup Instruct | 371.15 |
| P26-02879 | Tom Rey Garcia dba/ Tomas Cafe & Gallery | Brekke School | LCAP_3.38 MATL/SUPP (INST) SIP Day | 798.00 |
| P26-02880 | Amazon Com | Ramona School | LCAP_3.38 MATL-SUPL | 122.50 |
| P26-02881 | SMART AND FINAL-C.I. BLVD | McKinna School | LCAP_3.38 Matl/sup-instructional | 500.00 |
| P26-02882 | Amazon Com | Ramona School | LCAP_3.38 MATL-SUPL | 254.69 |
| P26-02894 | Amazon Com | Marina West School | LCAP_3.38 MATL-SUPL/INST | 131.74 |
| P26-02895 | Uline | Driffill School | LCAP_3.38 MATERIALS AND SUPPLIES RACHEL | 80.44 |
| P26-02897 | Grainger Inc | Marina West School | LCAP_3.38 MATL-SUPL/INST | 253.50 |
| P26-02899 | Gametime, Inc | Facilities | LCAP_2.34 Grounds Materials | 3,987.63 |

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**Includes Purchase Orders dated 10/21/2025 - 12/17/2025**

| PO Number | Vendor Name | Location | Description | |
|---|---|---|---|---|
| P26-02900 | Amazon Com | Special Education | LCAP_2.05 Materials & Supplies for SpEd Staff | 209.54 |
| P26-02905 | SOS Survival Products | Risk Management | Matls/Sup - Emergency | 249.43 |
| P26-02906 | SOS Survival Products | Risk Management | Matls/Sup - Emergency | 894.17 |
| P26-02907 | SOS Survival Products | Risk Management | Matls/Sup - Emergency | 323.93 |
| P26-02908 | SOS Survival Products | Risk Management | Matls/Sup - Emergency | 260.56 |
| P26-02909 | SOS Survival Products | Risk Management | Matls/Sup - Emergency | 213.04 |
| P26-02910 | SOS Survival Products | Risk Management | Matls/Sup - Emergency | 623.58 |
| P26-02911 | SOS Survival Products | Risk Management | Matls/Sup - Emergency | 226.82 |
| P26-02912 | Affordable Tables And Chairs | Curren School | LCAP_3.38 Matls & Supplies Instruct. | 292.50 |
| P26-02913 | Claudia M Lopez dba: Money Pan cho Mexican Rest. | Educational Services | LCAP_3.05 MATL/SUPPL | 2,000.00 |
| P26-02915 | Ewing Irrigation Products Inc | Facilities | LCAP_2.34 Irrigation Materials & Supplies | 17,198.78 |
| P26-02918 | FK Holdco, LLC dba: FireKing I nternational , LLC | Frank School | LCAP_3.38 (Mat-Sup) FireKing - MEDCO | 160.23 |
| P26-02921 | Gopher Sport | Chavez School | LCAP_3.38 MTLS/SUPL-INSTR | 281.87 |
| P26-02925 | LAKESHORE LEARNING MATERIALS | San Miguel School | LCAP_3.38 Materials & Supplies | 250.00 |
| P26-02926 | PANERA BREAD COMPANY PANERA LL C | Elm School | LCAP_5.25 | 91.63 |
| P26-02929 | Lakeshore Learning Materials | Marina West School | LCAP_3.38 MATL-SUPL/INST | 157.23 |
| P26-02930 | Uline | Risk Management | Materials and Supplies | 624.84 |
| P26-02931 | Amazon Com | Elm School | LCAP_3.38 MATL/SUPP | 685.14 |
| P26-02935 | CANON U.S.A., INC. | Graphics | Materials and Supplies | 730.17 |
| P26-02936 | SOS Survival Products | Risk Management | Matls/Sup - Emergency | 1,611.18 |
| P26-02938 | Amazon Com | Soria School | LCAP_3.38 MATL/SUPL | 660.63 |
| P26-02939 | Amazon Com | Soria School | LCAP_3.38 MATL/SUPL | 318.90 |
| P26-02940 | Amazon Com | Soria School | LCAP_3.38 MATL/SUPL | 184.00 |
| P26-02943 | Blenders in the Grass, Inc. | Frank School | LCAP_3.38 (Mat-Sup) Blenders \| student incentives | 150.00 |
| P26-02951 | Amazon Com | Frank School | LCAP_3.38 (Mat-Sup) Amazon - Frank 25/26 yr | 121.13 |
| P26-02952 | Amazon Com | Lopez Academy | LCAP_2.05 MATL-SUPL (SPED) N. Dutton | 211.45 |
| P26-02953 | Amazon Com | Equity, Family, Cmty Engmt | LCAP_4.01 MATL-SUPL | 220.20 |
| P26-02954 | Amazon Com | Ritchen School | LCAP_3.38 MATL/SUP-Instructional | 482.53 |
| P26-02955 | Amazon Com | Ritchen School | LCAP_3.38 MATL/SUP-instructional | 58.64 |
| P26-02956 | Amazon Com | Equity, Family, Cmty Engmt | LCAP_4.01 MATL/SUP | 100.40 |
| P26-02957 | Amazon Com | Lopez Academy | LCAP_2.05 MATL-SUPL (SPED) | 208.72 |
| P26-02958 | Amazon Com | Ritchen School | LCAP_3.38 MATL/SUP-Instructional (Davidovics) | 244.10 |
| P26-02959 | Amazon Com | Ritchen School | LCAP_3.38 MATL/SUP-Instructional (Davidovics) | 10.91 |

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**Includes Purchase Orders dated 10/21/2025 - 12/17/2025**

| PO Number | Vendor Name | Location | Description | |
|---|---|---|---|---|
| P26-02961 | Amazon Com | San Miguel School | LCAP_3.38 Materials & Supplies/M. Saltamachio | 232.78 |
| P26-02962 | Amazon Com | Information Technology | LCAP_5.39 ITS MAT/SUP | 818.66 |
| P26-02963 | SOS Survival Products | Risk Management | Matls/Sup - Emergency | 1,352.99 |
| P26-02964 | SOS Survival Products | Risk Management | Matls/Sup - Emergency | 2,096.85 |
| P26-02965 | SOS Survival Products | Risk Management | Matls/Sup - Emergency | 1,051.78 |
| P26-02966 | SOS Survival Products | Risk Management | Matls/Sup - Emergency | 1,520.92 |
| P26-02968 | ORIENTAL TRADING COMPANY | Marina West School | LCAP_3.38 MATL-SUPL/INST | 128.39 |
| P26-02969 | Uline | Soria School | LCAP_3.38 MATL/SUPL | 67.85 |
| P26-02970 | Uline | Information Technology | LCAP_5.39 ITS MAT/SUP | 47.03 |
| P26-02971 | ODP BUSINESS SOLUTIONS, LLC | Rose Avenue School | LCAP_3.38 MAT/SUPPLIES (Instructional) | 300.33 |
| P26-02975 | CARNITAS EL BROTHER INC | Lopez Academy | LCAP_3.38 MATL-SUPL (INST) | 323.53 |
| P26-02976 | Lakeshore Learning Materials | Rose Avenue School | LCAP_3.38 MAT/SUPPLIES (Instructional) | 108.70 |
| P26-02977 | Lakeshore Learning Materials | Teaching & Learning | LCAP_3.41 MATL/SUPP TEACHING & LEARNING | 651.13 |
| P26-02978 | Lakeshore Learning Materials | Teaching & Learning | LCAP_3.41 MATL/SUPP TEACHING & LEARNING | 651.13 |
| P26-02979 | Lakeshore Learning Materials | Teaching & Learning | LCAP_3.41 MATL/SUPP TEACHING & LEARNING | 651.13 |
| P26-02980 | Southpaw Enterprises Inc | Special Education | LCAP_2.05 Materials & Supplies for E. Guerrero | 919.45 |
| P26-02981 | CARNITAS EL BROTHER INC | Lemonwood School | LCAP_5.04 MATL/SUP SIP Day Lunch 10/31 | 1,002.15 |
| P26-02982 | CARNITAS EL BROTHER INC | Frank School | LCAP_3.38 (Mat-Sup) SIP Day | 1,311.00 |
| P26-02983 | Amazon Com | Rose Avenue School | LCAP_3.38 MAT/SUPPLIES (Instructional) | 31.75 |
| P26-02984 | Amazon Com | Elm School | LCAP_3.41 MATERIALS & SUPPLIES/ Escobar Rivas-TK | 239.35 |
| P26-02985 | Amazon Com | Teaching & Learning | LCAP_3.41 MATL/SUPP TEACHING & LEARNING | 52.44 |
| P26-02986 | Amazon Com | Teaching & Learning | LCAP_3.41 MATL/SUPP TEACHING & LEARNING | 52.44 |
| P26-02987 | Amazon Com | Teaching & Learning | LCAP_3.41 MATL/SUPP TEACHING & LEARNING | 52.44 |
| P26-02988 | Amazon Com | Lopez Academy | LCAP_3.38 MATL-SUPL (INST) | 716.77 |
| P26-02989 | Amazon Com | Frank School | LCAP_3.38 (Mat-Sup) Amazon - HP supplies | 1,320.72 |
| P26-02990 | Amazon Com | Ramona School | LCAP_3.38 MATL-SUPL | 65.01 |
| P26-02992 | Amazon Com | Special Education | LCAP_2.05 Materials & Supplies for SpEd Staff | 1,117.84 |
| P26-02993 | Amazon Com | Ramona School | LCAP_3.38 MATL-SUPL | 230.62 |
| P26-02994 | Lakeshore Learning Materials | Teaching & Learning | LCAP_3.41 MATERIALS & SUPPLIES | 2,414.24 |

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**Includes Purchase Orders dated 10/21/2025 - 12/17/2025**

| PO Number | Vendor Name | Location | Description | |
|---|---|---|---|---|
| P26-02998 | POSTCARDGURU PRINT & PROMO | Marina West School | LCAP_3.38 MATL-SUPL/INST | 736.51 |
| P26-03005 | Demco Inc | Marina West School | LCAP_3.38 MATL-SUPL/INST | 175.64 |
| P26-03007 | American Builders &Contractors Supply Co., Inc. | Facilities | LCAP_2.34 Maintenance Materials and Supplies | 502.94 |
| P26-03008 | School Datebooks | Harrington School | LCAP_3.38 MATERIALS & SUPPLIES | 1,400.30 |
| P26-03021 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 45.10 |
| P26-03022 | Amazon Com | Curren School | LCAP_2.05 Matls & Supplies Instructional Sped | 228.10 |
| P26-03031 | CARNITAS EL BROTHER INC | Ramona School | LCAP_3.38 MATL-SUPL | 698.09 |
| P26-03032 | Lakeshore Learning Materials | McKinna School | LCAP_3.38 Matl/sup-instrtuctional | 98.29 |
| P26-03036 | Amazon Com | Lemonwood School | LCAP_3.38 MATL/SUP Inst - Glow Dance pt 1 | 279.40 |
| P26-03037 | Amazon Com | Lemonwood School | LCAP_3.38 MATL/SUP Inst. - Glow Dance pt 2 | 193.77 |
| P26-03038 | Amazon Com | McKinna School | LCAP_3.38 Matl/sup-Instructional | 194.38 |
| P26-03039 | Amazon Com | Sierra Linda School | LCAP_3.38 MATL/SUP-Inst Ms. Caixeiro | 114.13 |
| P26-03040 | Amazon Com | Ramona School | LCAP_3.38 MATL-SUPL | 206.22 |
| P26-03041 | SMART AND FINAL-C.I. BLVD | McAuliffe School | LCAP_3.38 MATL/SUPPL | 600.00 |
| P26-03042 | ORIENTAL TRADING COMPANY | Rose Avenue School | LCAP_3.38 MAT/SUPPLIES (instructional) | 664.40 |
| P26-03043 | ORIENTAL TRADING COMPANY | Rose Avenue School | LCAP_3.38 MAT/SUPPLIES (Instructional) | 36.04 |
| P26-03044 | Teachers Pay Teachers | Rose Avenue School | LCAP_3.38 MAT/SUPPLIES (Instructional) | 418.96 |
| P26-03047 | SWEETWATER SOUND HOLDINGS, LLC | Elm School | LCAP_3.38 MATL/SUPP | 156.18 |
| P26-03048 | West Music Company Inc | Elm School | LCAP_3.38 MATL/SUPP | 310.27 |
| P26-03049 | Amazon Com | Fremont School | LCAP_3.38 MAT/SUPL | 23.97 |
| P26-03050 | Amazon Com | Fremont School | LCAP_3.38 MAT/SUPL | 50.24 |
| P26-03051 | Amazon Com | Curren School | LCAP_3.38 Matls & Supp Instruct | 305.68 |
| P26-03052 | Amazon Com | Rose Avenue School | LCAP_3.38 MAT/SUPPLIES (Instructional) | 334.03 |
| P26-03055 | COSTCO WHOLESALE CORPORATION | Frank School | LCAP_3.38 Mat-Sup \| Costco \| BoyzBellez Club | 200.00 |
| P26-03056 | CARNITAS EL BROTHER INC | McAuliffe School | LCAP_3.38 SIP DAY | 449.50 |
| P26-03058 | Petroleum Telcom Inc DBA Telec om | Frank School | LCAP_3.38 Mat-Sup \| Telcom | 178.90 |
| P26-03060 | Amazon Com | Facilities | LCAP_2.34 Materials and Supplies | 61.14 |
| P26-03061 | Amazon Com | Frank School | LCAP_3.38 Mat-Sup \| Amazon \| Boyz Bellez Club | 360.19 |
| P26-03062 | Amazon Com | Risk Management | Matls/Sup - Ergo | 21.83 |
| P26-03063 | Amazon Com | Risk Management | Matls/Sup - Ergo | 91.23 |
| P26-03064 | Jose Luis Chavez dba La Fogata Restaurant | Kamala School | LCAP_5.04 Mat/Sup (SIP Day Incentive Oct 31) | 1,136.20 |

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**Includes Purchase Orders dated 10/21/2025 - 12/17/2025**

| PO Number | Vendor Name | Location | Description | |
|---|---|---|---|---|
| P26-03066 | CARNITAS EL BROTHER INC | Elm School | LCAP_3.38 MATL/SUPP-SIP Day Oct 31 | 1,152.51 |
| P26-03067 | Gopher Sport | Frank School | LCAP_3.38 Mat-Sup \| Gopher \| PE supplies | 939.00 |
| P26-03075 | Uline | Risk Management | LCAP_2.26 Materials and Supplies | 1,936.88 |
| P26-03079 | VENTURA SIGNS& SCREEN PRINTING | Frank School | LCAP_2.08 (Mat-Sup) WLNS. Ventura Signs & Screen | 12,540.10 |
| P26-03082 | Amazon Com | Teaching & Learning | LCAP_3.41 MATERIALS & SUPPLIES | 194.20 |
| P26-03086 | COSTCO WHOLESALE CORPORATION | Driffill School | LCAP_3.38 OPEN PO FOR TEACHER TRAININGS | 700.00 |
| P26-03087 | Walmart | Driffill School | LCAP_3.38 STUDENT INCENTIVES | 100.00 |
| P26-03088 | Home Depot Inc | Brekke School | LCAP_3.38 MATL/SUPP | 370.36 |
| P26-03093 | ORIENTAL TRADING COMPANY | Enrichment & Special Programs | LCAP_2.19 Harrington Holiday Crafts | 509.39 |
| P26-03096 | Amazon Com | Special Education | LCAP_2.05 Materials & Supplies for Mod/Severe | 619.44 |
| P26-03097 | Amazon Com | Lemonwood School | LCAP_3.38 MATL/SUP Inst. - Teachers | 327.17 |
| P26-03098 | Amazon Com | McAuliffe School | LCAP_5.06 matl/sup - New Teacher - J. Melendez | 311.62 |
| P26-03099 | Amazon Com | Enrichment & Special Programs | LCAP_2.19 Matl/Supl Driffill parade | 521.36 |
| P26-03100 | Amazon Com | Ritchen School | LCAP_3.38 MATL/SUP-Instructional | 147.78 |
| P26-03101 | Amazon Com | Ritchen School | LCAP_3.38 MATL/SUP-Instructional | 76.73 |
| P26-03107 | Amazon Com | Math and PE Programs | LCAP_3.41 MATL/SUPP FOR STUDENT INTERACTION | 206.38 |
| P26-03118 | Amazon Com | Pupil Services | LCAP_2.07 | 348.43 |
| P26-03119 | Amazon Com | Pupil Services | LCAP_5.31 MAT/SUP | 575.30 |
| P26-03120 | Amazon Com | Information Technology | LCAP_5.39 ITS MAT/SUP | 409.72 |
| P26-03121 | Amazon Com | Rose Avenue School | LCAP_3.38 MAT/SUPPLIES (Instructional) | 260.91 |
| P26-03122 | Amazon Com | Rose Avenue School | LCAP_3.38 MAT/SUPPLIES (Instructional) | 244.62 |
| P26-03123 | General Binding Corp. | Brekke School | LCAP_3.38 MATL/SUPP | 877.72 |
| P26-03127 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 191.33 |
| P26-03128 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 173.86 |
| P26-03129 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 33.16 |
| P26-03130 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 207.54 |
| P26-03131 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 145.25 |
| P26-03132 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 160.17 |
| P26-03133 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 217.67 |
| P26-03134 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 220.59 |
| P26-03135 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 189.13 |
| P26-03136 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 154.37 |

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| PO Number | Vendor Name | Location | Description | |
|---|---|---|---|---|
| P26-03138 | CARNITAS EL BROTHER INC | Equity, Family, Cmty Engmt | LCAP_4.01 | 3,341.96 |
| P26-03139 | Panaderia Lupitas Y La Palapa, Inc. | Frank School | LCAP_3.38 Mat-Sup \| Panaderia Lupitas 11/5/25 | 225.00 |
| P26-03140 | GREAT PACIFIC PUMPKINS | Enrichment & Special Programs | LCAP_2.19 MTR-SUPP | 515.00 |
| P26-03142 | VENTURA SIGNS& SCREEN PRINTING | Equity, Family, Cmty Engmt | LCAP_4.03 MATL/SUP | 3,597.16 |
| P26-03147 | Lakeshore Learning Materials | Special Education | LCAP_2.05 Material/Supp | 6,004.38 |
| P26-03148 | Lakeshore Learning Materials | Brekke School | LCAP_3.38 MATL/SUPP | 61.60 |
| P26-03149 | Lakeshore Learning Materials | Brekke School | LCAP_3.38 MATL/SUPP | 189.45 |
| P26-03150 | Lakeshore Learning Materials | Brekke School | LCAP_3.38 MATL/SUPP | 203.25 |
| P26-03157 | Boomerang Project | Enrichment & Special Programs | LCAP_2.19 MTR-SUPP | 148.77 |
| P26-03158 | EMPIRE CABLING, INC. | Information Technology | LCAP_5.39 ITS SERV | 955.93 |
| P26-03160 | NORTHERN SPEECH SERVICES, INC | Special Education | LCAP_2.05 MAT/SUPL | 1,839.58 |
| P26-03161 | RIVERSIDE ASSESSMENTS LLC RIVE RSIDE INSIGHTS | Special Education | LCAP_2.05 MAT/SUPL | 1,217.74 |
| P26-03162 | PRO-ED, Inc. | Special Education | LCAP_2.05 MAT/SUPL | 2,272.91 |
| P26-03166 | Superior Sanitary Supplies | Brekke School | LCAP_3.38 MATL/SUPP | 366.03 |
| P26-03168 | READING HORIZONS | Special Education | LCAP_2.05 TXTBK & INST MATLS | 1,607.18 |
| P26-03169 | VENTURA SIGNS& SCREEN PRINTING | Marshall School | LCAP_3.38 AVID Hoodies | 1,849.60 |
| P26-03171 | Patricia Diaz dba: La Catrina Folk Art | Enrichment & Special Programs | LCAP_2.19 Matl/Supl Mckinna | 381.43 |
| P26-03173 | ORIENTAL TRADING COMPANY | Enrichment & Special Programs | LCAP_2.19 Matl/Supl Brekke Parade Pom Poms | 46.29 |
| P26-03177 | DeMoulin Brothers & Company | Enrichment & Special Programs | LCAP_2.19 Lopez Color Guard Silks | 474.41 |
| P26-03200 | Amazon Com | Kamala School | LCAP_3.38 MATL/SUPP (INST) | 114.71 |
| P26-03201 | Amazon Com | Kamala School | LCAP_3.38 MATL/SUPP (INST) | 23.98 |
| P26-03202 | Amazon Com | Kamala School | LCAP_3.38 MATL/SUPP (INST) | 125.64 |
| P26-03203 | Amazon Com | Kamala School | LCAP_3.38 MATL/SUPP (INST) | 94.59 |
| P26-03204 | Amazon Com | Information Technology | LCAP_5.39 ITS MAT/SUP | 87.36 |
| P26-03205 | Amazon Com | Kamala School | LCAP_3.38 MATL/SUPP (INST) | 95.01 |
| P26-03206 | Amazon Com | Elm School | LCAP_3.38 MATL/SUPP | 172.01 |
| P26-03207 | Amazon Com | Pupil Services | LCAP_2.06 MATL/SUP | 498.16 |
| P26-03208 | Amazon Com | McAuliffe School | LCAP_3.38 MATL/ SUPPL | 678.85 |
| P26-03209 | Amazon Com | Pupil Services | LCAP_2.06 MAT/SUPL | 249.19 |
| P26-03210 | Amazon Com | Enrichment & Special Programs | LCAP_2.19 Mat/Supl Brekke Driffill Parade | 402.12 |
| P26-03212 | Amazon Com | Elm School | LCAP_3.38 MATL/SUPP | 246.46 |
| P26-03214 | Amazon Com | Elm School | LCAP_3.38 MATL/SUPP | 141.30 |

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| PO Number | Vendor Name | Location | Description | |
|---|---|---|---|---|
| P26-03215 | Amazon Com | Enrichment & Special Programs | LCAP_2.19 Matl/Supl Sierra Linda Parade | 593.52 |
| P26-03216 | Amazon Com | Enrichment & Special Programs | LCAP_2.19 Matl/Supl Christmas Parade 3 sites | 407.36 |
| P26-03218 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 56.62 |
| P26-03219 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 185.39 |
| P26-03220 | Amazon Com | Elm School | LCAP_3.38 MATL/SUPP | 376.50 |
| P26-03222 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 125.11 |
| P26-03223 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 339.77 |
| P26-03224 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 129.86 |
| P26-03225 | Walmart | Enrichment & Special Programs | LCAP_2.19 Matl/supl Elm Parade | 495.39 |
| P26-03227 | Walmart | Enrichment & Special Programs | LCAP_2.19 Curren Holiday Parade | 248.24 |
| P26-03231 | Uline | Enrichment & Special Programs | LCAP_2.19 MTR-SUPP | 887.04 |
| P26-03240 | West Music Company Inc | Elm School | LCAP_3.38 MATL/SUPP | 489.20 |
| P26-03242 | Walmart | Enrichment & Special Programs | LCAP_2.19 Curren Holiday Parade | 838.77 |
| P26-03243 | Amazon Com | Enrichment & Special Programs | LCAP_2.19 Kamala Holiday Parade | 547.56 |
| P26-03244 | Walmart | Enrichment & Special Programs | LCAP_2.19 Curren Holiday Parade | 592.95 |
| P26-03245 | Uline | Lopez Academy | LCAP_3.38 MATL-SUPL (INST) | 764.16 |
| P26-03247 | Amazon Com | Driffill School | LCAP_3.38 MATERIALS & SUPPLIES ISP | 148.52 |
| P26-03248 | Amazon Com | Driffill School | LCAP_3.38 MATERIALS AND SUPPLIES | 746.05 |
| P26-03249 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 149.97 |
| P26-03250 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 177.13 |
| P26-03251 | Ashton Awards Inc Aswell Troph y | Ramona School | LCAP_3.38 MATL-SUPL | 149.34 |
| P26-03253 | Amazon Com | Driffill School | LCAP_3.38 PARENT ENGAGEMENT MATERIALS | 1,246.69 |
| P26-03254 | SMART AND FINAL-C.I. BLVD | Elm School | LCAP_3.38 MATL/SUPP | 1,000.00 |
| P26-03255 | CARNITAS EL BROTHER INC | Driffill School | LCAP_3.38 SIPDAY LUNCH 10/13/25 DRIFF/KAMALA | 2,643.85 |
| P26-03259 | Amazon Com | Sierra Linda School | LCAP_3.38 MATL/SUP-Ins Ms. Pera | 97.94 |
| P26-03260 | Amazon Com | Sierra Linda School | LCAP_3.38 MATL/SUP-Inst Ms. Pera (2) | 113.60 |
| P26-03261 | Amazon Com | Fremont School | LCAP_2.08 MAT/SUPL WELLNESS CENTER | 225.44 |
| P26-03262 | Amazon Com | Fremont School | LCAP_2.08 MAT/SUPL WELLNESS CENTER | 1,349.02 |
| P26-03263 | Amazon Com | Enrichment & Special Programs | LCAP_2.19 Matl/Supl McAuliffe Holiday Parade | 651.53 |
| P26-03264 | Amazon Com | Curren School | LCAP_3.38 Matls & Supp Instructional | 214.82 |

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| PO Number | Vendor Name | Location | Description | |
|---|---|---|---|---|
| P26-03265 | Amazon Com | Elm School | LCAP_3.38 MATL/SUPP | 548.98 |
| P26-03266 | Amazon Com | Enrichment & Special Programs | LCAP_2.19 Matl/Supl Fremont Holiday Parade | 117.32 |
| P26-03267 | Amazon Com | Elm School | LCAP_3.38 MAT/SUPP | 165.47 |
| P26-03268 | Amazon Com | Enrichment & Special Programs | LCAP_2.19 Matl/supl S.Lin/Ritchen | 302.26 |
| P26-03269 | COSTCO WHOLESALE CORPORATION | Elm School | LCAP_3.38 MATL./SUPP | 500.00 |
| P26-03274 | Amazon Com | Enrichment & Special Programs | LCAP_2.19 Matl/Supl Lopez Holiday Parade | 1,132.72 |
| P26-03275 | Amazon Com | Enrichment & Special Programs | LCAP_2.19 Matl/Supl Marshall/Frank Holiday Parade | 1,968.85 |
| P26-03276 | Amazon Com | Enrichment & Special Programs | LCAP_2.19 Matl/Supl Soria Holiday Parade | 1,277.84 |
| P26-03278 | Amazon Com | Enrichment & Special Programs | LCAP_2.19 Matl/Supl Driffill parade 2nd cart | 99.36 |
| P26-03279 | Amazon Com | Rose Avenue School | LCAP_2.19 MAT/SUPPLIES (Instructional) | 1,111.53 |
| P26-03280 | COSTCO WHOLESALE CORPORATION | Rose Avenue School | LCAP_2.19 MAT/SUPPLIES (Instructional) | 500.00 |
| P26-03281 | Lakeshore Learning Materials | Ramona School | LCAP_2.05 MATL-SUPL | 246.82 |
| P26-03282 | Lakeshore Learning Materials | Special Education | LCAP_2.05 Materials & Supplies for Mod/ Severe | 709.43 |
| P26-03305 | Walmart | Soria School | LCAP_3.38 MATL/SUP | 2,500.00 |
| P26-03308 | PEEBEE & JAY PH | Soria School | LCAP_3.38 MATL/SUP | 1,262.25 |
| P26-03311 | ODP BUSINESS SOLUTIONS, LLC | SchPerformance & StudOutcomes | LCAP_3.33 matl/sup - Testing | 859.07 |
| P26-03312 | ODP BUSINESS SOLUTIONS, LLC | Soria School | LCAP_3.38 MATL/SUPL | 109.83 |
| P26-03313 | Southwest Plastic Binding Co S outhwest Binding & Laminating | Graphics | Materials and Supplies | 917.53 |
| P26-03314 | CANON U.S.A., INC. | Graphics | Materials and Supplies | 912.47 |
| P26-03315 | Spicers Paper Inc | Graphics | Materials and Supplies | 3,815.49 |
| P26-03316 | Allcable Inc | Information Technology | LCAP_5.39 MAT/SUP | 475.24 |
| P26-03317 | CDW G | Information Technology | LCAP_5.39 ITS MAT/SUP | 170.43 |
| P26-03318 | Allcable Inc | Information Technology | LCAP_5.39 ITS MAT/SUP | 567.01 |
| P26-03325 | SQUARE GROVE LLC UPLIFT DESK | Risk Management | Matls/Sup - Ergo | 160.60 |
| P26-03326 | Douglas Industries | Facilities | LCAP_2.34 Materials and Supplies | 1,767.32 |
| P26-03350 | Walmart | Enrichment & Special Programs | LCAP_2.19 Matl/Supl Marina West Parade | 215.93 |
| P26-03351 | Walmart | Enrichment & Special Programs | LCAP_2.19 Matl/Supl Frank Holiday Parade | 470.63 |
| P26-03353 | Xielo Artisan Desserts | Elm School | LCAP_5.25 | 95.40 |

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|---|---|---|---|---|
| P26-03355 | Amazon Com | Information Technology | LCAP_5.39 ITS MAT/SUP | 824.42 |
| P26-03362 | Michaels Stores, Inc | Enrichment & Special Programs | LCAP_2.19 Matl/Supl Cookie Decorating and Parade | 2,217.06 |
| P26-03365 | AMERICAN PIZZA OXNARD | Marina West School | LCAP_3.38 MATL-Parent Part | 600.00 |
| P26-03366 | Home Depot Inc | Information Technology | LCAP_5.39 ITS MAT/SUP | 2,622.00 |
| P26-03367 | Uline | Enrichment & Special Programs | LCAP_2.19 Matl/Supl Holiday Parade Wagons | 1,372.99 |
| P26-03368 | Uline | Enrichment & Special Programs | LCAP_2.19 Matl/Supl Ramona Office | 2,031.51 |
| P26-03371 | School Specialty Inc | Lemonwood School | LCAP_3.38 MATL/SUP | 1,324.11 |
| P26-03374 | CORBEN HATCH POSTCARDGURU PRIN T & PROMO | Pupil Services | LCAP_2.08 MAT/SUPL | 191.19 |
| P26-03376 | Petroleum Telcom Inc DBA Telec om | Frank School | LCAP_3.38 Mat-Sup \| Telecom | 80.15 |
| P26-03377 | GOBULK.COM | SchPerformance & StudOutcomes | LCAP_3.33 matl/sup - Testing | 3,298.40 |
| P26-03378 | School Life, div of ImageStuff | Chavez School | LCAP_3.38 MTLS/SUPL-INSTR | 48.11 |
| P26-03380 | Gopher Sport | Math and PE Programs | LCAP_3.41 MATL/SUPP | 2,293.16 |
| P26-03381 | Gopher Sport | Math and PE Programs | LCAP_3.41 MATL/SUPP | 2,293.16 |
| P26-03382 | Gopher Sport | Math and PE Programs | LCAP_3.41 MATL/SUPP | 2,293.16 |
| P26-03383 | CDW G | Equity, Family, Cmty Engmt | LCAP_4.01 MTR-SUPP | 446.26 |
| P26-03388 | Superior Sanitary Supplies | Facilities | LCAP_2.34 Custodial Equipment / Sierra Linda | 969.52 |
| P26-03390 | School Specialty Inc | McAuliffe School | LCAP_3.38 MATL/SUPPL | 223.13 |
| P26-03391 | Walmart | Enrichment & Special Programs | LCAP_2.19 Ramona Holiday Parade | 159.27 |
| P26-03414 | Liberty Flags Inc | Business Services | MATLS SUP-ceremonies at schools | 588.86 |
| P26-03417 | Amazon Com | Soria School | LCAP_3.38 MATL/SUPL | 498.65 |
| P26-03418 | Amazon Com | Risk Management | Matls/Sup - Ergo | 96.26 |
| P26-03419 | Amazon Com | Risk Management | Matls/Sup - Ergo | 44.38 |
| P26-03420 | Amazon Com | Risk Management | Matls/Sup - Ergo | 135.95 |
| P26-03421 | Amazon Com | Risk Management | Matls/Sup - Ergo | 135.95 |
| P26-03422 | Amazon Com | Risk Management | Matls/Sup - Ergo | 347.10 |
| P26-03423 | Amazon Com | Risk Management | Matls/Sup - Ergo | 62.86 |
| P26-03424 | Amazon Com | Risk Management | Matls/Sup - Ergo | 62.86 |
| P26-03425 | Amazon Com | Risk Management | Matls/Sup - Ergo | 52.60 |
| P26-03426 | Amazon Com | Risk Management | Matls/Sup - Ergo | 33.35 |
| P26-03427 | Amazon Com | Risk Management | Matls/Sup - Ergo | 74.43 |
| P26-03428 | Amazon Com | Risk Management | Matls/Sup - Ergo | 51.88 |
| P26-03429 | Amazon Com | Risk Management | Matls/Sup - Ergo | 120.13 |

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| PO Number | Vendor Name | Location | Description | |
|---|---|---|---|---|
| P26-03430 | Amazon Com | Risk Management | Matls/Sup - Ergo | 135.95 |
| P26-03431 | Amazon Com | Risk Management | Matls/Sup - Ergo | 98.30 |
| P26-03432 | Amazon Com | Risk Management | Matls/Sup - Ergo | 156.36 |
| P26-03433 | Amazon Com | Risk Management | Matls/Sup - Ergo | 36.35 |
| P26-03434 | Amazon Com | Risk Management | Matls/Sup - Ergo | 317.22 |
| P26-03435 | Amazon Com | Risk Management | Matls/Sup - Ergo | 13.80 |
| P26-03436 | Amazon Com | Risk Management | Matls/Sup - Ergo | 51.32 |
| P26-03437 | Amazon Com | Risk Management | Matls/Sup - Ergo | 36.93 |
| P26-03438 | Amazon Com | Risk Management | Matls/Sup - Ergo | 21.83 |
| P26-03439 | Amazon Com | Risk Management | Matls/Sup - Ergo | 73.71 |
| P26-03440 | Amazon Com | Risk Management | Matls/Sup - Ergo | 202.05 |
| P26-03441 | Amazon Com | Risk Management | Matls/Sup - Ergo | 31.84 |
| P26-03442 | Amazon Com | Lopez Academy | LCAP_2.08 for Wellness Ctr | 1,060.65 |
| P26-03443 | Amazon Com | Risk Management | Matls/Sup - Ergo | 51.88 |
| P26-03444 | Amazon Com | Risk Management | Matls/Sup - Ergo | 29.49 |
| P26-03445 | Amazon Com | Risk Management | Matls/Sup - Ergo | 137.04 |
| P26-03446 | Amazon Com | Risk Management | Matls/Sup - Ergo | 137.04 |
| P26-03447 | Amazon Com | Risk Management | Matls/Sup - Ergo | 88.58 |
| P26-03448 | Amazon Com | Risk Management | Matls/Sup - Ergo | 22.55 |
| P26-03449 | Amazon Com | Risk Management | Matls/Sup - Ergo | 22.55 |
| P26-03450 | Amazon Com | Chavez School | LCAP_3.38 MTLS/SUPL-INSTR | 326.66 |
| P26-03451 | Amazon Com | Special Education | LCAP_2.05 Materials & Supplies for SpEd Dept. | 95.96 |
| P26-03452 | Amazon Com | Special Education | LCAP_2.05 Materials & Sup. for Annette Murgia | 157.08 |
| P26-03453 | Amazon Com | Special Education | LCAP_2.05 Materials & Sup for Annette Murgia | 21.82 |
| P26-03454 | Amazon Com | Frank School | LCAP_2.08 Mat-Sup \| WLNS \| Amazon | 535.23 |
| P26-03455 | Amazon Com | Special Education | LCAP_2.05 Materials & Supp. for Angelica Mulvihill | 172.33 |
| P26-03456 | Amazon Com | Special Education | LCAP_2.05 Materials & Supp for Angelica Mulvihill | 46.91 |
| P26-03457 | Amazon Com | Fremont School | LCAP_3.38 MAT/SUPL | 467.37 |
| P26-03458 | Amazon Com | Special Education | LCAP_2.05 Materials & Supp. for SpEd Department | 585.47 |
| P26-03459 | Amazon Com | Special Education | LCAP_2.05 Materials & Supplies for TK Class Gen Ed | 845.94 |
| P26-03460 | Amazon Com | Special Education | LCAP_2.05 Materials & Supp. for SpEd Department | 2,063.40 |
| P26-03461 | Amazon Com | Facilities | LCAP_2.34 Grounds Materials and Supplies | 328.40 |
| P26-03462 | Amazon Com | Fremont School | LCAP_3.38 MATL-SUPL | 131.15 |
| P26-03463 | Amazon Com | Soria School | LCAP_3.38 MATL/SUPL | 619.07 |
| P26-03464 | Amazon Com | Soria School | LCAP_3.38 MATL/SUPL | 194.42 |
| P26-03466 | Amazon Com | Brekke School | LCAP_2.05 MATL/SUPP | 151.35 |

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**Includes Purchase Orders dated 10/21/2025 - 12/17/2025**

| PO Number | Vendor Name | Location | Description | |
|---|---|---|---|---|
| P26-03467 | Amazon Com | Personnel Commission | mat/sup - Personnel Commission | 111.44 |
| P26-03468 | Amazon Com | McAuliffe School | LCAP_3.38 MATL/SUPPL | 220.22 |
| P26-03469 | Amazon Com | Brekke School | LCAP_2.05 MATL/SUPP | 53.07 |
| P26-03470 | Amazon Com | Ramona School | LCAP_3.38 MATL-SUPL | 163.33 |
| P26-03471 | Amazon Com | McAuliffe School | LCAP_3.38 MATL/SUPPL | 119.76 |
| P26-03472 | Amazon Com | Pupil Services | LCAP_2.06 MAT/SUPL | 78.47 |
| P26-03473 | Amazon Com | Pupil Services | LCAP_2.07 MAT/SUPL | 559.26 |
| P26-03474 | Amazon Com | Fremont School | LCAP_3.38 MATL-SUPL | 30.56 |
| P26-03475 | Amazon Com | Kamala School | LCAP_3.38 MATL/SUPP (INST) | 288.57 |
| P26-03476 | Amazon Com | Fremont School | LCAP_3.38 MATL-SUPL | 147.01 |
| P26-03477 | Amazon Com | Curren School | LCAP_3.38 Matls & Supp Instruct Sound Sys | 1,130.81 |
| P26-03478 | Amazon Com | Curren School | LCAP_3.38 Matls & Supplies Instructional | 787.99 |
| P26-03479 | Amazon Com | Frank School | LCAP_2.08 Mat-Sup \| WLNS \| Amazon | 144.17 |
| P26-03480 | Amazon Com | Sierra Linda School | LCAP_3.38 MATL/SUP-Inst Ms. Luna/Office | 275.06 |
| P26-03481 | Amazon Com | Chavez School | LCAP_3.38 MTLS/SUPL-INSTR | 513.45 |
| P26-03482 | Amazon Com | McAuliffe School | LCAP_3.38 MATL/SUPPL | 198.96 |
| P26-03483 | Amazon Com | Ritchen School | LCAP_3.38 MATl/SUP-Instructional | 247.52 |
| P26-03484 | Amazon Com | McAuliffe School | LCAP_3.38 MATL/SUPPL (NST) | 177.68 |
| P26-03485 | Amazon Com | Kamala School | LCAP_3.38 MATL/SUPP (INST) | 34.51 |
| P26-03486 | Amazon Com | Marina West School | LCAP_3.38 MATL-SUPL/INST | 394.25 |
| P26-03487 | Amazon Com | Marina West School | LCAP_3.38 MATL-SUPL/INST | 119.74 |
| P26-03488 | Amazon Com | Ritchen School | LCAP_3.38 - MATL/SUP-Instructional | 224.54 |
| P26-03489 | Amazon Com | Ritchen School | LCAP_3.38 - MATL/SUP-Instuctional | 20.51 |
| P26-03490 | Petroleum Telcom Inc DBA Telecom | Frank School | LCAP_3.38 Mat-Sup \| Telcom | 178.90 |
| P26-03492 | Amazon Com | Math and PE Programs | LCAP_3.41 MATL/SUPP STUDENT MANIPULATIVES | 189.20 |
| P26-03493 | Amazon Com | Math and PE Programs | LCAP_3.41 MATL/SUPP KINDER PE | 957.87 |
| P26-03494 | Amazon Com | Math and PE Programs | LCAP_3.41 MATL/SUPP KINDER PE | 999.41 |
| P26-03495 | Amazon Com | Math and PE Programs | LCAP_3.41 MATL/SUPP KINDER PE | 999.41 |
| P26-03497 | Amazon Com | Enrichment & Special Programs | LCAP_2.19 Matl/Supl Math Cookie Decorating | 436.27 |
| P26-03498 | Amazon Com | Special Education | LCAP_2.05 Materials & Supplies for E.Guerrero | 423.57 |
| P26-03500 | Amazon Com | Information Technology | LCAP_5.39 ITS MAT/SUP | 816.46 |
| P26-03501 | Amazon Com | Curren School | LCAP_3.38 Matls and Supp Instructional Jacks | 177.48 |

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**Includes Purchase Orders dated 10/21/2025 - 12/17/2025**

| PO Number | Vendor Name | Location | Description | |
|---|---|---|---|---|
| P26-03502 | Amazon Com | Curren School | LCAP_3.38 Matls and Supplies Instructional | 133.17 |
| P26-03503 | Lakeshore Learning Materials | McKinna School | LCAP_3.38 matl/sup-instructional | 98.29 |
| P26-03504 | Lakeshore Learning Materials | McKinna School | LCAP_3.38 matl/sup-Instructional | 791.76 |
| P26-03505 | Lakeshore Learning Materials | Special Education | LCAP_2.05 Material/Supp-Rachel &Lilly at SLinda | 435.91 |
| P26-03506 | ODP BUSINESS SOLUTIONS, LLC | Soria School | LCAP_3.38 MATL/SUPL | 159.82 |
| P26-03507 | Advantage Imaging Supply, Inc | Marina West School | LCAP_3.38 MATL-SUPL/INST | 1,000.00 |
| P26-03508 | Advantage Imaging Supply, Inc | Soria School | LCAP_3.38 MATL/SUPL | 3,027.21 |
| P26-03509 | AMERICAN PIZZA OXNARD | Marina West School | LCAP_3.38 MATL-Parent Part | 600.00 |
| P26-03512 | EAI Education Inc | McKinna School | LCAP_3.38 Matl/sup-instructional | 96.96 |
| P26-03513 | Ventris Learning LLC | Special Education | LCAP_2.05 Mat/Supl | 170.77 |
| P26-03517 | KBM, Inc dba: Coast Water Solutions | Facilities | LCAP_2.34 Grounds Irrigation Materials | 5,000.00 |
| P26-03519 | Amazon Com | McKinna School | LCAP_3.38 Matl/sup-instructional | 271.36 |
| P26-03521 | BARNES AND NOBLE BOOKSELLERS, INC. | Human Resources | LCAP_5.25 DEV H C MATL/SUPP (ADMIN ACA) | 734.16 |
| P26-03522 | Lakeshore Learning Materials | Special Education | LCAP_2.05 Supplies/Materials-Raigoza Rm 801 | 577.89 |
| P26-03523 | Perma Bound Books | Soria School | LCAP_3.38 BKS OTHER THAN BOOKS | 351.46 |
| P26-03524 | Raymond Geddes And Co Inc | Soria School | LCAP_3.38 MATL/SUPL | 154.26 |
| P26-03526 | Amazon Com | Lopez Academy | LCAP_2.08 for Wellness Ctr | 1,239.29 |
| P26-03527 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 959.25 |
| P26-03528 | Lakeshore Learning Materials | Teaching & Learning | LCAP_3.41 MATERIALS & SUPPLIES | 2,530.13 |
| P26-03529 | Lakeshore Learning Materials | Teaching & Learning | LCAP_3.41 MATERIALS & SUPPLIES | 2,582.64 |
| P26-03530 | Printech | Lopez Academy | LCAP_3.38 MATL-SUPL (INST) | 1,632.20 |
| P26-03531 | Printech | McKinna School | LCAP_3.38 Materials & Supplies-Instruction | 964.48 |
| P26-03533 | Amazon Com | Driffill School | LCAP_3.38 MATERIALS AND SUPLIES TOSA | 60.84 |
| P26-03534 | Amazon Com | Special Education | LCAP_2.05 Materials & Supplies for MM/ESN | 147.45 |
| P26-03535 | PLAZA CINEMAS 14 SANTA ROSA CI NEMAS LLC | Teaching & Learning | LCAP_1.20 SERV/Youth Cinema Project | 500.00 |
| P26-03536 | ODP BUSINESS SOLUTIONS, LLC | Special Education | LCAP_2.05 Materials & Supplies for MM/ESN | 222.76 |
| P26-03537 | Best Buy | Lopez Academy | LCAP_3.38 MATL-SUPL (INST) | 655.49 |
| P26-03538 | Amazon Com | Ramona School | LCAP_3.38 MATL-SUPL | 250.11 |
| P26-03540 | Amazon Com | Special Education | LCAP_2.05 Materials & Supplies for MM/ESN | 3,031.70 |
| P26-03541 | Amazon Com | Ramona School | LCAP_3.38 MATL-SUPL | 5,580.90 |
| P26-03543 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 183.67 |
| P26-03544 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 381.58 |

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| PO Number | Vendor Name | Location | Description | |
|---|---|---|---|---|
| P26-03545 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 310.66 |
| P26-03547 | VENTURA SIGNS& SCREEN PRINTING | Fremont School | LCAP_2.08 MAT/SUPL WELLNESS CENTER | 8,641.68 |
| P26-03553 | Nothing Bundt Cakes | Elm School | LCAP_5.25 | 182.40 |
| P26-03554 | West Music Company Inc | Math and PE Programs | LCAP_3.41 MATL/SUPP KINDER PE | 879.78 |
| P26-03557 | Amazon Com | Ritchen School | LCAP_3.38 MATL/SUP-Instructional | 90.79 |
| P26-03560 | Walmart | Frank School | LCAP_3.38 Mat-Sup \| Walmart PO \| Lost B/B Club | 500.00 |
| P26-03561 | Printech | Frank School | LCAP_3.38 Mat-Sup \| Printech \| Duplo supplies | 599.78 |
| P26-03563 | Amazon Com | Ramona School | LCAP_3.38 MATL-SUPL | 78.63 |
| P26-03567 | CARNITAS EL BROTHER INC | Educational Services | LCAP_5.25 MTLS | 4,604.89 |
| P26-03575 | Amazon Com | Kamala School | LCAP_3.38 MATL/SUPP (INST) | 261.76 |
| P26-03577 | Amazon Com | Frank School | LCAP_2.08 Mat-Sup \| WLNS \| Amazon | 825.52 |
| P26-03578 | Amazon Com | Frank School | LCAP_2.08 Mat-Sup \| WLNS \| Amazon | 969.58 |
| P26-03579 | Amazon Com | Frank School | LCAP_2.08 Mat-Sup \| WLNS \| Amazon | 766.90 |
| P26-03580 | Amazon Com | Brekke School | LCAP_2.05 MATL/SUPP | 222.96 |
| P26-03581 | Amazon Com | Harrington School | LCAP_3.38 MATL-SUPL | 558.17 |
| P26-03582 | LORENZO BISLIG dba/ 3RD WORLD UNLTD GRAPHICS | Kamala School | LCAP_3.38_MATL/SUPP | 849.69 |
| P26-03585 | Royal Buying Group Royal Perfo rmance Group | Pupil Services | LCAP_2.17 MATL/SUP | 3,275.78 |
| P26-03586 | TARGET CORPORATE GIFTCARDS | Pupil Services | LCAP_2.17 MATL/SUP | 1,000.00 |
| P26-03587 | CDW G | Harrington School | LCAP_3.38 MATERIALS & SUPPLIES | 654.19 |
| P26-03590 | Tom Rey Garcia dba/ Tomas Cafe & Gallery | Frank School | LCAP_2.08 Mat-Sup \| WLNS \| Tomas Cafe | 1,424.60 |
| P26-03592 | ORIENTAL TRADING COMPANY | Kamala School | LCAP_3.38 MATL/SUPP (INST) | 1,028.94 |
| P26-03596 | Amazon Com | Sierra Linda School | LCAP_3.38 MATL/SUP-Ins Ms. Laski | 4.76 |
| P26-03597 | Amazon Com | Lopez Academy | LCAP_3.38 MATL-SUPL (INST) | 976.77 |
| P26-03601 | Jose Luis Chavez dba La Fogata Restaurant | Kamala School | LCAP_3.38 Mat/Sup (SIP Day Oct 31) | 561.00 |
| P26-03603 | Lakeshore Learning Materials | McKinna School | LCAP_3.38 MATL/SUPL instructional-Morales | 89.54 |
| P26-03605 | Amazon Com | McKinna School | LCAP_3.38 Matl/sup-instructional | 371.72 |
| P26-03606 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 38.38 |
| P26-03607 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 235.59 |
| P26-03608 | Amazon Com | McKinna School | LCAP_3.38 Matl/sup-instructional-Palomares | 147.05 |
| P26-03613 | Wood Ranch Moorpark Inc. | Superintendent | HOSP/HOLIDAY | 1,968.53 |
| P26-03616 | Spicers Paper Inc | Graphics | Materials and Supplies | 2,957.40 |
| P26-03617 | Amazon Com | Pupil Services | LCAP_2.06 MAT/SUPL | 78.14 |

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| PO Number | Vendor Name | Location | Description | |
|---|---|---|---|---|
| P26-03619 | CN School & Office Sol, Inc Cu Iver-Newlin | Business Services | FURN/MATL/SUP-ceremonies at schools | 449.75 |
| P26-03625 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 219.58 |
| P26-03626 | Amazon Com | Enrichment & Special Programs | LCAP_2.19 Matl/Supl Lemonwood Missing Item | 18.56 |
| P26-03627 | Amazon Com | Marina West School | LCAP_3.38 MATL-SUPL/INST | 35.09 |
| P26-03628 | Amazon Com | Marina West School | LCAP_3.38 MATL-SUPL/INST | 119.23 |
| P26-03629 | Amazon Com | Marina West School | LCAP_3.38 MATL-SUPL/INST | 350.60 |
| P26-03630 | Amazon Com | Budget & Finance | MATL/SUP | 89.84 |
| P26-03631 | Amazon Com | Ritchen School | LCAP_3.38 MATL/SUP-Instructional | 520.72 |
| P26-03632 | DeMoulin Brothers & Company | Enrichment & Special Programs | LCAP_2.19 Matl/Supl Lopez Color Guard Holiday | 474.41 |
| P26-03635 | ODP BUSINESS SOLUTIONS, LLC | Marina West School | LCAP_3.38 MATL-SUPL/INST | 267.86 |
| P26-03637 | Tom Rey Garcia dba/ Tomas Cafe & Gallery | Sierra Linda School | LCAP_3.38 MATL/SUP-Ins ELAC Refreshments | 254.70 |
| P26-03640 | Amazon Com | Brekke School | LCAP_3.38 MATL/SUPP | 1,111.60 |
| P26-03641 | Amazon Com | McKinna School | LCAP_3.38 Matl/sup-instructional-Palomares | 121.92 |
| P26-03642 | Amazon Com | Lemonwood School | LCAP_3.38 MATL/SUP Inst. - Office | 145.32 |
| P26-03643 | Amazon Com | Lemonwood School | LCAP_3.38 MATL/SUP Inst. Delgado | 283.52 |
| P26-03644 | Amazon Com | Lemonwood School | LCAP_3.38 MATL/SUP Inst - Delgado/Office | 175.84 |
| P26-03645 | Amazon Com | Sierra Linda School | LCAP_3.38 MATL/SUP-Ins Office | 272.00 |
| P26-03646 | Amazon Com | Sierra Linda School | LCAP_3.38 MATL/SUP-Ins Ms. Alvarado | 160.34 |
| P26-03647 | Amazon Com | Lemonwood School | LCAP_3.38 MATL/SUP Inst. - Orozco | 92.80 |
| P26-03648 | Amazon Com | Sierra Linda School | LCAP_3.38 MATL/SUP-Ins Mr. Arreguin | 321.20 |
| P26-03649 | Amazon Com | Sierra Linda School | LCAP_3.38 MATL/SUP-Ins Ms. Heaton | 200.22 |
| P26-03650 | Amazon Com | Ritchen School | LCAP_3.38 MATL/SUP-Instructional | 481.67 |
| P26-03651 | Advantage Imaging Supply, Inc | Brekke School | LCAP_3.38 MATL/SUPP | 2,048.49 |
| P26-03658 | School Life, div of ImageStuff | Lemonwood School | LCAP_3.38 MATL/SUP Inst. - Attendance | 61.76 |
| P26-03661 | Gopher Sport | Enrichment & Special Programs | LCAP_2.19 matl/supl Soria | 545.46 |
| P26-03662 | Amazon Com | Frank School | LCAP_3.38 Mat-Sup \| Amazon \| Office supplies | 825.45 |
| P26-03664 | Amazon Com | Ramona School | LCAP_3.38 MATL-SUPL | 56.69 |
| P26-03665 | Amazon Com | Risk Management | Materials and Supplies | 32.45 |
| P26-03666 | Amazon Com | Information Technology | LCAP_5.39 ITS Mat/Sup | 523.67 |
| P26-03667 | Amazon Com | SchPerformance & StudOutcomes | LCAP_3.33 matl/sup - ELPAC Testing | 505.92 |
| P26-03670 | Amazon Com | Ritchen School | LCAP_3.38 MATL/SUP-Instructional | 128.80 |
| P26-03673 | School Specialty Inc | McAuliffe School | LCAP_3.38 MATL/SUPPL(INST) | 949.83 |

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| PO Number | Vendor Name | Location | Description | |
|---|---|---|---|---|
| P26-03675 | Amazon Com | Rose Avenue School | LCAP_2.05 MAT/SUPPLIES (Instructional) | 249.35 |
| P26-03676 | Amazon Com | Special Education | LCAP_2.05 Mat/Supp- Student at Chavez | 97.40 |
| P26-03677 | Amazon Com | Warehouse | MATL/SUP | 281.44 |
| P26-03678 | Lakeshore Learning Materials | Curren School | LCAP_2.05 Matls & Supplies Instructional Newman | 234.78 |
| P26-03680 | Amazon Com | Elm School | LCAP_3.38 MATl/SUPP | 313.50 |
| P26-03681 | Amazon Com | Ritchen School | LCAP_3.38 MATL/SUP-Instructional | 436.28 |
| P26-03682 | Amazon Com | Lemonwood School | LCAP_3.38 MATL/SUP Inst - Carrasco | 470.65 |
| P26-03683 | Amazon Com | Lemonwood School | LCAP_3.38 MATL/SUP Inst - Carrasco | 239.82 |
| P26-03684 | Amazon Com | SchPerformance & StudOutcomes | LCAP_3.33 Matl/sup - ELPAC Testing | 1,511.47 |
| P26-03685 | Amazon Com | Curren School | LCAP_3.38 Matls Supplies--Arts Supplies Prop 28 | 1,112.45 |
| P26-03686 | Amazon Com | Curren School | LCAP_3.38 Matls Supplies--Arts Supplies Prop 28 | 636.26 |
| P26-03687 | Amazon Com | Information Technology | LCAP_5.39 ITS MAT/SUP | 637.73 |
| P26-03691 | Amazon Com | Rose Avenue School | LCAP_3.38 MAT/SUPPLIES (Instructional) | 35.95 |
| P26-03692 | Amazon Com | McAuliffe School | LCAP_3.38 MATL/SUPPL | 175.17 |
| P26-03696 | ODP BUSINESS SOLUTIONS, LLC | Special Education | LCAP_2.05 Mat/Supp | 5,000.00 |
| P26-03698 | CDW G | Special Education | LCAP_2.05 COMP EQUIP/Reading Horizon headphones | 8,624.74 |
| P26-03700 | Calif Chamber Of Commerce | Risk Management | 2026 Cal Chamber Posters | 1,424.18 |
| P26-03702 | SOS Survival Products | Risk Management | Safety Materials & Supplies-WATER BARREL PRESERV. | 181.88 |
| P26-03704 | Ashton Awards Inc Aswell Troph y | Ramona School | LCAP_3.38 MATL-SUPL AR Ribbons | 1,684.90 |
| P26-03705 | Amazon Com | Enrichment & Special Programs | LCAP_2.19 MAT/ SUPL-ELOP | 200.94 |
| P26-03708 | Maad Graphics | Rose Avenue School | LCAP_3.38 MAT/SUPPLIES | 229.43 |
| P26-03712 | Grainger Inc | Rose Avenue School | LCAP_3.38 MAT/SUPPLIES (Instructional) | 133.53 |
| P26-03715 | STONEFIRE GRILL, 11 INC | Teaching & Learning | LCAP_3.02 MATERIALS & SUPPLIES | 703.88 |
| P26-03718 | COSTCO WHOLESALE CORPORATION | Equity, Family, Cmty Engmt | LCAP_4.01 DELAC MATL-SUPL | 1,000.00 |
| P26-03719 | COSTCO WHOLESALE CORPORATION | Ritchen School | LCAP_3.38 MATL/SUP-Instructional | 500.00 |
| P26-03721 | PIZZAMAN DAN'S | Soria School | LCAP_3.38 MATL/SUPL | 1,700.00 |
| P26-03728 | Lowe's | Equity, Family, Cmty Engmt | LCAP_4.01 DELAC MATL-SUPL | 500.00 |
| | | | **Total:010-4300 Materials And Supplies** | **347,596.23** |

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| PO Number | Vendor Name | Location | Description | |
|---|---|---|---|---|
| **010-4318** | **Computer Supplies** | | | |
| P26-02827 | CDW G | Information Technology | LCAP_5.39 ITS Hardware | 633.66 |
| P26-03000 | CDW G | Information Technology | LCAP_5.39 ITS EQUIP | 1,163.52 |
| P26-03001 | CDW G | Information Technology | LCAP_5.39 ITS COMP SUP | 2,661.33 |
| P26-03108 | CDW G | Information Technology | LCAP_5.39 ITS COMP SUP | 1,641.37 |
| P26-03144 | CDW G | Special Education | LCAP_2.05 COMPUTER EQUIP (E.Tavira Charco) | 402.70 |
| P26-03252 | Amazon Com | Pupil Services | LCAP_5.31 MAT/SUPLIES | 318.79 |
| P26-03287 | NETWORK CRAZE TECHNOLOGIES INC | Sierra Linda School | LCAP_3.38 Computer Supplies | 360.41 |
| P26-03298 | CDW G | Special Education | LCAP_2.05 COMPUTER EQUIPMENT(SpEd Translators) | 1,230.20 |
| P26-03389 | CDW G | Curren School | LCAP_3.38 Computer Supplies | 874.00 |
| | | | **Total:010-4318 Computer Supplies** | **9,285.98** |
| **010-4351** | **Misc Gardening Supplies** | | | |
| P26-03329 | Coastal Pipco | Facilities | LCAP_2.34 Grounds Irrigation Equipment / Brekke | 1,457.82 |
| | | | **Total:010-4351 Misc Gardening Supplies** | **1,457.82** |
| **010-4400** | **Non Cap Equip $1,500 - $9,999** | | | |
| P26-02865 | General Binding Corp. | Special Education | LCAP_2.05 EQUIP (LAMINATOR) | 2,917.70 |
| P26-02870 | Uline | Enrichment & Special Programs | LCAP_2.19 Warehouse Shelving | 685.05 |
| P26-02871 | Uline | Enrichment & Special Programs | LCAP_2.19 MATL/SUPP | 900.34 |
| P26-02896 | Grainger Inc | Information Technology | LCAP_5.39 ITS MAT/SUP | 5,130.07 |
| P26-03034 | Home Depot Inc | Frank School | LCAP_2.08 (Mat-Sup) WLNS. Home Depot | 1,000.71 |
| P26-03094 | SWEETWATER SOUND HOLDINGS, LLC | Enrichment & Special Programs | LCAP_2.19 Harrington Music Instruments | 7,197.67 |
| P26-03106 | School Specialty Inc | Special Education | LCAP_2.05 Material/Supplies - PASS TM SIERRA LINDA | 8,850.83 |
| P26-03123 | General Binding Corp. | Brekke School | LCAP_3.38 MATL/SUPP | 1,875.69 |
| P26-03329 | Coastal Pipco | Facilities | LCAP_2.34 Grounds Irrigation Equipment / Brekke | 1,895.90 |
| P26-03373 | JW PEPPER & SON | Elm School | LCAP_3.38 Non Capital Equip | 6,794.26 |
| P26-03499 | Amazon Com | Fremont School | LCAP_3.38 Non-Capital Equip MAT/SUPL | 1,073.25 |
| P26-03516 | CN School & Office Sol, Inc Cu Iver-Newlin | Business Services | FURN/MATL/SUP-PLomeli | 1,696.71 |
| P26-03518 | Great Western Recreation, LLC | Facilities | LCAP_2.34 Grounds Playground Equipt / Sierra Linda | 2,884.51 |

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**Includes Purchase Orders dated 10/21/2025 - 12/17/2025**

| PO Number | Vendor Name | Location | Description | |
|---|---|---|---|---|
| P26-03695 | United Refrigeration Inc | Facilities | LCAP_2.34 HVAC Equipment / Harrington | 5,118.17 |
| P26-03711 | Uline | Special Education | LCAP_2.05 EQUIP (DESKS) | 3,575.97 |
| | | | **Total:010-4400 Non Cap Equip $1,500 - $9,999** | **51,596.83** |
| **010-4418** | **Computer Equip $1,500 - $9,999** | | | |
| P26-02941 | CDW G | Information Technology | LCAP_5.39 ITS Hardware | 2,266.94 |
| P26-03143 | CDW G | Fremont School | LCAP_3.38 MATL-SUPL | 3,992.54 |
| P26-03145 | CDW G | Special Education | LCAP_2.05 Comp Equip-K.HENRY | 1,958.68 |
| P26-03146 | CDW G | Teaching & Learning | LCAP_ COMPUTER SUPPLIES (DIRECTOR, ANGUIANO) | 1,857.47 |
| P26-03270 | CDW G | McAuliffe School | LCAP_3.38 MATL/SUPPL | 1,857.47 |
| P26-03271 | CDW G | Ramona School | LCAP_3.38 Computer Equipment | 1,567.96 |
| P26-03298 | CDW G | Special Education | LCAP_2.05 COMPUTER EQUIPMENT(SpEd Translators) | 4,400.09 |
| P26-03331 | CDW G | Information Technology | LCAP_5.39 ITS COMP EQUIP | 4,424.63 |
| P26-03401 | CDW G | Fremont School | LCAP_3.38 Computer Equip over $500-Matls/Suppl | 1,330.85 |
| P26-03402 | CDW G | Marina West School | LCAP_3.38 Comp Suppl | 1,620.36 |
| P26-03583 | Amazon Com | Fremont School | LCAP_3.38 MATL-SUPL | 759.62 |
| P26-03588 | CDW G | Brekke School | LCAP_3.38 Mtl/Supl | 692.95 |
| P26-03598 | CDW G | Lopez Academy | LCAP_3.38 MATL-SUPL (INST) | 1,511.65 |
| P26-03599 | CDW G | Special Education | LCAP_2.05 Mat/Supp Speech Paras | 18,414.00 |
| P26-03600 | CDW G | Human Resources | LCAP_5.25 COMP EQUIP RET H C (Cert HR) | 9,796.95 |
| P26-03699 | CDW G | Information Technology | LCAP_5.39 ITS Hardware | 1,229.06 |
| P26-03707 | SCHOOL TECH SUPPLY | SchPerformance & StudOutcomes | Equip_Private School - Santa Clara | 2,855.04 |
| P26-03713 | ODP BUSINESS SOLUTIONS, LLC | Special Education | LCAP_2.05 Equip | 728.88 |
| P26-03722 | CDW G | Special Education | LCAP_2.05 COMPUTER EQUIPMENT SAN MIGUEL | 2,127.46 |
| | | | **Total:010-4418 Computer Equip $1,500 - $9,999** | **63,392.60** |
| **010-5100** | **Subagreements for Services** | | | |
| P26-02821 | CRISIS PREVENTION INSTITUTE | Pupil Services | LCAP_2.26 Training | 202,274.50 |
| P26-02919 | WENDY W.MURAWSKI 2TEACH GLOBAL | Special Education | LCAP_2.05 SERV | 8,730.00 |
| P26-03170 | Ventura Co Office Of Education | Pupil Services | LCAP_2.31 (SERV- Transportation Foster Youth) | 47,141.20 |
| | | | **Total:010-5100 Subagreements for Services** | **258,145.70** |
| **010-5200** | **Travel and Conference** | | | |
| P26-02858 | CABE | Educational Services | LCAP_3.05 Travel/Conf Dr. Fox | 1,220.00 |

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|---|---|---|---|---|
| P26-02869 | HAMPTON INN RIVERSIDE DOWNTOWN | Soria School | LCAP_3.38 CONF / INST | 3,812.60 |
| P26-02872 | PORTOLA HOTEL & SPA | Risk Management | CONF | 833.92 |
| P26-02901 | Ventura Co Office Of Education SELPA | Special Education | LCAP_2.05 Travel & Conference for Erika Dowd | 50.00 |
| P26-02902 | Ventura Co Office Of Education SELPA | Special Education | LCAP_2.05 Travel & Conf. for Daniela Navarro | 110.00 |
| P26-02945 | CALIFORNIANS TOGETHER | Educational Services | LCAP_3.05 Travel/Conf- Dr. Fox | 100.00 |
| P26-02995 | VENTURA UNIFIED SCHOOL DIST | Teaching & Learning | LCAP_3.16 CONFERENCE REGISTRATION | 11,000.00 |
| P26-02996 | San Diego Co Supt. of Schools | Teaching & Learning | LCAP_3.04 TRAVEL & CONFERENCE | 130.00 |
| P26-03009 | CMC | Math and PE Programs | LCAP_3.09 TRVL/CONF FOR CMC CONF | 3,141.00 |
| P26-03023 | Ventura Co Office Of Education SELPA | Special Education | LCAP_2.05 Travel & Conf. for Joanne Kim | 70.00 |
| P26-03024 | Ventura Co Office Of Education SELPA | Special Education | LCAP_2.05 Travel & Conf. for Daniela Navarro | 70.00 |
| P26-03025 | Ventura Co Office Of Education SELPA | Special Education | LCAP_2.05 Travel & Conf. for Laura Herrera | 70.00 |
| P26-03026 | Ventura Co Office Of Education SELPA | Special Education | LCAP_2.05 Travel & Conf. for Ariana Sani-Tolman | 70.00 |
| P26-03029 | Ventura Co Office Of Education SELPA | Special Education | LCAP_2.05 Travel & Conf. for Keely Henkel | 70.00 |
| P26-03059 | Welcome Palm Springs, LLC dba: Riviera Resort & Spa Palm S | Math and PE Programs | LCAP_3.09 TRVL/CONF FOR CMC CONF | 8,927.19 |
| P26-03065 | Residence Inn by Marriott LLC/ San Diego Oceanside | Teaching & Learning | LCAP_3.06 Travel & Conference | 1,015.32 |
| P26-03069 | Southwest Airlines | Human Resources | LCAP_3.01 CONF/TRAV (A Cordes) | 356.96 |
| P26-03070 | Southwest Airlines | Risk Management | CONF | 377.95 |
| P26-03081 | CMC SOUTH | Driffill School | LCAP_3.38 MATH CONFERENCE 11/6 PALM SPRINGS MONROY | 385.00 |
| P26-03102 | Ventura Co Office Of Education SELPA | Special Education | LCAP_2.05 Travel & Conf. for Annabelle Guerrero | 70.00 |
| P26-03103 | Ventura Co Office Of Education SELPA | Special Education | LCAP_2.05 Travel & Conf. for Amanda Lee | 70.00 |
| P26-03155 | CASBO | Business Services | LCAP_3.24 CONF-CASBO 2026 Conference | 945.00 |
| P26-03176 | SCHOOL SERVICES OF CALIFORNIA, INC. | Business Services | LCAP_3.04 CONF-Plan.Red. webinar 12-2-25/KP | 290.00 |
| P26-03236 | Calif Assn Of Latino Supt & Ad | Human Resources | LCAP_3.01 TRAV/CONF (SC/AC) | 1,950.00 |
| P26-03237 | CASBO | Budget & Finance | LCAP_3.24 (CASBO) Virtual Webinars C Garibay | 2,125.00 |
| P26-03238 | CASBO | Budget & Finance | LCAP_3.24 (CASBO) Virtual Webinars K Alvarado | 365.00 |
| P26-03239 | CASBO | Budget & Finance | LCAP_3.24 (CASBO) Virtual Webinars D Chavez Jr | 2,125.00 |

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|---|---|---|---|---|
| P26-03241 | Ventura Co Office Of Education SELPA | Special Education | LCAP_2.05 Travel & Conf. for Cindy Evans | 70.00 |
| P26-03272 | CALIFORNIA IT IN EDUCATION | Teaching & Learning | LCAP_3.06 TRVL/CONF TO IT CONF. | 645.00 |
| P26-03288 | Hyatt Regency Long Beach | Budget & Finance | LCAP_3.24 CONF/TRVL | 300.92 |
| P26-03289 | Hilton Long Beach | Enrichment & Special Programs | LCAP_2.19 Conference | 3,488.37 |
| P26-03290 | NEX SJ LLC SIGNIA BY HILTON SA N JOSE | Human Resources | LCAP_3.01 DEV H C_TRAV/CONF (AC) | 827.38 |
| P26-03291 | THE CURTIS HOTEL | Special Education | LCAP_2.05 Conferences and Travel-DHH Jan 2026 | 4,722.60 |
| P26-03292 | MARRIOTT MISSION VALLEY | Teaching & Learning | LCAP_3.04 TRAVEL & CONFERENCE (BERTHA ANGUIANO) | 457.52 |
| P26-03293 | Welcome Palm Springs, LLC dba: Riviera Resort & Spa Palm S | Driffill School | LCAP_3.38 HOTEL RES FOR PALM SPGS MATH CONF 11/6 | 896.26 |
| P26-03295 | Manchester Grand Hyatt | Business Services | LCAP_3.24 CONF-CASBO 2026 Conference | 1,145.07 |
| P26-03296 | Sheraton Grand Sacramento | Teaching & Learning | LCAP_3.06 TRVL/CONF TO IT CONF. | 823.09 |
| P26-03320 | SCHOOL SERVICES OF CALIFORNIA, INC. | Superintendent | LCAP_5.03 Webinar 12/9/25 | 290.00 |
| P26-03321 | The Center for Systems Awarene ss | Superintendent | LCAP_5.03 CONF | 4,500.00 |
| P26-03324 | CSPCA - PHILIP J GORDILLO EXEC UTIVE DIRECTOR | Personnel Commission | conf Personnel Commission | 600.00 |
| P26-03334 | The Ventura County School Coun seling Association | Fremont School | LCAP_3.38 TRAVEL/ CONF | 75.00 |
| P26-03338 | Southwest Airlines | Superintendent | LCAP_5.03 CONF | 470.95 |
| P26-03339 | Southwest Airlines | Superintendent | LCAP_5.03 CONF | 462.95 |
| P26-03340 | Southwest Airlines | Superintendent | LCAP_5.03 CONF | 470.95 |
| P26-03341 | San Francisco Airport Marriott Waterfront | Educational Services | LCAP_3.05 Travel/Conf- Dr. Fox | 800.00 |
| P26-03342 | Hyatt Regency Long Beach | Purchasing | LCAP_3.24 CONF/TRVL | 300.92 |
| P26-03343 | Hilton San Diego Bayfront | Special Education | LCAP_2.05 Conferences and Travel-ACSA Jan 2026 | 3,342.74 |
| P26-03345 | Calif Assn Of Latino Supt & Ad | Educational Services | LCAP_3.05 Travel/Conf- Dr. Fox | 975.00 |
| P26-03346 | CASBO | Purchasing | LCAP_3.24 /ANNUAL CONF-WIL CONF | 1,890.00 |
| P26-03347 | ACSA/FOUNDATION FOR EDUCATIONA L ADMIN. | Special Education | LCAP_2.05 TRVL/CONF | 1,900.00 |
| P26-03348 | Ventura Co Office Of Education SELPA | Special Education | LCAP_2.05 Travel & Conf. Elizabeth Segura | 70.00 |
| P26-03349 | Ventura Co Office Of Education SELPA | Special Education | LCAP_2.05 Travel & Conference for Hannah Wrout | 70.00 |
| P26-03354 | SAN DIEGO MISSION BAY RESORT | Human Resources | LCAP_3.01 DEV H C_TRAV/CONF (AC) | 963.24 |

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|---|---|---|---|---|
| P26-03375 | CSPCA | Personnel Commission | Conf - Personnel Comm | 6,392.00 |
| P26-03384 | San Francisco Airport Marriott Waterfront | Human Resources | LCAP_3.01 DEV H C_TRAV/CONF (SC/AC) | 1,600.00 |
| P26-03385 | WESTIN SAN DIEGO BAYVIEW | Personnel Commission | conf - Personnel Commission | 7,845.76 |
| P26-03394 | ACSA/FOUNDATION FOR EDUCATIONA L ADMIN. | Human Resources | LCAP_3.01 DEV H C_TRAV/CONF (AC) | 650.00 |
| P26-03395 | CSPCA | Human Resources | LCAP_3.01 DEV H C TRAV/CONF (MM) | 799.00 |
| P26-03396 | CSPCA | Human Resources | LCAP_3.01 DEV H C TRAV/CONF (SC) | 799.00 |
| P26-03397 | Ventura Co Office Of Education | Kamala School | LCAP_3.38 Conference | 280.00 |
| P26-03399 | Ventura Co Office Of Education | Chavez School | LCAP_3.38 CONFERENCE | 280.00 |
| P26-03407 | WESTIN SAN DIEGO BAYVIEW | Human Resources | LCAP_3.01 TRAV/CONF (MM) | 1,037.38 |
| P26-03408 | WESTIN SAN DIEGO BAYVIEW | Human Resources | LCAP_3.01 TRAV/CONF (SC) | 1,037.38 |
| P26-03409 | CASBO | Human Resources | LCAP_3.01 DEV H C TRAV/CONF (VW) | 495.00 |
| P26-03410 | HOTEL DENA | Soria School | LCAP_3.38 Travel & Conf. Hotel | 2,137.65 |
| P26-03411 | Embassy Suites La Quinta Hotel | Teaching & Learning | LCAP_3.04 TRAVEL & CONFERENCE | 1,051.96 |
| P26-03412 | Stonelex D Victor, LLC dba Hya tt Regency San Francisco | Superintendent | LCAP_5.03 CONF | 2,241.45 |
| P26-03510 | Association of California Scho ol Administrators | Curren School | LCAP_3.38 Professional Dev. Conf & Travel | 3,600.00 |
| P26-03549 | CABE | Curren School | LCAP_3.38 Registration Conferences PD | 4,185.00 |
| P26-03550 | OXNARD PERFORMING ARTS CENTER CORP | Special Education | LCAP_2.05 RNTL | 1,670.00 |
| P26-03559 | Hilton San Diego Bayfront | Curren School | LCAP_3.38 Travel & Conference | 6,541.92 |
| P26-03573 | CASBO | Budget & Finance | LCAP_3.24 (CASBO) TRVL/CONF | 1,485.00 |
| P26-03574 | Ventura Co Office Of Education SELPA | Special Education | LCAP_2.05 Travel & Conf. Angelica Mulvihill | 70.00 |
| P26-03602 | Ventura Co Office Of Education SELPA | Special Education | LCAP_2.05 Travel & Conference for Jennifer Miadich | 70.00 |
| P26-03612 | Datam SF, LLC Hotel Nikko San Francisco | Curren School | LCAP_3.38 Prof Dev Travel & Conference | 3,600.00 |
| P26-03618 | CASBO | Purchasing | LCAP_3.24 /CONF | 495.00 |
| P26-03620 | CABE | Superintendent | CONF/MEMB | 1,100.00 |
| P26-03653 | SELPA Administrators of CA Att n: Dr. Scott Turner, Treasu | Special Education | LCAP_2.05 TRVL/CONF | 1,073.64 |
| P26-03654 | Historic Mission Inn Corp. | Special Education | LCAP_2.05 TRVL/CONF | 1,793.01 |
| P26-03655 | The Cliffs Resort | Human Resources | LCAP_3.4 TRAV/CONF Lodging for Conference | 686.22 |
| P26-03714 | CABE | Teaching & Learning | LCAP_3.06 TRAVEL & CONFERENCE(Director & TOSA) | 8,385.00 |

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|---|---|---|---|---|
| P26-03720 | Association of College Educato rs - Deaf & Hard of Hearing | Special Education | LCAP_2.05 Travel/Conf | 2,000.00 |
| P26-03723 | Foundation for California Comm unity College | Enrichment & Special Programs | LCAP_2.19 CONF | 1,500.00 |
| P26-03725 | San Francisco Marriott Marquis Hotel | Teaching & Learning | LCAP_3.05 TRAVEL & CONFERENCE (Director) | 1,690.67 |
| P26-03726 | Datam SF, LLC Hotel Nikko San Francisco | Teaching & Learning | LCAP_3.06 TRAVEL & CONFERENCE (TOSA) | 7,200.00 |
| | | | **Total:010-5200 Travel and Conference** | **144,099.94** |
| **010-5220** | **Trvl/Conf Trstee Area 5 Gonzal** | | | |
| P26-03335 | Southwest Airlines | Superintendent | LCAP_5.02 CONF | 462.95 |
| P26-03413 | Stonelex D Victor, LLC dba Hya tt Regency San Francisco | Superintendent | LCAP_5.02 CONF | 2,241.45 |
| P26-03551 | AMTRAK | Superintendent | LCAP_5.02 CONF | 58.00 |
| P26-03620 | CABE | Superintendent | CONF/MEMB | 1,015.00 |
| | | | **Total:010-5220 Trvl/Conf Trstee Area 5 Gonzal** | **3,777.40** |
| **010-5223** | **Trvl/Conf Trstee Area 2 Melane** | | | |
| P26-03336 | United Airlines, Inc | Superintendent | LCAP_5.02 CONF | 524.58 |
| P26-03413 | Stonelex D Victor, LLC dba Hya tt Regency San Francisco | Superintendent | LCAP_5.02 CONF | 2,241.45 |
| P26-03620 | CABE | Superintendent | CONF/MEMB | 1,015.00 |
| | | | **Total:010-5223 Trvl/Conf Trstee Area 2 Melane** | **3,781.03** |
| **010-5224** | **Trvl/Conf Trstee Area 3 Robles** | | | |
| P26-03413 | Stonelex D Victor, LLC dba Hya tt Regency San Francisco | Superintendent | LCAP_5.02 CONF | 2,241.45 |
| P26-03620 | CABE | Superintendent | CONF/MEMB | 1,015.00 |
| | | | **Total:010-5224 Trvl/Conf Trstee Area 3 Robles** | **3,256.45** |
| **010-5225** | **Trvl/Conf Trstee Area 1 Salas** | | | |
| P26-03337 | Southwest Airlines | Superintendent | LCAP_5.02 CONF | 462.95 |
| P26-03413 | Stonelex D Victor, LLC dba Hya tt Regency San Francisco | Superintendent | LCAP_5.02 CONF | 2,241.45 |
| P26-03551 | AMTRAK | Superintendent | LCAP_5.02 CONF | 58.00 |
| P26-03620 | CABE | Superintendent | CONF/MEMB | 1,015.00 |
| | | | **Total:010-5225 Trvl/Conf Trstee Area 1 Salas** | **3,777.40** |
| **010-5300** | **Dues and Memberships** | | | |
| P26-03319 | ROTARY CLUB OF WEST VENTURA CO | Superintendent | LCAP_5.03 Membership | 528.00 |
| P26-03674 | ASCA | Pupil Services | LCAP_3.20 ASCA Membership | 224.00 |
| | | | **Total:010-5300 Dues and Memberships** | **752.00** |
| **010-5600** | **Rentals, Leases and Repairs** | | | |
| P26-02818 | United Rentals (North America) | Harrington School | LCAP_2.19 Rentals | 995.56 |

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|---|---|---|---|---|
| P26-02857 | Facilitron, Inc. | Enrichment & Special Programs | LCAP_2.19 Superintendent Fellows College Park | 449.00 |
| P26-02997 | OXNARD PERFORMING ARTS CENTER CORP | Teaching & Learning | LCAP_1.11 Rental | 1,650.00 |
| P26-03246 | Affordable Tables And Chairs | Elm School | LCAP_3.38 RENTALS | 268.00 |
| P26-03370 | United Rentals (North America) | Marina West School | LCAP_3.38 RENTL | 477.78 |
| P26-03525 | JS Hospitality Group, LLC Cour tyard by Marriott Oxnard | Special Education | LCAP_2.05 Rentals | 557.87 |
| P26-03535 | PLAZA CINEMAS 14 SANTA ROSA CI NEMAS LLC | Teaching & Learning | LCAP_1.20 SERV/Youth Cinema Project | 2,200.00 |
| | | | **Total:010-5600 Rentals, Leases and Repairs** | **6,598.21** |
| **010-5631** | **Maintenance Agreements** | | | |
| P26-02865 | General Binding Corp. | Special Education | LCAP_2.05 EQUIP (LAMINATOR) | 552.81 |
| | | | **Total:010-5631 Maintenance Agreements** | **552.81** |
| **010-5632** | **Repairs** | | | |
| P26-02824 | Diversified Thermal Services, LLC | Facilities | LCAP_2.34 / SERV | 100,000.00 |
| P26-02967 | Petroleum Telcom Inc DBA Telec om | Curren School | LCAP_3.38 Radio Repairs | 243.58 |
| P26-03020 | Green Globe HVAC, Inc. | Facilities | LCAP_2.34 SERV | 100,000.00 |
| P26-03310 | National Auto Body and Paint | Transportation | LCAP_2.30 REPAIR | 1,697.86 |
| P26-03328 | TAFT ELECTRIC | Facilities | LCAP_2.34 Electrical Repair / Driffill | 560.00 |
| P26-03352 | Herk Edwards, Inc. | Facilities | LCAP_2.34 SERV | 50,000.00 |
| P26-03568 | PAEZ ELECTRONICS INC TECHTRONI X | Transportation | LCAP_2.30 REPAIRS | 8,000.00 |
| P26-03701 | SUPERIOR COLLISION, INC FIX AU TO OXNARD SOUTH | Risk Management | LiabiiltyClaim#VC260139 | 1,510.69 |
| | | | **Total:010-5632 Repairs** | **262,012.13** |
| **010-5800** | **Professional Services** | | | |
| P26-02806 | Ventura Co Office Of Education | Teaching & Learning | LCAP_1.11 Student Compe VCOE | 50.00 |
| P26-02821 | CRISIS PREVENTION INSTITUTE | Pupil Services | LCAP_2.26 Training | 50,000.00 |
| P26-02822 | EQ Landscaping Inc. | Facilities | SERV/ GROUNDS | 35,280.00 |
| P26-02823 | Mobile Ed Productions, Inc | Frank School | LCAP_3.38 SERV | 2,500.00 |
| P26-02825 | INSIGHT ENVIRONMENTAL, INC. | Facilities | LCAP_2.34 / SERV | 18,000.00 |
| P26-02826 | CDW G | Information Technology | LCAP_5.39 ITS Service/Software | 9,358.62 |
| P26-02893 | BELFOR USA GROUP, INC | Risk Management | Liability Claim # VC260514 | 3,537.83 |
| P26-02898 | Ventura Co Office Of Education | SchPerformance & StudOutcomes | services_private school - Santa Clara | 4,000.00 |
| P26-02919 | WENDY W.MURAWSKI 2TEACH GLOBAL | Special Education | LCAP_2.05 SERV | 50,000.00 |
| P26-02923 | IMAGE APPAREL FOR BUSINESS | Facilities | SERV (25-26 SCHOOL SITE CUST. UNIFORMS) | 1,548.29 |

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|---|---|---|---|---|
| P26-02927 | OLAS EXPRESS LAUNDROMAT | Human Resources | LCAP_3.01 SERV (Recruitment/Events) | 500.00 |
| P26-02944 | Blue Outdoor LLC | Human Resources | LCAP_5.25 SERV (RECRUITMENT) | 7,500.00 |
| P26-03002 | William Venegas Hip Hop Mindse t, LLC | Chavez School | LCAP_3.38 INCENTIVE | 50.00 |
| P26-03006 | Southern Calif Edison Co | Facilities | LCAP_2.34 Service / OSC | 813.08 |
| P26-03010 | Department Of Industrial Relat | Facilities | LCAP_2.34 Conveyance Fees / Kam, Harr. | 450.00 |
| P26-03018 | ALVARO VENEGAS dba/ SWEAT III | Educational Services | LCAP_3.38 SERV FREMONT & CURREN | 29,250.00 |
| P26-03019 | Read Naturally, Inc | Special Education | LCAP_3.06 | 4,000.00 |
| P26-03028 | ARC DOCUMENT SOLUTIONS | Facilities | LCAP_2.34 Prof Service / OSC Archives | 115,423.80 |
| P26-03033 | SCRIPPS NATIONAL SPELLING BEE INC | Ramona School | LCAP_3.38 Spelling Bee Registation | 188.50 |
| P26-03045 | SCRIPPS NATL SPELLING BEE | Fremont School | LCAP_3.38 SERV | 188.50 |
| P26-03046 | SCRIPPS NATIONAL SPELLING BEE INC | Rose Avenue School | LCAP_3.38 REGISTRATION FEE | 188.50 |
| P26-03053 | SCRIPPS NATIONAL SPELLING BEE INC | Driffill School | LCAP_3.38 SPELLING BEE 2025-2026 | 188.50 |
| P26-03054 | SCRIPPS NATIONAL SPELLING BEE INC | McAuliffe School | LCAP_3.38 Spelling Bee Fees | 188.50 |
| P26-03057 | BIOMETRICS4ALL, INC | Human Resources | SERV (Fingerprinting Relay Fees) | 960.00 |
| P26-03071 | MONTGOMERY HARDWARE CO | Facilities | LCAP_2.34 SERV | 100,000.00 |
| P26-03076 | Pacific Educators Inc. | Soria School | LCAP_3.38 SERV/INS | 392.00 |
| P26-03078 | Securly, Inc. | Soria School | LCAP_3.38 SERV/INST | 2,975.00 |
| P26-03080 | Spark Hire, Inc. | Personnel Commission | Services - Personnel Commission | 1,820.00 |
| P26-03083 | Cardea Services | Teaching & Learning | LCAP_3.12 SERV | 13,000.00 |
| P26-03084 | Superboat Inc. dba. Island Pac kers | Frank School | LCAP_3.38 Title I Funds | 4,080.00 |
| P26-03085 | Scott Hall | Business Services | Appraisal Services | 10,000.00 |
| P26-03109 | Dial Security | Facilities | LCAP_2.34 Alarm Monitor/ Driffill & Harr | 600.00 |
| P26-03110 | Dial Security | Facilities | LCAP_2.34 Alarm Monitor/ McAuliffe | 720.00 |
| P26-03111 | Dial Security | Facilities | LCAP_2.34 Alarm Monitor/ Ritchen | 216.00 |
| P26-03112 | Dial Security | Facilities | LCAP_2.34 Alarm Monitor/ OSC | 1,620.00 |
| P26-03113 | Dial Security | Facilities | LCAP_2.34 Alarm Monitor/ Marina West | 780.00 |
| P26-03114 | Dial Security | Facilities | LCAP_2.34 Alarm Monitor/ Brekke | 5,040.00 |
| P26-03115 | Dial Security | Facilities | LCAP_2.34 Alarm Monitor/Warehouse & Transportation | 1,080.00 |
| P26-03116 | Dial Security | Facilities | LCAP_2.34 Alarm Monitor/ ESC | 2,088.00 |
| P26-03117 | Dial Security | Facilities | LCAP_2.34 Alarm Monitor/ Enrollment Center | 1,380.00 |

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**Includes Purchase Orders dated 10/21/2025 - 12/17/2025**

| PO Number | Vendor Name | Location | Description | |
|---|---|---|---|---|
| P26-03158 | EMPIRE CABLING, INC. | Information Technology | LCAP_5.39 ITS SERV | 3,000.01 |
| P26-03163 | OXNARD DOWNTOWNERS | Lemonwood School | LCAP_3.38 Services - Christmas Parade | 70.00 |
| P26-03164 | DARYTON A. RAMSEY 3E CONSULTIN G GROUP | Educational Services | LCAP_3.05 SERV (APs-Daryton) | 138,000.00 |
| P26-03165 | Vendurance Inc | Enrichment & Special Programs | LCAP_2.19 Driffill Cross Country | 500.00 |
| P26-03174 | Children's Museum of Santa Bar bara, MOXI | Driffill School | LCAP_3.38 MOXI MUSEUM 9/27/25 | 480.00 |
| P26-03178 | Document Shredding Specialists | District Office | SERV | 2,025.00 |
| P26-03179 | Document Shredding Specialists | Driffill School | LCAP_3.38 SERV | 300.00 |
| P26-03180 | Document Shredding Specialists | Harrington School | LCAP_3.38 SERV | 225.00 |
| P26-03181 | Document Shredding Specialists | Lemonwood School | LCAP_3.38 SERV | 300.00 |
| P26-03182 | Document Shredding Specialists | McAuliffe School | LCAP_3.38 SERV | 225.00 |
| P26-03183 | Document Shredding Specialists | Rose Avenue School | LCAP_3.38 SERV | 250.00 |
| P26-03184 | Document Shredding Specialists | San Miguel School | LCAP_3.38 SERV | 300.00 |
| P26-03185 | Document Shredding Specialists | Frank School | LCAP_3.38 SERV | 225.00 |
| P26-03186 | Document Shredding Specialists | Soria School | LCAP_3.38 SHREDDING SERV | 300.00 |
| P26-03187 | Document Shredding Specialists | Curren School | LCAP_3.38 SERV | 500.00 |
| P26-03188 | Document Shredding Specialists | Elm School | LCAP_3.38 SERV | 250.00 |
| P26-03189 | Document Shredding Specialists | Fremont School | LCAP_3.38 SERV | 250.00 |
| P26-03190 | Document Shredding Specialists | Lopez Academy | LCAP_3.38 SERV | 500.00 |
| P26-03191 | Document Shredding Specialists | Chavez School | LCAP_3.38 SERV | 400.00 |
| P26-03192 | Document Shredding Specialists | Kamala School | LCAP_3.38 SERV | 400.00 |
| P26-03193 | Document Shredding Specialists | McKinna School | LCAP_3.38 SERV | 400.00 |
| P26-03194 | Document Shredding Specialists | Marshall School | LCAP_3.38 SERV | 300.00 |
| P26-03195 | Document Shredding Specialists | Ramona School | LCAP_3.38 SERV | 300.00 |
| P26-03196 | Document Shredding Specialists | Brekke School | LCAP_3.38 SERV | 325.00 |
| P26-03197 | Document Shredding Specialists | Marina West School | LCAP_3.38 SERV | 250.00 |
| P26-03198 | Document Shredding Specialists | Sierra Linda School | LCAP_3.38 SERV | 450.00 |
| P26-03199 | Document Shredding Specialists | Ritchen School | LCAP_3.38 SERV | 400.00 |
| P26-03226 | DISCIPLINA POSITIVA, INC | Equity, Family, Cmty Engmt | LCAP_4.03 SVC/ TITLE III KAMALA CURREN & DO | 29,000.00 |
| P26-03228 | Safety-Kleen Systems Inc | Facilities | LCAP_2.34 SERV | 10,000.00 |
| P26-03257 | SANTA BARBARA ZOO | Sierra Linda School | LCAP_3.38 MATL/SUP-Ins Fieldtrip 5/7/26-1st grade | 468.00 |
| P26-03258 | SCRIPPS NATIONAL SPELLING BEE INC | Elm School | LCAP_3.38 Service/Fee | 188.50 |
| P26-03277 | JS Hospitality Group, LLC Cour tyard by Marriott Oxnard | Special Education | LCAP_2.08 RNTL | 1,677.03 |
| P26-03322 | WOOLPERT | Superintendent | LCAP_5.02 SERV | 1,500.00 |
| P26-03323 | Ventura Co Office Of Education | Math and PE Programs | LCAP_1.11 Trainings at VCOE | 880.00 |

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| PO Number | Vendor Name | Location | Description | |
|---|---|---|---|---|
| P26-03327 | Department Of Industrial Relat | Facilities | LCAP_2.34 Conveyance Fees / McKinna | 225.00 |
| P26-03333 | FAGEN FRIEDMAN & FULFROST LLP | Human Resources | SERV (Investigation support) | 1,679.50 |
| P26-03356 | STATE OF CALIFORNIA DEPARTMENT OF MOTOR VEHICLES | Facilities | LCAP_2.34 DMV Fees | 135.00 |
| P26-03361 | Children's Museum of Santa Bar bara, MOXI | Lemonwood School | LCAP_3.38 Entrance Fees Moxi Museum | 1,008.00 |
| P26-03364 | AMERICAN BUILDING COMFORT SERV ICES, INC | Facilities | LCAP_2.34 Professional Services / M West Library | 8,590.00 |
| P26-03386 | Los Angeles Philharmonic Assoc iation | Enrichment & Special Programs | LCAP_2.19 Serve/ FT | 4,215.00 |
| P26-03398 | Ventura Co Office Of Education | McAuliffe School | LCAP_3.38 Conference | 280.00 |
| P26-03404 | Dial Security | Facilities | LCAP_2.34 Alarm Monitor/ Rose Ave | 482.40 |
| P26-03405 | STATE OF CALIFORNIA DEPT OF PE STICIDE REGULATION | Facilities | LCAP_2.34 Pesticide Lic. Fees / Marcos Lopez | 640.00 |
| P26-03406 | CITY OF OXNARD FIRE RECOVERY U SA, LLC | Facilities | LCAP_2.34 Prof Service / Fire Recovery Fees | 345.00 |
| P26-03542 | UNDERWOOD FAMILY FARMS LP | Ramona School | LCAP_3.38 Fieldtrip | 1,648.00 |
| P26-03548 | Ventura Co Office Of Education | Human Resources | LCAP_3.01 - Dev Human Cap - SERV | 191,250.00 |
| P26-03564 | UNDERWOOD FAMILY FARMS LP | Harrington School | LCAP_3.38 Entrance Fees | 1,648.00 |
| P26-03570 | Atkinson,Andelson,Loya Ruud & Romo | Human Resources | LCAP_3.01 DEV H C SERV (ADMIN TRNG) | 3,500.00 |
| P26-03584 | Art Trek | Kamala School | LCAP_3.38_SERV/TIII | 2,280.00 |
| P26-03589 | Universal Studios Hollywood Yo uth Programs | Frank School | LCAP_2.08 SVCS \| WLNS \| Universal Studios | 3,649.00 |
| P26-03591 | SANTA BARBARA ZOO | Curren School | LCAP_3.38 Field Trips Entrancd Fees | 720.00 |
| P26-03593 | Ventura Co Maritime Museum Inc Channel Islds Maritime Museu | Lemonwood School | LCAP_3.38 Entrance Fees | 450.00 |
| P26-03594 | JS Hospitality Group, LLC Cour tyard by Marriott Oxnard | Special Education | LCAP_2.08 Rentals | 4,841.96 |
| P26-03595 | CONEJO VALLEY HISTORICAL SOC S TAGECOACH INN MUSEUM | Lemonwood School | LCAP_3.38 Entrance Fees | 408.00 |
| P26-03614 | OLAS EXPRESS LAUNDROMAT | Superintendent | LCAP_5.03 MATL/SUPP | 500.00 |
| P26-03615 | Old Mission Santa Barbara, Inc | Harrington School | LCAP_3.38 ENTRANCE FEE | 372.00 |
| P26-03671 | IMAGE APPAREL FOR BUSINESS | Warehouse | LCAP_2.34 SERV (25-26 WAREHOUSE UNIFORMS) | 304.41 |
| P26-03697 | CDW G | Risk Management | Professional Services - InformaCast | 4,959.00 |
| P26-03703 | Cjseto Support Svcs Llc | Risk Management | CJSETO Hazardous Waste- Various | 4,863.57 |
| P26-03706 | SANTA BARBARA ZOO | Rose Avenue School | LCAP_3.38 SERV/ENTRY FEE | 477.00 |
| P26-03717 | KATHLEEN CONTRERAS | Soria School | LCAP_3.38 SERV/INST | 300.00 |
| | | | **Total:010-5800 Professional Services** | **914,364.50** |

**010-5818 Software & Lic Applications**

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| PO Number | Vendor Name | Location | Description | |
|---|---|---|---|---|
| P26-02826 | CDW G | Information Technology | LCAP_5.39 ITS Service/Software | 7,815.00 |
| P26-02904 | ESGI, LLC | McKinna School | LCAP_3.38 Matl/sup-instructional | 758.00 |
| P26-02916 | KUYPERS CONSULTING INC | Special Education | LCAP_2.05 Digital Curriculum Subscription | 7,560.00 |
| P26-02917 | SDL, INC | Special Education | LCAP_2.05 Software/License (Trados) | 7,908.23 |
| P26-02922 | PEARSON ASSESSMENT | Special Education | LCAP_2.05 SERV | 9,404.50 |
| P26-02924 | ESGI, LLC | Elm School | LCAP_3.38 SOFTWARE APPS | 345.32 |
| P26-02928 | CALIFORNIA IT IN EDUCATION | Information Technology | LCAP_5.39 ITS Membership | 3,700.00 |
| P26-02999 | CDW G | Information Technology | LCAP_5.39 ITS SOFTWARE | 16,770.00 |
| P26-03011 | ESGI, LLC | Elm School | LCAP_3.38 SOFTWARE APPS | 6.66 |
| P26-03035 | ESGI | Ritchen School | LCAP_3.38 SOFTWARE-INSTRUCTIONAL | 518.00 |
| P26-03068 | PEAR DECK, INC | Lemonwood School | LCAP_3.38 Subscriptions | 3,562.90 |
| P26-03073 | Securly, Inc. | Lemonwood School | LCAP_3.38 Software LIC | 2,081.25 |
| P26-03095 | Incident IQ, LLC | Facilities | LCAP_2.64 SERV | 18,357.07 |
| P26-03156 | DISCOVERY EDUCATION INC | Math and PE Programs | LCAP_3.41 Dgital Math program | 7,106.00 |
| P26-03159 | Samuel O. Ortiz Cross-Battery Assessment LLC | Special Education | LCAP_2.05 SERV | 4,140.00 |
| P26-03172 | Read Naturally, Inc | Ritchen School | LCAP_3.38 Online Subscription-Instr. | 780.00 |
| P26-03330 | CDW G | Information Technology | LCAP_5.39 ITS SOFTWARE | 5,828.00 |
| P26-03633 | Epes Software C.A.P., Inc | Soria School | LCAP_3.38 SERV/INST | 179.00 |
| P26-03652 | Renaissance Learning Inc | Frank School | LCAP_3.38 Subscp \| Flocab. Renaissance \| Online | 3,322.00 |
| P26-03659 | PeerTeach Inc. | Frank School | LCAP_3.38 (Subscp) PeerTeach-Subscription online | 4,410.00 |
| P26-03672 | Wasabi Holding, Inc. dba. Wasa bi Technologies LLC | Information Technology | LCAP_5.39 ITS/SOFTWARE | 587.79 |
| P26-03724 | Apple Computer Inc | Special Education | LCAP_2.05 Software | 11,999.20 |
| | | | **Total:010-5818 Software & Lic Applications** | **117,138.92** |
| **010-6400** | **Equipment > $10,000** | | | |
| P26-03511 | Astra Industrial Services In | Facilities | LCAP_2.34 Grounds Equipt / Marina West | 5,693.38 |
| P26-03572 | CN School & Office Sol, Inc Cu Iver-Newlin | Special Education | LCAP_2.05 EQUIP REPLACE | 16,817.67 |
| | | | **Total:010-6400 Equipment > $10,000** | **22,511.05** |
| **010-9320** | **Stores** | | | |
| P26-02933 | Ccp Industries | Warehouse | stores supplies | 2,845.96 |
| P26-02934 | ODP BUSINESS SOLUTIONS, LLC | Warehouse | stores supplies | 4,445.50 |
| P26-02937 | Uline | Warehouse | stores supplies | 1,166.72 |

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| PO Number | Vendor Name | Location | Description | |
|---|---|---|---|---|
| P26-02950 | Veritiv Operating Company | Warehouse | stores supplies | 14,741.97 |
| P26-02972 | ODP BUSINESS SOLUTIONS, LLC | Warehouse | stores supplies | 1,158.21 |
| P26-02973 | Extreme Clean | Warehouse | stores supplies | 2,635.11 |
| P26-03012 | PPG ARCHITECT COATINGS, LLC | Warehouse | stores supplies | 648.95 |
| P26-03013 | Sinclair Sanitary Supply Inc | Warehouse | stores supplies | 6,983.39 |
| P26-03014 | School Health Corporation | Warehouse | stores supplies | 1,581.43 |
| P26-03015 | School Specialty Inc | Warehouse | stores supplies | 2,228.70 |
| P26-03016 | Southwest School & Office Sup | Warehouse | stores supplies | 6,121.76 |
| P26-03229 | Edgewood Press, Inc | Warehouse | stores supplies | 2,249.90 |
| P26-03230 | Grainger Inc | Warehouse | stores supplies | 2,240.50 |
| P26-03273 | BSN Sports | Warehouse | stores supplies | 458.86 |
| P26-03283 | Acorn Paper Products Co | Warehouse | stores supplies | 588.86 |
| P26-03284 | LABSOURCE, INC | Warehouse | stores supplies | 248.54 |
| P26-03285 | School Health Corporation | Warehouse | stores supplies | 393.07 |
| P26-03286 | Jordanos Inc | Warehouse | stores supplies | 738.68 |
| P26-03300 | Pioneer Chemical Co | Warehouse | stores supplies | 1,053.61 |
| P26-03301 | Sinclair Sanitary Supply Inc | Warehouse | stores supplies | 3,431.43 |
| P26-03302 | DICK BLICK COMPANY BLICK ART M ATERIALS | Warehouse | stores supplies | 1,727.24 |
| P26-03303 | ODP BUSINESS SOLUTIONS, LLC | Warehouse | stores supplies | 3,251.97 |
| P26-03304 | BSN Sports | Warehouse | stores supplies | 710.14 |
| P26-03344 | Veritiv Operating Company | Warehouse | stores supplies | 19,412.51 |
| P26-03546 | Ccp Industries | Warehouse | stores supplies | 387.84 |
| P26-03634 | Imperial Bag & Paper Co. LLC P And R Paper Supply Co | Warehouse | stores supplies | 262.24 |
| P26-03636 | Uline | Warehouse | stores supplies | 755.42 |
| P26-03660 | ODP BUSINESS SOLUTIONS, LLC | Warehouse | stores supplies | 1,937.13 |
| P26-03727 | Veritiv Operating Company | Warehouse | stores supplies | 11,918.83 |
| | | | **Total:010-9320 Stores** | **96,324.47** |
| **130-4300** | **Materials And Supplies** | | | |
| P26-02805 | PIZZAMAN DAN'S | Child Nutrition Services | LCAP_2.32 CATERING/ELOP | 202.19 |
| P26-02820 | Acorn Appliance Service LLC | Child Nutrition Services | LCAP_2.32 MAT/SUP | 440.03 |
| P26-02868 | Urbane Cafe Alex Bello-Mgr | Child Nutrition Services | LCAP_2.32 CATERING/ELOP | 416.20 |
| P26-02877 | Uline | Child Nutrition Services | LCAP_2.32 MATL/SUPL | 429.28 |
| P26-03072 | Sysco Food Services Of Ventura | Child Nutrition Services | LCAP_2.32 MATL/SUP | 802.99 |
| P26-03175 | PIZZAMAN DAN'S | Child Nutrition Services | LCAP_2.32 CATERING/ELOP | 149.61 |
| P26-03360 | The Berry Man Inc | Child Nutrition Services | LCAP_2.32 CATERING | 1,000.00 |

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| PO Number | Vendor Name | Location | Description | |
|---|---|---|---|---|
| P26-03372 | SPB Associates, Inc DBA Subway # 27320 | Child Nutrition Services | LCAP_2.32 CATERING | 10,000.00 |
| P26-03415 | PIZZAMAN DAN'S | Child Nutrition Services | LCAP_2.32 CATERING/ELOP | 160.54 |
| P26-03552 | Ashton Awards Inc Aswell Troph y | Child Nutrition Services | LCAP_2.32 MATL/SUP | 119.08 |
| P26-03556 | Sysco Food Services Of Ventura | Child Nutrition Services | LCAP_2.32 SUP/CATERING ELOP | 555.73 |
| P26-03565 | HOME COUNTY PIZZA INC DOMINO'S PIZZA | Child Nutrition Services | LCAP_2.32 CATERING | 7,000.00 |
| P26-03604 | JC Foodservice, Inc. dba: Acti on Sales | Child Nutrition Services | LCAP_2.32 MATL/SUP | 916.56 |
| P26-03609 | Sysco Food Services Of Ventura | Child Nutrition Services | LCAP_2.32 SUP/CATERING ELOP | 1,538.11 |
| P26-03610 | Central Restaurant Products | Child Nutrition Services | LCAP_2.32 EQUIP/VARIOUS | 2,080.35 |
| P26-03688 | Urbane Cafe Alex Bello-Mgr | Child Nutrition Services | LCAP_2.32 CATERING/SPED | 654.36 |
| P26-03689 | Urbane Cafe Alex Bello-Mgr | Child Nutrition Services | LCAP_2.32 CATERING/SPED | 847.74 |
| P26-03693 | PIZZAMAN DAN'S | Child Nutrition Services | LCAP_2.32 CATERING/SPED | 500.09 |
| P26-03694 | PIZZAMAN DAN'S | Child Nutrition Services | LCAP_2.32 CATERING/SPED | 540.31 |
| | | | **Total:130-4300 Materials And Supplies** | **28,353.17** |
| **130-4400** | **Non Cap Equip $1,500 - $9,999** | | | |
| P26-02884 | On Premise Products Inc. dba S erveSmart K-12 Products | Child Nutrition Services | LCAP_2.32 EQUIP/MARSHALL | 14,944.99 |
| P26-03004 | Recycle Away, LLC dba. Trashca ns Warehouse | Child Nutrition Services | LCAP_2.32 EQUIP | 3,397.25 |
| P26-03332 | Grainger Inc | Child Nutrition Services | LCAP_2.32 EQUIP | 1,145.00 |
| P26-03400 | Uline | Child Nutrition Services | LCAP_2.32 EQUIP | 4,530.15 |
| P26-03569 | Central Restaurant Products | Child Nutrition Services | LCAP_2.32 EQUIP/MARSHALL | 12,179.01 |
| P26-03610 | Central Restaurant Products | Child Nutrition Services | LCAP_2.32 EQUIP/VARIOUS | 1,674.28 |
| | | | **Total:130-4400 Non Cap Equip $1,500 - $9,999** | **37,870.68** |
| **130-4418** | **Computer Equip $1,500 - $9,999** | | | |
| P26-03403 | CDW G | Child Nutrition Services | LCAP_2.32 TECH EQUIP | 1,857.47 |
| | | | **Total:130-4418 Computer Equip $1,500 - $9,999** | **1,857.47** |
| **130-4700** | **Food** | | | |
| P26-02887 | R E FRESH PRODUCE LLC | Child Nutrition Services | LCAP_2.32 SUP | 16,455.00 |

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|---|---|---|---|---|
| P26-02890 | Cortez Family Farm Inc. | Child Nutrition Services | LCAP_2.32 SUP | 20,590.00 |
| P26-02891 | Cortez Family Farm Inc. | Child Nutrition Services | LCAP_2.32 SUP | 17,875.00 |
| P26-02892 | Cortez Family Farm Inc. | Child Nutrition Services | LCAP_2.32 SUP | 25,500.00 |
| P26-03003 | PepsiCo Foundation, Inc. | Child Nutrition Services | LCAP_2.32 SUP | 6,956.20 |
| P26-03090 | Cortez Family Farm Inc. | Child Nutrition Services | LCAP_2.32 SUP | 21,930.00 |
| P26-03091 | Cortez Family Farm Inc. | Child Nutrition Services | LCAP_2.32 SUP | 20,220.00 |
| P26-03092 | R E FRESH PRODUCE LLC | Child Nutrition Services | LCAP_2.32 SUP | 15,620.75 |
| P26-03256 | CARNITAS EL BROTHER INC | Child Nutrition Services | LCAP_2.32 SUP | 3,140.94 |
| P26-03306 | R E FRESH PRODUCE LLC | Child Nutrition Services | LCAP_2.32 SUP | 11,625.75 |
| P26-03307 | Cream Co. LLC | Child Nutrition Services | LCAP_2.32 SUP | 30,634.00 |
| P26-03309 | FARMIVORE INC | Child Nutrition Services | LCAP_2.32 SUP | 25,000.00 |
| P26-03359 | Cortez Family Farm Inc. | Child Nutrition Services | LCAP_2.32 SUPPLIES | 18,230.00 |
| P26-03514 | Cortez Family Farm Inc. | Child Nutrition Services | LCAP_2.32 SUP | 22,800.00 |
| P26-03532 | Cream Co. LLC | Child Nutrition Services | LCAP_2.32 SUP | 24,398.00 |
| P26-03566 | CARNITAS EL BROTHER INC | Child Nutrition Services | LCAP_2.32 SUP | 2,261.48 |
| P26-03621 | Francisco Flores Segura dba: A lmeria Farms LLC | Child Nutrition Services | LCAP_2.32 SUP | 5,000.00 |
| | | | **Total:130-4700 Food** | **288,237.12** |
| **130-5200** | **Travel and Conference** | | | |
| P26-03294 | Sprouts Healthy Communities Fo undation | Child Nutrition Services | LCAP_2.32 CONF | 550.00 |
| P26-03297 | Arizona Grand Resort, LLC | Child Nutrition Services | LCAP_2.32 HOTEL/CONF | 1,471.37 |
| P26-03387 | All-Star Events, LLC | Child Nutrition Services | LCAP_2.32 CONF | 826.00 |
| | | | **Total:130-5200 Travel and Conference** | **2,847.37** |
| **130-5632** | **Repairs** | | | |
| P26-03074 | Green Globe HVAC, Inc. | Child Nutrition Services | LCAP_2.32 REPAIR | 1,250.00 |
| | | | **Total:130-5632 Repairs** | **1,250.00** |
| **130-5800** | **Professional Services** | | | |

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|---|---|---|---|---|
| P26-02949 | COUNTY OF VENTURA | Child Nutrition Services | LCAP_2.32 SERV | 253.79 |
| | | | **Total:130-5800 Professional Services** | **253.79** |
| **130-6200** | **Buildings & Improvements** | | | |
| P26-02888 | GENESIS FLOOR COVERING INC | Child Nutrition Services | LCAP_2.32 BLDG/CURREN | 26,861.79 |
| P26-02889 | GENESIS FLOOR COVERING INC | Child Nutrition Services | LCAP_2.32 BLDG/BREKKE | 37,389.15 |
| | | | **Total:130-6200 Buildings & Improvements** | **64,250.94** |
| **130-6400** | **Equipment > $10,000** | | | |
| P26-02885 | Green Globe HVAC, Inc. | Child Nutrition Services | LCAP_2.32 EQUIP | 19,802.26 |
| P26-02886 | Central Restaurant Products | Child Nutrition Services | LCAP_2.32 EQUIP | 5,137.19 |
| P26-03027 | FoodService Sustainability Sol utions, LLC. | Child Nutrition Services | LCAP_2.32 EQUIP | 39,500.00 |
| P26-03089 | On Premise Products Inc. dba S erveSmart K-12 Products | Child Nutrition Services | LCAP_2.32 EQUIP | 31,693.75 |
| P26-03141 | On Premise Products Inc. dba S erveSmart K-12 Products | Child Nutrition Services | LCAP_2.32 EQUIP | 52,451.25 |
| P26-03357 | On Premise Products Inc. dba S erveSmart K-12 Products | Child Nutrition Services | LCAP_2.32 EQUIP | 52,451.25 |
| P26-03358 | Central Restaurant Products | Child Nutrition Services | LCAP_2.32 NON- CAPITAL EQUIP | 8,783.73 |
| P26-03515 | On Premise Products Inc. dba S erveSmart K-12 Products | Child Nutrition Services | LCAP_2.32 EQUIP/LOPEZ | 52,451.25 |
| | | | **Total:130-6400 Equipment > $10,000** | **262,270.68** |
| **130-9320** | **Stores** | | | |
| NP26-00033 | Gold Star Foods | Child Nutrition Services | LCAP_2.32 MATL/SUP | 12,432.00 |
| NP26-00034 | Imperial Bag & Paper Co. LLC P And R Paper Supply Co | Child Nutrition Services | LCAP_2.32 MATL/SUP | 6,468.15 |
| NP26-00035 | Gold Star Foods | Child Nutrition Services | LCAP_2.32 SUP | 4,249.30 |
| NP26-00036 | Gold Star Foods | Child Nutrition Services | LCAP_2.32 SUP | 4,444.32 |
| NP26-00037 | Imperial Bag & Paper Co. LLC P And R Paper Supply Co | Child Nutrition Services | LCAP_2.32 SUP | 13,027.18 |
| NP26-00038 | Gold Star Foods | Child Nutrition Services | LCAP_2.32 | 1,496.40 |
| NP26-00039 | Gold Star Foods | Child Nutrition Services | LCAP_2.32 SUP | 10,636.80 |
| NP26-00040 | Imperial Bag & Paper Co. LLC P And R Paper Supply Co | Child Nutrition Services | LCAP_2.32 MATL/SUP | 8,655.44 |
| NP26-00041 | Calif Dept Of Educ | Child Nutrition Services | LCAP_2.32 | 39.00 |

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| PO Number | Vendor Name | Location | Description | |
|---|---|---|---|---|
| NP26-00042 | Gold Star Foods | Child Nutrition Services | LCAP_2.32 SUP | 25,379.46 |
| NP26-00043 | Gold Star Foods | Child Nutrition Services | LCAP_2.32 SUP | 5,268.00 |
| NP26-00044 | Imperial Bag & Paper Co. LLC P And R Paper Supply Co | Child Nutrition Services | LCAP_2.32 MATL/SUP | 5,639.70 |
| NP26-00045 | Sysco Food Services Of Ventura | Child Nutrition Services | LCAP_2.32 SUP | 1,535.49 |
| NP26-00046 | Gold Star Foods | Child Nutrition Services | LCAP_2.32 SUP | 3,358.74 |
| NP26-00047 | Imperial Bag & Paper Co. LLC P And R Paper Supply Co | Child Nutrition Services | LCAP_2.32 MATL/SUP | 8,839.01 |
| | | | **Total:130-9320 Stores** | **111,468.99** |
| **140-5800** | **Professional Services** | | | |
| P26-03105 | NAC, Inc. | Facilities | LCAP_2.34 ARCHITECT SERVICES | 874,900.00 |
| P26-03716 | SCRIPPS MEDIA INC VENTURA COUN TY STAR | Purchasing | SVC/ LEGAL AD- (DO ENHANC. PROJ) | 3,817.40 |
| | | | **Total:140-5800 Professional Services** | **878,717.40** |
| **215-4300** | **Materials And Supplies** | | | |
| P26-02946 | CDW G | Information Technology | Bond/ MTLS (RIT) | 178.84 |
| P26-02947 | CDW G | Information Technology | Bond/ MTLS (MCA) | 178.84 |
| P26-03124 | Amazon Com | Information Technology | Bond (MCA) | 108.00 |
| P26-03126 | Amazon Com | Information Technology | Bond (RIT) | 83.60 |
| P26-03624 | Lakeshore Learning Materials | McAuliffe School | BOND/EQUIP (MCA RM.12 - SPEECH) | 918.09 |
| P26-03638 | Amazon Com | Ritchen School | BOND/MTLS (RIT) | 1,458.36 |
| P26-03639 | Amazon Com | Ritchen School | BOND/MTLS (RIT) | 217.29 |
| P26-03657 | Lakeshore Learning Materials | Ritchen School | Bond/MTLS (RIT) | 968.83 |
| | | | **Total:215-4300 Materials And Supplies** | **4,111.85** |
| **215-4400** | **Non Cap Equip $1,500 - $9,999** | | | |
| P26-03154 | CN School & Office Sol, Inc Cu lver-Newlin | McAuliffe School | BOND/EQUIP (MCA 29 - SDC 4/5) | 3,082.49 |
| P26-03657 | Lakeshore Learning Materials | Ritchen School | Bond/MTLS (RIT) | 577.93 |
| | | | **Total:215-4400 Non Cap Equip $1,500 - $9,999** | **3,660.42** |
| **215-5800** | **Professional Services** | | | |
| P26-03558 | EQ Landscaping Inc. | Facilities | Bond/ Prof Srvice / Sea Bridge | 4,500.00 |
| | | | **Total:215-5800 Professional Services** | **4,500.00** |
| **215-6160** | **Other Site Cost** | | | |

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**Includes Purchase Orders dated 10/21/2025 - 12/17/2025**

| PO Number | Vendor Name | Location | Description | |
|---|---|---|---|---|
| P26-03623 | Myers, Widders, Gibson, Jones & Feingold, LLP | Business Services | SERV | 5,000.00 |
| | | | **Total:215-6160 Other Site Cost** | **5,000.00** |
| **215-6210** | **Architect and Engineering Fees** | | | |
| P26-03104 | SVA Architects, Inc. | Facilities | BOND MEASURE I /ARCHITECT SVCS (ELM CONVERSION) | 58,200.00 |
| | | | **Total:215-6210 Architect and Engineering Fees** | **58,200.00** |
| **215-6270** | **Main Building Contract** | | | |
| P26-02903 | Dept Of Toxic Substances Ctr | Facilities | Fees / Doris & Patterson | 2,930.00 |
| | | | **Total:215-6270 Main Building Contract** | **2,930.00** |
| **215-6274** | **Other Construction** | | | |
| P26-03622 | Southern Calif Edison Co | Facilities | Bond funds / SCE Fees Fremont | 113,102.38 |
| | | | **Total:215-6274 Other Construction** | **113,102.38** |
| **215-6400** | **Equipment > $10,000** | | | |
| P26-03151 | Lakeshore Learning Materials | McAuliffe School | BOND/EQUIP (MCA 29 - SDC 4/5) | 12,739.31 |
| P26-03152 | Lakeshore Learning Materials | McAuliffe School | BOND/EQUIP (MCA 4 - SDC 2/3) | 12,431.23 |
| P26-03153 | Lakeshore Learning Materials | Ritchen School | BOND/EQUIP (RIT 8 - SDC 4/5) | 12,739.31 |
| P26-03539 | CN School & Office Sol, Inc Cu lver-Newlin | Rose Avenue School | BOND/EQUIP (OFFICE ADDON AND 305) | 13,269.30 |
| | | | **Total:215-6400 Equipment > $10,000** | **51,179.15** |
| **350-4300** | **Materials And Supplies** | | | |
| P26-02942 | Allcable Inc | Information Technology | Bond/MTLS (Marina West) | 7,426.81 |
| P26-02948 | CDW G | Information Technology | Bond/MTLS (Marina West) | 386.58 |
| P26-03125 | Amazon Com | Information Technology | Bond (Marina West) | 117.90 |
| P26-03299 | Allcable Inc | Information Technology | Bond/MTLS (Marina West) | 4,668.25 |
| P26-03369 | Home Depot Inc | Information Technology | Bond/MTLS (Marina West) | 151.86 |
| P26-03379 | Allcable Inc | Information Technology | Bond/MTLS (Marina West) | 1,584.13 |
| | | | **Total:350-4300 Materials And Supplies** | **14,335.53** |
| | | **Total Number of POs** | **935** **Total** | **4,280,854.29** |

## Fund Recap

| Fund | Description | PO Count | Amount |
|---|---|---|---|
| 010 | General fund | 837 | 2,346,457.35 |
| | | **Total Fiscal Year 2026** | **2,346,457.35** |

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**Includes Purchase Orders dated 10/21/2025 - 12/17/2025**

## Fund Recap (continued)

| Fund | Description | PO Count | Amount |
|---|---|---|---|
| 130 | Cafeteria Fund | 72 | 798,660.21 |
| | **Total Fiscal Year 2026** | | **798,660.21** |
| 140 | Deferred Maintenance Fund | 2 | 878,717.40 |
| | **Total Fiscal Year 2026** | | **878,717.40** |
| 215 | Bond Fund Measure I 2022 | 18 | 242,683.80 |
| | **Total Fiscal Year 2026** | | **242,683.80** |
| 350 | County School Facilities Fund | 6 | 14,335.53 |
| | **Total Fiscal Year 2026** | | **14,335.53** |
| | **Total** | | **4,280,854.29** |

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**Includes Purchase Orders dated 10/21/2025 - 12/17/2025**

## PO Changes

| | New PO Amount | Fund/ Object | Description | Change Amount |
|---|---|---|---|---|
| **010-4300** | **Materials And Supplies** | | | |
| P26-00171 | 1,500.00 | 010-4300 | General fund/Materials And Supplies | 1,000.00 |
| P26-00259 | 6,500.00 | 010-4300 | General fund/Materials And Supplies | 1,500.00 |
| P26-00267 | 19,000.00 | 010-4300 | General fund/Materials And Supplies | 10,000.00 |
| P26-00289 | 13,000.00 | 010-4300 | General fund/Materials And Supplies | 8,000.00 |
| P26-00373 | 12,111.24 | 010-4300 | General fund/Materials And Supplies | 5,000.00 |
| P26-00391 | 3,800.00 | 010-4300 | General fund/Materials And Supplies | 300.00 |
| P26-00446 | 1,900.00 | 010-4300 | General fund/Materials And Supplies | 500.00 |
| P26-00454 | 1,000.00 | 010-4300 | General fund/Materials And Supplies | 500.00 |
| P26-00660 | 4,992.47 | 010-4300 | General fund/Materials And Supplies | 4,450.00 |
| P26-00674 | 1,500.00 | 010-4300 | General fund/Materials And Supplies | 500.00 |
| P26-00679 | 3,000.00 | 010-4300 | General fund/Materials And Supplies | 1,500.00 |
| P26-00768 | 10,000.00 | 010-4300 | General fund/Materials And Supplies | 5,000.00- |
| P26-00770 | 2,000.00 | 010-4300 | General fund/Materials And Supplies | 2,000.00- |
| P26-00772 | 5,000.00 | 010-4300 | General fund/Materials And Supplies | 2,000.00- |
| P26-00773 | 1,000.00 | 010-4300 | General fund/Materials And Supplies | 1,000.00- |
| P26-00774 | 2,000.00 | 010-4300 | General fund/Materials And Supplies | 3,000.00- |
| P26-00775 | 2,000.00 | 010-4300 | General fund/Materials And Supplies | 4,000.00- |
| P26-00776 | 4,000.00 | 010-4300 | General fund/Materials And Supplies | 2,000.00- |
| P26-00780 | 45,000.00 | 010-4300 | General fund/Materials And Supplies | 10,000.00- |
| P26-00784 | 5,000.00 | 010-4300 | General fund/Materials And Supplies | 10,000.00- |
| P26-00785 | 15,000.00 | 010-4300 | General fund/Materials And Supplies | 5,000.00- |
| P26-00848 | 2,000.00 | 010-4300 | General fund/Materials And Supplies | 2,000.00- |
| P26-00849 | 25,000.00 | 010-4300 | General fund/Materials And Supplies | 5,000.00- |
| P26-01040 | 13,000.00 | 010-4300 | General fund/Materials And Supplies | 9,000.00 |
| P26-01041 | 5,500.00 | 010-4300 | General fund/Materials And Supplies | 3,000.00 |
| P26-01086 | 126.51 | 010-4300 | General fund/Materials And Supplies | 1,244.86- |
| P26-01135 | 2,645.00 | 010-4300 | General fund/Materials And Supplies | 645.00 |
| P26-01176 | 6,500.00 | 010-4300 | General fund/Materials And Supplies | 500.00 |
| P26-01193 | 5,500.00 | 010-4300 | General fund/Materials And Supplies | 1,500.00 |
| P26-01266 | 3,100.00 | 010-4300 | General fund/Materials And Supplies | 1,600.00 |
| P26-01332 | 299.72 | 010-4300 | General fund/Materials And Supplies | 45.61- |
| P26-01553 | 2,500.00 | 010-4300 | General fund/Materials And Supplies | 1,001.00 |
| P26-01989 | 2,333.31 | 010-4300 | General fund/Materials And Supplies | 227.33- |
| P26-02036 | 1,145.53 | 010-4300 | General fund/Materials And Supplies | 396.00 |
| P26-02095 | 519.74 | 010-4300 | General fund/Materials And Supplies | 81.41- |
| P26-02468 | 259.97 | 010-4300 | General fund/Materials And Supplies | 15.49 |
| P26-02475 | 803.50 | 010-4300 | General fund/Materials And Supplies | 155.62 |
| P26-02492 | 194.59 | 010-4300 | General fund/Materials And Supplies | 11.91 |
| P26-02511 | 452.25 | 010-4300 | General fund/Materials And Supplies | 71.54- |
| P26-02512 | 244.05 | 010-4300 | General fund/Materials And Supplies | 52.10- |
| P26-02582 | 558.66 | 010-4300 | General fund/Materials And Supplies | 83.60 |

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**Includes Purchase Orders dated 10/21/2025 - 12/17/2025**

## PO Changes (continued)

| | New PO Amount | Fund/ Object | Description | Change Amount |
|---|---|---|---|---|
| P26-02594 | 5,149.23 | 010-4300 | General fund/Materials And Supplies | 300.00 |
| P26-02616 | 64.96 | 010-4300 | General fund/Materials And Supplies | 25.12- |
| P26-02666 | 127.19 | 010-4300 | General fund/Materials And Supplies | 89.06- |
| P26-02712 | 136.96 | 010-4300 | General fund/Materials And Supplies | 4.76- |
| P26-02753 | 1,500.00 | 010-4300 | General fund/Materials And Supplies | 500.00 |
| P26-02786 | 481.56 | 010-4300 | General fund/Materials And Supplies | 17.87- |
| P26-02803 | 164.24 | 010-4300 | General fund/Materials And Supplies | 14.65- |
| | | | **Total:010-4300 Materials And Supplies** | **915.69-** |
| **010-4324** | **Painting Supplies** | | | |
| P26-00235 | 22,000.00 | 010-4324 | General fund/Painting Supplies | 2,000.00 |
| | | | **Total:010-4324 Painting Supplies** | **2,000.00** |
| **010-4351** | **Misc Gardening Supplies** | | | |
| P26-00238 | 42,000.00 | 010-4351 | General fund/Misc Gardening Supplies | 17,000.00 |
| | | | **Total:010-4351 Misc Gardening Supplies** | **17,000.00** |
| **010-4353** | **Equipment Parts** | | | |
| P26-01741 | 2,000.00 | 010-4353 | General fund/Equipment Parts | 1,000.00 |
| | | | **Total:010-4353 Equipment Parts** | **1,000.00** |
| **010-5100** | **Subagreements for Services** | | | |
| P26-00015 | 4,300,000.00 | 010-5100 | General fund/Subagreements for Services | 700,000.00- |
| | | | **Total:010-5100 Subagreements for Services** | **700,000.00-** |
| **010-5200** | **Travel and Conference** | | | |
| P26-00001 | 1,915.14 | 010-5200 | General fund/Travel and Conference | 257.40 |
| P26-00809 | 7,567.88 | 010-5200 | General fund/Travel and Conference | 1,030.75 |
| P26-01051 | 4,192.26 | 010-5200 | General fund/Travel and Conference | .04 |
| P26-01687 | 2,250.00 | 010-5200 | General fund/Travel and Conference | 750.00- |
| P26-01927 | 744.36 | 010-5200 | General fund/Travel and Conference | 548.72 |
| P26-01966 | 695.48 | 010-5200 | General fund/Travel and Conference | .01 |
| P26-02175 | 695.48 | 010-5200 | General fund/Travel and Conference | .01 |
| P26-02474 | 990.00 | 010-5200 | General fund/Travel and Conference | 324.22- |
| P26-02480 | 1,016.11 | 010-5200 | General fund/Travel and Conference | 689.13 |
| P26-02623 | 3,220.65 | 010-5200 | General fund/Travel and Conference | .09 |
| P26-02624 | 1,057.12 | 010-5200 | General fund/Travel and Conference | .01 |
| | | | **Total:010-5200 Travel and Conference** | **1,451.94** |
| **010-5632** | **Repairs** | | | |
| P26-00258 | 4,000.00 | 010-5632 | General fund/Repairs | 3,000.00 |
| P26-00290 | 4,000.00 | 010-5632 | General fund/Repairs | 1,000.00 |
| P26-00770 | 2,000.00 | 010-5632 | General fund/Repairs | 1,000.00- |

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**Includes Purchase Orders dated 10/21/2025 - 12/17/2025**

## PO Changes (continued)

| | New PO Amount | Fund/ Object | Description | Change Amount |
|---|---|---|---|---|
| P26-00771 | 2,000.00 | 010-5632 | General fund/Repairs | 4,000.00- |
| P26-00772 | 5,000.00 | 010-5632 | General fund/Repairs | 3,000.00- |
| P26-00780 | 45,000.00 | 010-5632 | General fund/Repairs | 10,000.00- |
| P26-00785 | 15,000.00 | 010-5632 | General fund/Repairs | 5,000.00- |
| P26-00837 | 4,000.00 | 010-5632 | General fund/Repairs | 6,000.00- |
| P26-00841 | 3,000.00 | 010-5632 | General fund/Repairs | 4,000.00- |
| P26-00849 | 25,000.00 | 010-5632 | General fund/Repairs | 10,000.00- |
| P26-00909 | 1,000.00 | 010-5632 | General fund/Repairs | 1,500.00- |
| P26-00912 | 2,000.00 | 010-5632 | General fund/Repairs | 3,000.00- |
| P26-01951 | 10,000.00 | 010-5632 | General fund/Repairs | 3,000.00 |
| | | | **Total:010-5632 Repairs** | **40,500.00-** |
| **010-5800** | **Professional Services** | | | |
| P26-00060 | 41,285.20 | 010-5800 | General fund/Professional Services | 8,665.60 |
| P26-00068 | 821.85 | 010-5800 | General fund/Professional Services | 21.85 |
| P26-00072 | 250.00 | 010-5800 | General fund/Professional Services | 250.00- |
| P26-00107 | 300.00 | 010-5800 | General fund/Professional Services | 300.00- |
| P26-00108 | 250.00 | 010-5800 | General fund/Professional Services | 300.00- |
| P26-00109 | 457.70 | 010-5800 | General fund/Professional Services | 57.70 |
| P26-00110 | 300.00 | 010-5800 | General fund/Professional Services | 250.00- |
| P26-00111 | 300.00 | 010-5800 | General fund/Professional Services | 250.00- |
| P26-00112 | 325.00 | 010-5800 | General fund/Professional Services | 225.00- |
| P26-00113 | 250.00 | 010-5800 | General fund/Professional Services | 300.00- |
| P26-00114 | 457.70 | 010-5800 | General fund/Professional Services | 7.70 |
| P26-00115 | 225.00 | 010-5800 | General fund/Professional Services | 225.00- |
| P26-00116 | 511.10 | 010-5800 | General fund/Professional Services | 100.00- |
| P26-00117 | 242.98 | 010-5800 | General fund/Professional Services | 18.00 |
| P26-00118 | 225.00 | 010-5800 | General fund/Professional Services | 225.00- |
| P26-00246 | 17,977.50 | 010-5800 | General fund/Professional Services | 3,277.50 |
| P26-00305 | 27,368.57 | 010-5800 | General fund/Professional Services | 333.52 |
| P26-00314 | 12,000.00 | 010-5800 | General fund/Professional Services | 6,000.00 |
| P26-00345 | 5,000.00 | 010-5800 | General fund/Professional Services | 2,000.00 |
| P26-00443 | 500.00 | 010-5800 | General fund/Professional Services | 600.00- |
| P26-00444 | 400.00 | 010-5800 | General fund/Professional Services | 600.00- |
| P26-00445 | 300.00 | 010-5800 | General fund/Professional Services | 100.00- |
| P26-00500 | 375.00 | 010-5800 | General fund/Professional Services | 375.00- |
| P26-00560 | 1,650.00 | 010-5800 | General fund/Professional Services | 1,650.00- |
| P26-00561 | 457.70 | 010-5800 | General fund/Professional Services | 57.70 |
| P26-00769 | 2,000.00 | 010-5800 | General fund/Professional Services | 1,000.00- |
| P26-00781 | 2,500.00 | 010-5800 | General fund/Professional Services | 2,500.00- |
| P26-00783 | 4,000.00 | 010-5800 | General fund/Professional Services | 1,000.00- |
| P26-00786 | 3,000.00 | 010-5800 | General fund/Professional Services | 4,000.00- |

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**Includes Purchase Orders dated 10/21/2025 - 12/17/2025**

## PO Changes (continued)

| | New PO Amount | Fund/ Object | Description | Change Amount |
|---|---|---|---|---|
| P26-00846 | 3,000.00 | 010-5800 | General fund/Professional Services | 2,000.00- |
| P26-00911 | 2,000.00 | 010-5800 | General fund/Professional Services | 2,000.00- |
| P26-01124 | 250.00 | 010-5800 | General fund/Professional Services | 250.00- |
| P26-01504 | 225.00 | 010-5800 | General fund/Professional Services | 225.00- |
| P26-01508 | 400.00 | 010-5800 | General fund/Professional Services | 100.00- |
| | | | **Total:010-5800 Professional Services** | **1,614.57** |
| **010-5818** | **Software & Lic Applications** | | | |
| P26-01354 | 87,070.75 | 010-5818 | General fund/Software & Lic Applications | 39,112.75 |
| | | | **Total:010-5818 Software & Lic Applications** | **39,112.75** |
| **010-5900** | **Communications** | | | |
| P26-02357 | 70,200.00 | 010-5900 | General fund/Communications | 353.02 |
| | | | **Total:010-5900 Communications** | **353.02** |
| **010-6173** | **Site & Land Improvements** | | | |
| P26-02782 | 4,552,500.00 | 010-6173 | General fund/Site & Land Improvements | 130,869.76- |
| | | | **Total:010-6173 Site & Land Improvements** | **130,869.76-** |
| **010-6418** | **Computer Equipment > $10,000** | | | |
| P26-02058 | 147,863.14 | 010-6418 | General fund/Computer Equipment > $10,000 | 1,682.45- |
| | | | **Total:010-6418 Computer Equipment > $10,000** | **1,682.45-** |
| **140-5800** | **Professional Services** | | | |
| P24-05305 | 68,316.31 | 140-5800 | Deferred Maintenance Fund/Professional Services | 22,186.31 |
| | | | **Total:140-5800 Professional Services** | **22,186.31** |
| **140-6200** | **Buildings & Improvements** | | | |
| P26-00688 | 126,000.00 | 140-6200 | Deferred Maintenance Fund/Buildings & Improvements | 35,000.00 |
| | | | **Total:140-6200 Buildings & Improvements** | **35,000.00** |
| **215-4400** | **Non Cap Equip $1,500 - $9,999** | | | |
| P26-01319 | 792.06 | 215-4400 | Bond Fund Measure I 2022/Non Cap Equip $1,500 - $9,999 | 792.06- |
| | | | **Total:215-4400 Non Cap Equip $1,500 - $9,999** | **792.06-** |
| **215-5600** | **Rentals, Leases and Repairs** | | | |
| P26-00756 | 2,868.94 | 215-5600 | Bond Fund Measure I 2022/Rentals, Leases and Repairs | 68.94 |
| | | | **Total:215-5600 Rentals, Leases and Repairs** | **68.94** |
| **215-5818** | **Software & Lic Applications** | | | |
| P26-01319 | 792.06 | 215-5818 | Bond Fund Measure I 2022/Software & Lic Applications | 792.06 |
| | | | **Total:215-5818 Software & Lic Applications** | **792.06** |
| **215-6250** | **Other Costs & Planning** | | | |

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**Includes Purchase Orders dated 10/21/2025 - 12/17/2025**

## PO Changes (continued)

| | New PO Amount | Fund/ Object | Description | Change Amount |
|---|---|---|---|---|
| P25-04423 | 7,532,945.91 | 215-6250 | Bond Fund Measure I 2022/Other Costs & Planning | 39,332.77 |
| | | | **Total:215-6250 Other Costs & Planning** | **39,332.77** |
| **215-6272** | **Construction Management Fees** | | | |
| P25-03019 | 6,633,478.08 | 215-6272 | Bond Fund Measure I 2022/Construction Management Fees | 235,243.08 |
| | | | **Total:215-6272 Construction Management Fees** | **235,243.08** |
| **215-6400** | **Equipment > $10,000** | | | |
| P25-04848 | 56,582.06 | 215-6400 | Bond Fund Measure I 2022/Equipment > $10,000 | 1,089.77 |
| | | | **Total:215-6400 Equipment > $10,000** | **1,089.77** |
| **350-6272** | **Construction Management Fees** | | | |
| P25-03371 | 4,291,235.21 | 350-6272 | County School Facilities Fund/Construction Management Fee | 2,429.62 |
| | | | **Total:350-6272 Construction Management Fees** | **2,429.62** |
| | | | **Total PO Changes** | **476,085.13-** |

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# OSD BOARD AGENDA ITEM

**Name of Contributor:** Kristen Pifko **Date of Meeting:** January 14, 2026

**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)**

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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: 1/14/2026**

**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<br><br>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 ***

ENTERED: 08/15/2025 PAGE 001 of 001

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

THIS IS NOT AN INVOICE

*** DUPLICATE ***

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<br>BIN: PRIMARY | | 30 | 227.86 | C | | 68.36 | | T |
| 100 | DOT TEKHW1234 | HEX HEAD<br>BIN: PRIMARY | | 100 | 14.78 | C | | 14.78 | | T |
| 100 | DOT FW14 | FLAT STEEL WASHER<br>BIN: PRIMARY | | 100 | 4.38 | C | | 4.38 | | T |
| 100 | TB TC5345A | CABLE TIE MOUNTING BASE<br>BIN: PRIMARY | | 100 | 155.75 | C | | 155.75 | | T |
| 100 | TB TY525M | 7IN NAT NYL CBL TIE<br>BIN: PRIMARY | | 100 | 32.46 | C | | 32.46 | | T |
| 100 | BUR QN14F25X03D | 14-16 FEM DISCONN<br>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

US Air Conditioning Distributors
*550 DEL NORTE AV 115 *
*OXNARD CA 93030-*
*Telephone (805)988-5650 * FAX (805)988-3654*

IMPORTANT NOTICE: There is a $15.00 minimum order c
solutely no returns without prior approval. Al etu s are s
restocking charge. There will be a handling cha e for re
warranty" compressors between the firs and fifth yea . The
between quantity ordered and quantity shipped have been
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
2378 TELLER ROAD SUITE 0
NEWBURY PARK CA 913

SHIP TO: SMITH MEP/ACCO ENGINEERING
23 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 | 188.48 |
| | | | INTERWHSE XREF: 259511 2 | | | | | | | |
| 2 | 1 | 1 | | N | EA | DE 738 | CLEAR VINYL TUBING 3/8IN (100FT) | 0 | 16.31 | 16.31 |
| 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---

| FILLED BY | DELIVERED BY | DELIVERY DATE |
|---|---|---|
| | | |

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

SIGN HERE _____

PRINT YOUR NAME _____

DRIVER'S LICENSE _____

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

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<br>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.
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<br>BIN: PRIMARY | | 30 | 227.86 | C | | 68.36 | | T |
| 100 | DOT TEKHW1234 | HEX HEAD<br>BIN: PRIMARY | | 100 | 14.78 | C | | 14.78 | | T |
| 100 | DOT FW14 | FLAT STEEL WASHER<br>BIN: PRIMARY | | 100 | 4.38 | C | | 4.38 | | T |
| 100 | TB TC5345A | CABLE TIE MOUNTING BASE<br>BIN: PRIMARY | | 100 | 155.75 | C | | 155.75 | | T |
| 100 | TB TY525M | 7IN NAT NYL CBL TIE<br>BIN: PRIMARY | | 100 | 32.46 | C | | 32.46 | | T |

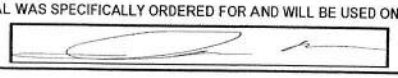
TITLE TO MERCHANDISE AND RISK OF LOSS OR DAMAGE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER. MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THROUGH ERROR ON OUR PART.

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 |

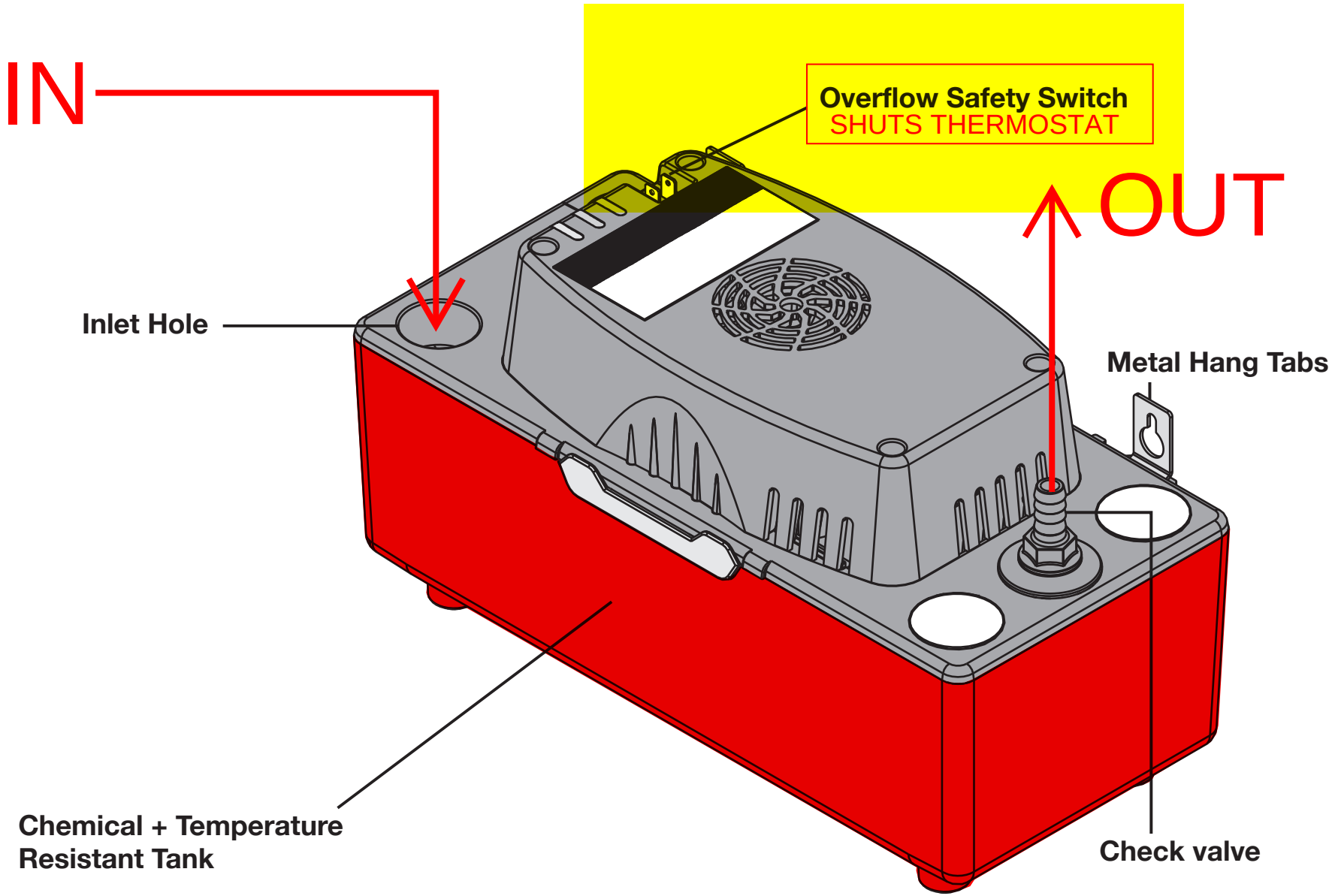
THIS MATERIAL WAS SPECIFICALLY ORDERED FOR AND WILL BE USED ON THE JOB NAME HEREIN. ABOVE MATERIAL REC EIVED:

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

DEPOSIT:
BAL DUE:

CUSTOMER COPY

# CONDENSATE PUMP



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

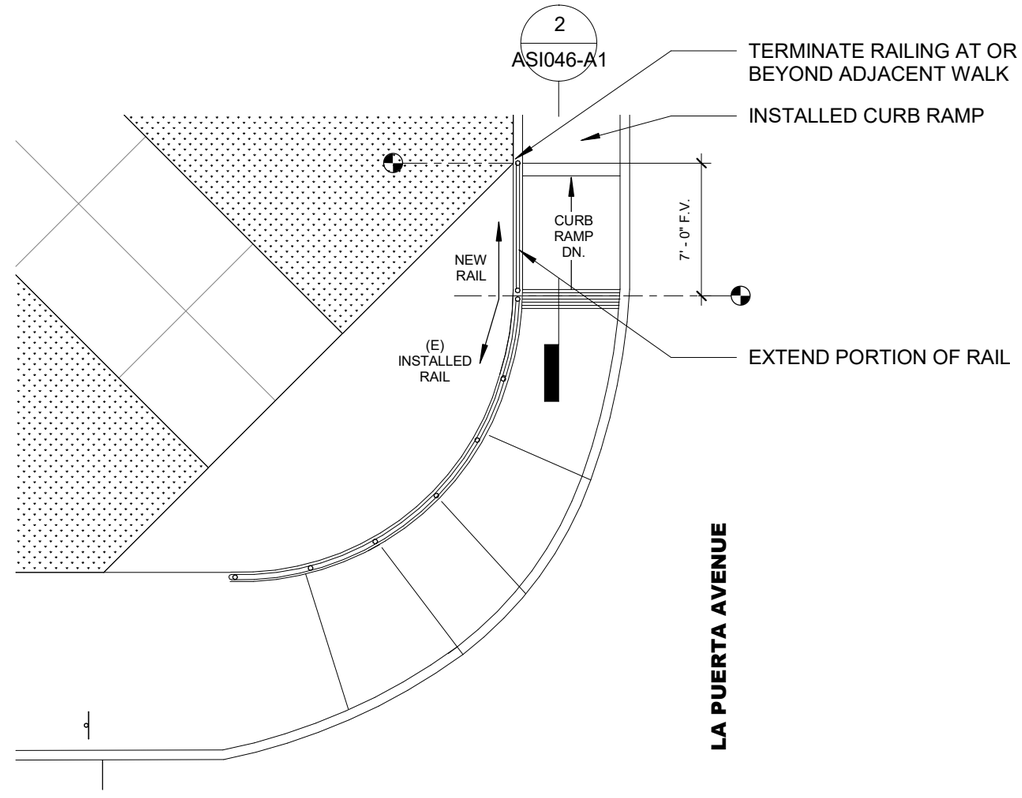
The work shall be carried out in accordance with the Change Order prepared by the Owner. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for these changes to the Work, as consistent with the Contract Documents, by signing below and returning an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

**Description:**

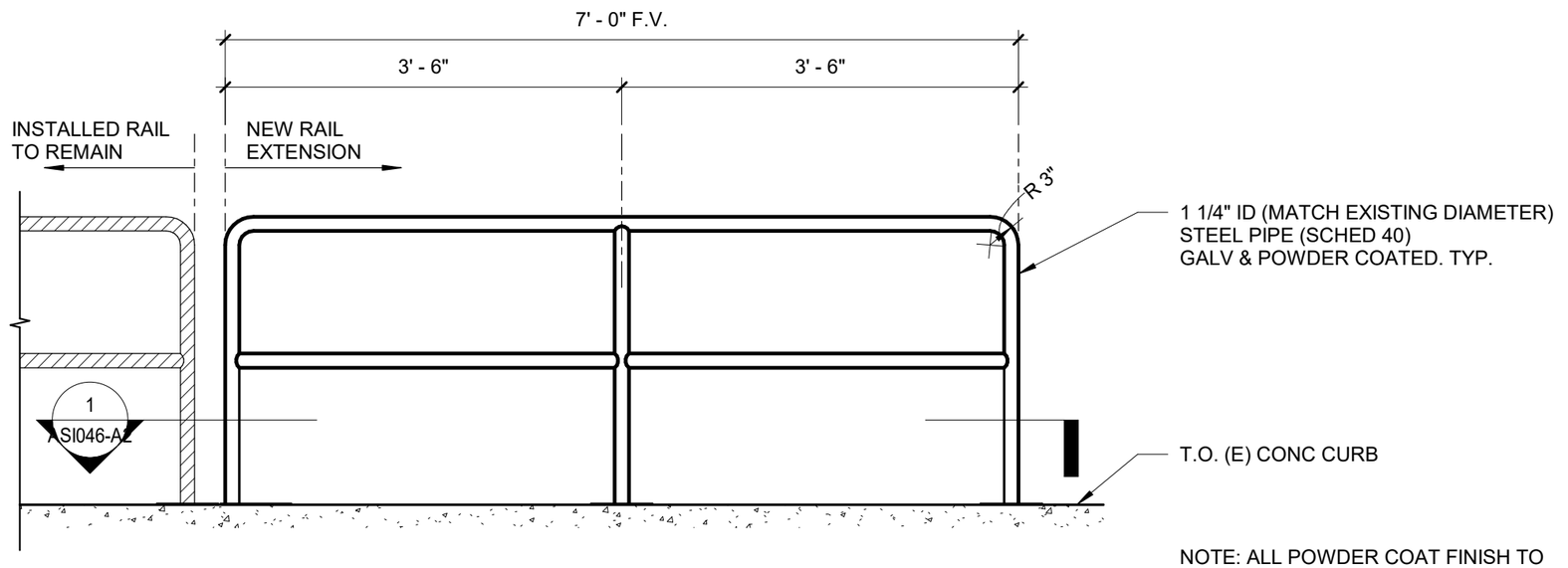
1. **Provide** Guardrail extension adjacent to install guardrail (ASI 042) at corner of Driskill / La Puerta.

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

| | |
|---|---|
| ISSUED:<br>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"

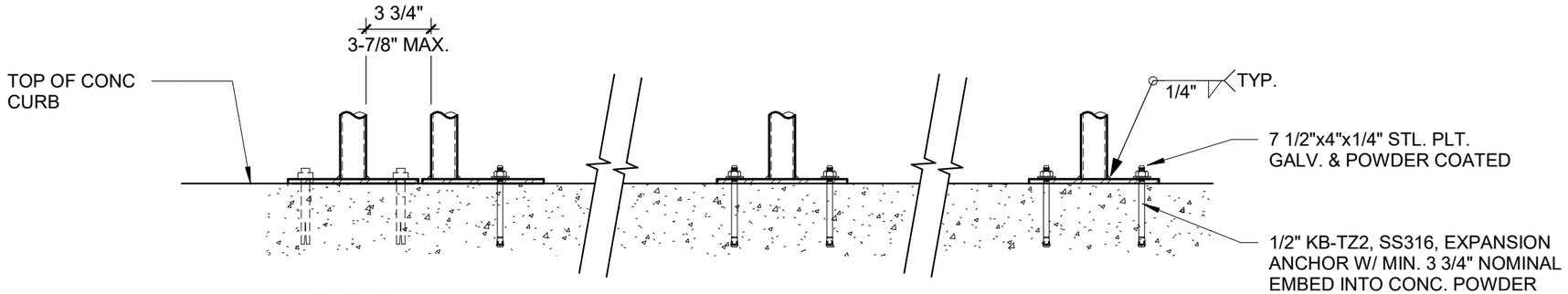



NOTE: ALL POWDER COAT FINISH TO BE BLACK POWDER COAT, RAL 9005.

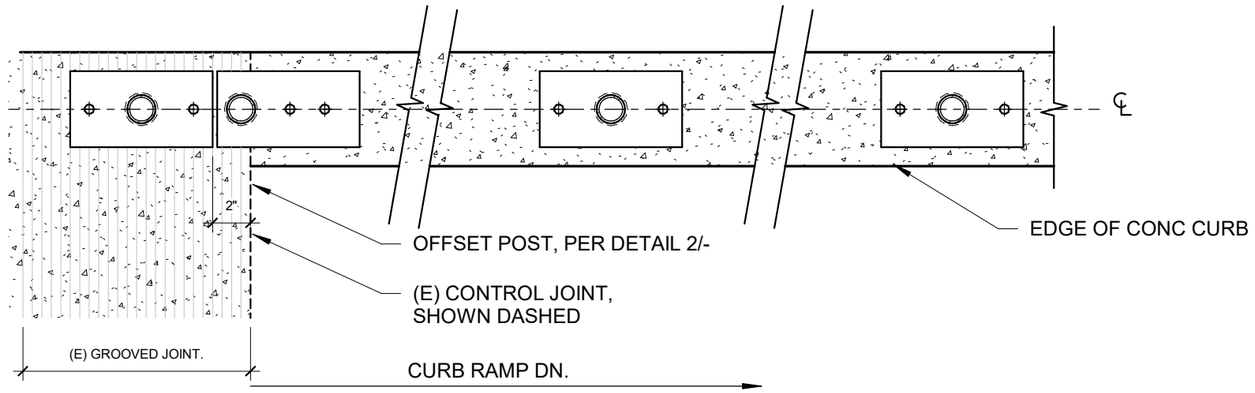
## 2 GUARDRAIL EXTENSION - PARTIAL ELEVATION
3/4" = 1'-0"

**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

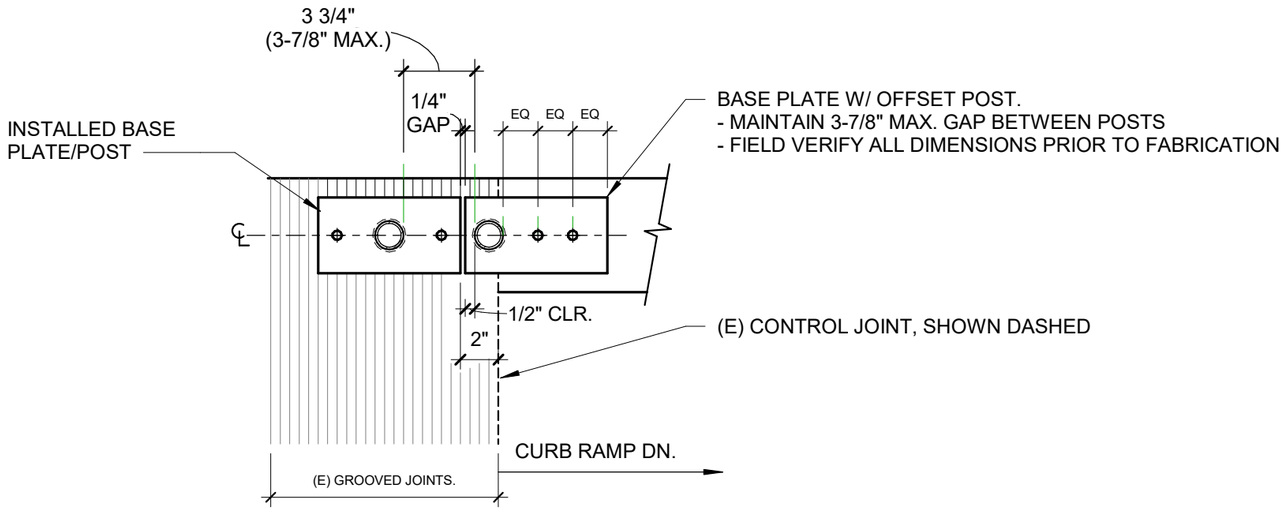



**SECTION**




**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

DATE 08/22/2025

**ASI046-A2**

OXNARD CA

REFERENCE SHEET NO.

**GUARDRAIL ATTACHMENT**

**ROSE AVENUE K-5 SCHOOL**

**OXNARD SCHOOL DISTRICT**

DSA FILE NO. 56-22

DSA APP. NO. 03-119284

PROJECT NO. 109990

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<br><br>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

**Attention:** Balfour Beatty Construction

**From:** Cliff Rodrick, cliff@ibccinc.com

# Proposed Change Order

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

| ***Description of Work*** |
|---|
| *COR #030 - CMU Ball Wall schedule Extension*<br>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.

**Contents**


Medium Weight Units ..... 2
Specialty Units ..... 6
- Correctional Facilities Units
- Dry-Block™
- Special Aggregate Units
- White, Green, Ladera Red & Burst Color Units

Normal Weight Units ..... 7
Screen Block ..... 8
Cap Block ..... 8
Slumpstone™ Units ..... 9
Lightweight Units ..... 10
Terms and Conditions of Sale ..... 14


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ANGELUS MASONRY FENCE WALL SYSTEM
A collection of conventional fence walls and retainers



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Post Tensioned Masonry Fences - Including 4-Inch Wide Designs

SPEC MIX®
E-Z MIX
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**


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) 921-0281

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


All prices are NET. Payments are due on the 10th and delinquent on the 15th of the month following purchase. 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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Featuring these and other industry-leading product lines.

SPEC MIX®

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

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

# PROJECT QUOTATION

| | | | |
|---|---|---|---|
| **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

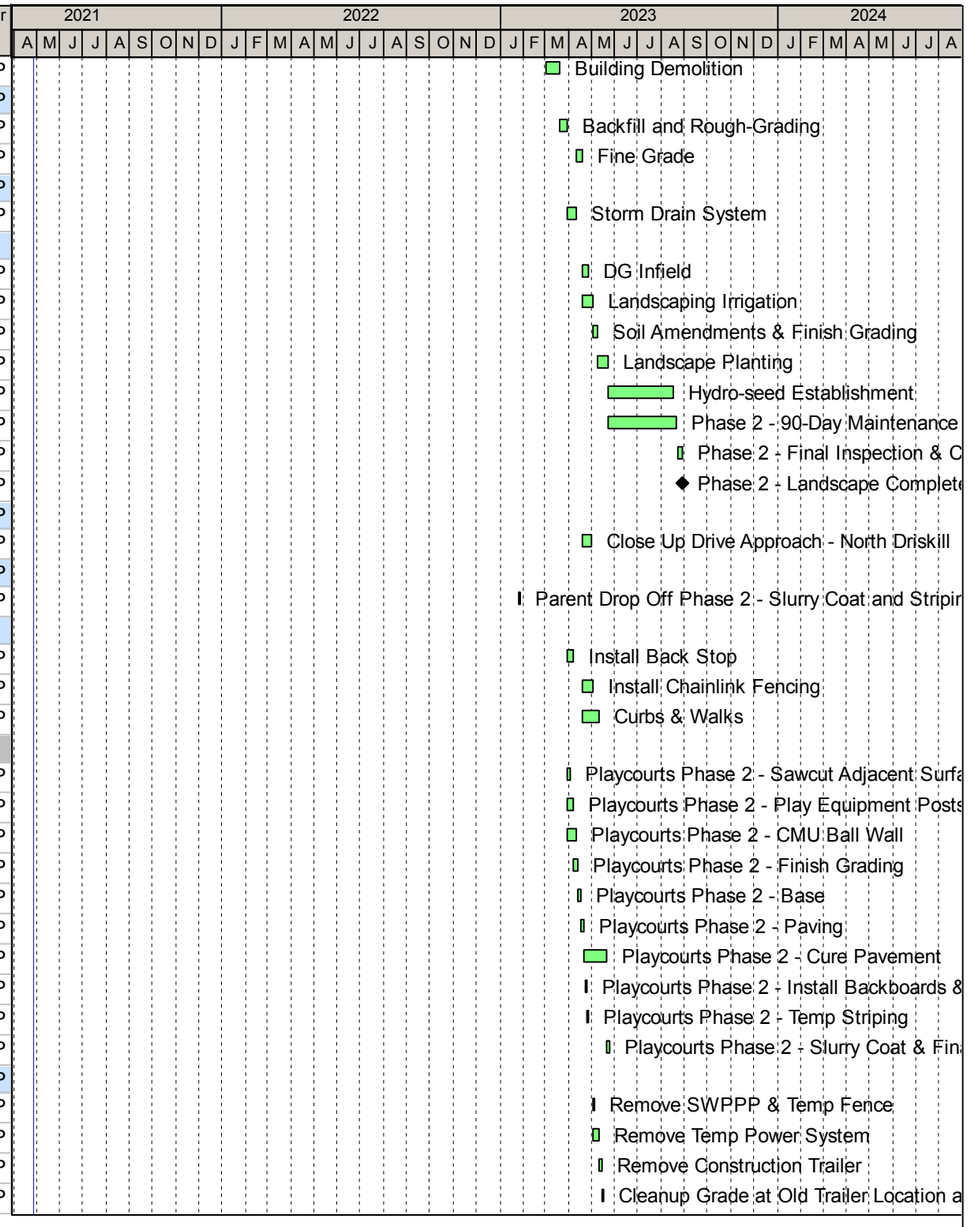
| LOS ANGELES | FOREMAN 5.00 | FOREMAN 3.00 | SCALE | 7 90% | 6 80.00% | GOOD THRU 05/01/25 5 70.00% | 4/30/2026 4 65.00% |
|---|---|---|---|---|---|---|---|
| RATE >>>> | 57.58 | 55.58 | 52.58 | 47.32 | 42.06 | 36.81 | 34.18 |
| PENSION & ANNUITY 9.98 | 9.98 | 9.98 | 9.98 | 9.98 | 9.98 | 9.98 | 7.83 |
| 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 | 9.82 | 9.33 |
| h & w 9.55 | 9.55 | 9.55 | 9.55 | 9.55 | 9.55 | 9.55 | 8.75 |
| APPRENT. 0.8 | 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 | 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 |



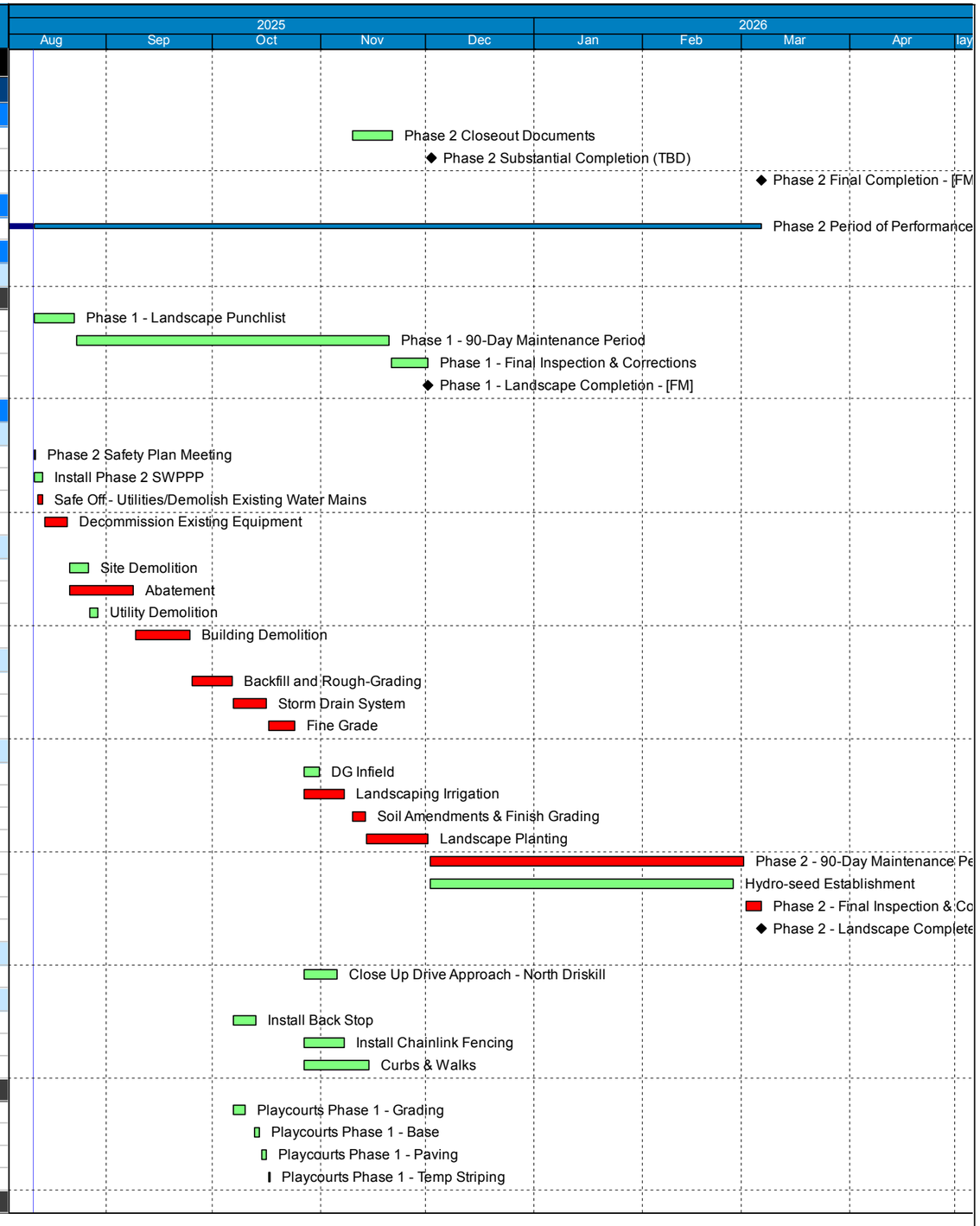

Project ID: RoseK5-1-2-2-1
Start Date: 02-Feb-21
Finish Date: 28-Aug-23

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

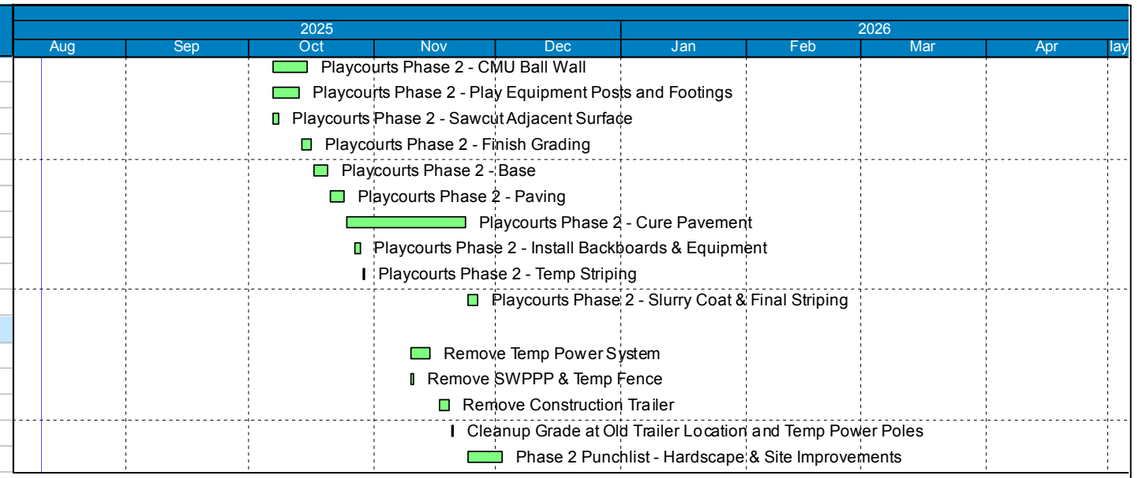
Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone

**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<br><br>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

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: 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*<br>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:** | **Trust Fund Contact:** |
| CASD-ComBuilding | Employer Services, (213) 386-8590 ext. 116 |
| CASD-ResLtCarp | EmployerServices@carpenterssw.org |
| **Preferences:** | **Union Contact:** |
| Certified Welders | Contract Administration, (213) 385-1457 |
| | Contracts@swcarpenters.org |
| PP025 | |

| 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<br>Estimator:<br>Rick Suarez |

| Project |
|---|
| Rose Avenue Elementary School |

| Qty | Description |
|---|---|
| | BID PACKAGE 29 (ADDENDUM 1-8):<br>SECTION 11 68 23 - EXTERIOR COURT ATHLETIC EQUIPMENT (FURNISH ONLY)<br>*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,<br>RICK SUAREZ<br>(714) 658-4507 - DIRECT #<br>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<br>ATTN: INLAND BUILDING<br>Estimator:<br>Rick Suarez |

| Project |
|---|
| Rose Avenue Elementary School |

| Qty | Description |
|---|---|
| | BID PACKAGE 29 (ADDENDUM 1-8):<br>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,<br><br>RICK SUAREZ<br>(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<br>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<br>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<br>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<br>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<br>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<br>Model: LA-BC-3 - 3-1/2" OD Braceband w/ Tightening Clamp | $36.00 | $42.00 | $45.00 |
| 3 | Net Post Accessories<br>Model: LA-BE-3 - 3-1/2" OD Braceband w/ Eye | $24.00 | $28.00 | $30.00 |
| 3 | Volleyball Nets<br>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<br>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<br>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.

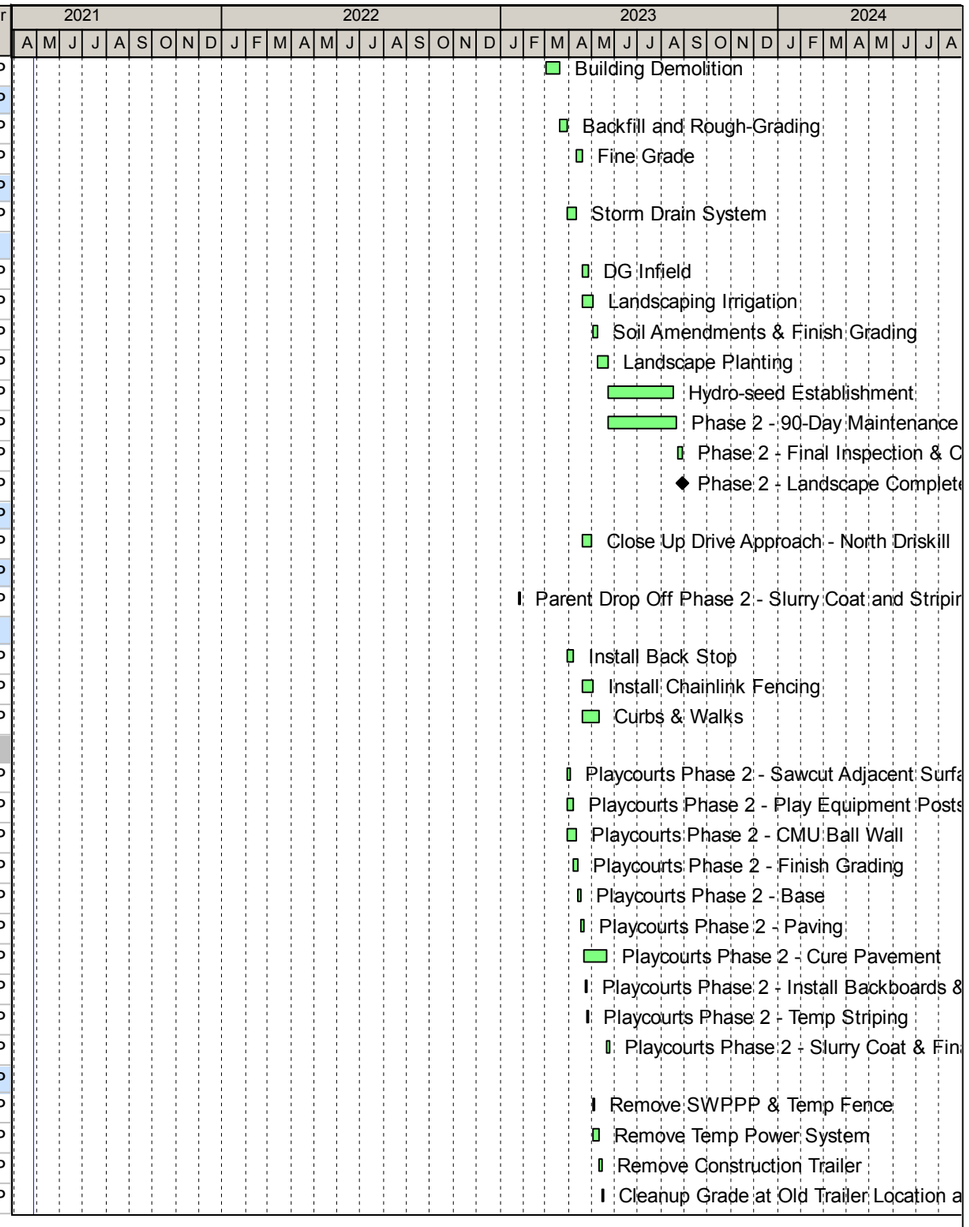
**Environmental Fee:** This fee is designed to offset investment costs and expenses related to the reduction of carbon emissions and proper disposal of waste products. This fee is not a tax or government mandated charge, but will be charged as a flat fee per delivery ticket for administrative convenience.

**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.

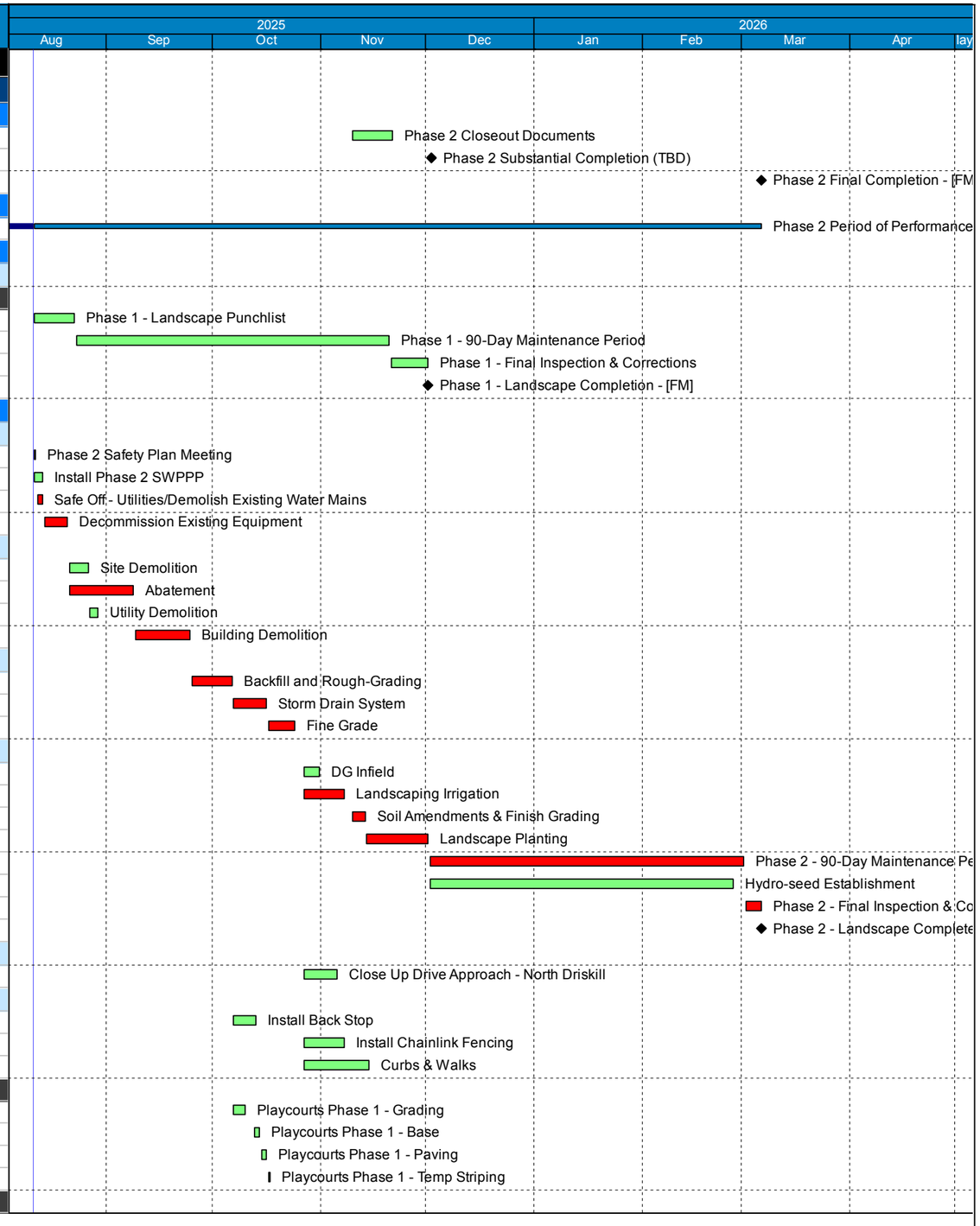
This proposal is subject to acceptance by the buyer within 15 days hereof after which time it will be of no force or effect except at the discretion of the seller.

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 |



| 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

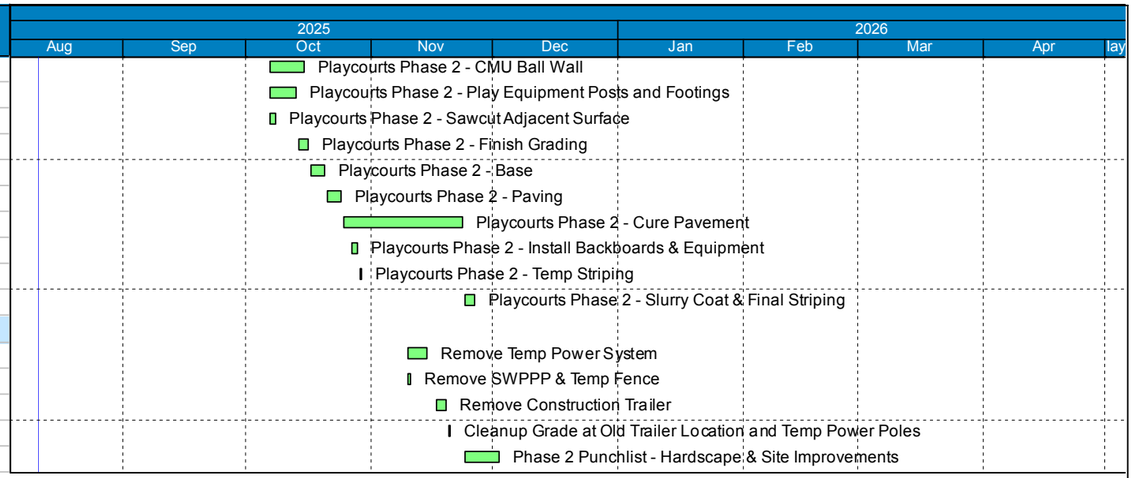
Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone

**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<br><br>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.

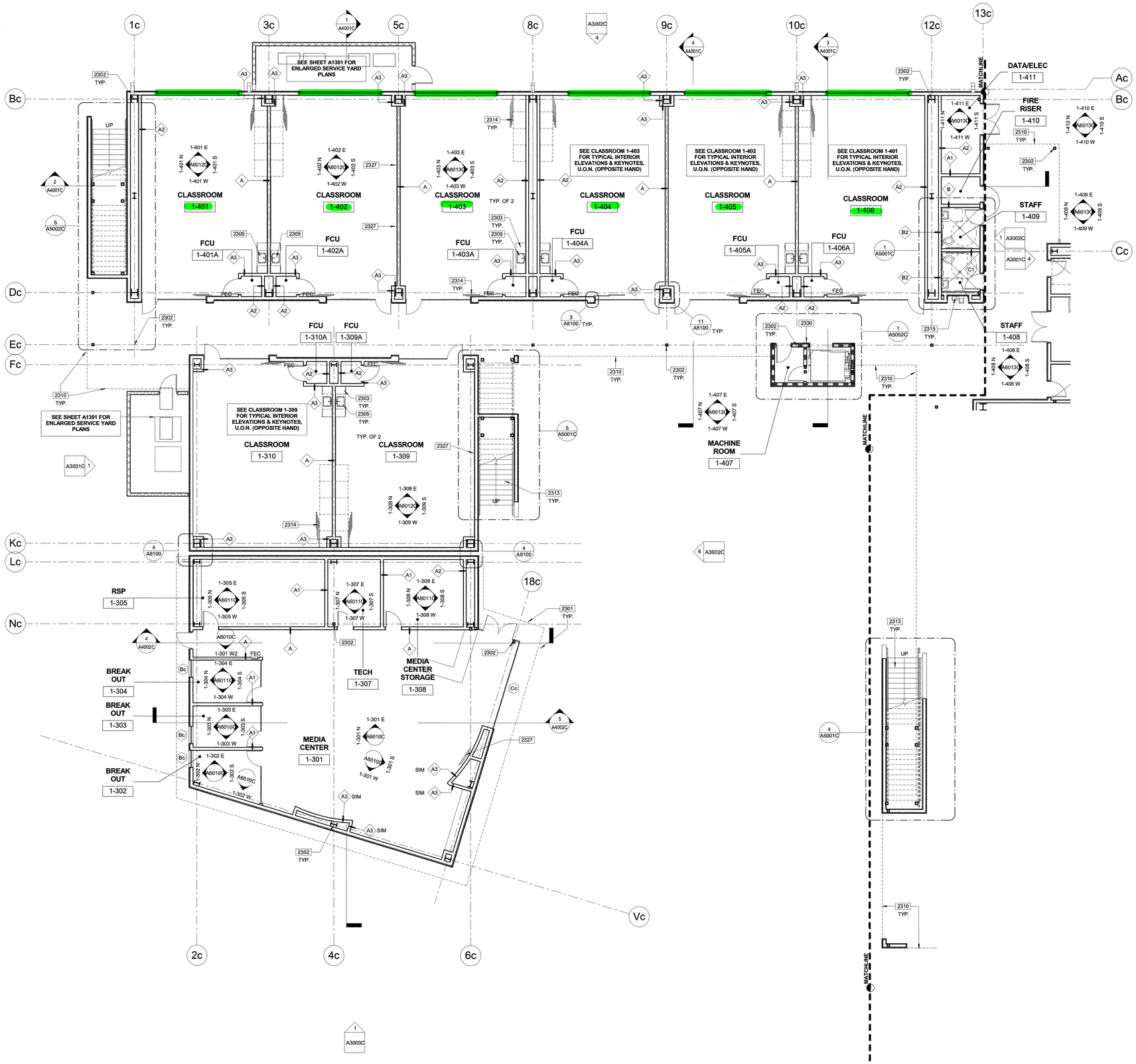
**Total Bands:**31 **Total Motors:** 0

| | |
|---|---|
| **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

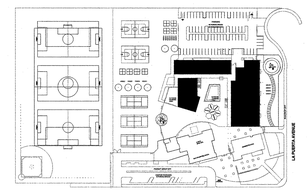
2301 LINE OF ROOF / AWNING ABOVE SHOWN DASHED.
2302 STEEL COLUMN, SEE STRUCTURAL DRAWINGS.
2303 PLASTIC LAMINATED CASEWORK & COUNTERTOP, SEE INTERIOR ELEVATIONS.
2305 PLUMBING FIXTURE, SEE PLUMBING DRAWINGS.
2310 LINE OF WALKWAY ABOVE SHOWN DASHED.
2313 STAIRS
2314 SLIDING MAGNETIC MARKER BOARDS ON SLIDING 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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DATE JUL 10 2019

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CONSULTANTS

PRIME CONSULTANT

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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: 06/03/2019 |

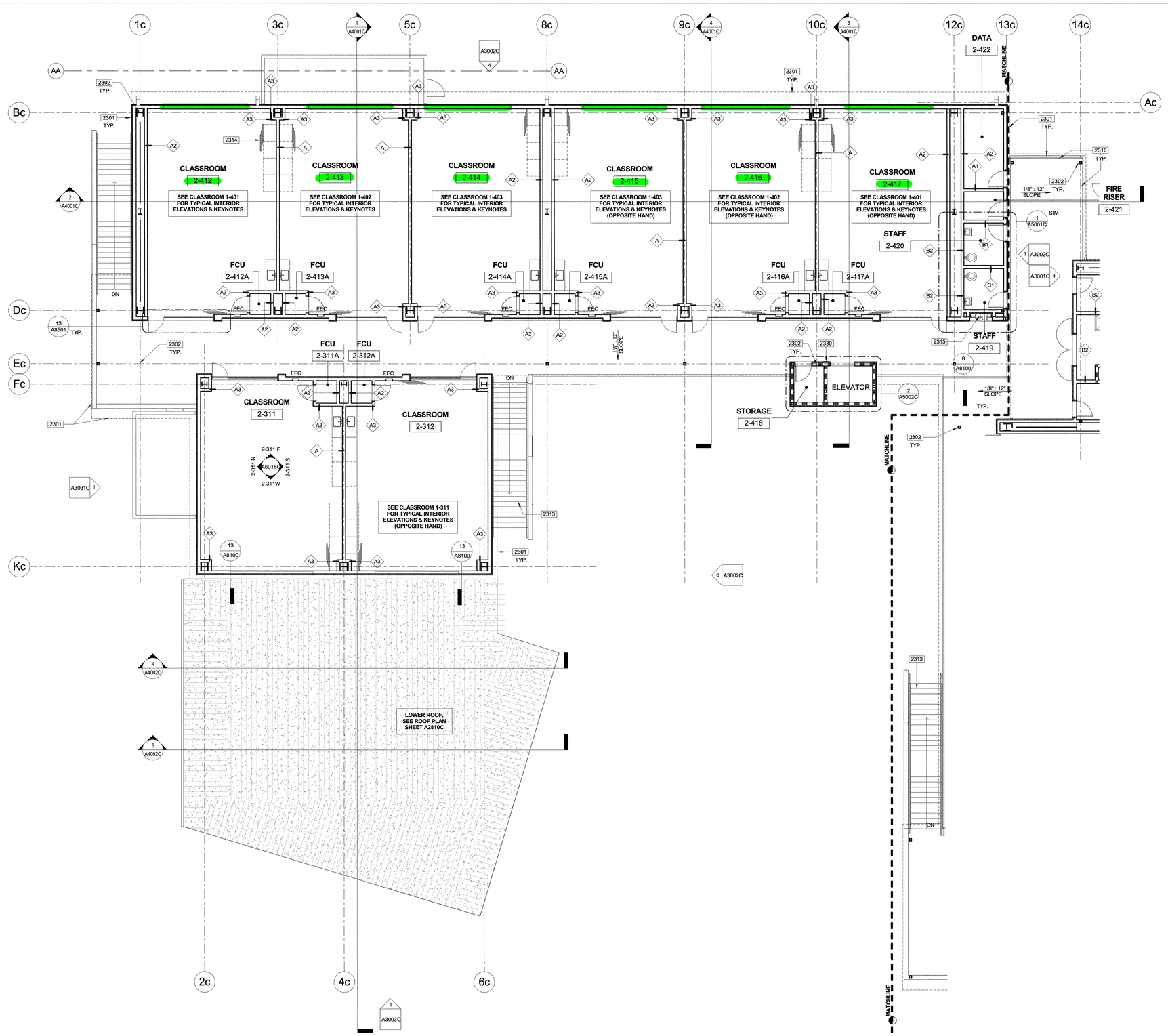
SHEET TITLE
BUILDING C - FIRST FLOOR PLAN - NORTH

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

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

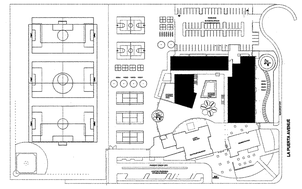
2301 LINE OF ROOF / AWNING ABOVE SHOWN DASHED.
2302 STEEL COLUMN, SEE STRUCTURAL DRAWINGS.
2313 STAIRS
2314 SLIDING MAGNETIC MARKER BOARDS ON SLIDING TRACK.
2315 HI-LOW ACCESSIBLE DRINKING FOUNTAIN, SEE PLUMBING DRAWINGS.
2316 GUARDRAIL
2317 WALKWAY
2330 ELEVATOR SIGNAGE, SEE DETAIL 12/A8700.

# 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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AGENCY INFORMATION:

| AGENCY TRACKING NO | FILE NO |
|---|---|
| 72538-107 | 56-22 |

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DATE JUL 10 2019

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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

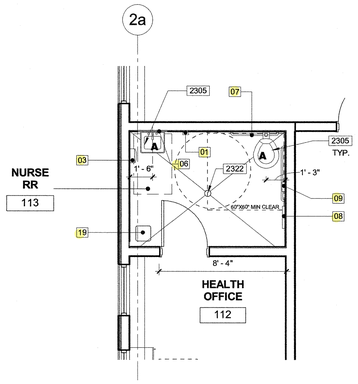
BUILDING C - SECOND FLOOR PLAN - NORTH

SHEET NUMBER A2320C

ISSUE

SCALE CHECK 1 in

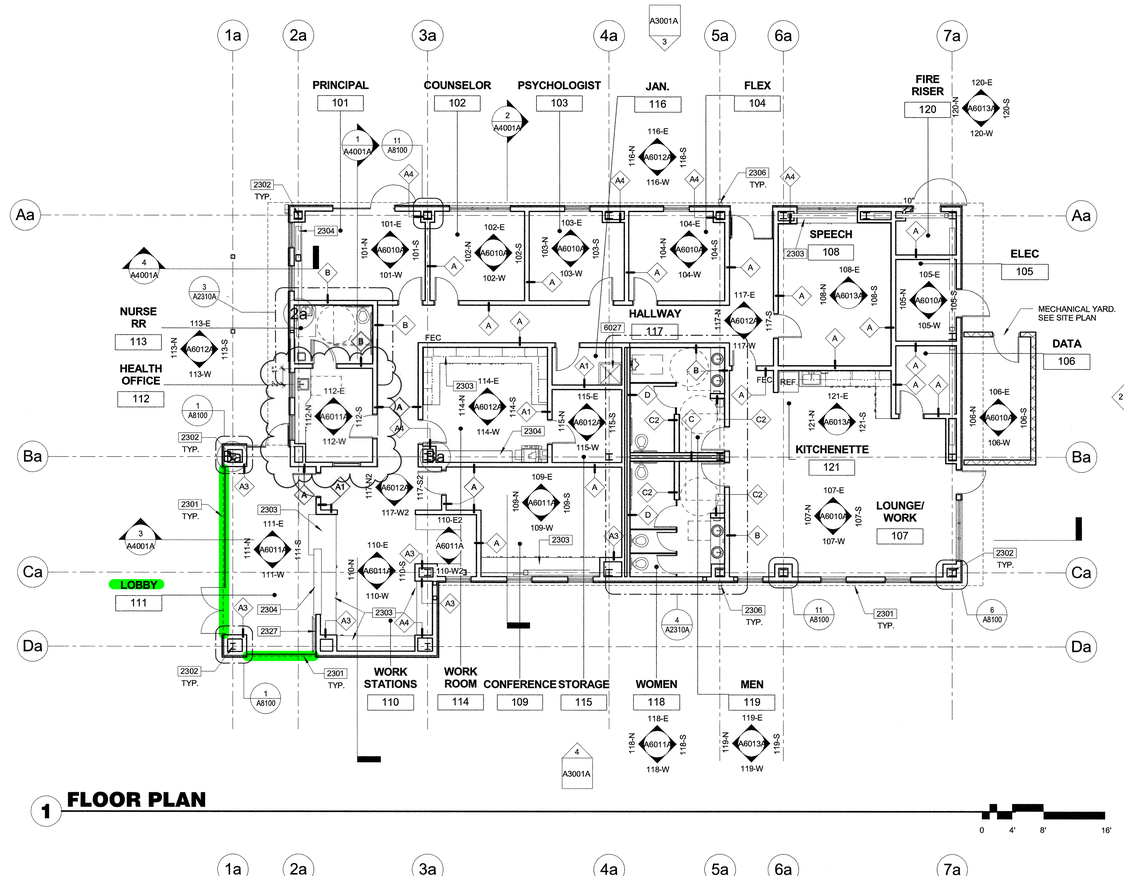
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## 3 NURSE RR - AGES (5-12)

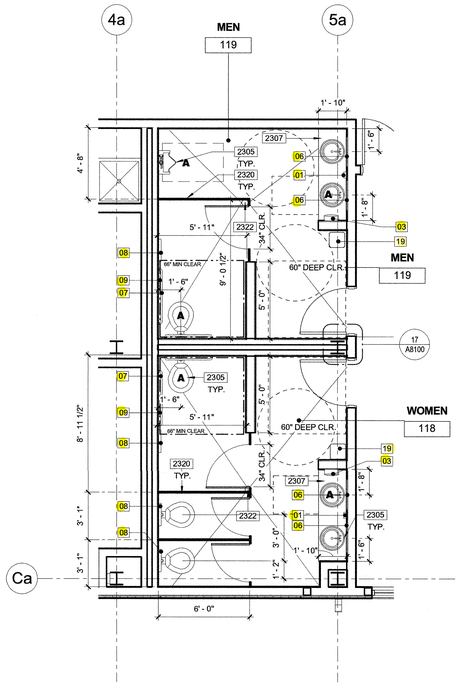
NOTE: REFER TO 8/A8700 FOR MOUNTING HEIGHTS.

0 2' 4' 8'




## 1 FLOOR PLAN

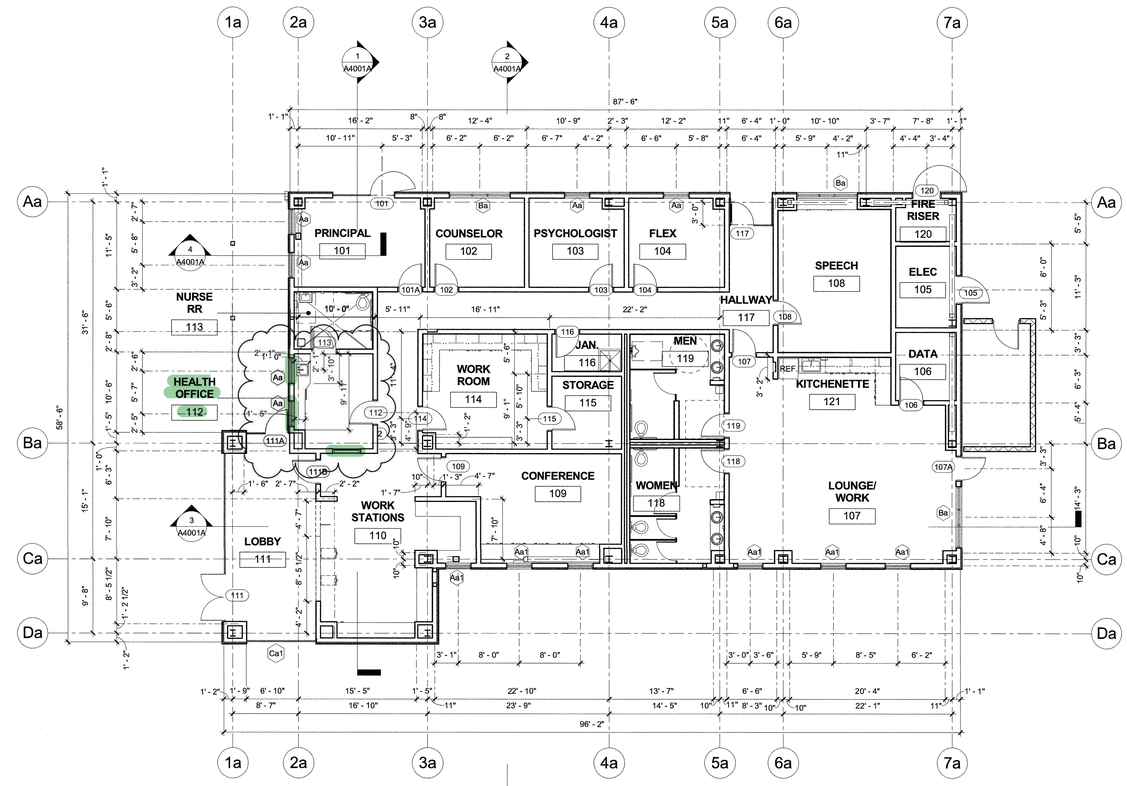
0 4' 8' 16'




## 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

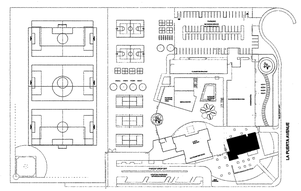
01 SURFACE-MOUNTED SOAP DISPENSER, OPCI
02 SURFACE-MOUNTED PAPER TOWEL DISPENSER, OPCI
03 SEMI-RECESSED PAPER TOWEL DISPENSER
06 18-INCH x 30-INCH MIRROR WITH STAINLESS STEEL WITH ANGLE FRAME
07 STAINLESS STEEL GRAB BAR, LENGTH AS REQUIRED FOR ACCESSIBLE STALLS
08 SURFACE-MOUNTED SEAT-COVER DISPENSER, 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




CLIENT

OXNARD SCHOOL DISTRICT

220 S. Driskill St, Oxnard, CA 93030

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DATE JUL 10 2019

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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

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<br><br>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<br><br>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<br>Balfour Betty<br>300 E. Esplanade Drive #1120<br>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)**<br>300 E. Esplanade Drive #1220<br>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

**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.

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

ARCADIS

**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.

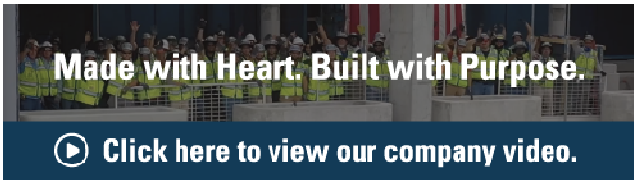
Ruben,

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

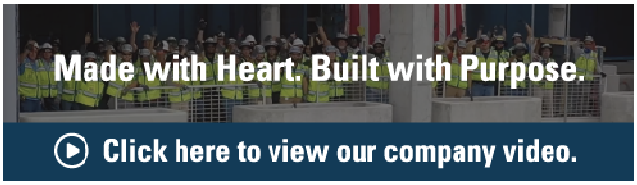
Ruben,

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<br>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<br>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 |

| | | | |
|---|---|---|---|
| | 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 #: 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<br><br>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<br>Balfour Betty<br>300 E. Esplanade Drive #1120<br>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% | 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)**<br>300 E. Esplanade Drive #1220<br>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.

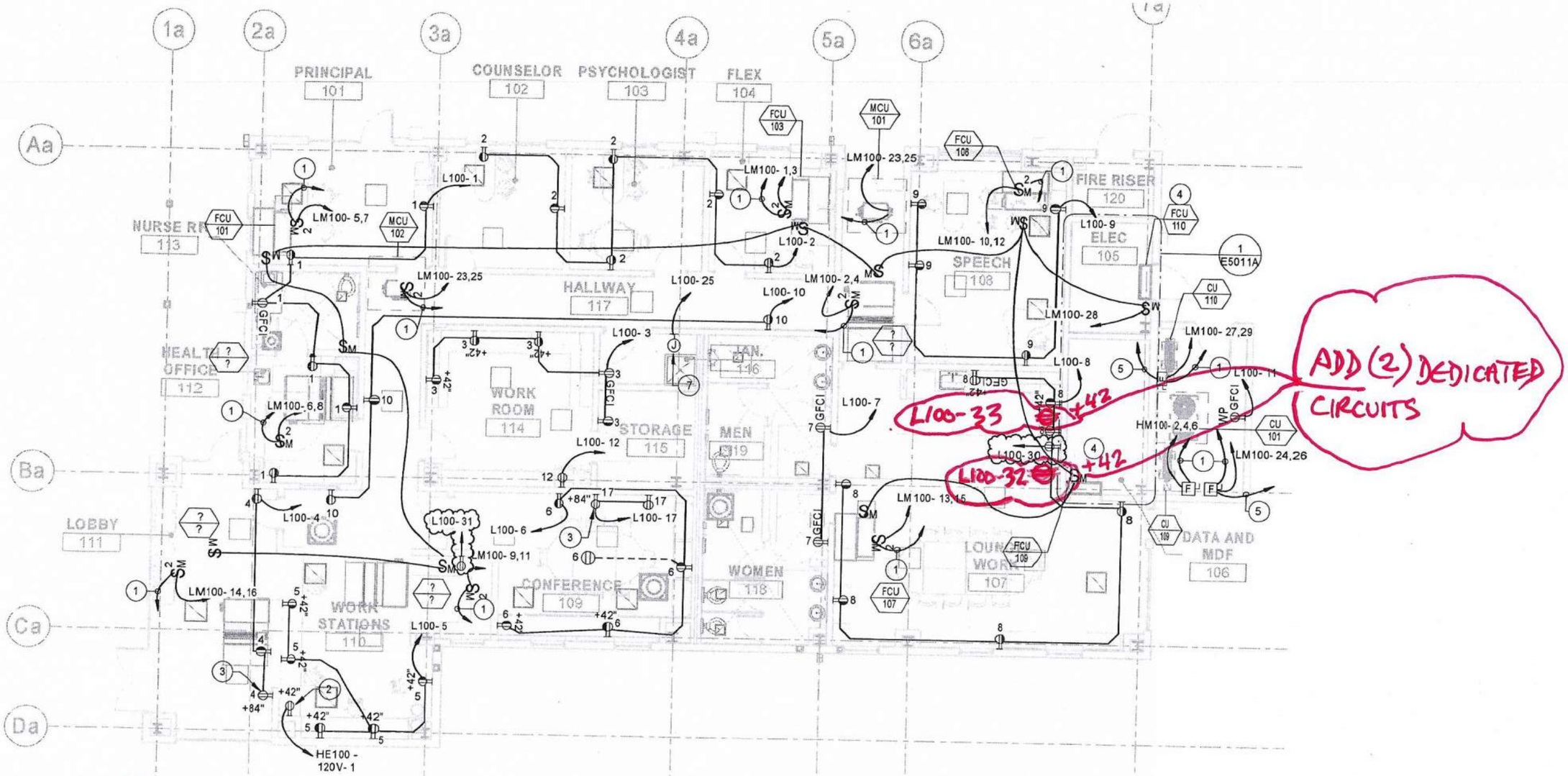
Awaiting an Official Response

**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.

**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 #: 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<br><br>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

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*<br>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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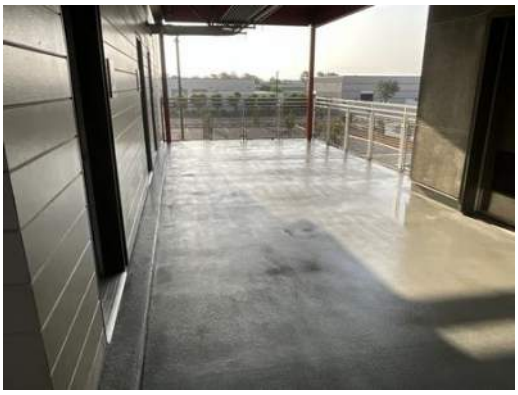
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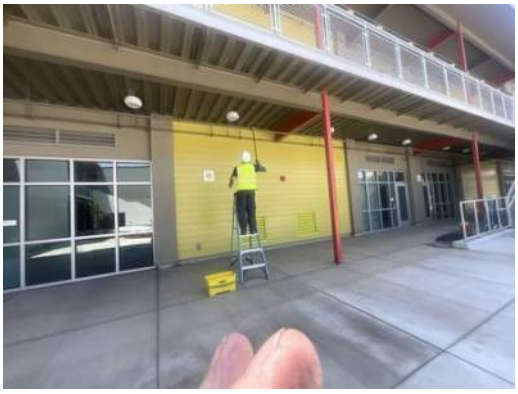
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## Approvals

| 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. additional Cleaning of buildings, vents, pipes, windows, etc. building C and building B. 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. |

**Attachments**




1754918785483.139893_tempImage.jpeg

## 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

Victor Barajas

*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 | | |

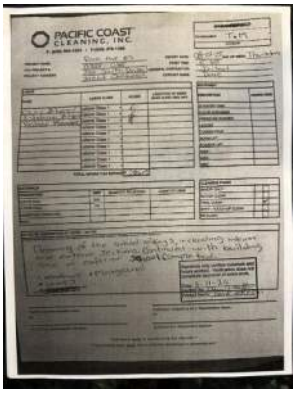
## Subcontractors (1)

| Company | Description |
|---|---|
| Pacific Coast Clean | 3 workers final cleaning, buildings, windows, lights, lamps, and standards, school railings, |

**Attachments**



1754944767589.695068_tempImage.jpeg




1754944767527.547852_tempImage.jpeg

## 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*

*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 #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***

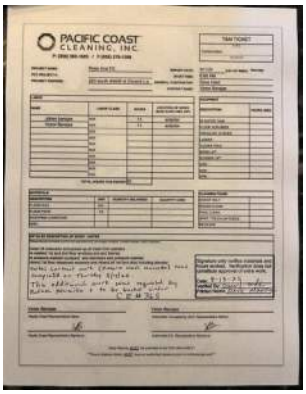
**Inland Building Construction Companies Inc**
323 South Sierra Way
San Bernardino, California 92408
P: 9098846276

**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 | **REPORT DATE:** | 8/12/25 **DAY OF WEEK:** Tuesday |
| **PCC PROJECT #:** | | **START TIME:** | .6:30 |
| **PROJECT ADDRESS:** | 220 South Driskill St Oxnard C.A | **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 10R Timothy

*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
**PCC PROJECT #:**
**PROJECT ADDRESS:** 220 South Driskill st Oxnard c.a

**REPORT DATE:** 8/14/25 **DAY OF WEEK:** Thursday
**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 | 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<br>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)<br><br>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: _____




# Time and Material Report

12360-001
Rose Ave. E.S Conc Placement
Date Range: 5/12/2025 to 5/12/2025

**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

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 | 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 | 0.50 | 57.67 | $11.38 | 15.00 | $ 407.67 |
| 1383Z A | Alvino John Zuniga | L1 | 8.00 | 71.69 | 1.00 | $21.94 | 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 | 0.50 | 119.02 | $22.75 | 15.00 | $ 855.53 |
| 1481B E | Espiridion Baltazar Luna | CMTMASON | 8.00 | 73.52 | 1.00 | $22.75 | 0.50 | 119.02 | $22.75 | 15.00 | $ 855.53 |
| 1499A S | Seferino Astorga Alderete | CMTMASON | 8.00 | 73.52 | 1.00 | $22.75 | 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 | 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 | 0.50 | 125.02 | $24.25 | 15.00 | $ 1,007.64 |
| 53CASTEL | Manuel R. Castellon | L1 | 8.00 | 71.69 | 2.00 | $43.88 | 0.50 | 115.57 | $21.94 | 15.00 | $ 941.35 |
| 65 | Sergio Fuentes-Espinoza | CMTMASON | 8.00 | 73.52 | 1.00 | $22.75 | 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

TORO ENTERPRISES INC.
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** **$ 9,851.21**

# 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

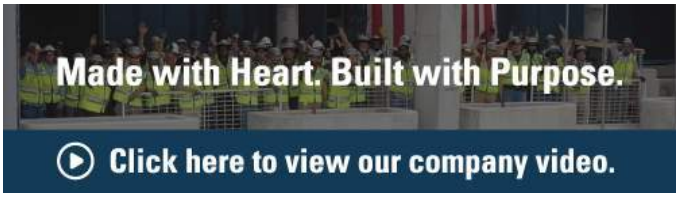
RA

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

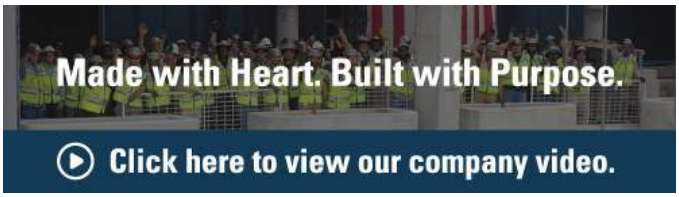

**From:** Garcia, Alex <AlexGarcia@Balfourbeattyus.com>
**Sent:** Monday, June 23, 2025 2:53 PM
**To:** Shane Ward <shane@ibccinc.com>; Cliff Rodrick <cliff@ibccinc.com>; Jeff Murray <jeff@ibccinc.com>; Jason Landress <jlandress@ibccinc.com>
**Cc:** Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>; Kuykendall, 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 ?

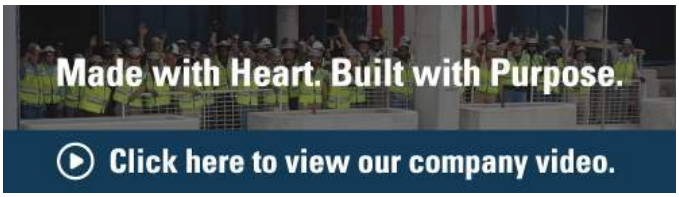
---

**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>

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**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 | | | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SHIP DATE | TICKET | VEHICLE | CLASS | PROD CODE | DESCRIPTION | UOM | QTY | PRICE | UOM | QTY | PRICE | UOM | QTY | PRICE | |
| 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 #: 0900TAY
CA #: 494104

| SHIPPER | RECEIVER |
|---|---|
| Ford Ent | Vulcan |
| ADDRESS: 220 S. Driskill St | ADDRESS: 6029 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 | 9:40 | 10:00 | 11:15 | | |
| 2 | | | Concrete | 12:30 | 11:40 | 2:55 | 2:00 | | |
| 3 | | | Concrete | 2:15 | 2:25 | 2:55 | 3:00 | | |
| 4 | | | | | | | | | |
| 5 | | | | | | | | | |
| 6 | | #12360 | | | | | | | |
| 7 | | CC | 9099-8002 | | | | | | |
| 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

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 trucking

DATE: 6/23/25

JOB #: 12360

ADDRESS:

BROKER #:

CITY/STATE/ZIP: PH.

TRUCK #: 01

UNDERLYING CARRIER (IF ANY): H Diaz trucking

TRAILER #: 0800X44

ADDRESS: PH.

CA #: 449104

| SHIPPER | RECEIVER |
|---|---|
| ford ent | Vulcan |
| ADDRESS 220 S. Dris Rill St | ADDRESS 6024 E Vineyard |
| 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 | 9:40 | 10:00 | 11:15 | | |
| 2 | | | Concrete | 12:30 | 11:40 | 1:55 | 2:00 | | |
| 3 | | | Concrete | 2:15 | 2:25 | 2:55 | 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 |
|---|---|---|---|---|---|---|
| 8:00 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

SHIPPER/RECEIVER (AGENT OR DEBITOR) SIGNATURE

ORIGINAL

250

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: | TOTAL LOADS: |
|---|---|
| 2.00 | 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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**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
Rose Ave. E.S Conc Placement
Date Range: 6/24/2025 to 6/24/2025

**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

**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

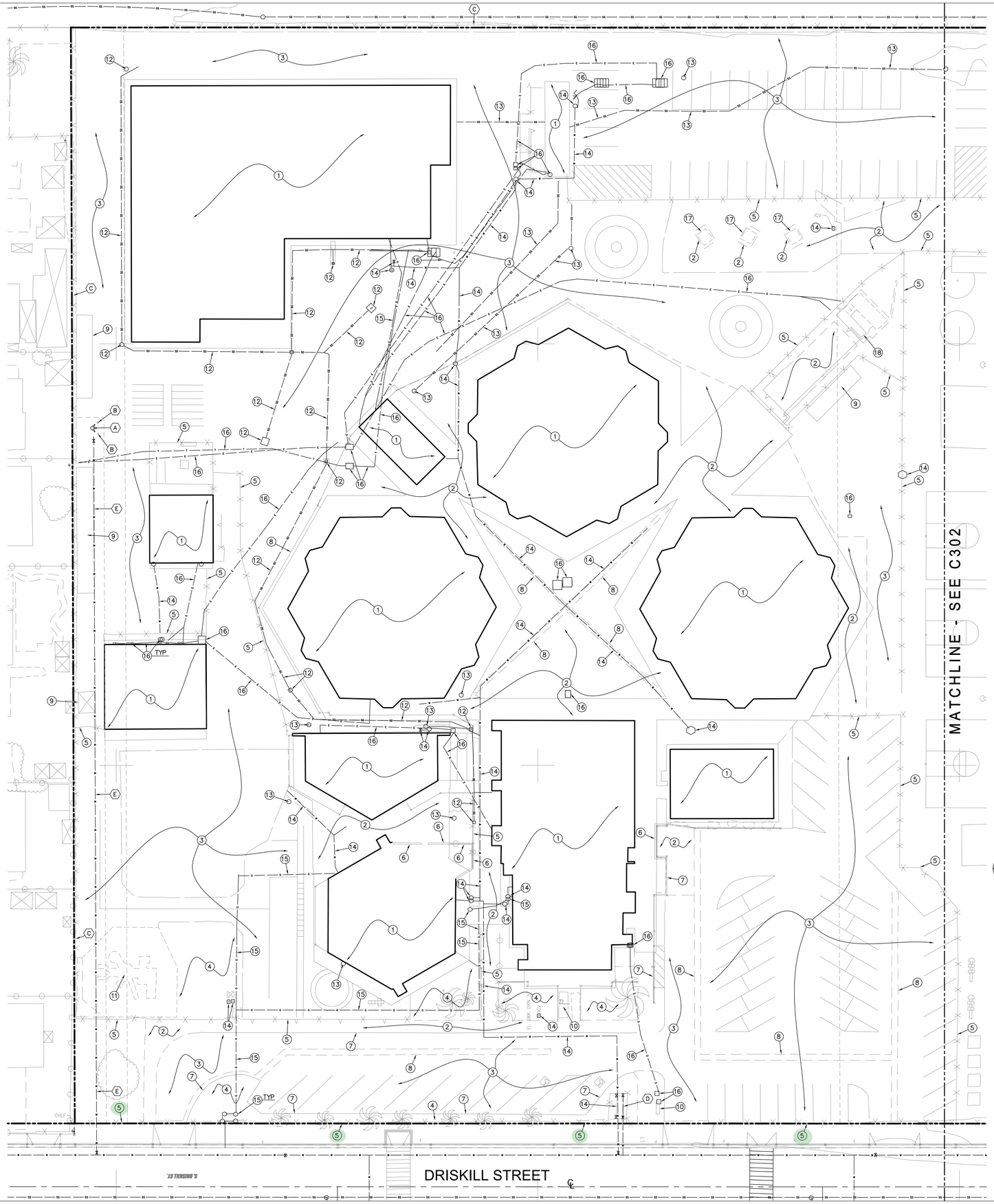
Approved by

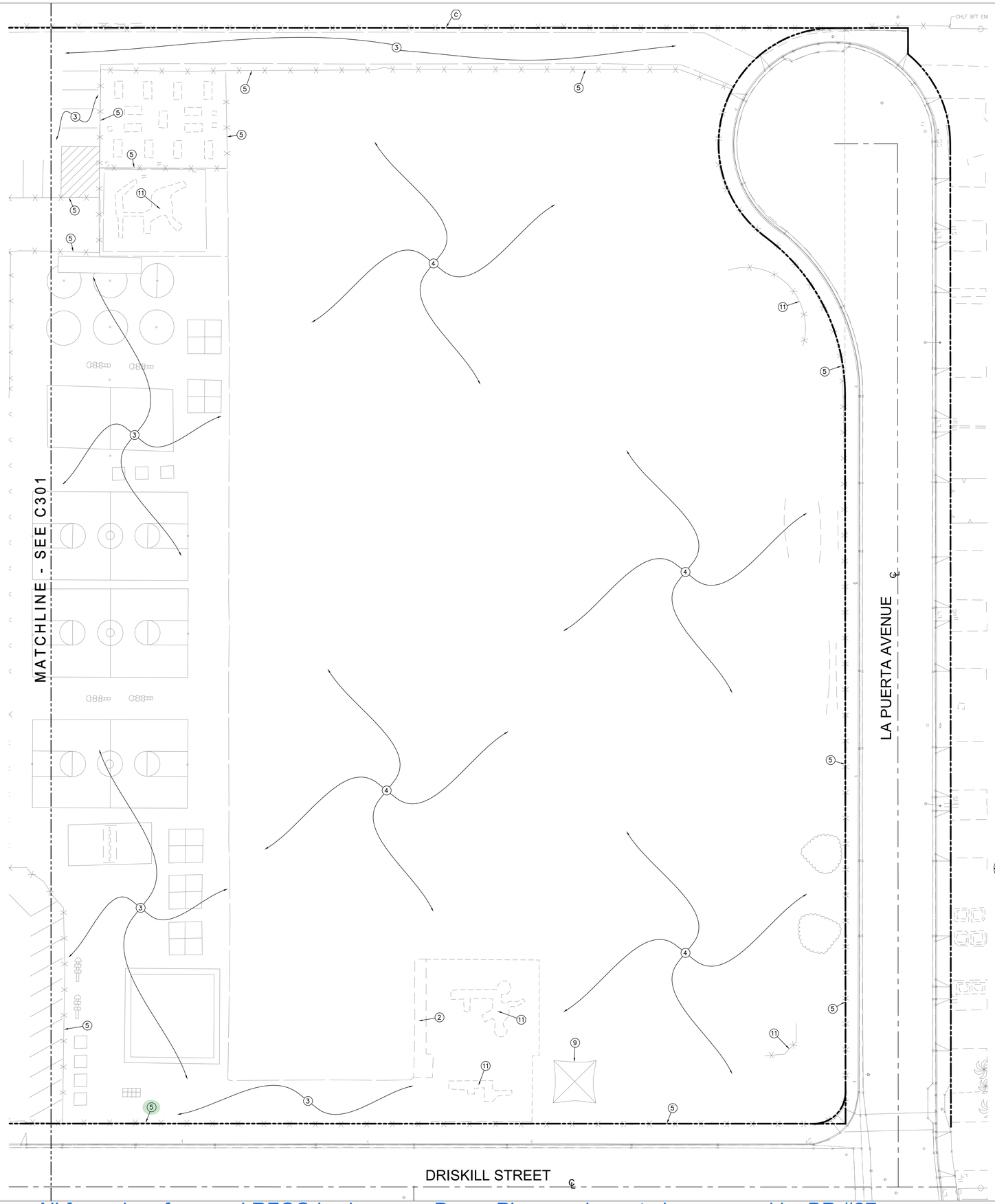
Signature only verifies materials and hours worked.
Verification does not constitute approval of extra work.

Date: 7/21/2025

Verified By: Jason Landress

Printed Name: Jason Landress - IBCC Superintendent


MATCHLINE - SEE C302
DRISKILL STREET
DRISKILL STREET
TYP
TYP
ICV
EW
EW
EW

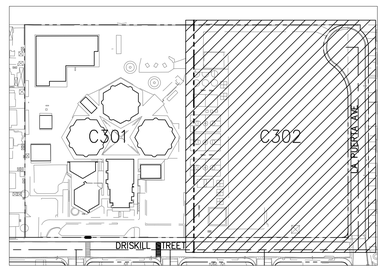



## DEMOLITION PLAN

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. 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

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

# Time and Material Report

GENERAL ENGINEERING CONTRACTORS

**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

Toro ENTERPRISES INC.
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 |

Vulcan Materials Company and Subsidiaries
CALMAT CO.

Cra

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: | 26.22 |
|---|---|
| FEES: | 0.00 |

| TOTAL PRODUCT: | 351.54 |
|---|---|
| TOTAL FREIGHT: | 0.00 |
| TOTAL OTHER: | 10.00 |

**Pay this AMOUNT: $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. | | |

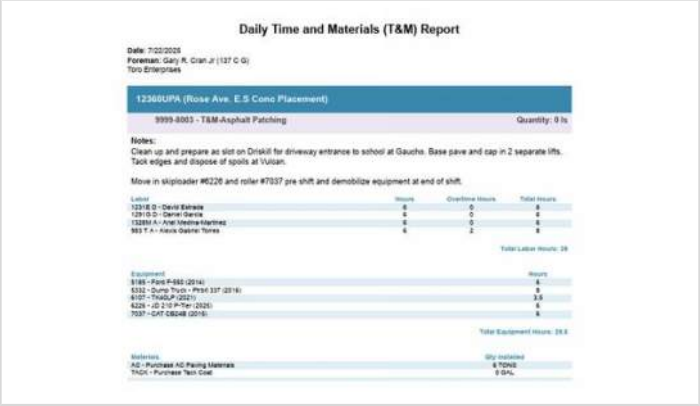
## Materials (1)

| 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 |

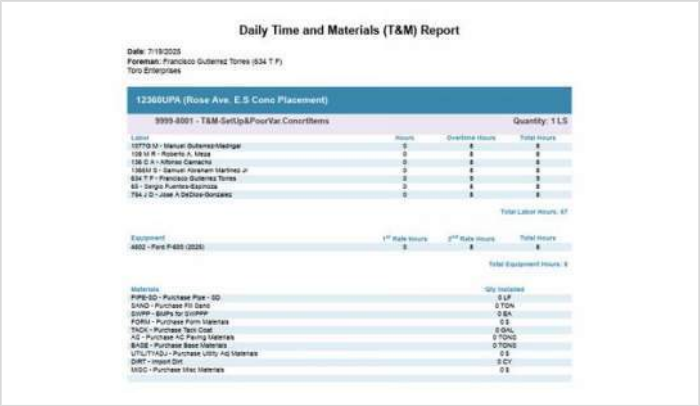
## Materials (1)

| 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

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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.
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ENTER FOR A CHANCE TO BE
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¡ENTRE EN EL SORTEO MENSUAL
PARA SER UNO DE LOS CINCO GANADORES DE $500!

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<br><br>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*<br>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.

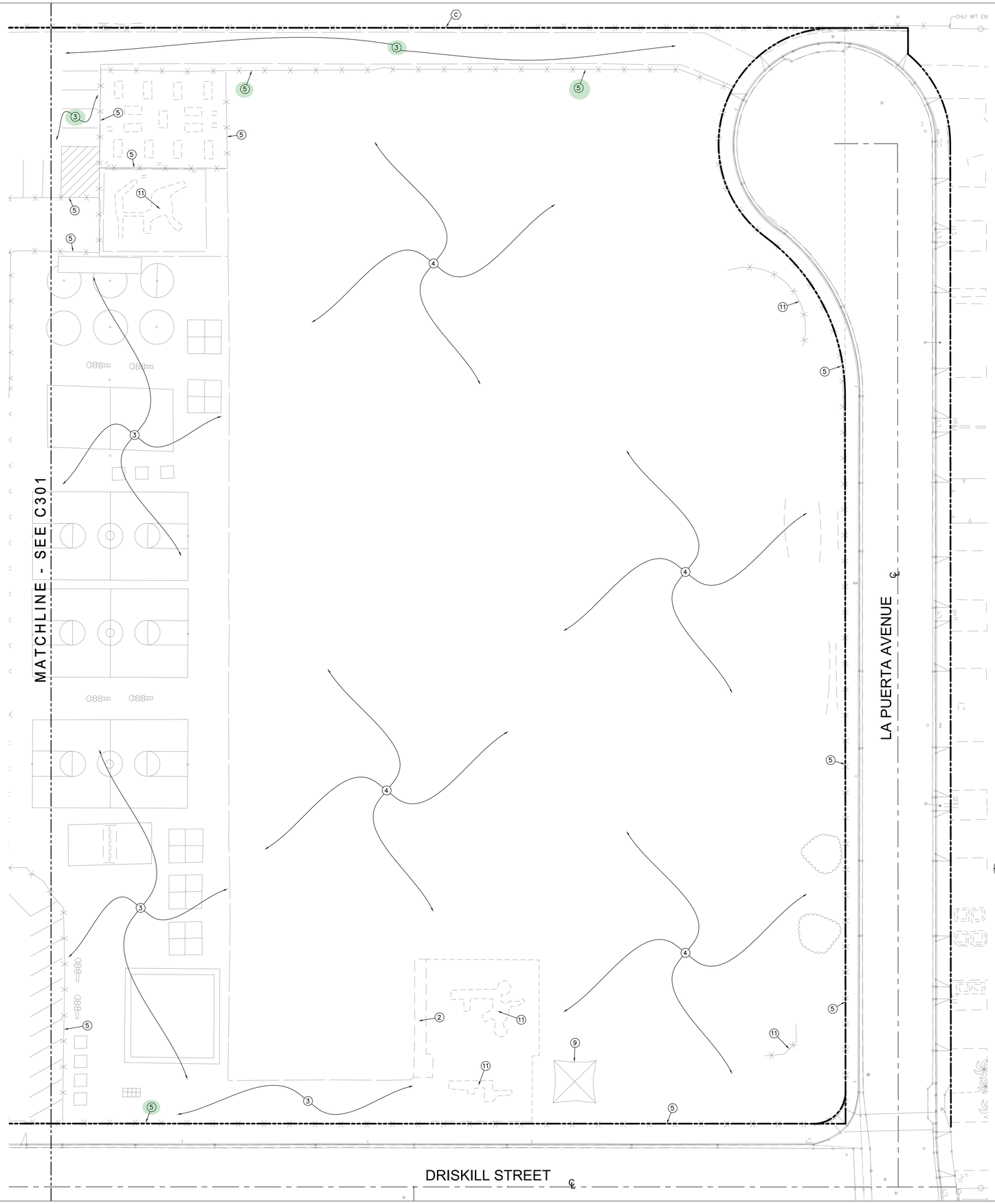
| Labor | Hours |
|---|---|
| 1233Z J - Julian Marcelo Zuniga | 8 |
| 1376G J - Javier Alberto Garcia | 6 |
| 241 A R - Richard Apodaca | 6 |

**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

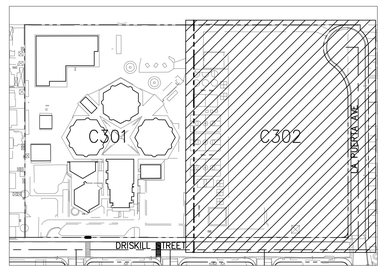



NORTH

## DEMOLITION PLAN

0' 10' 20' 40'

GRAPHIC SCALE : 1"=20'




NORTH

## KEY MAP

0' 75' 150' 300'

GRAPHIC SCALE : 1"=150'

## 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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**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. Johnston — C005 — 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

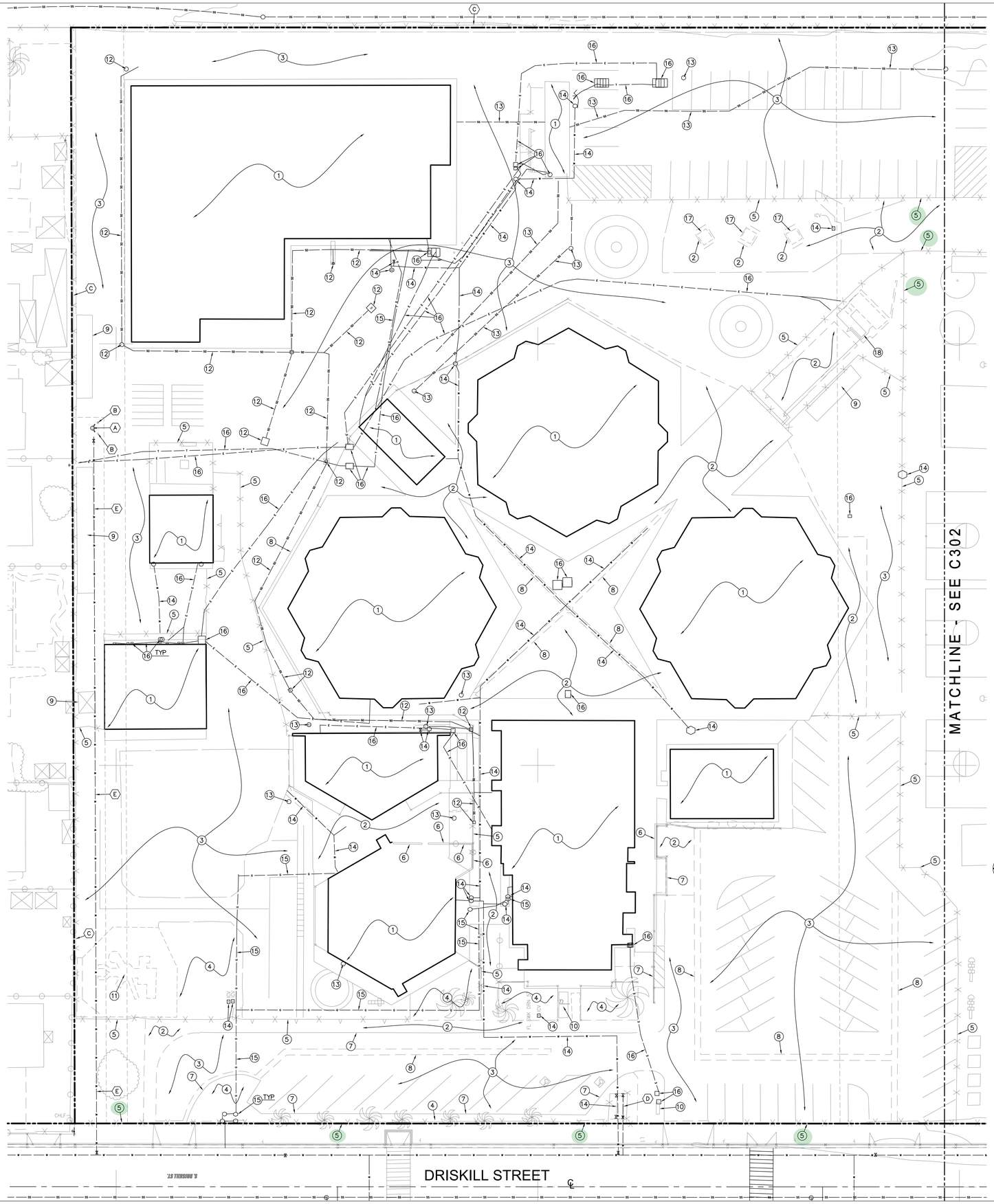
C302

ISSUE

SCALE=CHECK: 1 in

BIM 360://109990 - Rose Avenue Elementary/ATW-109990-RoseES-BLD0022-A-V18.rvt

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:

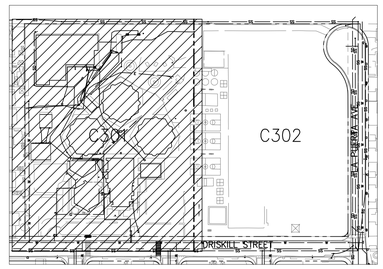
1. REFER TO STREET IMPROVEMENT PLAN FOR PROPOSED WORK WITHIN THE PUBLIC RIGHT OF WAY.
2. REMOVE ALL EXISTING ONSITE UTILITIES NOT SERVICING THE NEW SITE. VERIFY IN FIELD. COORDINATE WITH THE DISTRICT PRIOR TO REMOVAL.

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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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
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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

| | | | |
|---|---|---|---|
| | 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 #: 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<br><br>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 — Rafael Alamillo — 2025-10-21

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: 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<br>EVA-20-F Components<br>6-FT<br>Black<br>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.

**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 #: 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<br><br>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**<br>***** This is a bid. **** | | |
| 2ea | B15001 NIPPLE 1 1/2" X CLOSE BRASS<br>Pn: 676 | 8.900/ea | 17.80 |
| 2ea | B11666WNL VALVE, BALL FIP X FIP<br>1-1/2" B11-666W-NL (1900150) (2)<br>****<br>Pn: 670 | 248.000/ea | 496.00 |
| 2ea | L8466NL 1-1/2" FORD L84-66-NL,<br>MIP X CTS P.J. 90<br>Pn: 8903 | 118.650/ea | 237.30 |
| 2ea | C8466NL ADAPTER, MIP X CTS P.J.<br>1-1/2" C84-66-NL (2605150)<br>Pn: 860 | 72.750/ea | 145.50 |
| 1ea | RP150NL 1-1/2" WILKINS R.P. DEVICE<br>W/BALL VALVES WILKINS 975XL2 NL<br>Pn: 12409 | 1480.000/ea | 1480.00 |
| 20ft | 99150H 1-1/2" X 20' TYPE K HARD<br>COPPER<br>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

PAGE NO.
1 of 1

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

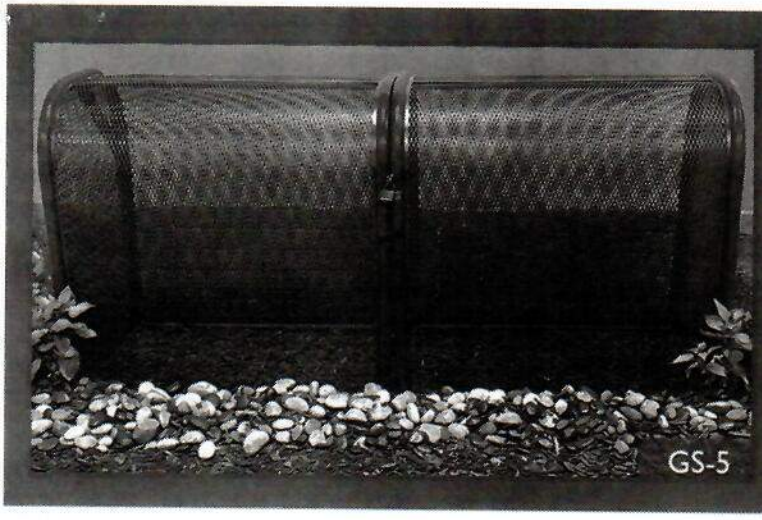
| CUSTOMER NUMBER | CUSTOMER PO NUMBER | JOB NAME / RELEASE NUMBER | SALESPERSON |
|---|---|---|---|
| 4099 | | | Rick Vasquez |

| 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**<br>***** 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<br>GUARDSHACK GS-8 38W X 60H X 99-1/2L 2-PC CLAMSHELL GREEN POWDERCOAT<br>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

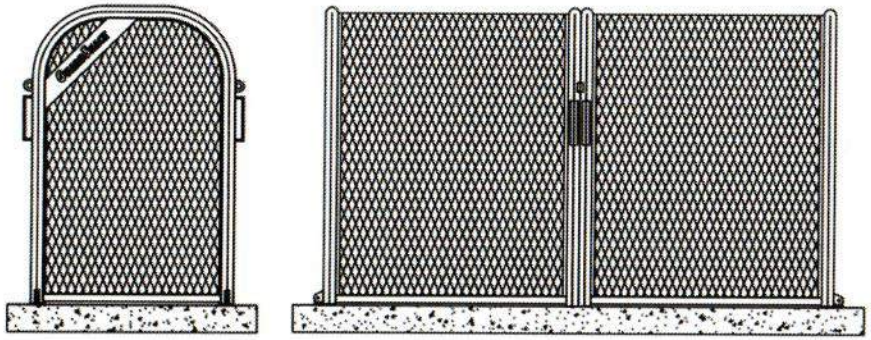
### 2-Year Manufacturer's Warranty

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<br><br>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.

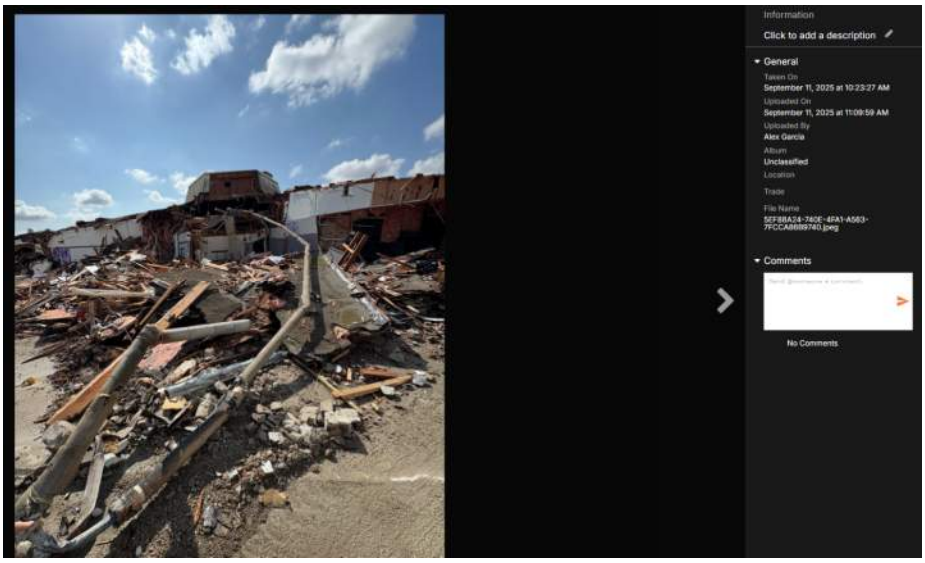
**Alexander Garcia**
**Project Superintendent** | Balfour Beatty
C: 805-400-5787
E: alexgarcia@balfourbeattyus.com | www.balfourbeattyus.com

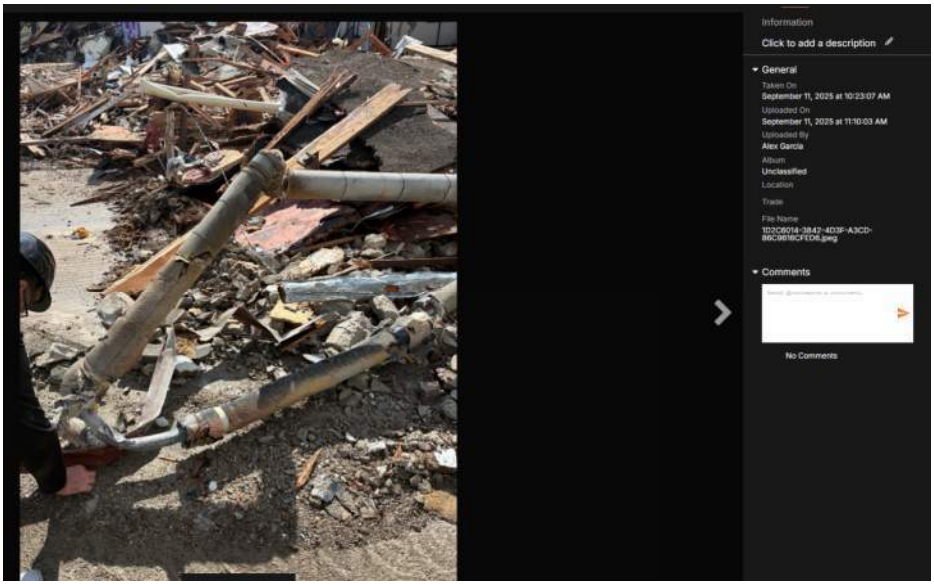
**Balfour Beatty**

**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<br>1905 Lirio Avenue<br>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<br>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 |
| **Contact Name:** | James Mier |
| **Contact Phone Number:** | (805)988-3000 |
| **Email Address:** | Jim@vtenv.com |
| **Contractor:** | Venterra Environmental Inc |
| **Project Address:** | 220 S Driskill St<br>Oxnard, Ca 93030 |
| **Project Start Date:** | 09/12/2025 |
| **Asbestos Fee Amounts:** | Abatement 100 ? 999 Sqft Acm = $279.32 |

| | |
|---|---|
| **Transaction Reference #:** | 48300528 |
| **Transaction Date/Time:** | 09/11/2025 17:51 EDT |

### 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]<br>IF REVISION, state: Change in amount, start/completion date, other?<br>O-Original | | | Owner/Contractor Project #<br>9981-STD |
| II. FACILITY INFORMATION [Identify owner and removal contractor]<br>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:<br>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<br>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 / T and M

# Daily Job Ticket

JOB # 9981-STD

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 Dr. S.K.U. 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 CLASSROOMS. 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 VARGAS
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: 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 Jesse Colvin 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 MEETING.
* 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 TAPS AROUND THE AREA SAFETY COVES DECON STATION WITH ASBESTOS SIGNAGE AND HOOKUP SPRAYER AIRLEES, 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 window/door system. Burrito 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 ZAMAZ
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. 11 ROSE AV. ELEMENTARY SCHOOL

Vehicle # 143/134 Jobsite Address: 220 SOUTH DRINKLE 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 PILE WET 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
By Felix Bautista.
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 ZAMATE
Worker 2 Jaime Perez
Worker 3 _____
Worker 4 _____
Worker 5 _____

Sup B: 6 David 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 OXLAND 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 WET 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 CONTAINER.
* BLDG 1: WE INSPECTION OUTING BLDG FOR ANY ACM TSI AND TRANSITE.

Bulk Bag.

9/19/25.

VENTIERRE 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

# STANDARD DEMOLITION

1905 Lirio Ave., Ventura, CA 93004
(805) 643-6669

**FIELD TICKET**
**Nº 6210**

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 x 4 Excavator 3 Bucket + Operator | 6 | | 285 | | | | 1710 00 |
| | | | | | | | |
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| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

TOTAL OPERATED EQUIPMENT 6 hours

| QTY. | MISCELLANEOUS CHARGES | AMOUNT | TOTAL |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

350

# 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 |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
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| | | | | | | | |
| TOTAL OPERATED EQUIPMENT | | | | | | | |

| QTY. | MISCELLANEOUS CHARGES | AMOUNT | TOTAL |
|---|---|---|---|
| 1 | Supervisor | 8 hours 125. 00 | 1,000 00 |
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| | TOTAL MISC. | | |

Work acknowledged 9/13/25

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.**

BB

| | | |
|---|---|---|
| EQUIP. | | |
| MISC. | | |
| TAX | 1,000 | 00 |
| TOTAL | 8 hours | |

# STANDARD DEMOLITION

1905 Lirio Ave., Ventura, CA 93004
(805) 643-6669

**FIELD TICKET**
**Nº 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 Knowledge
BIG
9/17/25

TOTAL MISC.

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 | |

# 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. | | | |

Clean & Knowledgeable
AMBB 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 | |

# STANDARD DEMOLITION

1905 Lirio Ave., Ventura, CA 93004
(805) 643-6669

**FIELD TICKET**
**Nº 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 8hrs

| QTY. | MISCELLANEOUS CHARGES | AMOUNT | TOTAL |
|---|---|---|---|
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(Work Known to) TM PB 9/19/25.

TOTAL MISC.

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 | 8hrs | |

**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<br><br>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

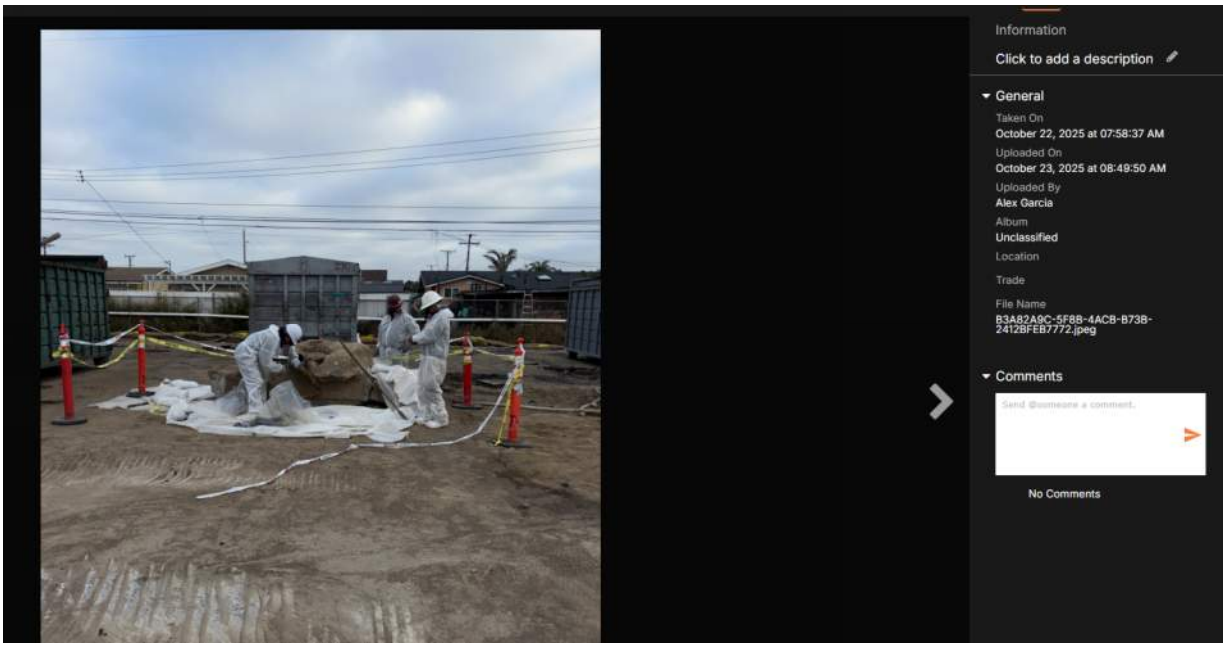
Gerald, per our call yesterday, we continue to uncover buried asbestos and TSI pipe in the ground. Below are pictures for reference. Venterra has extended the notification to VCAPCD through the middle of next week. InSight, the District's environmental consultant, remains on site advising on procedures and documenting findings.

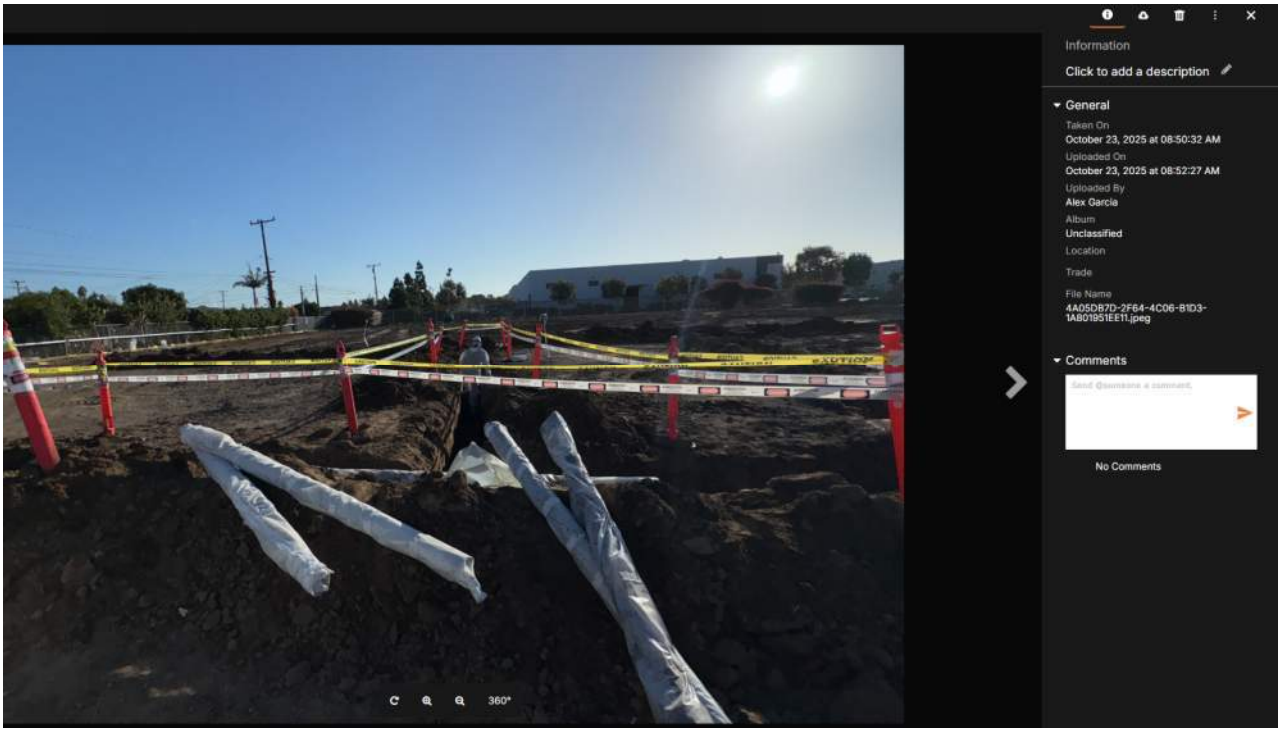
As discussed, the logistics and completion of the demolition activities are being impacted by the ongoing asbestos and TSI pipe removals. The gathering and removal of the base material cannot take place until the trenches are backfilled. In an effort to avoid disturbing the asbestos pipe near the building 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
13B86058-A439-4C86-AC89-1F910F423CC8.jpeg
Comments
No Comments


Information
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
B3A82A9C-5F88-4AC8-B738-2412BFEB7772.jpeg
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

---

**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.

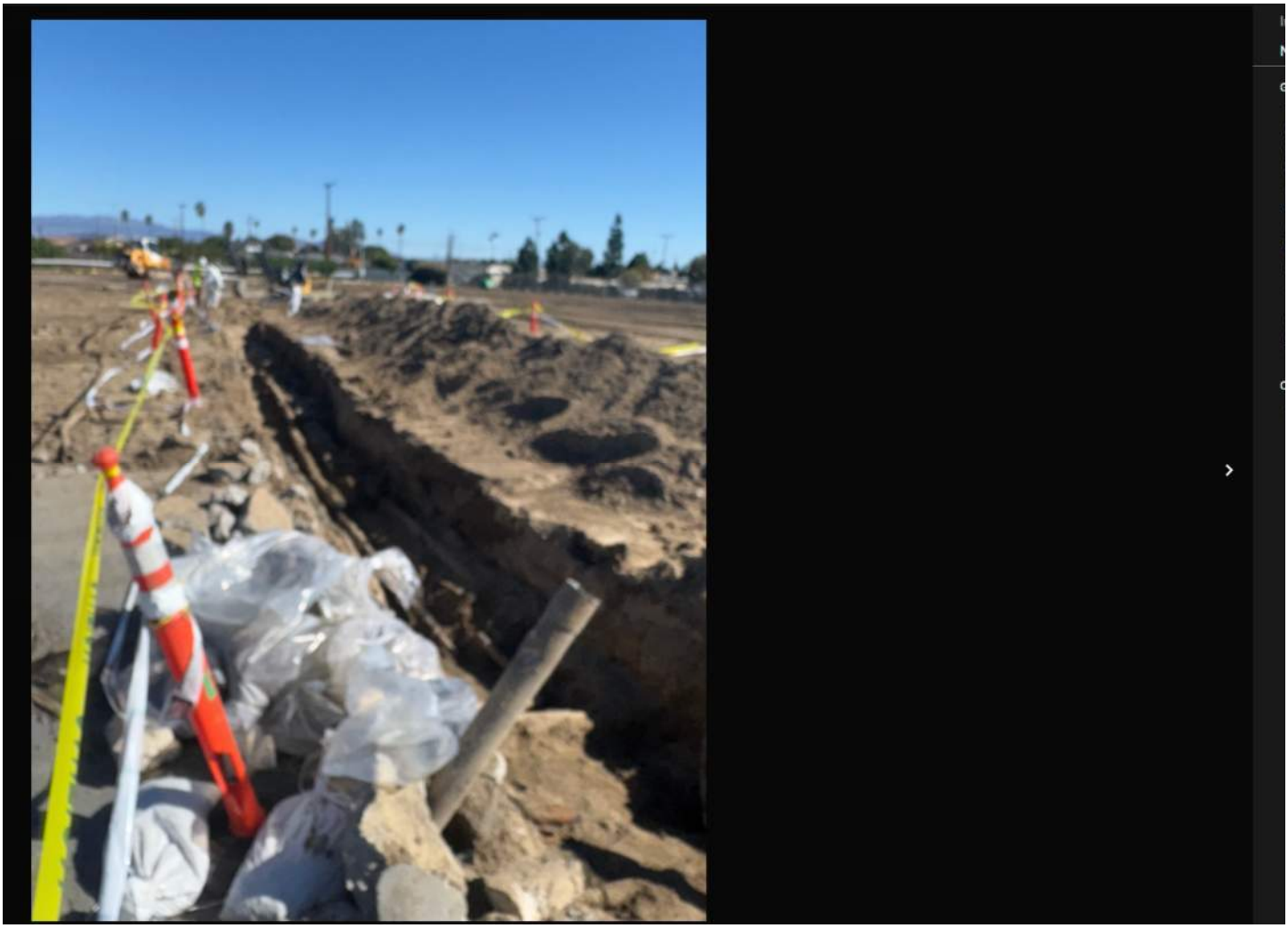
CFW INC.

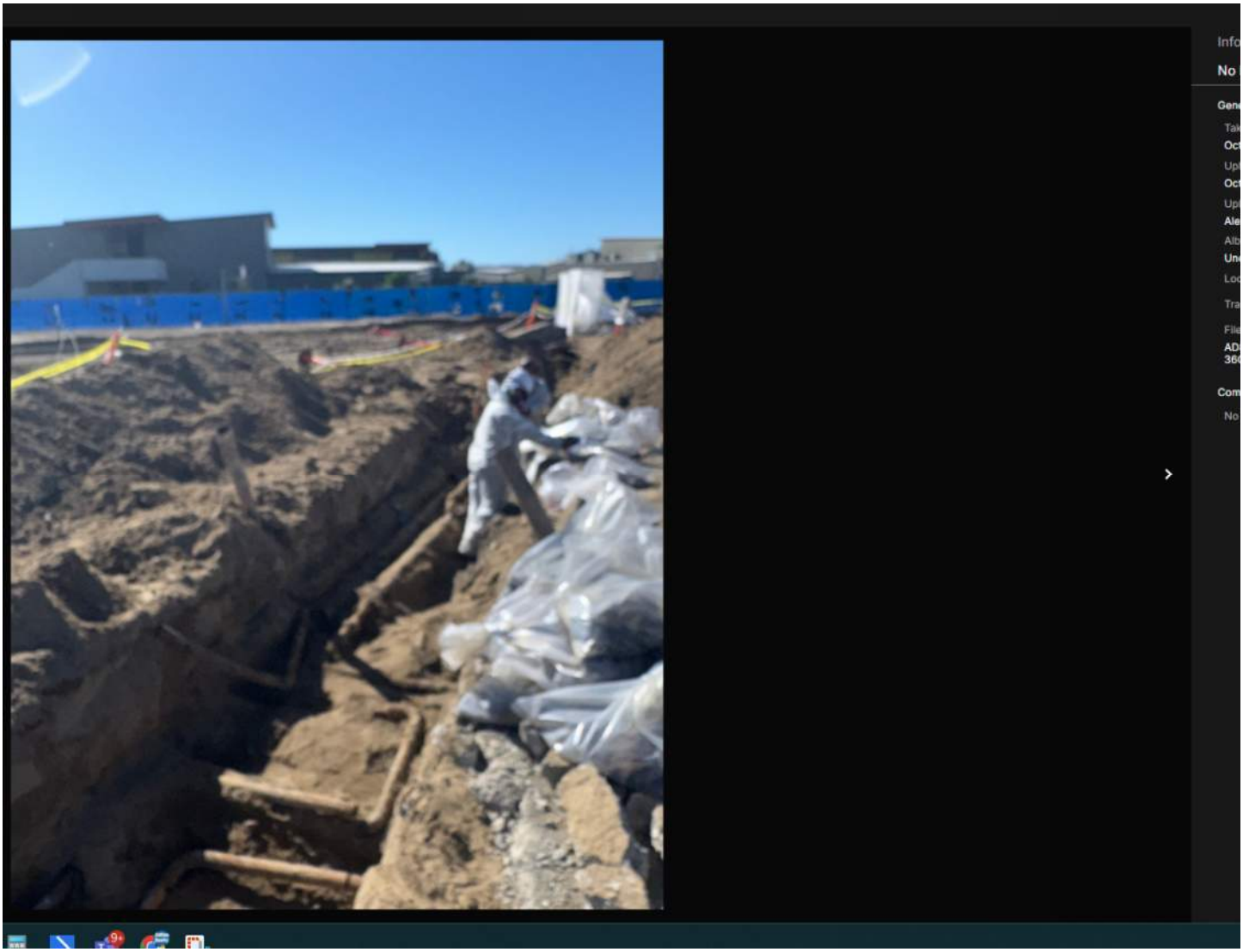
**Gerald Schober**
*Vice President, Implementation Services*
Caldwell Flores Winters, Inc.
Office: (626) 829-8300
Direct: (626) 829-8701
gschober@cfwinc.com
www.cfwinc.com

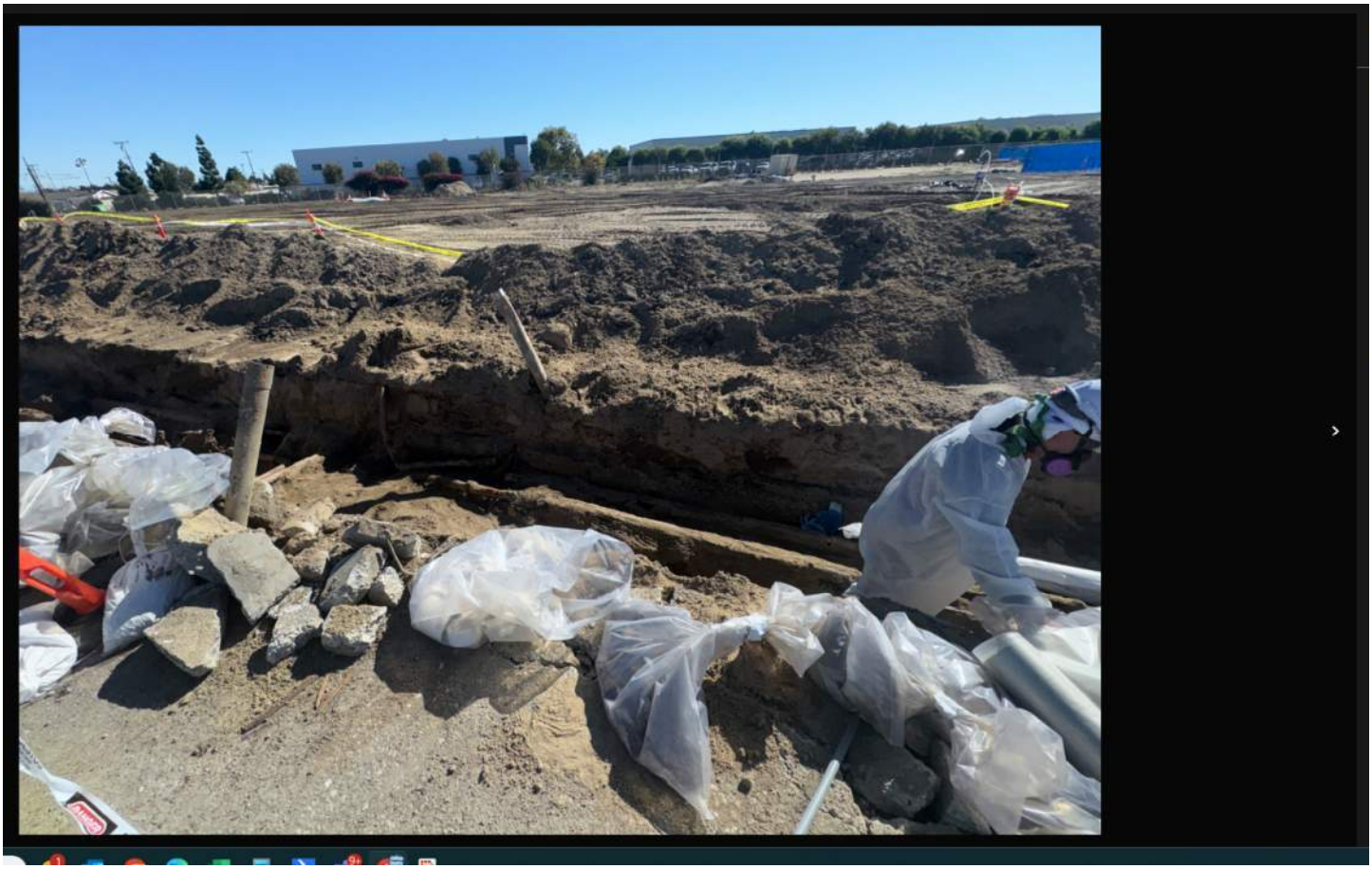
**From:** Garcia, Alex <AlexGarcia@Balfourbeattyus.com>
**Sent:** Friday, October 17, 2025 3:51 PM
**To:** Gerald Schober <gschober@cfwinc.com>; Pifko, Kristen <kpifko@oxnardsd.org>; Mark Bennett <mbennett@oxnardsd.org>; Chris Hinton <chris@insightenviro.com>
**Cc:** Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>; 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

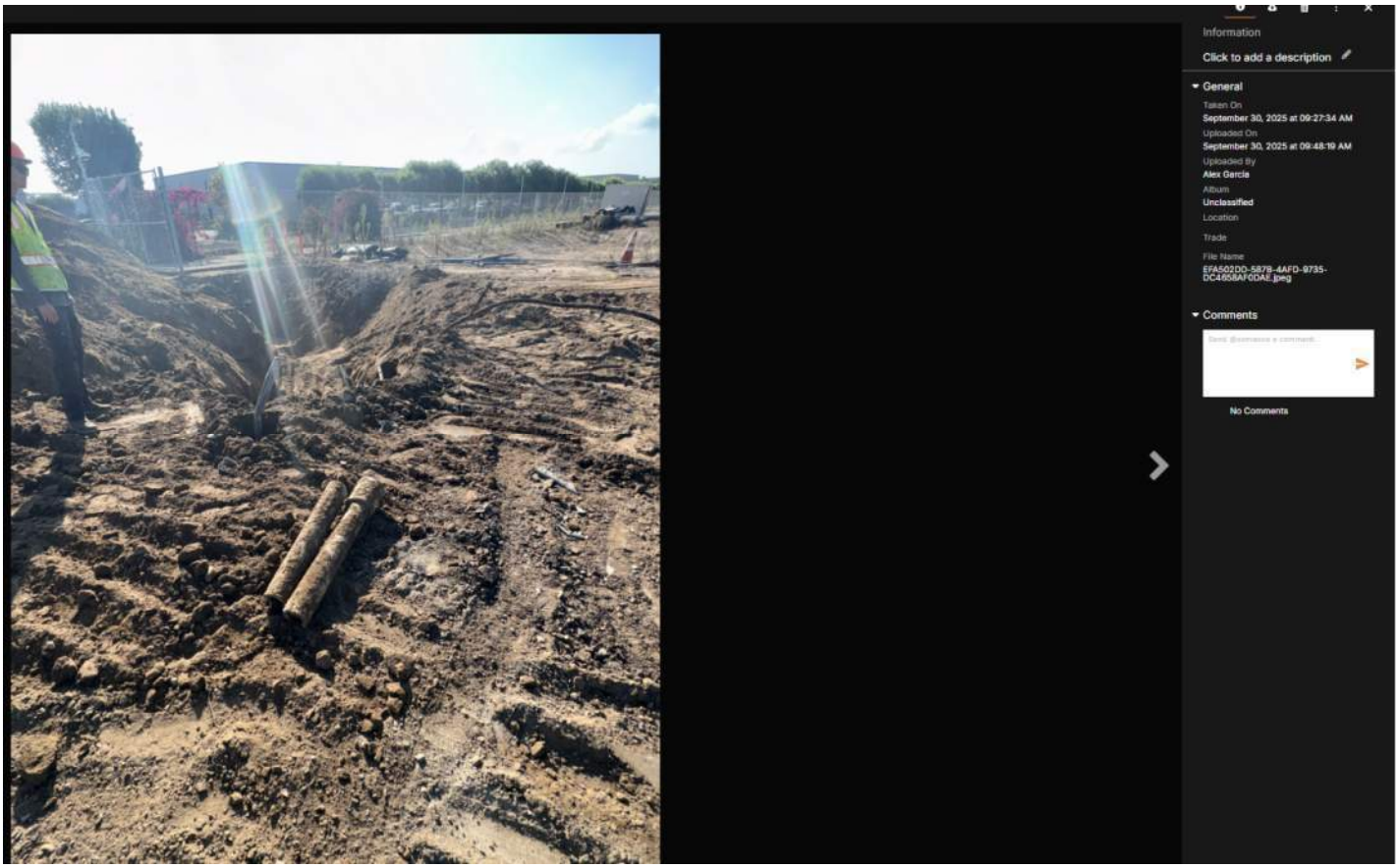
**Balfour Beatty**

---

**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

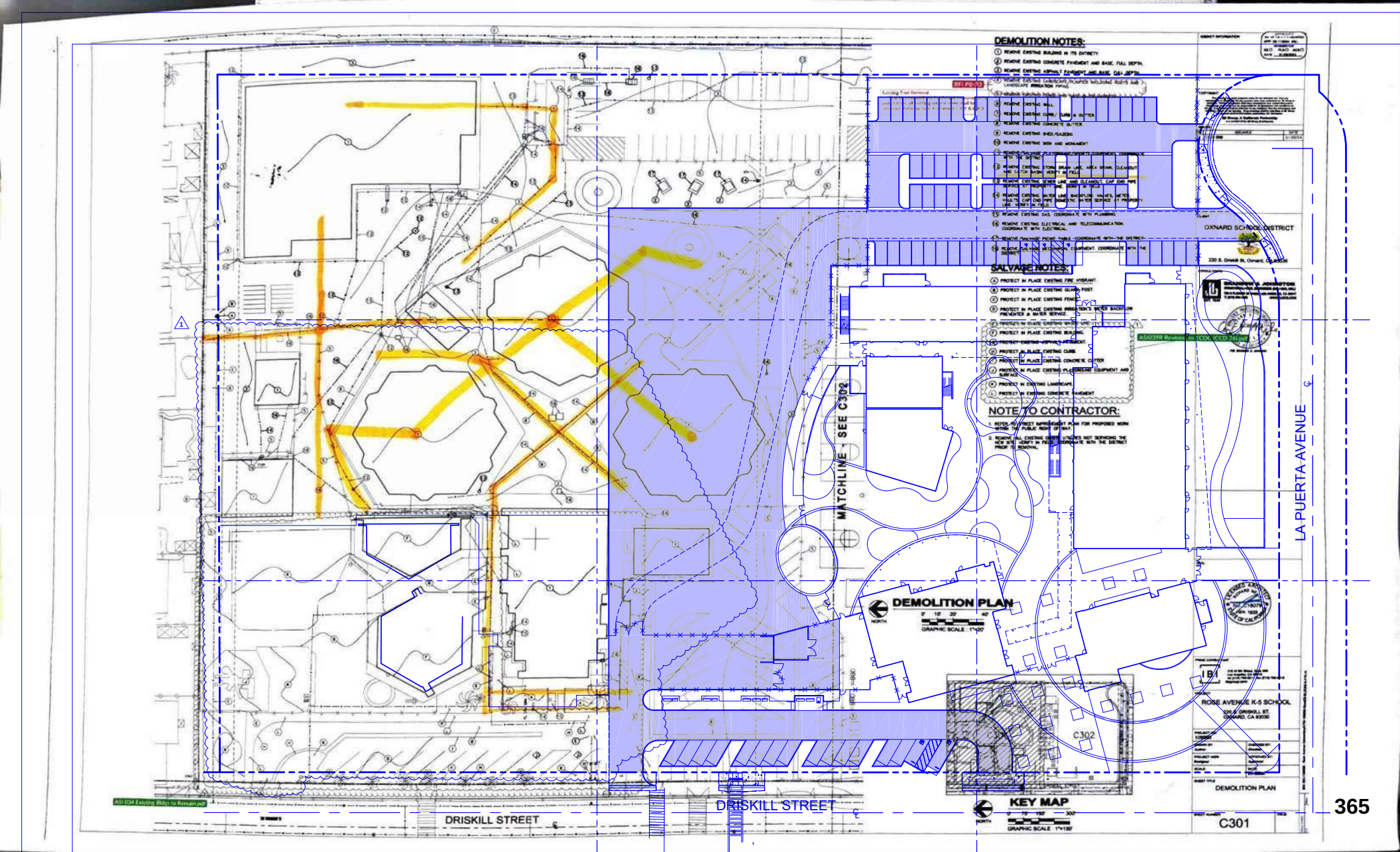
**Project Superintendent** | Balfour Beatty
C: 805-400-5787
E: alexgarcia@balfourbeattyus.com | www.balfourbeattyus.com

**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**
**11/11/2025**

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**
**№ 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 | |

Buyers of all types of iron and metal • Demolition Contractors State Lic. #1020712 • Sellers of used pipe and steel

# 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 Dunskill ct. 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 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**
**Nº 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 stickleer & Grapple Bucket - Operator | 2 | 210 | | | | | 420 00 |
| | | | | | TOTAL OPERATED EQUIPMENT | | 10 hours |

| QTY. | MISCELLANEOUS CHARGES | AMOUNT | TOTAL |
|---|---|---|---|
| #3 | Labor's - Ventera Environmental - 8 hours → 24 hours total | | |
| #1 | Labor - Ventera 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

# STANDARD DEMOLITION

1905 Lirio Ave., Ventura, CA 93004
(805) 643-6669

**FIELD TICKET**
**Nº 6221**

CUSTOMER'S ORDER No. 21344 DATE 10/27 20 25

BILL TO Balfour Beatty

ADDRESS 220 Riskill 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 | | |

# 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

# 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 | Laborers - 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 |

# STANDARD DEMOLITION

FIELD TICKET
Nº 6223

1905 Lirio Ave., Ventura, CA 93004
(805) 643-6669

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 _____ Date Received 10/30/25
CUSTOMER

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<br>1905 Lirio Avenue<br>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<br>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<br>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 Erika Aleman 6 Hrs
Worker 2 _____
Worker 3 Roberto Gomez 6 Hrs
Worker 4 _____
Worker 5 _____

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 Rice 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 taking it to dumpsite

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 like 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 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 Dinkell 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<br><br>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**<br>*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**<br>• Live video, user-controllable PTZ with multiple archiving every 5 minutes<br>• On-demand AI-edited time-lapse video with music and on-screen graphics<br>• Project management integration (Autodesk, CMiC, Procore, Raken, Salesforce) | (6 mos) | 2 | $850 | $10,200 |
| **360° Cinematic Panoramas - Daily** | | 2 | | Included |
| **Security Video Recording**<br>• Smart object detection and alerts<br>• Fully encrypted continuous recording - up to 60 days<br>• 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**<br>*Dedicated customer service, technical support and unlimited training* | 1 | Included |
| **AI Media Dashboard Analytics**<br>*Daily visualization of jobsite activity, PPE, equipment and waste* | 1 | Included |
| **Data Dashboard - System Status & Performance**<br>*AC/solar/battery power, recording capacity and network display* | 1 | Included |
| **Weather Dashboard**<br>*Alerts, advisories and a complete environmental record of your project* | 1 | Included |
| **Broadway Media Player with Time-Lapse Theater**<br>*Customizable public web page to share your project* | 1 | Included |
| **4K Time-Lapse Movie & End of Project Digital Download**<br>*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

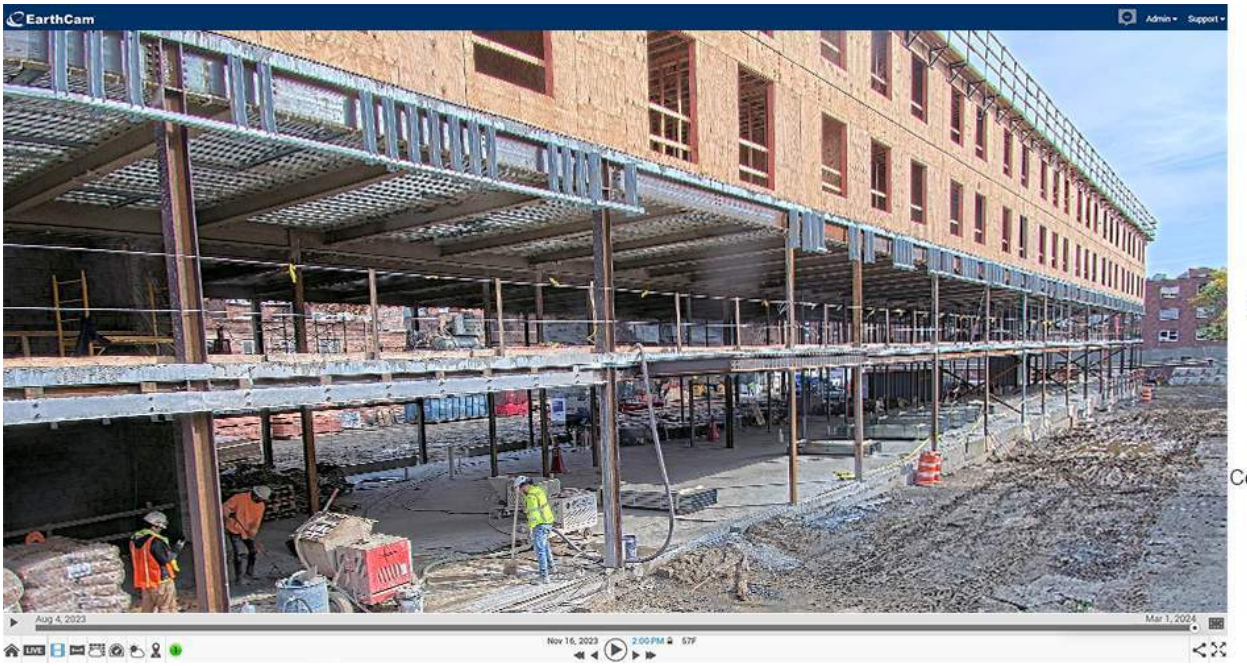
To Download Specifications, click here

## 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

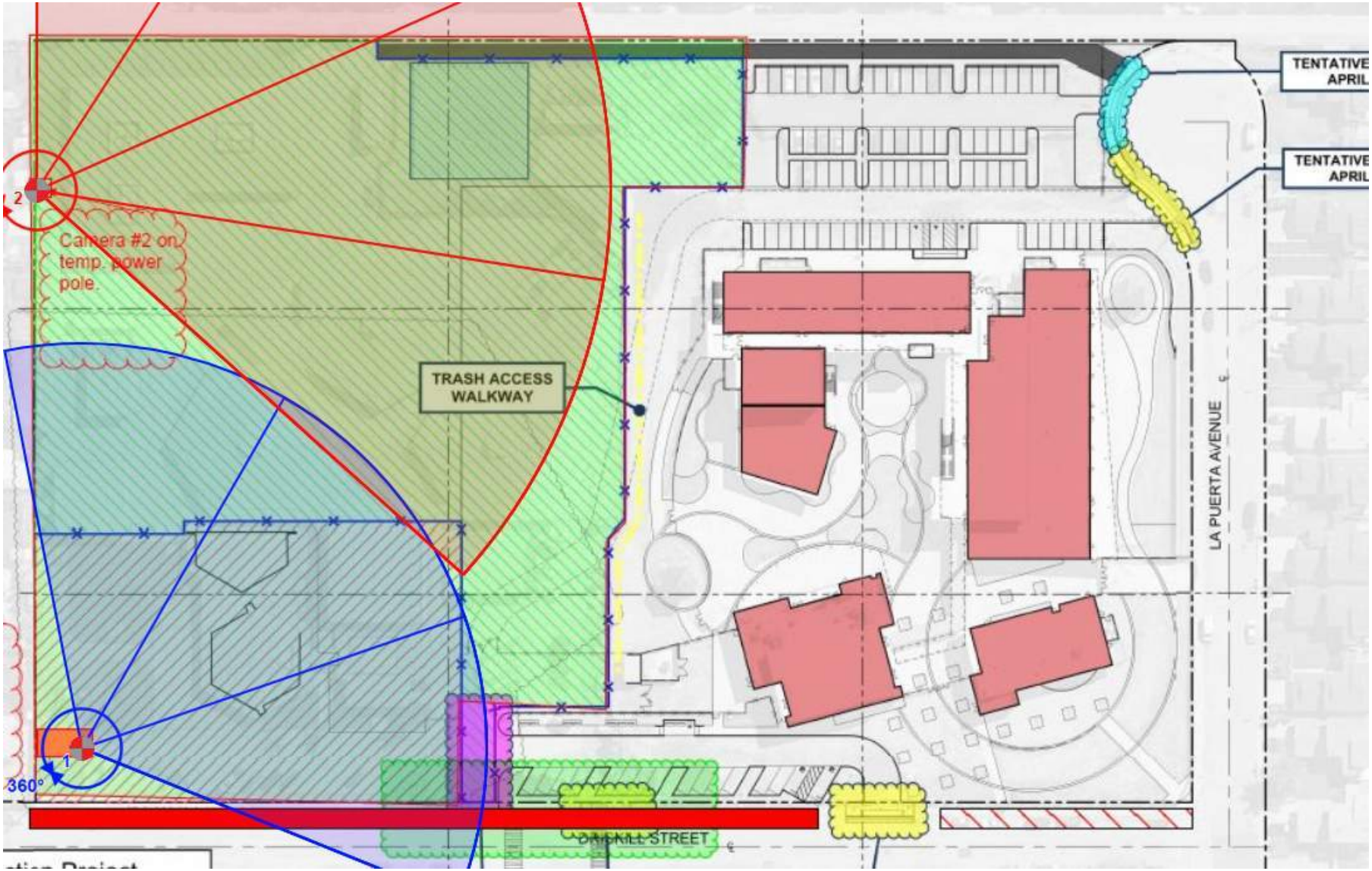


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### Thank you!

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

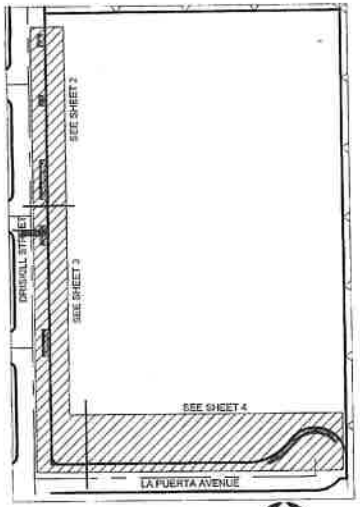
1. STREETS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE LATEST EDITIONS OF THE CITY OF OXNARD DEPARTMENT OF PUBLIC WORKS STANDARDS, "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (SSPWC), AND THE CITY OF OXNARD STANDARD LAND DEVELOPMENT SPECIFICATIONS.
2. CONTRACTOR SHALL NOTIFY THE CITY INSPECTION 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. 2218).
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 OF 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'

## 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**

## ABBREVIATIONS:

| | | | |
|---|---|---|---|
| AC | ASPHALTIC CONCRETE | EX. OR EXIST. | EXISTING |
| BW | BACK OF WALK | EG | EDGE OF GUTTER |
| BLDG | BUILDING | FDC | FIRE DEPARTMENT CONNECTION |
| BM | BENCH MARK | FF | FINISHED FLOOR |
| BOS | BOTTOM OF STAIRS | FG | FINISHED GRADE (LANDSCAPE) |
| CB | CATCH BASIN | FS | FINISHED SURFACE (HARDSCAPE) |
| CI | CAST IRON | FH | FIRE HYDRANT |
| CL | CENTER LINE | FT | FOOT OR FEET |
| CMU | CONCRETE MASONRY UNIT | FS | FIRE SERVICE |
| CO | CLEANOUT | GV | GATE VALVE |
| CONC | CONCRETE | HDPE | HIGH DENSITY POLYETHEYNE |
| CF | CURB FACE | HP | HIGH POINT |
| DW | DOMESTIC WATER | INV. | INVERT |
| EL. OR ELEV | ELEVATION | LP | LOW POINT |
| ELEC | ELECTRIC, ELECTRICAL | MAX. | MAXIMUM |
| | | MIN. | MINIMUM |
| MH | MANHOLE | STD | STANDARD |
| NTS | NOT TO SCALE | TC | TOP OF CURB |
| PA | PLANTER AREA | TELE | TELECOMMUNICATIONS |
| PIV | POST INDICATOR VALVE | TG | TOP OF GRATE |
| PCC | PORTLAND CEMENT CONCRETE | VAR | VARIABLE |
| PL | PROPERTY LINE | VERT | VERTICAL |
| POC | POINT OF CONNECTION | VCP | VITRIFIED CLAY PIPE |
| R | RIDGE LINE | WM | WATER METER |
| RTNG | RETAINING | W | WATER, WIDTH, WEST |
| REV | REVISED, REVISION | | |
| R/W | RIGHT OF WAY | | |
| S | SEWER, SOUTH | | |
| SD | STORM DRAIN | | |
| SDWK | SIDEWALK | | |
| SF | SQUARE FOOT | | |
| SS | SANITARY SEWER | | |
| STA | STATION | | |

### 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. 30-139JG.r1 DATED 11-27-17
30-139JT DATED 2-17-23
DATED

ENGINEERING GEOLOGIC REPORT No. 30-139JG.r1 DATED 11-27-17

BY: Dharmesh Amin 2553 C.E.
SOILS ENGINEER 10/24/24
COMPANY: CONSTRUCTION TESTING AND ENGINEERING MARCH 21 2023

BY: 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 (ASSIGNED 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) 616-0717

### 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
STRUCTURAL-CIVIL ENGINEERS (BAJ HSE, INC.)
700 S FLOWER ST #1000, LOS ANGELES, CA 90017
T: (213) 955-4000 WWW.BJACE.COM
BJJ PROJECT # C17-048

PLACE THE ENGINEER'S SEAL IN THIS SPACE

C80534 3-14-2023
R.C.E. No. DATE

12/09/2024

### AS-BUILT CERTIFICATE

I HEREBY CERTIFY THAT THE WORK SHOWN ON DRAWING No. SHEET No. THROUGH MARKED AS "RECORD DRAWINGS" HAS BEEN CONSTRUCTED IN CONFORMANCE WITH LINES AND GRADES AS SHOWN ON SAID PLANS, DRAWINGS, REFFERENCES SPECIFICATIONS, AND APPROVED CHANGE ORDERS, AS INDICATED IN THE REVISION BLOCK.

DATE SIGNATURE R.C.E. No.

DIGALERT
CALL TOLL FREE 1-800-422-4133 AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT/DIG ALERT OF SOUTHERN CALIFORNIA

### RECOMMENDED FOR APPROVAL

| DEPARTMENT | SIGNATURE | TITLE | DATE |
|---|---|---|---|
| PUBLIC WORKS | | CITY ENGINEER | 12/16/24 |
| TRAFFIC | | MGR. ENGINEER | 11/19/24 |
| FIRE | | FIRE MARSHAL | 11/15/24 |
| PLANNING | N/A | | |

### REVISIONS

| MARK | DATE | DESCRIPTION | BY |
|---|---|---|---|
| | | | |

REVIEWED BY: 12-16-2024
DATE

OXNARD DEVELOPMENT SERVICES DEPARTMENT

STREET IMPROVEMENT PLAN
TITLE SHEET & GENERAL NOTES

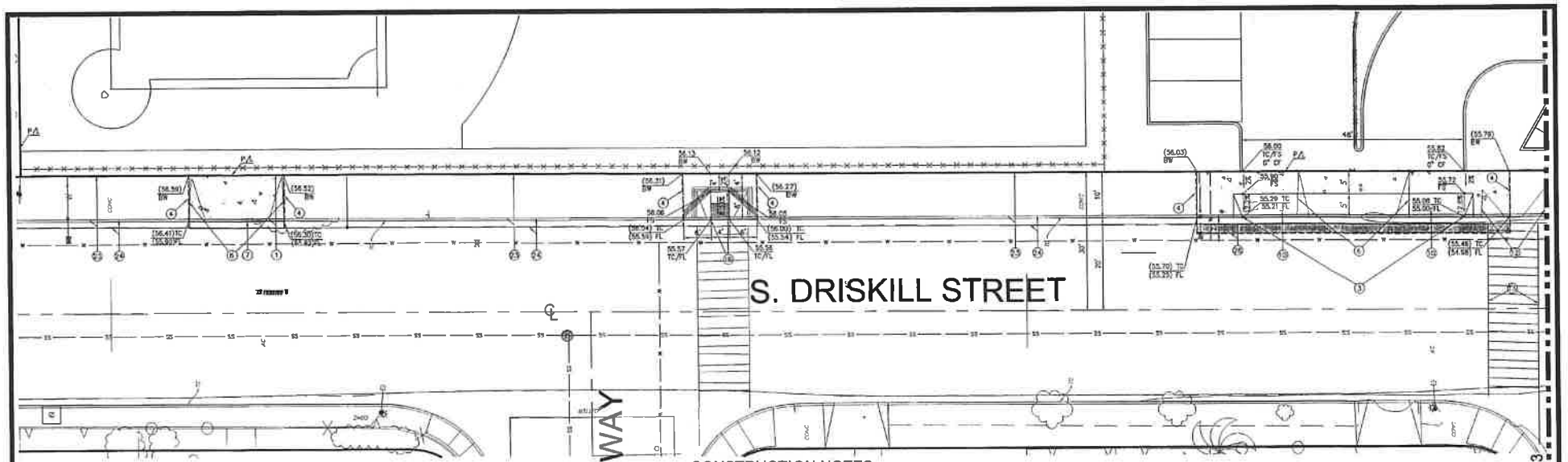
APPROVED 12/19/24
DATE

R.C.E. 74958 EXP. 6-30-25

SCALE: HORIZ. VERT.
DESIGN BY
DRAWN BY
CHECKED BY
QUANTITIES BY

SHEET No. 1 OF 8
BENCH MARK
DATUM
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. 2-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'

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

OXNARD — DEVELOPMENT SERVICES DEPARTMENT

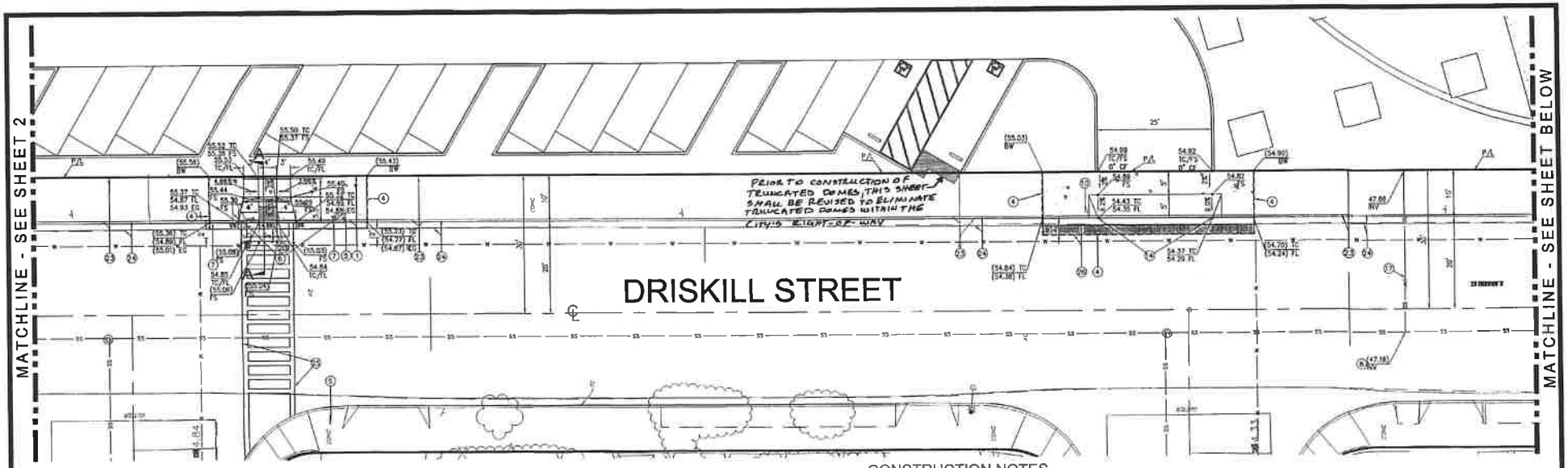
STREET IMPROVEMENT PLAN
DRISKILL STREET IMPROVEMENT PLAN

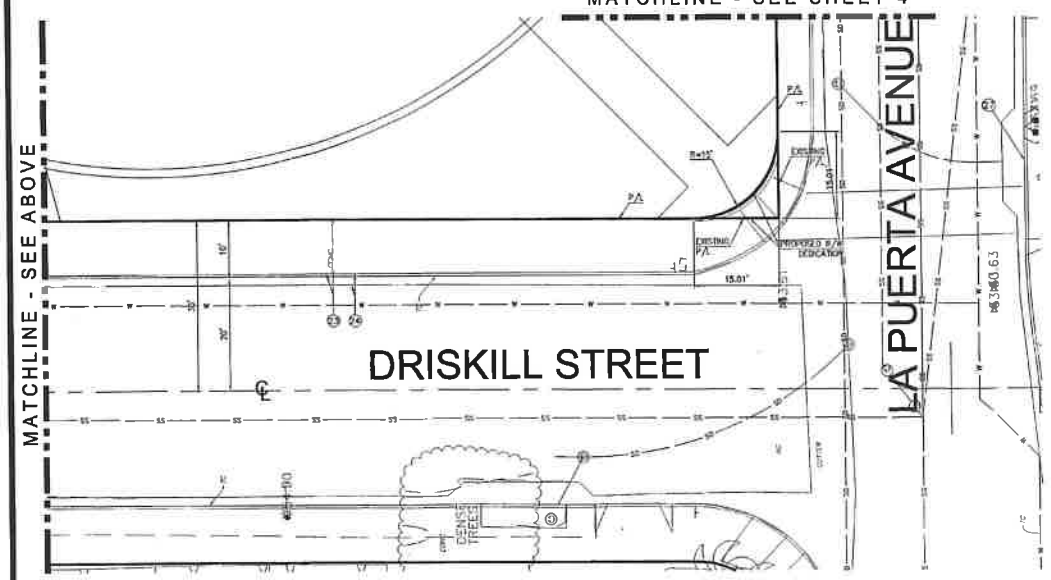
APPROVED: _____ DATE: 12/9/24
R.C.E. 74458

SCALE: HORZ.: _____ VERT.: _____
DESIGNED BY: _____
DRAWN BY: _____
CHECKED BY: _____

SHEET No. 2 OF 8

21-26A



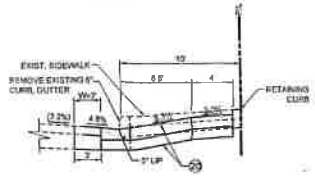




## CONSTRUCTION NOTES

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 I 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 8" 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 322. 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 — 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

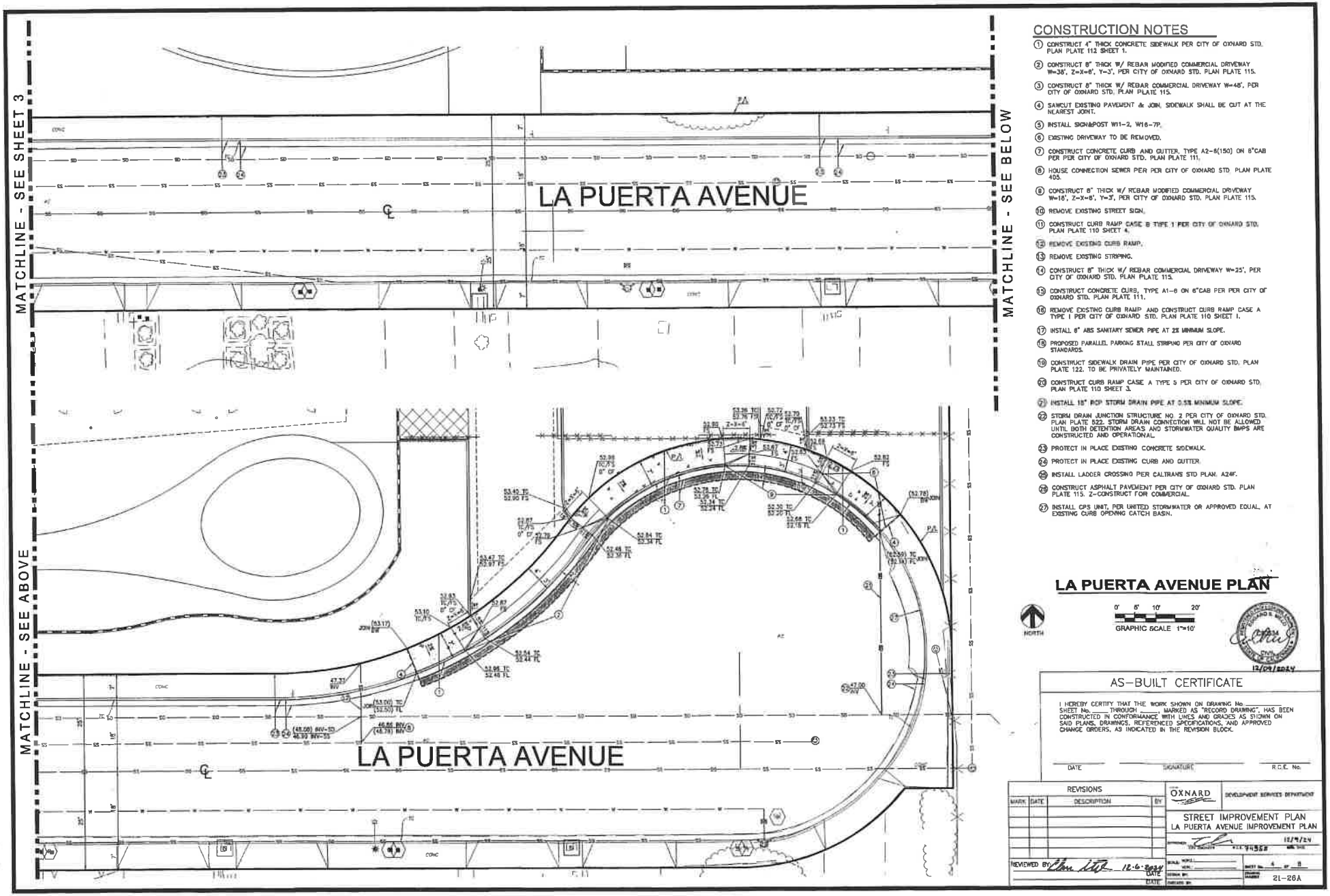
STREET IMPROVEMENT PLAN
DRISKILL STREET IMPROVEMENT PLAN

CITY ENGINEER _____ R.C.E. 54958 DATE 12/17/24

DRAWN BY: _____ DESIGN BY: _____ CHECKED BY: _____

SHEET No. 3 OF 8

21-26A




## 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=8', 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=8', 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 8" 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 322. 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.

## 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

ESTIMATED 100 WORKING DAYS — R.C.E. 74568 — EXPIRATION DATE 12/9/24

REVIEWED BY: _____ DATE 12-6-2024
DATE _____
DATE _____

SCALE: HORIZ. _____ VERT. _____
DESIGN BY: _____
DRAWN BY: _____
CHECKED BY: _____

SHEET No. 4 OF 8

DRAWING NUMBER 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<br>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.<br>DATE _____ SIGNATURE _____ R.C.E. No. _____ |
| **NOTICE OF INTENT**<br>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<br>DIAL TOLL FREE 1-800-422-4133 AT LEAST TWO DAYS BEFORE YOU DIG<br>UNDERGROUND SERVICE ALERT/DIG A SYSTEM 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-J-E.COM

C60534 — R.C.E. No.
3-14-2023 — DATE

PLACE THE ENGINEER'S SEAL IN THIS SPACE
REGISTERED PROFESSIONAL ENGINEER — CIVIL — 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 _____

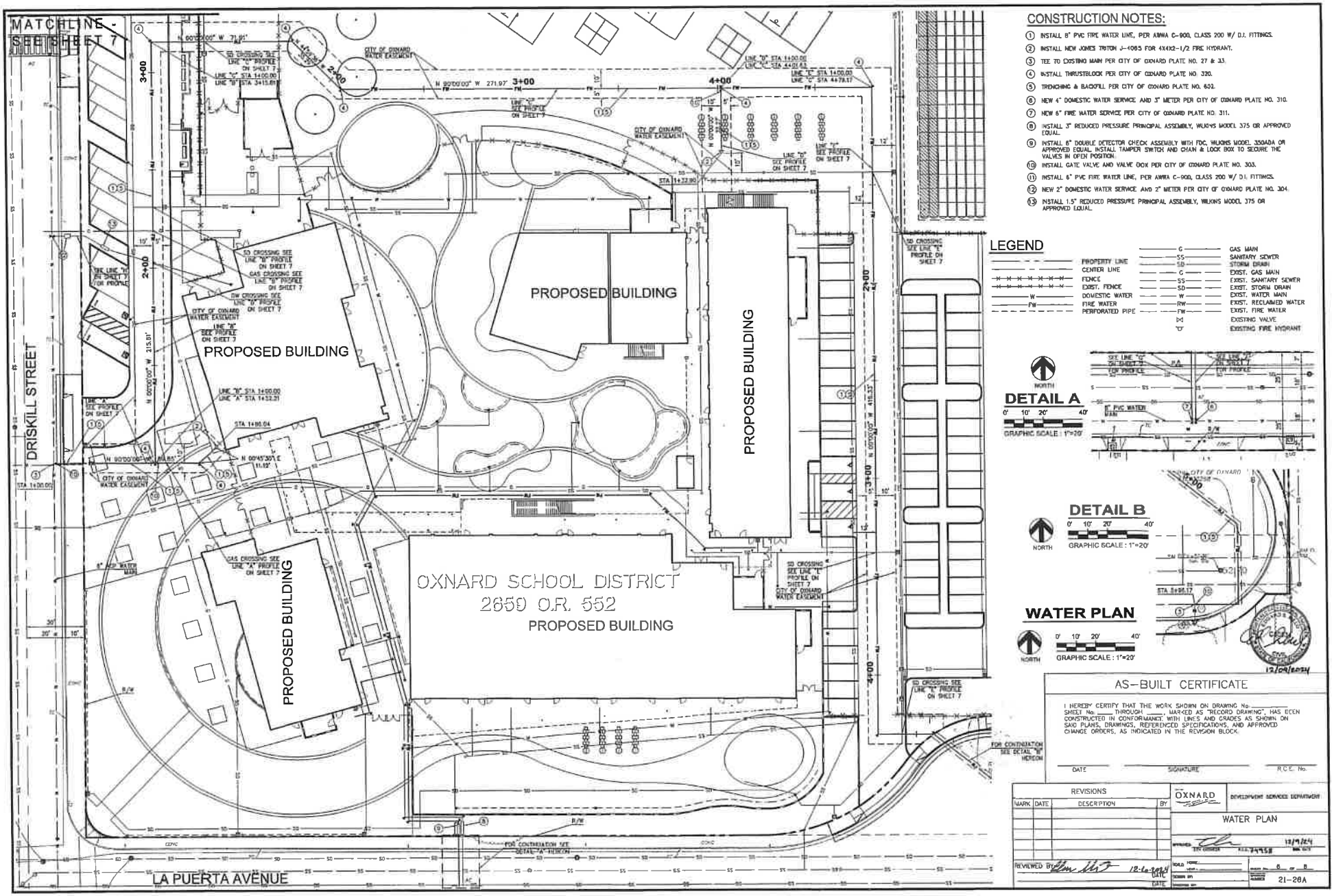
OXNARD — DEVELOPMENT SERVICES DEPARTMENT

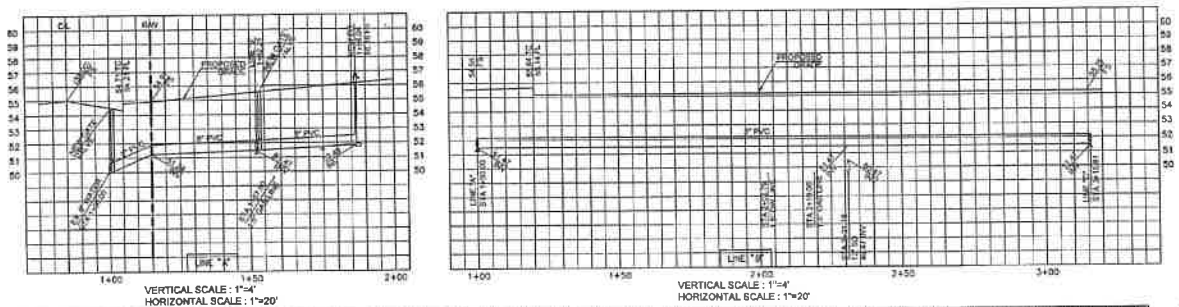
WATER PLAN
TITLE SHEET & GENERAL NOTES

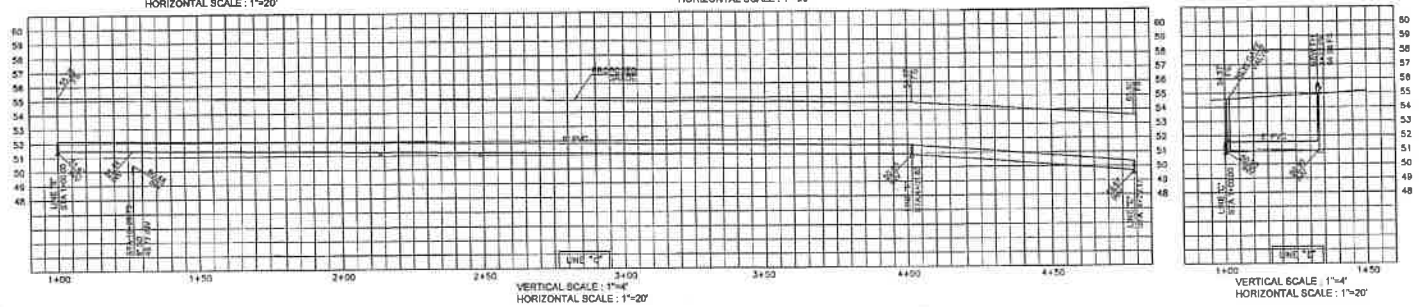
APPROVED: _____ DATE 12/9/24
CITY ENGINEER R.C.E. 74958

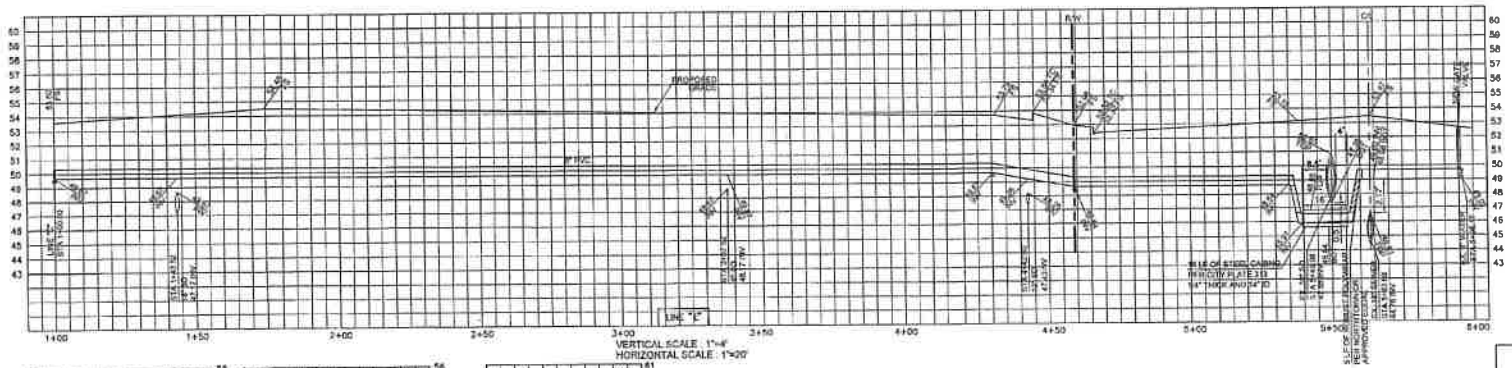
SCALE: HORIZ. _____ VERT. _____
DESIGN BY: _____
DRAWN BY: _____
CHECKED BY: _____

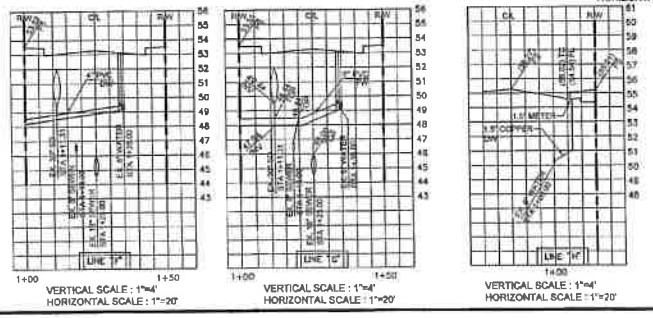
SHEET No. 5 OF 8
DRAWING NUMBER 21-26A

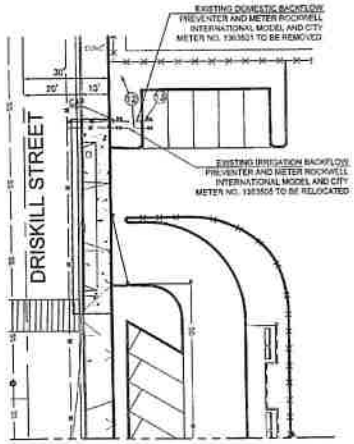

MATCHLINE - SEE SHEET 7
DRISKILL STREET
PROPOSED BUILDING
PROPOSED BUILDING
PROPOSED BUILDING
PROPOSED BUILDING
OXNARD SCHOOL DISTRICT
2659 O.R. 552
LA PUERTA AVENUE
CONSTRUCTION NOTES:
1 INSTALL 8" PVC FIRE WATER LINE, PER AWWA C-900, CLASS 200 W/ D.I. FITTINGS.
2 INSTALL NEW JONES TRITON J-1065 FOR 4"x4"x2-1/2" 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 8" 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'
NORTH
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
REVIEWED BY
12-6-2024
DATE
13/9/24
DATE
DESIGNED BY
DRAWN BY
CHECKED BY
QUANTITIES BY
SHEET NUMBER
21-20A




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 | | | |
|---|---|---|---|
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| | | | |

REVIEWED BY _____ DATE 12-6-24

CITY OF OXNARD — DEVELOPMENT SERVICES DEPARTMENT

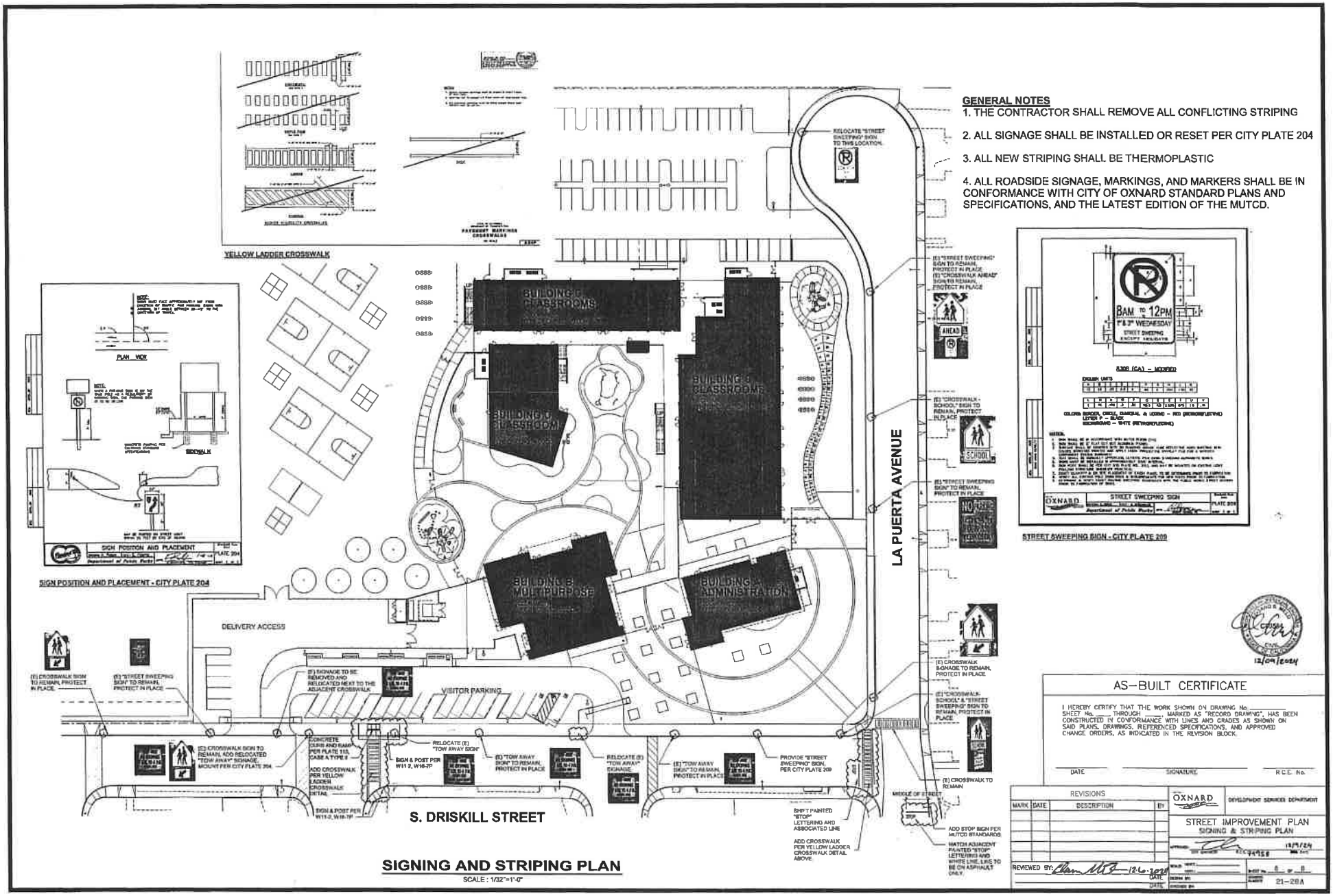
WATER PLAN
WATER PROFILE

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.

## SIGNING AND STRIPING PLAN

SCALE : 1/32"=1'-0"

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 |
| | | | |

REVIEWED BY: _____ DATE: 12-6-2024

OXNARD — DEVELOPMENT SERVICES DEPARTMENT

STREET IMPROVEMENT PLAN
SIGNING & STRIPING PLAN

APPROVED: _____ R.C.E. 74958 DATE: 12/9/24

DESIGNED BY: _____ DRAWN BY: _____ CHECKED BY: _____ DATE: _____

SHEET No. 8 OF 8

CASE NO. 21-288

# 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 _____ 2024-12-19

Print Name & Title (General Contractor) Signature Date

# Oxnard School District

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

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

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

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

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

Customer Acct #:

| ORDER LOCATION | 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<br><br>*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:** January 14, 2026

**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)**

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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: 1/14/2026** **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<br>1051 South "A" Street<br>Oxnard, California 93030 | **FROM:** | Edwards Construction Group, Inc.<br>991 Bennett Ave<br>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<br>1051 South "A" Street<br>Oxnard, California 93030 | **FROM:** | Edwards Construction Group, Inc.<br>991 Bennett Ave<br>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<br>1051 South "A" Street<br>Oxnard, California 93030 | **FROM:** | Edwards Construction Group, Inc.<br>991 Bennett Ave<br>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<br>1051 South "A" Street<br>Oxnard, California 93030 | **FROM:** | Edwards Construction Group, Inc.<br>991 Bennett Ave<br>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

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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**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** |

**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
By: A Ramirez
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

**Smith**
MECHANICAL - ELECTRICAL - PLUMBING
LIC. NO. 420418

Saturday

# 10268

## WORK AUTHORIZATION # _____

Date: 8/9/25 Project: Kitchen Modernization
Job No.: 60110037 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

**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 | | | | | | |
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| | | | |
|---|---|---|---|
| | | 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 | | | | | | |
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| | | |
|---|---|---|
| | 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 | | | | | | |
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| | | | |
|---|---|---|---|
| | | 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.<br><br>*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,<br>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,<br>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

Edwards Construction Group | LIC No. 1057451

EDWARDS

# References

TAB A











Edwards Construction Group, Inc.
Montecito Elementary Buildings D & E



TAB A

# Relevant Project References

## MONTECITO ELEMENTARY BUILDING D & E REMODEL

| | | | |
|---|---|---|---|
| **Delivery Method** | Lease-Leaseback | **Architect** | RNT Architects |
| **Owner** | Montecito Union School District<br>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<br>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 | **Start Date** | April, 2023 |
| | 2560 Skyway Drive Santa Maria, CA 93455 | **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 | **Total Price** | $3,133,102 |
| | 565 Atterdag Rd. Solvang, CA 93463 | **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.



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Edwards Construction Group | LIC No. 1057451

EDWARDS

# Team

**TAB B**

**FIRM DESCRIPTION**
**ORGANIZATIONAL CHART**
**PROPOSED TEAM**

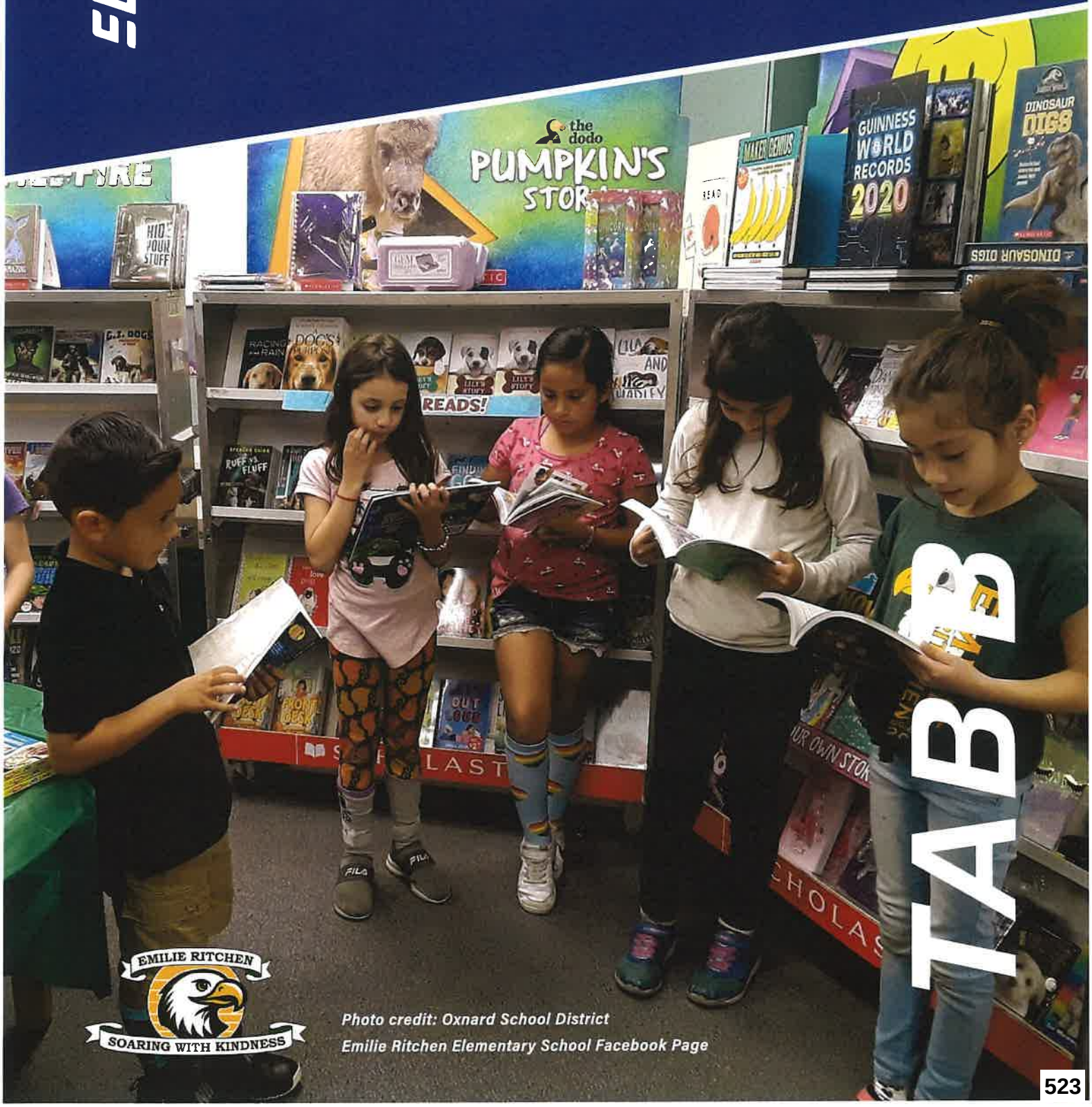



*Photo credit: Oxnard School District*
*Emilie Ritchen Elementary School Facebook Page*

# 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.

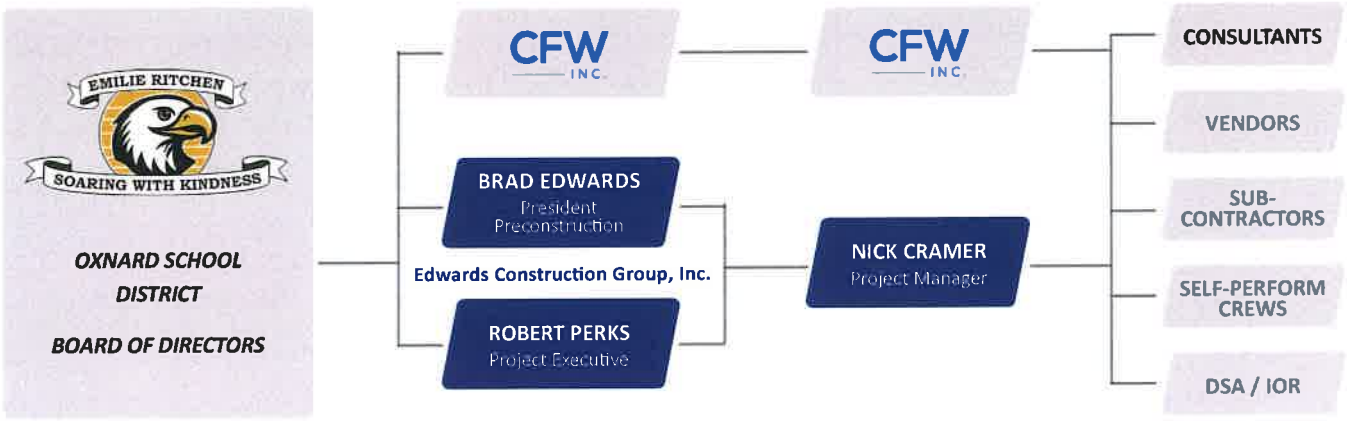
**Open Communication and Feedback:** We foster a culture of open communication and feedback, where every team member feels empowered to share ideas, raise concerns, and provide input on project decisions. Regular team meetings, one-on-one check-ins, and anonymous feedback mechanisms ensure that all voices 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.

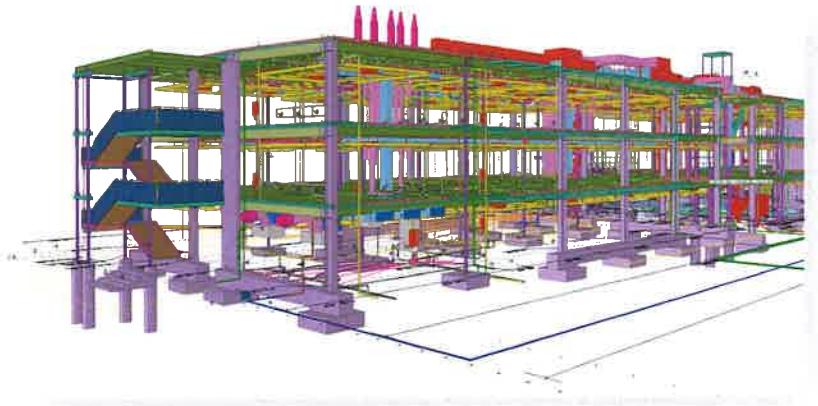
**Virtual Design Construction (VDC) Department:** Our specialized VDC department is the nexus of innovative construction planning. Here's what it entails:

**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**



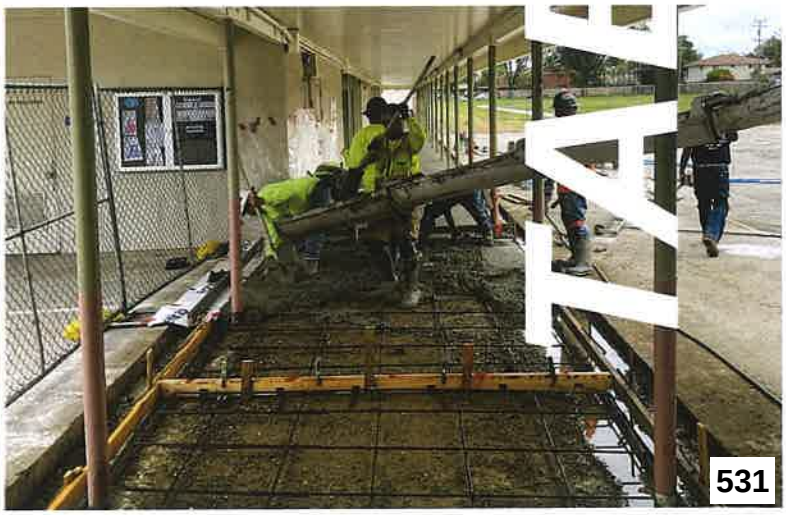






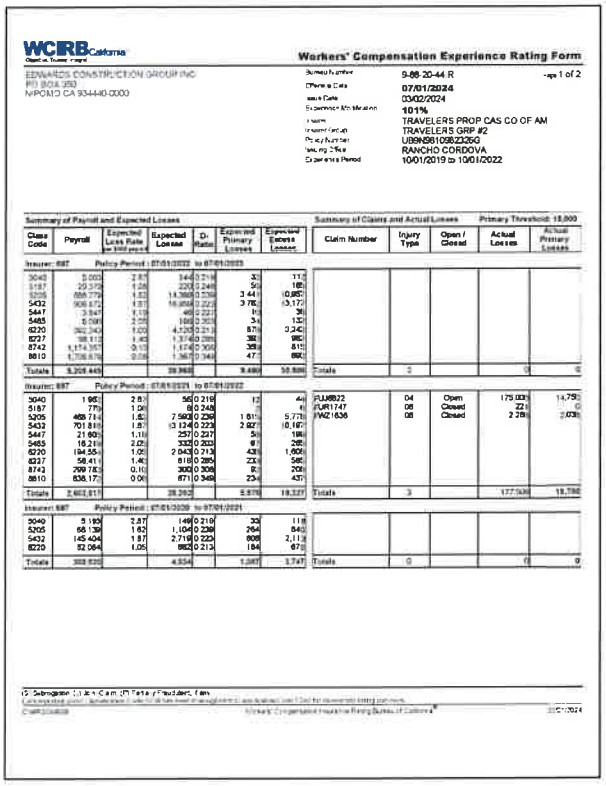
TAB D



## 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: U89NS8109823269
Issuing Office: RANCHO CORDOVA
Experience Period: 10/01/2019 to 10/01/2022

Summary of Payroll and Expected Losses

| Class Code | Payroll | Expected Loss Rate | Expected Losses | D-Ratio | Expected Primary Losses | Expected Excess Losses |
|---|---|---|---|---|---|---|
| Insurer: 687 Policy Period : 07/01/2022 to 07/01/2023 | | | | | | |
| 3040 | 5,000 | 2.87 | 144 | 0.219 | 32 | 112 |
| 5187 | 29,379 | 1.06 | 205 | 0.248 | 50 | 155 |
| 5205 | 888,779 | 1.63 | 14,366 | 0.239 | 3,441 | (0,957) |
| 5432 | 906,671 | 1.87 | 16,954 | 0.223 | 3,781 | 13,172 |
| 5447 | 3,947 | 1.13 | 45 | 0.221 | 10 | 35 |
| 5465 | 5,000 | 2.05 | 103 | 0.303 | 34 | 133 |
| 8220 | 362,340 | 1.03 | 4,535 | 0.213 | 879 | 3,245 |
| 8227 | 98,112 | 1.40 | 1,374 | 0.288 | 388 | 986 |
| 8742 | 1,174,357 | 0.13 | 1,474 | 0.308 | 359 | 815 |
| 8810 | 1,758,878 | 0.08 | 1,367 | 0.348 | 473 | 892 |
| Totals | 5,208,445 | | 39,968 | | 9,480 | 30,588 |
| 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 | 2 | 6 |
| 5205 | 488,784 | 1.63 | 7,963 | 0.239 | 1,911 | 5,778 |
| 5432 | 701,816 | 1.87 | 13,140 | 0.223 | 2,927 | (0,167) |
| 5447 | 21,603 | 1.13 | 257 | 0.237 | 58 | 199 |
| 5465 | 16,218 | 2.05 | 332 | 0.203 | 81 | 250 |
| 8220 | 194,554 | 1.03 | 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 | | 28,292 | | 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 |

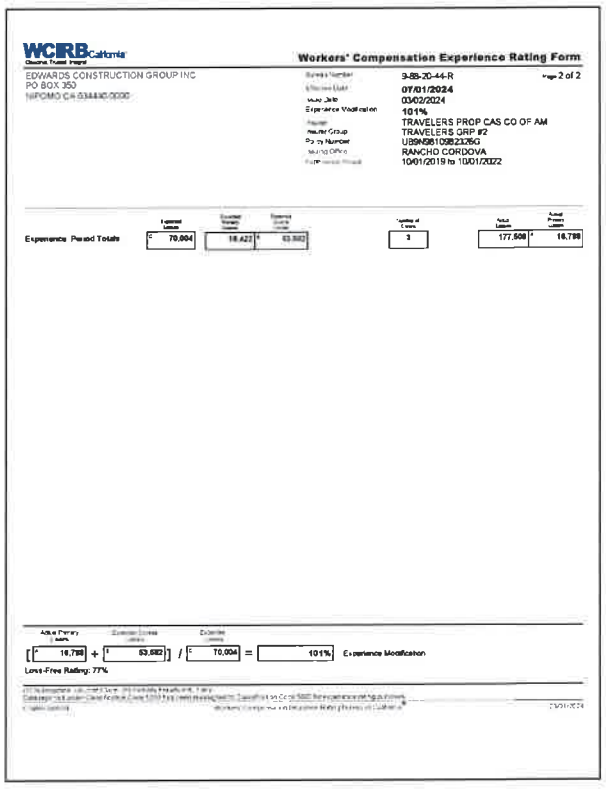
Summary of Claims and Actual Losses — Primary Threshold: 18,000

| Claim Number | Injury Type | Open / Closed | Actual Losses | Actual Primary Losses |
|---|---|---|---|---|
| FUM822 | 04 | Open | 175,000 | 14,792 |
| FUR1747 | 08 | Closed | 221 | 0 |
| FWZ1636 | 08 | Closed | 2,287 | 2,006 |
| Totals | 3 | | 177,508 | 16,798 |

Subrogation: [ ] Jt Ck [ ] Carrier [ ] Third Party Recovery [ ] Other

Certified correct. Signature: [redacted] Title: President, Date: 03/01/2024

Rating prepared by: Workers' Compensation Insurance Rating Bureau of California



WCRB California

Workers' Compensation Experience Rating Form

EDWARDS CONSTRUCTION GROUP INC
PO BOX 350
NIPOMO CA 934440-0000

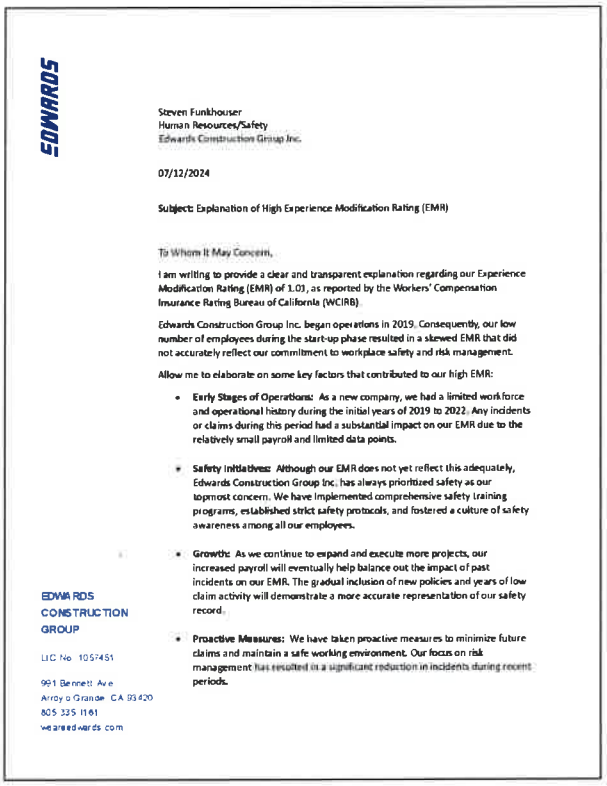
Page 2 of 2

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: U89NS8109823269
Issuing Office: RANCHO CORDOVA
Experience Period: 10/01/2019 to 10/01/2022

| | Expected Losses | Expected Primary Losses | Expected Excess Losses | Number of Claims | Actual Losses | Actual Primary Losses |
|---|---|---|---|---|---|---|
| Experience Period Totals | C 70,004 | 18,422 | I 63,582 | 3 | 177,508 | A 16,798 |

[ A 16,798 + I 63,582 ] / C 70,004 = 101% Experience Modification

Loss-Free Rating: 77%



EDWARDS

Steven Funkhouser
Human Resources/Safety
Edwards Construction Group Inc.

07/12/2024

**Subject:** Explanation of High Experience Modification Rating (EMR)

To Whom It May Concern,

I am writing to provide a clear and transparent explanation regarding our Experience Modification Rating (EMR) of 1.01, as reported by the Workers' Compensation Insurance Rating Bureau of California (WCIRB).

Edwards Construction Group Inc. began operations in 2019. Consequently, our low number of employees during the start-up phase resulted in a skewed EMR that did not accurately reflect our commitment to workplace safety and risk management.

Allow me to elaborate on some key factors that contributed to our high EMR:

- **Early Stages of Operations:** As a new company, we had a limited workforce and operational history during the initial years of 2019 to 2022. Any incidents or claims during this period had a substantial impact on our EMR due to the relatively small payroll and limited data points.
- **Safety Initiatives:** Although our EMR does not yet reflect this adequately, Edwards Construction Group Inc. has always prioritized safety as our topmost concern. We have implemented comprehensive safety training programs, established strict safety protocols, and fostered a culture of safety awareness among all our employees.
- **Growth:** As we continue to expand and execute more projects, our increased payroll will eventually help balance out the impact of past incidents on our EMR. The gradual inclusion of new policies and years of low claim activity will demonstrate a more accurate representation of our safety record.
- **Proactive Measures:** We have taken proactive measures to minimize future claims and maintain a safe working environment. Our focus on risk management has resulted in a significant reduction in incidents during recent periods.

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CONSTRUCTION
GROUP

LIC No. 1057451

991 Bennett Ave
Arroyo Grande, CA 93420
805.335.1161
weareedwards.com



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At Edwards Construction Group Inc., we firmly believe in transparency and accountability. We acknowledge that our high EMR is an area of concern and are actively working towards continuous improvement in this regard. We remain committed to meeting the highest standards of safety and adhering to best practices within our industry.

We would like to assure you that our projects are managed with utmost care, adhering to industry regulations and prioritizing the safety and well-being of our employees and partners. As a new and ambitious company, we are excited about the opportunity to work with clients who value our commitment to growth, improvement, and excellence.

Thank you for considering Edwards Construction Group Inc. for your project needs. We look forward to the possibility of collaborating with you and showcasing our dedication to delivering exceptional results.

Sincerely,

Steven Funkhouser
Human Resources/Safety
Edwards Construction Group Inc.

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# Bonding & Capacity Letter

**TAB E**

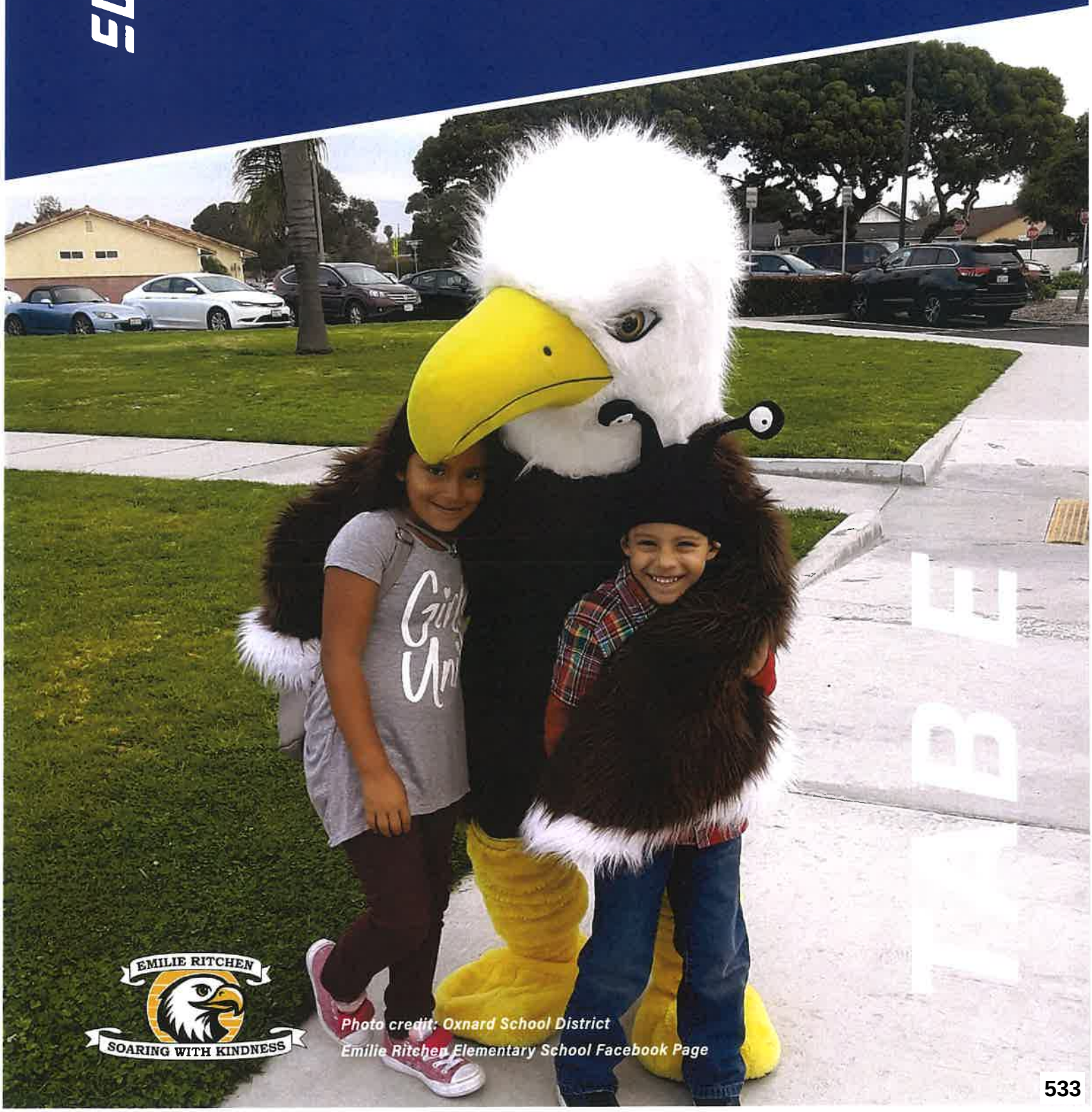



*Photo credit: Oxnard School District*
*Emilie Ritchen Elementary School Facebook Page*

## BONDING & CAPACITY LETTER

*Please see Attachment 5 in the Addendum for our **Bonding & Capacity Letter**.*



Nationwide
is on your side

July 8th, 2024

Oxnard Union School District

RE: Letter of Bondability – Edwards Construction Group, Inc.

To whom it may Concern:

Nationwide Mutual Insurance Company (Nationwide), NAIC #23787 has the pleasure of handling Edwards Construction Group, Inc. (ECG) surety bonding requirements. Nationwide is a Surety Company that is "A" rated by A.M. Best, Treasury Listed and California Admitted. ECG is an organization which in the past has qualified for $80,000,000.00 single contract value, & $150,000,000.00 in total contract value and maintains this level of capacity today. ECG remains in great standing with Nationwide and presently has no current or pending claims against them.

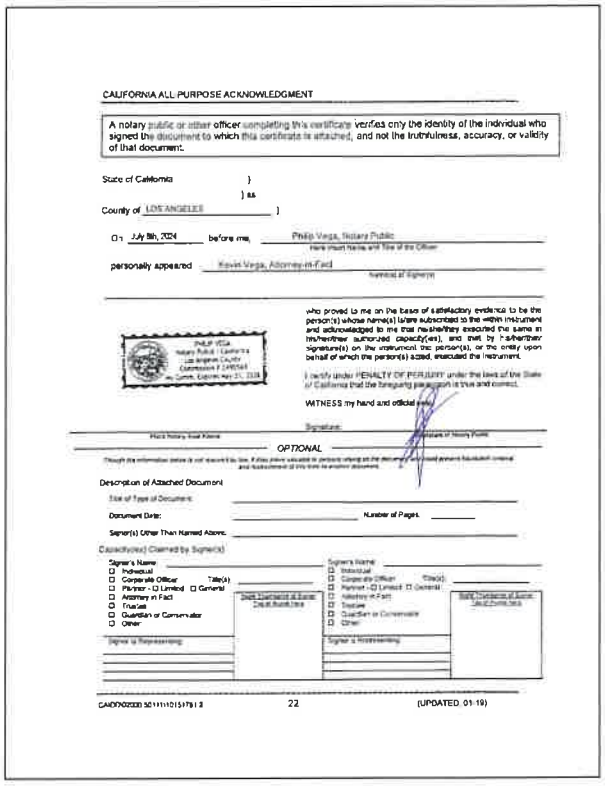
Our investigation of this firm clearly indicates a company thoroughly versed in the construction industry with great depth of experienced people who have become well known for their ability to complete jobs on schedule and within budget, complemented with excellent workmanship. We found their relationship with subcontractors and suppliers to be far above average, which we feel, are of great importance to a well-run project.

We understand that ECG is desirous of bidding on, or securing, a construction contract which may require a bid and/or performance and payment bond(s). Based upon normal underwriting conditions being prevalent, if we are requested to execute such bonds, as required by the terms of any contract awarded to ECG, we can foresee no difficulty in fulfilling such as request.

You understand of course, that any arrangement for bonds is a matter between the contractor and ourselves and we assume no liability to third parties or to you if for any reason we do not execute said bond or bonds.

Sincerely,

Kevin Vega, Attorney-in-Fact



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
) ss
County of LOS ANGELES )

On July 8th, 2024 before me, Philip Vega, Notary Public
(Here Insert Name and Title of the Officer)

personally appeared Kevin Vega, Attorney-in-Fact
(Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____
(Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

CA0X702000 SC1111015781 3 22 (UPDATED: 01-19)

EDWARDS

# DSA Plan Review

**TAB F**

CONSTRUCTION CHALLENGES & SOLUTIONS
SITE LOGISTICS PLAN
COST ESTIMATE
PRECONSTRUCTION FEE
GMP RISK EVALUATION





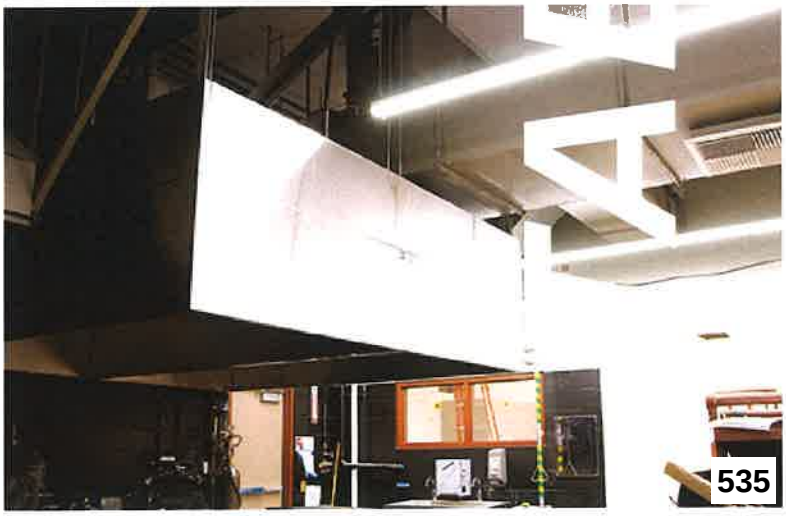








Edwards Construction Group, Inc.
Santa Maria High School CTE Modernization



# Construction Challenges & Solutions

Edwards Construction Group, Inc. has identified several potential construction challenges for the Ritchen Elementary School Modernization Project. We propose the following solutions to ensure these challenges do not cause unnecessary delays or additional costs:

## PHASED CONSTRUCTION ON ACTIVE CAMPUS:

**Challenge:** Managing construction on an active campus with an unknown student load requires consideration for temporary classrooms and restrooms.

**Solution:** Implement additional temporary classrooms and restrooms to accommodate students during each construction phase. This will ensure minimal disruption to the educational process and maintain a safe and functional environment for students and staff.

## SECURE LAYDOWN AREA AND SAFE PATH OF TRAVEL:

**Challenge:** Securing a laydown area for phased work that allows safe movement between phases. The potential laydown locations may block the single drive lane or fire lane.

**Solution:** Utilize the laydown area at the southwest corner of the campus, using the fire lane for access. Implement handcarts to move materials between phases during class changes, ensuring safe and efficient transportation without disrupting daily school operations.

## PARTITIONING OF THE HVAC SYSTEM:

**Challenge:** Partitioning the HVAC system during phased construction can be complex and may impact the comfort and safety of the occupied areas.

**Solution:** Install temporary or bypass ducts to maintain HVAC functionality throughout the construction phases. This approach ensures that the HVAC system continues to operate efficiently, providing a comfortable environment for students and staff.

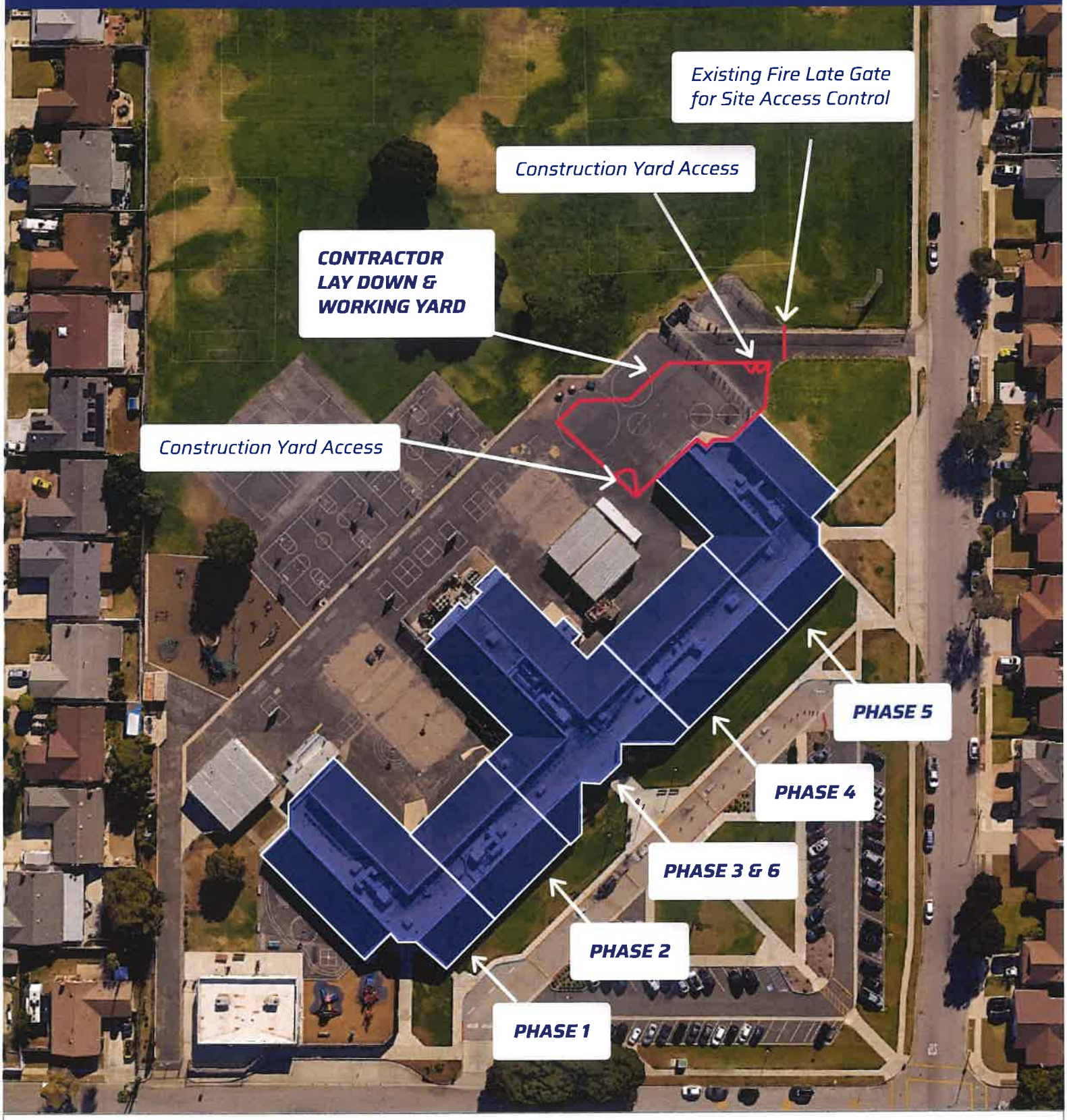
## ISOLATION OF UTILITIES:

**Challenge:** Isolating electricity, water, and sewer systems to ensure safe work areas during construction, especially when these utilities cannot be completely isolated.

**Solution:** Conduct a thorough location survey of all existing utilities and develop a detailed plan for working on active lines. Implement utility shutdowns as needed and prepare an emergency plan for any accidental breaches. This proactive approach will minimize risks and ensure quick resolution of any issues that arise.

# Site Logistics Plan

*Please see Attachment 6 in the Addendum for our **Technical Site Logistics Plan.***



# Cost Estimate

| CSI CODE | DIVISION / TRADE | QTY | METRIC | SUBCONTRACTOR | SUB-TOTAL |
|---|---|---|---|---|---|
| 00 00 00 | **Procurement and Contracting Requirements** | | | | |
| 00 72 00 | General Conditions | 1 | LS | $ 764,105.00 | $ 764,105.00 |
| 02 00 00 | **Existing Conditions** | | | | |
| 02 41 19 | Selective Demolition | 1 | LS | $ 150,000.00 | $ 150,000.00 |
| 03 00 00 | **Concrete** | | | | |
| 03 00 00 | Concrete | 1 | LS | $ 165,000.00 | $ 165,000.00 |
| 05 00 00 | **Metals** | | | | |
| 05 50 00 | Metal Fabrications | 1 | LS | $ 50,000.00 | $ 50,000.00 |
| 06 00 00 | **Wood, Plastics, and Composites** | | | | |
| 06 10 00 | Rough Carpentry | 1 | LS | $ 600,000.00 | $ 600,000.00 |
| 06 20 00 | Finish Carpentry | 1 | LS | $ 75,000.00 | $ 75,000.00 |
| 06 41 00 | Architectural Wood Casework | 1 | LS | $ 150,000.00 | $ 150,000.00 |
| 07 00 00 | **Thermal and Moisture Protection** | | | | |
| 07 13 00 | Sheet Waterproofing | 1 | LS | $ 25,000.00 | $ 25,000.00 |
| 07 92 00 | Joint Sealants | 1 | LS | $ 10,000.00 | $ 10,000.00 |
| 08 00 00 | **Openings** | | | | |
| 08 41 13 | Aluminum-Framed Entrances and Storefronts | 1 | LS | $ 80,000.00 | $ 80,000.00 |
| 08 71 00 | Door Hardware | 1 | LS | $ 35,000.00 | $ 35,000.00 |
| 08 81 00 | Glass Glazing | 1 | LS | $ 20,000.00 | $ 20,000.00 |
| 09 00 00 | **Finishes** | | | | |
| 09 05 61 | Concrete Moisture-Control System | 1 | LS | $ 25,000.00 | $ 25,000.00 |
| 09 22 26 | Ceiling Grid Suspension System | 1 | LS | $ 50,000.00 | $ 50,000.00 |
| 09 28 13 | Cementitious Backing Boards | 1 | LS | $ 35,000.00 | $ 35,000.00 |
| 09 29 00 | Gypsum Board | 1 | LS | $ 200,000.00 | $ 200,000.00 |
| 09 30 13 | Ceramic Tiling | 1 | LS | $ 100,000.00 | $ 100,000.00 |
| 09 51 00 | Acoustical Ceilings | 1 | LS | $ 150,000.00 | $ 150,000.00 |
| 09 65 00 | Resilient Flooring | 1 | LS | $ 90,000.00 | $ 90,000.00 |
| 09 68 00 | Carpeting | 1 | LS | $ 120,000.00 | $ 120,000.00 |
| 09 72 16 | Vinyl-Coated Fabric Wall Cove. & Tackable Substrate | 1 | LS | $ 75,000.00 | $ 75,000.00 |
| 09 72 19 | Rigid Sheet Wall Coverings | 1 | LS | $ 35,000.00 | $ 35,000.00 |
| 09 77 13 | Vinyl-Wrapped Panels- Tackboards | 1 | LS | $ 50,000.00 | $ 50,000.00 |
| 09 84 33 | Wood Fiber Acoustical Units | 1 | LS | $ 60,000.00 | $ 60,000.00 |
| 09 91 00 | Painting | 1 | LS | $ 80,000.00 | $ 80,000.00 |
| 10 00 00 | **Specialties** | | | | |
| 10 11 00 | Visual Display Units | 1 | LS | $ 45,000.00 | $ 45,000.00 |
| 10 14 00 | Signage | 1 | LS | $ 25,000.00 | $ 25,000.00 |
| 10 21 13 | Toilet Compartments | 1 | LS | $ 25,000.00 | $ 25,000.00 |
| 10 26 00 | Wall and Door Protection | 1 | LS | $ 20,000.00 | $ 20,000.00 |
| 10 28 00 | Toilet, Bath, and Laundry Accessories | 1 | LS | $ 15,000.00 | $ 15,000.00 |
| 12 00 00 | **Furnishings** | | | | |
| 12 21 13 | Horizontal Louver Blinds | 1 | LS | $ 25,000.00 | $ 25,000.00 |
| 12 24 13 | Roller Window Shades | 1 | LS | $ 15,000.00 | $ 15,000.00 |
| 22 00 00 | **Plumbing** | | | | |
| 22 00 00 | Plumbing | 1 | LS | $ 100,000.00 | $ 100,000.00 |
| 23 00 00 | **Heating, Ventilating, and Air Conditioning (HVAC)** | | | | |
| 23 00 00 | Heating, Ventilating, and Air Conditioning (HVAC) | 1 | LS | $ 1,500,000.00 | $ 1,500,000.00 |
| 26 00 00 | **Electrical** | | | | |
| 26 00 00 | Electrical | 1 | LS | $ 600,000.00 | $ 600,000.00 |
| 27 00 00 | **Communications** | | | | |
| 27 00 00 | Communications | 1 | LS | $ 250,000.00 | $ 250,000.00 |
| 28 00 00 | **Electronic Safety and Security** | | | | |
| 28 31 00 | Fire Detection and Alarm | 1 | LS | $ 100,000.00 | $ 100,000.00 |

| | | |
|---|---|---|
| **Total Bid Direct Cost** | | $ 5,914,105.00 |
| Contingency | 2% | $ 118,282.00 |
| Insurance | 1.75% | $ 103,497.00 |
| Fee | 6% | $ 354,846.00 |
| **Bond Subtotal** | | $ 6,490,730.00 |
| | 0.624% | $ 40,772.20 |
| **Total Bid** | | **$ 6,531,502.20** |



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Edwards Construction Group | LIC No. 1057451
538

# 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 | | | | | | | | | | | | | | | | |

EDWARDS

# 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.

EDWARDS

# Identification of Trades

**TAB H**

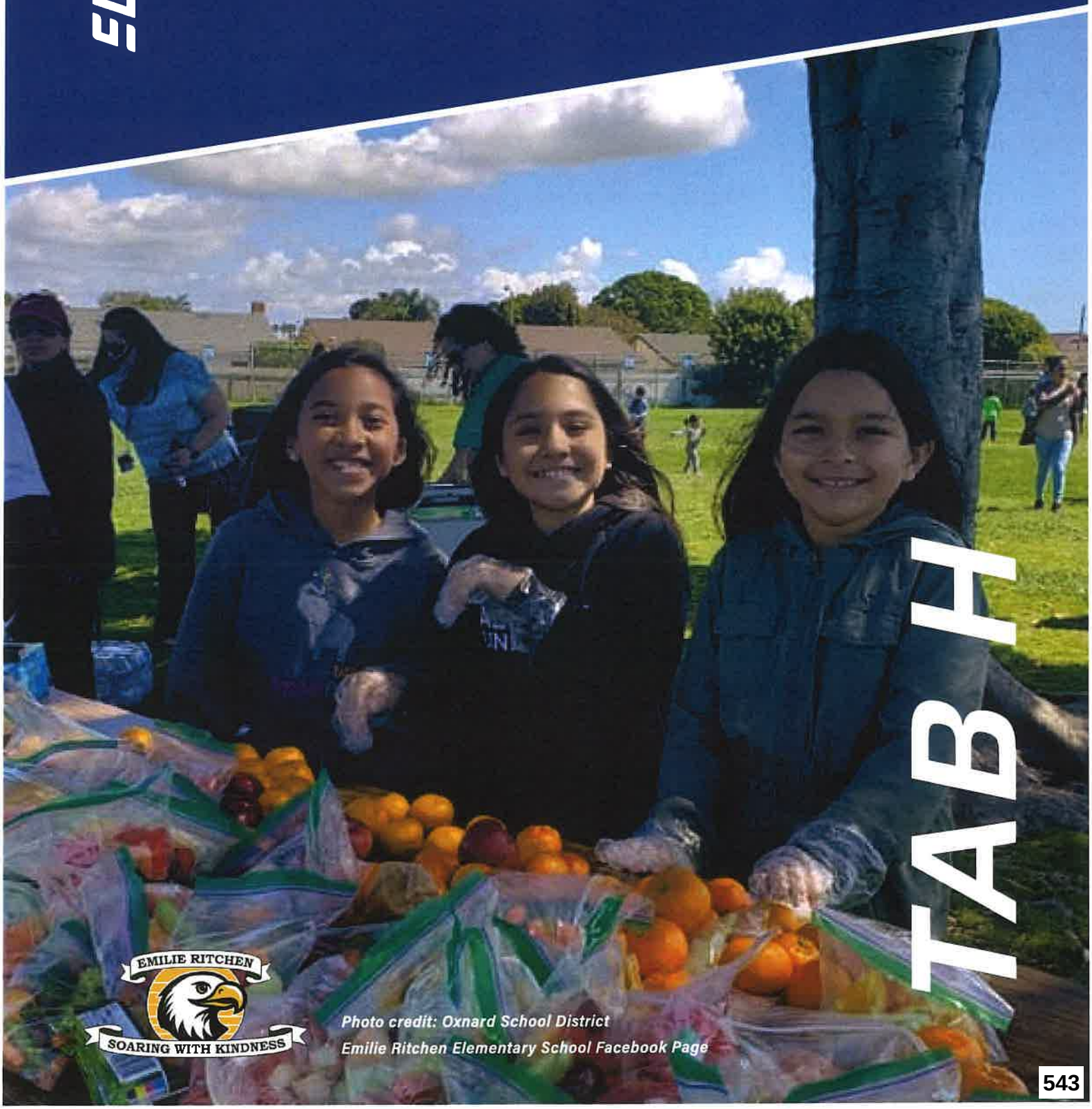



*Photo credit: Oxnard School District*
*Emilie Ritchen Elementary School Facebook Page*

TAB H

# Identification of Trades

All scopes will be subcontracted with only minor and general labor/carpentry self performed in areas related to mobilization of site logistics.

Please see estimation of costs in the conceptual budget provided on pages 14 - 16.



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Edwards Construction Group | LIC No. 1057451

EDWARDS

# Conceptual Schedule

**TAB I**

**APPROACH TO SCHEDULE**
**PROJECT SCHEDULE ESTIMATE**







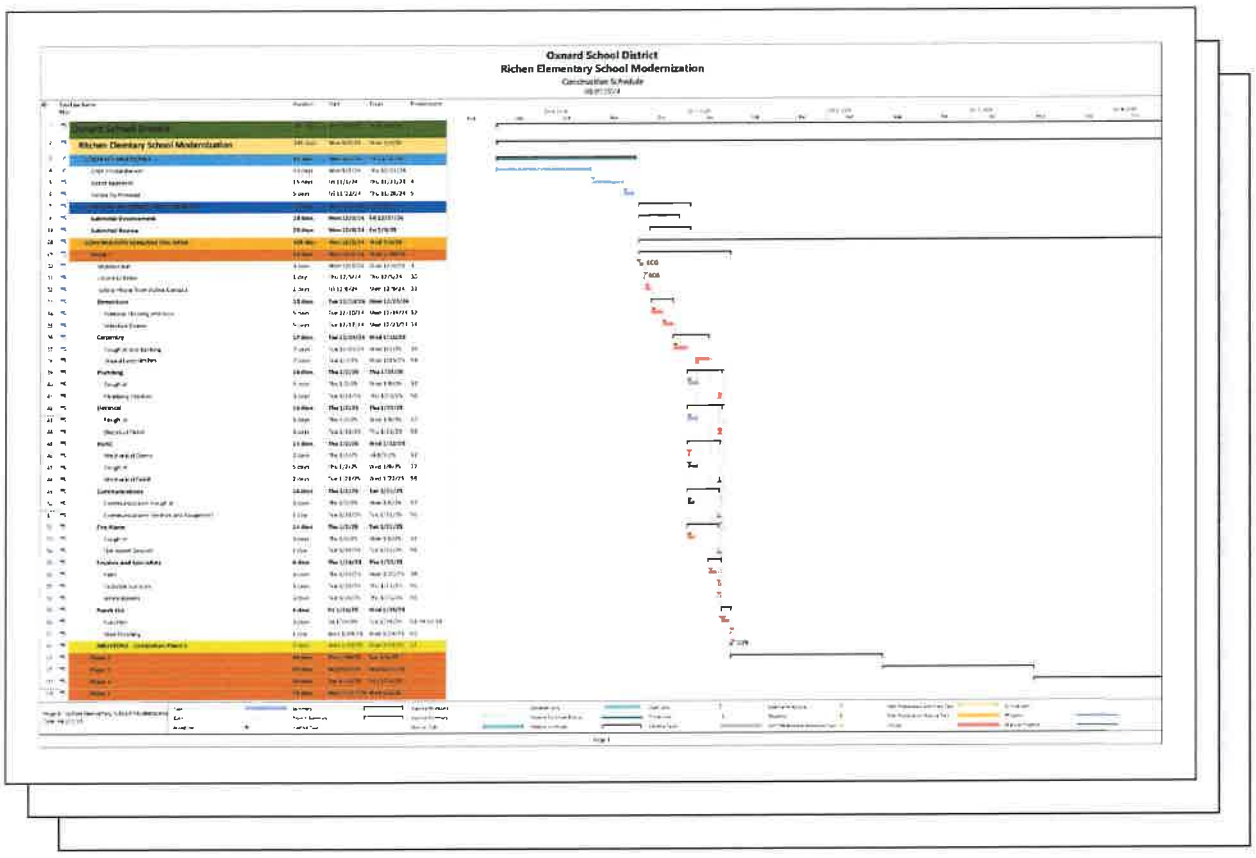






## BONDING & CAPACITY LETTER

*Please see Attachment 7 in the Addendum for a* ***Complete Conceptual Schedule.***






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Edwards Construction Group | LIC No. 1057451

EDWARDS

# Thank you.

We appreciate this opportunity to propose our services to the Oxnard School District, Caldwell Flores Winters, Inc., and your team. Edwards is passionate about building with and for our clients and their constituents. We look forward to continuing to build a strong and lasting relationship with you and your teams as we successfully bring your vision to life.

Thank you for reviewing our proposal and we look forward to working with you.

Sincerely,

Brad Edwards, President

*Collaborative Design-Build Services for the Dairy Modernization Project*

*Thursday | March 14, 2024*

**EDWARDS CONSTRUCTION GROUP**

License No. 1057451

991 Bennett Ave.
Arroyo Grande, CA 93420

805.335.1161
weareedwards.com

EDWARDS

# Attachments

# Appendix

PROJECT TEAM RESUMES
SAMPLE PROGRESS REPORT
SAFETY RECORD AND EMR LETTER
SAFETY LETTER OF EXPLANATION
BONDING AND CAPACITY LETTER
TECHNICAL SITE LOGISTICS PLAN
SCHEDULE

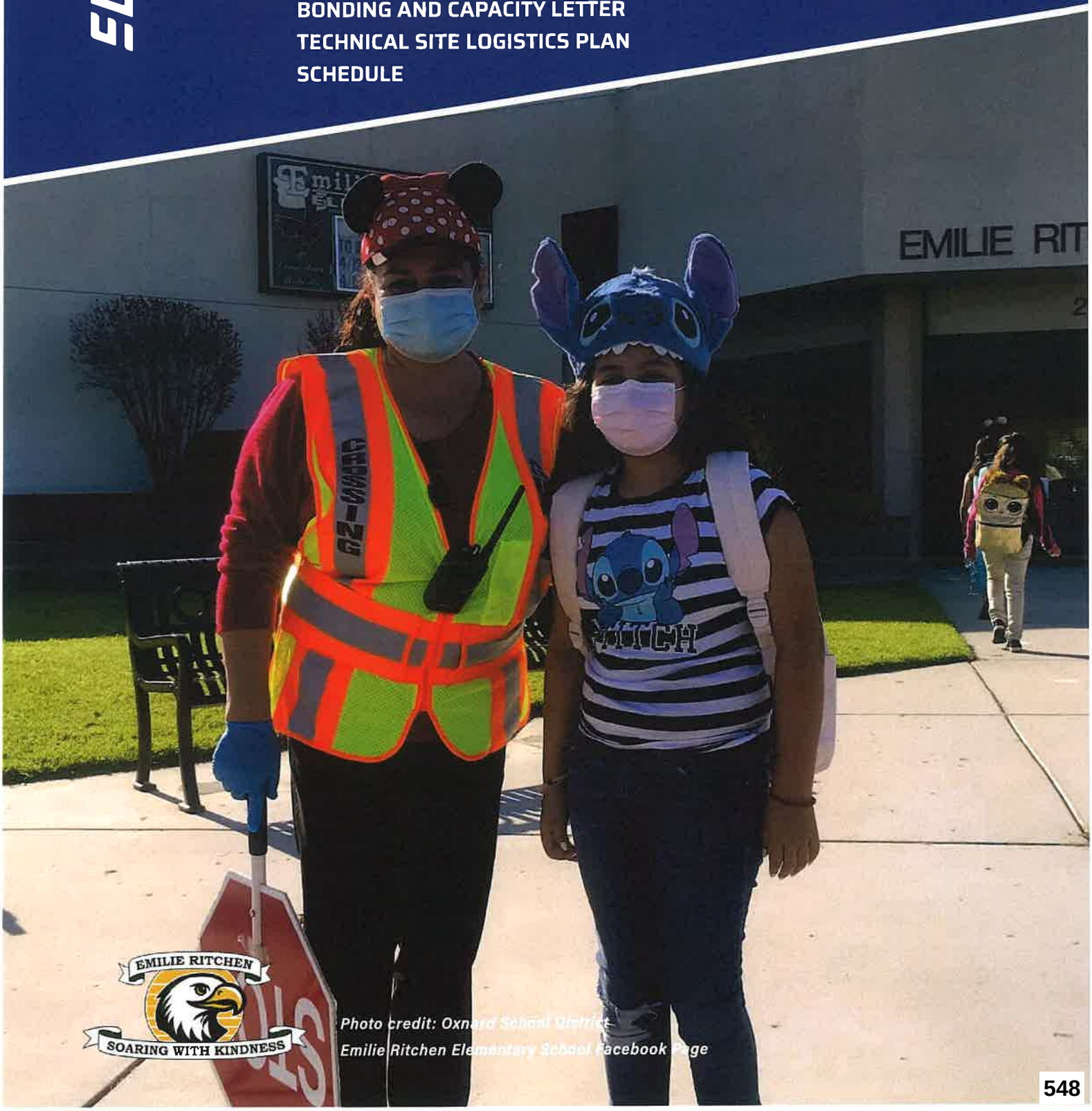



*Photo credit: Oxnard School District Emilie Ritchen Elementary School Facebook Page*

EDWARDS

Attachment 1

# Project Team Resumes



PRECONSTRUCTION

# BRAD EDWARDS

## President, Preconstruction

Brad Edwards brings over 25 years of experience in construction, mastering carpentry, estimating, and project management. As a key member and mentor in preconstruction and construction, Brad holds primary A and B licenses for the company and is a certified Varco Pruden Metal Building Designer and Installer. He has estimated and developed budgets for projects ranging from small remodels to $60-million new construction. His extensive practical project experience provides exceptional insight for estimation, constructability, budgeting, planning, and scheduling.

Proficient in various estimating software programs, Brad excels in performing takeoffs and bidding on large projects. He has extensive experience responding to public RFPs and RFQs, including design-build, lease-leaseback, design assist, and pre-construction services. Brad collaborates closely with local design professionals and owners, particularly in public works construction with local school districts, county, and city agencies. His expertise in large-scale new construction and major renovations, especially in essential services and public facilities, makes him a valuable asset to any project.

Brad will lead the preconstruction effort, establishing the GMP budget and ensuring the Owner's needs are met. The Owner will have direct access to Brad for critical and suggestive decisions, fostering a trusting and productive partnership.

## PORTFOLIO

**President / Preconstruction,** *Edwards Construction Group*

Emergency Operations and Regional Fire Center, County of Santa Barbara, 11/22 – Present
Sheriff Building Substation Re-Roof and Improvements, SLO County, 06/24-08/24
Guadalupe USD, Pasadera New Junior High School, Gymnasium, & ECL LLB, 12/23 – Present
Coastal Christian Multi-Purpose Building, 06/23 - Present
SMJUHSD, Santa Maria High School CTE Modernization Project, 06/23 – Present
SMJUHSD, Ernest Righetti High School CTE Modernization Project, 06/23 – Present
Lompoc Elementary Kinder Classrooms at 4 Sites, LLB, 08/23 - Present
Preconstruction and Design Services for Lompoc, LLB, 07/23 - 07/23
New Tech Classroom Building, Cold Springs SD, LLB, 05/30 - Present
La Colina Demo and Re-Roof Project, Santa Barbara US, LLB, 05/23 - Present
Buellton Elementary Kinder Classroom Building, LLB, 01/23 - Present
Oak Valley Pre-K Classroom Buildings, Buellton, LLB, 01/23 - 08/23
Vieja Valley Alterations Modernization, 11/22 - Present
Montecito Elementary Outdoor Pavilion Improvements, LLB, 06/22 - Present
Guadaupe USD, Pasadera Stone Columns Foundation Work, LLB, 06/22 - 10/22
Montecito Elementary Building D&E Remodel, LLB, 05/22 - Present
Branch Elementary School Multi-Purpose Room, 04/22 - 08/23
Grover Heights Elementary School, Multi-Purpose Room, LLB, 03/22 - 01/23
Solvang Elementary Culinary Arts Building, Site Improvements, 12-21 - 10/22
Shell Beach Elementary School Multi-Purpose Room, 09/21 - 08/22
Santa Maria HS New 50 Classroom & Administration Building, LLB, 01/21 - 03/23
Mary Buren New Modular Kindergarten Classroom Buildings, LLB, 02/20 - 01/21
Santa Maria High School CTE & Agriculture Farm Campus, LLB, 01/18 - 02/21
Ernest Righetti High School 38 Classroom Building, LLB, 06/16 - 05/19
Pioneer Valley High School Performing Arts Building, LLB 01/15 - 10/17

## CONTACT

**email**
**be@edwardscongroup.com**
**phone**
**805.335.1161**
**cellular**
**805.868.2874**
**website**
**weareedwards.com**

## REGISTRATION

**A & B License in Engineering and General Contracting**

**Timberline Estimating**

**Bid Leveling Software**

**Procore Management**

**Microsoft Projects**




# ROBERT PERKS

## Project Executive

Robert Perks is an accomplished Project Manager with extensive experience managing a broad spectrum of construction projects across the Central Coast. With a tenure at Bernards, he led the Oxnard Union High School District's Measure A bond program, successfully delivering the $20 million Hueneme HS HVAC and Classroom Modernization project alongside multiple other initiatives, showcasing his adeptness at managing complex projects on active campuses.

At Staples Construction, Robert managed a diverse portfolio of local Ventura County projects, including assisted living facilities and multi-family mixed-use developments, demonstrating his expertise in leading projects from bid to closeout. His role at The Penta Building Group saw him at the forefront of constructing the Thacher School Creativity and Technology Building, a 22,000 sq ft cutting-edge humanities building, highlighting his capability to manage intricate projects with precision. During his time at Balfour Beatty Construction, he spearheaded the Rio Del Sol STEAM Academy project, further showcasing his leadership in delivering innovative educational facilities. His background in engineering, combined with his certifications in LEED, OSHA, and construction practices, equips him with a profound understanding of project management, safety, and sustainability standards, making him a valuable asset to the project.

## PORTFOLIO

### **Executive,** *Edwards Construction Group, Inc.*

Oxnard Union High School District, HVAC Modernizations & classroom and facility upgrades
Emergency Operations and Regional Fire Center, County of Santa Barbara

### **Project Manager,** *Bernards*

Oxnard Union High School District, HVAC Modernizations & classroom and facility upgrades
Emergency Operations and Regional Fire Center, County of Santa Barbara

### **Project Manager,** *Staples Construction*

Oxnard College Fire Academy Apparatus Bay Phases 1&3, Ventura Community College District
Via San Clemente, Ventura, CA, 8 unit townhome / mixed use. 54000 sq ft, $8 million
Vista Simi Valley Assisted Living, 51,000 sq ft $12 million

### **Project Manager,** *The Penta Building Group*

Thacher School - Project Based Learning Hub - Ojai, CA
Thacher School - Dining Pavilion - Ojai, CA

### **Project Manager,** *Balfour Beatty Construction*

Rio USD - Rio Del Sol - Oxnard, CA

### **Additional Projects**

LACCD West LA Campus - Build LACCD - Culver City, CA
Simi USD -District Wide Needs Assessment/Trusted Construction Advisor - Simi Valley, CA
Oak Park USD - Trusted Construction Advisor/Bond Management - Oak Park, CA

## CONTACT

email
**rp@edwardscongroup.com**
phone
**805.335.1161**
cellular
**805.256.2730**
website
**weareedwards.com**

## REGISTRATION

**LEED AP**

**OSHA 10 & 30 Hour Construction safety and Health**

**MS Ocean Engineering, Florida Atlantic University**

**SDSU Construction Practices (Planning & Estimating coursework)**




# NICK CRAMER

## Project Manager

Being situated just a few miles away from Cal Poly San Luis Obispo, our corporate office gives Edwards an advantage in selecting top-tier construction managers. Nick has consistently showcased remarkable competence in managing Edwards Construction projects, and our expectations of our team are high. As an Eagle Scout, he brings exceptional organizational skills, a proficient grasp of the latest in construction technology, and a keen eye for the smallest details in any form or document, making him an unwaveringly reliable asset for any task.

Nick's methodical approach and his knack for identifying and solving the minutest details ensure that the job is done accurately the first time. For this project, Nick will deliver the comprehensive services expected from a senior- level Project Engineer. Additionally, he will serve as an extra monitor for all construction activities, overseeing progress and ensuring adherence to plans and specifications. His role extends to aiding in cost control, maintaining quality standards, and serving as an additional technical point of contact for the project.

## EDUCATION

California Polytechnic State University - San Luis Obispo, CA (Class of 2019)
Bachelor of Science: Construction Management

## PORTFOLIO

**Project Manager,** *Edwards Construction Group, Inc.*

Oxnard Union High School District, HVAC Modernizations & classroom and facility upgrades
Emergency Operations and Regional Fire Center, County of Santa Barbara

**Senior Project Engineer,** *Bernards Bros. Inc.*

Senior Project Engineer (Construction Manager) - HVAC Modernization, Oxnard UHSD

Managed construction contracts across multiple high school campuses as part of a $400 million bond initiative for the Oxnard Union High School District

**Project Engineer,** *Gilbane Building Company*

MEP Project Engineer - Cal Poly Frost Center

MEP engineer on a $90 million multifunctional educational and laboratory facility on a California State University campus

Project Engineer - Cal Poly Plant Conservatory & Cal Poly Eucalyptus House Projects

Executed buyout through occupancy of a $4.3 million plant conservatory design-build project and a $1.7 million modular laboratory design-build project

## CONTACT

email
**nc@edwardscongroup.com**
phone
**805.335.1161**
cellular
**805.980.5735**
website
**weareedwards.com**

## 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:

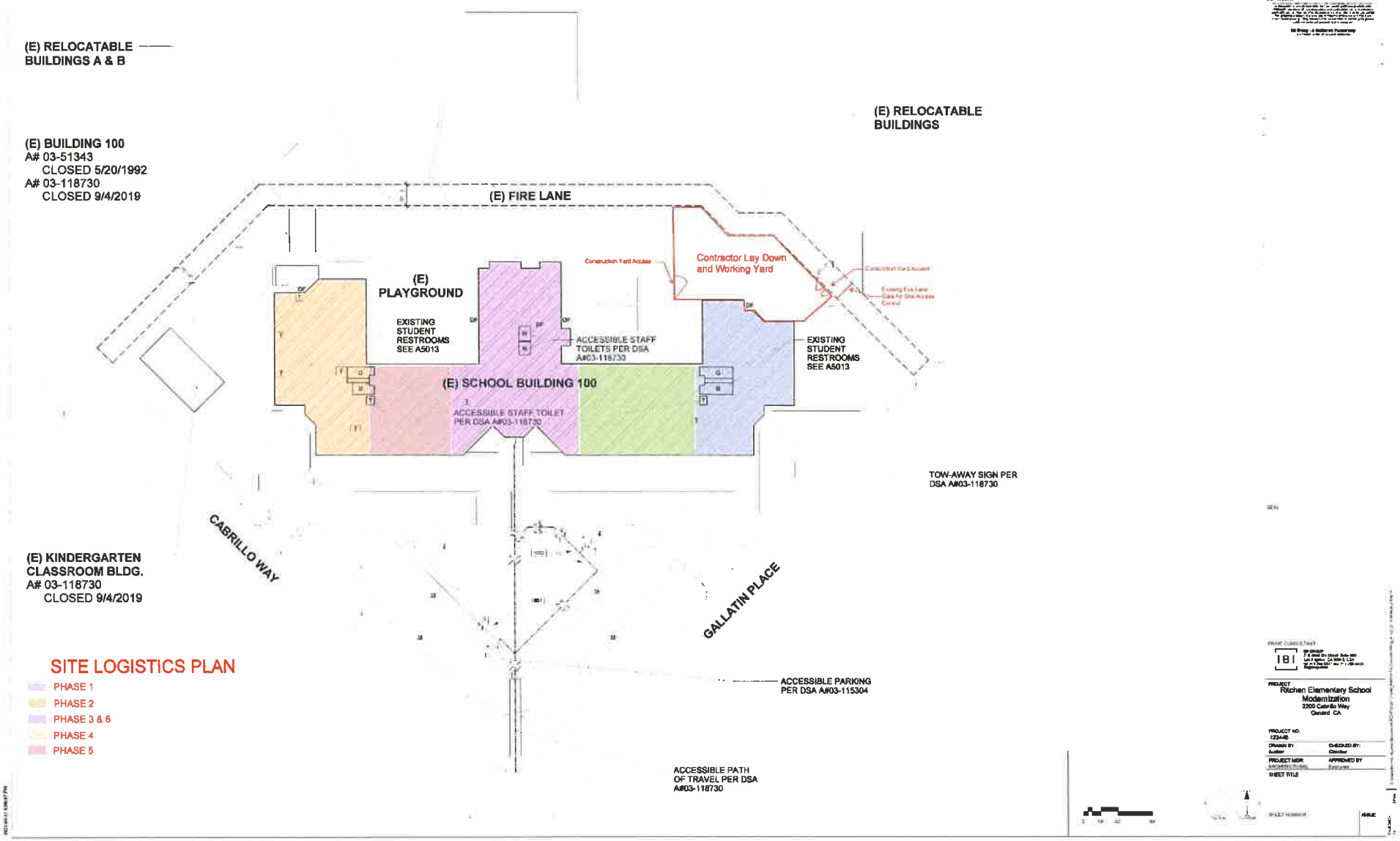
Capacity(ies) Claimed by Signer(s)

| 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

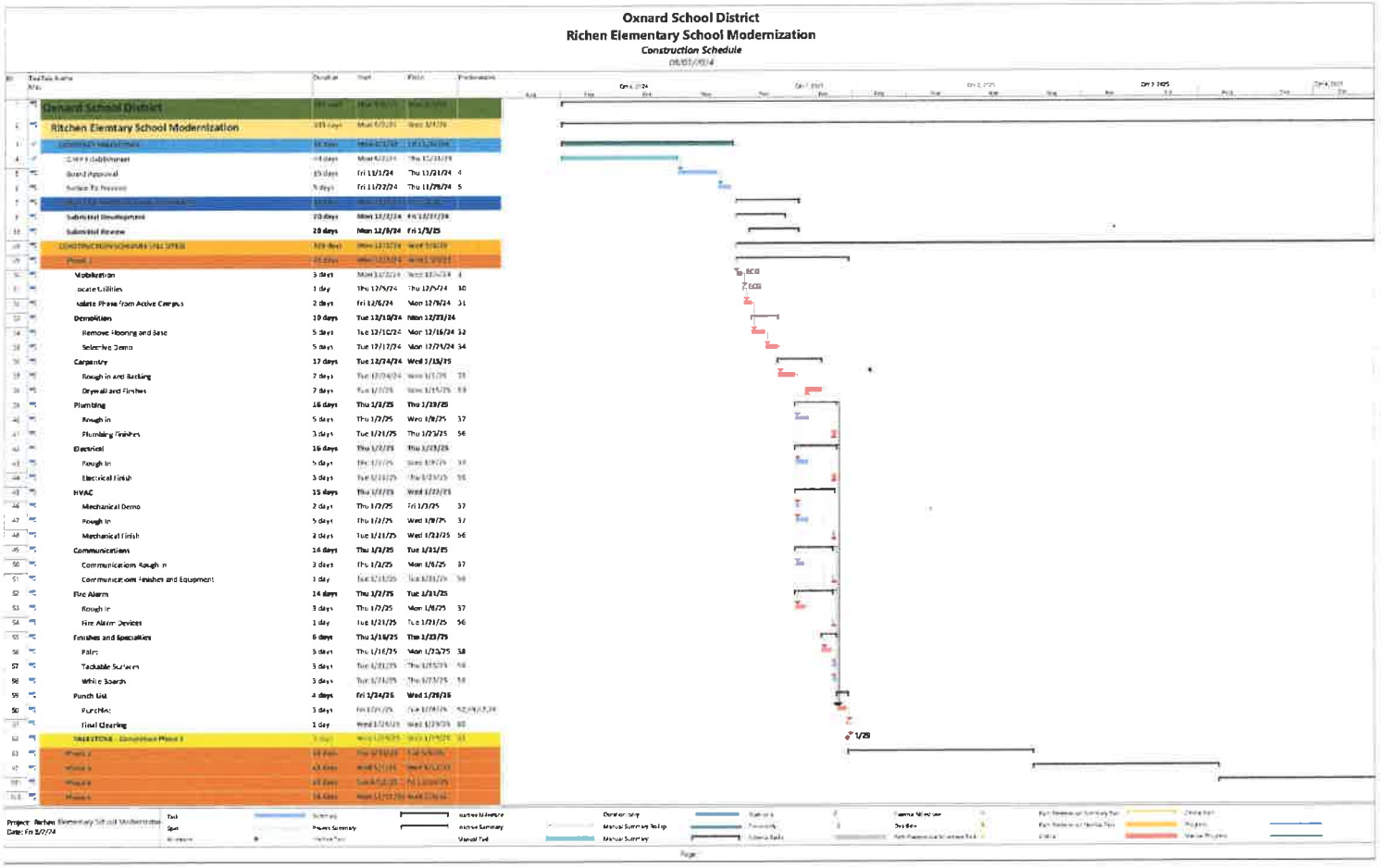
# Technical Site Logistics Plan


(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
(E) SCHOOL BUILDING 100
ACCESSIBLE STAFF TOILET PER DSA A#03-118730
EXISTING STUDENT RESTROOMS SEE A5013
TOW-AWAY SIGN PER DSA A#03-118730
CABRILLO WAY
GALLATIN PLACE
(E) KINDERGARTEN CLASSROOM BLDG.
A# 03-118730
CLOSED 9/4/2019
SITE LOGISTICS PLAN
PHASE 1
PHASE 2
PHASE 3 & 6
PHASE 4
PHASE 5
ACCESSIBLE PARKING PER DSA A#03-115304
ACCESSIBLE PATH OF TRAVEL PER DSA A#03-118730
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

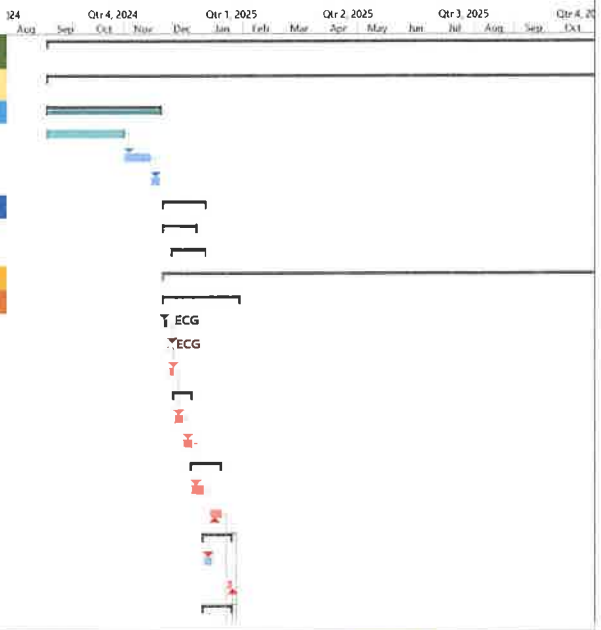
# Attachment 7

# Conceptual Schedule


Oxnard School District
Richen Elementary School Modernization
Construction Schedule
Oxnard School District
Richen Elementary School Modernization
Mobilization
Demolition
Carpentry
Plumbing
Electrical
HVAC
Communications
Fire Alarm
Finishes and Specialties
Punch List
Final Cleaning

# Oxnard School District
## Richen Elementary School Modernization
*Construction Schedule*
*08/01/2024*

| ID | Task Mox | Task Name | Duration | Start | Finish | Predecessors |
|---|---|---|---|---|---|---|
| 1 | | **Oxnard School District** | 393 days | Mon 9/2/24 | Wed 3/4/26 | |
| 2 | | **Ritchen Elemtary School Modernization** | 393 days | Mon 9/2/24 | Wed 3/4/26 | |
| 3 | | CONTRACT MILESTONES | 65 days | Mon 9/2/24 | Fri 11/29/24 | |
| 4 | | GMP Establishment | 44 days | Mon 9/2/24 | Thu 10/31/24 | |
| 5 | | Board Approval | 15 days | Fri 11/1/24 | Thu 11/21/24 | 4 |
| 6 | | Notice To Proceed | 5 days | Fri 11/22/24 | Thu 11/28/24 | 5 |
| 7 | | LONG LEAD MATERIALS PROCUREMENT | 25 days | Mon 12/2/24 | Fri 1/3/25 | |
| 8 | | **Submittal Development** | **20 days** | **Mon 12/2/24** | **Fri 12/27/24** | |
| 18 | | **Submittal Review** | **20 days** | **Mon 12/9/24** | **Fri 1/3/25** | |
| 28 | | CONSTRUCTION SCHEDULE (ALL SITES) | 328 days | Mon 12/2/24 | Wed 3/4/26 | |
| 29 | | Phase 1 | 43 days | Mon 12/2/24 | Wed 1/29/25 | |
| 30 | | Mobilization | 3 days | Mon 12/2/24 | Wed 12/4/24 | 3 |
| 31 | | Locate Utilities | 1 day | Thu 12/5/24 | Thu 12/5/24 | 30 |
| 32 | | Isolate Phase from Active Campus | 2 days | Fri 12/6/24 | Mon 12/9/24 | 31 |
| 33 | | **Demolition** | **10 days** | **Tue 12/10/24** | **Mon 12/23/24** | |
| 34 | | Remove Flooring and Base | 5 days | Tue 12/10/24 | Mon 12/16/24 | 32 |
| 35 | | Selective Demo | 5 days | Tue 12/17/24 | Mon 12/23/24 | 34 |
| 36 | | **Carpentry** | **17 days** | **Tue 12/24/24** | **Wed 1/15/25** | |
| 37 | | Rough in and Backing | 7 days | Tue 12/24/24 | Wed 1/1/25 | 35 |
| 38 | | Drywall and Finshes | 7 days | Tue 1/7/25 | Wed 1/15/25 | 53 |
| 39 | | **Plumbing** | **16 days** | **Thu 1/2/25** | **Thu 1/23/25** | |
| 40 | | Rough in | 5 days | Thu 1/2/25 | Wed 1/8/25 | 37 |
| 41 | | Plumbing Finishes | 3 days | Tue 1/21/25 | Thu 1/23/25 | 56 |
| 42 | | **Electrical** | **16 days** | **Thu 1/2/25** | **Thu 1/23/25** | |

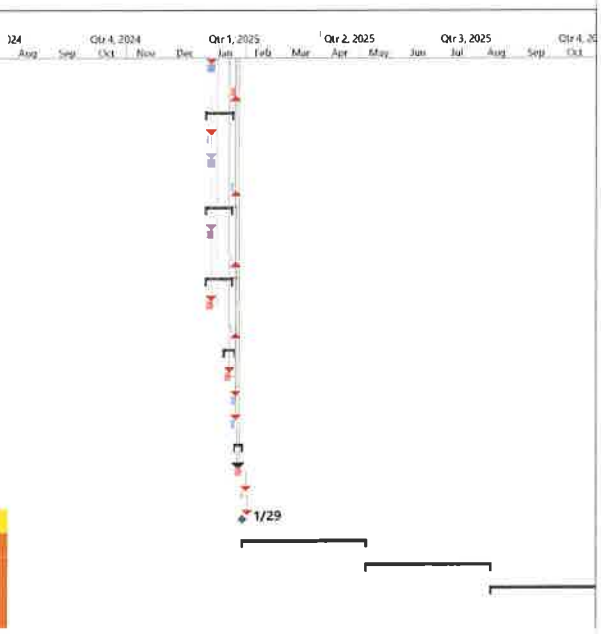



Project: Richen Elementary School Modernizatio
Date: Thu 8/1/24

| | | | | | |
|---|---|---|---|---|---|
| Task | Inactive Milestone | Start only | Path Predecessor Summary Task |
| Split | Inactive Summary | Finish only | Path Predecessor Normal Task |
| Milestone | Manual Task | External Tasks | Critical |
| Summary | Duration-only | External Milestone | Critical Split |
| Project Summary | Manual Summary Rollup | Deadline | Progress |
| Inactive Task | Manual Summary | Path Predecessor Milestone Task | Manual Progress |

# Oxnard School District
## Richen Elementary School Modernization
*Construction Schedule*
*08/01/2024*

| ID | Task Mod | Task Name | Duration | Start | Finish | Predecessors |
|---|---|---|---|---|---|---|
| 43 | | Rough In | 5 days | Thu 1/2/25 | Wed 1/8/25 | 37 |
| 44 | | Electrical Finish | 3 days | Tue 1/21/25 | Thu 1/23/25 | 56 |
| 45 | | **HVAC** | **15 days** | **Thu 1/2/25** | **Wed 1/22/25** | |
| 46 | | Mechanical Demo | 2 days | Thu 1/2/25 | Fri 1/3/25 | 37 |
| 47 | | Rough In | 5 days | Thu 1/2/25 | Wed 1/8/25 | 37 |
| 48 | | Mechanical Finish | 2 days | Tue 1/21/25 | Wed 1/22/25 | 56 |
| 49 | | **Communications** | **14 days** | **Thu 1/2/25** | **Tue 1/21/25** | |
| 50 | | Communications Rough In | 3 days | Thu 1/2/25 | Mon 1/6/25 | 37 |
| 51 | | Communications Finishes and Equipment | 1 day | Tue 1/21/25 | Tue 1/21/25 | 56 |
| 52 | | **Fire Alarm** | **14 days** | **Thu 1/2/25** | **Tue 1/21/25** | |
| 53 | | Rough In | 3 days | Thu 1/2/25 | Mon 1/6/25 | 37 |
| 54 | | Fire Alarm Devices | 1 day | Tue 1/21/25 | Tue 1/21/25 | 56 |
| 55 | | **Finishes and Specialties** | **6 days** | **Thu 1/16/25** | **Thu 1/23/25** | |
| 56 | | Paint | 3 days | Thu 1/16/25 | Mon 1/20/25 | 38 |
| 57 | | Tackable Surfaces | 3 days | Tue 1/21/25 | Thu 1/23/25 | 56 |
| 58 | | White Boards | 3 days | Tue 1/21/25 | Thu 1/23/25 | 56 |
| 59 | | **Punch List** | **4 days** | **Fri 1/24/25** | **Wed 1/29/25** | |
| 60 | | Punchlist | 3 days | Fri 1/24/25 | Tue 1/28/25 | 52,49,42,39 |
| 61 | | Final Cleaning | 1 day | Wed 1/29/25 | Wed 1/29/25 | 60 |
| 62 | | **MILESTONE - Completion Phase 1** | 0 days | Wed 1/29/25 | Wed 1/29/25 | 61 |
| 63 | | **Phase 2** | 69 days | Thu 1/30/25 | Tue 5/6/25 | |
| 97 | | **Phase 3** | 69 days | Wed 5/7/25 | Mon 8/11/25 | |
| 131 | | **Phase 4** | 69 days | Tue 8/12/25 | Fri 11/14/25 | |
| 165 | | **Phase 5** | 78 days | Mon 11/17/25 | Wed 3/4/26 | |




Project: Richen Elementary School Modernizatio
Date: Thu 8/1/24

| | | | | | |
|---|---|---|---|---|---|
| Task | Inactive Milestone | Start only | Path Predecessor Summary Task |
| Split | Inactive Summary | Finish only | Path Predecessor Normal Task |
| Milestone | Manual Task | External Tasks | Critical |
| Summary | Duration-only | External Milestone | Critical Split |
| Project Summary | Manual Summary Rollup | Deadline | Progress |
| Inactive Task | Manual Summary | Path Predecessor Milestone Task | Manual Progress |

Page 2

# OSD BOARD AGENDA ITEM

**Name of Contributor:** Kristen Pifko **Date of Meeting:** January 14, 2026

**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)**

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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: 1/14/2026** **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<br>1051 South A Street<br>Oxnard, California 93030 | **FROM:** | Viola Inc.<br>5811 Olivas Park Dr. Ste 204<br>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<br>3300 Via Marina Ave<br>Oxnard, CA 93035 | **ASI NO.:** | 011 |
| **OWNER:** | Oxnard School District<br>1051 S. 'A' Street<br>Oxnard, CA 91006 | **DATE:** | 08/26/2025 |
| **CONTRACTOR:** | Viola Inc.<br>5811 Olivas Park Drive<br>Ventura, CA 93003 | **ARCHITECT:** | Arcadis / IBI Group<br>333 S. Hope St, Suite C-200<br>Los Angeles, CA 90013 |
| **CONSTRUCTION MANAGEMENT:** | Caldwell Flores Winters, Inc<br>521 N. 1st Avenue<br>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.**

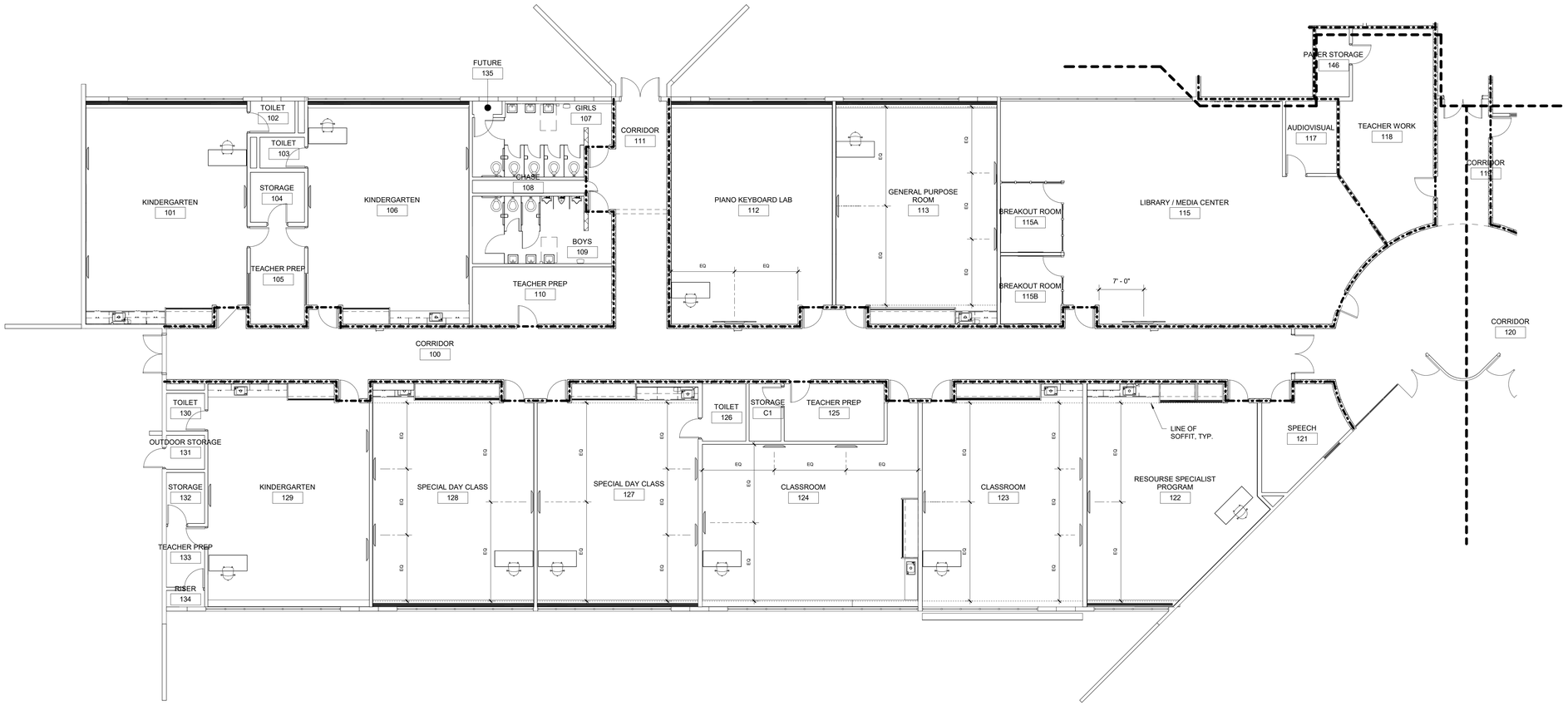
Reference Floor Plan A2302

- 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:<br>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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**IBI Group - A California Partnership**
is a member of the IBI Group of companies

ISSUES

| No. | DESCRIPTION | DATE |
|---|---|---|

CONSULTANTS

SEAL

PRIME CONSULTANT

**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** |

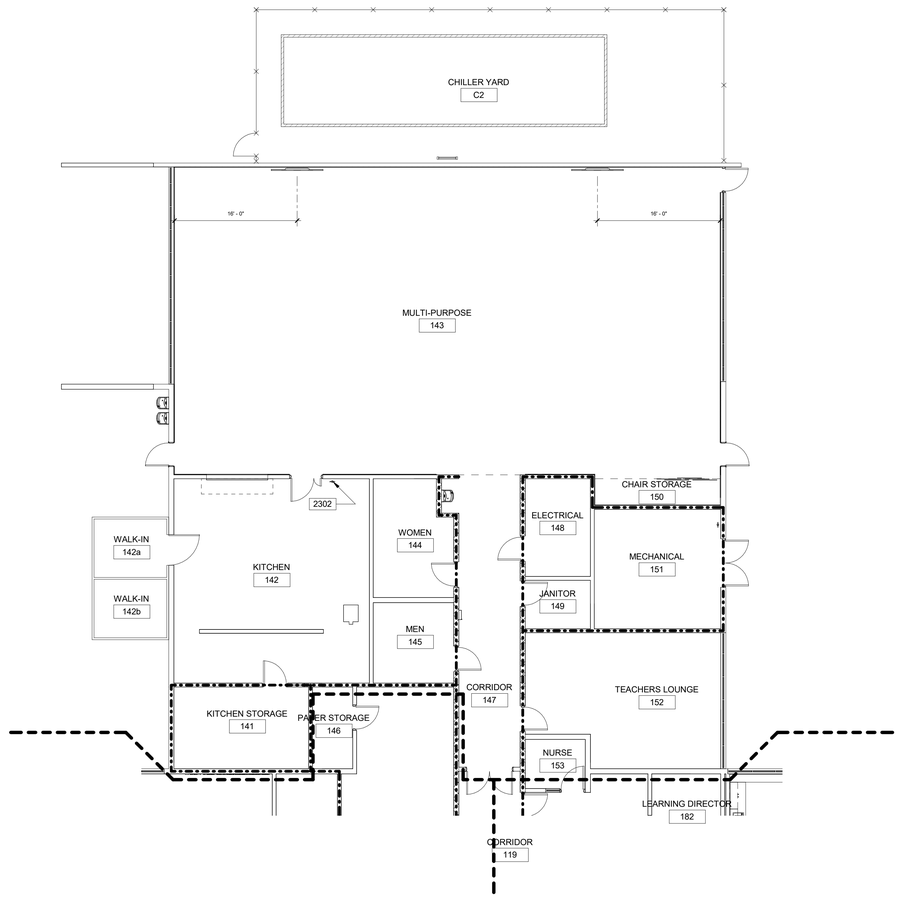
SHEET TITLE

FLOOR PLAN - LEFT WING TV MONITOR LOCATIONS

| SHEET NUMBER | ISSUE |
|---|---|
| ASI011-A1 | |

Autodesk Docs://AUS-00123392-OSD McAuliffe ES/123392_McAuliffeES_A_V2022.rvt

8/26/2025 8:30:35 AM




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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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 | |

8/26/2025 8:32:05 AM

Autodesk Docs://AUS-00123392-OSD McAuliffe ES/123392_McAuliffeES_A_V2022.rvt

DO NOT CHECK

0 1in

583

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**

Vault

**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

(1) HDMI
(1) 232
(1)

(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

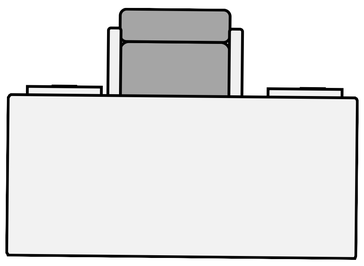
**Face Plate (Behind TV)**: **(Owner Furnished, Contractor Installed)**
Arlington Industries 2-Gang Recessed TV Box for Power and Low Voltage
1. Duplex Receptacle
2. Port Keystone Insert Jacks **Owner Furnished, Contractor Installed (Keystone Jacks Only)**
   -Data - CAT 6e to IDF
   -HDMI - HDMI OAC 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)

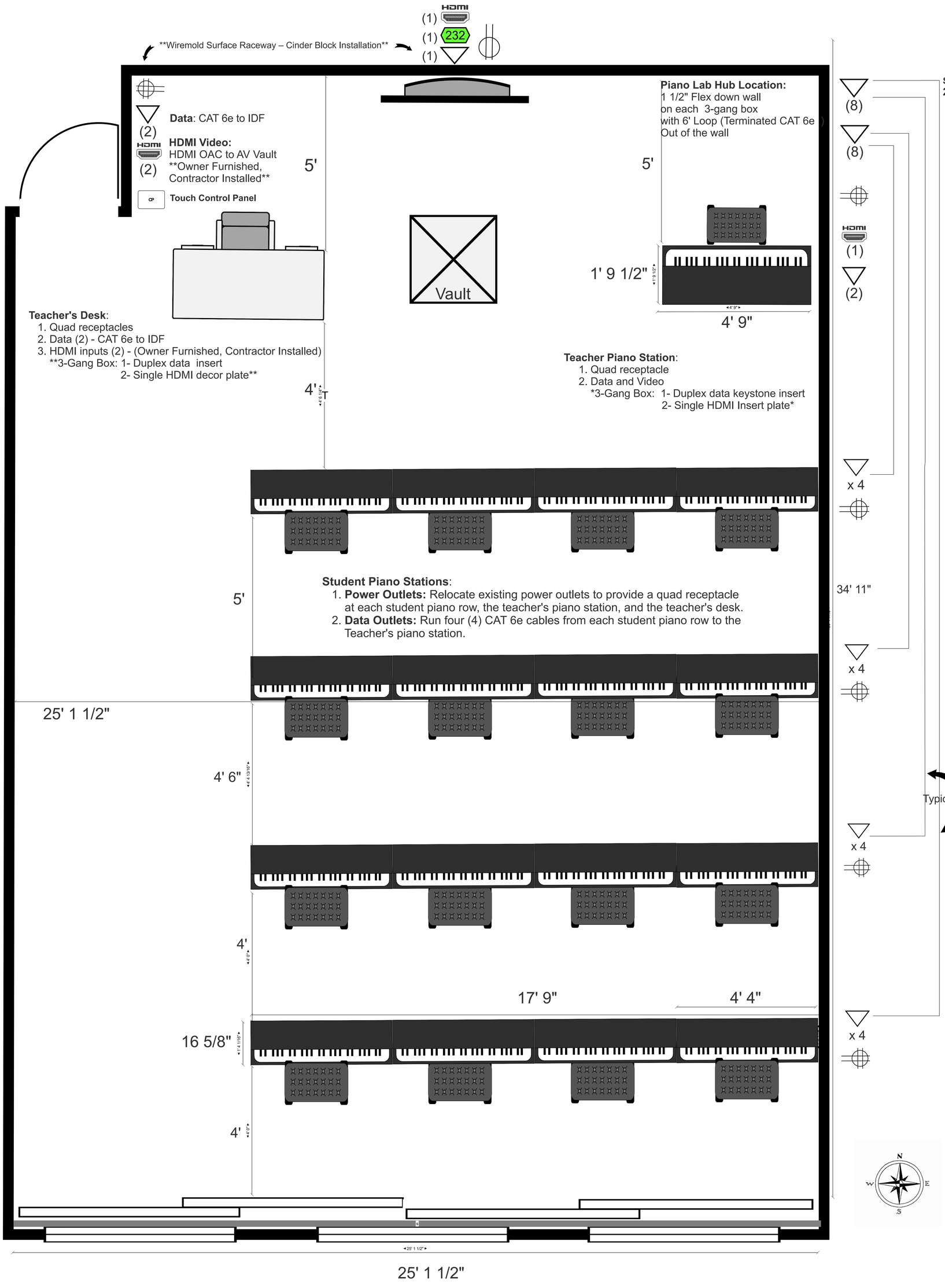
**Display: (Owner Furnished, Contractor Installed)**
**Samsung QMC65 65" Commercial Display**
**VESA Mount**: 400 x 400
**VESA Mount Screw (Min~Max):** M8, 20~22mm
**Dimensions (Inches):** 57.2 x 32.7 x 1.1
**Weight (Lbs):** 49.8

**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

# 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<br>1051 South A Street<br>Oxnard, California 93030 | **FROM:** | Viola Inc.<br>5811 Olivas Park Dr. Ste 204<br>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<br>1051 South A Street<br>Oxnard, California 93030 | **FROM:** | Viola Inc.<br>5811 Olivas Park Dr. Ste 204<br>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<br>1051 South A Street<br>Oxnard, California 93030 | **FROM:** | Viola Inc.<br>5811 Olivas Park Dr. Ste 204<br>Ventura, California 93003 |
| **PCO NUMBER/REVISION:** | 001 / 0 | **CONTRACT:** | 1 - Amendment 1 to Construction Services Agreement |
| **REQUEST RECEIVED FROM:** | | **CREATED BY:** | Nick Shipp (Viola Inc.) |
| **STATUS:** | Pending - In Review | **CREATED DATE:** | 4/29/2025 |
| **REFERENCE:** | | **PRIME CONTRACT CHANGE ORDER:** | None |
| **FIELD CHANGE:** | No | **CHANGE ORDER REQUEST:** | None |
| **LOCATION:** | | **ACCOUNTING METHOD:** | Amount Based |
| **SCHEDULE IMPACT:** | | **PAID IN FULL:** | No |
| **EXECUTED:** | No | **SIGNED CHANGE ORDER RECEIVED DATE:** | |
| | | **TOTAL AMOUNT:** | $239,140.33 |

**POTENTIAL CHANGE ORDER TITLE:** Demo and Install New Flooring in Classrooms

**CHANGE REASON:** Allowance

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*
CE #002 - Demo and Install New Flooring at Classrooms
The following PCO reflects the final quantified cost to remove existing flooring and install new HVT Flooring in all classrooms. Viola Inc. GMP included a $150,000 allowance and is applied in the form of a credit, offsetting the final cost.

**ATTACHMENTS:**
CO#01.pdf , A2000 SCOPE OF WORK PLAN Rev.0 markup (2).pdf , Viola Inc (McAuliffe ES - RFI 001 +27 Classrooms) 4-10-25.pdf

| # | Budget Code | Description | Amount |
|---|---|---|---|
| 1 | 900-965.000.Subcontract Resilient Flooring.Subcontract | Reliable Flooring CO#01 | $197,751.00 |
| 2 | 200-241.190.Subcontract Selective Demolition.Subcontract | Wright Sawing and Breaking CO#01 | $167,246.80 |
| 3 | 100-121.160.Owner Cost Contingency Allowances.Owner Cost | Credit GMP Allowance | $(150,000.00) |
| | | **Subtotal:** | **$214,997.80** |
| | | LLB Fee (8.00% ): | $17,199.82 |
| | | Bond & Insurance (2.99% ): | $6,942.71 |
| | | **Grand Total:** | **$239,140.33** |

| | | |
|---|---|---|
| **Ruben Ruiz (Arcadis)** | **Oxnard School District** | **Viola Inc.** |
| 4119 Broad Street Suite 210 | 1051 South A Street | 5811 Olivas Park Dr. Ste 204 |
| San Luis Obispo, California 93401 | Oxnard, California 93030 | Ventura, California 93003 |
| **SIGNATURE** **DATE** | **SIGNATURE** **DATE** | **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,<br>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,<br>a California school district |
| By: Michael T. Viola | By: |
| Michael T. Viola | Melissa Reyes |
| Title: President/Chief Executive Officer | Title: Director, Purchasing |
| Date: October 15, 2024 | Date: 10/17/24 |

VIOLA inc 1946
CONSTRUCTORS
CSL 193390
75 Years of Success




# RFQ/P Response for Lease Lease-Back Preconstruction and Construction Services for the McAuliffe Elementary School Modernization Project

5811 Olivas Park Drive, Suite 204 ● Ventura, CA 93003 ● 805-487-3871 ● violainc.com ● CSL 193390

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August 21, 2024

Gerald Schober
Vice President, Implementation Services
Oxnard School District
C/O Caldwell Flores Winters, Inc.
521 N. 1st Avenue, Arcadia, CA 91006

RE: RFQ/P for LLB Preconstruction and Construction Services for McAuliffe Elementary School

Dear Mr. Schober,

Thank you for the opportunity to provide you with the following proposal for your upcoming project. Viola Incorporated has provided commercial, industrial and institutional work product in Southern California for the past 78 years with a directed focus on educational infrastructure. Our strong sense of community involvement is reflected in utilization of local resources through subcontractors, vendors and the community workforce. Delivering high quality Public Schools on time and under budget has been our staple for over a half century. Project after project, Viola successfully exceeds the expectations of Owners, Architects and Inspectors.

The plans for this project have already received DSA approval therefore reducing the amount of required pre-constructions services. There will be no need for schematic and or design development estimates. There will be a need for a comprehensive constructability review, construction document estimate, and construction scheduling. Accuracy of the overall cost estimate and GMP will improve with the feedback from Subcontractor pricing based on the approved plans and specifications. Special considerations to the schedule phasing requirements shall be conveyed to all trades involved in the project. Viola Inc. will have special provisions and contingencies for work that is to be performed on an actively occupied campus. Special attention will be given to the reduction of sound, dust/debris, and safety of staff and students during the entire project duration. We believe that it is critical to the success of the project to have firsthand knowledge of the existing conditions on site. Therefore, Viola personnel will be involved in identifying any potential change conditions prior to construction so as to avoid as many conflicts as possible.

Thank you for your consideration and please let us know if there is anything else we can provide.

Sincerely,

Viola Incorporated

Michael T. Viola
President/Chief Executive Officer


5811 Olivas Park Drive, Suite 204 ● Ventura, CA 93003 ● 805-487-3871 ● violainc.com ● CSL 193390

# Qualifications

**Company Profile**

Viola, Inc. (Viola) is a Southern California general contractor headquartered in Ventura County for over 78 years, 100% family owned and managed for three generations. The firm recently completed construction of its current headquarters at 5811 Olivas Park Drive, Ventura, CA 93003 where it employs 30 people. Because of our strong sense of community we endeavor to utilize local subcontractors, vendors and the workforce. K-12 Public Schools have been our staple for over a half century. Public libraries, Community Centers, City Halls, Hospitals, and Transportation Centers contribute to a portfolio of a civic enterprise that become the fabric of a Community.

Along with a vested interest in the quality of educational facilities in our community, our ability to understand the needs and priorities of our clients enable us to deliver high quality projects on time and under budget. Project after project, Viola consistently exceeds the expectations of all parties.

**A. Experience**

| | | |
|---|---|---|
| **Driffill Elementary School**<br>**PK/K/TK Modular Buildings** | Oxnard School District<br>1051 South A Street, Oxnard | $3.4 million<br>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**<br>**PK/K/TK Modular Buildings** | Earlimart School District<br>850 W Washington Ave., Earlimart | $3.1 million<br>in progress |

Owner Contact: Jessikah Saechao (661) 849-3386
Architect: 19six Architects
Preconstruction Budget: $55,491.88
Construction of 5 modular buildings which include student and staff restrooms and hi-lo drinking fountains. New PK and Kindergarten playground. New play structure with rubberized surfacing and shade structure. Site work includes re-grading of site with new asphalt paving, new concrete walkway, and new fences and gates.

**Rio Mesa High School** Oxnard Union High School District $20.5 million
**New HVAC Modernization** 1800 Solar Drive, Oxnard, CA
Owner Contact: Brittany Villasenor (805) 385-2518
Architect: Flewelling and Moody
Demolition of existing interior and exterior finishes for implementation of new HVAC systems and the replacement of all finishes as noted. Scope includes overhead piping, ductwork, electrical, controls, fire alarm systems, modifications and commissioning, etc. Scope completed, including closeout, in phases per exhibits including schedules.

**Channel Islands High School** Oxnard Union High School District $10.8 million
**HVAC Modernization Phases 1&2** 1800 Solar Drive, Oxnard CA, 93030
Owner Contact: Brittany Villasenor (805) 385-2518
Architect: Flewelling and Moody
New HVAC installation for three classroom buildings and renovation of finishes of 48 classrooms. Includiung HVAC equipment yards, aluminum storefront systems, and campus wide electrical infrastructure installation.

**Camarillo Special Education School** Ventura County Office of Education $15.7 million
**(Triton Academy)** 5250 Adolfo Camarillo Road, Camarillo, CA
Owner Contact: David Fateh (805) 383-1943
Architect: DC Architects
New school campus, including a 30,275 SF new ground up two story classroom and administration building consisting of structural wood framing, structural steel canopies, and 21st century enhancements; site construction including two playgrounds, two shade structures, basketball court, turf, bus drop off lane w/ zero curb face; offsite construction including new deceleration lane, sidewalk, and street repaving.

**Lamont Elementary School New** Lamont School District $2.9 million
**Construction & Modernization Project** 7915 Burgundy Avenue
Owner Contact: Eric Brock (661) 201-6504
Architect: Perkins Eastman
Preconstruction Budget: $65,208
GMP: $2,457,342
Contingency: $0
Allowance: $81,420
Allowance returned to District: $33,077.99
Modernization of original campus including a kindergarten classroom building consisting of eight classrooms. Removal of eight portables from the Northern part of campus and six from the Southern. Construction of a dedicated kindergarten play area. And construction of two general purpose classrooms.

**Alicante Elementary School New Construction & Modernization Project** — Lamont School District, 7915 Burgundy Avenue — $2.8 million

Owner Contact: Eric Brock (661) 201-6504
Architect: IBI Group
Preconstruction Budget: $63,486
GMP: $2,387,363
Contingency: $0
Allowance: $309,385.69
Modernization of original campus including a kindergarten classroom building consisting of 7 classrooms. Construction of a dedicated kindergarten play area, fences and gates, utility improvements, and landscaping.

**Myrtle Avenue Elementary School New Construction & Modernization Project** — Lamont School District, 7915 Burgundy Avenue — $3.1 million

Owner Contact: Eric Brock (661) 201-6504
Architect: Perkins Eastman
Preconstruction Budget: $74,696
GMP: $2,655,629
Contingency: $64,525
Allowance: $175,568
Removal of 3 portables, 1 maintenance shed, and playfield equipment. New construction 2 modular kindergarten classroom buildings consisting of 5 classrooms. New construction of 2 modular general classroom buildings including 6 classrooms. Site improvements include new parent drop off for kindergarten, kindergarten playground, shade structure, fencing, gates, and landscaping.

**Norman R Brekke Elementary School Kindergarten Flex Classroom Building** — Oxnard School District, 1051 South A Street — $782,815

Owner Contact: Lisa Franz (805) 385-1501 x2410
Preconstruction Budget: $5,288
GMP: $737,009
Contingency: $20,000
Allowance: $82,715
New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant sudent toilet rooms. Scope included site demolition and rerouting and reconnection of irrigation lines. Over excavation and recompaction as per soils report. Installation of all the utilities. Site grading and drainage around building. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including conncetion to existing campus system.


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**Christa McAuliffe Elementary School** Oxnard School District $1.2 million
**Kindergarten Flex Classroom Building** 1051 South A Street
Owner Contact: Lisa Franz (805) 385-1501 x2410
Preconstruction Budget: $5,288
GMP: $799,169
Contingency: $20,000
Allowance: $56,740
Allowance returned to District: $7,445
New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant sudent toilet rooms. Site demolition, rerouting, of irrigation lines, Over excavation and recompaction, and installation of all the utilities. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including conncetion to existing campus system.

**Emilie Ritchen Elementary School** Oxnard School District $1.3 million
**Kindergarten Flex Classroom Building** 1051 South A Street
Owner Contact: Lisa Franz (805) 385-1501 x2410
Preconstruction Budget: $5,288
GMP: $745,144
Contingency: $20,000
Allowance: $56,740
New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant sudent toilet rooms. Site demolition, rerouting, of irrigation lines, Over excavation and recompaction, and installation of all the utilities. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including conncetion to existing campus system.

**Ramona Elementary School** Oxnard School District $822,488
**Kindergarten Flex Classroom Building** 1051 South A Street
Owner Contact: Lisa Franz (805) 385-1501 x2410
Architect: Flewelling & Moody
Preconstruction Budget: $5,288
GMP: $834,200
Contingency: $20,000
Allowance: $101,569
Allowance returned to District: $11,711
New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant sudent toilet rooms. Site demolition, rerouting, of irrigation lines, Over excavation and recompaction, and installation of all the utilities. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including conncetion to existing campus system.

**B. Project Team**

*Michael Viola, CEO*
University of Southern California – BA in Business Psychology
Stanford University – MS in Construction Engineering

A second-generation General Contractor earned an MS in Construction Engineering-Management from Stanford University, a BA in Business Psychology from USC, and is a certificated Journeyman Carpenter. A 20-year veteran CEO began his career spanning six decades as a union carpenter after securing a college education, as the only real way to know what is required to be a builder. Many years were spent on site building commercial, industrial and institutional facilities, including hospitals, libraries, and university buildings. As CEO, over $310 Million in K-12, community college and university work product has been successfully delivered to public and private clientele throughout Southern California.

*Patrick Waid, Field Operations Manager*
Member of Carpenter Union Local 805 | Director of LLB Operations | OSHA 30-Hour Certification

Viola's Field Operations Manager for many of the past 20 years of his tenure with Viola. He is experienced in all phases of construction from the preconstruction activities to scope review, subcontract negotiation/execution, strategic site planning, monitoring of project costs and scheduling. With his experience as a lead carpenter and jobsite Superintendent, he has developed practical negotiating skills and problem-solving abilities, using them to settle disagreements quickly and complete projects on-time and on-budget.

Relevant Project Experience:

Myrtle Elementary School New Construction & Modernization **LLB** (2020-2022) $3.1M
Alicante Elementary School New Construction & Modernization **LLB** (2020-2022) $2.8M
Lamont Elementary School New Construction & Modernization **LLB** (2020-2022) $2.9M
Ramona Elementary School Kinderflex **LLB** (2017-2019) $822k
Ritchen Elementary School Kinderflex **LLB** (2017-2019) $1.3M
McAuliffe Elementary School Kinderflex **LLB** (2017-2019) $1.2M
Brekke Elementary School Kinderflex **LLB** (2017-2018) $755k
Ventura College Bldg G Theater Renovation (2011-2012) $9.9M
Moorpark College Health Science (2009 – 2010) $16M
Moorpark College Academic Center (2009-2010) $18.3M
UCSB Recreation Center (2004-2005) $12.2M

*Rick Canchola, Quality Control Manager*
Member of Carpenter Union Local 805 | OSHA 30-Hour Certification

Rick is a seasoned Quality Control Manager who spent the majority of his 41+ year career as a Superintendent overseeing heavy and general public works construction. In addition to his vast field knowledge, his excellent communication skills allow him to address and resolve potential issues well in advance of project impact, all while maintaining a great relationship with any users of occupied spaces around the construction site.

Relevant Project Experience:

Rio Mesa High School Modernization (2021-2023) $20.5M
Camarillo Special Education School (2018-2020) $15.6M
UCSB Seawater Lab (2017-2018) $1.7M
Santa Barbara Children's Library (2015) $1.3M
Oak Park High School Modernize Science Classrooms (2011) $1M
Moorpark College Health Science (2009-2010) $16M
San Marcos High School Aquatic Facility (2008) for Sharma General Engineering
Oaks Christian High School for Merco Construction Engineers
Westlake High School Aquatic Facility for Merco Construction Engineers
Rio Mesa High School Aquatic Facility for Merco Construction Engineers
USC Medical Center for Merco Construction Engineers
UCLA Acosta Center for Merco Construction Engineers

*Nick Shipp, Sr. Project Manager*
OSHA 10-Hour Certification in Construction Safety and Health

Nick has 20+ years in the industry, from trades to project management, and brings a 'can do' attitude to any jobsite he is a part of. While tackling all issues on a project, he also builds excellent relationships with the clients that has built trust and lead to many repeat clients. His recent work with the Oxnard Union High School District has proven to their stakeholders that there isn't a challenge that can't be overcome.

Relevant Project Experience:

Rio Mesa High School Modernization (2021-2023) $20.5M
Channel Islands High School Modernization Phases 1&2 (2021-2022) $11M
Boys and Girls Club at Redwood Middle School (2018-2019) $2.5M
UCSB Bio II Stem Cell Research Laboratory (2011) $2.9M
Moorpark College Health Science (2009-2010) $16M
Ventura Veterans Home (2007-2010) $22.9M
Rio Rosales Elementary School (2007) $10.6M

*Robert Lomino, Sr. Project Engineer*
Moorpark College
OSHA 10-Hour Certification in Construction Safety and Health | ACI Field Technician Grade I | APNGA Nuclear Gauge Safety and US DOT Hazmat | APNGA Radiation Safety Officer

Robert is an ambitious project engineer with a background as a deputy inspector. With three years of experience in the industry, he brings a quality control mentality when walking the jobsite and handing document control. His recent experience of working on an active campus modernization has allowed him to coordinate construction activities around the school schedule to ensure a smooth project.

Relevant Project Experience:
- Rio Mesa High School Modernization (2021-2023) $20.5M
- Fillmore High School CTE Buildings for Construction Testing and Engineering South

*Robert Viola, Safety Officer*
California Polytechnic State University San Luis Obispo – BS in Construction Management
OSHA 30-Hour Certification in Construction Safety and Health

Robert is a third-generation member and has been working for Viola since he graduated from Cal Poly San Luis Obispo ten years ago with a bachelor's degree in Construction Management. He received the 30-hour OSHA certification and is Viola Inc's Custodian of Records for California DOJ information. He leads with an excellent sense of customer service, with a strong track record of completing projects on time while maintaining the level of quality our clients have come to expect. As a Project Manager, he completed a $15.6 Million school for the Ventura County Office of Education in 2020. As the Safety Officer, he currently oversees the safety programs of projects in Hope School District, Oxnard School District, and Earlimart School District.

Relevant Project Experience:
- Rio Mesa High School Modernization (2021-2023) $20.5M
- Channel Islands High School Modernization Phases 1&2 (2021-2022) $11M
- Camarillo Special Education School (2018-2020) $15.6M
- UCSB Seawater Lab (2017-2018) $1.7M
- San Miguel Pre-School (2017) $820k
- Santa Barbara Children's Library (2015) $1.3M

*Michael Pfeiffer, Project Superintendent*
Member of Carpenters Local 743 | OSHA 510/SSTA 16 certification and CPR, AED, and First Aid
UBC Journeyman Building Leadership Program 40 hr.

Mike has over 30 years of building experience from concrete to framing as a carpenter to site supervision. Maintaining and Scheduling of contractors on site as well as completion of Carpentry needs onsite; while always aware of client relationship and quality control.

Relevant Project Experience:

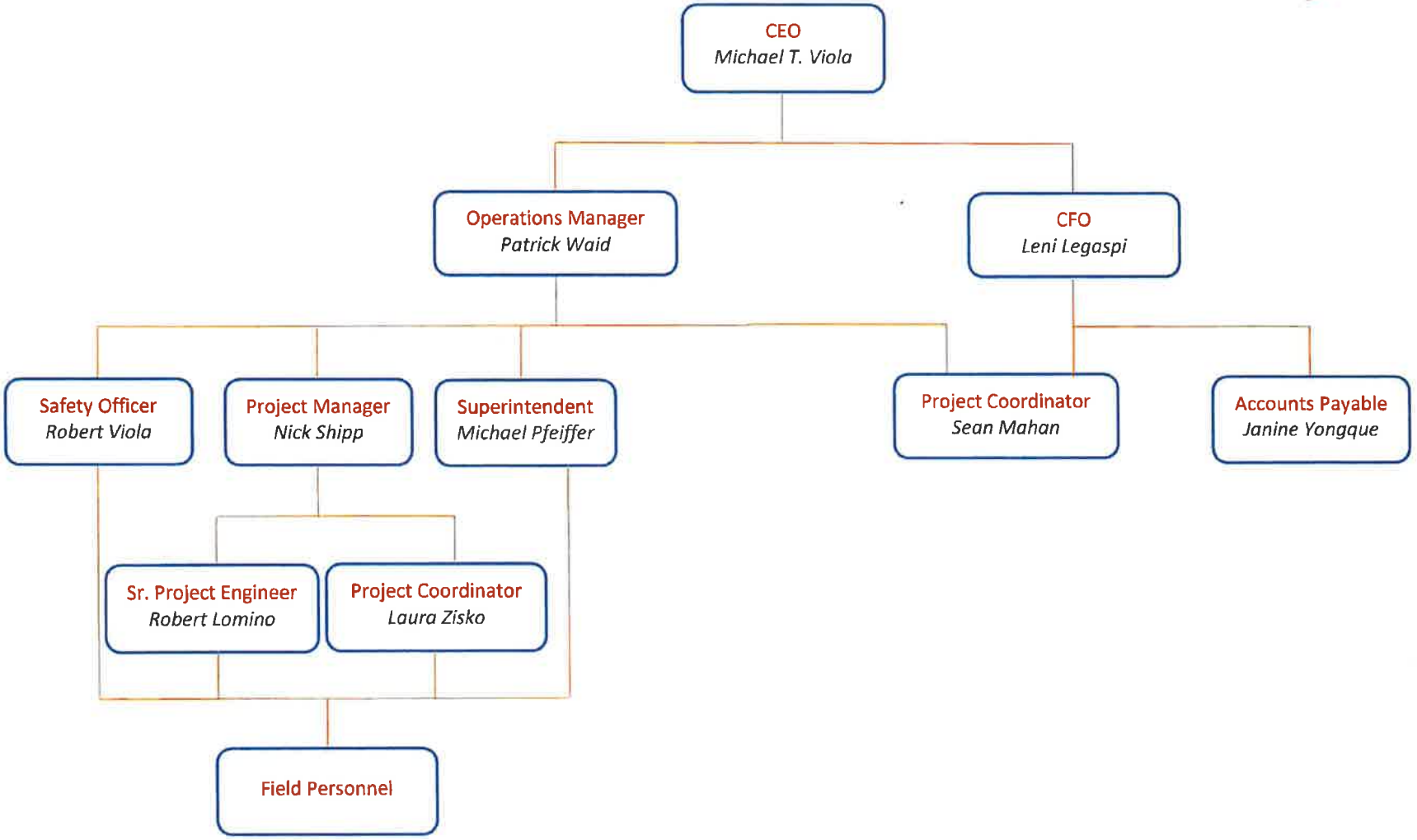
Myrtle Elementary School New Construction & Modernization **LLB** (2020-2022) $3.1M
Taft College Muti-Purpose Building (2019-2020) $26M for another contractor
Aurora Learning Center (2018-2020) $285M for another contractor
North High School Modernization (2016-2018) $36M for another contractor
Mercy Hospital Modernization (2015-2016) $3M for another contractor
Greenlee Elementary New Construction (2014-2015) $2M for another contractor

*Sean Mahan, Project Coordinator*
California State University Channel Islands – BS in History

Sean has six years of experience in the construction field, predominantly in school modernization through the lease-leaseback delivery method. He worked with kids for over ten years at the Conejo Recreation and Park District as well as the Chumash Indian Museum. Graduated from CSU Channel Islands with a bachelor's degree in History. He works as the last line of defense to ensure the quality and comprehensiveness of all tasks with which he is involved.

Relevant Project Experience:

Myrtle Elementary School New Construction & Modernization **LLB** (2021-2022) $3.1M
Alicante Elementary School New Construction & Modernization **LLB** (2021-2022) $2.8M
Lamont Elementary School New Construction & Modernization **LLB** (2021-2022) $2.9M
McKinna Elementary School Modernization **LLB** (2018-2019) for Caldwell Flores Winters
Marshall Elementary School Modernization **LLB** (2017-2019) for CFW
Elm Elementary School Modernization **LLB** (2017-2019) for CFW
Lemonwood Elementary School Modernization **LLB** (2017-2019) for CFW
Ramona Elementary School Kinderflex **LLB** (2017-2019) for CFW
Ritchen Elementary School Kinderflex **LLB** (2017-2019) for CFW
McAuliffe Elementary School Kinderflex **LLB** (2017-2019) for CFW
Robla Elementary School Modernization **LLB** (2017-2019) for CFW
Brekke Elementary School Kinderflex **LLB** (2017-2018) for CFW






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**C. Project Management Details**

Construction operations will be managed by our Project Superintendent. He will oversee project schedules, daily construction activities and public safety. His vast expertise enables him to resolve any and all construction issues within a timely manner, allowing the project to stay on schedule. Construction logistics such as change orders, budgets, subcontracts and other project documents will be handled by our Project Manager through the utilization of Procore. Viola has been utilizing Procore for over six years on its private, public and lease-leaseback projects. Bluebeam Revu is an end-to-end digital workflow and collaboration solution designed for the architecture, engineering and construction team. This software is implemented when there is a need to mark up or annotate plans and specifications that can in turn be shared with the entire team. The Project Manager's knowledge of modern technology allows him to regulate the paperwork digitally and environmentally friendly.

Together, they efficiently create a schedule that works best for the project. The Project Manager knows what the "ready work" will be while the Superintendent knows when the work will begin. This is implemented through scheduling software, Outbuild, which integrates CPM, Lookahead, QA/QC, and Safety Inspections into a collaborative dashboard. Not only do they establish an efficient schedule, but a safe one. Risk management is achieved through a team effort. For major tasks: First, they would identify and assess the risk, giving priority to the high risk situations. The next step is to communicate and reduce these risks in an efficient way. Lastly, if action is needed to mitigate the risk, they delegate and execute accordingly. For daily activities, such as hot work and excavation, daily permits are issued to the respective subcontractors in accordance with our jobsite safety plan.

**D. Safety Record / EMR**

The safety of the public and our team is our number one priority. Our superintendent/project manager holds a weekly safety meeting throughout the duration of a project to ensure all of our subcontractors and team members are operating in a safe manner. Viola utilizes industry leading software, Hammertech, for thorough implementation of our Accident Illness and Prevention Plan and all OSHA standards and requirements, thus maintaining safe and productive conditions for all involved in the project.

EMR for 2024: .78
EMR for 2023: .78
EMR for 2022: .76

**E. Bonding Capacity**

See attached

# McAuliffe Elementary School Modernization Project

**F. Conceptual Plans**

**F1. Potential Construction Issues, Challenges and Proposed Solutions**

Having recent experience in Conventional School construction, rennovation of existing campuses, several portable to permanent classroom structures on existing occupied campuses, Viola can identify key items that need to be addressed in the design phase. These items have the potential to cause significant delays in construction and completion phases. Key items are as follow:

1. Review of all site as-builts and record drawings showing existing structures, site boundaries, any and all existing underground utilities that may conflict with location of proposed structures.
2. Evaluation of updated AHERA report and any Haz-Mat abatement recommendations.
3. Soil hygiene test reports indicating, if any, potential health hazards with existing soils.
4. A complete site survey documenting key elevations of existing structures and surrounding site work so that they can be coordinated with new structures and site plan.
5. General Contractor, District, Project Architect must accept a collaborative approach to the sharing of current design intentions, site conditions, and scheduling considerations.
6. The site is located at 3300 Via Marina Avenue, Oxnard, CA with access to back of school via Offshore Street. The location of the project will require access for: Trucks for tools/equipment, manpower parking, delivery trucks for materials. Great care and coordination will be required for these activities because they involve the vehicular and pedestrian access for students, parents and teachers.
7. When working on occupied campuses, student swing space and safety becomes a major concern. Viola has extensive experience in working with District personnel to coordinate daily activities so as not to disrupt classes, student access/egress, and pick up and drop off activities.

**F2, F3, F4** See attached

**F5. Components of the Guaranteed Maximum Price**

The components of the GMP are detailed within the Conceptual Estimate. They are without question subject to the considerations identified above in Construction Issues, Challenges and Solutions as well as with the implementation of Value Engineered recommendations and resolution of the constructibility issues identified throughout the Pre-Construction Phase.

Overhead, General Conditions, Markups, Insurance, Bonds and Fees are as included in the Conceptual Estimate Summary, but are repeated here for clarity:

| | |
|---|---|
| Subcontractor Bond = | 1.5% |
| Fee = | 6.00% of the GMP |
| General Conditions = | Based on 15 month project duration |
| Change Order Mark Up = | 8.00% of the Aggregate Change Order Value |
| General Liability Insurance = | 0.85% of the Completed Cost of Construction |
| Builder's Risk Insurance = | 1.20% of the Completed Cost of Construction/yr |
| Payment and Performance Bonds = | 0.94% of the Completed Cost of Construction |

Reimbursable Fees are 10% above cost incurred

**G. Value Engineering Opportunities**

The District and Design Team have DSA approved plans, Viola can and will indentify areas that can lend themselves to savings such as any and all finish systems, equipment, furnishings, plumbing fixtures,and alternate light fixture packages.

**H. Subcontractor / Trade Details**

Viola Inc. will furnish all jobsite supervision and administration as well as miscellaneous carpentry, general labor, and home office administration. All earthwork/grading, concrete, paving, MEP, AV systems, playground equipment, landscaping, and finishes will be subcontracted.

## I. Proposed Project Schedule

The key to maximizing productivity and thus creating greater efficiency is to identify and resolve as many potential conflicts that are inherent to this type of project as early as possible. Understanding what the existing site conditons will present is critical. Complete as-built drawings (if available) should be reviewed to determine if there are any potential conflicts with the new structures. Soil testing for any potential contamination can kill a schedule and should also be performed as soon as practical. By understanding the schools need for swing space, phasing will be necessary for Viola to establish a productive flow allowing multiple trades to work on site simultaneously. Also critical to the schedule is the coordination and communication with District IT personnel to inure all systems are roughed in and located in accordance with the desired design. Site access will also be a key element that needs to be coordinated with McAuliffe Elementary School.

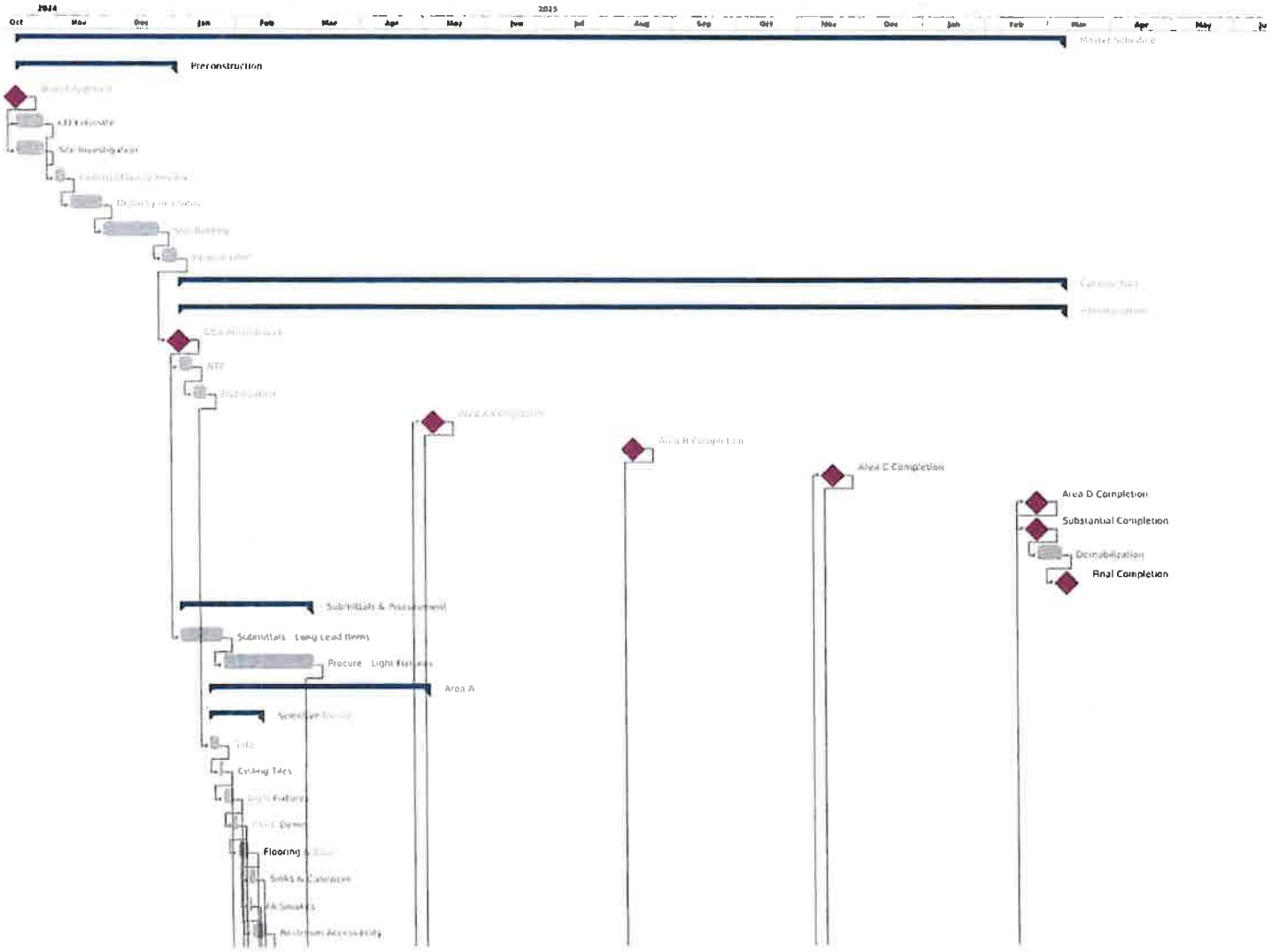
***"Together as a Team we build Successful Projects,***
***One by One, Year after Year"***


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VIOLA INC
CONSTRUCTORS

# McAuliffe ES Modernization
## RFP Schedule

| ID | Activity | Start | Duration | End |
|---|---|---|---|---|
| 0 | – Master Schedule | 10/16/24 | 359 days | 03/06/26 |
| 1 | – Preconstruction | 10/16/24 | 53 days | 01/02/25 |
| 2 | Board Approval | 10/16/24 | 0 days | 10/16/24 |
| 3 | CD Estimate | 10/16/24 | 10 days | 10/29/24 |
| 4 | Site Investigation | 10/16/24 | 10 days | 10/29/24 |
| 5 | Constructability Review | 11/04/24 | 5 days | 11/08/24 |
| 6 | Drawing Revisions | 11/11/24 | 10 days | 11/26/24 |
| 7 | Sub Bidding | 11/27/24 | 20 days | 12/24/24 |
| 8 | Finalize GMP | 12/26/24 | 5 days | 01/02/25 |
| 9 | – Construction | 01/02/25 | 306 days | 03/06/26 |
| 10 | – Administration | 01/02/25 | 306 days | 03/06/26 |
| 11 | CSA Amendment | 01/02/25 | 0 days | 01/02/25 |
| 12 | NTP | 01/03/25 | 5 days | 01/09/25 |
| 13 | Mobilization | 01/10/25 | 5 days | 01/16/25 |
| 14 | Area A Completion | 05/02/25 | 0 days | 05/02/25 |
| 15 | Area B Completion | 08/08/25 | 0 days | 08/08/25 |
| 16 | Area C Completion | 11/14/25 | 0 days | 11/14/25 |
| 17 | Area D Completion | 02/20/26 | 0 days | 02/20/26 |
| 18 | Substantial Completion | 02/20/26 | 0 days | 02/20/26 |
| 19 | Demobilization | 02/23/26 | 10 days | 03/06/26 |
| 20 | Final Completion | 03/06/26 | 0 days | 03/06/26 |
| 21 | – Submittals & Procurement | 01/03/25 | 45 days | 03/06/25 |
| 22 | Submittals - Long Lead Items | 01/03/25 | 15 days | 01/23/25 |
| 23 | Procure - Light Fixtures | 01/24/25 | 30 days | 03/06/25 |
| 24 | – Area A | 01/17/25 | 76 days | 05/02/25 |
| 25 | – Selective Demo | 01/17/25 | 18 days | 02/11/25 |
| 26 | Safe-Off | 01/17/25 | 3 days | 01/21/25 |
| 27 | Ceiling Tiles | 01/22/25 | 2 days | 01/23/25 |
| 28 | Light Fixtures | 01/24/25 | 3 days | 01/28/25 |
| 29 | HVAC Demo | 01/29/25 | 2 days | 01/30/25 |
| 30 | Flooring & Base | 01/31/25 | 3 days | 02/04/25 |
| 31 | Sinks & Casework | 02/05/25 | 3 days | 02/07/25 |
| 32 | FA Smokes | 02/05/25 | 1 day | 02/05/25 |
| 33 | Restroom Accessibility | 02/06/25 | 4 days | 02/11/25 |




**General**
Parent Activity
Child Activity
Baseline
(+# days) Delay
Milestone
Links

**Status**
Completed
Overdue
Ahead
Uninitiated

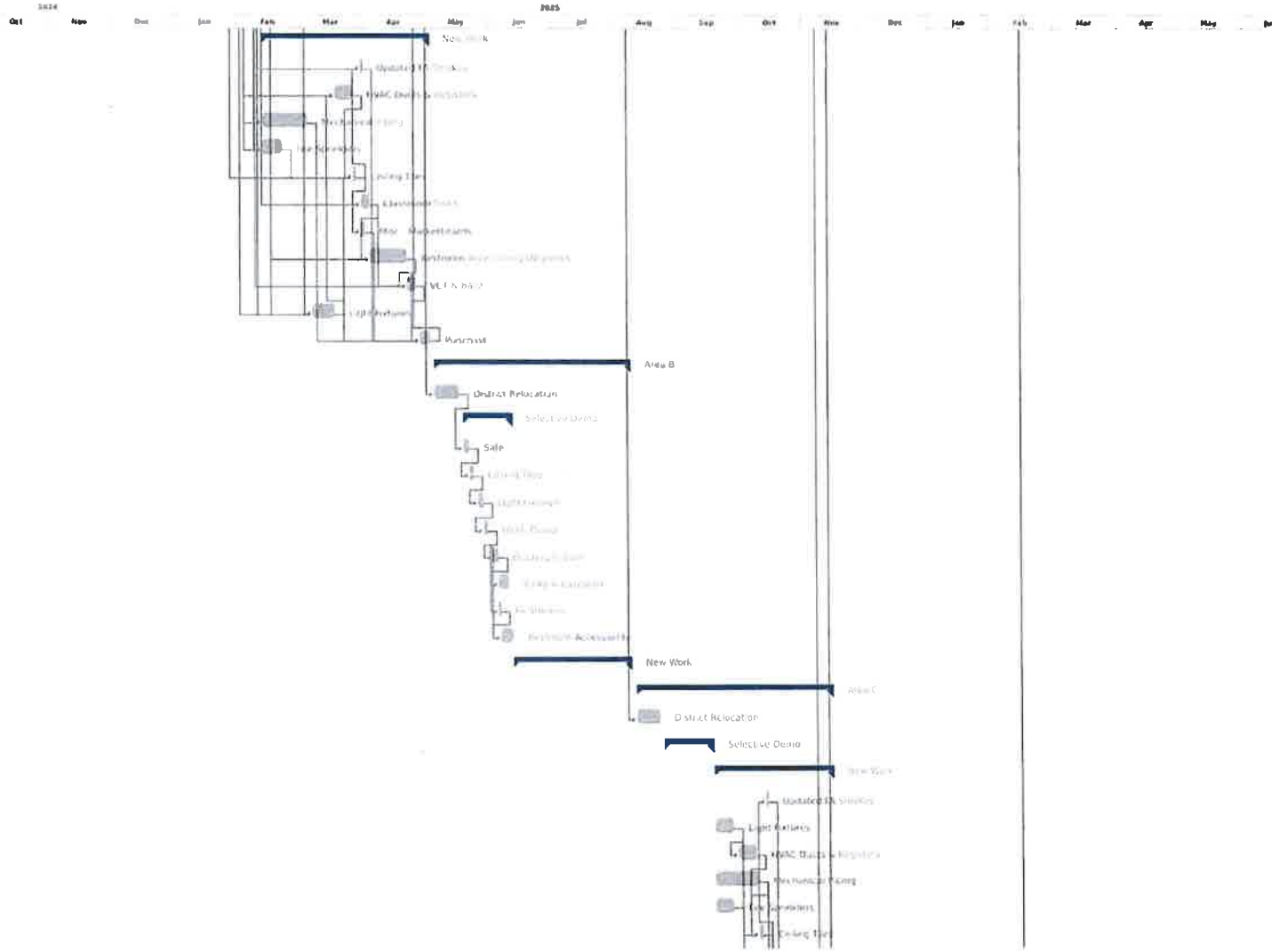
Outbuild

**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

Printed on: 08/21/24

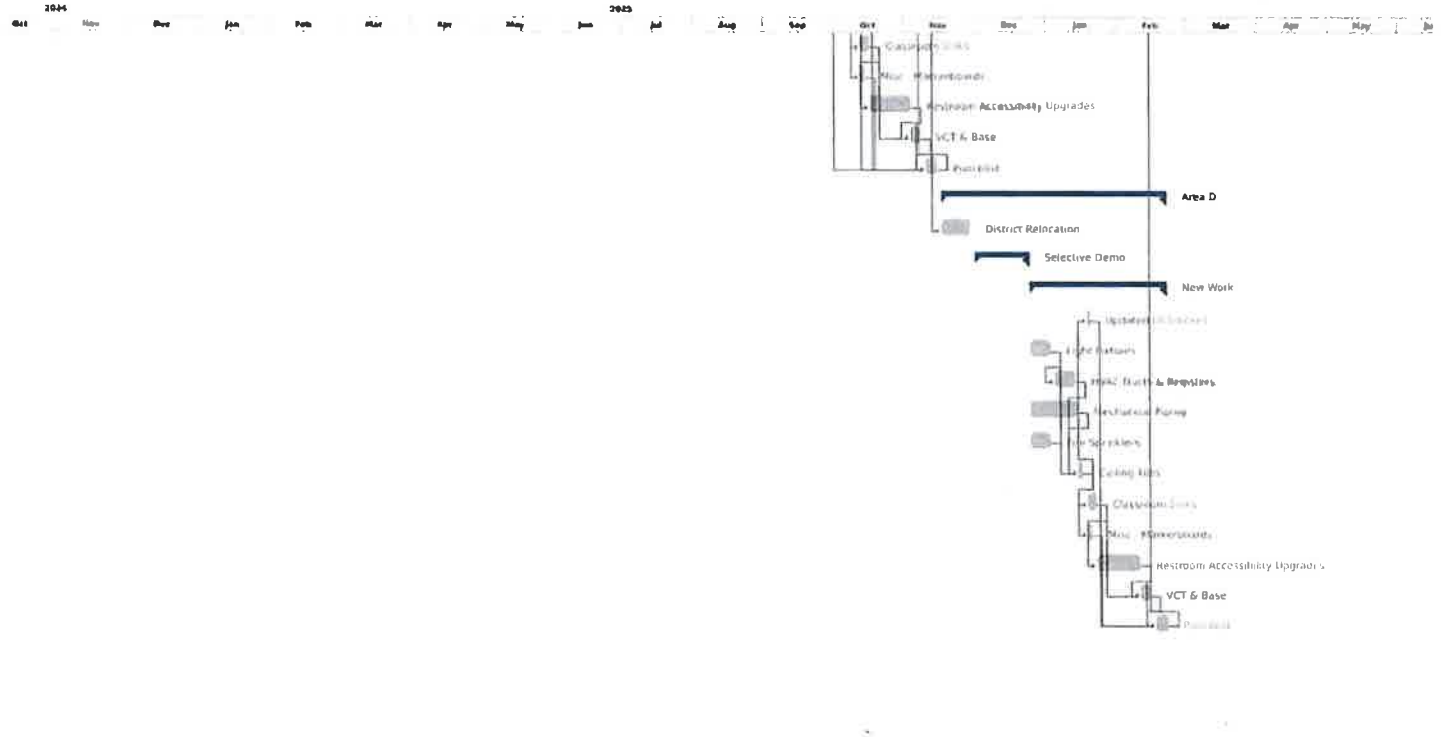


Outbuild

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 |



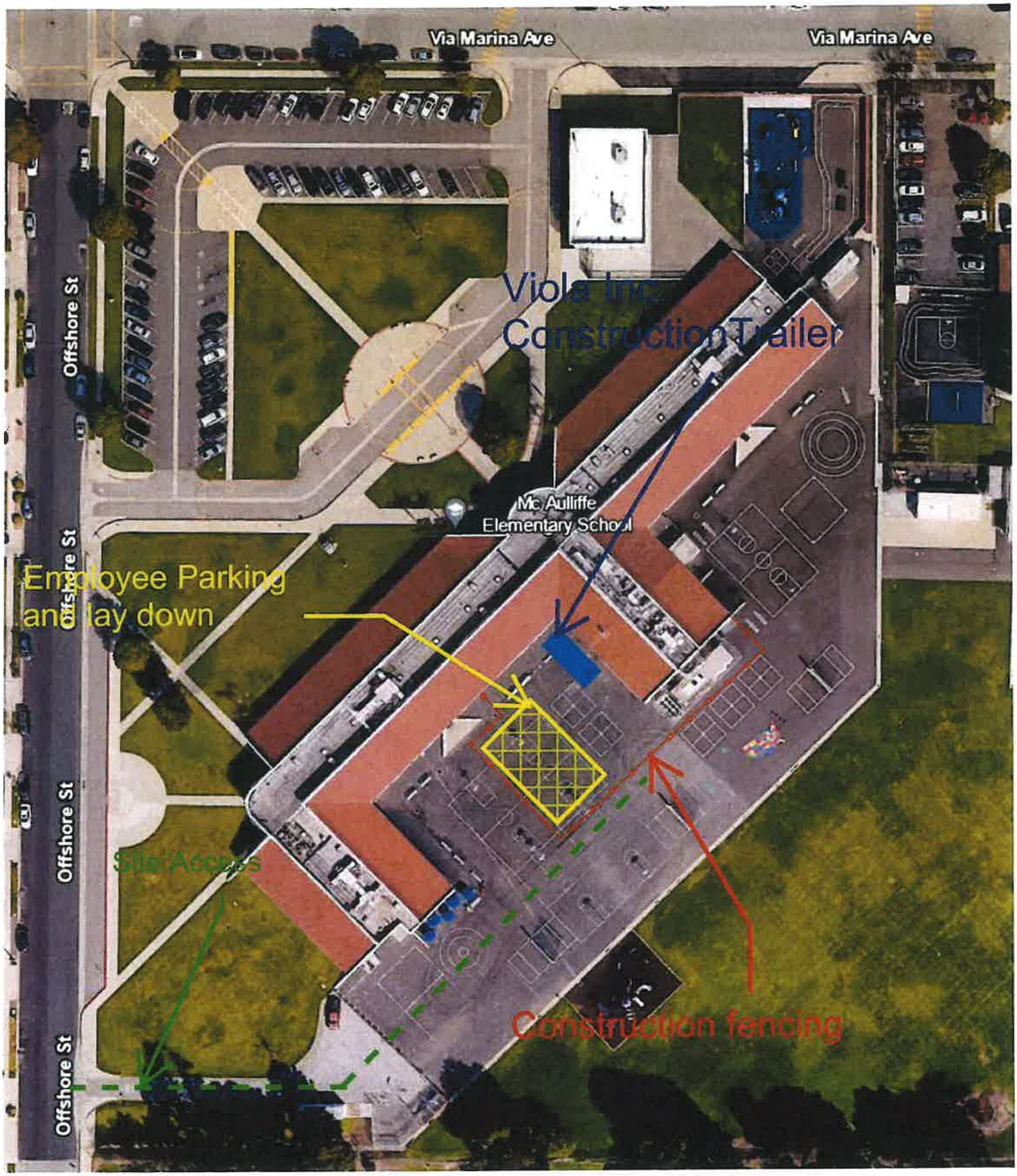

Outbuild

**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

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# 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 | Strorefront, 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 | | | |

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## 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<br>[ ] CLAIMS-MADE [X] OCCUR<br>[X] OWNERS & CONTRACTORS<br>[ ] PROTECTIVE<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | G22012782 019 | 04/01/2024 | 04/01/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 50,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | Y | Y | 5087-1353-00 | 04/01/2024 | 04/01/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | [ ] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | G74268390 002 | 04/01/2024 | 04/01/2025 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 5,000,000<br>$ 5,000,000<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| A | SEXUAL MOLESTATION & ABUSE/ PROFESSIONAL LIABILITY | | | G22012782 019 | 04/01/2024 | 04/01/2025 | EACH OCCURRENCE<br>AGGREGATE | 1,000,000<br>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.


© Insurance Services Office, Inc., 2011

**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<br>GLW | Policy Number<br>G22012782 019 | Policy Period<br>04/01/2024 TO 04/01/2025 | Effective Date of Endorsement<br>04/01/2024 |
| Insured By (Name of Insurance Company)<br>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:** January 14, 2026

**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: 1/14/2026** **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:** _____

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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<br>1051 South "A" Street<br>Oxnard, California 93030 | **FROM:** | Edwards Construction Group, Inc.<br>991 Bennett Ave<br>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** |

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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 #36: Curb Installation Around Polyvents Adjacent to Asphalt

| | | | |
|---|---|---|---|
| **Revision** | 0 | **Status** | Open |
| **To** | Jun Tanaka (Flewelling & Moody)<br>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.

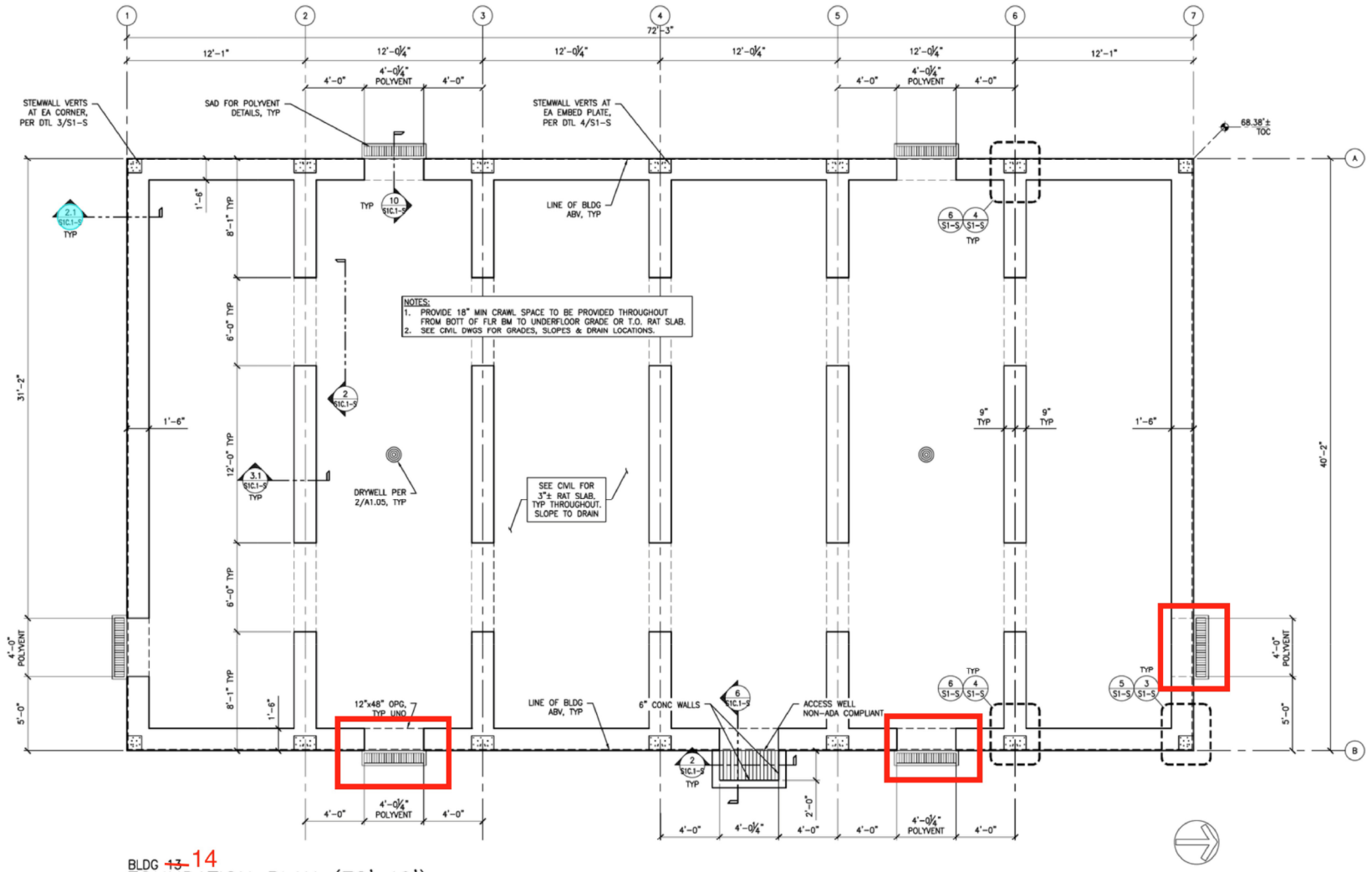
**Attachments**
Screenshot 2025-10-02 at 12.29.32 PM.png, Screenshot 2025-10-02 at 12.37.58 PM.png

*Awaiting an Official Response*

Proposed solution is acceptable.

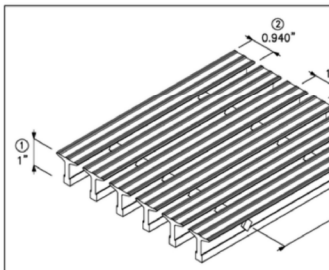
Jun Tanaka, 10/03/2025

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BLDG ~~13~~ 14
FOUNDATION PLAN (72'x40')
1/4" = 1'-0"

1 S2.3-S UNDERFLOOR VENTILATI



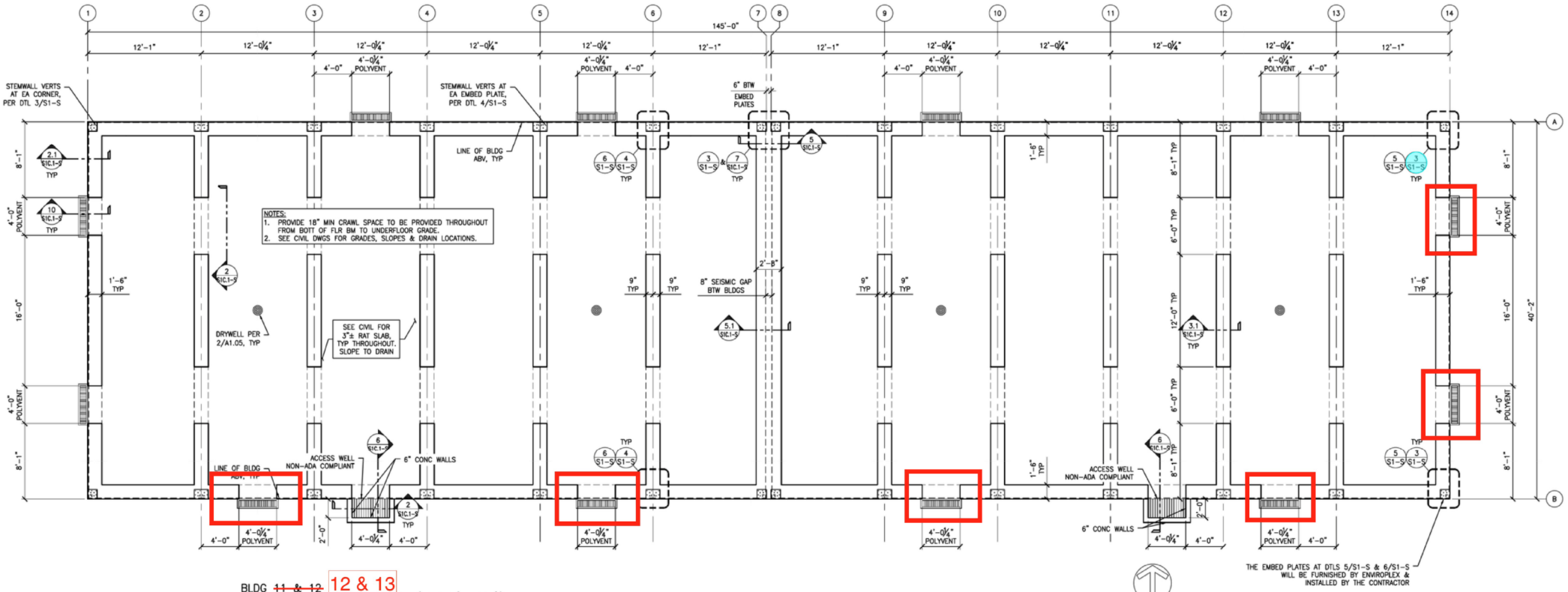

| | |
|---|---|
| CONSTRUCTION TYPE: | Swage-Locked |
| SERIES TYPE & NAME: | TB-940-100 - S-T-G@ |
| PRODUCT SPACING: | 19-S-4 |
| PRIMARY MATERIAL: | Aluminum |
| BEARING BAR SHAPE: | T-Bar |
| PRODUCT SURFACE: | Grooved |
| PERCENT OPEN AREA: | 21% |
| ① BEARING BAR HEIGHT: | 1" |
| ② BEARING BAR 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






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BLDG ~~11 & 12~~ 12 & 13
FOUNDATION PLAN (144'x40')
3/16" = 1'-0"

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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<br>1051 South "A" Street<br>Oxnard, California 93030 | **FROM:** | Edwards Construction Group, Inc.<br>991 Bennett Ave<br>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 |

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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.**

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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 #** 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.**

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

**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.**

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:** _____

# 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**

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

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.

Docusign Envelope ID: 09F0681E-0BF7-4793-AB8F-2C9596D59A12



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



Marina 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
AUTH CODE 513185/8635019 TA
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
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**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%** | |

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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)

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 #** 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)

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 |
|---|---|---|
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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.

Docusign Envelope ID: 09F0681E-0BF7-4793-AB8F-2C9596D59A12

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<br>Full Fuel<br>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 _____<br>Please call 800-300-9997<br>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* |

Printed on 6/2/2025 2:24:19 pm

**

Modification #10

Contract-PDQ90.SQL-Custom.169.SQL.rpt

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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:** | | **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 | | |

**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<br>** SPECIAL ORDER - NO RETURNS ** | 83.827 | 83.83 |
| 1ea | OC 3000627 LID, G03 CT - ""WATER"" IMPT<br>** 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 |

Docusign Envelope ID: 09F0681E-0BF7-4793-AB8F-2C9596D59A12

**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

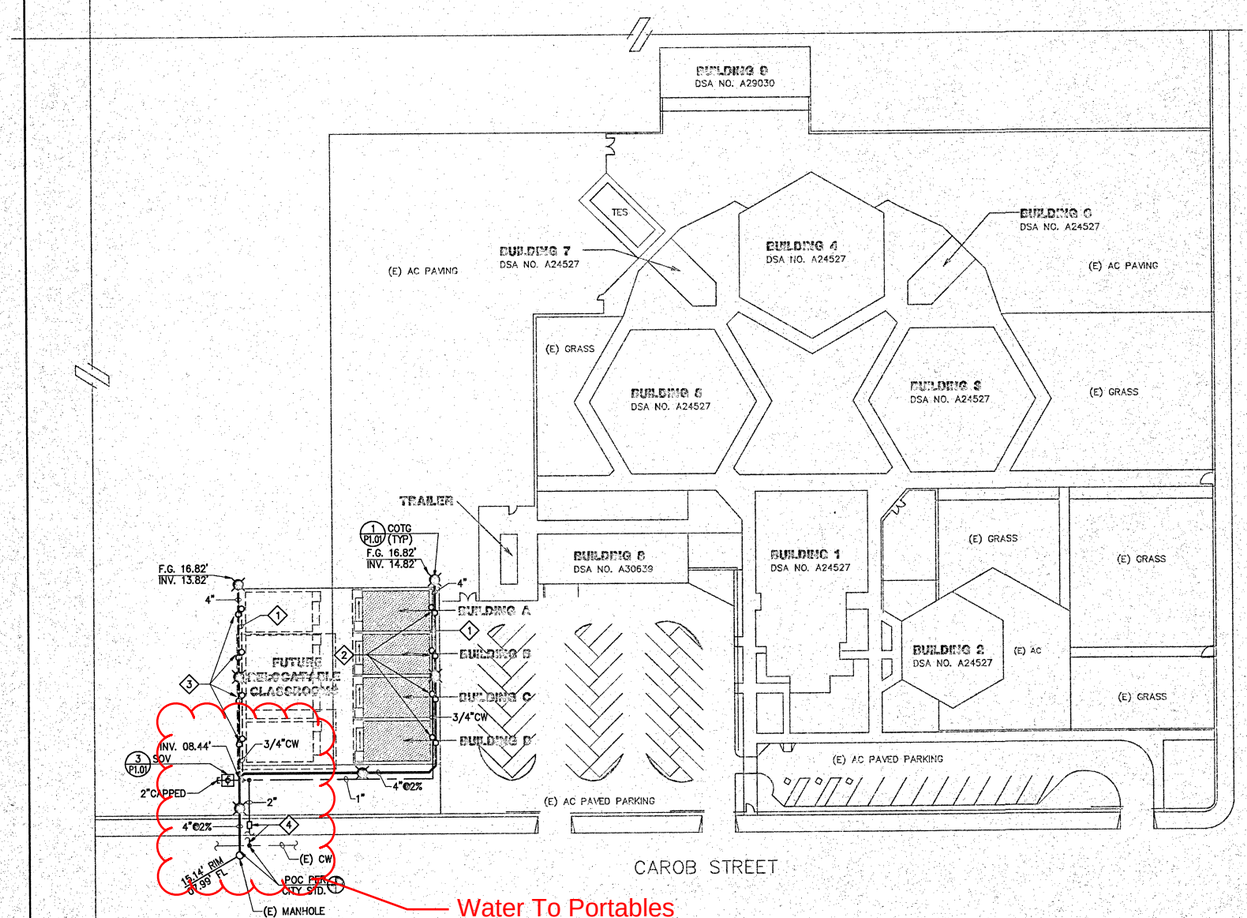
Docusign Envelope ID: 09F0681E-0BF7-4793-AB8F-2C9596D59A12

## 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.

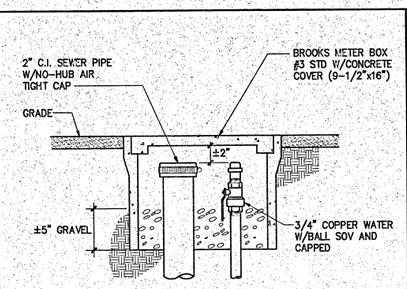
## ABBREVIATIONS

| | | | |
|---|---|---|---|
| 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 | | |

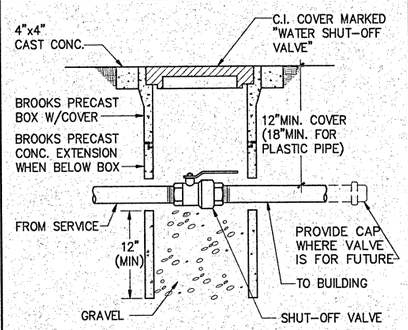



## SITE PLAN

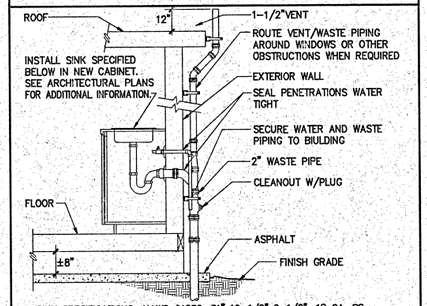
1"=40'




## 4 FUTURE RELOCATABLE CLASSROOM CONNECTION

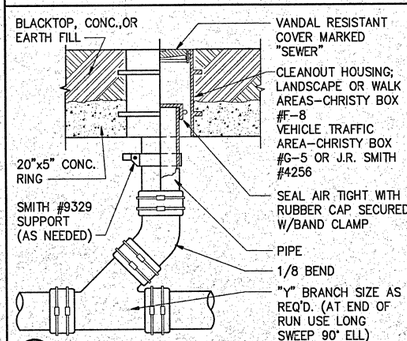



## 3 VALVE IN YARD BOX




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

Drummel, 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

REGISTERED PROFESSIONAL ENGINEER KEITH BRUMMEL M 17,084 MECHANICAL STATE OF CALIFORNIA

MECH.

bfgc architects planners inc.
bakersfield
5500 ming avenue
suite 450
bakersfield, california 93309-4631
805 836-4300

san luis obispo
3211 broad street
suite 113
san luis obispo, california 93401
805 546-0433

david r. cartmal, a.i.a.
frank a. ghezzi, a.i.a.
mark engelsen, a.i.a.
william r. tuculet, a.i.a.

principal architect
principal architect
principal architect
principal architect

C-6554
C-3132
C-8021
C-9702

PLUMBING SITE PLAN

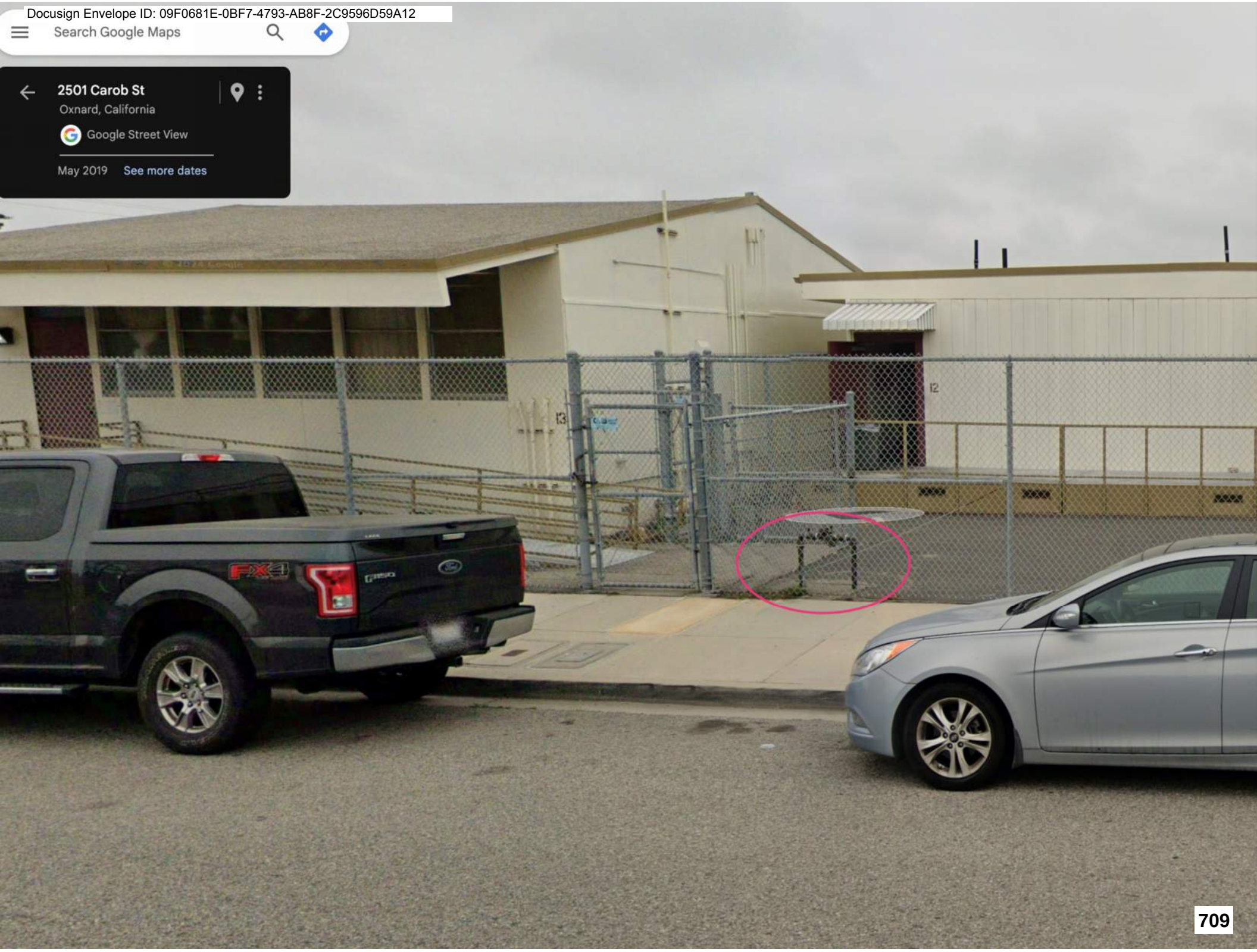
MARINA WEST ELEMENTARY SCHOOL
RELOCATABLE CLASSROOMS
2501 CAROB STREET
OXNARD, CALIFORNIA
OXNARD SCHOOL DISTRICT

| | |
|---|---|
| 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

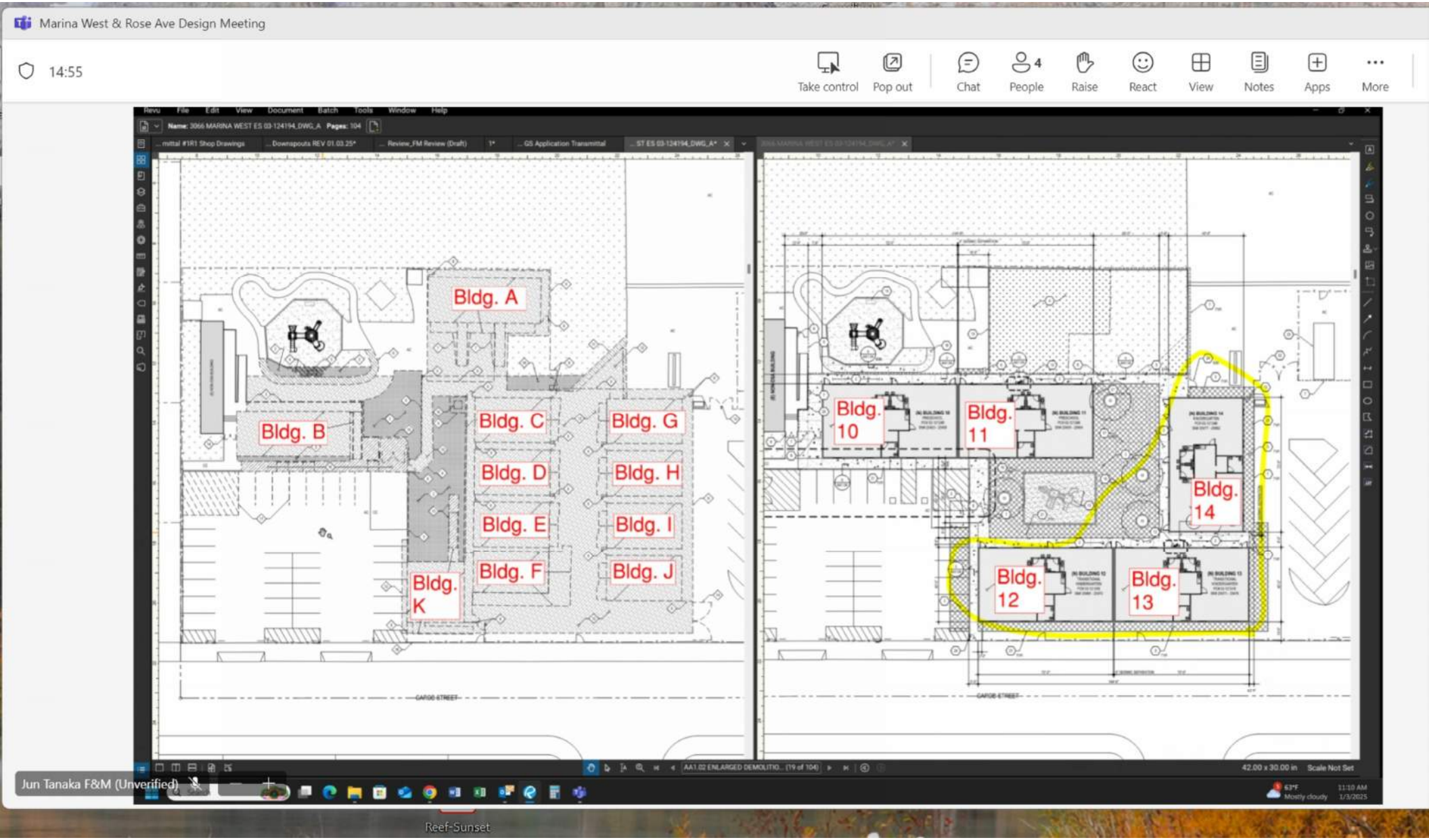
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Docusign Envelope ID: 09F0681E-0BF7-4793-AB8F-2C9596D59A12



**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

# 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.

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# 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.

N W E S — 10'-0" — SCALE: 1"=10' — 0 10 20 30

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

HEADQUARTERS OFFICE:
99 South Lake Avenue, Suite 300
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

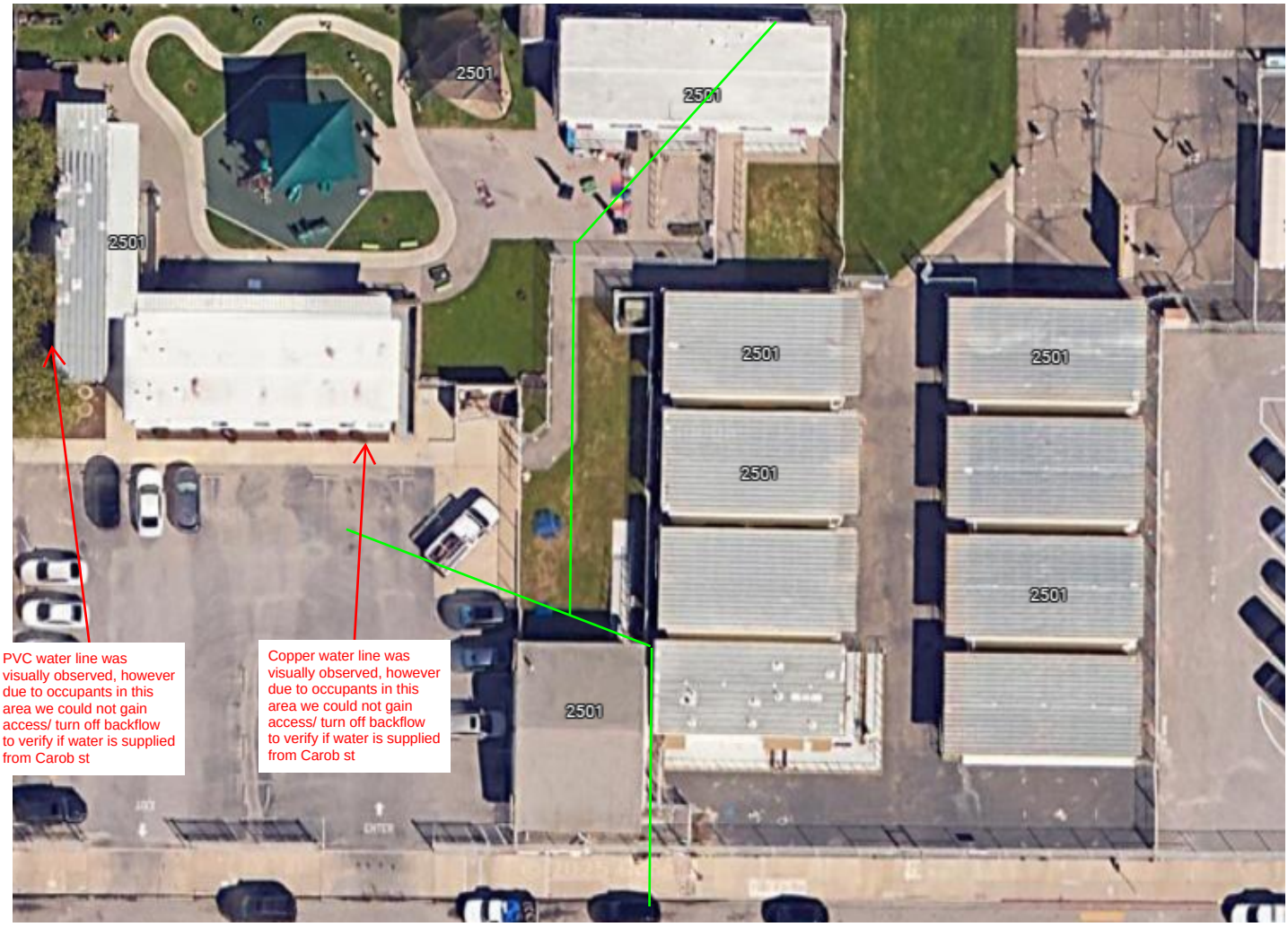
# UTILITY PLAN

Job No. 3066.0000

Date 06-17-2024

C4.01

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Docusign Envelope ID: 9F97F350-3FB8-4B78-9EF1-42FA55CB94FD

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<br>1051 South "A" Street<br>Oxnard, California 93030 | **FROM:** | Edwards Construction Group, Inc.<br>991 Bennett Ave<br>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 RP

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)<br>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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Sep 30, 2025 at 1:16:00 PM PDT

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.

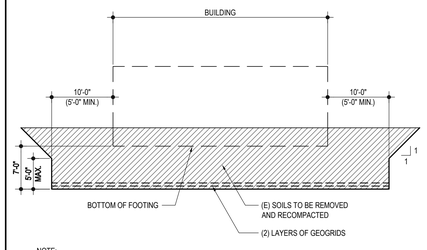
6. REFER TO DETAIL 2/- FOR EXTENT OF OVER-EXCAVATION AT EACH MODULAR BUILDING.

## 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 DES.
SHEET REFERENCE

2 / AA1.03

AGENCY

PTN 72538-113 APPL 03-124194

FLEWELLING & MOODY
architecture planning interiors

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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.

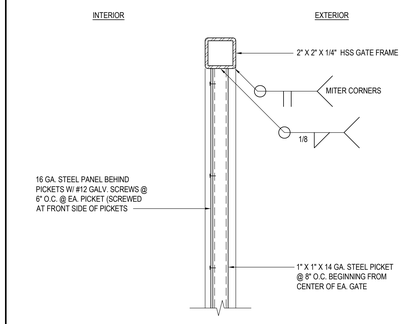
## ADHESIVE ANCHORS IN CONCRETE

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.

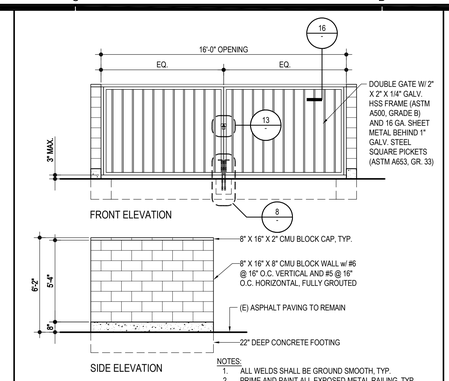
## ADHESIVE ANCHORS IN MASONRY

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.

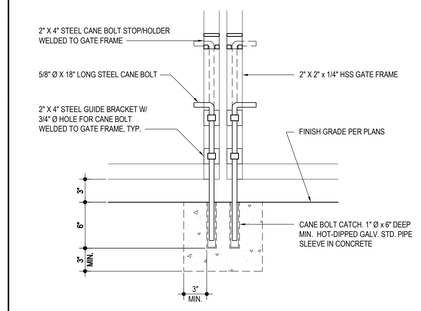
### POST-INSTALLED ANCHORS NOTES
SCALE : FULL — 19 / AA1.05



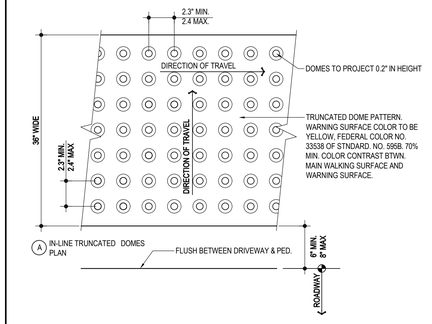

### GATE FRAME DETAIL
SCALE : 3"=1'-0" — 16 / AA1.05



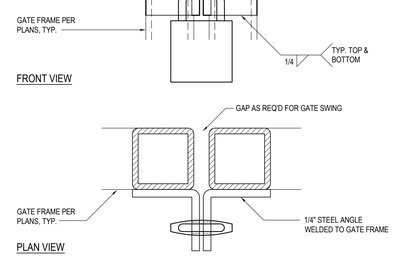

### TRASH ENCLOSURE ELEVATIONS
SCALE : 1/4"=1'-0" — 12 / AA1.05



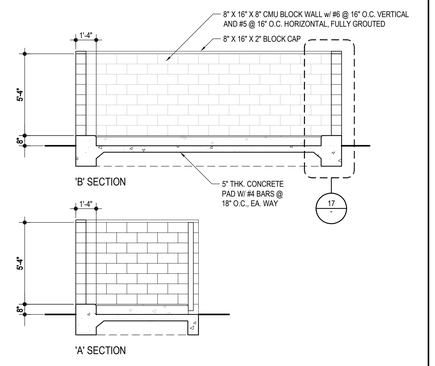

### CANEBOLT INSERT
SCALE : 1-1/2"=1'-0" — 8 / AA1.05



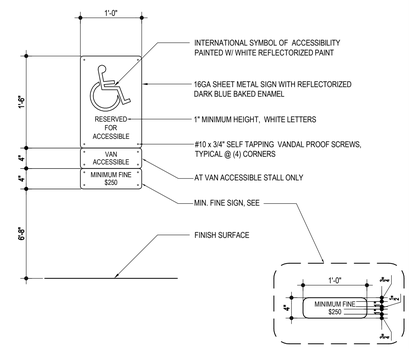

### DETECTABLE WARNING STRIP
SCALE : 3"=1'-0" — 4 / AA1.05



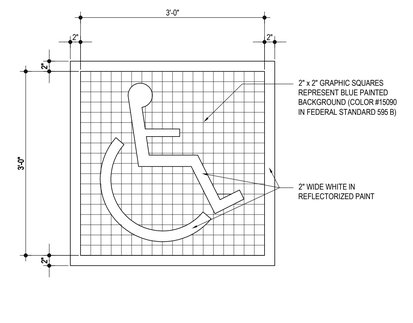

### DRYWELL
SCALE : 1/2"=1'-0" — 15 / AA1.05



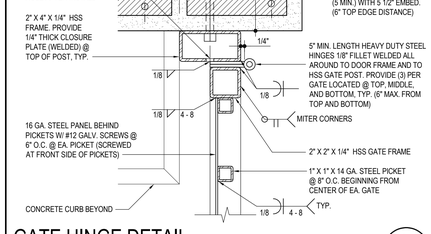

### TRASH ENCLOSURE SECTIONS
SCALE : 1/4"=1'-0" — 11 / AA1.05




### ACCESSIBLE PARKING SIGN
SCALE : 1"=1'-0" — 7 / AA1.05




### ACCESSIBLE PARKING SYMBOL
SCALE : 1"=1'-0" — 3 / AA1.05



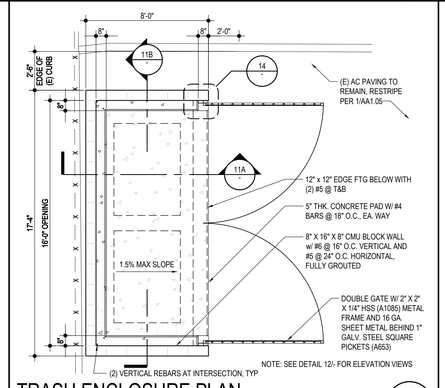

NOTES:
CONCRETE: 4500 PSI
CEMENT: TYPE V

SEE DETAIL 12/AA1.06 FOR SPECIFICATIONS ON MASONRY

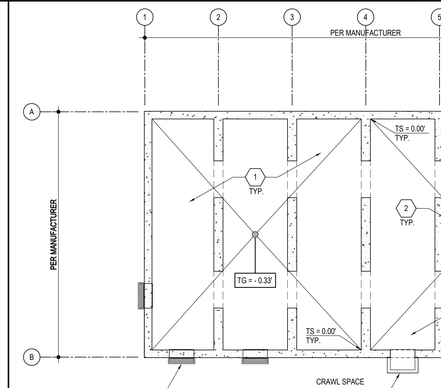
### TRASH ENCLOSURE WALL SECTION
SCALE : 1"=1'-0" — 17 / AA1.05




### GATE HINGE DETAIL
SCALE : 3"=1'-0" — 14 / AA1.05



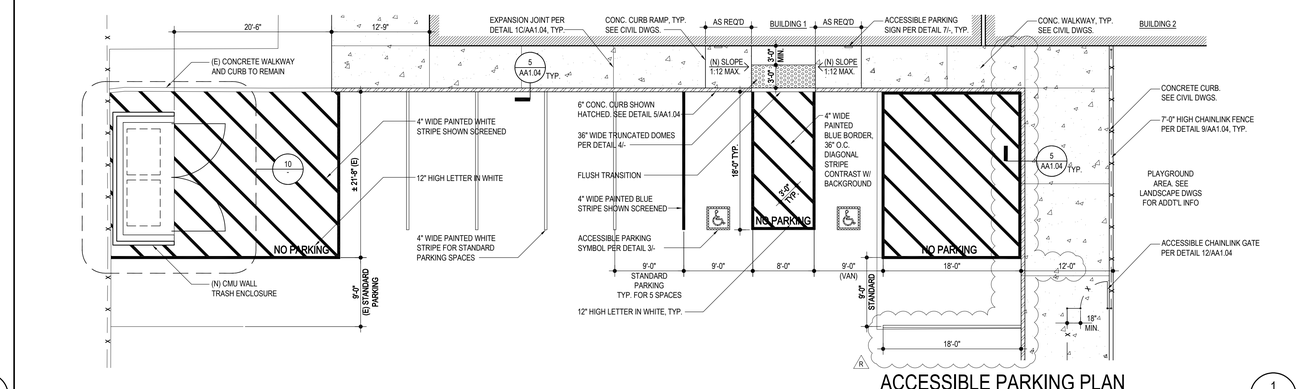

### TRASH ENCLOSURE PLAN
SCALE : 1/4"=1'-0" — 10 / AA1.05




### 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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CONSULTANT

Drawn by -
Checked by -

Revisions

| No. | Date | Description |
|---|---|---|
| 1 | 10/24/2025 | RFI #37 ATTACHMENT |

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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 SPECIFICATIONS

SCALE : N.T.S.

PROJECT NUMBER *
DETAIL IDEN. *
SHEET REFERENCE *

12 / AA1.06

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.

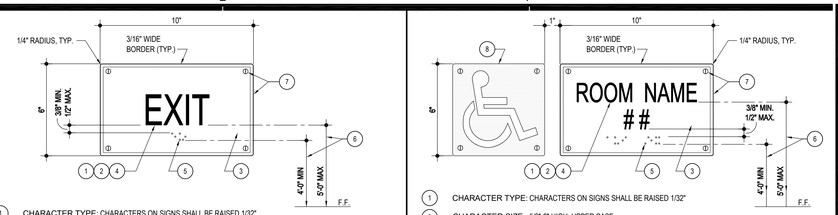
8. THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN, INSTALLATION, MAINTENANCE AND REMOVAL OF ALL BRACING AND SHORING THAT MAY BE REQUIRED DURING THE COURSE OF CONSTRUCTION.

## EXIT SIGN (ACCESIBLE)

SCALE : 3" = 1'-0"

PROJECT NUMBER *
DETAIL IDEN. *
SHEET REFERENCE *

E / 8 / 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

## ROOM IDENTIFICATION SIGN/ ROOM NUMBERS SIGN (ACCESIBLE)

SCALE : 3" = 1'-0"

PROJECT NUMBER *
DETAIL IDEN. *
SHEET REFERENCE *

RI / 4 / 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 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/-

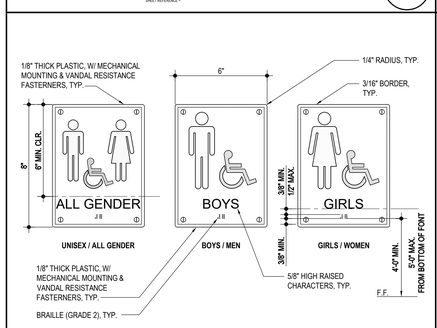
NOTE: FOR MORE INFORMATION SEE NOTES AND SIGNAGE TEMPLATES 1/-

## TOILET ROOM WALL SYMBOL

SCALE : 3" = 1'-0"

PROJECT NUMBER *
DETAIL IDEN. *
SHEET REFERENCE *

TWS / 7 / AA1.06



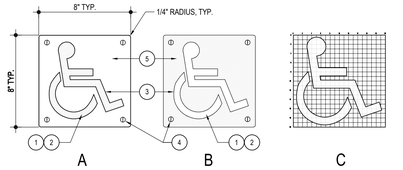

NOTE: FOR ADDITIONAL INFORMATION, SEE 2/- AND 6/-

## INTERNATIONAL SYMBOL OF ACCESSIBILITY

SCALE : N.T.S.

PROJECT NUMBER *
DETAIL IDEN. *
SHEET REFERENCE *

ISA / 3 / AA1.06




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/-

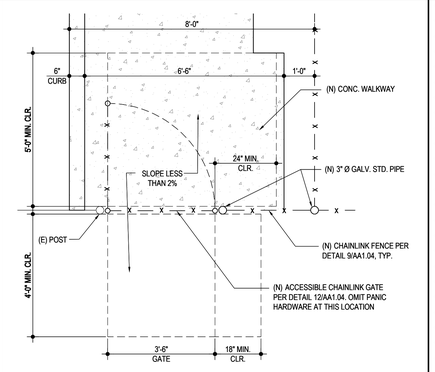
R

## CHAIN LINK GATE

SCALE : 1/2"=1'-0"

PROJECT NUMBER *
DETAIL IDEN. *
SHEET REFERENCE *

10 / AA1.06

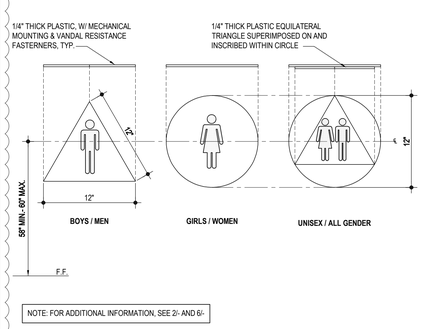



## TOILET ROOM DOOR SYMBOL

SCALE : 1-1/2" = 1'-0"

PROJECT NUMBER *
DETAIL IDEN. *
SHEET REFERENCE *

TDS / 5 / AA1.06



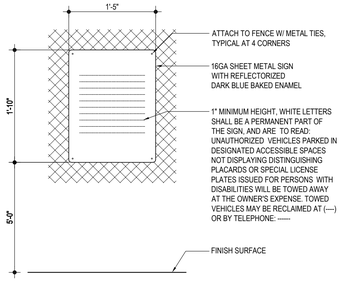

NOTE: FOR ADDITIONAL INFORMATION, SEE 2/- AND 6/-

## TOW-AWAY SIGN

SCALE : 1"=1'-0"

PROJECT NUMBER *
DETAIL IDEN. *
SHEET REFERENCE *

9 / AA1.06

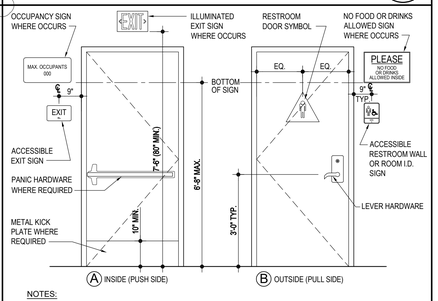



## DOOR & WALL SIGN MOUNTING

SCALE : N.T.S.

PROJECT NUMBER *
DETAIL IDEN. *
SHEET REFERENCE *

17 / 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".

## SIGNAGE NOTES

SCALE : N.T.S.

PROJECT NUMBER *
DETAIL IDEN. *
SHEET REFERENCE *

1 / AA1.06

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.

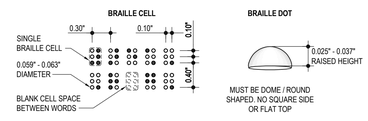
B. CHARACTER SPACING (MEASURED BETWEEN TWO CLOSEST POINTS OF ADJACENT CHARACTERS, EXCLUDING SPACES:

| 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:




AGENCY

PTN 72538-113 APPL 03-124194

FLEWELLING & MOODY
architecture planning interiors

HEADQUARTERS OFFICE:
99 South Lake Averue, Suite 300
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

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,<br>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***<br>*Site Demolition at 2501 Carob St, Oxnard.*<br>*- Demo (E) 1 Story Modular Building (8 ea) (upto 975 sf) & Ramp*<br>*- Demo (E) 1 Story Modular Building (upto 1025 sf) & Ramp*<br>*- Demo (E) 1 Story Modular Building (upto 1700 sf) & Ramp*<br>*- Demo (E) 1 Story Modular Building (upto 1550 sf) & Ramp*<br>*- Demo (E) Landscape (upto 3750 sf)*<br>*- Demo (E) Portion of Deck Assembly (upto 1090 sf)*<br>*- Demo (E) Portion of Concrete Trike Path*<br>*- Demo (E) Chainlink Fence & Gate (upto 1060 sf)*<br>*- Demo (E) Asphalt Paving (upto 9022 sf)*<br>*- Demo (E) Concrete Pad & Swale (upto 333 sf)*<br>*- Demo (E) Concrete Ramp & Walkway (upto 805 sf)*<br>*- Demo (E) Trash Enclosure & Transformer*<br>*- 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)<br><br>BUILDINGS 1,1A,2,2A &3<br>STRUCTURAL CONCRETE LABOR AND MATERIAL SCOPE OF WORK $ 648,300.00<br><br>1) EXCAVATION OF FOOTINGS<br>2) PREP, FORM AND POUR CONCRETE FOOTINGS<br>3) SUPPLY AND INSTALL REBAR<br>4) PREP, FORM AND POUR CONCRETE VENT WALLS<br>5) INSTALL EMBED PLATES (SUPPLY BY OTHERS)<br>6) MANPOWER<br>7) EQUIPMENT<br>8) SITE SUPERVISION<br>9) INSTALL FOOTINGS FOR 1 TRASH ENCLOSURE<br><br>*EXCLUSIONS- Unless otherwise noted, the following items are excluded from our scope of work: grading, backfill, compaction, waterproof, over excavation, re-compaction, or soils work of any type unless included, Any extra mobilization will be an extra fee, this proposal is active for 30 days, we are not responsible for location or relocation of any existing utilities, removal of spoils, caulking, supply of embeds, pavers | 648,300.00 | 648,300.00T |

Thank you for your business!

| | |
|---|---|
| SUBTOTAL | 648,300.00 |
| TAX | 0.00 |
| TOTAL | $648,300.00 |

THANK YOU.

16164 Sierra Highway, Santa Clarita, California 91390 **License No. 381605**
**Phone: (661) 252-2012** Fax (661) 298-4585

Marina West ES modulars 1,1A,2,2A,3 October 30, 2024

Our bond rate: 1%
Our Fed Tax ID: 95-3376896
DIR # 1000002536
Addendums 1-14 noted

**$ 1,077,850**

Our price includes all necessary labor, equipment, materials and supervision to complete the work shown on the structural, landscape and architectural plans as described below

Structural concrete as described below

1. Dig, form, set and pour all 3 building foundations concurrently, including access opening structures at each (5 total).
2. Weld plates installed at modular corners prior to pour (weld plates provided by others)
3. Deepened footings along Southern perimeter of building 2,2A due to lower exterior finished grade.
4. 3" rat slab poured at each building concurrently (1 move-on)

Site concrete

1. 4" PCC pedestrian and vehicular paving on 4" class II base
2. 4" Vehicular paving on 6" Class II base where shown on C3.01
3. PCC thickened edges at planter areas
4. Curb at parking areas
5. Pedestrian ramp with truncated domes
6. 24" ribbon gutter at East access area
7. Concrete flume structure
8. Concrete curb around play area perimeter per landscape drawings
9. Flush curb at turf area
10. Radius flush curbs for 4 tree wells per landscape drawings and details.
11. Footing for CMU trash area walls
12. Trash area curbs
13. Rebar for all items above

Exclusions for this project.

1. Excavation to bottom-of-rat-slab prior to footing construction. These sub-slab elevations are assumed to be provided by others, and to extend 2-3 feet beyond the building perimeters.
2. Backfill of the exterior building stem / footings
3. Any work required after July 1 labor increases (schedule not provided)
4. Multiple pours for building rat slabs or footings. All 3 buildings are assumed to be constructed concurrently
5. Sealing or coatings on slabs or flatwork.
6. Repair of existing concrete structures
7. Off site parking. Our work crews will be bringing tools and will need access to the jobsite.
8. Drain structures and catch basins.
9. Light standards or other lighting footings.
10. Survey.
11. Drypack
12. Patch-back for demo'd site paving for new utility trenches.
13. Footings for play equipment including ball walls, backstops, or play poles.

14. Water and Power to be supplied by others
15. All permits and inspection fees to be paid for by others.
16. Bid amount based on 40-hour workweek, Monday through Friday.
17. No obstructions.
18. Any cure, sealer or hardener on slabs other than that listed above.
19. Staining or polishing concrete.
20. Protection or clean-up of misc material.
21. Shop drawings (if required).
22. Any required excavation and recompaction of soils below footings or piers.
23. Costs for grades or grading in excess of $1/10^{th}$ ft.
24. Establishment of property lines, earth grades, benchmarks, control lines, and any required survey.
25. Dewatering of any kind.
26. Blockouts or installation of sleeves for other trades.
27. Fence, gate post, or misc. sign footings.
28. Supply, offload, storage, or inventory of miscellaneous metals.
29. Removal of excavation spoils from site. Spoils to be stockpiled in one or more locations onsite one time. Load, haul off, and disposal by others.
30. Welding.
31. Testing, inspections, and permits.
32. Rough concrete encasement for other trades including thrust blocks.
33. Dust control, street sweeping or cleaning.
34. Colored concrete other than that listed above.
35. Caulking, joint fillers or insulation material.
36. Sub drainage systems.
37. Protection of concrete surfaces after finishing.
38. Lane closure permits, traffic control, flagmen, or barricades.
39. Costs associated with rock, underground hazards, or wet or soft ground conditions or soil treatment or sterilization, including unsuitable soils in any excavation.
40. Responsibility to identify underground utilities before excavation or to move electrical wires that interfere with normal working procedures.
41. Demolition, drilling, doweling, or reworking of existing structures.
42. Temporary protection of our completed work.
43. Trash bins.
44. Furnishing of embedded items including anchor bolts, stair nosings, skate deterrents, etc.
45. O&P less than 15% on change orders – our overhead already exceeds 15%.
46. Grouting of metal door frames.

Should you have any questions, please don't hesitate to call.

Respectfully Submitted,

Eric Stroh

JNE
CONCRETE

# QUOTE

960 W Grand Ave
Grover Beach, CA 93433
805 668 2059
Ed.jneconcrete@gmail.com
norm@jneconcrete.com
Joey@jneconcrete.com

**INVOICE #** 111
**Date:** 10/17/20024

**To:**
Edwards Construction Group
991 Bennett Ave
Arroyo Grande, CA 93420

**Expiration Date:** 11/17/2024

| Job Name | Job Location | | |
|---|---|---|---|
| Marina West Elementary School | 2501 Carob St, Oxnard, CA 93035 | | |

| | Description | Line Price | |
|---|---|---|---|
| 1 | Site work | $98,654.82 | |
| 2 | Foundations | | |
| | Buildings 1&1A | $176,088.00 | |
| | Buildings 2&2A | $176,088.00 | |
| | Building 3 | $89,056.00 | |
| | Buildings 9&10 | $176,088.00 | |
| | Buildings 11&12 | $176,088.00 | |
| | Building 13 | $89,056.00 | |
| | | | |
| | See Attached Excell Sheet for a line item breakdown of pricing. | | |
| | | | |
| | | **Total** | $981,118.00 |

All footing spoils to remain on site( haul off of dirt generated in the process of digging footing to be hauled off site by others). Traffic control JNE concrete does not do traffic control (any traffic control needed to be supplied by others). On site physical hardware layout to be done by others( hardware includes, hold down, anchor bolts, red iron, red iron templates, all threads, hardie wall, strong walls, post brackets). JNE concrete WILL supply anchor bolts with nuts, hold downs, postbrackets, ALL other hardware to be supplied by others. JNE does NOT supply nuts for any bolts( except were listed above) ,washers, red iron or any hardware above the top of concrete line. Concrete washout to be provided by contractor for JNE it use. Trash dumpster water and electrical power to be provided by General contractor.

Thank you for your business!

# Asphalt Paving

| Bid Form | Bidders | Bid Status | Bid Amount | Notes |
|---|---|---|---|---|
| Paving & Striping | ABC Resources, Inc. | Did Not Submitt | $0.00 | |
| Paving & Striping | Apodaca Paving | Will Bid | $87,525.00 | Apprant Low Bidder, Includes Paving and Striping |
| Paving & Striping | Finish Line Paving Inc. | Did Not Submitt | $0.00 | |
| Paving & Striping | Golden State Sealing & Striping, Inc | Did Not Submitt | $0.00 | |
| Paving & Striping | Interstate Striping & Signs Inc. | Submitted | $4,000.00 | Striping Only |
| Paving & Striping | Landmark Grading & Paving, Inc. dba | Will Not Bid | $0.00 | |
| Paving & Striping | PCI Striping & Sealcoat | Will Not Bid | $0.00 | |
| Paving & Striping | Toste Grading & Paving | Will Not Bid | $0.00 | |

*"We are proud of our work."*

Post Office Box 1
Grover Beach, California 93483
Phone (805) 489-1794 Fax (805) 489-9407
License No. 415318 DIR #1000003961
**DVBE and MB CERTIFIED #1331580**

# PROPOSAL and CONTRACT

Date: October 02 , 2024

TO: Edwards Construction Group

Telephone: 805-335-1161 Fax:

JOB ADDRESS: **Marina West Elementary**

DESCRIPTION: -

- **Take over subgrade grade @ 10th+/-**
- **Pave 3" hot mix asphalt @ 7,900 SF**
- **Patch Back around playground @ 283 SF**
- **Patch Back for trenching @ 900 SF**

GRADING: Yes

SQ.FT.: See above description

BASE MATERIAL: Yes

HEADERS:

A.C. PAVEMENT: 3"

SEAL: TACK: Included

Permits, testing, engineering (if any) are the owner's responsibility.

MISC.: **Add $5,525 for Striping and Signage Per Site**

All of the above work to be completed in a substantial and workmanlike manner for the sum of:

One Hundred Fifty-Eight Thousand Dollars $ 82,000

**Price is good for thirty days from the above date. Contract to be paid upon completion, unless otherwise stated.**

Interest on unpaid amounts over 30 days may be charged at 1.5% per month. Any alterations or deviations from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in the contract. Price on material is subject to change. Not responsible for any "bird baths" or puddles due to grade less than 2%. All agreements must be made in writing. If any legal action is necessary to enforce this agreement, reasonable attorney's fees may be collected by the prevailing party.

## NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

**CONTRACTORS' STATE LICENSE BOARD**
1020 N Street, Sacramento, California 95814

Respectfully submitted,

By _____,
Estimator
Post Office Box 1
Grover Beach, California 93483
(805) 489-1794

**NOTICE**: UNDER THE MECHANICS' LIEN LAW (CALIFORNIA CODE OF CIVIL PROCEDURE, SECTION 1181 ET SEQ.,) ANY CONTRACTOR, SUBCONTRACTOR, LABORER, SUPPLIER OR OTHER PERSON WHO HELPS TO IMPROVE YOUR PROPERTY BUT IS NOT PAID FOR HIS WORK OR SUPPLIES , HAS A RIGHT TO ENFORCE A CLAIM AGAINST YOUR PROPERTY. THIS MEANS THAT, AFTER A COURT HEARING, YOUR PROPERTY COULD BE SOLD BY A COURT OFFICER AND THE PROCEEDS OF THE SALE USED TO SATISFY THE INDEBTEDNESS. THIS CAN HAPPEN EVEN IF YOU HAVE PAID YOUR OWN CONTRACTOR IN FULL, IF THE SUBCONTRACTOR, LABORER OR SUPPLIER REMAINS UNPAID.

## ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which _____ agree to pay the amount mentioned in said proposal and according to the terms thereof.

Date _____ Accepted: _____

Please Sign and Return One Copy

# ESTIMATE

| Quote # | Date |
|---|---|
| 1024-29 | 10/25/2024 |

**Interstate Striping & Signs, Inc.**
1200 Lawrence Drive, Suite 340
Newbury Park, CA 91320
Phone: (805) 208-5925
**UNION LOCAL 1184 - CA LIC. #838618, C-32**
**DIR# 1000007945**

**Plans:** Yes
**Specs:** Yes
**Addenda:** No
**Rep:** Trevor
Trevor@InterstateStripe.com

| PROJECT: | Marina West Elem. School - Parking Lot & Playground Striping | LOCATION: | | Oxnard, CA | |
|---|---|---|---|---|---|
| ITEM No. | DESCRIPTION | QTY | U/M | UNIT COST | TOTAL |
| | Remove Existing Striping By Grinding Method | 1 | LS | $900.00 | $900.00 |
| | Stripe New Parking Stalls Per Plan | 1 | LS | $1,500.00 | $1,500.00 |
| | Stripe Playground Per Plan | 1 | LS | $1,300.00 | $1,300.00 |
| | Install ADA Parking Stall Signage (Wall Mounted) | 2 | EA | $100.00 | $200.00 |
| | Install "Tow-Away" Entrance Sign (Fence Mounted) | 1 | EA | $100.00 | $100.00 |
| | | | | | |
| | **ADD ALTERNATES:** | | | | |
| | Sign Post - 2" Square Perforated Telespar Post - $275/ea | | | | |
| | 6' Concrete Wheel Stop (Pinned) - $90/ea | | | | |
| | Re-Stripe All Existing Parking Stalls In Parking Lot #1 - $750 | | | | |
| | | | | | |
| | **EXCLUSIONS:** | | | | |
| | Surface repair / Pavement sealing after removals | | | | |
| | Temporary striping, pavement markings & markers | | | | |
| | Posting of temporary "No Parking" signs | | | | |
| | Construction area signage | | | | |
| | Porcelain steel sign panels - Includes aluminum panels only | | | | |
| | Painting and/or powder coating sign posts | | | | |
| | Traffic control | | | | |
| | Escorts as needed for our work | | | | |
| | Wet sandblasting / High-pressure water blasting | | | | |
| | Surface preparation prior to striping / Removal of curing compound | | | | |
| | Curb painting / Markings | | | | |
| | Retroreflective media applied to paint | | | | |
| | Fog seal / Slurry seal | | | | |
| | Layout for other trades | | | | |
| | Job specific classes, training, fingerprinting, security clearance, etc. | | | | |
| | Engineering, Design, Shop Drawings, Etc. | | | | |
| | | | | | |
| | **CLARIFICATIONS:** | | | | |
| | Includes 1 move-in. If additional move-ins are needed, add $1,500/ea | | | | |
| | Downtime caused by anything beyond the control of ISS - $150/man hr | | | | |
| | All items must be included in any future contract / work order | | | | |
| | Pricing based on standard fast-dry waterborne traffic paint. | | | | |
| | Includes installing second coat immediately after first coat is tack-free | | | | |
| | Includes layout on the same day as striping installation. | | | | |
| | All water pollution control measures by others | | | | |
| | | | | | |
| | | | | | |
| | **Continued on page 2...** | | | | |
| | | | | | |
| | | | | | |

Accepted By: Date: **TOTAL** **$4,000.00**

This quote is valid for 30 days only. All terms and conditions above shall be incorporated into any future subcontract.

# ESTIMATE

| Quote # | Date |
|---|---|
| 1024-29 | 10/25/2024 |

**Interstate Striping & Signs, Inc.**
1200 Lawrence Drive, Suite 340
Newbury Park, CA 91320
Phone: (805) 208-5925
**UNION LOCAL 1184 - CA LIC. #838618, C-32**
**DIR# 1000007945**

**Plans:** Yes
**Specs:** Yes
**Addenda:** No
**Rep:** Trevor
Trevor@InterstateStripe.com

| PROJECT: | Marina West Elem. School - Parking Lot & Playground Striping | | LOCATION: | Oxnard, CA | | |
|---|---|---|---|---|---|---|
| ITEM No. | DESCRIPTION | | QTY | U/M | UNIT COST | TOTAL |
| | **General Liability Insurance Coverage provided as follows:** | | | | | |
| | Commercial GL (EA Occurrence) | $1,000,000 | | | | |
| | Damage to Rented Premises (EA Occ.) | $100,000 | | | | |
| | Med Exp. (Any 1 person) | $5,000 | | | | |
| | Personal & Adv Injury | $1,000,000 | | | | |
| | Products - Comp/GL Aggregate | $2,000,000 | | | | |
| | Auto - per accident | $1,000,000 | | | | |
| | Excess Liability - Each Occurrence/Agg. | $5,000,000 | | | | |
| | Workers Comp & Employers' Liab. | $1,000,000 | | | | |
| | Contractors Pollution - Each pollution/Agg. | $2,000,000 | | | | |
| | General Aggregate Limit applies per project | | | | | |
| | If higher limits are required, additional costs will be charged. | | | | | |

Accepted By: Date: **TOTAL** **$4,000.00**

This quote is valid for 30 days only. All terms and conditions above shall be incorporated into any future subcontract.

# Embeds, Poly Vents, Access Grating

enviroplex

## Oxnard School District - Marina West
## Embeds Polys Access Grates

Pricing subject to final design and finishes

*2022 CBC*

| P-back Item # | | Description | Unit | Qty | Piggyback Price | Total |
|---|---|---|---|---|---|---|
| 2214 | | Weld Plates | EA | 14 | $ 870.38 | $ 12,185.25 |
| 2301 | | 2x4 access vent well with retained metal grate (ADA) | EA | 1 | $ 5,926.11 | $ 5,926.11 |
| 2302 | | 4' polyvent | EA | 6 | $ 1,701.00 | $ 10,206.00 |
| | | | | | Sub-Total | $ 28,317.36 |

| | | PROJECT CLOSE OUT ITEMS | | | | |
|---|---|---|---|---|---|---|
| 1 | | Labor to close out site | hour | | $ 110.00 | $ - |
| 2 | | On-Site Labor (plumbing close-out) | hour | | $ 268.00 | $ - |
| 3 | | Crane | hour | | $ 750.00 | $ - |
| 4 | | Delivery | floor | | $ 12,250.00 | $ - |
| 5 | | Installation | floor | | $ 7,550.00 | $ - |
| 6 | | Bond | | | | $ 297.33 |
| 7 | | Estimated Tax | | 1 | | $ 906.16 |
| | | | | | Total | $ 29,520.85 |
| | | | | | Grand Total Typical of 5 | $ 147,604.24 |

**Notes:**

1. Foundation design charges include Structural engineering, review and stamp for DSA approval.
2. Additional design & foundation costs may be incurred if the site specific soils condition or CGS review prompt footings that are outside of Enviroplex's standard foundation design
3. Pursuant to DSA guidelines as described on the 1-MR form regarding the "Delegation of Authority for Modular & Relocatable Buildings," site specific inspection fees will be necessary for the concrete foundation. A SE is required to personally inspect and observe construction site conditions and foundation progress. The scope and scale of this requirement will generally relate to a number of factors including, but not limited to, the experience of the foundation contractor, foundation design complexity, building square footage, geographic location and site & soils condition. The SE's charges are included with this Proposal.

# Signage

| Bid Form | Bidders | Bid Status | Bid Amount | Notes |
|---|---|---|---|---|
| Signage | A Good Sign & Graphics Co | Did Not Submitt | $0.00 | |
| Signage | AHR Signs Inc | Did Not Submitt | $0.00 | |
| Signage | Ampersand Contract Signing Group | Did Not Submitt | $0.00 | |
| Signage | asi Signage Innovations | Did Not Submitt | $0.00 | |
| Signage | Baja Signs DBA Sign Pro | Did Not Submitt | $0.00 | |
| Signage | Braille Signs, Inc. | Did Not Submitt | $0.00 | |
| Signage | Clear Sign & Design | Did Not Submitt | $0.00 | |
| Signage | Division Ten Signage | Submitted | $29,200.00 | Apparent Low Bidder |
| Signage | NXT GEN Signs | Will Not Bid | $0.00 | |
| Signage | Quiel School Signs (Electronic Signs) | Did Not Submitt | $0.00 | |
| Signage | Signarama | Will Bid | $6,900.00 | Site Signage Only, No Building and room Signage |
| Signage | Sign Creations | Did Not Submitt | $0.00 | |
| Signage | Signs Of Success | Undecided | $0.00 | |
| Signage | Signworks | Will Not Bid | $0.00 | |
| Earthwork & Underground Utilities | Associated Utility Services | Did Not Submitt | $0.00 | |

**DIVISION TEN SIGNAGE, INC.**
FULL-SERVICE CUSTOM SIGN MANUFACTURER
EST 2001

2766 Via Orange Way, Suite G. Spring Valley, CA 91978
Phone: (619) 741-8267 | Fax: (619) 741-1469
www.DIVISION10SIGNAGE.com

**BID**

**DATE:** 10/02/24

Lic. #832623 | FEIN:11-3667452
DIR. REG. 1000008553
SLBE/ WBE/ MBE CERTIFIED #1082140

**PROJECT:** MARINA WEST ES (N) MOD. CLASSROOM BLDGS (5)

**SPEC SECTION:** **10 14 00** SIGNAGE

**BID:** **$29,200.00**

Per Plans/Spec: Y Tax: Y Installation: Y

**CONTACT**

Estimator: Veronica Thompson
Email: estimating@division10signage.com
Cel: (619) 778-5027

**SIGNAGE SCOPE SPECIFIC TO SIGNS ATTACHED DIRECTLY TO PROJECT SCOPE BLDGS:**

(5) MODULAR CLASSROOM BLDGS, PER SHEET A.1

| QTY | TYPE | MATERIAL | SIZE | DESCRIPTION |
|---|---|---|---|---|
| 15 | TE: PER SPEC | 1/8" ES PLASTIC | 10" X 6" | ADA EXIT ID |
| 30 | RID: PER SPEC | 1/8" ES PLASTIC | 10" X 6" | ADA ROOM ID |
| 10 | ALS: 6/A1N | 1/8" ES PLASTIC | 15 ½" X 9" | ASSISTIVE LISTENING ID |
| 10 | OCC: | 1/8" ES PLASTIC | 15 ½" X 9" SIM | MAX OCC ID |
| 15 | 5/A5 | 1/4" INTEGRAL COLOR ACRYLIC-3D | 12" COMBO | T-24 RESTROOM DOOR ID |
| 15 | 5/A5 | 1/8" ES PLASTIC | 8" X 8" | ADA RESTROOM ID |
| 30 | A1N | THIN GAUGE METAL | 3" X 2" | MODULAR BLDG TAGS @ EXT+INT MODS |
| 15 | 5/A5 | 1/8" ES PLASTIC | 6" X 6" | ISA ID |

| | |
|---|---|
| **EXCLUDES** | TEMPORARY CONSTRUCTION SIGNS |
| | **PARKING, PARKING LOT, DIR P.O.T., FIRE LANE, DROP OFF, SITE STALL SIGN POSTS & PANELS ARE NOT INCLUDED** |
| | SIGN PERMITS/BONDS |
| | SITE SIGNS, GATE SIGNS, FENCE SIGNS |
| | PLUMBING, MECHANICAL, ELECTRICAL, EYE WASH TAGS or ID's |
| | ILLUMINATED - SELF ILLUM. EXIT, PHTOTOLUM. OR LOW LEVEL EXIT SIGNS |
| | **FIRE EXT's, FIRE EXT cabinets, FIRE ALARM ID SIGNS OR FIRE WALL BARRIER ID** |
| | **DEMO OF EXISTING SIGNS, WALL PATCH/PAINT** |
| | **Any other signs or work areas not SPECIFICALLY noted above** |
| **ADDENDA** | **N/A** |
| **TERMS** | Bid is valid for (30) days - No bond included – **PREVAILING WAGE APPLIES** |
| **ALTERNATES** | **N/A** |
| **NOTES** | **BID IS QUANTIFIED** |

*Thank you for allowing us to bid your signage project.*

Signarama
The way to grow your business.

1833 Portola Rd Unit F
Ventura, CA 93003
(805) 477-0243

The Way to Grow Your Business

# ESTIMATE
## EST-9297

Payment Terms: Customer

**Created Date:** 10/29/2024

**DESCRIPTION:** Marina West ES Oxnard

**Bill To:** Edwards Construction Group
991 Bennett Ave
Arroyo Grande, CA 93420
US

**Pickup At:** Signarama Ventura
1833 Portola Rd Unit F
Ventura, CA 93003
US

**Requested By:** Jessica Gregory
Email: jg@edwardscongroup.com
Cell Phone: (805) 249-9358

**Salesperson:** Scott Moilanen
Work Phone: 805-797-5611
Entered By: Scott Moilanen

| NO. | Product Summary | QTY | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| 1 | Towing Sign<br>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.<br><br>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<br>Qty 5 Boys, Qty 5 Girls, Qty 5 Staff Unisex, ADA compliant Door Sign Raised Pictograph<br>Size: 12" x 12" x .25"<br>Color: Clear, Matte Acrylic back-painted | 15 | $151.20 | $2,268.00 |
| 3 | ADA Compliant Bathroom Wall Sign: Custom Color<br>Qty 5 Boys, Qty 5 Girls, Qty 5 Staff Unisex, ADA compliant Bathroom Wall Sign with raised pictograph and Grade II Raster Braille.<br>Size: 6" x 8" x .125"<br>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<br>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.<br><br>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<br>Labor to install all signs | 1 | $1,769.00 | $1,769.00 |
| **7** | Administrative Fees<br>Administrative and insurance fees | 1 | $200.00 | $200.00 |
| **8** | CSLB # 977408 DIR# PW-LR-1000874352<br>. | 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

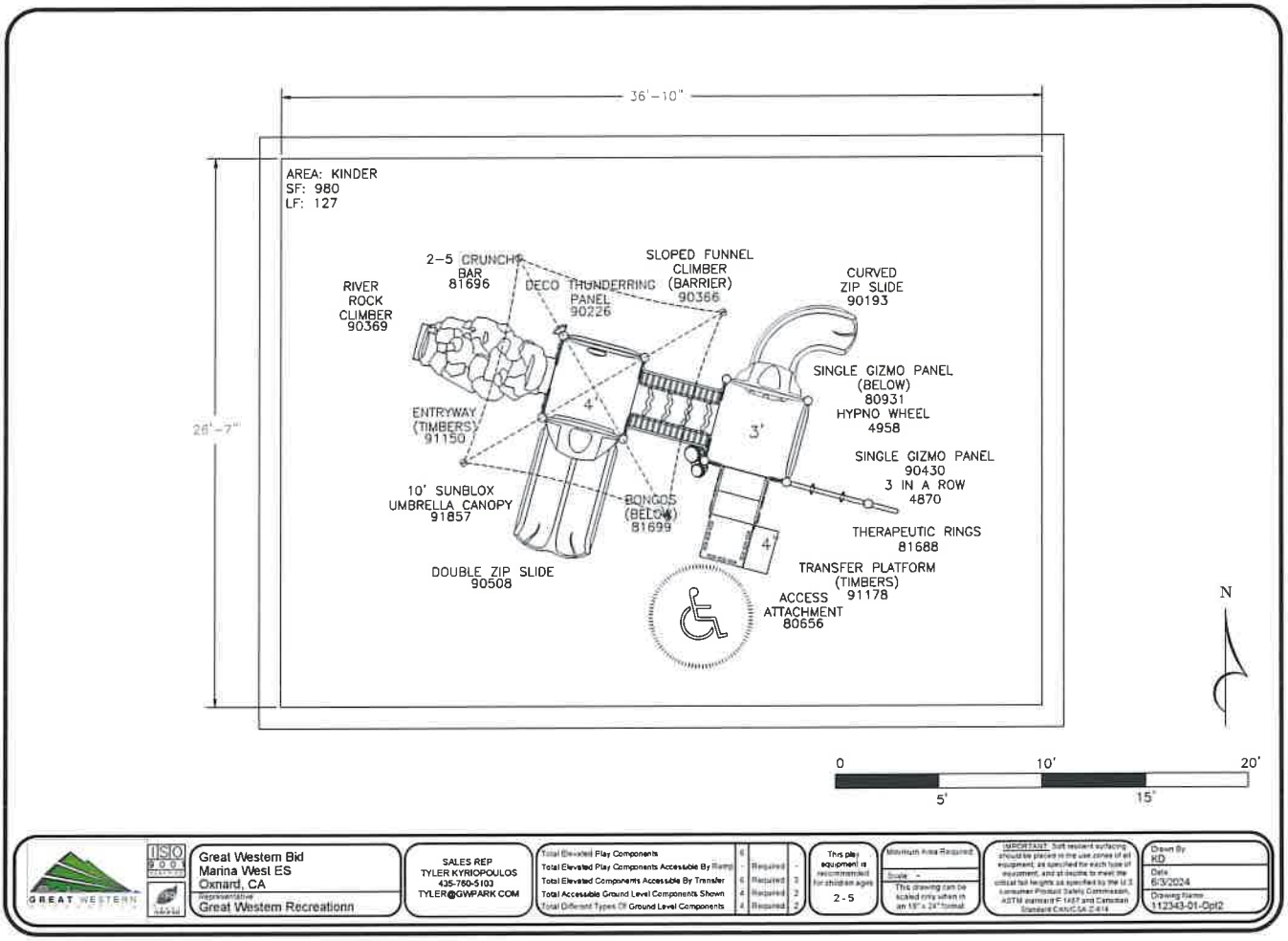
GREAT WESTERN RECREATION

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

ISO 9001 CERTIFIED

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 | 3 |
| 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-<br>Reference Drawing 112343-01-Opt2 | $39,974.00 | $30,746.85 | $30,746.85 |
| 999 | PIP | GT-Impax - 999 SF of PIP-<br>PIP<br>999 sf, 4' CFH<br>Quote includes a 1.5" cushion layer and a 0.5" wear layer<br>Includes a color mix of 50% Black and 50% Standard Color TBD<br>No Design<br>No TTA<br>Aromatic Binder<br>Prevailing Wages | $25.91 | $25.91 | $25,884.09 |
| 1 | INSTALL | Install - Installation of Gametimes Hidden Meadows discrete unit per plans.-<br>Includes intergrated shade and rebar cages for<br>shade post footings. Does not include temporary fencing,<br>unloading or receiving of play equipment, rebar cages<br>except for the ones note and safety surfacing. Trash and<br>spoils for play equipment installation is to be disposed of<br>onsite.<br>Prevailing Wages | $24,425.00 | $24,425.00 | $24,425.00 |
| 1 | INSTALL | Install - Construction of Substrate 4" of compacted aggregate 999 SF.-<br>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.

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RECREATION
Tyler Kyriopoulos
tyler@gwpark.com

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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



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.

Accepted By: _____ Date _____ Authorized By: _____ 

Acceptance of herein contained pricing incorporates this proposal with any subsequent contract for same.

606 Linden Ave., Carpinteria, CA 93013 – DIR#1000003428 – Lic.#494283 (C-10) – Phone: 805.684.1010 - Fax: 805.684.2260

January 1, 2024

Re: Equipment & Material delays due to current conditions

To Our Customers,

At Blum & Sons Electric, Inc, we are committed to pursuing the completion of our work in a safe, diligent, and reasonable manner during these challenging times. However, we must recognize that there is a strong likelihood we will encounter certain delays as, a result of this pandemic and subsequent "Supply Chain Issues".

As lockdowns have lifted, material demands have skyrocketed. Unfortunately, labor availability and global shortages of materials have combined further contributing to resultant extended lead times, low stock levels, delays in shipping, and cost increases.

Please consider this correspondence our formal notice of potential delay and price escalation in association with material and equipment purchases. Through no fault of our own, these material shortages and Supply Chain issues, are beyond our control, and have severely impacted our ability to supply critical materials. While the challenges brought on by the pandemic are not fully behind us, Blum & Sons Electric, Inc. remains completely committed to our customers' success. We understand that your success is our success, and we are passionate about placing our customers first, each and every day.

As always, the Blum & Sons Electric, Inc. Team appreciates your business.

**Sincerely,**



Josef W. Blum
CEO/CFO

606 Linden Avenue, Carpinteria, CA 93013 (805) 684-1010 Fax (805) 684-2260
Electrical Contracting License #494283 C-10

Accepted By: _____ Date _____ Authorized By: _____ 

Acceptance of herein contained pricing incorporates this proposal with any subsequent contract for same.

# Earthwork

| Bid Form | Bidders | Bid Status | Bid Amount | Notes |
|---|---|---|---|---|
| Earthwork & Grading | American Construction Group, Inc | Submitted | $1,214,508.00 | |
| Earthwork & Grading | Blois Construction, Inc. | Did Not Submitt | $0.00 | |
| Earthwork & Grading | Bob's Backhoe & Trucking | Did Not Submitt | $0.00 | |
| Earthwork & Grading | Butch Pope Engineering, Inc. | Did Not Submitt | $0.00 | |
| Earthwork & Grading | Damar Construction | Submitted | $456,900.00 | Apparent Low Bidder, Added 50k for additional rock and export |
| Earthwork & Grading | Howard Contracting, Inc. (no SD work | Did Not Submitt | $0.00 | |
| Earthwork & Grading | JJ Fisher Construction Inc. | Did Not Submitt | $0.00 | |
| Earthwork & Grading | JPR Land Development | Did Not Submitt | $0.00 | |
| Earthwork & Grading | Landmark Grading & Paving, Inc. dba | Will Not Bid | $0.00 | |
| Earthwork & Grading | Michael Bray Construction | Will Not Bid | $0.00 | |
| Earthwork & Grading | PAPICH CONSTRUCTION INC | Did Not Submitt | $0.00 | |
| Earthwork & Grading | Post Bros Construction Co. | Did Not Submitt | $0.00 | |
| Earthwork & Grading | The KYA Group | Did Not Submitt | $0.00 | |
| Earthwork & Grading | Toro Enterprises | Will Bid | $547,028.00 | |

General Engineering Contractor

DAMAR
CONSTRUCTION INC.

License#: 722632(A)
DIR#: 1000004663

October 25, 2024

Edwards Construction Group

Attn: Robert Perks

RE: Marina West ES
Earthwork Budget Proposal

Robert:

Damar Construction, Inc, is pleased to submit the following proposal for the above referenced project. Our scope of work is as follows:

**Scope of Work:**

1. Proposal is good for 30 calendar days.
2. Three moves to complete our scope of work.
3. Demo items 1-4, 6-9, and 11-16 only. All utilities (including irrigation) are to be removed by others. It is assumed that the existing play surface is on base, and not concrete.
4. Excavate and export excess soil generated by our operations only.
5. Overexcavate existing site soil to a depth of 7' below the bottom of the footings.
6. Supply and install two (2) flat layers of NX650 geogrid, and one (1) flat layer of 140N filter fabric, along with eighteen (18) inches of ¾" crushed rock at the bottom of the overexcavation beneath the building pads. Recompact existing site soil to establish finished pads.
7. Grade pads to +/- 0.10'. We will grade the pad once. Concrete contractor will need to regrade the pad after footings have been installed and prior to the placement of the rat slab.
8. Excavate and compact site per grading plan.
9. Pricing expressly excluded export of top 12" of subgrade and replacement of the 12" with "very low expansion" material. Lime treatment or cement treatment are also excluded. It is assumed all onsite soils are suitable for reuse in engineered and general fills.
10. Return to backfill exterior perimeter of building stem walls and establish subgrade for paved areas.
11. Return to establish subgrade for flatwork areas and rough in land areas. Land areas to be left at +/- 0.30' for amendments and fine grading by the landscape contractor.
12. See "Standard Exclusions" and "Escalation of Costs".

| | |
|---|---|
| **Mobilization:** | **$6,450.00** |
| **Demolition:** | **$143,100.00** |
| **Rough Grade:** | **$394,320.00** |
| **Fine Grade:** | **$56,130.00** |
| | Total= $600,000 |

If you should have any questions, please contact our office at (805) 654-8438.

Sincerely,
Damar Construction, Inc.

Jason Fiscalini
Estimator / Project Manager

24031-01

Enclosure

# Standard Exclusions

1. Surveying, engineering, design, bonds, permits, or fees.
2. As-builts or mapping of existing improvements or utilities, or adjustment of utilities (pre or post construction).
3. Costs for project training, meetings, drug testing, or fingerprinting.
4. Sawcutting, double sawcutting, coring or detaching.
5. Asphalt demo if it contains petromat, or like materials.
6. Demo or removal of light standards, bollard footings, signpost footings, fence post footings, or other miscellaneous items not specifically called out in the scope.
7. Tree removals, stump removals, tree trimming, root picking, or hand grading at drip lines.
8. Clearing & grubbing includes surface organics only. We exclude any/all organic material beneath the surface.
9. Waste management plans.
10. Abatement, refrigerant recovery, or handling/disposing of any hazardous materials for demolition work.
11. Phasing of work unless it is specifically addressed in scope.
12. Soils testing or additional work required by environmental specifications.
13. Structural excavation or backfill or backfill of interior walls or footings.
14. Overexcavation for retaining walls, screen walls, or other site features not specifically called out in scope above.
15. Backfill of retaining walls, waterproofing, or drain pockets.
16. Dewatering, "mucking", drying of materials, or pumping of nuisance water or ground water.
17. Notching or grading for thickened edges, concrete bands, curbs, mow strips, stairs, slab depressions, swales, or v-ditches. Any additional notching or excavating will need to be cut/cleaned up by the concrete contractor.
18. Grading, leveling, or removal of spoils for scaffolding.
19. Excavation to top of footing for walls or structures. Excavation will be made to subgrade.
20. Backfilling of sidewalks, flatwork, curbs, planters, paving, or other improvements.
21. Fine grade of landscape areas, or screening of soils for landscape use. Furnishing or placing of topsoil or amendments.
22. SWPPP implementation, monitoring, maintenance, or removal, including gravel entries and rattle plates.
23. Slot cutting, shoring, lagging, bracing, or underpinning.
24. Handling or disposing of hazardous materials.
25. Handling, disposing, or exporting of spoils generated by other trades.
26. Potholing, locating, relocating, abandoning, disconnecting or removal of utilities, cesspools, wells, septic tanks, or other buried objects.
27. Protection, support, shoring, bracing, or encasing of any existing utilities.
28. Tree or vegetation protection or fencing.
29. Cost of construction water. Adequate, developed water to be provided on-site.
30. Traffic control, signs, flagging, barricades, safety fencing or sweeping.
31. Regrading after improvements have been started by others.
32. Weed abatement or re-clearing due to the passing of time.
33. Regrading due to weather events or damage by others.
34. Grading around risers. All risers to be cut below subgrade elevations prior to fine grade beginning.
35. Dust control when we are not actively working onsite.
36. Stabilization of subgrade or replacement of unsuitable soils. It is assumed that onsite soil can be reused unless otherwise stated in scope. Damar is not responsible for the organic content of soil.
37. Soil sterilization or termite control.
38. Pre-saturation of subgrade for concrete slabs or other improvements.
39. Rock breaking or rock excavation that cannot be completed productively with the onsite equipment.
40. Screening/disposal of oversized materials. Screening, picking, or disposal of trash or deleterious materials.
41. Construction of, grading for, or removal of crane access or fire truck roads/ramps.
42. Air pollution plan, notification, or control.
43. Excavation or grading for detention basins, bio-remediation basins, vegetated swales, v-ditches, anchor trenches.
44. Supply or installation of piping, gravel, fabric, mulch, or bio media.
45. Importing of soil or compaction of soil imported by others.
46. Repair of damage by others.
47. Additional insurance requirements.
48. Off-site demolition or grading. Off-site is defined as anything outside the property line, and or anything out in a public street, sidewalk, alley, etc.
49. Mobilization costs ***do not*** include added costs for re-routing due to long term highway closures or re-routing. Additional costs will apply as necessary.

# ***Escalation of Costs:***

Notwithstanding any other provision in this Contract to the contrary, should Subcontractor's costs for labor, materials, supplies or equipment to complete the Work Subcontractor is obligated to perform pursuant to this Contract increase as a result of a Force Majeure event, as defined herein, Subcontractor shall be entitled to recover the difference between the amount Contractor actually pays and the cost Contractor used when preparing its bid for the Project as evidenced by vendor bids, purchase orders, rental agreements or labor estimates. Subcontractor's ability to recover additional amounts for increased costs, as provided in this provision, shall not preclude Subcontractor from recovering other costs resulting from delays to the critical path of the Project. For purposes of this provision, a Force Majeure event shall include the following:

A. Severe weather that precludes work on the Project;
B. Earthquakes in excess of magnitude 5.5 with an epicenter within 25 miles from the project site;
C. Floods, tidal waves or wildfires;
D. Government order, regulation or statute stopping work at the project site;
E. Pandemics or Epidemics;
F. War;
G. Terrorist events as determined by the United States Government;
H. Riots or civil unrest that preclude work on the Project;
I. Software hacking or malware, including loss of access to the internet cloud;
J. Labor strikes;
K. Quotas, tariffs, rationing, hoarding, scarcity, or environmental concerns affecting the ability of Contractor to procure materials or equipment for the Project; and
L. Loss of access to materials from a single source where no substitute is available and early purchase of materials was not possible.

GENERAL ENGINEERING CONTRACTORS

# Proposal and Contract

**Toro Enterprises, Inc.**
P.O. Box 6285
Oxnard, CA. 93031
P: 805-483-4515
F: 805-483-2001

10/31/2024

www.toroenterprises.com
**License No. 710580 A**
CA DIR #1000002410
Toro Enterprises, Inc. Is an
Equal Opportunity Employer

QUOTE MARINA WEST ES - GRADING #14810

TO EDWARDS CONSTRUCTION GROUP

| Client # | Description | Quantity | U/M | Unit Price | Ext Price |
|---|---|---|---|---|---|
| **BASE BID** | | | | | |
| 1 | MOBILIZATION | 1.000 | EA | $11,100.00 | $11,100.00 |
| 2 | PROJECT MANAGEMENT / SUPERVISION / GPS GRADING MODEL | 1.000 | LS | $13,400.00 | $13,400.00 |
| 3 | EXCAVATION / OVER EX | 7,985.000 | CY | $ 8.60 | $68,671.00 |
| 4 | GEOGRID INSTALLATION PER SOILS REPORT | 3,755.000 | TN | $ 92.70 | $348,088.50 |
| 5 | FINISH BUILDING PADS TO +/- .10' | 14,445.000 | SF | $ 0.40 | $5,778.00 |
| 6 | ROUGH GRADE REMAINING SITE TO +/- .20' | 20,035.000 | SF | $ 0.75 | $15,026.25 |
| 7 | LOAD & HAUL EXPORT (10CY PER LOAD) PAY ITEM IS NOT LUMP SUM AND WILL BE PAID BY THE LOAD | 96.000 | LD | $ 373.00 | $35,808.00 |
| | | | | **BASE BID TOTAL** | **$497,871.75** |
| **ALTERNATES** | | | | | |
| 8 | DEMOLITION OF EXISTING ASPHALT, CONCRETE FLATWORK | 1.000 | LS | $57,600.00 | $57,600.00 |

| | | | | | |
|---|---|---|---|---|---|
| | & VEGETATION (EXCLUDES STRUCTURAL DEMO / BUILDING RELOCATION) | | | | |
| 9 | LIME TREAT FLATWORK SUBGRADE (12" DEPTH @ 3% LIME) QUALIFICATION ONLY | 13,100.000 | SF | $ 4.30 | $56,330.00 |
| 10 | RIP & DRY OVER OPTIMUM MATERIAL (DAILY RATE) | 1.000 | DY | $3,850.00 | $3,850.00 |
| | | | | **Grand Total:** | **$615,651.75** |

**ESTIMATOR: MATT WHITE**

**Date:**_____ **Accepted By:**_____

## STANDARD CONDITIONS

1. THE ABOVE PRICES EXPIRE ON 6/1/2025
2. THE ABOVE PROPOSAL IS BASED ON CIVIL PLANS DATED 6-17-24 (ECG).
3. ALL PROPOSALS MUST BE SIGNED AND RETURNED WITHIN 30 DAYS OF BID IN ORDER TO SECURE MATERIAL PRICES AND AVAILABILITY.
4. THE ABOVE PRICE IS BASED ON 1 MOVE IN. COST FOR ADDITIONAL MOVES ARE $8,500.00 EACH
5. **THE EXPORT LINE ITEM IS NOT LUMP SUM AND WILL BE PAID BY THE LOAD SUPPORTED BY TRUCKING TICKETS.**
6. **THE GEOGRID LINE ITEM IS NOT LUMP SUM AND WILL BE PAID BY THE TON SUPPORTED BY WEIGHT TICKETS.**
7. GENERAL CONTRACTOR TO PROVIDED SANITATION UNIT AND CONSTRUCTION WATER.
8. PRICES ARE SUBJECT TO CHANGE IF THERE ARE ANY VARIATIONS TO THE ABOVE QUALIFIED STRUCTURAL SECTIONS AND FINISH.
9. PRICING IS FOR ONLY THE ITEMS OUTLINED ABOVE. IT SHOULD NOT BE INFERED THAT ANY OTHER ITEMS SHOWN ON THE PLANS IS INCLUDED IN OUR SCOPE OF WORK.
10. THIS PROPOSAL AND TERMS MUST BE ACCEPTED AS PART OF THE CONTRACT AND SO SPECIFIED IF A SPECIAL CONTRACT FORM IS USED.
11. FOUR WEEK ADVANCE NOTICE IS REQUIRED FOR SCHEDUELING.
12. IF ROCK OR ANY OTHER UNSUITABLE MATERIAL IS ENCOUNTERED IT WILL BE PAID ON A TIME AND MATERIAL BASIS.
13. REMOVAL OR HANDLING OF WET OR UNSUITABLE MATERIAL WILL BE PAID FOR ON A TIME AND MATERIAL BASIS.
14. TERMS OF PAYMENT: 95% 30 DAYS. 5% RETENTION WITHIN 30 DAYS OF COMPLETION.
15. THE ABOVE BID IS NOT DIVISIBLE. ALL ITEMS IN THIS QUOTATION MUST BE ACCEPTED FOR THE PRICES SET FORTH ABOVE TO BE EFFECTIVE.
16. ENGINEERING COMPACTION TEST, CONCRETE TESTING, & SUFFICIENT CONCRETE STAKING, INCLUDING A SET OF CURB AND GUTTER AND CROSSGUTTER STAKES TO BE PROVIDED BY OTHERS.
17. THE ABOVE QUANTITIES AND UNIT PRICES ARE SUBJECT TO CHANGE WHEN FINAL PLANS HAVE APPROVED AND SUBMITTED TO TORO ENTERPRISES, INC.
18. TORO ENTERPRISES, INC. IS NOT RESPONSIBLE FOR DAMAGE TO CONCRETE AND/OR UTILITIES CAUSED BY OTHERS.
19. TIME AND MATERIAL (RENTAL) IF REQUIRED TO BE PAID IN FULL MONTHLY, WITH NO RETENTION HELD.
20. IF QUANTITIES DECREASE MORE THAN 15%, UNIT PRICES ARE SUBJECT TO CHANGE.

## STANDARD EXCLUSIONS

1. TRAFFIC CONTROL, TRAFFIC CONTROL PLAN, CONSTRUCTION SIGNS, POSTING.
2. ENGINEERING, TESTING, PERMITS, BONDS, SURVEY STAKING, SPECIAL INSURANCE.
3. **REMOVAL/REPLACEMENT/RELOCATION OF WATER METER BOXES/VALVES/UTILITIES**

4. IMPORT
5. **DEMOLITION OF EXISTING BUILDING AND/OR RELOCATION.**
6. REMOVAL OF EXISTING UTILITIES.
7. REMOVAL OR HANDLING OF HAZARDOUS, TOXIC AND LEAD MATERIALS IS EXCLUDED.
8. STORM WATER POLLUTION CONTROL PLAN OR IMPLEMENTION.
9. COMPACTION TESTING
10. LIQUIDATED DAMAGES
11. FINE GRADING FOR IMPROVEMENT WORK.
12. EROSION CONTROL
13. UNLESS SPECIFICALLY STATED ELSEWHERE, CLEANUP OF SPOILS CAUSED BY "OTHERS" IS EXCLUDED.
14. DEWATERING
15. LANDSCAPE RESTORATION
16. IRRIGATION RELOCATION
17. INSTALLATION AND/OR RELOCATION AND/OR HANDLING OF TEMPORARY AND/OR PERMANENT FENCING OF ANY KIND. IN CASE OF ANY FENCING WORK DIRECTED BY OWNER OR GC, SUCH WORK WILL BE CONSIDERED AS EXTRA WORK, AND TORO SHALL BE PAID FOR IT ON T&M BASIS.

**Fuel & Lubricants Price Escalation:**

Prices in Toro's bid for projects with high fuel & lubricants consumption (i.e. including but not limited to grading jobs) are based substantially on fuel & lubricants prices that were in effect on the date of Toro's final bid (**Base Price**). Due to extreme volatility in fuel & lubricants market, project Owner and/or General Contractor concur that by entering into Subcontract Agreement with Toro in this project, project Owner and/or General Contractor agree to reimburse Toro for fuel & lubricants price escalation that occurred during the life of this project as stipulated herein:

- The contractual base prices for fuel & lubricants are the prices that were in effect on the date of Toro's final bid (**Base Price**).
- Toro shall absorb the initial 10% percent increase in fuel & lubricants prices above the **Base Price**.
- Project Owner and/or General Contractor agree to reimburse Toro for fuel & lubricants price increase that exceeds the initial 10%.
- Reimbursement for fuel & lubricants price increase shall not include any markup for overhead and profit.
- The burden of proof to demonstrate fuel & lubricants price increase shall rest solely on Toro, and it shall consist of proving documented difference between fuel & lubricants prices on final bid date (**Base Price**) vs. prices at any given date during the life of the project, in which the price exceeds the **Base Price** plus 10%.
- Calculations of fuel & lubricants price increase shall be prepared and submitted by Toro to project Owner and/or General Contractor at the end of each month. Upon review and approval, project Owner and/or General Contractor shall issue an Add Change Order to reimburse Toro for the monthly increase in fuel & lubricants price.

***Important Bid Note:***

A. ***Prices in Toro's bid for this project are based in part on labor and materials cost that were in effect on the date of Toro's final bid. Due to dynamic market conditions, labor & materials cost are expected to rise during the life of this project. Therefore, by entering into Contract with Toro, project Owner and/or GC agree to pay Toro for price escalation in labor and/or materials, for escalation that occurs between Toro's final bid date and final completion of the project. In such cases, the burden of proof to demonstrate escalated cost of labor and/or materials rests solely on Toro, and it shall consist of proving documented difference between labor and/or materials prices on final bid date vs. prices at any given date during the life of the project. Payment to Toro for escalated prices of labor and/or materials shall be limited to actual proven cost increase, without any markup.***

B. ***In case that actual number of Mobilizations per specific discipline and/or phase exceed the number stipulated in Toro's Bid, then each additional mobilization for such discipline and/or phase shall be paid to Toro as an extra at unit price stipulated in the Bid. One continued operation per period in specific discipline and/or phase counts for one mobilization in that discipline and/or phase.***

# BID PROPOSAL
# FINEGRADE/BASE

AMERICAN CONSTRUCTION GROUP
(818) 926-5697 License No. 1067717 A-C8-C21-Haz

**Attn: Ms. Jessica Gregory**
Edwards Construction Group (Edwards or Client)
991 Bennett Avenue
Arroyo Grande, CA 93420
(805) 335-1161

Proposal No. 24169A
October 4, 2024

transmitted via email: jg@edwardscongroup.com

**PROJECT: Oxnard School District – Marnina West Elementary School New Modular Classroom Buildings located at 2501 Carob Street in Oxnard, CA 93035**

## PROPOSED SCOPE OF WORK

American Construction Group, Incorporated (ACG) proposes to provide the following construction services:

***Mobilization:***

1. Provide the following mobilization activities:
   a. Provide material submittals.
   b. Attend a pre-construction kick-off meeting and progress meetings as necessary with project stakeholders.
   c. Mobilize/demobilize equipment, material, and trained personnel.
   d. Provide dust control and general housekeeping for American Construction Group's (ACG) scope of work.
   e. Mark/call for DigAlert and perform underground utility survey under demo and earthwork disturbed areas.
   f. Includes 3 days of potholing with hydrovac truck. Any rerouting of utilities to accommodate excavation is not included.
   g. Construction fencing is not included.

***SWPPP:***

2. Furnish/install the following SWPPP Items:
   a. Gravel bag barriers and inlet protection. ACG to maintain only while onsite. **Client to maintain while ACG is offsite.**
   **b. Construction Entrance, SWPPP plans, inspections, weather/rain prep/repair, reporting is not included.**

***Earthwork (Assumes subgrade is existing to 6" of design):***

3. Grade/place base/backfill for the following items:
   a. Swales (v gutter), parking lot concrete subgrade, curbs, trash enclosure, pedestrian walk, landscape/play surface area, asphalt play areas/walkways.
   **b. Excludes excavation/backfill of trenches for utilities.**
4. Furnish/Place 6"" base under asphalt.
5. Grade for building slab and excavate for Building Footings. **Assumes no utilities other than drains are under the building footprint. Relocation of utilities is not included.**

## PRICING AND SCHEDULE

| Bid Item | Desription | Quantity | UM | Unit Price | Amount |
|---|---|---|---|---|---|
| 1 | Earthwork Mobe | 1 | LS | $ 11,500.00 | $ 11,500.00 |
| 2 | ☒renching | 1 | LS | $ 97,735.00 | $ 97,735.00 |
| 3 | Grading for Hardscape/Landscape | 1 | LS | $ 133,600.00 | $ 133,600.00 |
| 4 | 6" Base for Sitework | 8,475 | SF | $ 6.50 | $ 55,087.50 |
| 5 | Building Slabs Grading and Foundation Exc | 1 | LS | $ 105,000.00 | $ 105,000.00 |
| | | | | **Subtotal** | **$ 402,922.50** |
| | | | | **P&P Bond (3%)** | **$ 12,087.68** |
| | | | | **Total** | **$ 415,010.18** |

***Estimated Project Duration***: approximately **42 working days** (plus other trades, selected options if any, cure time, and agency/owner inspections) to complete the base bid scope of work described above.

## NOTES/ASSUMPTIONS/CONDITIONS

1. This proposal is based on the partial plans and specifications for Oxnard School District – Marnina West Elementary School New Modular Classroom Buildings.
2. Work will be done in up to 2 mobilizations.
3. Permits, bonds, builders risk insurance, fees and other professional services are not included. **P&P bonding rate is 3% and should be added to price if needed.**
4. Proposal is based on 8-hour standard shifts, Monday through Friday, between 6:00AM and 5:00PM.
5. Sanitary facilities to be provided by Client for ACG use.
6. **Embedded items (including grating, anchor bolts, railings, posts, wear plates, etc.) are not included unless specifically listed as an ACG furnished material in the scope section above.**
7. Traffic control, demolition, surface preparation, excavation, over-excavation, dewatering, shoring, crushed base installation for paving, backfill around concrete, drilling, asphalt patching/paving/grading, temporary fence, pipe slab penetration sealing, grouting, concrete wet curing, waterproofing, epoxy coated rebar, coring, painting/coating/sealing, coating removal, fence post concrete/rebar, grounding/bonding and vapor barriers/systems are not included unless specifically included in the scope section above.
8. **All other tasks, items of work, and/or bid items are excluded unless specifically included in this proposal.**
9. Client to provide properly compacted subgrade to +/-1/2" tolerance to plan subgrade.
10. Completed concrete to be protected by others after ACG demobilizes.
11. ACG is not responsible for damages to walls or concrete due to settlement or earth movement.
12. QA/QC testing (compaction/concrete/etc.), deputy inspections, trial batching, and survey (including as-builts) is not included.
13. Water source (water truck, hose bib, 2" hydrant connection) is available to ACG at no cost w/in 200' of our work.
14. SWPPP development, implementation, and reporting is excluded unless specifically included in scope section above.
15. Level D PPE is included (additional PPE levels are available at an additional charge).
16. Assumes 40-hour HAZWOPER training certs and/or Owner/Client site-specific safety or other badging/training are not required (if required, training time will be billed on a time and material basis).
17. No retention to be withheld from progress payments unless required by Owner's Prime Contract.
18. No Liquidated Damages shall be assessed unless a schedule is expressly agreed upon by ACG in writing at the time of contract execution.
19. This proposal shall be included in the contract as a superseding amendment to the contract scope section.
20. All prices are contingent upon a mutually agreed working schedule, contract terms, and insurance requirements at the time that the contract is executed.
21. **Pricing is valid for 30 days.**
22. ACG is a certified Small Business Enterprise (SBE) and a Veteran-Owned Small Business (VOSB). California DGS Certification ID 2021041, DIR #PW-LR-1000751993.

Thank you for the opportunity to submit this proposal. If you have any questions or comments, please feel free to contact me at (818) 926-5697.

Respectfully,

Justin L. Gough
Vice President
AMERICAN CONSTRUCTION GROUP

# Bid Proposal
# OX/Mass Grading

AMERICAN CONSTRUCTION GROUP
(818) 926-5697 License No. 1067717 A-C8-C21-Haz

**Attn: Ms. Jessica Gregory**
Edwards Construction Group (Edwards or Client)
991 Bennett Avenue
Arroyo Grande, CA 93420
(805) 335-1161

Proposal No. 24169CR1
October 8, 2024

transmitted via email: jg@edwardscongroup.com

**PROJECT: Oxnard School District – Marnina West Elementary School New Modular Classroom Buildings located at 2501 Carob Street in Oxnard, CA 93035**

## PROPOSED SCOPE OF WORK

American Construction Group, Incorporated (ACG) is providing this over-excavation and mass grading proposal based on the plans and specifications, the UES Preliminary Geotechnical Engineering Investigation and Geologic Hazards Evaluation Report dated January 31, 2024, and the email received 10/8/2024 from Brad Edwards allowing re-use of onsite soil.

***Over-Excavation/Mass Grading:***

1. Mobilization: Provide the following mobilization activities:
   a. Provide material submittals.
   b. Attend a pre-construction kick-off meeting and progress meetings as necessary with project stakeholders.
   c. Mobilize/demobilize equipment, material, and trained personnel.
   d. Provide dust control and general housekeeping for American Construction Group's (ACG) scope of work.
   e. Mark/call for DigAlert and perform underground utility survey under demo and earthwork disturbed areas.
   f. Includes 3 days of potholing with hydrovac truck. Any rerouting of utilities to accommodate excavation is not included.
   g. Construction fencing is not included.
2. Excavate up to 10,000 CY under the classroom building per Notes on Sheet AA1.03 and C3.02 (up to and 18" under asphalt/concrete walks/pavement and stockpile onsite for reuse. Price is based on 1,250 CY per day minimum.
   a. **Dewatering, drying of wet soil, and any shoring required is not included.** Assumes sloping/benching is achievable as stated on Sheet C1.02 Grading Notes, "all cut slopes shall be investigated both during and after grading by an engineering Geologist to determine if any slope stability problem exists should excavation disclose any Geological hazards or potential geological hazards. The engineering geologist shall recommend necessary treatment to the construction manager for approval."
3. Place and compact up to 9,500 CY of onsite stockpiled soil and make pad grade (bottom of slurry slab or surrounding asphalt/concrete subgrade). Based on 600 CY per day minimum.
4. Export up to 3,700 tons of soil to a licensed facility. Based on minimum 533 TN exported per day. **If saturated, add additional $29 per ton.**

***Alternate Pricing – Geogrid and Rock:***

1. Furnish/place a 2' thick section of 3" minus rock, up to 2,600 tons, with two layers of Tensar 1200 biaxial geogrid and two layers of filter fabric

## PRICING AND SCHEDULE

***Estimated Project Duration***: approximately **45 working days** (plus other trades, selected options if any, cure time, and agency/owner inspections) to complete the base bid scope of work described above.

| Bid Item | Desription | Quantity | UM | Unit Price | Amount |
|---|---|---|---|---|---|
| 1 | Earthwork Mobe | 1 | LS | $ 58,000.00 | $ 58,000.00 |
| 2 | Excavation | 10,000 | CY | $ 9.30 | $ 93,000.00 |
| 3 | Recompact and Make Subgrade | 9,500 | CY | $ 23.00 | $ 241,000.00 |
| 4 | Export | 3,700 | TN | $ 43.00 | $ 159,100.00 |
| Alt 1 | Geogrid and 2' Rock Layer | 20,000 | SF | $ 16.00 | $ 320,000.00 |
| | | | | **Subtotal** | **$ 871,100.00** |
| | | | | **P&P Bond (3%)** | **$ 26,133.00** |
| | | | | **Total** | **$ 897,233.00** |

# NOTES/ASSUMPTIONS/CONDITIONS

1. This proposal is based on the plans and specifications for Oxnard School District – Marnina West Elementary School New Modular Classroom Buildings.
2. Work will be done in up to 1 mobilization.
3. Permits, bonds, builders risk insurance, fees and other professional services are not included. **P&P bonding rate is 3% and should be added to price if needed.**
4. Proposal is based on 8-hour standard shifts, Monday through Friday, between 6:00AM and 5:00PM.
5. Sanitary facilities to be provided by Client for ACG use.
6. **Embedded items (including grating, anchor bolts, railings, posts, wear plates, etc.) are not included unless specifically listed as an ACG furnished material in the scope section above.**
7. Traffic control, demolition, dewatering, shoring, drying of material, crushed base installation for paving, backfill around concrete, drilling, asphalt patching/paving/grading, temporary fence, and vapor barriers/systems are not included unless specifically included in the scope section above.
8. **All other tasks, items of work, and/or bid items are excluded unless specifically included in this proposal.**
9. Completed concrete to be protected by others after ACG demobilizes.
10. QA/QC testing (compaction/concrete/etc.), deputy inspections, trial batching, and survey (including as-builts) is not included.
11. Water source (water truck, hose bib, 2" hydrant connection) is available to ACG at no cost w/in 200' of our work.
12. SWPPP development, implementation, and reporting is excluded unless specifically included in scope section above.
13. Level D PPE is included (additional PPE levels are available at an additional charge).
14. Assumes 40-hour HAZWOPER training certs and/or Owner/Client site-specific safety or other badging/training are not required (if required, training time will be billed on a time and material basis).
15. No retention to be withheld from progress payments unless required by Owner's Prime Contract.
16. No Liquidated Damages shall be assessed unless a schedule is expressly agreed upon by ACG in writing at the time of contract execution.
17. This proposal shall be included in the contract as a superseding amendment to the contract scope section.
18. All prices are contingent upon a mutually agreed working schedule, contract terms, and insurance requirements at the time that the contract is executed.
19. **Pricing is valid for 30 days.**
20. ACG is a certified Small Business Enterprise (SBE) and a Veteran-Owned Small Business (VOSB). California DGS Certification ID 2021041, DIR #PW-LR-1000751993.

Thank you for the opportunity to submit this proposal. If you have any questions or comments, please feel free to contact me at (818) 926-5697.

Respectfully,

Justin L. Gough
Vice President

AMERICAN CONSTRUCTION GROUP

# Site Concrete

| Bid Form | Bidders | Bid Status | Bid Amount | Notes |
|---|---|---|---|---|
| Site Concrete | DLR & Associates | Submitted | $197,300.00 | Apparent Low Bidder |
| Site Concrete | DJS Contracting | Submitted | $197,500.00 | |
| Site Concrete | Toro Enterprises | Submitted | $254,056.00 | |
| Site Concrete | Santa Clarita Concrete | Submitted | $1,077,850.00 | Includes Foundations |
| Site Concrete | American Construction Group | Submitted | $764,855.00 | Includes Foundations, Missing Site Concrete Items |

DLR Associates DIR # PW-LR-1000924303 LIC # 1092044
1737 E Washington Blvd. Ste 2
Pasadena, CA 91104

DLR Associates
Concrete | Masonry

# Estimate 55624

ADDRESS
EDWARDS CONSTRUCTION GROUP

| DATE | TOTAL |
|---|---|
| 10/18/2024 | $197,300.00 |

SALES REP
RICARDO BARAJAS

| ACTIVITY | DESCRIPTION | RATE | AMOUNT |
|---|---|---|---|
| SITE CONCRETE | Marina West Oxnard LLB (PREVAILIN WAGE) | 197,300.00 | 197,300.00T |
| | SITE CONCRETE LABOR AND MATERIAL SCOPE OF WORK $ 197,300.00<br><br>1) PREP, FORM AND POUR 4,460SF OF 4" CONCRETE SIDEWALK<br>2) PREP, FORM AND POUR 183LF OF CONCRETE 6" CURB<br>3) PREP, FORM AND POUR 168LF OF CONCRETE GUTTER<br>4) DEEPENED EDGE CONCRETE<br>5) 225LF OF FLUSH CONCRETE CURB<br>6) 15LF OF CONCRETE FLUME<br>7) INSTALL TRUNCATED DOMES<br>8) PREP, FORM AND POUR 162SF OF 6" CONCRETE VEHICULAR<br>9) PRPE, FORM AND POUR 56LF OF CONCRETE TURF HEADER<br>10) MANPOWER<br>11) EQUIPMENT<br>12) PREVAILING WAGE<br>13) SITE SUPERVISION<br><br>*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.

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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<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY X PRO-JECT LOC<br>OTHER: | X | Y | CO-0T843250-TCT-22 | 7/1/2023 | 7/1/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Electronic Data Liability | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | X | Y | BA-0T848301-22-26-G | 7/1/2023 | 7/1/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Medical payments | $ 1,000,000<br>$<br>$<br>$<br>$ 5,000 |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | CUP-0T849346-22-26 | 7/1/2023 | 7/1/2024 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ 10,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | Y | UB-9N981098 | 7/1/2023 | 7/1/2024 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | RENTED/LEASED EQUIPMENT | | | QT 630 1T210340 TIL 22 | 7/1/2023 | 7/1/2024 | LIMIT/DED | $500,000/1,000 |
| C | POLLUTION LIABILITY | | | CSP4279393 | 6/24/2023 | 6/24/2024 | LIMIT OCC/AGG | $1M/$2M |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Oxnard School District its Officers, Agents, Directors, Employees, and/or Volunteers are named Additional Insured per attached endorsements on a primary and non-contributory basis. Waiver of subrogation applies.
30 day cancellation notice.
RE: Agreement #23-237
Marina West Elementary School
2501 Carob St, Oxnard, CA 93035

**CERTIFICATE HOLDER**
Oxnard School District
1051 South A Street
Oxnard, CA 93030

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
Dan Lillard/FRMARI

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# ADDITIONAL COVERAGES

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Uninsured/Underinsured Motorist BI | UMUIM | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 1,000,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Crisis Management Service | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 50,000 | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Schedule rate adjustment | SRA | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | -$36,084.00 |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Premium discount | PDIS | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | -$8,394.00 |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Expense constant | EXCNT | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | $160.00 |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| 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:** January 14, 2026

**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: January 15, 2026 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.

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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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# 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

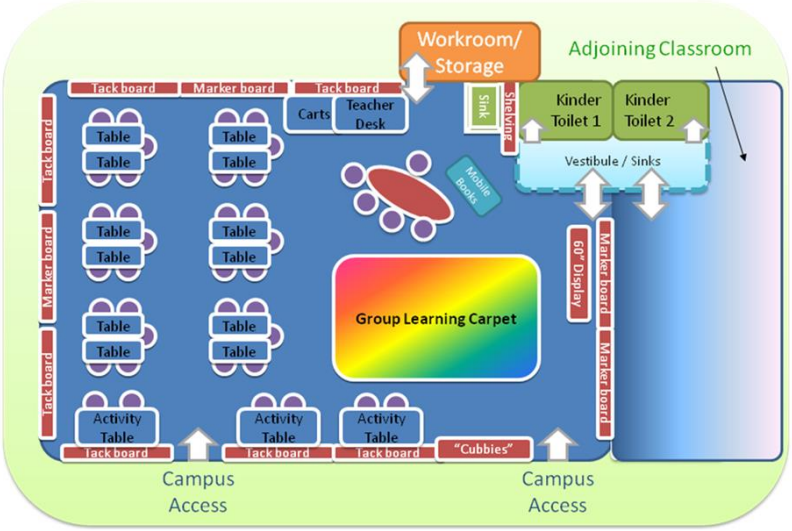
Pursuant to the Board-approved Educational Specifications in the Master Construct and Implementation Plan, kindergarten classrooms will each be 1,100 square feet, not including 150 square feet of work/storage space, and 100 square feet of restrooms, for a total area of 1,350 square feet each. The best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



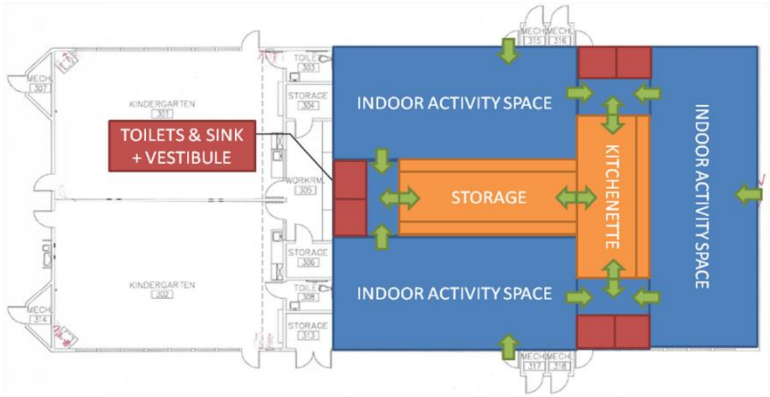

This particular day, the children are using their 1:1 device to take pictures of a drawing they and their peers did earlier in the week, then sequencing their pictures to tell a story, and finally writing the story using one of the apps on the handheld device. At another station, the handheld devices 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.

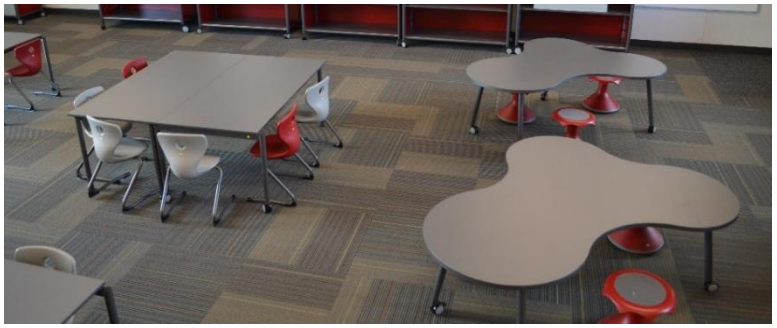
The teacher has a desk off to the side and at the back of the classroom. There is a 4-drawer filing cabinet and a laptop computer. The bathroom is accessible from the classroom so that the young children do not need to leave the classroom to use the restroom. The bathroom is divided into two parts: a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

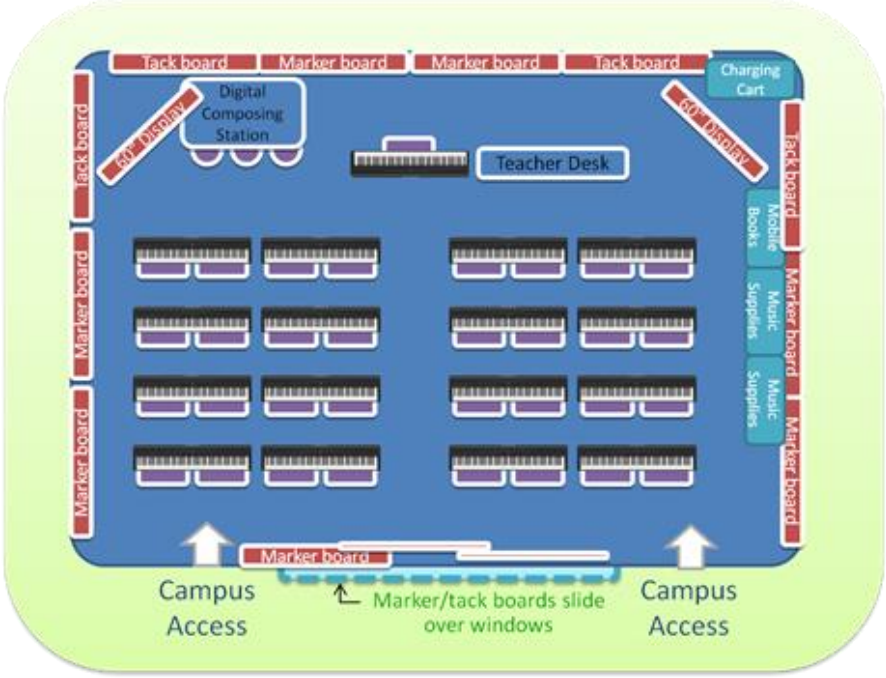
# PIANO KEYBOARD LAB: Vision & Specifications

## 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 4$^{th}$ and 5$^{th}$ 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.

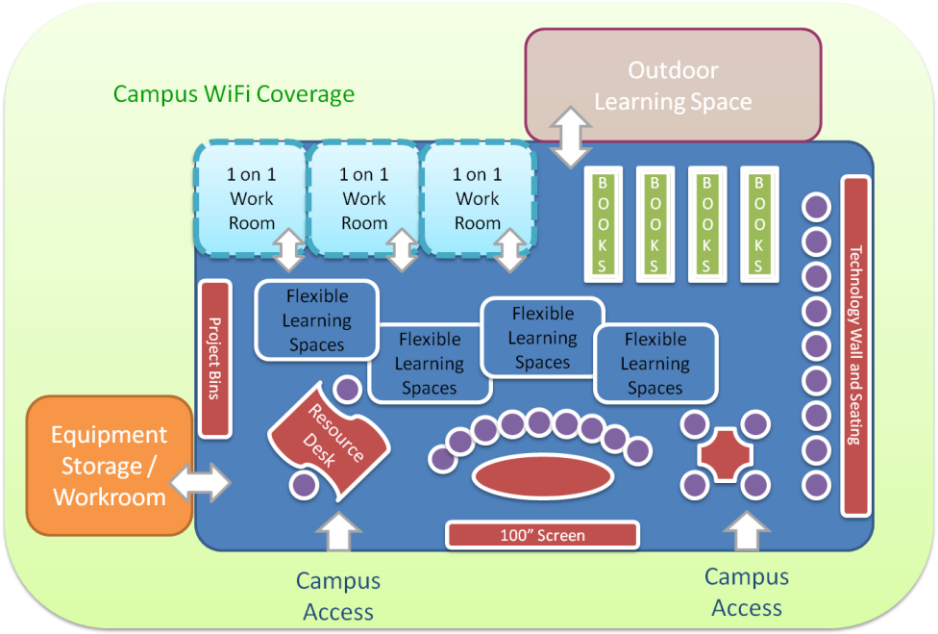
As such, a thorough understanding of the functions performed in these spaces is critical so that the form can adequately follow. Much of the functionality in the new learning labs is achieved through innovative choices on furniture, fixtures, and equipment). As the "essence" of the project, these FF&E 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

# EXHIBIT "B"
## ARCHITECT'S BASIS OF DESIGN

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**IBI Group**
315 W. 9th Street, Suite 600
Los Angeles, CA 90015

**tel** 213-769-0011
**fax** 213-769-0016
**web** www.ibigroup.com

September 13, 2019

**Oxnard School District**
1051 S. A Street
Oxnard, CA 93030

**Attn: Jordan Miles, CFW**

**Re: Request for Proposals for Architectural Services**
**Modernization of McAuliffe and Ritchen Elementary Schools**

Dear Mr. Miles,

Thank you for the opportunity to share our ideas for the modernization of McAuliffe and Ritchen Elementary Schools as the Oxnard School District seeks to better serve the future of their community with the development 21st century learning environments. IBI Group has an extensive track record of working with school districts across the state of California spanning the past 40+ years. For 30+ years we have successfully collaborated with the Oxnard School to improve the educational environments for the benefit of the students and the community. We have completed numerous construction projects ranging from modernizations to new ground up facilities; and we look forward to the challenge of **redefining the learning environments at McAuliffe and Ritchen Elementary Schools** to better prepare their students to meet the challenges of today's educational environment.

We look forward to working with the district as you seek to develop unique learning environments that promotes the next generation of learning; which will further augment the strand-focused STEAM classroom and maker space at McAuliffe Elementary and the academic focus of science and technology at Ritchen Elementary. Assisting the district in achieving their vision, we will re-envision the existing facilities 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.

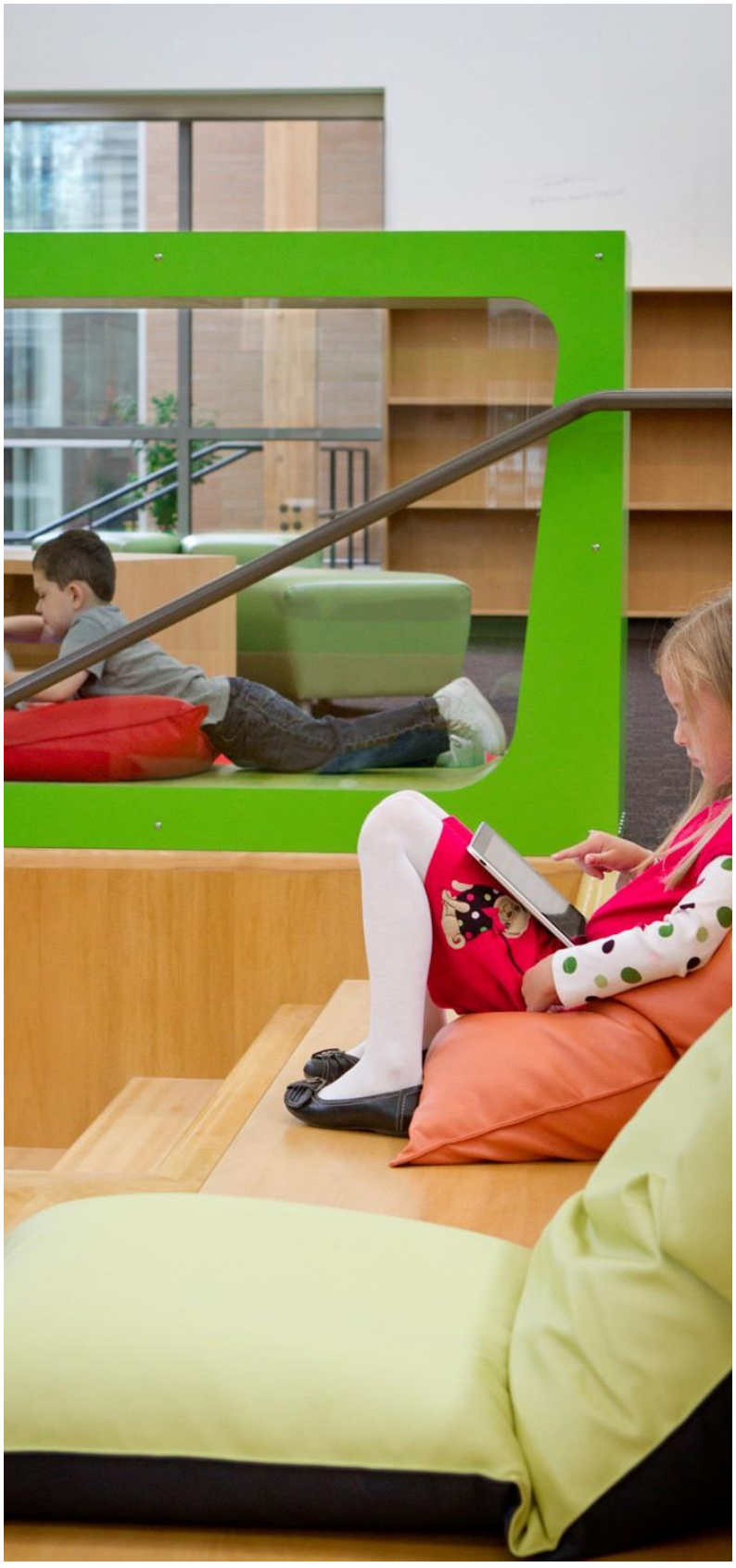
To successfully achieve the goals of this scope of work, IBI group has assembled a highly qualified team of design professionals, each specifically selected based on their relevant project experience in the planning, design and construction of spaces similar those present at both McAuliffe and Ritchen 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.



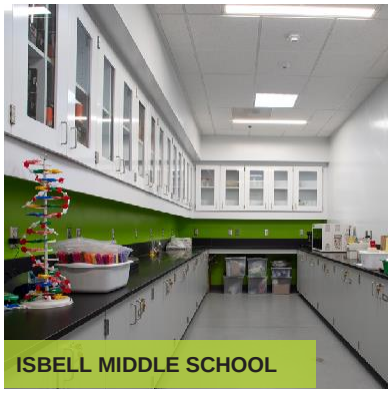

## Modernizations on Existing Campuses

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**

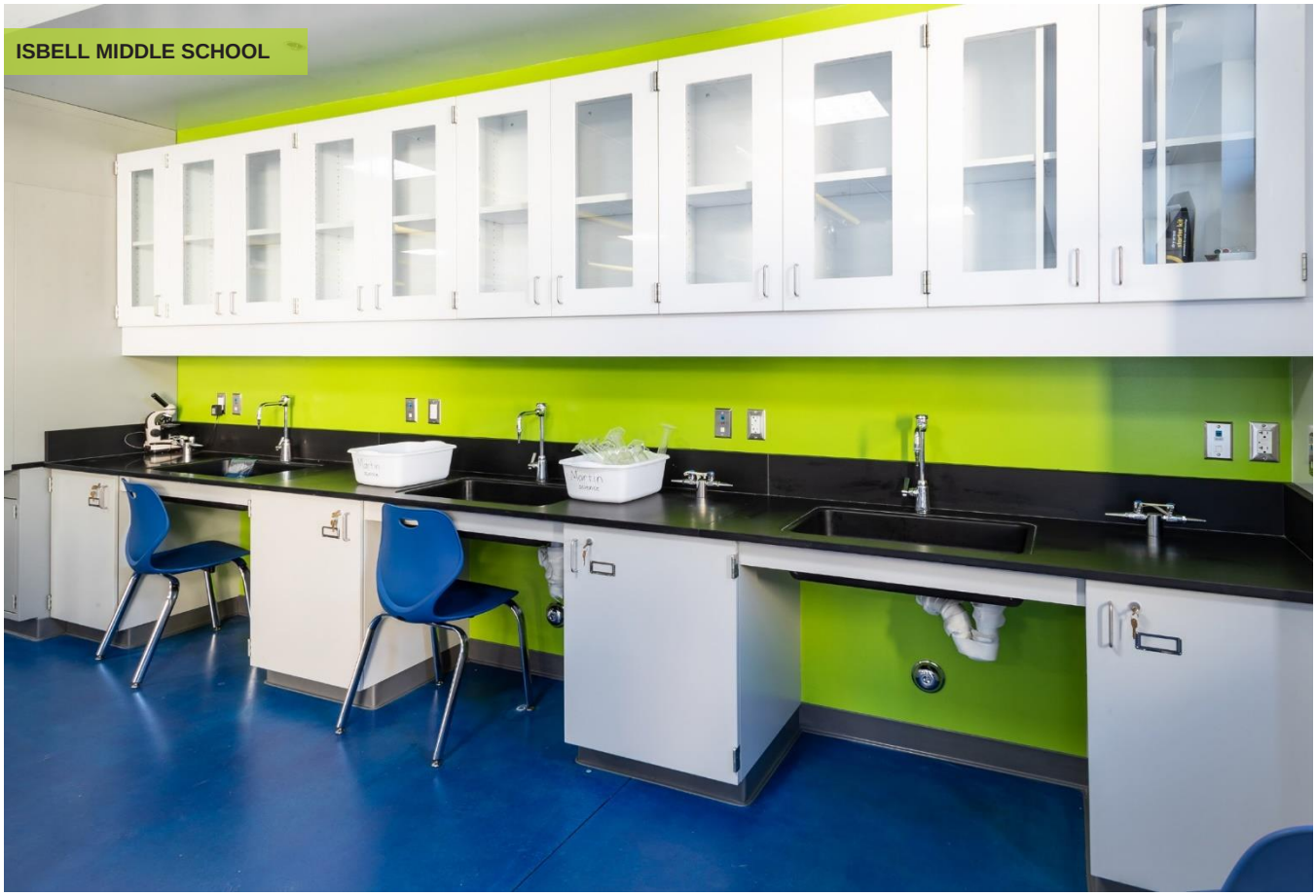


**CURTNER ELEMENTARY SCHOOL**

## Partial List for Elementary School Renovations in the Last Five Years

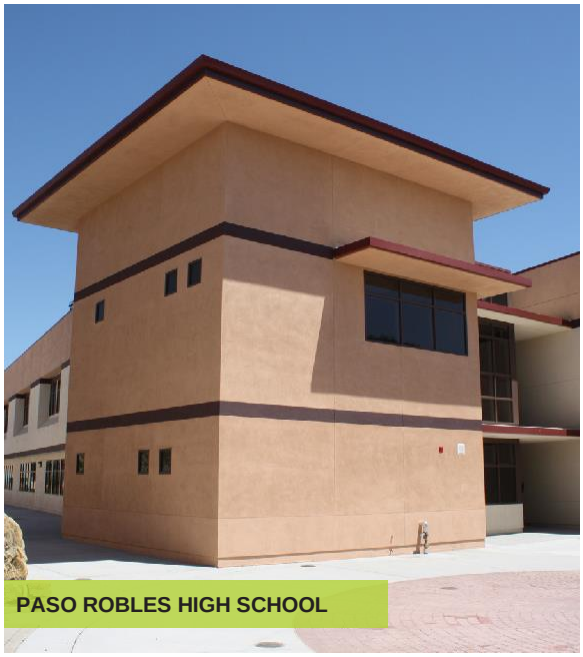
| PROJECT | DISTRICT | COMPLETION |
|---|---|---|
| Bessie Owens Elementary and Middle School Modernization – 21st Century Upgrades to Classroom, New Modular Classrooms, Administration and Library | Bakersfield City Unified School District | In Design |
| Sandpiper ES Modernization and new Two Story 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)

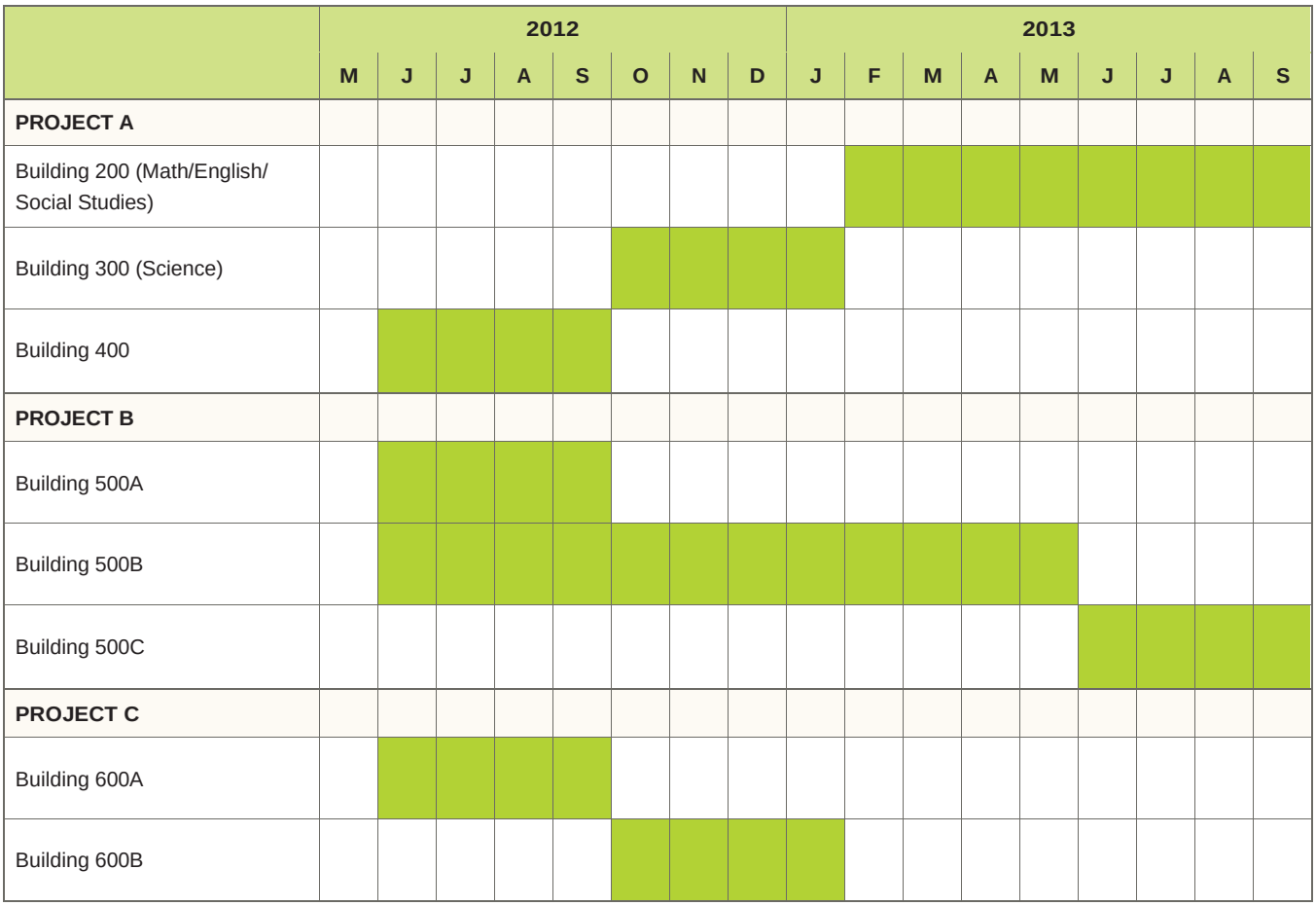
Project “C” included Building 600 A (Construction Technology renovation) and 600B (conversion of welding lab into Information technology)

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.

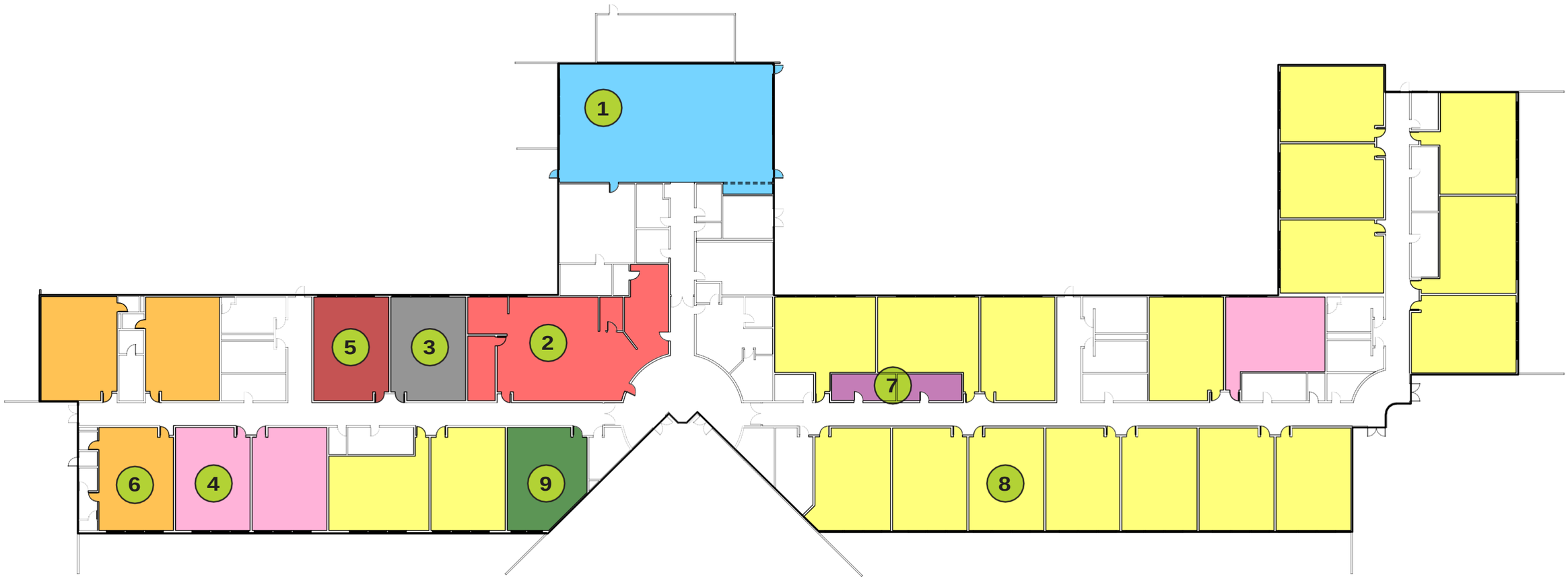
As part of the overall bond program schedule, a new two story classroom building designed by IBI to replace existing portable classrooms was completed prior to the modernization effort. The first objective was met by being able to house students in these new classrooms and not taking the existing portable 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 | | |

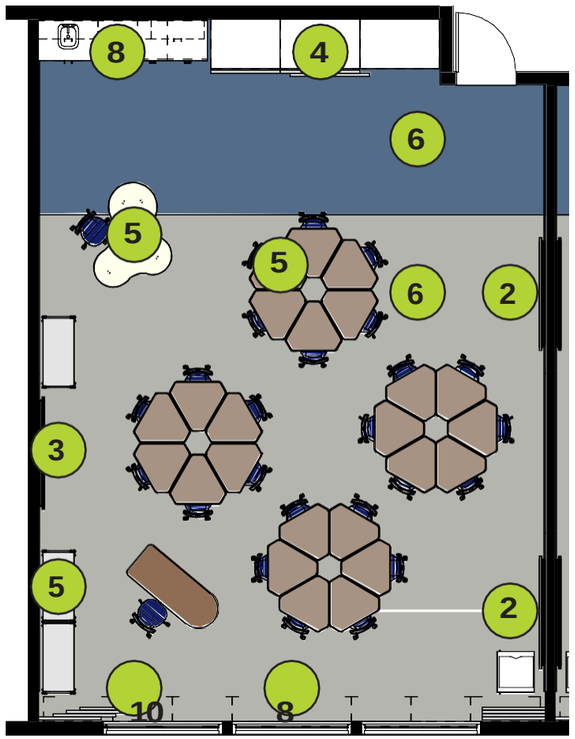
## Overall Floor Plan – Emilie Ritchen Elementary School



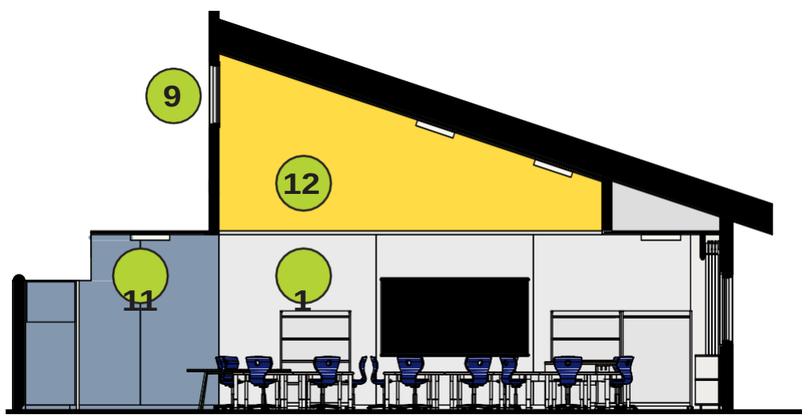

**LEGEND**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 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

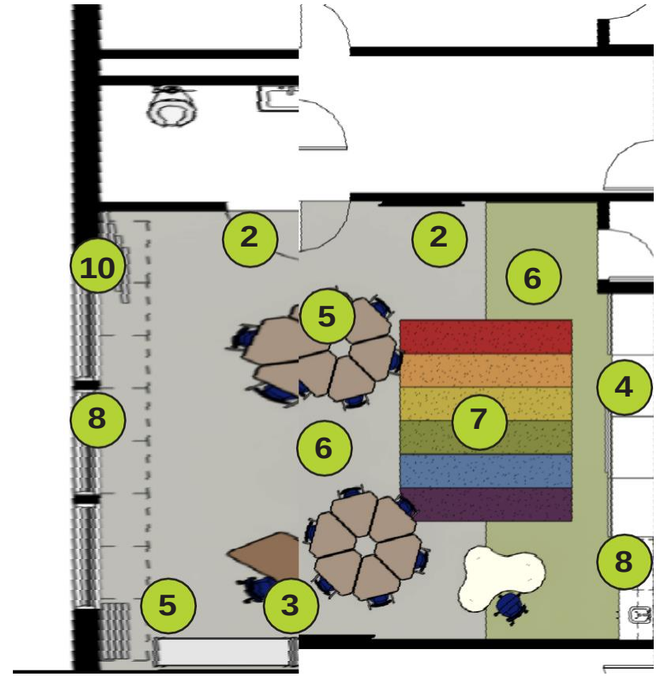



SECTION

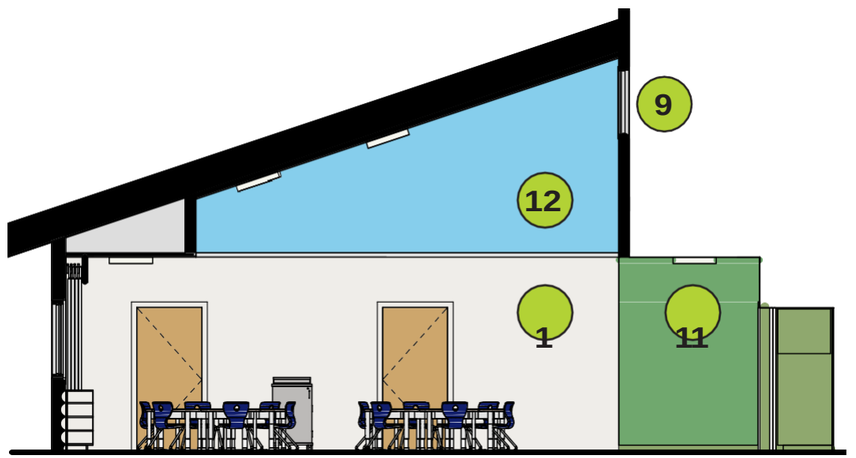
1 FLOOR TO CEILING MARKER BOARDS
2 DISPLAY MONITOR
3 EXISTING INTERACTIVE DISPLAY MONITOR
4 STORAGE W/SLIDING MARKER BOARD
5 FLEXIBLE MOVABLE FURNITURE
6 VINYL COMPOSITION TILE FLOORING
7 CARPET
8 (E) CASEWORK WITH NEW FINISHES
9 ROLLER SHADES
10 SLIDING MARKER BOARDS
11 TACKABLE WALL SURFACE
12 PAINT ACCENT

**LEGEND**

## Typical Kindergarten Layout




FLOOR PLAN




SECTION

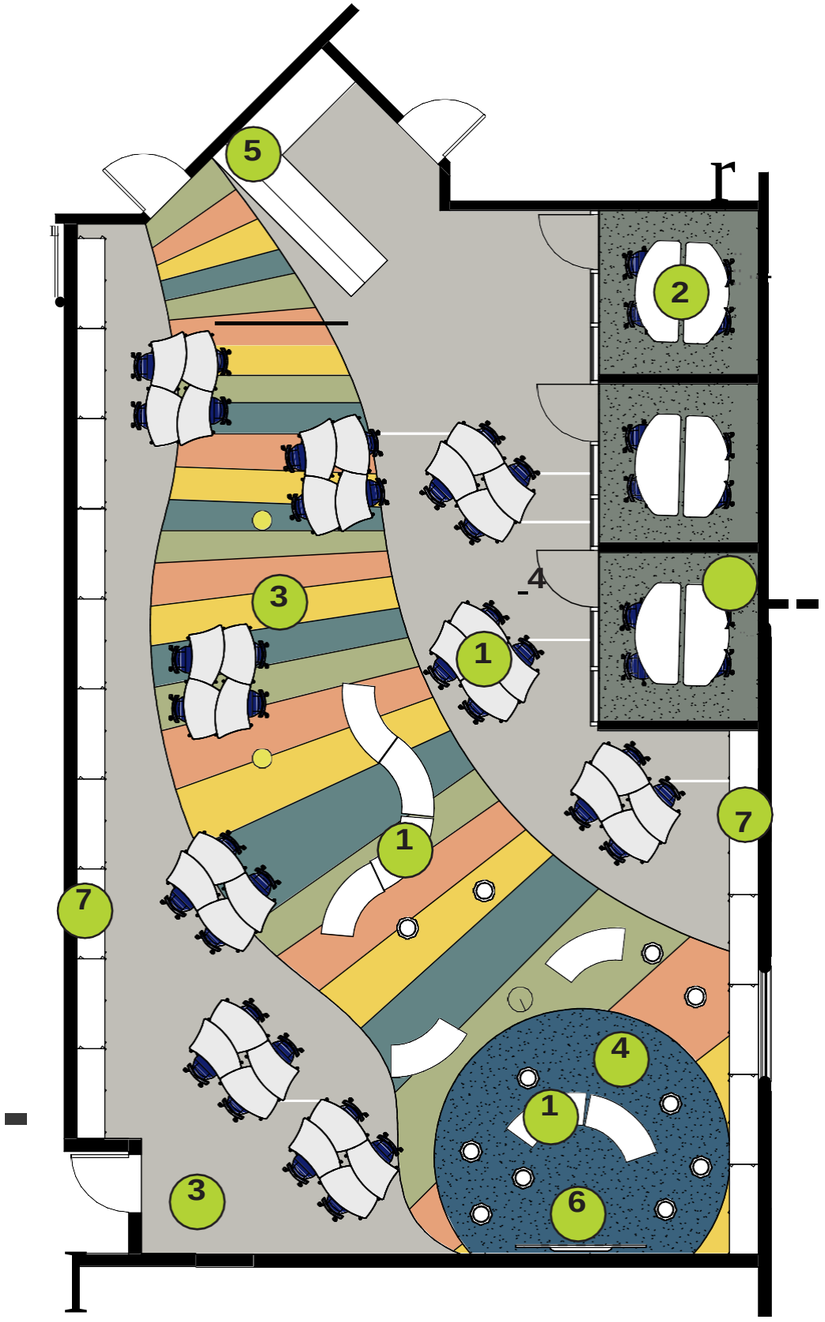
## Typical Classroom View



# Typical Kindergarten View



## Media Center Layout




FLOOR PLAN – EMILIE RITCHEN

1 FLEXIBLE MOVABLE FURNITURE

2 BREAK ROOM

3 VINYL COMPOSITION TILE FLOORING

4 CARPET

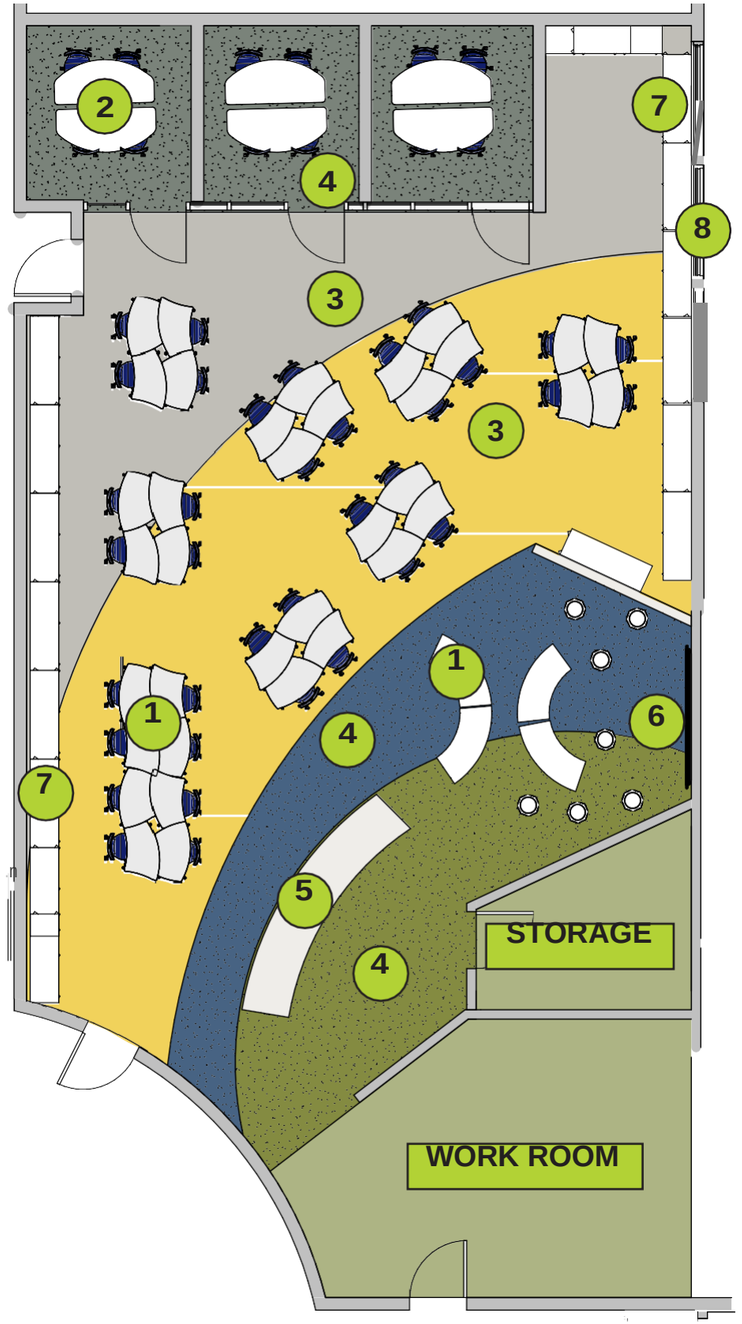
5 RECEPTION DESK

6 DISPLAY MONITOR

7 BOOK SHELVING

8 ROLLER SHADES

LEGEND




FLOOR PLAN – CHRISTA MCAULIFFE

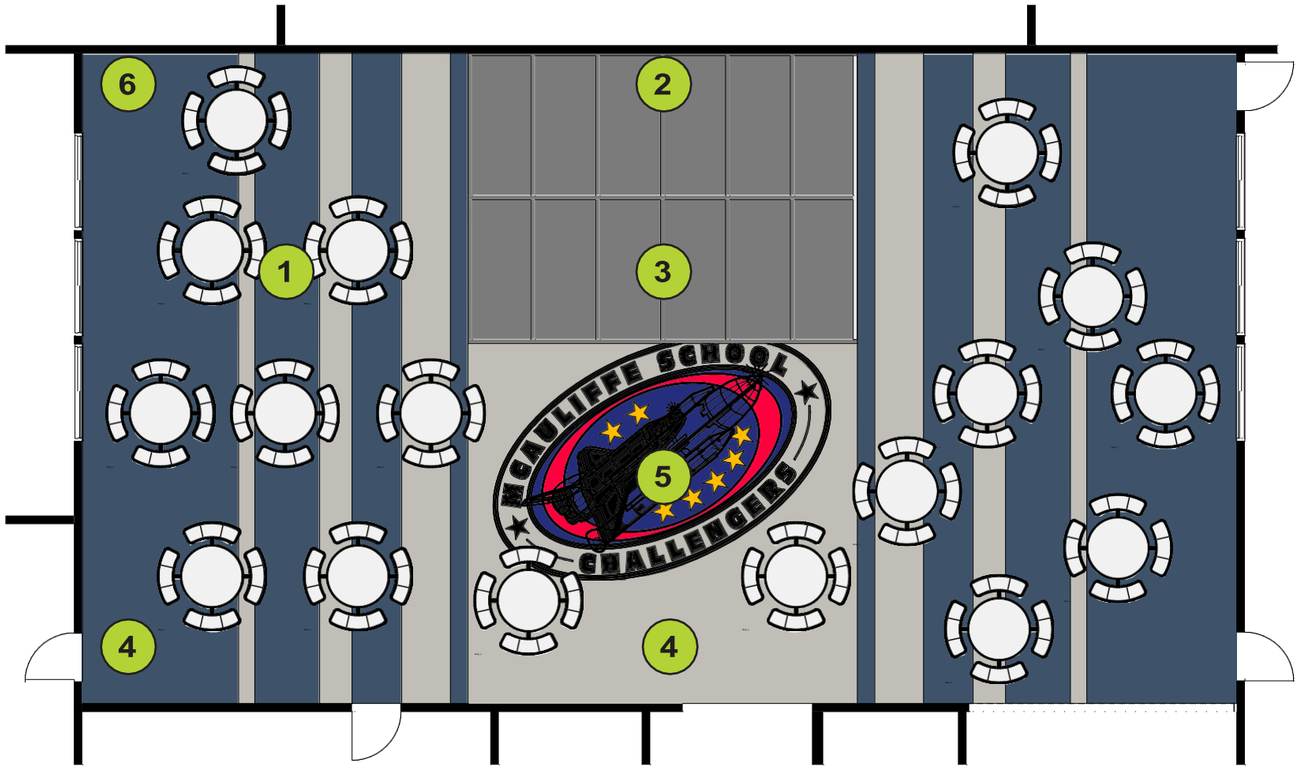
# Media Center View - Christa McAuliffe Elementary School



## Media Center View – Emilie Ritchen Elementary  School



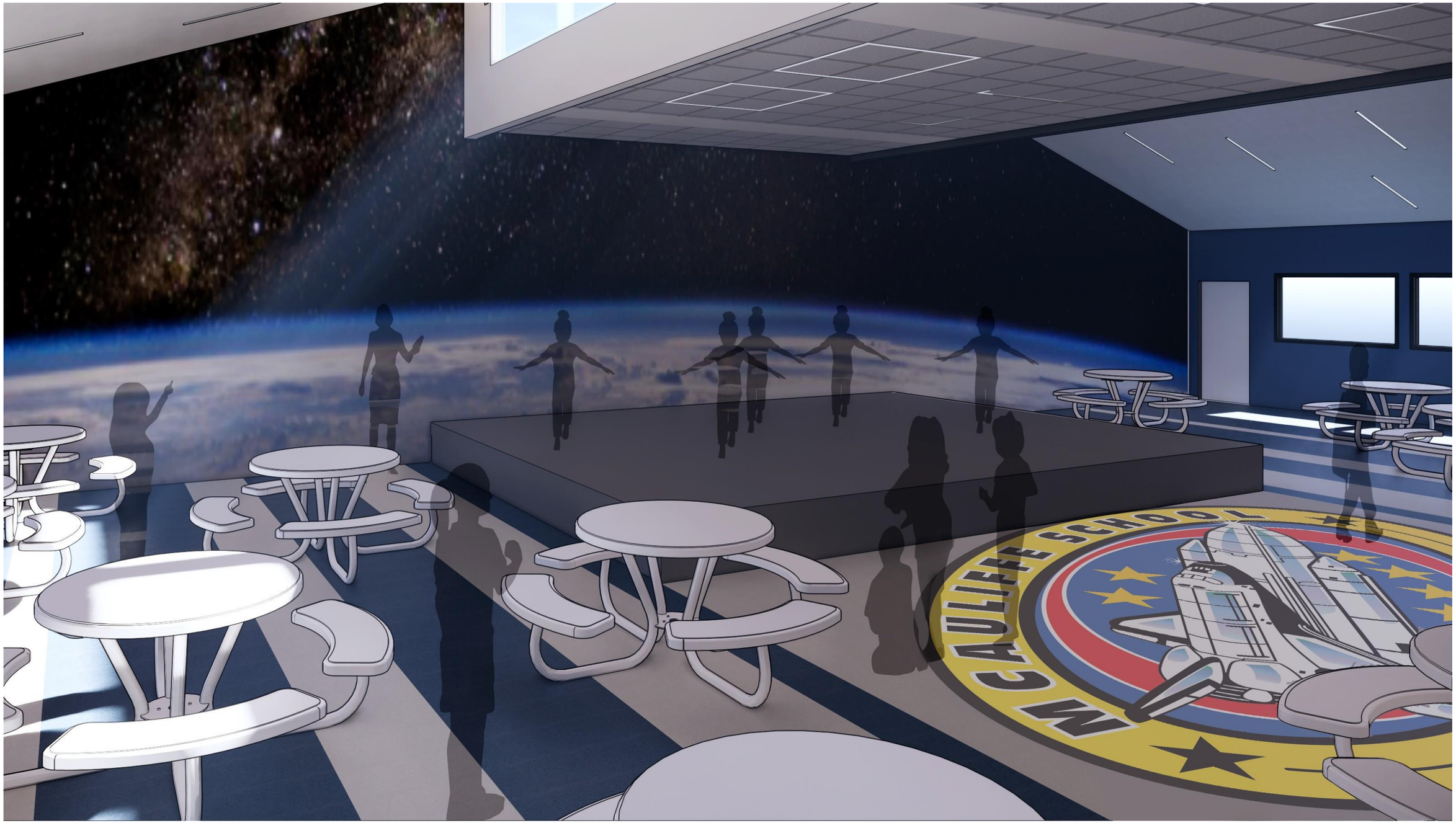
# Multi-Purpose Room Plan - Christa McAuliffe Elementary School



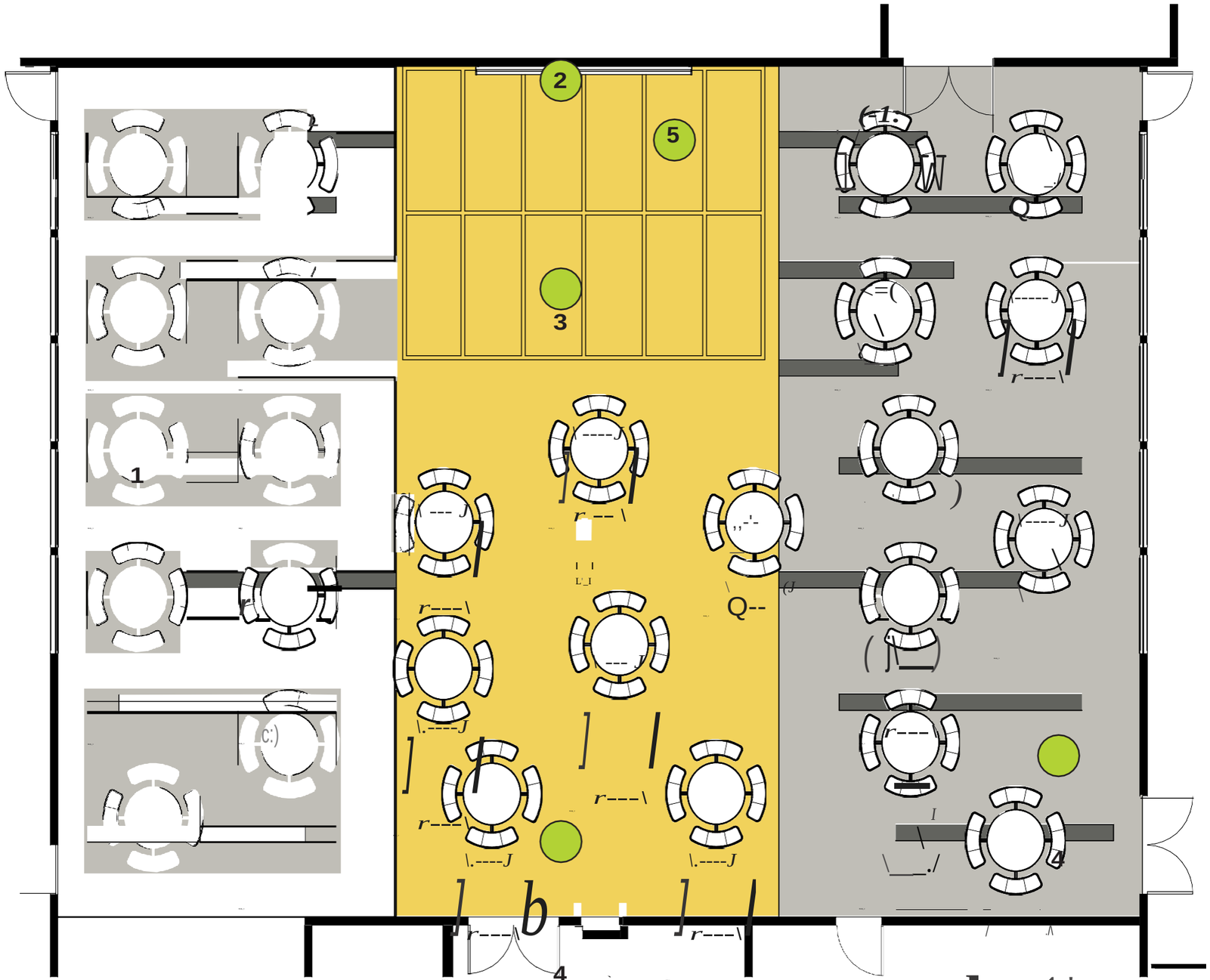

1. FLEXIBLE MOVABLE FURNITURE
2. SCREEN AND PROJECTOR
3. DEMOUNTABLE STAGE
4. VINYL COMPOSITION TILE FLOORING
5. VINYL COMPOSITION TILE LASER CUT INLAY
6. VINYL WALL GRAPHIC

**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."

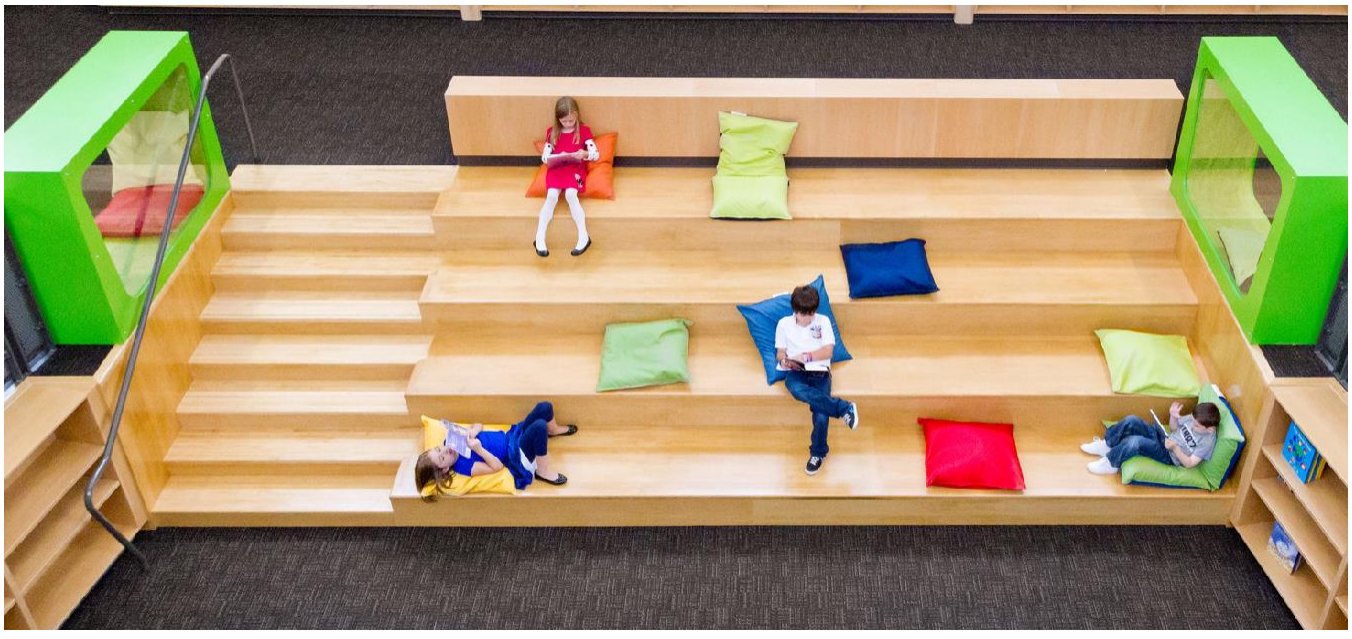
**- RODGER OLDS, P.E., MBA**
**PRINCIPAL CIVIL ENGINEER**
**CITY OF SANTA MARIA**

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.

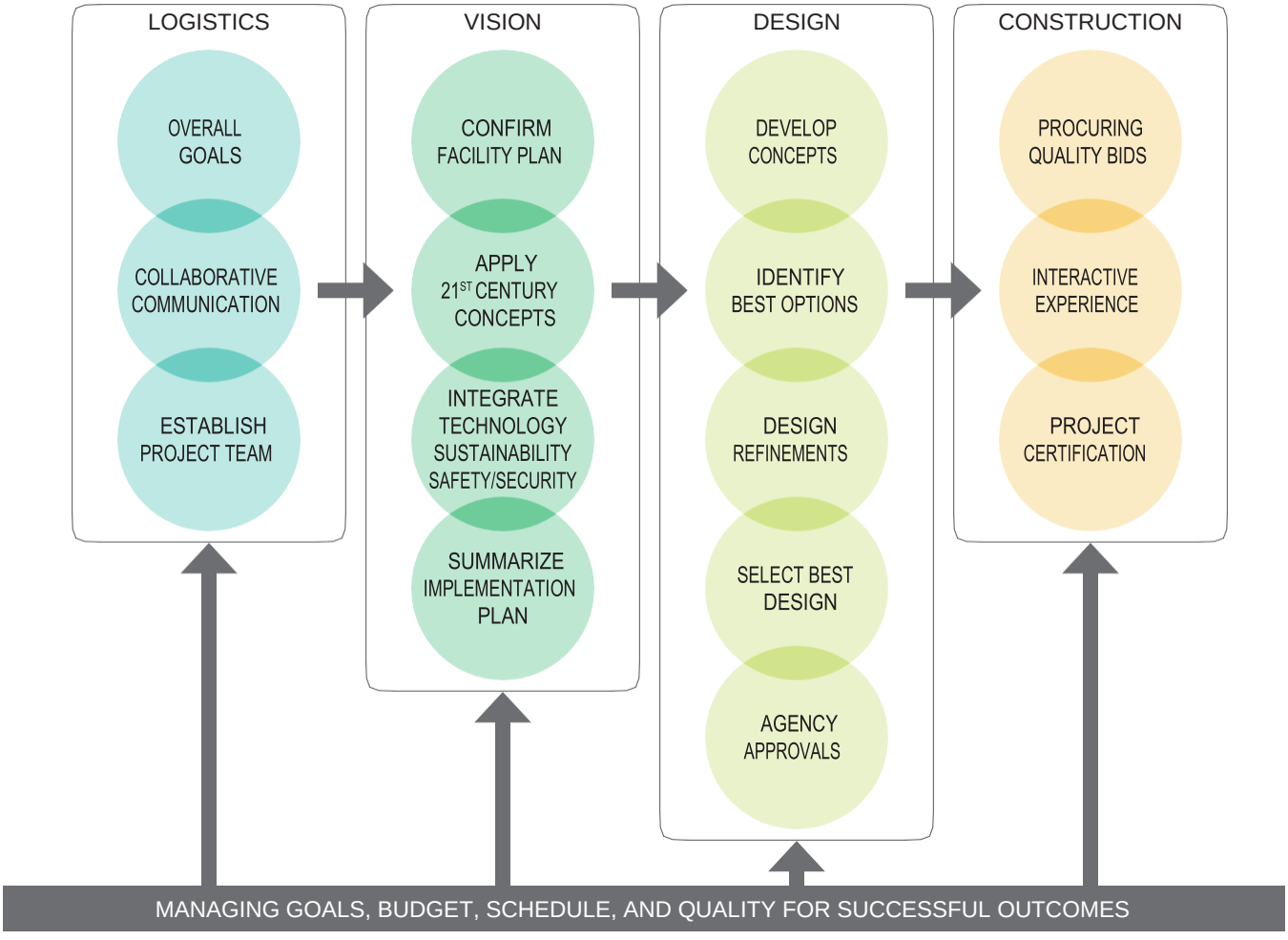
We have developed schedules where design phases overlap or projects are broken out into increments so that certain aspects can start ahead of other yet to be completed areas so as to get a head start. We have employed this method in both design and construction phases.



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 |
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| 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:** January 14, 2026

**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.

Term of Amendment #003: January 15, 2026 through June 30, 2026

**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 | | | | | | |
| | | | | | | | | | |

1035

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<br>Paint in lieu of film | $ 460 | | 1 | | | 2 | | |
| 10 | Revision from VCT flooring to HVT - 18x18 tiles<br>(ASI 010 / 010R) | $ 5,080 | | 10 | | | 24 | | |
| 11 | Revision to Carpet Mfr / Color<br>(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: Janvi Kanani _____ 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<br><br>*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" s**hall 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" s**hall 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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# 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

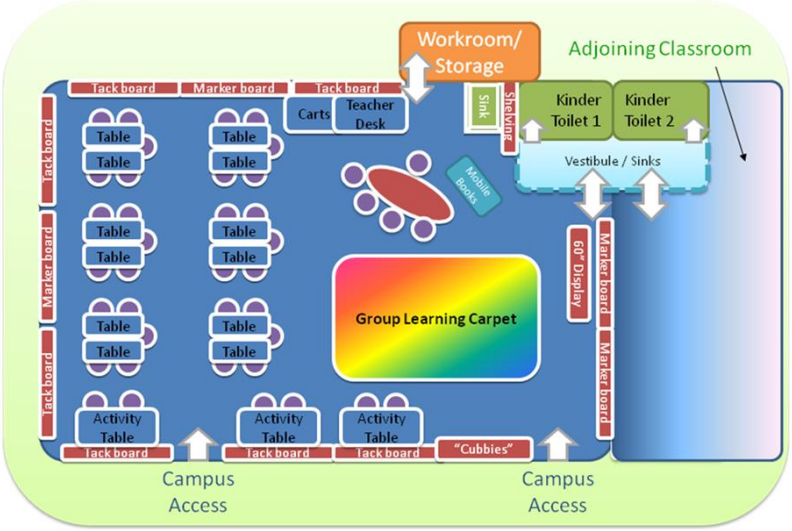
Pursuant to the Board-approved Educational Specifications in the Master Construct and Implementation Plan, kindergarten classrooms will each be 1,100 square feet, not including 150 square feet of work/storage space, and 100 square feet of restrooms, for a total area of 1,350 square feet each. The best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



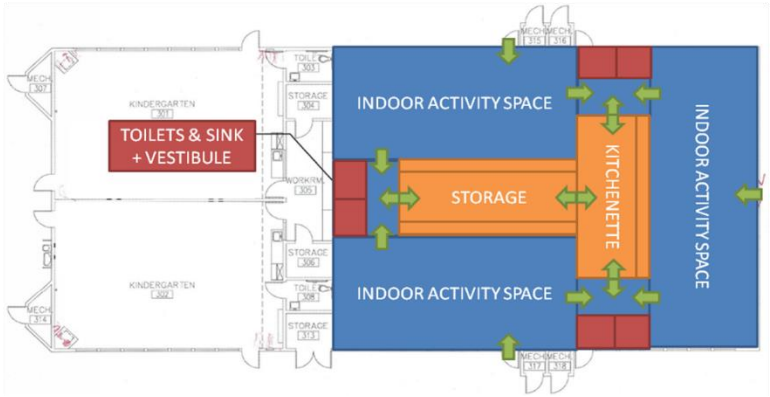

This particular day, the children are using their 1:1 device to take pictures of a drawing they and their peers did earlier in the week, then sequencing their pictures to tell a story, and finally writing the story using one of the apps on the handheld device. At another station, the handheld devices 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.

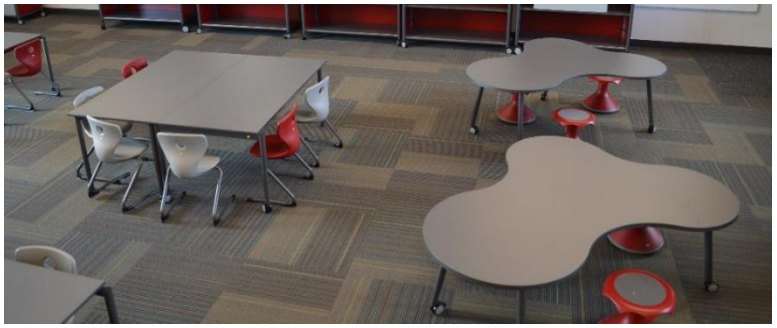
The teacher has a desk off to the side and at the back of the classroom. There is a 4-drawer filing cabinet and a laptop computer. The bathroom is accessible from the classroom so that the young children do not need to leave the classroom to use the restroom. The bathroom is divided into two parts: a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

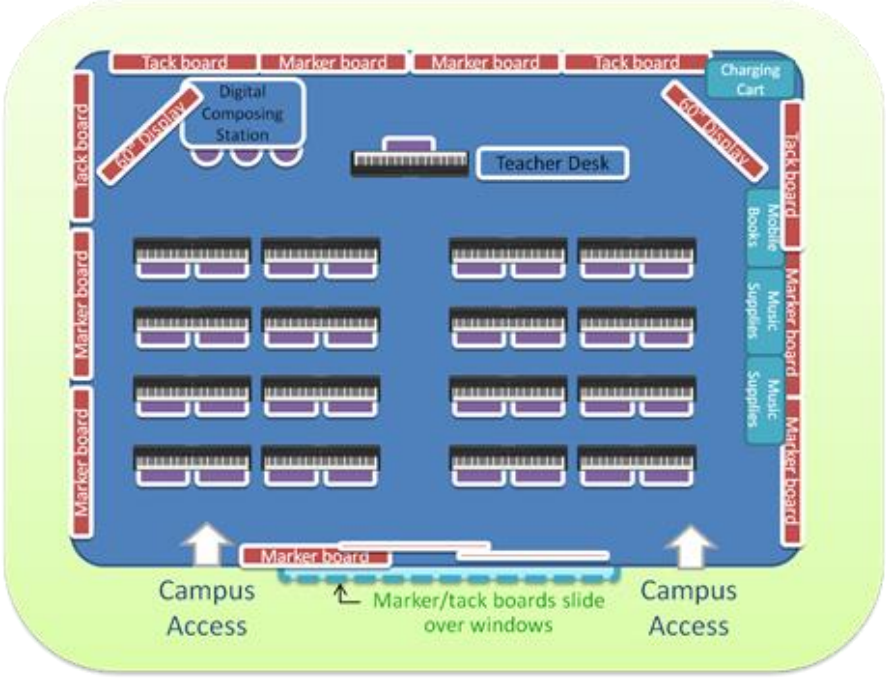
# PIANO KEYBOARD LAB: Vision & Specifications

## 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 4$^{th}$ and 5$^{th}$ 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.

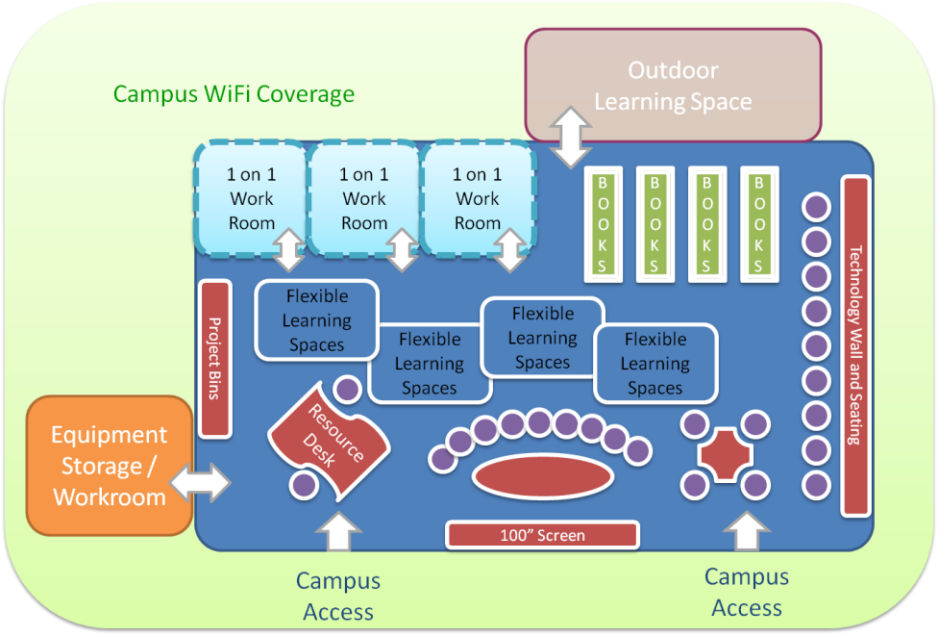
As such, a thorough understanding of the functions performed in these spaces is critical so that the form can adequately follow. Much of the functionality in the new learning labs is achieved through innovative choices on furniture, fixtures, and equipment). As the "essence" of the project, these FF&E 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

1129

# EXHIBIT "B"
## ARCHITECT'S BASIS OF DESIGN

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**IBI Group**
315 W. 9th Street, Suite 600
Los Angeles, CA 90015

**tel** 213-769-0011
**fax** 213-769-0016
**web** www.ibigroup.com

September 13, 2019

**Oxnard School District**
1051 S. A Street
Oxnard, CA 93030

**Attn: Jordan Miles, CFW**

**Re: Request for Proposals for Architectural Services**
**Modernization of McAuliffe and Ritchen Elementary Schools**

Dear Mr. Miles,

Thank you for the opportunity to share our ideas for the modernization of McAuliffe and Ritchen Elementary Schools as the Oxnard School District seeks to better serve the future of their community with the development 21st century learning environments. IBI Group has an extensive track record of working with school districts across the state of California spanning the past 40+ years. For 30+ years we have successfully collaborated with the Oxnard School to improve the educational environments for the benefit of the students and the community. We have completed numerous construction projects ranging from modernizations to new ground up facilities; and we look forward to the challenge of **redefining the learning environments at McAuliffe and Ritchen Elementary Schools** to better prepare their students to meet the challenges of today's educational environment.

We look forward to working with the district as you seek to develop unique learning environments that promotes the next generation of learning; which will further augment the strand-focused STEAM classroom and maker space at McAuliffe Elementary and the academic focus of science and technology at Ritchen Elementary. Assisting the district in achieving their vision, we will re-envision the existing facilities 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.

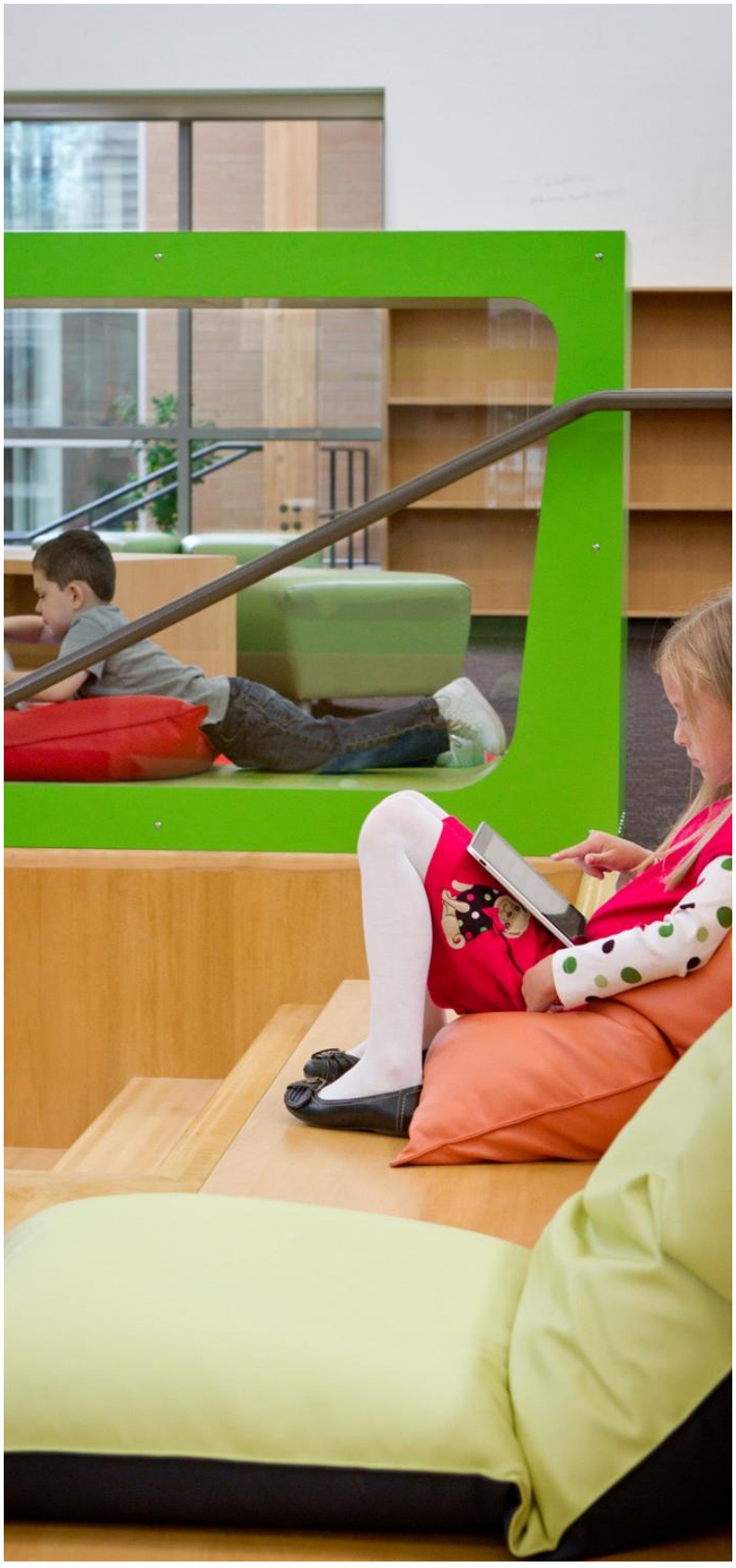
To successfully achieve the goals of this scope of work, IBI group has assembled a highly qualified team of design professionals, each specifically selected based on their relevant project experience in the planning, design and construction of spaces similar those present at both McAuliffe and Ritchen 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.



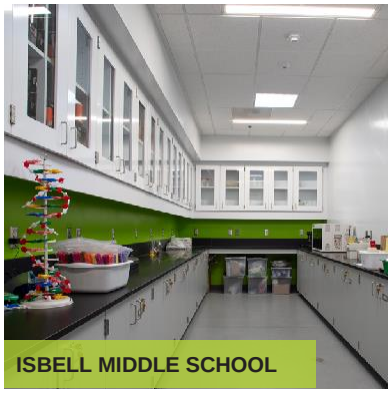

## Modernizations on Existing Campuses

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**

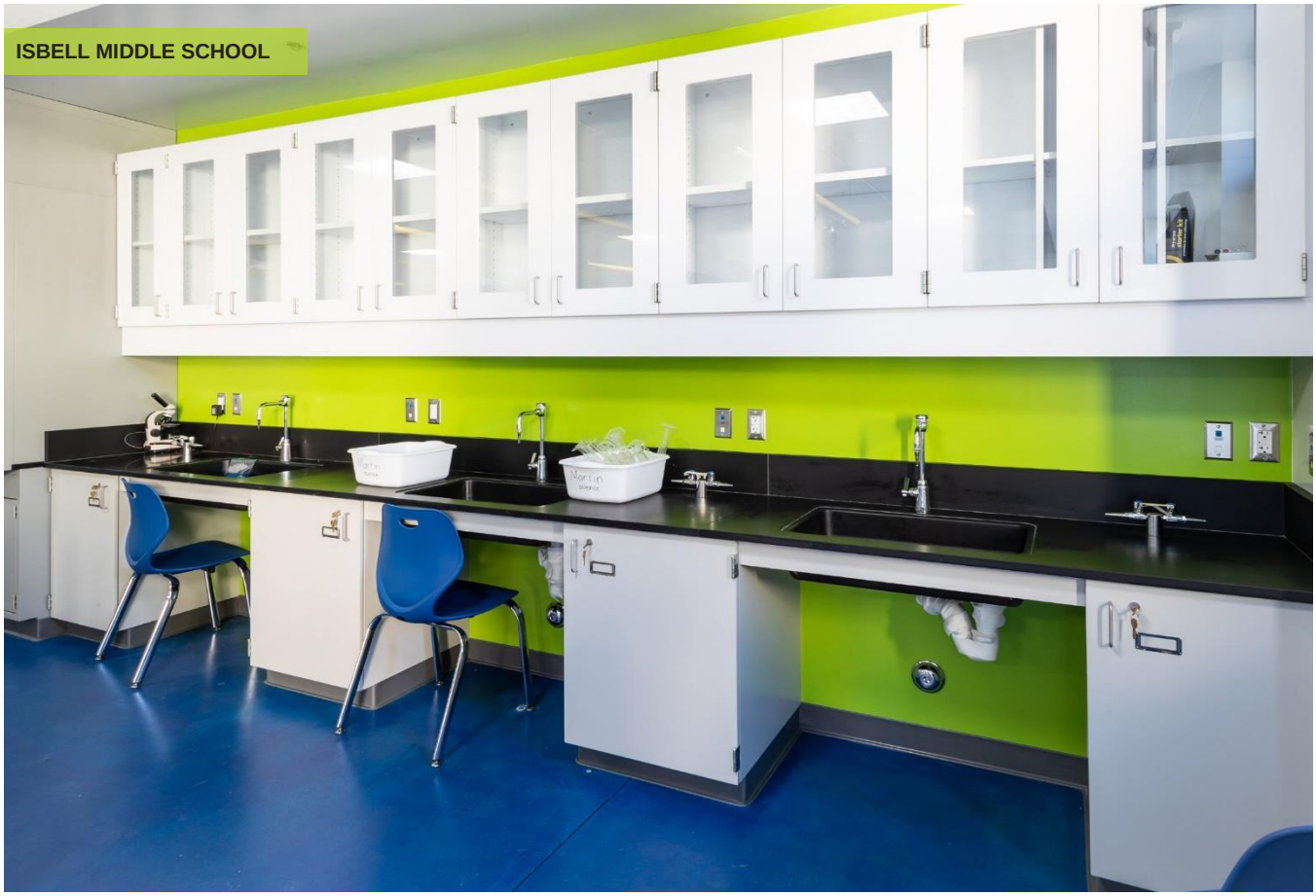


**CURTNER ELEMENTARY SCHOOL**

## Partial List for Elementary School Renovations in the Last Five Years

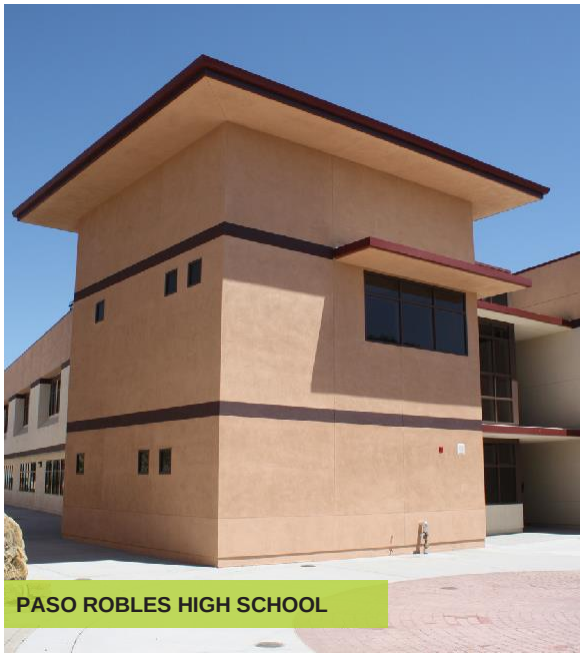
| PROJECT | DISTRICT | COMPLETION |
|---|---|---|
| Bessie Owens Elementary and Middle School Modernization – 21st Century Upgrades to Classroom, New Modular Classrooms, Administration and Library | Bakersfield City Unified School District | In Design |
| Sandpiper ES Modernization and new Two Story 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.

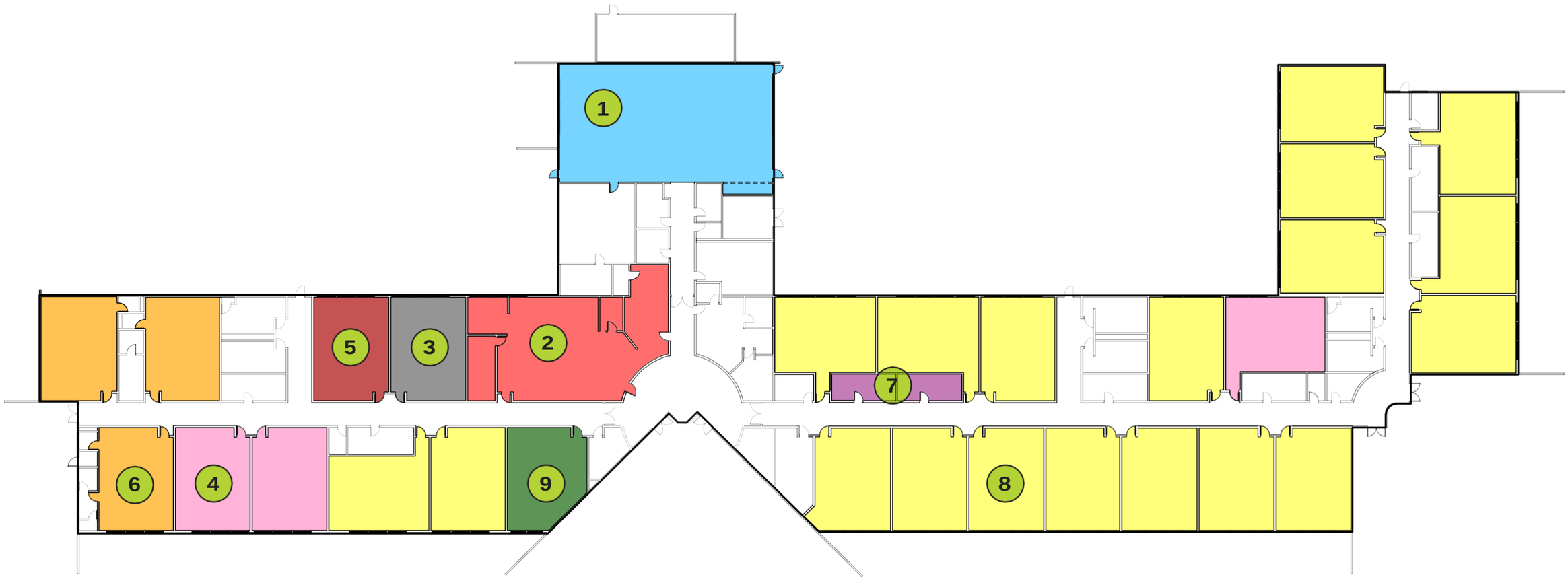
As part of the overall bond program schedule, a new two story classroom building designed by IBI to replace existing portable classrooms was completed prior to the modernization effort. The first objective was met by being able to house students in these new classrooms and not taking the existing portable 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 | |

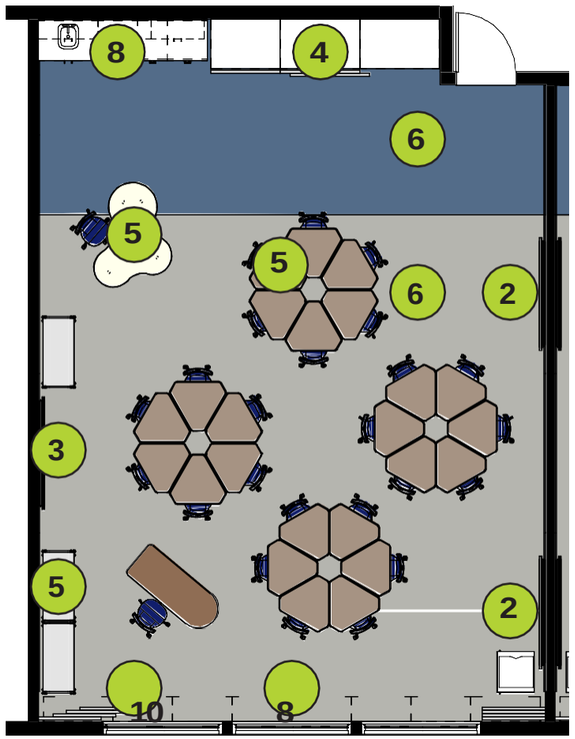
## Overall Floor Plan – Emilie Ritchen Elementary School



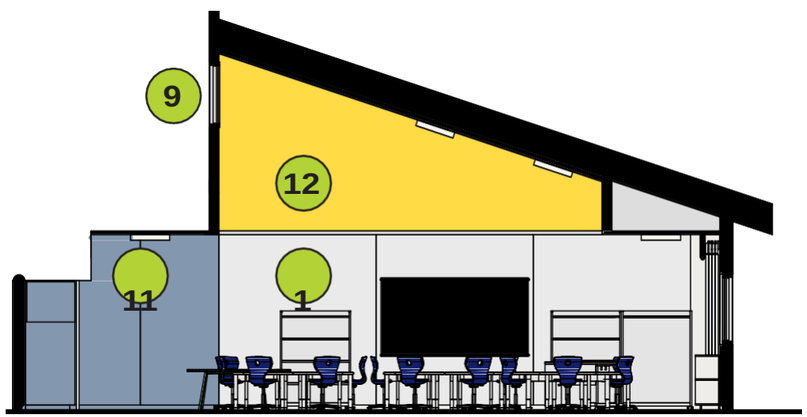

**LEGEND**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 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

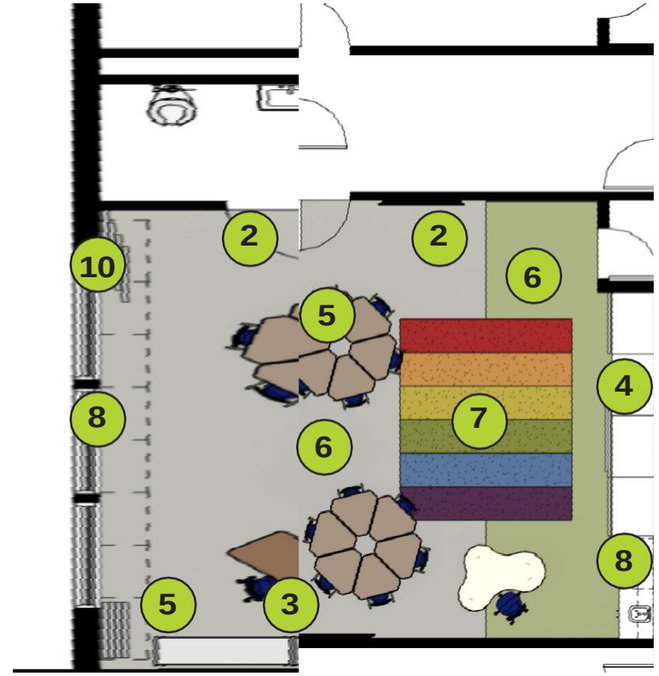



SECTION

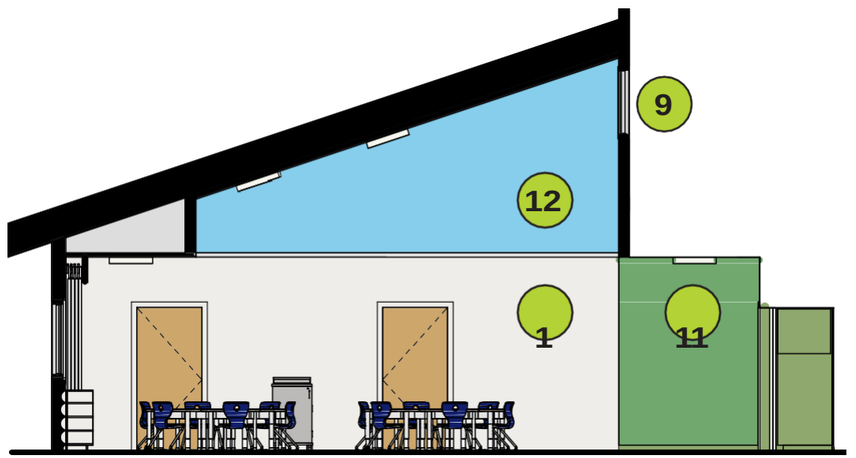
1 FLOOR TO CEILING MARKER BOARDS
2 DISPLAY MONITOR
3 EXISTING INTERACTIVE DISPLAY MONITOR
4 STORAGE W/SLIDING MARKER BOARD
5 FLEXIBLE MOVABLE FURNITURE
6 VINYL COMPOSITION TILE FLOORING
7 CARPET
8 (E) CASEWORK WITH NEW FINISHES
9 ROLLER SHADES
10 SLIDING MARKER BOARDS
11 TACKABLE WALL SURFACE
12 PAINT ACCENT

**LEGEND**

## Typical Kindergarten Layout




FLOOR PLAN




SECTION

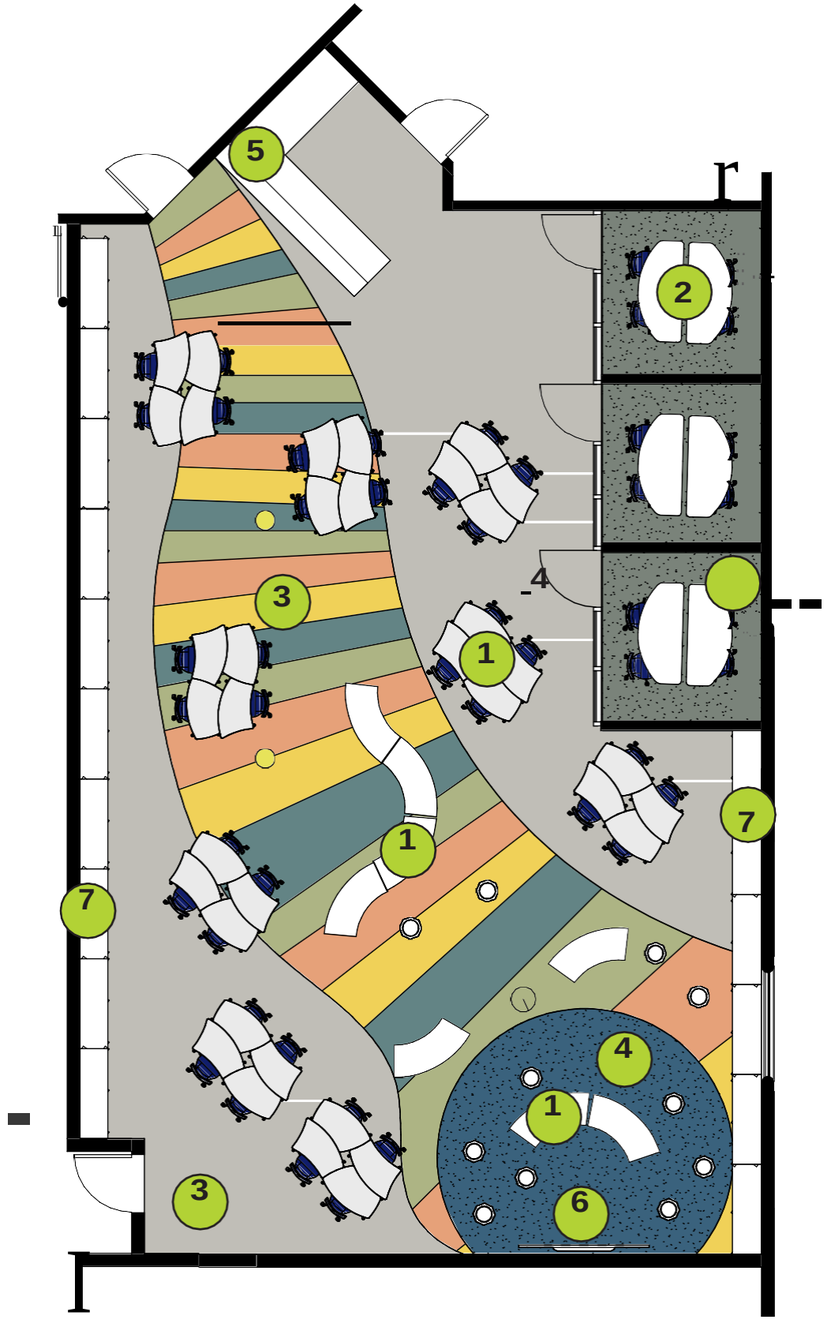
## Typical Classroom View



# Typical Kindergarten View



## Media Center Layout




FLOOR PLAN – EMILIE RITCHEN

1 FLEXIBLE MOVABLE FURNITURE

2 BREAK ROOM

3 VINYL COMPOSITION TILE FLOORING

4 CARPET

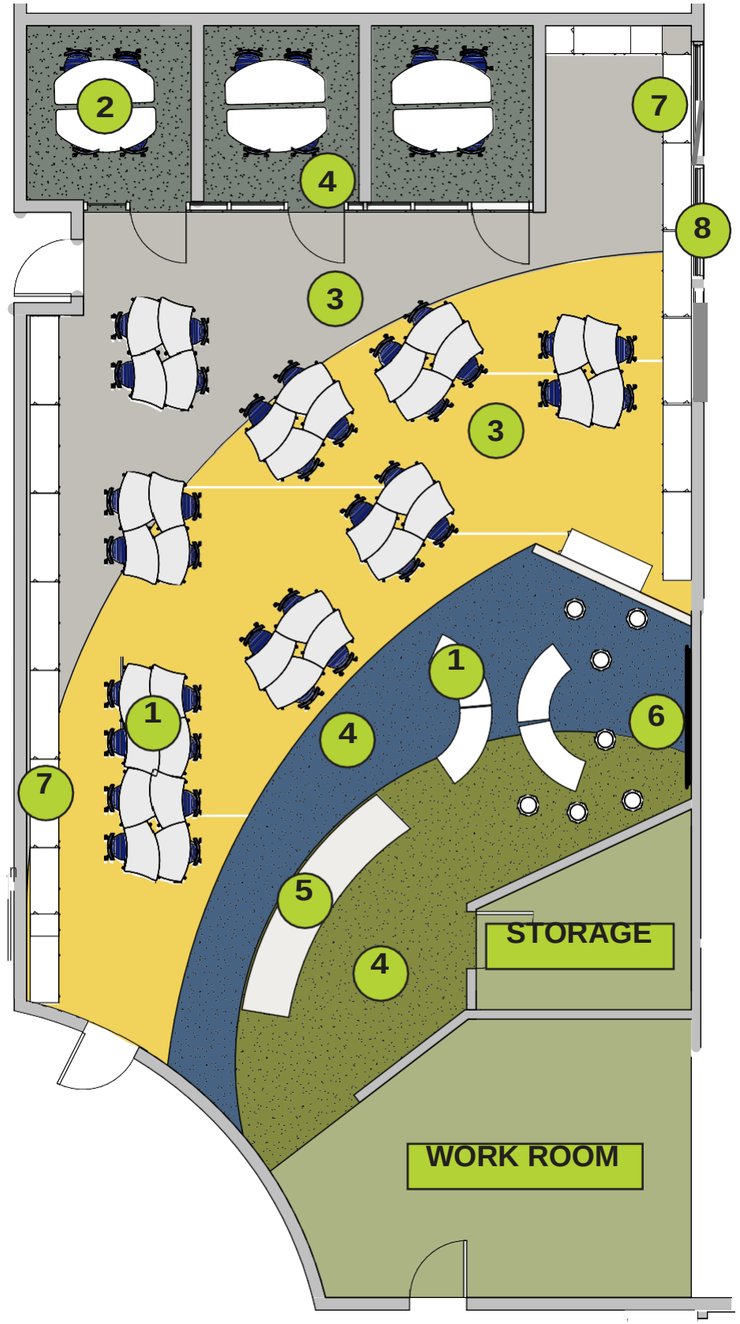
5 RECEPTION DESK

6 DISPLAY MONITOR

7 BOOK SHELVING

8 ROLLER SHADES

LEGEND




FLOOR PLAN – CHRISTA MCAULIFFE

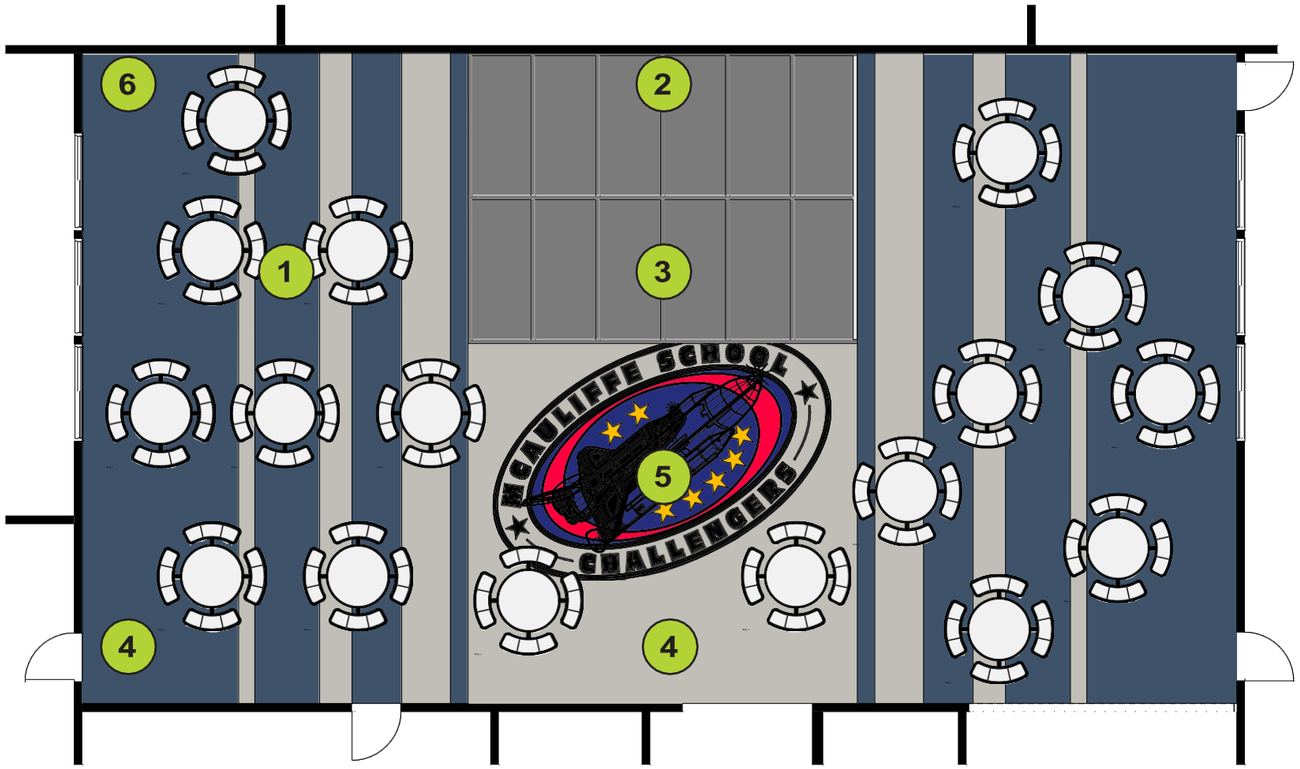
# Media Center View - Christa McAuliffe Elementary School



## 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

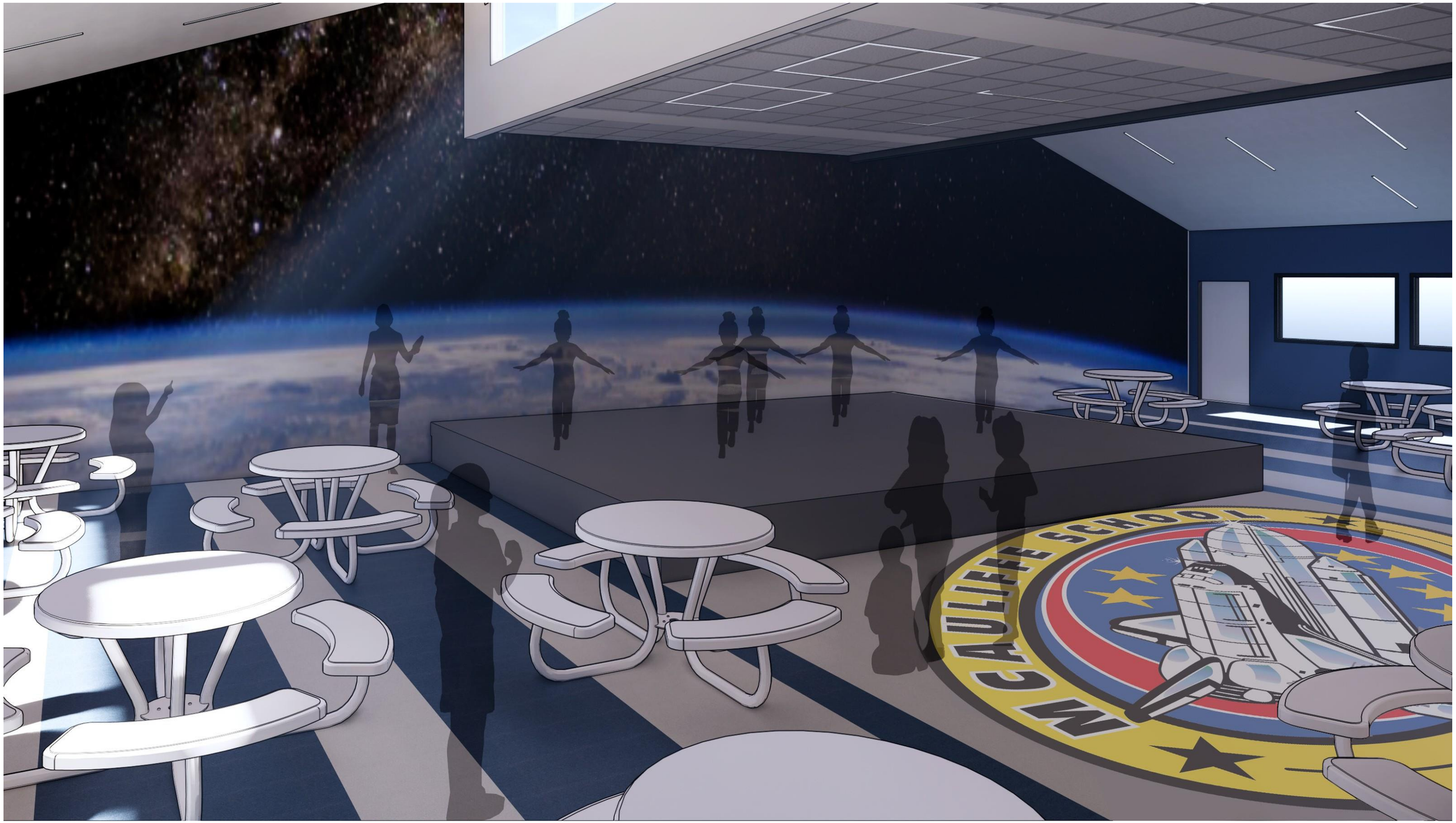
4 VINYL COMPOSITION TILE FLOORING

5 VINYL COMPOSITION TILE LASER CUT INLAY

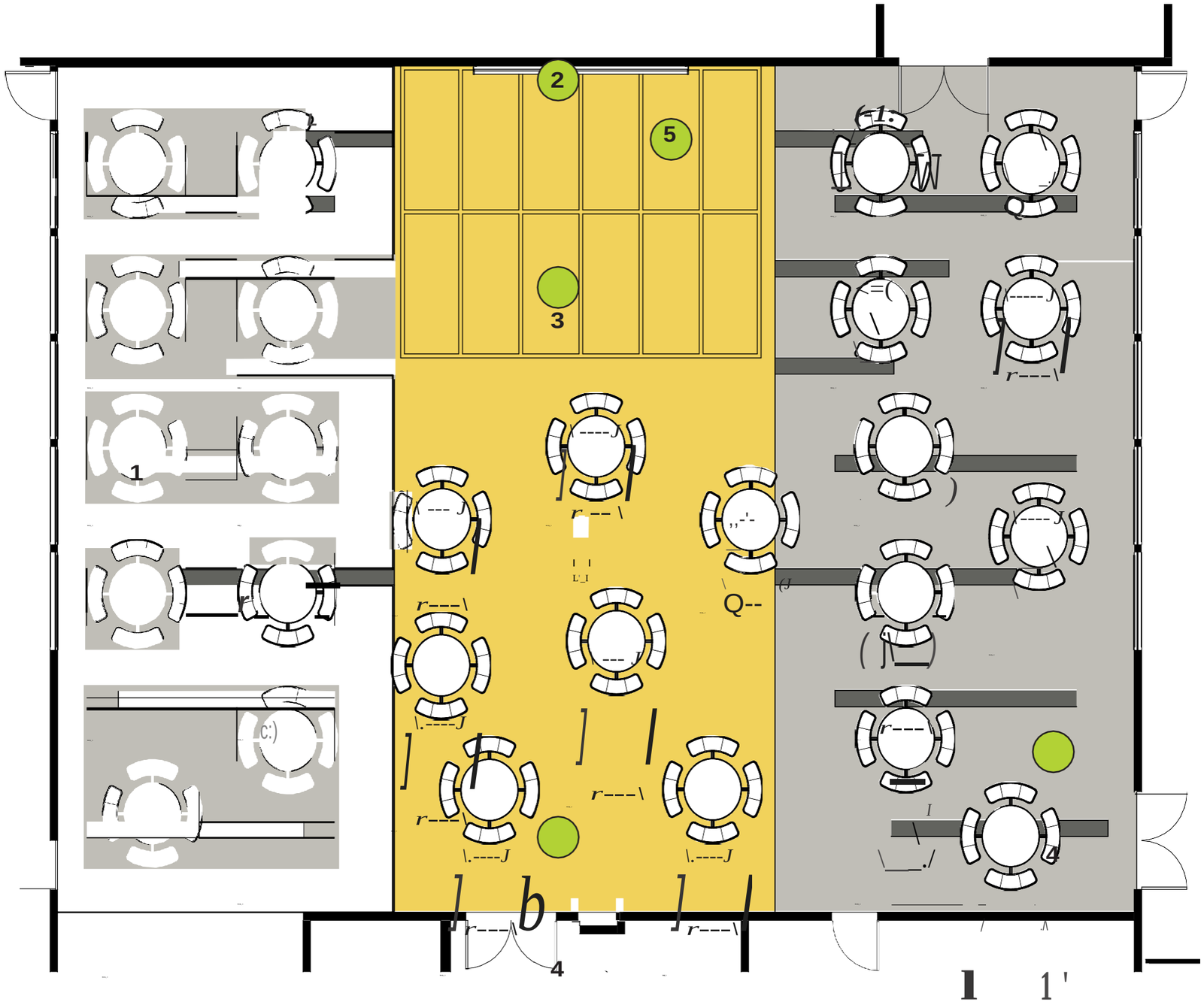
6 VINYL WALL GRAPHIC

**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."

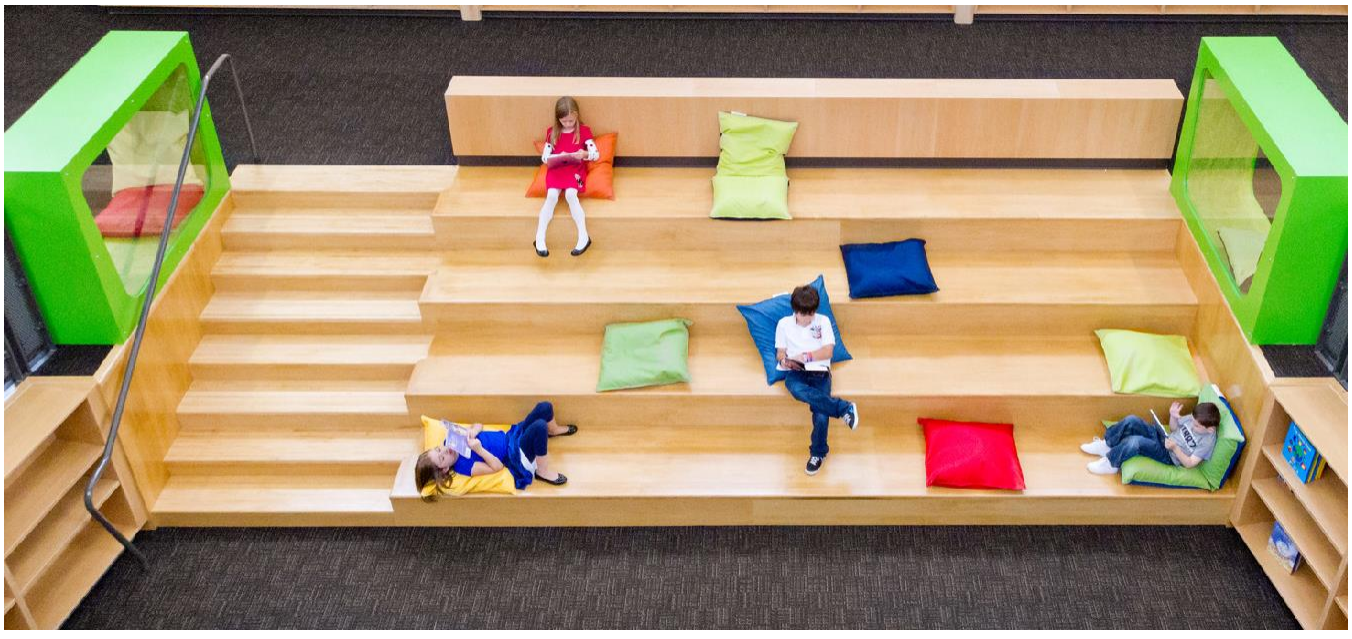
**- RODGER OLDS, P.E., MBA**
**PRINCIPAL CIVIL ENGINEER**
**CITY OF SANTA MARIA**

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.

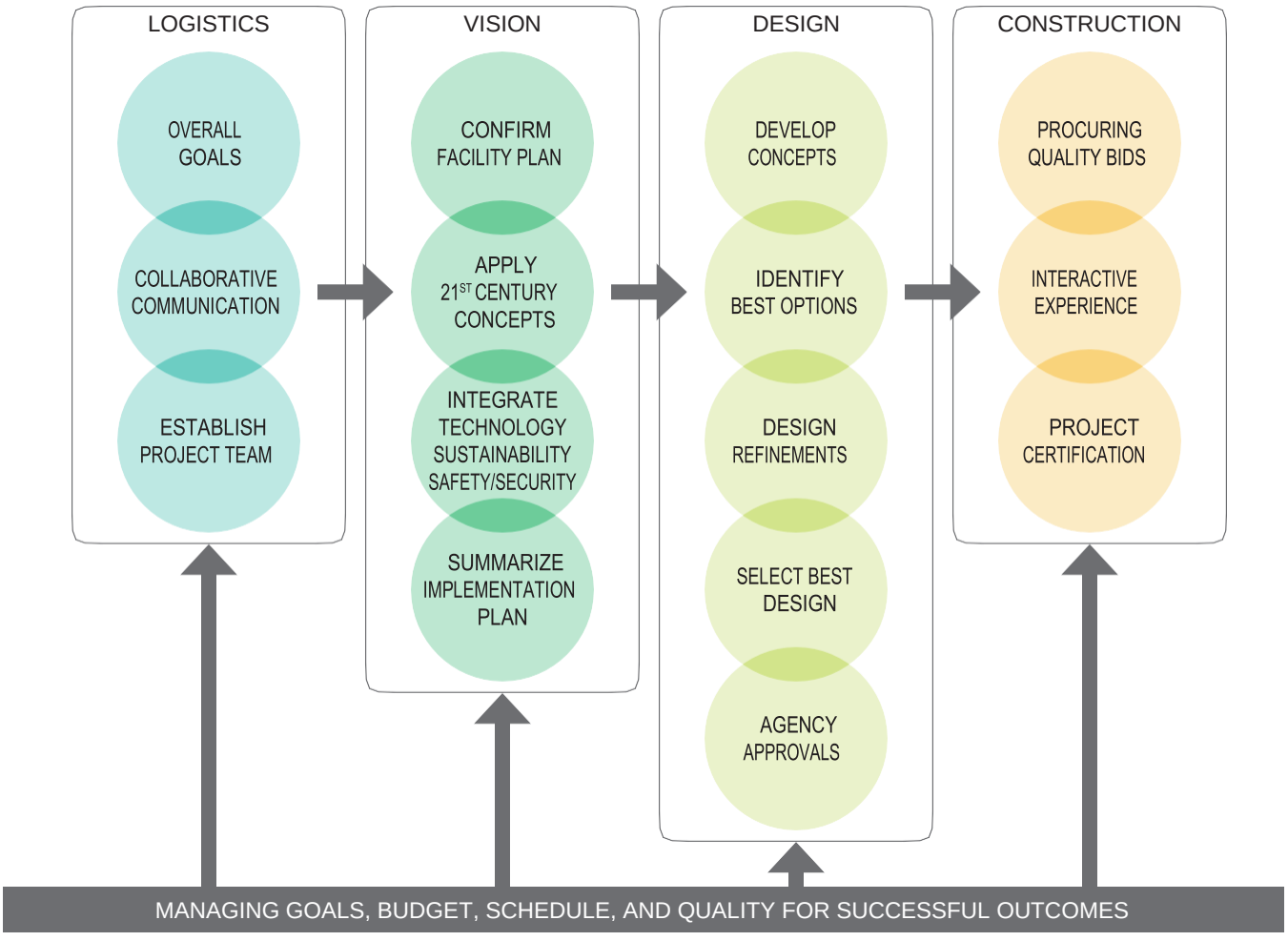
We have developed schedules where design phases overlap or projects are broken out into increments so that certain aspects can start ahead of other yet to be completed areas so as to get a head start. We have employed this method in both design and construction phases.



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



+ 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 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 |
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| | | **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:** Kristen Pifko **Date of Meeting:** January 14, 2026

**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 06, 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 14th day of January, 2026 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 15, 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 15, 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:** January 14, 2026

**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

1207



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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

OXNARD SCHOOL DISTRICT

**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**

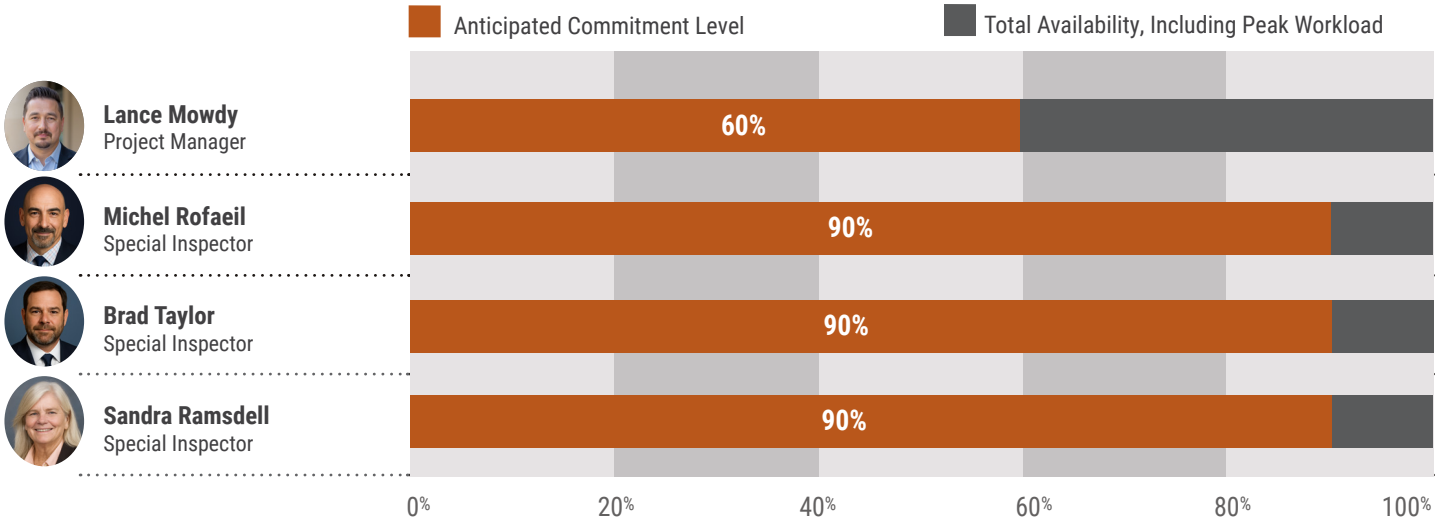
Lee Bainer

**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,

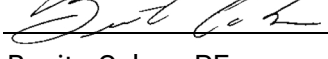
[Date]

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

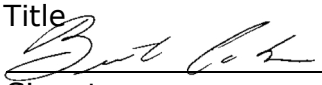
City, State, Zip:

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:**<br>☐ **contract**<br>☐ **grant**<br>☐ **cooperative agreement loan**<br>☐ **loan guarantee**<br>☐ **loan insurance** | **2. Status of Federal Action:**<br>☐ **bid/offer/application**<br>☐ **initial award**<br>☐ **post-award** | **3. Report Type:**<br>☐ **initial filing**<br>☐ **material change**<br>**For material change only:**<br>**Year_____quarter _____**<br>**Date of last report_____** |

| | |
|---|---|
| **4. Name and Address of Reporting Entity:**<br>**_____Prime _____Sub-awardee**<br>**Tier_____, if Known:**<br>**Congressional District, if known:** | **5. If Reporting Entity in No. 4 is Sub-awardee,**<br>**Enter Name and Address of Prime:**<br>**Congressional District, if known:** |
| **6. Federal Department/Agency:** | **7. Federal Program Name/Description:**<br>**CFDA Number, *if applicable*: _____** |
| **8. Federal Action Number, *if known:*** | **9. Award Amount, *if known:***<br>**$** |
| **10a. Name and Address of Lobbying Registrant**<br>***(if individual, last name, first name, MI):*** | **10b. Individuals Performing Services *(including address if different from No. 10a)***<br>***(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:**<br><br>**Print Name:**<br>Benito Caban, PE<br>**Title:**<br>President<br>**Telephone No.: _____ Date:**<br>**____** |
| **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

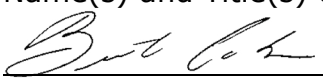
Contractor/Company Name

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<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT X LOC<br>OTHER: | Y | Y | 57UUNOK8H2F | 2/1/2025 | 2/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 2,000,000<br>$ 1,000,000<br>$ 5,000<br>$ 1,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ |
| C | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | Y | Y | 57UENOZ0037 | 2/1/2025 | 2/1/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | Y | Y | 57XHUOK8H2R | 2/1/2025 | 2/1/2026 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 10,000,000<br>$ 10,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | 57WEOK8H18 | 2/1/2025 | 2/1/2026 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D<br>E | Professional Liab & Poll. Liab*<br>Excess Professional Liability<br>Claims Made Form | | | ANE6503500<br>PROVXS000000801 | 2/1/2025<br>2/1/2025 | 2/1/2026<br>2/1/2026 | per claim/agg<br>per Cliam/agg | 2,000,000<br>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

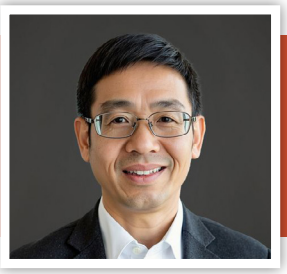
Twining provided construction materials testing and special inspection services for the new parking structure at Los Angeles City College. Under the Build-LACCD program and working with Bomel Construction, our team supported compliance with project specifications and PLA requirements through field and 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 |

| Task Code | Equipment Usage (Daily Unless Otherwise Noted), Continued | Rate |
|---|---|---|
| 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

1249

# OSD BOARD AGENDA ITEM

**Name of Contributor:** Kristen Pifko **Date of Meeting:** January 14, 2026

**Agenda Section:** Section C: Facilities Agreement

**Approval of Agreement #25-190, RRM Design Group (Pifko/Bennett)**

RRM Design Group will provide architectural, planning, and engineering services to the Facilities Department for future maintenance projects, as needed, at all Oxnard School District sites and locations.

Terms of Agreement: January 15, 2026 – June 30, 2027

**FISCAL IMPACT:**
Not to Exceed: $200,000.00 – Deferred Maintenance Funds

**RECOMMENDATION:**
It is the recommendation of the Director of Facilities and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #25-190 with RRM Design Group.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement #25-190, RRM Design Group (15 Pages)
Proposal (10 Pages)

# SERVICES AGREEMENT

Requisition Number

Purchase Order Number

25-190

Contract Number

This Services Agreement (the "Agreement") is made and entered into this 14th day of January, 2026 by and between Oxnard School District (hereinafter referred to as "District") and RRM Design Group, (hereinafter referred to as "Provider.")

**PROVIDER**.

| | |
|---|---|
| RRM Design Group | 805-543-1794 |
| Provider | Telephone Number |
| 3765 S. Higuera Street, Ste #102 | |
| Street Address | Fax Number |
| San Luis Obispo, CA 93401 | wcornishwoods@rrmdesign.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 15, 20 26, 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 | RRM Design Group |
| District | Provider |
| Attn: Mark Bennett | Attn: Anna Win |
| 1051 South A Street | 3765 S. Higuera Street, Ste #102 |
| Street | Street |
| Oxnard, CA 93030 | San Luis Obispo, CA 93401 |
| 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 | $ 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 followin

| | |
|---|---|
| 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: **N/A**

| | 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 | RRM Design Group |
| District | Provider |
| By: | |
| Signature | Signature |
| Melissa Reyes | |
| Name | Name |
| Director, Purchasing | |
| Title | Title |

# STATEMENT OF WORK

**DESCRIPTION OF WORK:**

*Per attached Scope of Services dated November 21, 2025

**WORK SCHEDULE:**

Terms of Agreement: January 15, 2026 through June 30, 2027

# SCHEDULE OF FEES

**FEES:**

| | |
|---|---|
| Compensation for Services | $ 200,000.00 |
| Actual and Necessary Travel Expenses | $ 0.00 |
| Other Expenses | $ 0.00 |
| Total Amount not to Exceed | $ 200,000.00 |
| 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:**

Invoices to be submitted monthly to accountspayable@oxnardsd.org and bmagana@oxnardsd.org, Net 30 terms

**ADDITIONAL COSTS OF EXPENSES:**

N/A

**EXHIBIT C**
**REQUIRED CERTIFICATIONS**

**Services Agreement Dated:** January 14, 2026

**Provider:** RRM Design Group

**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: _____

# Oxnard School District On-Call (2025)

**Proposed Scope of Services**

November 21, 2025

Transmitted via email: kpifko@oxnardsd.org
Kristen Pifko, Assistant Superintendent, Business & Fiscal Services
Oxnard School District
1051 South A Street
Oxnard, California 93030

Dear Ms. Pifko,

Per the District's request, we are furnishing an on-call agreement for architecture and engineering services. We are very appreciative for the opportunity to serve as architects and engineers for the students, staff, and community of the Oxnard School District.

## Project Understanding

Our understanding is that Oxnard School District would like to have an on-call master agreement with RRM in place for professional services to be delivered on an as-needed basis at the District's direction. A potential first project is the replacement of existing bleachers at RJ Frank Academy. Each separate project will have its own scope and fees to be carried out under the terms of this agreement. Our General Conditions and Provisions Exhibit A-1 is attached to this proposal.

## Scope Of Services

The scope of services for individual projects may vary. RRM has architects, civil engineers, landscape architects, structural engineers, and land surveyors in-house. Under this agreement, we will provide services carried out by other engineers and consultants on a project-to-project basis depending upon the scope of work of the particular project. Potential basic services provided by others may include mechanical engineering, electrical engineering, and fire systems design.

## Terms of Services

The total allowable fees for our services under this agreement will not exceed $200,000.00. Individual projects may be billed on a fixed fee/percentage complete basis or on a time and materials basis via one of the time and materials fee structures below. Our current billing rates are attached to this proposal.

Pending the school board's approval, services will begin on January 15, 2026 and end on June 30, 2027.

## Reimbursable Expenses

Incidental expenses incurred by RRM Design Group or any subconsultant it may hire to perform services for this project are reimbursed by the Client at actual cost plus 10% to cover its overhead and administrative expenses. Reimbursable expenses include but are not limited to reproduction costs, postage, shipping, and handling of drawings and documents, long-distance communications, fees paid to authorities having jurisdiction over the project, the expense of any additional insurance requested by Client in excess of that normally carried by RRM Design Group or its subconsultants, travel expenses (transportation/automobile/lodging/meals), and renderings and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.

### Adjustment to Hourly Billing Rates

RRM reserves the right to adjust hourly rates on an annual basis.

# Limitations of Scope and Exclusions

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the Client or changes in the Client's program or direction inconsistent with prior approvals are subject to additional service fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and Client-approved, fixed fee, or hourly basis per the terms of the attached Exhibit A-1.

The following services or tasks are typically excluded from our scope of work. The excluded services may vary from project to project.

- Geotechnical reports.
- Hazardous materials testing.
- Fire flow testing.

# Exhibit A-1: General Provisions and Conditions

RRM Design Group and Client agree that Exhibit A-1 is hereby made part of this proposal.

If you have any questions or require clarification of the scope of services, Exhibit A-1, or fees outlined above, please do not hesitate to call us. If this scope of services is acceptable, please sign below indicating mutual agreement of the terms of this proposal; return one set to RRM and retain one set for your records.

Thank you again for this opportunity.

Sincerely,

RRM Design Group

Martin Harmann, RA
Project Manager
CA License No. C37789

Anna Win, AIA
Principal in Charge
CA License No. C23260

Attachment: Exhibit A-1

*The person signing and executing this contract for the Client represents and warrants that they are duly authorized and have the legal capacity and actual authority to bind the Client to each and every term, condition, and obligation of this contract and that all requirements of the Client have been fulfilled to provide such authority.*

## Authorization to Proceed by Client Representative:

**Sign** **Date**

**Print Name, Title**

**Billing Email (Please identify the billing contact name and email address to receive electronic invoices.)**

Billing Address

**Billing Address (if different from mailing address)**

*anwN:\X-FILES\X-Files-3000\X3029-00-ED25-Oxnard-SD-On-Call (2025)\Proposal\Original-Docs\Proposal-Oxnard-School-District-On-Call-Architectural-Services-anw-11-21-25.docx*

# Exhibit A-1

## General Provisions and Conditions

The following are the terms and conditions under which RRM Design Group agrees to provide professional services to Client. This Exhibit is intended to supplement the Prime Agreement to which it is attached, and together with any other attached exhibits and/or schedules shall comprise the complete agreement (the "Agreement"). Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. In the event of an inconsistency between this Exhibit and the Agreement, the terms and conditions of this Exhibit shall govern.

**EMPLOYEE RATES (HOURLY).**
Unless otherwise agreed in advance, the fees for professional services performed by RRM Design Group shall be performed on a time and materials basis at RRM Design Group's then-current rates for such work. Schedule 1 attached hereto and incorporated by this reference sets forth a description of RRM Design Group's standard hourly rates for its employees as of the date of this Agreement. Hourly rates may vary according to employee experience and proficiency. Hourly rates for expert witness services or depositions shall be subject to a premium of 2x the standard hourly rate. Overtime for non-exempt employees, if requested by Client, shall be charged at 1.25x the standard hourly rate.

**SUBCONSULTANT EXPENSES.**
The fee for subconsultants of RRM Design Group shall be actual cost plus 10% to cover RRM Design Group's overhead and administrative expenses. Typical subconsultants may include, but are not limited to:

Structural Engineer, Irrigation Consultant, Geotechnical Consultant, Mechanical Engineer, Cost Estimator, Archaeological Consultant, Electrical Engineer, Soils Consultant, Traffic Consultant

RRM Design Group shall not be responsible or liable for subconsultants' data, interpretations, and/or recommendations.

**REIMBURSABLE EXPENSES.**
Clients shall reimburse RRM Design Group for all incidental expenses incurred by RRM Design Group, or any subconsultant it may hire to perform services for the Project, at actual cost plus 10% to cover its overhead and administrative expenses.

Reimbursable expenses shall include, but are not limited to, reproduction costs, postage, shipping and handling of drawings and documents, long distance communications, fees paid to authorities having jurisdiction over the Project, the expense of any additional insurance requested by Client in excess of that normally carried by RRM Design Group or by its subconsultants, travel expenses (transportation/automobile/ lodging/meals), renderings, and models. Reimbursable automobile travel mileage will be billed at the then-current IRS business standard mileage rate.

**RRM DESIGN GROUP REPRODUCTIONS.**
Photocopies shall be charged at a rate of $20 per copy. All other types of RRM Design Group reproductions including, but not limited to, blueprinting, process camera, typesetting, printing, and plotting, shall be billed at RRM Design Group's internal price sheet or, in the case of work sent to outside vendors, at the local vendor's current rate plus 10% to cover RRM Design Group's overhead and administrative expenses.

**FEES AND PAYMENTS.**
Fees for employee rates, subconsultant expenses, reimbursable expenses, and RRM Design Group reproductions shall be billed to Client on an "as-performed basis," unless otherwise agreed by the parties in advance. PAYMENT SHALL BE DUE AND PAYABLE UPON PRESENTATION. In order to defray carrying charges resulting from delayed payments, a finance charge at 1.5% (or the maximum rate allowed by law, whichever is less) per month shall be added to the unpaid balance after thirty (30) days from the date of RRM Design Group's invoice. RRM Design Group, without any liability to Client, reserves the right to withhold services and work product pending payment of Client's outstanding indebtedness or advance payment as required by RRM Design Group.

**ADVANCE PAYMENT.**
RRM Design Group reserves the right, from time to time, to require payment in advance for work estimated to be done during a given billing period.

**COMMENCEMENT OF WORK.**
RRM Design Group's work will commence immediately upon receipt of Client's retainer and/or a notice to proceed signed by Client. If notice to proceed is delayed beyond thirty (30) days, it is understood that the terms and conditions of this Agreement are subject to revision.

**TERMINATION OR SUSPENSION.**
Either party may terminate or suspend this Agreement upon seven (7) days' prior written notice if the other party materially breaches or fails to perform any provision of this Agreement and fails within seven (7) days after receipt of written notice from the non-breaching party to commence, and continue, correction of such breach with diligence and promptness. Failure of Client to make payments to RRM Design Group when due in accordance with this Agreement shall constitute a material breach of this Agreement and cause for termination or, at RRM Design Group's option, cause for suspension of performance of services. In the event of a suspension or termination of services as a result of Client's failure to pay, RRM Design Group shall have no further obligation or liability for loss or damage incurred by Client, including, but not limited to, damage caused by delay, loss of agency approvals, loss of financing, or interest expenses, because of such suspension or termination of service. Before resuming services, RRM Design Group shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of RRM Design Group's services. RRM Design Group's fees for the remaining services and the time schedules shall be adjusted equitably by RRM Design Group.

Group shall be entitled to immediately, and without notice, suspend the performance of any and all its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary petition filed against Client in the United States Bankruptcy Court and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of services continues for a period in excess of ninety (90) days, RRM Design Group shall have the right to terminate all services pursuant to this Agreement.

**ADDITIONAL SERVICES.**
Client agrees that if Client requests services not specified in the scope of services described in this Agreement, Client will pay for all such additional services on a time and materials basis as extra services in accordance with the Employee Rates and Subconsultant Expenses described above, and any other provisions of this Agreement. Client agrees to reimburse RRM Design Group at its then-current standard rates for any unreimbursed costs it incurs to comply with any request or subpoena by any attorney, legal authority, agency, or court of law to provide records, testimony, depositions, or any other form of information related to any legal action involving Client in which RRM Design Group is not a named party.

**ADDITIONAL DOCUMENTS.**
RRM Design Group shall not be required to execute any document subsequent to the signing of this Agreement that might in any way, in the judgment of RRM Design Group, breach RRM Design Group's contractual or legal obligations or put at risk the availability or costs of its professional (if any) or general liability insurance.

**LIMITATION OF LIABILITY.**
RRM Design Group's liability for damages arising from any claimed error, omission, or other professional negligence shall be limited to $25,000 or the fee to be paid by Client for the scope of work described in this agreement, whichever is greater. At Client's election, RRM Design Group will waive this limitation of liability in consideration of the payment by Client of the greater of $500.00 or 10% of the estimated (or agreed-upon) cost of the scope of work described in this Agreement. This provision shall apply to all work performed by RRM Design Group and its employees, agents, retained consultants, subconsultants, subcontractors, affiliates, and representatives in connection with this Agreement, whether or not the entire scope of such work is

described herein. Client's fee for such waiver shall be payable in full within seven (7) days after execution of this agreement. Failure to remit payment within such period shall render null and void Client's election to purchase such waiver of limitation. CLIENT'S ELECTION TO PURCHASE A WAIVER OF LIMITATION OF LIABILITY SHOULD BE INDICATED BY INITIALING HERE:___.

THE PARTIES FURTHER AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

**INDEMNIFICATION.**

To the maximum extent permissible by law, Client shall indemnify, defend, and hold harmless RRM Design Group and its officers, directors, shareholders, partners, managers, members, employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives from and against any and all claims, demands, obligations, actions, suits, procedures, costs, expenses, damages, recoveries and deficiencies, injuries, liabilities or losses, including without limitation, interest, penalties, and reasonable attorneys' fees and costs, that arise from or relate to (i) the negligence, omissions, operations, or misrepresentations of Client or Client's contractors or other consultants, their respective officers, directors, shareholders, partners, managers, members, employees, agents, affiliates and representatives with respect to the Project; or (ii) the default by Client hereunder excepting only those damages, liabilities or costs to the extent caused by RRM Design Group's negligent acts, errors or omissions, or willful misconduct as determined by a court of competent jurisdiction.

These indemnification provisions shall survive the termination or expiration of this Agreement and shall remain in full force and effect as long as permitted by applicable statutes of limitation.

**INSURANCE.**

RRM Design Group shall obtain and maintain until completion of the services liability, property, and casualty insurance from a responsible insurer having minimum limits of not less than $1,000,000.00 for general liability and $1,000,000.00 for property and casualty losses for each occurrence and workers' compensation insurance in the amount of the statutory requirement. Client understands and acknowledges that RRM Design Group is not obligated to provide professional liability insurance.

**TITLE.**

It is understood and agreed that all calculations, drawings, reports, specifications, documents, and data developed for the Project, including drawings, reports, and data on any form of electronic media, developed for the Project (collectively, the "Project Materials") shall be and at all times remain the property of RRM Design Group, who shall be deemed the author, and at all times shall retain all common law, statutory law, and other rights, including copyrights, whether or not the Project is completed. Client agrees not to transfer to others, use, or permit any other person to use the Project Materials, in whole or in part, for any purpose or project other than the Project, without the prior written consent of RRM Design Group, which may be withheld in RRM Design Group's discretion. Client further agrees to waive all claims against RRM Design Group resulting in any way from any unauthorized changes or reuse of the Project Materials for any other project by anyone other than RRM Design Group. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the Project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of RRM Design Group pursuant to this Agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this Agreement, and Client has performed all of its obligations under this Agreement.

**CLIENT RESPONSIBILITIES.**

Concurrent with the execution of the Agreement, Client shall provide RRM Design Group in writing with full information, including a program that sets forth Client's design objectives, constraints, and construction budget criteria as applicable.

In addition, Client shall provide all information it has access to that relates to the site and the Project that may in any way bear upon the services of RRM Design Group hereunder, including but not limited to, a legal description of the site, a recent site survey, a site plan, the location of utilities and underground structures at

the site, previous technical reports, and any previous environmental assessments and/or audits.

At its sole expense, Client shall obtain all necessary authorizations and permits to allow RRM Design Group to have access to the site at reasonable times throughout its performance of this Agreement. RRM Design Group will take reasonable precautions to minimize damage to the site, but unavoidable damage or alteration may occur, and Client agrees to assume sole responsibility for the same. Client agrees to assume sole responsibility for damages due to RRM Design Group's interference with subterranean structures, such as pipes, tanks, and utility lines, that are not correctly shown on the documents provided to RRM Design Group by Client or any third party.

Client further agrees that to the extent work on an existing site or facility requires RRM Design Group to make certain assumptions regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portion of the job site or facility, RRM Design Group may not be able to obtain complete information about existing conditions. To the maximum extent permissible by law, Client shall indemnify, defend and hold harmless RRM Design Group and its officers, directors, shareholders, partners, managers, members, employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives from and against any and all claims, demands, obligations, actions, suits, procedures, costs, expenses, damages, recoveries and deficiencies, injuries, liabilities or losses, including without limitation, interest, penalties, and reasonable attorneys' fees and costs, that arise from or relate to site conditions of which RRM Design Group has not been adequately informed.

Client shall furnish all legal, accounting, and insurance counseling services as may be necessary at any time for the Project, including auditing services Client may require to verify the contractor's applications for payment or to ascertain how or for what purposes the contractor uses the money paid by Client. The information above shall be furnished at Client's expense, and RRM Design Group shall be entitled to rely upon the accuracy and completeness thereof.

If Client observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with this Agreement, prompt written notice shall be given by Client to RRM Design Group.

Client shall furnish information and shall review RRM Design Group's work and provide decisions as expeditiously as necessary for the orderly progress of the Project and of RRM Design Group's services.

Client understands and acknowledges that if the scope of services includes RRM Design Group's assistance in applying for governmental permits or approvals, RRM Design Group's assistance shall not constitute a representation, warranty, or guaranty that such permits or approvals will be acted upon favorably by any governmental agency or be the only permits or approvals required for the Project.

**STANDARD OF PERFORMANCE.**

The standard of care for all professional and related services performed or furnished by RRM Design Group under this Agreement shall be in accordance with generally accepted professional practice in the same or similar localities at the time the services are performed. RRM Design Group makes no warranties, express or implied, under this Agreement or otherwise in connection with RRM Design Group's services. Client acknowledges that changes to this Project inevitably will be required as a result of minor omissions, ambiguities, or inconsistencies in the plans and specifications, and therefore Client agrees to make no claim against RRM Design Group with respect to claims by Project's contractors or others as a result of such omissions, ambiguities, or inconsistencies.

**OPINION OF PROBABLE COST.**

Any evaluation of Client's budget for the Project, preliminary estimates, or updated estimates of probable cost prepared by RRM Design Group represents RRM Design Group's opinion as an experienced and qualified professional generally familiar with the industry. It is recognized, however, that neither RRM Design Group nor Client has control over the cost of labor, materials, equipment, or services provided by others or over competitive bidding, market, or negotiating conditions. Accordingly, RRM Design Group cannot and does not warrant or represent that bids or negotiated prices will not vary

from Client's budget for the Project or any estimate or evaluation prepared or agreed to by RRM Design Group.

**HAZARDOUS ENVIRONMENTAL CONDITION.**
Client acknowledges that RRM Design Group's scope of services for this Project does not include any services related in any way to asbestos, PCBs, petroleum, and/or hazardous or toxic materials (collectively, "Hazardous Materials"). Should RRM Design Group or any other party encounter any Hazardous Materials on the job site, or should it in any other way become known that Hazardous Materials are present or may be present on the job site or any adjacent or nearby areas which may affect RRM Design Group's services, RRM Design Group may, at its option, suspend or terminate work on the Project until Client: (i) retains a qualified contractor to abate and/or remove the Hazardous Materials; and (ii) warrants that the job site is free from any Hazardous Materials and is in full compliance with applicable laws and regulations. If no such action is taken by Client, RRM Design Group may terminate the Agreement. To the maximum extent permissible by law, Client further agrees to indemnify, defend and hold harmless RRM Design Group, its officers, directors, shareholders, partners, managers, members, employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives from and against any and all claims, demands, obligations, actions, suits, procedures, costs, expenses, damages, recoveries and deficiencies, injuries, liabilities or losses, including without limitation, interest, penalties, and reasonable attorneys' fees and costs, that arise from or relate to any Hazardous Materials-related claims that may be brought by third parties.

**ARBITRATION.**
Any controversy arising out of or pertaining to this contract, or its scope, interpretation, application, enforcement, or alleged breach, shall be resolved through binding arbitration. Unless otherwise agreed by the parties, the arbitration shall be conducted in the County of San Luis Obispo, California, before a neutral arbitrator who is either a retired judge or an attorney licensed in California with a minimum of ten years' litigation experience. The arbitration proceedings shall be conducted in accordance with the rules of California Code of Civil Procedure §§ 1280 through 1294.2 and any successor provisions thereto, or any other rules the parties mutually agreed upon in writing. Any award of the arbitrator may be entered as a judgment in any court having jurisdiction. The parties understand that the results of the arbitration shall be binding upon them, and that they are waiving their rights to a trial by jury.

Either party may demand arbitration of any dispute by providing the other party with written notice of the claim, the basis thereof, and the name of a proposed arbitrator. Within ten (10) days of receipt of notice of a demand for arbitration, the recipient of said notice shall provide written notice to the other party of its response to said claim, the basis therefor, and either accepting the proposed arbitrator or providing the name of an alternative arbitrator. If the parties cannot mutually agree on a proposed arbitrator, either party may apply to the superior court for appointment of an arbitrator.

The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorneys' fees, costs, and expenses incurred in connection with the arbitration.

**LIENS.**
This Agreement shall not be construed to alter, affect, or waive any design professional's lien, mechanic's lien, or stop notice right which RRM Design Group may have for the performance of services pursuant to this Agreement. Concurrent with Client's execution of the Agreement and from time to time thereafter as appropriate, Client shall provide in writing to RRM Design Group (i) the present name and address of the record owner of the property upon which the Project is located; (ii) the name and address of any and all lenders who may loan money on the Project and/or who are entitled to receive a preliminary notice.

**SUCCESSORS AND ASSIGNS.**
All of the terms, conditions, and provisions of this Agreement shall inure to the benefit of and be binding upon Client, RRM Design Group, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without the written consent of the parties to this Agreement.

**FORCE MAJEURE.**
RRM Design Group is not responsible, and shall not be deemed in default, for delay caused by activities or

factors beyond RRM Design Group's reasonable control, including, but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or to approve or disapprove of RRM Design Group's services promptly, or faulty performance by Client or other contractors or governmental agencies. To the extent such delays cause RRM Design Group to perform extra services, such services shall be paid for solely by Client in accordance with the terms of this Agreement.

**OTHER PROVISIONS.**

This Agreement, together with the Prime Agreement, represents the entire agreement between RRM Design Group and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both RRM Design Group and Client. All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure by either party to enforce any contract term shall not be deemed a waiver of future enforcement of that or any other term. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect. Any notice, request, authorization, direction, or other communication under this Agreement shall be given in writing and delivered in person or by certified or first-class United States mail, properly addressed and stamped with the required postage to the intended recipient. The parties agree that they will execute such other instruments and documents as are or may become necessary or convenient to carry out the intent and purposes of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the person, persons, or entities may require. All headings in this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Each individual executing this Agreement on behalf of a party hereto, by his or her signature, represents that he or she maintains full authority on behalf of the applicable party to execute this Agreement, and thereby binds the applicable party to all covenants, duties, and obligations contained herein. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not limitation, this Agreement shall not be construed against the party responsible for any language in this Agreement. The failure of either party, whether purposeful or otherwise, to exercise in any instance any right, power, or privilege under this Agreement or under law shall not constitute a waiver of any other right, power, or privilege, nor of the same right, power, or privilege in any other instance. Any waiver by RRM Design Group must be in writing and signed by an authorized representative of RRM Design Group. Time is agreed to be of the essence with respect to this Agreement.

# Exhibit A-1 Schedule 1

**Bill Rate Ranges**

*Subject to change effective March 1st each year*

| ARCHITECTURE | | | | | |
|---|---|---|---|---|---|
| Intern | $ | 54 | - | $ | 91 |
| Designer I - ARCH | $ | 83 | - | $ | 111 |
| Designer II - ARCH | $ | 90 | - | $ | 133 |
| Designer III - ARCH | $ | 108 | - | $ | 170 |
| Job Captain - ARCH | $ | 108 | - | $ | 170 |
| Architect | $ | 114 | - | $ | 174 |
| Project Designer - ARCH | $ | 126 | - | $ | 197 |
| Project Architect | $ | 126 | - | $ | 197 |
| Project Manager - ARCH | $ | 131 | - | $ | 212 |
| BIM Manager - ARCH | $ | 132 | - | $ | 233 |
| Quality Control Manager - ARCH | $ | 151 | - | $ | 255 |
| Senior Designer - ARCH | $ | 154 | - | $ | 248 |
| Senior Architect | $ | 154 | - | $ | 262 |
| Senior Project Manager - ARCH | $ | 157 | - | $ | 269 |
| Associate Manager of Architecture | $ | 163 | - | $ | 251 |
| Design Director - ARCH | $ | 183 | - | $ | 309 |
| Manager of Architecture | $ | 189 | - | $ | 309 |
| Director of Architecture | $ | 201 | - | $ | 330 |
| Principal | $ | 207 | | $ | 371 |
| Managing Partner | $ | 220 | | $ | 442 |

| ENGINEERING | | | | | |
|---|---|---|---|---|---|
| **CIVIL ENGINEERING** | | | | | |
| Intern | $ | 54 | - | $ | 91 |
| Designer I - CIVIL | $ | 77 | - | $ | 107 |
| Designer II - CIVIL | $ | 87 | - | $ | 138 |
| Construction Inspector | $ | 102 | - | $ | 192 |
| Associate Engineer - CIVIL | $ | 129 | - | $ | 190 |
| Senior Associate Engineer - CIVIL | $ | 146 | - | $ | 238 |
| Engineer I - CIVIL | $ | 105 | - | $ | 159 |
| Engineer II - CIVIL | $ | 118 | - | $ | 186 |
| Project Engineer - CIVIL | $ | 142 | - | $ | 210 |
| Senior Project Engineer - CIVIL | $ | 160 | - | $ | 262 |
| Project Manager - CIVIL | $ | 176 | - | $ | 277 |
| Manager of Engineering Services - CIVIL | $ | 200 | - | $ | 317 |
| Principal | $ | 207 | | $ | 371 |
| Managing Partner | $ | 220 | | $ | 442 |
| **STRUCTURAL ENGINEERING** | | | | | |
| Intern | $ | 54 | - | $ | 91 |
| Drafter I | $ | 77 | - | $ | 123 |
| Drafter II | $ | 89 | - | $ | 139 |
| Drafter III | $ | 104 | - | $ | 153 |
| Senior Drafter | $ | 125 | - | $ | 202 |
| Engineer I - STRUCT | $ | 101 | - | $ | 149 |
| Engineer II - STRUCT | $ | 119 | - | $ | 186 |
| Project Engineer - STRUCT | $ | 142 | - | $ | 210 |
| Senior Project Engineer - STRUCT | $ | 159 | - | $ | 261 |
| Project Manager - STRUCT | $ | 170 | - | $ | 269 |
| Manager of Engineering Services - STRUCT | $ | 193 | - | $ | 309 |
| **SURVEYING** | | | | | |
| Survey Technician I | $ | 78 | - | $ | 119 |
| Survey Technician II | $ | 90 | - | $ | 137 |
| Survey Technician III | $ | 105 | - | $ | 182 |
| Party Chief | $ | 108 | - | $ | 168 |
| Senior Party Chief | $ | 135 | - | $ | 217 |
| Land Surveyor | $ | 135 | - | $ | 203 |
| Senior Land Surveyor | $ | 159 | - | $ | 242 |
| Supervisor of Surveying | $ | 171 | - | $ | 249 |
| Manager of Surveying | $ | 180 | - | $ | 277 |
| **SURVEYING (Crew Rates)** | | | | | |
| REGULAR | | | | | |
| One person w/ GPS or Robotic Workstation | $ | 175 | - | $ | 230 |
| Two person | $ | 240 | - | $ | 390 |
| Three person | $ | 320 | - | $ | 495 |
| PREVAILING WAGE | | | | | |
| One person w/ GPS or Robotic Workstation | $ | 270 | - | $ | 370 |
| Two person | $ | 335 | - | $ | 380 |
| Three person | $ | 425 | - | $ | 610 |

| INTERIOR DESIGN | | | | | |
|---|---|---|---|---|---|
| Designer I - INT | $ | 74 | - | $ | 111 |
| Designer II - INT | $ | 90 | - | $ | 136 |
| Interior Designer I | $ | 97 | - | $ | 144 |
| Interior Designer II | $ | 108 | - | $ | 172 |
| Interior Designer III | $ | 128 | - | $ | 194 |
| Senior Interior Designer | $ | 138 | - | $ | 215 |

| LANDSCAPE ARCHITECTURE | | | | | |
|---|---|---|---|---|---|
| Intern | $ | 54 | - | $ | 91 |
| Assistant Designer - LAND | $ | 84 | - | $ | 119 |
| Associate Designer - LAND | $ | 93 | - | $ | 137 |
| Designer- LAND | $ | 105 | - | $ | 182 |
| Landscape Architect | $ | 108 | - | $ | 175 |
| Senior Landscape Architect | $ | 132 | - | $ | 214 |
| Principal Landscape Architect | $ | 156 | - | $ | 252 |
| Design Director - LAND | $ | 159 | - | $ | 256 |
| Manager of Landscape Architecture | $ | 165 | - | $ | 259 |
| Principal | $ | 207 | | $ | 371 |
| Managing Partner | $ | 220 | | $ | 442 |

| PLANNING | | | | | |
|---|---|---|---|---|---|
| Intern | $ | 54 | - | $ | 91 |
| Assistant Planner | $ | 98 | - | $ | 142 |
| Associate Planner | $ | 117 | - | $ | 187 |
| Urban Designer - PLAN | $ | 117 | - | $ | 187 |
| Senior Planner | $ | 148 | - | $ | 227 |
| Senior Urban Designer - PLAN | $ | 148 | - | $ | 227 |
| Supervisor of Planning & Urban Design | $ | 160 | - | $ | 244 |
| Principal Planner | $ | 181 | - | $ | 276 |
| Manager of Planning & Urban Design | $ | 194 | - | $ | 291 |
| Principal | $ | 207 | | $ | 371 |
| Managing Partner | $ | 220 | | $ | 442 |

| CORPORATE SERVICES | | | | | |
|---|---|---|---|---|---|
| Administrative Assistant | $ | 66 | - | $ | 108 |
| Administrative Coordinator | $ | 83 | - | $ | 144 |
| Office Manager | $ | 118 | - | $ | 179 |
| CEO | $ | 276 | | $ | 546 |
| File Clerk/Administrative Support | $ | 62 | | $ | 93 |
| Marketing Assistant | $ | 60 | - | $ | 91 |
| Marketing Coordinator | $ | 77 | | $ | 129 |
| Marketing Manager | $ | 140 | | $ | 262 |
| Marketing Specialist | $ | 103 | | $ | 172 |
| Office Coordinator | $ | 83 | - | $ | 144 |
| Business Development & Pursuits Supervisor | $ | 119 | | $ | 215 |
| Receptionist | $ | 62 | - | $ | 93 |
| Senior Marketing Specialist | $ | 118 | | $ | 208 |

# OSD BOARD AGENDA ITEM

**Name of Contributor:** Kristen Pifko **Date of Meeting:** January 14, 2026

**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")<br>6 Hutton Centre Drive, Suite 1150<br>Santa Ana, CA 92707 | **Client:** | Oxnard School District ("District" or "Client")<br>c/o CFW, Inc.<br>1901 S. Victoria Avenue, Suite 106<br>Oxnard, CA 93035 |
| **Architect Contact:** | Xavier Salas/Melvyn Tan | **Client Contact:** | Gerald Schober (gschober@cfwinc.com) |
| **Agreement Date:** | September 20, 2023 ("Master Agreement")<br>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:

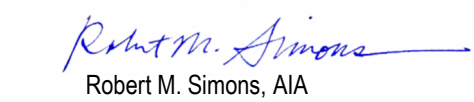
| | |
|---|---|
| Offsite Improvements Design | $44,000.00 |
| Legal Descriptions + Exhibits | $ 5,280.00 |
| Stormwater Pollution Prevention Plan (SWPPP) | $14,080.00 |
| Cost Estimating | $ 1,320.00 |

**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<br>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" s**hall 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" s**hall 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:**

Oxnard School District

Att: Dr. Anabolena DeGenna, Interim Superintendent

1051 South A Street

Oxnard, CA 93030

**TO ARCHITECT:**

SVA Architects

Att: Robert M. Simons, President and Partner

6 Hutton Center Drive, Suite 1150

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

1321

# 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<br>☐ CLAIMS-MADE ☑ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☑ PRO-JECT ☐ LOC<br>☐ OTHER: | | | 680007T437569 | 9/29/2023 | 9/29/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 2,000,000<br>$ 1,000,000<br>$ 5,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>✓ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | BA-7T437742-1 | 9/29/2023 | 9/29/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | ✓ UMBRELLA LIAB ☑ OCCUR<br>EXCESS LIAB ☐ CLAIMS-MADE<br>DED RETENTION $ | | | CUP007T437809 | 9/29/2023 | 9/29/2024 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 5,000,000<br>$ 5,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | UB007T437766 | 9/29/2023 | 9/29/2024 | ✓ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 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

Page ____ of ____

| AGENCY | NAMED INSURED |
|---|---|
| Affinity Insurance Services, Inc. | SVA Architects, Inc.<br>6 Hutton Centre Drive, Suite 1150<br>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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**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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**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;

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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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# 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 | Policy No. | Endorsement No.

Insured | 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.<br>Chicago IL Office<br>200 East Randolph<br>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.<br>6 Hutton Centre Drive, Suite 1150<br>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<br>Aggregate<br>Deductible | $5,000,000<br>$5,000,000<br>$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:** Kristen Pifko **Date of Meeting:** January 14, 2026

**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)**

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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 14th day of January, 2026 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:** January 14, 20 26

**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:** Dr. Aracely Fox **Date of Meeting:** January 14, 2026

**Agenda Section:** Section C: Enrichment Agreement

**Approval of Agreement #25-182 – DeBruin Enterprises, LLC. (Fox/Shea)**

The Oxnard School District is considering a two-part STEM initiative that includes a Monthly STEM Speaker Series (for 9 AVID schools) and the Waterworld Summer 2026 Program (for all summer school sites – TBD). Together, these programs aim to inspire student curiosity and enhance college and career readiness. Students will engage with NASA, NOAA, and other STEM and aquatic science professionals through classroom visits, interactive curriculum, hands-on experiments, teacher professional development, and a Mobile Water Museum experience. Both initiatives deliver high-impact, real-world learning aligned with state standards.

Term of Agreement: January 15, 2026 through August 30, 2026

**FISCAL IMPACT:**
Not to Exceed a Total amount of $580,000.00 – Expanded Learning Opportunities Program Funds ($520,000.00)/Title 1 Funds ($60,000.00)

**RECOMMENDATION:**
It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-182 with DeBruin Enterprises, LLC.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement #25-182, DeBruin Enterprises (83 Pages)
Proposal (5 Pages)
Presentation (8 pages)

**OXNARD SCHOOL DISTRICT**

**AGREEMENT # 25-182**

**AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES**

*THIS AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES* (this "Agreement") is entered into as of the below-referenced Effective Date by and between the Oxnard School District, a California public school district ("District") and the below-referenced service provider ("Service Provider"). In this Agreement, District and Service Provider are sometimes individually referred to as "Party" and collectively referred to as the **"**Parties**."**

| | |
|---|---|
| Effective Date: | January 15, 2026 - August 30, 2026 |
| Service Provider: | DeBruin Enterprises, LLC |
| Address: | 850 1/2 23rd Avenue North, Petersburg, FL. 33704 |
| | Authorized Representative: Kevin DeBruin |
| | Representative's Email: kevin@kevinjdebruin.com |
| Type of Service: | _____ Lead Agency |
| | _X_ Enrichment Agency |

**RECITALS**

A. District is a California public school district that serves preschool to eighth grade students in the City of Oxnard, County of Ventura, State of California at one preschool, ten TK-5 schools, four TK-8 schools, three K-8 schools, and three 6-8 schools. District offers after-school programs to its grade level students for the 180 school days and 30 non-school days within each fiscal year (July 1 to June 30).

B. For District's after-school program, the "Lead Agency" is responsible for providing daily after-school programming for the 180 school days and 30 non-school days within each fiscal year as required by funding; works with the program from school dismissal until closing time; and provides management, oversight, and coordination of all afterschool programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.

C. For District's after school program, an "Enrichment Agency" is responsible for providing specific types of enrichment programs (*e.g.*, arts, robotics, or sports) in accordance with its area of expertise, and may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year). Further, each and every Enrichment Agency shall adhere to the management, oversight, and coordination rules and regulations of the Lead Agency.

D. District has sought the performance of the Services (defined below) for Lead Agency and Enrichment Agencies, as defined and described particularly on Exhibit A-0, Exhibit A-1, Exhibit A-2, and Exhibit A-3.

E. Following submission of a proposal for the performance of the Services, Service Provider was selected by District to perform the Services as a Lead Agency or Enrichment Agency, as indicated above.

F. The California Department of Education has awarded District a grant through the Expanded Learning Opportunities ("ELOP") Program, After School Education and Safety ("ASES") Program, and/or the 21st Century Community Learning Centers ("21st CCLC") Program for academic school year 2025-2026 commencing 1/15/2026 and ending 8/30/2026 (collectively, the "Grant"). The Grant may also apply to additional academic school years.

G. The purpose of the Grant is to fund local after school education and enrichment programs. The District intends to use the Grant, in part, to retain Service Provider to perform the Services.

H. The Parties desire to memorialize the selection of Service Provider for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

## OPERATIVE PROVISIONS

**1. Incorporation of Recitals and Exhibits**. The Recitals set forth above and all Exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein. This Agreement, all exhibits, and the RFP, including all RFP forms and all contract forms, are collectively referred to as the "Contract."

**2. Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from 1/15/2026 to and including 8/30/2026 (the "Term"). This Agreement may be extended for two additional one (1)-year terms only by a written amendment, signed by the Parties, prior to the expiration of the Term.

**3. Performance of the Services; Time for Performance**. Service Provider shall provide the services set forth in Service Provider's proposal (as accepted by District and attached to the Contract), Exhibit A-0 (as applicable to Service Provider as a Lead Agency or Enrichment Agency as indicated in the preamble above), Exhibit A-1, and Exhibit A-3 during the Term pursuant to the schedule specified Exhibit A-0 (the "Primary Services"). Service Provider may also agree to provide additional services, at District's request and only with District's prior written authorization (the "Additional Services"). Any such Additional Services shall be completed in accordance with Exhibit A-2 during the Term pursuant to the schedule specified in Exhibit A-0. For purposes of this Agreement, the Primary Services and Additional Services shall collectively be referred to as the "Services." If Service Provider fails to complete the Services pursuant to the schedule specified in Exhibit A-0 or such other schedule that the Parties memorialize in a writing signed by duly authorized representatives of each Party, then Service Provider shall be deemed to be in Default

as provided below. Notwithstanding anything to the contrary in this Agreement or the Contract, Service Provider expressly understands and agrees that this Agreement and the Contract are subject to the Grant and that if the Grant is reduced or revoked, then the District shall have the right to terminate this Agreement and the Contract with no further liability to Service Provider.

**4. Compensation and Method of Payment**.

a. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Service Provider the amounts specified below for the Services.

i. The total compensation for the Primary Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21st CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

Dollars $ 580,000.00

ii. The total compensation for the Additional Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21st CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

Dollars $ N/A

Notwithstanding the generality of the foregoing, if Service Provider renders any Additional Services without District's prior written authorization, District shall not be obligated to pay for such services.

iii. Unless the District Superintendent or designee provides advance written authorization of a higher amount, the hourly rate for any subcontractor of Service Provider shall not exceed the following amount:

Dollars $ N/A per hour

iv. If the amount of the Grant is modified in a manner that will affect Service Provider's provision of the Services, in District's sole discretion, then the Parties agree to amend the costs accordingly through written amendment.

b. Each month by the 20th, Service Provider shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontracts. Subcontractor charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment, and supplies. All invoices must comply with the requirements set forth in Exhibit B. District shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred comply with the provisions of this Agreement, inclusive of Exhibit B. In the event that no charges

or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection c. In the event any charges or expenses are disputed by District, then District shall return the original invoice to Service Provider for correction and resubmission.

c. Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by District, District will use its best efforts to cause Service Provider to be paid within forty-five (45) calendar days of receipt of Service Provider's correct and undisputed invoice.

d. Payment to Service Provider for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

**5. Quarterly Review and Adjustment of Scope of Work**. District may, in its sole and absolute discretion, (a) conduct a quarterly performance review of the Services, including, but not limited to, enrollment numbers, alignment with District goals and priorities, compliance with assurances, and other reasonable evaluation indicators, and (b) based on such assessment, require Service Provider to adjust and/or decrease the frequency of its services by a specified amount within thirty (30) calendar days or another timeframe established by District in its sole discretion, in which event District will simultaneously reduce Service Provider's compensation *pro rata* with no liability to Service Provider for such reduction.

**6. Termination**. This Agreement may be terminated as follows.

a. **Mutual Agreement**. The Parties may, at any time, mutually agree in writing to terminate this Agreement.

b. **Termination by Service Provider for Cause**. Service Provider may, upon thirty (30) calendar days written notice to District, (i) terminate this Agreement or suspend work under this Agreement for a reasonable period of time, and (ii) recover from District payment for all work executed if: (A) Service Provider's work under this Agreement is stopped for a period of six (6) months or more pursuant to an order of any court of competent jurisdiction or any public authority (but not for a school closure event as set forth in paragraph 7 of this Agreement), and through no act or fault of Service Provider or of anyone employed by Service Provider or acting on Service Provider's behalf, (B) District fails to pay Service Provider within sixty (60) calendar days after its maturity and presentation any sum awarded by final arbitration or a court of competent jurisdiction, or (C) Service Provider delivers District written notice of any alleged material breach of this Agreement by District and District fails to cure such alleged breach within sixty (60) calendar days, provided, however, that the timeline for cure shall be extended for an additional period if District is diligently pursuing such cure in good faith and an additional time period for the cure is reasonably warranted.

c. **Termination by District for Non-Appropriation of Funds**. District shall have the right to terminate this Agreement at any time due to non-appropriation of funds.

d. **Termination by District for Convenience**. District shall have the right to terminate this Agreement for convenience by giving Service Provider at least ninety (90) calendar days written notice.

e. **Termination by District for Cause**. District may terminate this Agreement for cause upon thirty (30) calendar days' written notice to Service Provider. For the purposes of this subparagraph, "cause" shall include, but not be limited to, (i) Service Provider filing for bankruptcy, being adjudged bankrupt, or being subject to involuntary bankruptcy proceedings; (ii) Service Provider making a general assignment for the benefit of Service Provider's creditors; (iii) the appointment of a receiver due to Service Provider's insolvency; (iv) the levy of an attachment of execution upon Service Provider's property; (v) the persistent or repeated failure or refusal of Service Provider to properly staff the after-school programs or otherwise violate any provisions of Exhibits A-0 to A-3; (vi) the material violation of any applicable law or District regulation or policy; (vii) any act or omission by any Service Provider or its subcontractor personnel that constitutes gross negligence or willful misconduct, endangers or is likely to endanger the safety, health, or wellbeing of any District student or staff, or represents a repeated default by Service Provider personnel (*e.g.*, repeated late arrivals to school sites or repeated violations of the Standards for Performance); and (viii) any other material breach of the Contract by Service Provider, Service Provider's employees, Service Provider's subcontractors or anyone acting on Service Provider's behalf, including, but not limited to, the breach of any covenant, representation or warranty in this Agreement, and the violation of any provision of the RFP (including continuing disclosure obligations). Any failure on the part of District to give notice of the Service Provider's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. District may, but is not obligated to, provide Service Provider an opportunity to cure any default. Notwithstanding the thirty (30) calendar days' advance written notice specified herein, District reserves the right to *immediately* suspend the Services of Service Provider if the circumstances reasonably warrant (*e.g.*, due to imminent safety and health issues). Moreover, Service Provider shall be liable to District for any excess cost occasioned to District by termination for cause. The foregoing provisions for termination of this Agreement are in addition to, and not in limitation of, the rights of District under any other provisions of the Contract. Service Provider shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the gross negligence or willful misconduct of District.

f. **Effect of Termination or Expiration of Agreement**. Upon termination or expiration of the Term, this Agreement, and the entire Contract, shall terminate; Service Provider shall cease providing the Services; Service Provider shall vacate the District premises, leaving them in a neat and orderly condition; and Service Provider and District shall comply with any remaining obligations under the Contract, as applicable (*e.g.*, payment of any sums still due and owing,). Service Provider acknowledges and agrees that certain obligations shall survive the termination or expiration of the Contract, including, but not limited to, Service Provider's indemnity obligations, confidentiality obligations, and obligations regarding delivery and maintenance of reports and records.

**7. School Closures**. If District, or any one or more schools within District, are closed due to any lawful reason including in response to governmental orders or advisories, or to protect the

health, safety and welfare of students and employees, or by reason of any emergency (including, but not limited to, a wildfire, mudslide, or earthquake), and District notifies Service Provider that it does not need to provide the Services or any portion of the Services, then District shall not be charged or required to pay for the Services, staffing, overhead, or any other related costs for the closed school site(s) during the applicable closure period. Additionally, if any school site is required to rely on remote learning in lieu of or in addition to student attendance at the time of commencement of classes or any time during the school year, then District shall have the right to notify Service Provider of the revised service needs, and the Service Provider shall, to the maximum extent reasonably practicable, provide the Services via remote learning or via a hybrid of in-person and remote learning, in which event District shall not be charged or required to pay for any additional costs of the remote or hybrid learning and, if the Services are reduced, then District shall only be billed for the Services provided and adjusted actual costs for reduced services received. District shall also furnish Service Provider written notice of school reopening plans, including phases and any interruptions in reopening schedules, and Service Provider agrees to furnish the Services as needed by District with cost reductions as reasonably warranted. Service Provider agrees to cooperate with District in cost reduction and utilization changes, including, but not limited to, working with Service Provider on partial, phased, or full reopening plans to provide such services as District shall need under those plans. Notwithstanding the generality of the foregoing clauses within this section, District may, in its sole and absolute discretion, elect to continue to pay for the Services despite the closure of one or more school sites if, for example, District receives emergency funds from the State or other sources for such purposes.

**8. Service Provider's Representations and Warranties**. In addition to any other representations and warranties set forth elsewhere in the Contract, Service Provider hereby represents and warrants to District that:

a. Service Provider is currently authorized and qualified to conduct business in the State and the County, and Service Provider will remain in good standing in the State, the County and, as applicable, the Internal Revenue Service, Franchise Tax Board, and Attorney General, for the entire term of the Contract.

b. Service Provider has carefully examined the Contract; is familiar with the Services; and has the expertise, personnel, and resources to timely and properly conduct the Services.

c. Service Provider has the right, power, and authority to enter into the Contract, including this Agreement and all contract documents, and to perform its obligations hereunder and under the Contract.

d. This Agreement constitutes the legal, valid, and binding obligation of Service Provider enforceable against Service Provider in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the rights of contracting parties generally. This Agreement does not violate any provision of any material agreement or document to which Service Provider is a party or by which Service Provider is bound.

e. There are no lawsuits, claims, suits, proceedings, or investigations pending or, to Service Provider's knowledge, threatened against Service Provider arising out of or concerning Contractor's performance under this Agreement. There are no suits, actions, or proceedings pending, or to Service Provider's knowledge, threatened against Service Provider which question the legality or propriety of the transactions contemplated hereunder.

All representations and warranties of Service Provider are made as of the Effective Date and shall survive the term of the Contract for a period of three (3) years. Service Provider shall be in material default if Service Provider is unable to make the representations and warranties hereunder as of the Effective Date.

**9. Ownership of Documents; Use of Documents by District**. All curriculum, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, fliers, and other documents prepared, developed or discovered by Service Provider in the course of providing any of the Services pursuant to this Agreement (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to District all such Documents. If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Service Provider's guarantees and warrants related to Standards of Performance as set forth in paragraph 13 of this Agreement shall not extend to such use of the Documents.

**10. Service Provider's Books and Records**.

a. For purposes of this Agreement, the term "Records" means any and all books and records relating to Service Provider's performance of Services at each and every school site within the District, including, but not limited to, all:

i. student outreach materials (such as flyers and other promotional materials); student enrollment records; daily student attendance records; daily sign in and sign out sheets; early release policy, early release requests, and other early release records; physician notes for student absences, activity restrictions, *etc*.;

ii. employee records for Service Provider personnel working in the Program, including proof of TB clearance, first aid and CPR certification, and satisfaction of all training requirements, evidence that the staff person meets the minimum qualification for providing services to District (*e.g*., proof of meeting qualifications as a paraeducator as defined by District), hiring date and (if applicable) termination date, job description, school site assignment, dates of service at District school sites, payroll records, and employment files (including disciplinary records);

iii. food service reimbursable snack logs and Q meal summary electronic reports for nutrition provided to students attending the programs;

iv. ledgers, books of account, invoices, vouchers, canceled checks, and other records evidencing or relating to work, services, expenditures, and disbursements charged to District under this Agreement (which Service Provider shall maintain in accordance with generally accepted accounting principles and

with sufficient detail to permit an accurate evaluation of the Services provided by Service Provider pursuant to this Agreement); and

v. evidence of any grants, matching funds, in-kind donations, or other financial contributions to the Program that were provided through or on account of Service Provider.

b. District's fiscal year is July 1 to June 30. By July 15 of each year, Service Provider shall deliver to District true and correct copies of all Records for the prior fiscal year (e.g., by July 15, 2026 provide copies of all Records for 2025-2026 ). Service Provider shall upload true and correct electronic copies of the Records to a secure portal as directed by District.

c. Service Provider shall maintain any and all Records for a minimum of five (5) years after termination or expiration of this Agreement, or longer if required by law.

d. Any and all such Records shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such Records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such Records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement or via electronic delivery.

e. District has the right to acquire custody of such Records by written request if Service Provider decides to dissolve or terminate its business. Service Provider shall deliver or cause to be delivered all such Records to District within sixty (60) workdays of receipt of the request.

**11. Independent Contractor**. Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee, or agent of District.

a. The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Service Provider, its agents or employees shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees, or agents of District. Neither Service Provider, nor any of Service Provider's officers, employees, or agents, shall, by virtue of Services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Service Provider will be responsible for payment of all Service Provider's employees' wages, payroll taxes, employee benefits, workers' compensation, and any amounts due for federal and state income taxes and social security taxes since these taxes will not be withheld from payment under this Agreement.

b. Service Provider shall have no authority to bind District in any manner, or to incur any obligation, debt, or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

**12. Penal Code sections 667.5 and 1192.7**. If Service Provider becomes aware that any person employed by or volunteering with Service Provider in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Service Provider must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

**13. Standards of Performance**. Service Provider represents and warrants that it has the qualifications, experience, resources, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner. Service Provider shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all Services described herein. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Service Provider under this Agreement.

**14. Confidential Information, Generally**. All information gained during performance of the Services and all Documents or other work product produced by Service Provider in performance of this Agreement shall be considered confidential, but only to the extent such information is not considered a public record for purposes of federal or state law. Service Provider shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District, except as may be required by law.

a. Service Provider shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any Party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing, or similar proceeding. Service Provider agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Service Provider; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

**15. Student Privacy Laws.**

a. In relation to the performance of the Services, Service Provider may receive or obtain access to confidential student data ("Confidential Student Data") that is governed by privacy laws under federal or state law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) ("HIPAA"); the Family Educational Rights and Privacy Act of 1974 (20 USC § 1232g and 34 CFR Part 99) ("FERPA"); the Protection of Pupil Rights Amendment (20 USC § 1232h) ("PPRA"); the Children's Online Privacy Protection Act of 1998 (15 USC §§ 6501, *et seq*.) ("COPPA"); California Education Code Section 49073-49079.7; the Student Online Personal Information Privacy Act (Cal. Business and Prof. Code §§ 22584, *et seq.*) ("SOPIPA"); the Early Learning Personal Information Protection Act (Cal. Business and

Prof. Code §§ 22586, *et seq*.) ("ELPIPA") (collectively, the "Student Privacy Laws"). Service Provider agrees to abide by the Student Privacy Laws in connection with all Confidential Student Data.

b. Service Provider shall strictly comply with the Student Privacy Laws. Without limiting the generality of the foregoing, Service Provider shall perform the following duties in regards to any Confidential Student Data that Service Provider obtains in the performance of the Contract: (i) not disclose the information to any other party without the consent of the parent/guardian or an eligible student; (ii) use the data for no other purpose than the performance of the services contemplated under the Contract; (iii) permit District access to any relevant records for the purpose of completing authorized audits; (iv) require all of Service Provider's officers, directors, administrators, employees, subcontractors, and agents to comply with all provisions of the Student Privacy Laws; (v) designate in writing a single authorized representative who shall be responsible for requesting, receiving, transmitting and, as permitted under the Contract and applicable law, destroying Confidential Student Data; (vi) maintain all Confidential Student Data in a secure computer and not copying, reproducing or transmitting data except as necessary to perform under the Contract; and (vii) destroy or return all personally identifiable information obtained under the Contract when it is no longer needed for the purpose for which it was obtained no later than thirty (30) calendar days after it is no longer required. Failure to properly destroy or return Confidential Student Data shall preclude Service Provider from accessing personally identifiable student information for at least five (5) years as provided in 34 C.F.R. Section 99.31(a)(6)(iv), which shall be grounds for District to terminate this Agreement for cause and seek any and all remedies available to District at law or in equity.

c. In the event that Service Provider operates a website, online service, mobile application or similar medium, Service Provider shall comply with the requirements of SOPIPA (Cal. Business and Prof. Code §§ 22584, *et seq*.) by (a) not knowingly engaging in advertising targeted to District students or their parents or guardians, creating profiles of students or their parents or guardians, selling information about students or their parents or guardians, or disclosing any personally identifiable information without proper prior consent; (b) storing, processing and protecting District data pursuant to commercial best practices, including encrypting data; (c) promptly deleting District data, including, but not limited to, student, parent and guardian data, upon District's request; and (d) not storing District data outside of the United States.

**16. Conflict of Interest; Disclosure of Interest**. Service Provider covenants that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Service Provider's performance of Services under this Agreement. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the District.

a. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Board Bylaws Sections 9270 and 9270-E, as hereinafter amended or renumbered, require that a Service Provider that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Service Provider represents that it has received and reviewed a copy of the Board's Bylaws Sections 9270 and 9270-E (available on the District's website at https://www.oxnardsd.org/domain/12) and that it does not qualify as a "designated employee."

_____ (Initials)

c. Service Provider agrees to notify the Superintendent, in writing, if Service Provider believes that it is a "designated employee" and should be filing financial interest disclosures but has not been required to do so by the District.

_____ (Initials)

**17. Compliance with Applicable Laws**. Service Provider hereby agrees that Service Provider, and its officers, owners, agents, employees, and subcontractors, shall keep themselves informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in the performance of the Contract, including, but not limited to, minimum wage laws and laws prohibiting discrimination. Service Provider shall be responsible for the safety of its employees and shall comply with all applicable regulations of the California Division of Occupational Safety and Health (Cal OSHA), including, but not limited to, California Code of Regulations Title 8, section 3203, Injury and Illness Prevention Program, and section 3205, COVID-19 Prevention. Service Provider shall ensure that workers in school settings who are on-site supporting school functions are compliant with applicable Public Health Department Orders and Guidance, and other mandates related to COVID-19, so long as such orders and guidance remain in effect. Service Provider and its officers, owners, agents, employees, and subcontractors shall secure and maintain in force for the Term, at their sole cost and expense and at no cost to District, any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees, or agents of District, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section. Without limiting the generality of the foregoing, Service Provider shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

**18. Undocumented Workers**. Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. Sections 1101, et seq., as amended, and in connection therewith, shall not employ undocumented workers, defined herein the same as in 8 U.S.C.A. Section 1324a(h)(3). Should Service Provider so employ such individuals for the performance of work and/or Services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Service Provider hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

**19. Non-Discrimination**. Service Provider shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and

shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

**20. Assignment**. The expertise and experience of Service Provider are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the Board of Trustees of District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

**21. Subcontracting**. Notwithstanding the above, Service Provider may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Service Provider shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Service Provider, as if Service Provider performed the acts and omissions directly.

**22. Continuity of Personnel**. Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement.

a. Service Provider shall ensure that District has a current list of all personnel and subcontractors providing Services under this Agreement.

b. Service Provider shall notify District of any changes in Service Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (i) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services described herein; (ii) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (iii) the professional degree, if applicable, and experience required for each position; and (iv) the name of the person responsible for fulfilling the terms of this Agreement.

c. Service Provider shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

d. Notwithstanding the generality of the foregoing, all Service Provider personnel assigned to perform under the Contract shall be subject to the continuous approval of District. District may refuse to accept any Service Provider personnel assigned to the Contract in the event that such persons fail to meet the necessary performance standards or for any other reasonable basis. Upon the request of District, Service Provider shall immediately terminate the assignment of any Service Provider personnel to the District's after-school program.

**23. Assumption of Responsibility**. In accordance with Service Provider's obligations under paragraphs 11, 13, 21, and 22 herein, Service Provider assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

**24. Service Provider's Indemnification of District**.

a. To the fullest extent permitted by California law, Service Provider, on behalf of itself and its officers, agents, employees, board members, owners, shareholders, subcontractors, volunteers and agents (collectively, "Indemnifying Party"), shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers (collectively, "Indemnified Party") from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, which arise out of or relate to any one or more of the following (each a "Claim" and collectively the "Claims"): (i) Indemnifying Party's breach of any representation or warranty in the Contract; (ii) Indemnifying Party's breach of any material provision of the Contract; (iii) Indemnifying Party's violation of any applicable law; (iv) employment and labor claims concerning Indemnifying Party's employees, agents, and/or subcontractors; (v) intentional misrepresentation or fraud by Indemnifying Party; (vi) bodily injury, including, but not limited to, illness, communicable disease, virus, or pandemic in connection with Indemnifying Party's provision of the Services; (v) personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation, and any claims or allegations of wrongful death) in connection with Indemnifying Party's provision of the Services, (vi) any damage to and destruction of real property in connection with Indemnifying Party's provision of the Services; (vii) any damage to and destruction of personal property in connection with Indemnifying Party's provision of the Services, (viii) Service Provider's furnishing to District of any copyrighted or patented material under the Contract and claims that such materials infringe upon a third party's intellectual property rights. For avoidance of doubt, Service Provider's liability under this paragraph includes any and all liability arising out of or in any way attributable to the performance of this Agreement by Service Provider or by any individual or entity for which Service Provider is legally liable, including, but not limited to, its officers, agents, employees, and subcontractors.

b. Indemnifying Party's indemnity, defense, protection and hold harmless obligations under this paragraph 24 shall apply whether or not the applicable Claim: (i) is a third party claim or a direct claim; (ii) has any merit; (iii) arises from an act or omission authorized under the Contract; or (iv) is caused or alleged to have been caused by the negligence of the Indemnified Party, provided, however, that Indemnifying Party shall not be liable for damages or losses caused by sole gross negligence or sole willful misconduct of the Indemnified Party.

c. Indemnifying Party's obligations under this paragraph 24 shall not be limited by Service Provider's insurance requirements under the Contract.

d. The Indemnified Party shall promptly notify the Indemnifying Party of any Claim for which indemnification is sought, following actual knowledge of such Claim. However, the failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that Indemnifying Party is materially and irrevocably prejudiced by such failure. In the event that any third party Claim is brought, the Indemnifying Party shall have the right and option to undertake and control the defense of such action with counsel of its choice, except that (i) the Indemnified Party at its own expense may participate and appear on an equal footing with the Indemnifying Party in the defense of any such Claim; (ii) the Indemnified Party, at Indemnifying Party's expense, may undertake and control of such defense in the event of the material failure of the Indemnifying Party to undertake and control the same; and (iii) the Indemnified Party may control with counsel of its choice the defense of any third party Claim when an adverse judgment would establish a precedent that would be materially damaging to the continuing business interests of Indemnified Party as a public agency (*e*.g., a Claim involving public contracting rules). A Party shall not consent to judgment or concede or settle or compromise any Claim without the prior written approval of the other Party (which approval shall not be unreasonably withheld, delayed, or conditioned).

e. No Party shall be entitled to any form of implied or equitable indemnification at any time, whether based upon a theory of contract, torts, strict liability or otherwise, and each Party expressly disclaims any right to implied or equitable indemnification.

f. Service Provider agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement. In the event Service Provider fails to obtain such indemnity obligations from others as required here, Service Provider agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement.

g. The provisions of this paragraph 24 shall survive the termination or expiration of the Contract and remain in full force and effect.

*On behalf of Service Provider, I certify that I have read and understood the foregoing indemnity, defense, and hold harmless obligations under this paragraph 24 and that Service Provider agrees to be bound by such obligations*.

_____ (Initials)

**25. District's Indemnification of Lead Agency.**

a. To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless Lead Agency and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including

attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by District or District's officers, agents, employees or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lead Agency, its officials, elected council members, employees, agents, or program participants.

b. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of District and shall survive termination of this Agreement.

c. Should the acts or omissions of both Lead Agency and District contribute to any injury or damage, then their responsibility for the injury or damage will be divided between them in proportion to their respective contributions to the injury or damage. ssss

**26. Enrichment Agency's Indemnification of Lead Agency.** To the fullest extent permitted by California law, Enrichment Agency shall indemnify, protect, defend and hold harmless Lead Agency and Lead Agency's officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by Enrichment Agency or by any individual or entity for which the Enrichment Agency is legally liable, including, but not limited to, any Enrichment Agency officers, agents, employees or subcontractors or that rises out of or is in any way directly attributed to officers, agents, employees or subcontractors of Enrichment Agency or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District property during the operation of the program contemplated hereunder (if such conditions are caused by the acts or omissions of Enrichment Agency or any individual or entity for which Enrichment Agency is legally liable). Except as specifically provided in this Agreement, in no event shall Enrichment Agency be liable for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of Enrichment Agency and shall survive termination of this Agreement.

**27. Limitation of Liability**. District assumes no responsibility whatsoever for any of Service Provider's personal property placed on District premises. Except as specifically provided in the Contract, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages arising out of or in connection with the Contract.

**28. False Claims.** Notwithstanding anything to the contrary in the Contract, Service Provider may be liable to District under the False Claims Act (California Government Code Sections 12650, *et seq*.) for any and all false claims that Service Provider presents or makes to District in connection with the Contract. Service Provider's liability under the False Claims Act, if any, shall include three times the amount of damages that District sustains because of the false claim and the costs of a civil action brought to recover any penalties and/or damages, and the then-current and applicable civil penalty for each violation.

**29. Insurance**. Service Provider shall provide insurance coverage for the Services as set forth on Exhibit C.

**30. Notices**. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

**To District:**
Oxnard School District
1501 South A Street
Oxnard, CA 93030 Attention:
Dr. Ginger Shea Phone:
805-385-1501 ext. 2324 Email:
gshea@oxnardsd.org

**To Service Provider:**
[NAME] DeBruin Enterprises, LLC
[STREET ADDRESS] 850 1/2 23rd Avenue North
[CITY, STATE, ZIP] Petersburg, FL. 33704
Attention: [NAME] Kevin DeBruin
Phone: [PHONE] 920-841-0904
Email: [EMAIL] kevin@kevinjdebruin.com

Notice shall be deemed effective on the date personally delivered with a copy sent via email or, if mailed, three (3) business days after deposit of the same in the custody of the United States Postal Service.

**31. Excusable Delays**. Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state, or local governments, acts of District, court orders, fires, floods, strikes, embargoes, pandemics, epidemics, governmentally mandated quarantines, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

**32. Authority to Execute**. The person or persons executing this Agreement on behalf of Service Provider represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Service Provider to the performance of its obligations hereunder.

**33. Administration**. The Assistant Superintendent of Educational Services, or such person's designee, shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed Exhibit D.

**34. Binding Effect**. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**35. Entire Agreement**. This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the Parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the Parties with respect to said matters.

**36. Amendment**. No amendment to or modification of this Agreement shall be valid or binding unless made in writing by Service Provider and by District. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**37. Waiver**. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

**38. Governing Law; Jurisdiction**. The Contract, including this Agreement, shall be construed in accordance with the laws of the State for all substantive and procedural matters, without regard to principles of conflicts of law. Venue for any legal action or proceeding relating to the Contract shall lie exclusively in the County. The venue for any arbitration, mediation or other action or proceeding related to enforcement or interpretation of the Contract shall be the County of Ventura. In the event of any litigation related to the Contract, the Parties irrevocably submit themselves to the jurisdiction of the Superior Court of Ventura County. Each Party hereby waives and expressly agrees not to assert, in any manner whatsoever, any claim or allegation that it is not personally subject to the jurisdiction of the aforementioned court. The Parties further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the venue is improper.

**39. Dispute Resolution.** It is the Parties' intention to avoid the cost of litigation and to attempt to resolve any problems arising out of or related to the Contract amicably. To that end, the Parties agree to attempt to settle any and all disputes arising out of or related to the Contract by neutral, non-binding mediation, as a condition precedent to the commencement of arbitration, litigation, or any other similar proceeding. Either Party may request mediation, provided that the request shall be in writing and delivered to the other Party in accordance with the notice provisions set forth in this Agreement. The Parties agree to act in good faith to attempt to resolve any dispute by mediation. A Party shall not be entitled to attorneys' fees in any lawsuit, arbitration, or other proceeding related to or arising under the Contract if that Party refused or failed to participate in mediation in good faith pursuant to this paragraph. The Parties further agree to act in good faith to identify a

mutually acceptable mediator. If a mediator cannot be agreed upon by the Parties, each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator of the Parties' dispute. If the dispute or claim is resolved successfully through the mediation, the resolution shall be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the Parties reflecting the same, and the Parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of the Contract and other rights and remedies afforded to them by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall require mediation prior to commencing an action in equity seeking injunctive relief or prior to District taking action to protect the health or safety of its students or staff. All applicable statutes of limitation shall be tolled while the mediation procedures specified herein are pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this provision.

**40. Severability**. If any term, condition, or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void, or unenforceable provision(s).

IN WITNESS WHEREOF, District and Service Provider have executed and delivered this agreement for Service Provider services as of the date first written above.

"**District**"

Oxnard School District,
a California public school district

By: _____
Melissa Reyes, Director of Purchasing

"**Service Provider**"

_____,
_____

By: _____
_____

**EXHIBIT A-0**
**SCOPE OF SERVICES**

## PART I: LEAD AGENCY

**A. Definition of Lead Agency.** The "Lead Agency" is responsible for providing daily after-school programming for the 180 schools days and 30 non-school days within each academic school year of the Contract as required by funding. The Lead Agency works with the program from school dismissal until closing time. The Lead Agency provides management, oversight, and coordination of all after-school programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.

**B. Lead Agency Responsibilities.** The Lead Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.

**1. Enrollment.**

a. Provide staffing to support program enrollment activities, including, but not limited to, school-site coordination, classroom and school-wide presentations/recruitment activities, documentation of active participants and maintenance of wait lists, communication with school site administration and families on up-to-date acceptance and wait lists.
b. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc*.
c. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District's current required enrollment forms are included as Attachment A.

**2. Five-Day Week and Enrichment Burst Program Attendance.**

a. For daily five-day week program, elementary students should participate every day the program operates.
b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
c. For enrichment bursts, students should participate according to the schedule for the activity.
d. The Lead Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
e. The Lead Agency will take daily attendance to ensure student safety and attendance.

f. Early release waivers will be used for all students recurring late start or early program release (*e.g.*, late start for tutoring and early release for catechism or sports).

g. Students who leave the program early with an excused reason (*e.g.*, sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.

h. The Lead Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21st CCLC Grants, as applicable.

i. The Lead Agency shall maintain enrollment documents for the daily five day a week program and enrichment bursts.

**3. Assurances.** The Lead Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Lead Agency shall:

a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;

b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;

c. Staff all activities not to exceed a 10:1 ratio for all TK and K students and 20:1 ratio for Grades 1-8;

d. Provide payroll services for Lead Agency employees;

e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;

f. When agreed upon and coordinated between Lead Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);

g. Lead Agency will provide services for 30 non-school days for a minimum of 9 hours per day;

h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);

i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;

j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q – Food Services module.

**4. Non-School-Day Activities.**

a. 30 non-school days are required by the ELOP Program.
b. Program shall be open for a minimum of 9 hours.
c. Transportation shall be provided if program offered off site.
d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
e. 2025-2026 Non-School-Day Schedules (subject to change)
    i. Summer: July 1-25, 2025 (pack out on July 28, 2025)
    ii. Spring Break: March 30 - April 9, 2026 (No Fridays)

**5. Trainings.**

a. Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:

    i. Mandated reporting
    ii. Anti-harassment
    iii. Sexual misconduct prevention
    iv. Bullying prevention
    v. Discrimination prevention
    vi. Suicide awareness and reporting
    vii. Classroom management
    viii. Social and emotional supports
    ix. Quality standards for expanded learning
    x. Emergency preparedness

    For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

b. Additionally, Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:

    i. First aid, automated external defibrillator [AED], and CPR, including epinephrine administration (American Red Cross equivalent)

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED, and CPR.

c. Lead Agency shall ensure that all staff attend:

i. Four (4) all staff trainings on the following dates (which are subject to change): August 7 & 8, 2025; October 13, 2025; January 9, 2026.

ii. Quarterly professional development provided by District and Lead Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

iii. Site team meetings 1 hour every two weeks.

**6. Professional Development.**

a. Lead Agency – Management Only:

i. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.

b. Lead Agency – All Staff (inclusive of owners, managers, and site-level staff):

i. Participate in quarterly professional development provided by District and Lead Agency on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

**7. Curriculum and Activity Design.**

a. The Lead Agency is responsible for developing all activities, including curriculum, consumable and non-consumable materials, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Lead Agency must send its syllabi to the District in advance on a monthly basis.

b. ~~When agreed upon in writing in advance, the District may provide the Lead Agency with curriculum training that meets the needs of the District. If the District will provide the training, then it will be as follows.~~

~~Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of two hours. Lead Agency and District will coordinate trainings.~~

~~i. Professional Development – Math staff, Literacy~~

~~Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.~~

~~Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.~~

~~ii. Professional Development – Literacy~~
~~Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.~~

~~Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.~~

~~iii. Professional Development – Arts/Special Enrichment staff~~

~~Participate in monthly trainings offered by District, District-approved provider, and/or Service Provider. Training will be between 2 and 4 hours a session.~~

~~Provide enrichment that meets the goals as stated in the District After School Education and Safety Program Plan.~~

~~iv. Professional Development – Physical Fitness/Recreation Staff~~

~~Participate in monthly trainings as offered by the Service Provider.~~

~~Training topics include, but are not limited to, physical fitness, self-esteem, and nutrition.~~

## PART II: ENRICHMENT AGENCY

**A. Enrichment Agency.** Each "Enrichment Agency" will provide specific types of enrichment programs (e.g., arts, robotics, or sports) in accordance with its area of expertise. An Enrichment

Agency may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year).

**B. Enrichment Agency Responsibilities.** The Enrichment Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.

**1. Enrollment.**

a. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc*.
b. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District's current enrollment forms are included as Attachment A.

**2. Five-Day Week and Enrichment Burst Program Attendance.**

a. For daily five-day week program, elementary students should participate every day the program operates.
b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
c. For enrichment bursts, students should participate according to the schedule for the activity.
d. The Enrichment Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
e. The Enrichment Agency will take daily attendance to ensure student safety and attendance.
f. Early release waivers will be used for all students recurring late start or early program release (*e.g.*, late start for tutoring and early release for catechism or sports).
g. Students who leave the program early with an excused reason (*e.g.*, sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
h. The Enrichment Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21st CCLC Grants, as applicable.
i. The Enrichment Agency shall maintain enrollment documents for the enrichment bursts.

**3. Assurances.** The Enrichment Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Enrichment Agency shall:

a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
c. Staff all activities not to exceed a 10:1 ratio for all T-K and K students and 20:1 ratio for Grades 1-8;
d. Provide payroll services for Enrichment Agency employees;
e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
f. When agreed upon and coordinated between Enrichment Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);
g. Enrichment Agency may provide services for 30 non-school days for a minimum of 9 hours per day;
h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q – Food Services module.

**4. Non-School-Day Activities.**

a. 30 non-School Days are required by the ELOP Program.
b. Program shall be open for a minimum of 9 hours.
c. Transportation shall be provided if program offered off site.
d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
e. 2025-2026 Non-School-Day Schedules (subject to change)
   i. ~~Summer: July 1-25, 2025 (pack out on July 28, 2025)~~
   ii. Spring Break: March 30 - April 9, 2026 (No Fridays)

**5. Trainings.**

a. Enrichment Agency shall ensure each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:

i. Mandated reporting
ii. Anti-harassment
iii. Sexual misconduct prevention
iv. Bullying prevention
v. Discrimination prevention
vi. Suicide awareness and reporting
vii. Classroom management
viii. Social and emotional supports
ix. Quality standards for expanded earning
x. Emergency preparedness

*All Enrichment Agency staff providing services to the District must take the District's training courses, which are available through an online training management system, for each of the above topics.*

For avoidance of doubt, no Enrichment Agency staff person (including volunteers) shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

b. Additionally, Enrichment Agency shall ensure that each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:

i. First aid, AED and CPR, including epinephrine administration, equivalent to American Red Cross

For avoidance of doubt, no Enrichment Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED and CPR.

c. Enrichment Agency shall ensure that all staff attend:

~~i. Four (4) all staff trainings on the following dates (which are subject to change): August 7 & 8, 2025; October 13, 2025; January 9, 2026.~~
ii. Quarterly professional development provided by District, Lead Agency, and Enrichment Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade

level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

iii. Site team meetings 1 hour every two weeks.

**6. Curriculum and Activity Design.**

a. The Enrichment Agency is responsible for developing all its enrichment activities, including curriculum, consumable and non-consumable material, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Enrichment Agency must send its syllabi to the District in advance on a monthly basis.

b. When agreed upon in writing in advance, the District may provide the Enrichment Agency with curriculum training that meets the needs of the District.

## PART III: HUMAN RESOURCES (HR)/RISK MANAGEMENT

The Lead Agency and each Enrichment Agency must comply with the following risk management requirements.

A. Provide background clearance through the police department and TB clearance pursuant to Education Code sections 8483.4, 8484.75 and 49406(a) and provide monthly reports of all employees who have received clearance for employment.
B. Provide a copy of insurance documents, which verify coverage for District.
C. Clear outside contractors and events through the District HR Department. This shall occur at least 30 days prior to service or event.
D. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
E. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
F. Participate in school-wide emergency drills and learn the protective procedures at each school site.

## PART IV: MISCELLANEOUS SERVICE PROVIDER RESPONSIBILITIES

The Lead Agency and each Enrichment Agency must comply with the following responsibilities:

A. Report attendance and activities weekly by Wednesday of each week for the previous week.
B. Work with District to establish and maintain partnerships with community agencies.

C. Provide student learning and enrichment materials above and beyond materials already purchased by District.
D. Participate in collaboration activities with other participating organizations.
E. Vacate learning areas within each school in the same or better conditions as they were found.
F. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
G. Include feedback from the after-school administrator and site principal when evaluating employees.
H. Meet weekly with District administrator.
I. Provide documentation of matching funds.
J. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1, and Exhibit A-3.
K. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable.
L. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the District program administration immediately.
M. Comply with all applicable District Board of Trustee policies, including, but not limited to, the District's policies regarding tobacco-free schools, firearms on school grounds, drug and alcohol-free workplace, and dress and grooming.

## PART V: DISTRICT RESPONSIBILITIES

The District agrees to:

A. Provide consistent, adequate, and safe space for after school groups and activities after school each day in the schools with Core Grants (including classrooms, cafeteria, restrooms, and playground);
B. Provide a District administrator to coordinate and collaborate with the Lead Agency's and Enrichment Agency's program coordinator;
C. Provide a staff member to help create an academic link between the after-school program and the regular school day—reporting language arts and math assessment results to the after-school program and reporting the after-school results to the regular classroom teachers;
D. Provide professional development to aid in the aligning the after-school program with the regular school day (math, literacy, arts/special enrichment, and physical fitness and nutrition);
E. Provide consistent access to campus classrooms and necessary facilities;
F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program;
G. Provide daily custodial services;
H. Submit required attendance, fiscal and evaluation reports to the State of California;
I. Provide office space/station with access to phone, computer, printer, and internet access;
J. Provide Access to Q to mark attendance;

K. Notwithstanding Lead Agency's and Enrichment Agency's obligations contained in Exhibit A-3, administer medication to students participating in Program in compliance with federal and California law;
L. Perform those actions set forth in Exhibit A-3.

## PART VI: TANGIBLE WORK PRODUCTS

As part of the Services, Lead Agency and Enrichment Agency will prepare and deliver the following tangible work products to District:

A. Certificates of insurance and additional insured endorsements for 2024-2025, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies, to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California;
B. Evidence that employees meet the qualifications of a paraeducator as defined by District;
C. Monthly employee list certifying all employees have cleared TB and fingerprint screenings and complied with all training requirements;
D. Weekly attendance and activity reports;
E. Food Service Reimbursable Snack Logs and Q Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program;
F. Evidence that Lead Agency and Enrichment Agency employees and volunteers have complied with the professional development and training requirements required by this Agreement.
G. Copies of all enrollment forms for each student participating in the Program.

## PART VIII: PERSONNEL

Lead Agency and Enrichment Agency shall provide a staff roster prior to the commencement of Services and anytime that there is an update in staff.

## PART IX: SUBCONTRACTORS

Lead Agency and Enrichment Agency will utilize the following subcontractors to accomplish the Services (check one):

☐ None.

☐ See attached list.

## PART X: AMENDMENTS

The Scope of Services, including services, work product, and personnel, are subject to change by mutual agreement. In the absence of mutual agreement regarding the need to change any aspects of performance, Lead Agency and Enrichment Agency shall comply with the Scope of Services as indicated above.

## EXHIBIT A-1

For the purposes of this Exhibit A-1, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate the after- school program (the "Program") in accordance with the following general provisions:

1. Field Trips. Service Provider may offer Program field trips, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use the District's then-current permission, release, and waiver forms. The District's presently existing forms are included as Attachment A. All field trip transportation requires advance authorization by the District.

2. Parent/Guardian Visits: To the extent allowed by applicable law, Service Provider shall provide for reasonable parent/guardian access to District facilities being used by Service Provider during the Program. Service Provider shall ensure that parent/guardian visits are in accordance with any applicable court orders.

3. Late Pick Up Policy: Service Provider shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Service Provider's staff shall call the emergency contacts for that student. If Service Provider's staff person has not been able to reach the student's authorized adult within twenty (20) minutes past closing time, Service Provider shall contact the Program director, the police, and social services for assistance. Service Provider is fully responsible for properly implementing the policy. Irrespective of whether Service Provider develops and implements an approved late pick-up policy or adopts the policy set forth herein, Service Provider warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services. For avoidance of doubt, (a) the Lead Agency shall maintain primary responsibility for compliance with the late pick up policy, (b) a Lead Agency staff person shall remain on-site to comply with the late pick up policy, and (c) the Lead Agency may require an Enrichment Agency staff person to remain on site as the second staff person.

4. Reportable Incidents:

   a. Service Provider shall immediately notify the District by telephone of any heath- or safety-related issues, including, but not limited to, the death of a child from any cause; any injury to a child that requires medical treatment; any unusual

incident or child absence that threatens the physical or emotional health or safety of a child; any suspected child abuse or neglect; epidemic outbreaks, poisonings; fires or explosions that occur in or on the premises; exposure to toxic substances; an arrest of the Service Provider's employee; any issues involving criminal background clearances for employees; any building safety issues. The Service Provider shall provide a written report of the incident to the District within 24 hours of the event.

b. If Service Provider becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to, allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Service Provider shall comply with all mandated reporting requirements under California law. Service Provider shall inform District immediately by telephone and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Service Provider assures District that all Service Provider staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.

5. Disasters/Emergencies:

a. Service Provider shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a reasonable disaster/emergency policy, the District's emergency/disaster policy shall apply. Service Provider is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.

b. Additionally, Service Provider acknowledges, understands, and agrees that in the event of any natural, manmade, or war-caused disaster or emergency, District's employees are declared "disaster service workers" tasked with performing such disaster service activities as may be assigned to them by their superiors or by law. Further, Service Provider acknowledges, understands, and agrees that any such disaster or emergency occurs during the Program, the Service Provider's on-site staff shall be required to remain on the premises to assist District employees and any other disaster service workers in the protection of lives and property until such time that the Service Provider's staff is relieved from duty by the District or replaced by another Service Provider staff person.

6. Unauthorized Persons: In the event that Service Provider's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students;

and any other trespassers) is on District's property during the operation of the Program, Service Provider's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Service Provider's staff shall immediately notify program management at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.

7. District Facilities and Equipment: Service Provider's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Service Provider shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Service Provider shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Service Provider shall, at its own cost and expense, replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Service Provider permitted to use the facilities or equipment. Service Provider shall not make or allow any alterations, installations, additions, maintenance, or improvements in or to District facilities without District's prior written consent, which may be withheld in District's sole discretion. If District approves a request, Service Provider may perform the work at its sole cost and expense and the improvement, maintenance or other agreed-upon service on District property shall immediately become the property of District.

**EXHIBIT A-2**
**SPORTS – HEALTH AND SAFETY**

For the purposes of this Exhibit A-2, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate any and all sports within the Program in accordance with the following provisions.

**1. General Requirements for Service Provider's Program Coaches.**

**a. Satisfaction of Program staff requirements.** Service Provider agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks.

**b. Additional requirements.** Service Provider further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR, AED, and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Service Provider's coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Service Provider shall have satisfied these requirements if Service Provider provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Service Provider.

**2. General Requirements for Student Eligibility in Program Sports.**

**a. Medical clearance.** Service Provider shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider (i.e., a medical doctor [MD], doctor of osteopathy [DO], nurse practitioner [NP] or physician assistant [PA]) who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Service Provider may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation ("CIF"), and attached hereto as Exhibit A-2(i) (or any updated forms). Within 48 hours of collecting any medical clearance, Service Provider shall provide such medical clearance form(s) to District. For avoidance of doubt, Service Provider shall not be responsible for the accuracy, sufficiency, or completeness of any medical clearance document(s) required by District pursuant to this section. However, Service Provider shall ensure that such medical clearance forms are completed by health care providers who designate themselves as an MD, DO, NP, or PA.

**b. Adherence to recommendations.** Service Provider agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student's medical clearance form. Service Provider acknowledges that a student's medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Service Provider agrees to be bound by the revised restrictions or recommendations.

**c. Current illness or injury.** For the health and safety of all Program participants, Service Provider shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Service Provider with a written medical clearance. Service Provider shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.

**d. Sign In and Sign Out Sheet.** Service Provider must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student's name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.

**e. Off-site Sports Activities.** Service Provider may offer off-site sports activities, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of "any involved municipalities or public entities and their respective agents and employees."

**3. Concussions.**

Service Provider agrees to adhere to the following standards regarding concussions and serious head injuries.

**a. Coaches – requirements prior to coaching**

i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on concussions and provide proof of such training to Service Provider. The training can be completed through the free, online course "Concussions in Sports" (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.

ii. Service Provider's coaches shall receive concussion training at least once a year.

iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide a copy to District.

**b. Students – requirements prior to participation.**

i. As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student's parent or guardian shall review and sign a concussion and head injury information sheet. Service Provider shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the "Concussion Information Sheet" prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Service Provider shall make two (2) copies of each signed concussion information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**c. Coaches – requirements if student may have sustained concussion.**

i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.

ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

**d. Students – requirements for participation after suspected concussion.**

i. A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Service Provider may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).

ii. In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.

iii. Subsequent to the student's suspected head injury, Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.

iv. Service Provider agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**4. Sudden Cardiac Arrest ("SCA").**

Service Provider agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

**a. Coaches – requirements prior to coaching**

i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on SCA and provide proof of such training to Service Provider. The training can be completed through the free, online course "Cardiac Wise" (or any updated course), which is available through the CIF website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.

ii. Service Provider's coaches shall receive SCA training at least once a year.

iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**b. Students – requirements prior to participation.**

i. As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student's parent or guardian shall review and sign an SCA information sheet. Service Provider shall provide the SCA information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the SCA information sheet "Keep Their Heart in the Game – a sudden cardiac arrest information sheet for athletes and parents/guardians" prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Service Provider shall make two (2) copies of each signed information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service

Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**c. Coaches – requirements if student faints.**

i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Service Provider shall then seek emergency medical attention for the student.

ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

**d. Students – requirements for participation after suspected SCA event.**

i. A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.

ii. In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.

iii. Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.

iv. Service Provider agrees to maintain copies of any written medical clearances, and, upon District's request, provide the copies to District.

**5. Heat Illness**.

Service Provider agrees to adhere to the following standards regarding heat illness.

**a. Coaches – education about heat illness prevention.** Service Provider agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course "A Guide to Heat Acclimatization and Heat Illness Prevention" (or any updated course), which is available through the CIF website.

**b. Preventative measures.** Service Provider's coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

i. educating students participating in Program sports to arrive at practice or competition well-hydrated;

ii. instructing students to stay hydrated in between practices;

iii. educating students to avoid drinks which dehydrate the body (*e.g.*, drinks containing stimulants such as ephedrine or high amounts of caffeine);

iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;

v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;

vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and

vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate (*e.g.,* start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

**6. Methicillin-Resistant Staph Aureus (MRSA).**

Service Provider agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

**a. Coaches – education about MRSA.** Service Provider shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Service Provider shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.

**b. Coaches – preventative measures.** Service Provider shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to, recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program sports equipment surfaces (*e.g.*, benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

**c. Coaches – duty to inform students and parents/guardians.** Service Provider shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

**7. Performance Enhancement Drugs.**

Service Provider agrees to adhere to the following standards regarding performance enhancement drugs.

**a. Service Provider development and implementation of policy.** Service Provider shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject to District approval. Service Provider may adopt District's policy or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District's prior approval.

**b. Student and parent/guardian agreement about policy.** The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.

**c. Annual update.** Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Service Provider agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.

**d. Copies of agreement.** Service Provider shall make two (2) copies of each agreement about the drug enhancement policy. Service Provider shall return the first copy to the student's parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**e. Applicability.** At District's discretion, the requirements of this section, or any portion thereof, may be made applicable only to District's intermediate students (and thereby exempt in whole or part District's elementary students).

**8. Event Emergency Guidelines.**

**a. Adoption of policy.** Service Provider shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall not be unreasonably withheld. Service Provider may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.

**b. Training regarding policy.** Prior to implementing any Program sports activities, Service Provider must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.

**c. Biennial review.** If the Program is a multi-year program, Service Provider and District shall review and update the policy at least every two (2) years.

**EXHIBIT A-3**
**ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF EMERGENCY ASSISTANCE**

For the purposes of this Exhibit A-3, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider and District agree to operate the Program in accordance with the following requirements. Service Provider shall not administer any medication not explicitly set forth herein.

**1. Requirements for Administration of Epinephrine (Epi-pen).**

**a. Obligation to Administer Epinephrine; Authorized Individuals.**

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (*i.e.*, potentially life-threatening hypersensitivity to a substance). Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall at all times maintain a designated employee and/or volunteer at all Program sites. Service Provider shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Service Provider that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

**b. Training of Voluntary Service Provider Employees and Volunteers.**

District shall provide all designated Service Provider employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at http://www.cde.ca.gov/ls/he/hn/epiadmin.asp. The training shall cover at a minimum the information listed in the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student's parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. District warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training

requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. District shall retain all training materials at Program sites.

**2. Epinephrine Prescriptions.**

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and providing access to those employees and/or volunteers of Service Provider that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction. Service Provider shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

**3. Requirements for the Provision of Emergency Assistance.**

Service Provider shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly becomes ill. Service Provider shall provide the necessary training in cardiopulmonary resuscitation (CPR), automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, "emergency assistance" shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person's heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Service Provider that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

**4. Copies of Documents.**

Service Provider shall maintain a copy of all health care documents and provide a copy of same to District.

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**EXHIBIT B**
**COMPENSATION**

For purposes of this Exhibit B, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

I. The total compensation for Primary Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.

II. The total compensation for Additional Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.

III. Service Provider may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed the amount set forth in the Agreement.

IV. Within the grant amount, District will compensate Service Provider for Services performed upon submission of a valid invoice. Each invoice is to include:

A. Cover sheet with amount of current invoice, and totals subtracted from overall contract;
B. Monthly expenditure reports, including salaries for employees, supplies, trainings, and administrative costs, itemized by school site;
C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format);
D. Certification that all employees, agents and contractors that will have contact with students and for whom a certification has not been previously provided: (1) have been properly fingerprinted, (2) have satisfied TB clearance, (3) are certified in first aid, AED, and CPR (including epinephrine administration), and (4) have been trained in mandated reporting; anti-harassment; sexual misconduct prevention; bullying prevention; discrimination prevention; suicide awareness and reporting; classroom management; social and emotional supports; quality standards for expanded learning; and emergency preparedness.
E. Line items for:
    1. All personnel, describing: the name of each staff person and the site where the staff person worked, the work performed, the days in the program and number of hours worked, and the hourly rate;
    2. All supplies properly charged to the Services;
    3. All travel properly charged to the Services;
    4. All equipment properly charged to the Services;
    5. All materials properly charged to the Services;
    6. All subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
F. Calculation of matching funds.

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V. Notwithstanding anything to the contrary in this Exhibit or the Contract, equipment, supplies or other materials whose current market value exceeds $500 per item must be purchased through the District and will remain an asset of the District in accordance with Education Code section 35168.

END OF EXHIBIT B

**EXHIBIT C**
**INSURANCE**

For purposes of this Exhibit C, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

I. Insurance Requirements. Service Provider shall, at its sole cost and expense, provide and maintain insurance, acceptable to District, in full force and effect throughout the term of the Contract, against claims for injury to persons or damages to property which may arise from or in connection with the performance of work hereunder by Service Provider, its agents, representatives or employees. Service Provider and any and all subcontractors and vendors hired by Service Provider in connection with the Services described in the Contract shall provide the following scope and limits of insurance:

A. Scope and Limits of Insurance:

1. Commercial General Liability Insurance coverage in the amounts of Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in aggregate.

   Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

2. Automobile Liability Insurance, including owned, non-owned, and hired automobiles, as applicable, with coverage limits of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

   If Provider transports students or contracts to transport students, Automobile Liability Insurance shall be in the amount of Twenty Million Dollars ($20,000,000) per accident for bodily injury and property damage.

3. 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 per accident or disease.

4. Professional Liability/Errors and Omissions Insurance in an amounts of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in aggregate.

5. Coverage for Abuse and Molestation or Child Sexual Assault in the amounts of Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in aggregate.

6. If the Contract is renewed beyond the initial term, then the District shall have the right to increase the foregoing minimum insurance amounts as set forth in the amendment to the Contract that extends the term; provided, however, that the Service Provider shall not be obligated to renew the term.

II. Other Provisions. Insurance policies required by the Contract shall contain the following provisions:

A. All Policies. Each insurance policy required by the Contract shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to the Contract, or reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the District.

B. Service Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the District. Service Provider further hereby waives any and all rights of subrogation that it may have against the District. Any insurance or self-insurance maintained by the District shall be excess of the Provider's insurance and shall not contribute with it. This requirement shall also apply to any excess or umbrella liability policies of the Service Provider. Required endorsements are listed below.

C. Service Provider's and any and all Service 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, administrators, managers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds or other requirements 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. Automobile Liability: CA 20 48 10 13

D. If any of the required policies provide coverage on a "claims made" basis:

1. The retroactive date must be shown on the certificate and must be before the date of the contract or the beginning of the Services.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services.
3. 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 Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

E. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

III. Other Requirements:

A. Service Provider and any and all subcontractors working for Service Provider shall provide certificates of insurance to the LEA 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 the Contract.

B. The Provider may use Umbrella or Excess Policies to provide the liability limits as required in the Contract. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, additional insured endorsements, primary and non-contributory, additional insured, deductibles, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the District, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Service Provider's primary and excess liability policies are exhausted.

C. If the Service Provider or Service 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 Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

D. Any self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of the Contract must be declared to and approved by the District. Service Provider shall be responsible to pay that self-insured retention and the District shall not be responsible to pay these costs. In the event that Service Provider's self-insured retentions collectively total more than $50,000.00, the District reserves the right to request proof of Service Provider's financial solvency in relation to remittance thereof or require Service Provider to post a bond guaranteeing payment of the deductible, or both.

E. The procuring of any required policy or policies of insurance shall not be construed to limit Service Provider's or subcontractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the Contract.

F. Failure on the part of the Service 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 the Contract.

END OF EXHIBIT C

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**EXHIBIT D**
**CONFLICT OF INTEREST CHECK**

District Board Bylaw 9270 requires that the Superintendent or a designee make a determination, on a case-by-case basis, whether disclosure will be required from an independent contractor to comply with the District's Conflict of Interest Code.

Independent contractors are required to file disclosures when, pursuant to a contract with the District, the independent contractor will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Service Provider under the Agreement to which this Exhibit D is attached [] constitute **[X]** do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Service Provider who will provide Services under the Agreement, [] is **[X]** is not subject to disclosure obligations.

Date: _____

By: _____
Melissa Reyes, Director of Purchasing

# Extracurricular Event or Activity
# Assumption of Risk Form

Student name (Please print) _____ Birth date _____

Parent or legal guardian (Please print) _____ Student address _____

School/Local Educational Agency _____ Event or Activity Advisor (Staff) _____

Voluntary Extracurricular Event or Activity

- ❑ school-related athletics
- ❑ school-related club activities
- ❑ school-related cultural activities
- ❑ school-related performing arts activities
- ❑ school-related social activities
- ❑ School-related community activities
- ❑ Other: _____

I authorize my son/daughter, named above, to participate in the indicated voluntary extracurricular event or activity. I understand and acknowledge that voluntary extracurricular activities, by their very nature, pose the potential risk of serious injury and/or illness to the individuals who participate in such voluntary extracurricular events or activities.

This voluntary extracurricular event or activity, by its very nature, may pose some inherent risk of a participant being seriously injured, before, during, and/or after the activity or event, including transportation whether provided by the local educational agency (LEA) or not. These injuries may include, but are not limited to, the following:

1. Sprains and strains
2. Fractured bones
3. Lacerations, abrasions, and avulsions
4. Unconsciousness
5. Paralysis
6. Disfigurement
7. Loss of eyesight
8. Head injuries or concussion
9. Heat illness
10. Sudden cardiac arrest
11. Death
12. Exposure to infectious diseases

I understand and acknowledge that participation in voluntary extracurricular events or activities is completely elective and voluntary and is not required by the LEA/School for completion of promotion or graduation requirements. I also understand that, if I do not consent to my son's/daughter's participation in the voluntary extracurricular event or activity, he/she may be offered an alternative event or activity and possible credit for promotion or graduation may or may not be offered.

I understand that all participants are to abide by and accept all rules and requirements governing conduct and safety in the voluntary extracurricular event or activity. To the extent permitted by the Education Code or other applicable statutes, regulations, policies and procedures, any participant determined to be in violation of safety requirements, behavior standards or other prohibited conduct may be removed from this voluntary extracurricular event or activity.

I understand and acknowledge that in order to participate in these activities, I and my son/daughter agree to assume liability and responsibility for any and all potential risks that may be associated with participation in voluntary extracurricular events or activities.

I also understand that the LEA/School, due to the COVID-19 virus or other potential infectious diseases, has undertaken a plan to facilitate a safe environment for educational programs in addition to extracurricular, co-curricular and sport/athletic events or activities. In doing so, I further understand that the LEA/School has adopted plans designed to meet the requirements and recommendations of state agencies, health advisors and other responsible bodies. However, I also understand and acknowledge that despite the LEA's and School's efforts, the risk of infection from the COVID-19 virus, or others, cannot be eliminated at this time, and that my son/daughter may be exposed as a result. I also understand and acknowledge that in participating in this voluntary extracurricular event or activity, my son/daughter will increase his/her interaction with students and staff, and the corresponding risk of contact and infection, and that this may include functions involving other people and/or facilities other than the LEA's. These other students, instructors, assistants, and facilities are potentially operating under a different COVID-19 safety plan, further increasing the risk of exposure of my son/daughter. Finally, I understand, acknowledge, and agree that despite reasonable care and steps by the LEA/School, that the virus presents serious challenges to prevention and control, and reasonable efforts by the LEA/School does not assure that my son/daughter may not be infected, and that the infection may not be brought home. Despite all the above I am freely and voluntarily signing this "Extracurricular Event or Activity, Assumption of Risk Form" to enable and authorize my son/daughter to participate and releasing and discharging the LEA/School and its/their governing board, officers, agents, employees and/or volunteers from any liability for my son/daughter becoming infected in his/her participation in the event or activity.

I agree to, and do hereby release and hold the LEA/School and its governing board, officers, agents, employees and/or volunteers harmless for any and all claims; demands; causes of action; liability; damages; expenses; or loss of any sort, including bodily injury or death; because of or arising out of acts or omissions with respect to the voluntary extracurricular event or activity, including programs or procedures of the LEA/School for students and participation in such events or activities

I acknowledge that I have carefully read this "Extracurricular Event or Activity, Assumption of Risk Form" and that I understand and agree to its terms.

_____ _____

Signature (Student) Date

_____ _____

Signature (Parent or legal guardian) Date

_____ _____

Primary telephone Alternate telephone

# Evento o Actividad Extracurricular
# Formulario de Asunción de Riesgo

Nombre de estudiante (letra molde) _____ Fecha de nacimiento _____

Padre o tutor legal (Por favor imprima) _____ Dirección del estudiante _____

Escuela/Agencia Educativa Local _____ Asesor de eventos o actividades (personal) _____

Evento o actividad extracurricular voluntaria

- ❑ Atletismo relacionado con la escuela
- ❑ Actividades del club relacionadas con la escuela
- ❑ Actividades culturales relacionadas con la escuela
- ❑ Actividades de artes escénicas relacionadas con la escuela
- ❑ Actividades sociales relacionadas con la escuela
- ❑ Actividades comunitarias relacionadas con la escuela
- ❑ Otro: _____

Autorizo a mi hijo(a), nombrado anteriormente, a participar en el evento o actividad extracurricular. Entiendo y reconozco que las actividades, por su propia naturaleza, representan el riesgo potencial de lesiones y/o enfermedades graves para las personas que participan en dichos eventos o actividades.

Este evento o actividad, por su propia naturaleza, puede representar algún riesgo inherente de que un participante sufra lesiones graves, antes, durante y/o después de la actividad o evento, incluido el transporte, ya sea proporcionado por la agencia educativa local (LEA) o no. Estas lesiones pueden incluir, pero no se limitan a las siguientes:

1. Esguinces y distensiones
2. Quebraduras
3. Laceraciones, abrasiones y avulsiones
4. Inconsciencia
5. Parálisis
6. Desfiguración
7. Pérdida de la vista
8. Lesiones en la cabeza o conmoción cerebral
9. Enfermedades causadas por el calor
10. Paro cardíaco repentino
11. Muerte
12. Exposición a enfermedades infecciosas

Entiendo y reconozco que la participación en estos eventos o actividades es completamente electiva y voluntaria y no es requerida por la LEA o la escuela para completar los requisitos de promoción o graduación. También entiendo que, si no doy mi consentimiento para la participación de mi hijo(a) en el evento o actividad, se le puede ofrecer un evento o actividad alternativa y se le puede ofrecer o no un posible crédito para la graduación.

Entiendo que todos los participantes deben cumplir y aceptar todas las reglas y requisitos que rigen la conducta y la seguridad en el evento o actividad. En la medida permitida por el Código de Educación u otros estatutos, reglamentos, políticas y procedimientos aplicables, cualquier participante que se determine que viola los requisitos de seguridad, las normas de comportamiento u otra conducta prohibida puede ser eliminado de este evento o actividad.

Entiendo y reconozco que para participar en estas actividades, mi hijo(a) y yo aceptamos asumir la responsabilidad por todos y cada uno de los riesgos potenciales que puedan estar asociados con la participación en eventos o actividades.

También entiendo que la LEA/Escuela, debido al virus COVID-19 u otras enfermedades infecciosas potenciales, ha emprendido un plan para facilitar un entorno seguro para los programas educativos, además de eventos o actividades extracurriculares, cocurriculares y deportivos/atléticos. Al hacerlo, entiendo además que la LEA / Escuela ha adoptado planes diseñados para cumplir con los requisitos y recomendaciones de las agencias estatales, asesores de salud y otros organismos responsables. Sin embargo, también entiendo y reconozco que a pesar de los esfuerzos de la LEA y la escuela, el riesgo de infección por el virus COVID-19, u otras infecciones, no se puede eliminar en este momento, y que mi hijo(a) puede estar expuesto como resultado. También entiendo y reconozco que al participar en este evento o actividad extracurricular voluntaria, mi hijo(a) aumentará su interacción con los estudiantes y el personal, y el riesgo correspondiente de contacto e infección, y que esto puede incluir funciones que involucren a otras personas y/o instalaciones que no sean las LEA. Estos otros estudiantes, instructores, asistentes e instalaciones están operando probablemente bajo un plan de seguridad COVID-19 diferente, lo que aumenta aún más el riesgo de exposición de mi hijo(a). Finalmente, entiendo, reconozco y estoy de acuerdo en que, a pesar del cuidado razonable y los pasos de la LEA /Escuela, que el virus presenta serios desafíos para la prevención y el control, y los esfuerzos razonables de la LEA/Escuela no aseguran que mi hijo(a) no esté infectado y que la infección no se pueda llevar a casa. A pesar de todo lo anterior, estoy firmando libre y voluntariamente este formulario para permitir y autorizar a mi hijo(a) a participar y liberar y descargar a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios de cualquier responsabilidad si mi hijo(a) llegara a infectarse por su participación en el evento o actividad.

Acepto, y por la presente libero y eximo de responsabilidad a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios por cualquier reclamo; Demandas; causas de acción; responsabilidad; daños y perjuicios; expensas; o pérdida de cualquier tipo, incluidas lesiones corporales o muerte; debido a o que surjan de actos u omisiones con respecto al evento o actividad, incluidos los programas o procedimientos de la LEA/Escuela para estudiantes y la participación en dichos eventos o actividades

Reconozco que he leído cuidadosamente este formulario y que entiendo y acepto sus términos.

| | |
|---|---|
| Firma (Estudiante) | Fecha |
| Firma (Padre o Tutor Legal) | Fecha |
| Teléfono principal | Teléfono alternativo |

Oxnard School District

# Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a "ding" or a bump on the head can be serious. You cannot see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

**Symptoms may include one or more of the following:**

- Headaches
- "Pressure in head"
- Nausea or vomiting
- Neck pain
- Balance problems or dizziness
- Blurred, double, or fuzzy vision
- Sensitivity to light or noise
- Feeling sluggish or slowed down
- Feeling foggy or groggy
- Drowsiness
- Change in sleep patterns
- Amnesia
- "Don't feel right"
- Fatigue or low energy
- Sadness
- Nervousness or anxiety
- Irritability
- More emotional
- Confusion
- Concentration or memory problems (forgetting game plays)
- Repeating the same question/comment

**Signs observed by teammates, parents and coaches include:**

- Appears dazed
- Vacant facial expression
- Confused about assignment
- Forgets plays
- Is unsure of game, score, or opponent
- Moves clumsily or displays incoordination
- Answers questions slowly
- Slurred speech
- Shows behavior or personality changes
- Can't recall events prior to hit
- Can't recall events after hit
- Seizures or convulsions
- Any change in typical behavior or personality
- Loses consciousness

## What can happen if my child keeps on playing with a concussion or returns to soon?

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athletes will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete's safety.

## If you think your child has suffered a concussion

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. California Education Code section 49475 and CIF Bylaw 313 now require implementation of long and well-established return to play concussion guidelines that have been recommended for several years.

You should also inform your child's coach if you think that your child may have a concussion. Remember it is better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

## Return to Play (RTP)

Concussion symptoms should be completely gone before returning to full practice or competition. A RTP progression involves a gradual, step-wise increase in physical effort, sports-specific activities and the risk for contact. If symptoms occur with activity, the progression should be stopped. If there are no symptoms the next day, exercise can be restarted at the previous stage.

RTP after concussion should occur only with medical clearance from a medical doctor trained in the evaluation and management of concussions, and a step-wise progression program monitored by an athletic trainer, coach, or other identified school administrator. Please see cifstate.org for a graduated return to play plan. Return to play (i.e., full practice and competition) must be no sooner than 7 days after the concussion diagnosis has been made by a physician.

For current and up-to-date information on concussions you can go to:
http://www.cdc.gov/ConcussionInYouthSports/

| Student-athlete Name Printed | Student-athlete Signature | Date |
|---|---|---|
| Parent or Legal Guardian Printed | Parent or Legal Guardian Signature | Date |

Legal References:
California Education Code section 49475,
California Interscholastic Federation Bylaw 313

# Oxnard School District

## Información acerca de las concusiones cerebrales

Una concusión es una herida cerebral y todas las heridas cerebrales son graves. Dichas heridas son causadas por un golpe ligero, un golpe fuerte a la cabeza, un movimiento repentino de la cabeza o por un golpe fuerte a otra parte del cuerpo con fuerza que se trasmite a la cabeza. Las heridas varían entre ligeras o graves y pueden interrumpir la manera en la que el cerebro funciona. Aunque la mayoría de las concusiones cerebrales son ligeras, **todas las concusiones cerebrales tienen el potencial de ser graves y si no se reconocen y tratan correctamente podrían tener como resultado complicaciones incluyendo daño cerebral prolongado o la muerte.** Eso quiere decir que cualquier "golpecito" a la cabeza podría ser grave. Las concusiones cerebrales no son visibles y en su mayoría las concusiones cerebrales que ocurren durante los deportes no ocasionan la perdida de conciencia. Las señales y síntomas de una concusión cerebral podrían aparecer inmediatamente después de una herida o después de horas o días. Si su hijo(a) reporta cualquier síntoma de una concusión cerebral, o si se da cuenta de los síntomas de una concusión cerebral, por favor consiga atención médica sin demora.

| **Los siguientes son algunos de los síntomas de una concusión:** | |
|---|---|
| • Dolor de cabeza<br>• "Presión en la cabeza"<br>• Nausea o vómito<br>• Dolor de cuello<br>• Problemas de equilibrio o mareos<br>• Visión borrosa o visión doble<br>• Sensibilidad a la luz o ruido<br>• Decaído<br>• Adormecido<br>• Mareado<br>• Cambios en los hábitos de dormir | • Amnesia<br>• "No se siente bien"<br>• Fatiga o energía baja<br>• Tristeza<br>• Nervios o ansiedad<br>• Irritabilidad<br>• Más sensible<br>• Confundido<br>• Problemas con concentración o memoria (por ejemplo: olvidar las jugadas)<br>• Repetir la misma pregunta o comentario |

| **Los siguientes síntomas son observados por compañeros, padres y entrenadores:** |
|---|
| • Parece desorientado<br>• Tiene una expresión facial vacía<br>• Está confundido acerca de la tarea o actividad<br>• Se olvida de las jugadas<br>• Está confundido sobre el juego, los puntos o el oponente<br>• Se mueve torpemente o muestra una falta de coordinación<br>• Contesta las preguntas lentamente<br>• Arrastra las palabras<br>• Muestra cambios de comportamiento o personalidad<br>• No puede recordar los eventos que sucedieron antes de la colisión<br>• No puede recordar los eventos que sucedieron después de la colisión<br>• Ataques o convulsiones<br>• Cualquier cambio en el comportamiento típico o personalidad<br>• Perdida de la conciencia |

## ¿Qué puede pasar si mi hijo(a) sigue jugando con una concusión cerebral o regresa a jugar antes de que este recuperado?

Los deportistas con señales o síntomas de una concusión cerebral deben dejar de jugar inmediatamente. Continuar jugando con las señales o síntomas de una concusión pone al deportista en riesgo de sufrir una herida más grave. La probabilidad de que se sufra daño significativo de una concusión aumenta cuando ha pasado un periodo de tiempo largo después de que sucedió la concusión, sobre todo si el deportista sufre otra concusión antes de recuperarse completamente de la primera. Eso puede traer como consecuencia una recuperación más prolongada o incluso una hinchazón cerebral (síndrome de segundo impacto) con consecuencias devastadoras o fatales. Es bien conocido que los deportistas adolescentes no reportan mucho los síntomas de sus heridas. Eso es el caso también con las concusiones cerebrales. Por lo mismo es importante que los administradores, entrenadores, padres y estudiantes estén bien informados, el cual es clave para la seguridad de los estudiantes deportistas.

## Si cree que su hijo(a) ha sufrido una concusión

En cualquier situación donde se sospecha que un deportista tiene una concusión, es importante sacar a este estudiante del juego o entrenamiento inmediatamente. Ningún deportista puede volver a participar en la actividad después de sufrir una herida de cabeza o concusión cerebral sin el permiso de un doctor, no importa si la herida parece ser ligera o los síntomas desaparecen rápidamente. Se debe de observar cuidadosamente el mejoramiento del deportista por varias horas. Código Educativo de California sección 49475 y estatuto 313 de la Federación Interescolar de California (CIF por sus siglas en inglés) requiere la implementación de las siguientes normas para regresar a jugar un deporte después de sufrir una concusión, las cuales se han recomendado por muchos años.

También debe informar al entrenador(a) de su hijo(a) si piensa que ha sufrido una concusión cerebral. Recuerde que es mejor faltar un partido que faltar toda la temporada. Si existe alguna duda de que el deportista sufrió una concusión cerebral o no, se tomará precauciones y no podrá jugar.

## Volver a Jugar

Síntomas de concusión cerebral deben ser desaparecido por completo antes de volver a la práctica completa o la competencia. Un volver a jugar la progresión implica un aumento gradual, paso a paso en el esfuerzo físico, las actividades de los deportes específicos y el riesgo para el contacto. Si se presentan síntomas con la actividad, la progresión se debe parar. Si no hay síntomas al día siguiente, el ejercicio puede iniciarse de nuevo en la etapa anterior.

Volver a jugar después de la concusión cerebral debe ocurrir sólo con autorización médica de un médico entrenado en la evaluación y la gestión de las concusiones cerebrales. Volver a jugar debe ser supervisado por un entrenador, entrenador atlético o administrador identificado por la escuela. Por favor, consulte cifstate.org para un retorno gradual a jugar el plan. Retorno a la práctica completa y la competencia debe ser no antes de 7 días después del diagnóstico concusión ha sido hecha por un médico.

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet:
http://www.cdc.gov/ConcussionInYouthSports/

| _____ | _____ | _____ |
|---|---|---|
| Nombre del estudiante deportista | Firma del estudiante deportista | Fecha |
| _____ | _____ | _____ |
| Nombre del padre, madre o tutor | Firma del padre, madre o tutor | Fecha |

Adaptado del Centro de Control de Enfermedades y Federación Interescolar de California

# FIELD TRIP OR EXCURSION AUTHORIZATION AND MEDICAL TREATMENT AUTHORIZATION

❑ In-state **(Minor)** ❑ Out-of-state

**Completion of this form is required for all field trips / excursions.**

Name of Student

Date of Birth (for emergency purposes)

Student Address

Name of School

Class/ Program

Teacher

Date(s) of Field Trip/Excursion

Location of Field Trip/Excursion

Transportation Provider

1. **I hereby give permission** for my child or ward (named above) to participate in this Field Trip or Excursion.
2. **Regarding special assistance/accommodations:** Is special assistance/accommodation necessary for your child or ward to participate in this Field Trip or Excursion?

   ❑ No ❑ Yes. Please explain _____
3. **Regarding administration of medication:** All medications must be prescribed, **including** over-the-counter medications. Is your child or ward required to take medication during the course of this Field Trip or Excursion?

   ❑ No ❑Yes **Parent/Guardian must contact the school office** to obtain form SFA-5010, "Authorization for Any Medication Taken during School Hours," form SFA-5030, "Authorization For Medications Taken During School Hours, School Activities and Field Trips" or form SFA-5040, "Extended Field Trip or Excursion Medication Authorization" (which must be signed by parent/guardian and child or ward's physician).
4. **If you have health insurance, please list:**

   Health Insurance Company | Policy Number | Group Number
5. **Please list additional emergency contacts, should the parent/guardian be unavailable:**

   Emergency Contact — Telephone

   Emergency Contact — Telephone
6. **Conduct**: I fully understand that all participants are to abide by and accept all rules and requirements governing conduct during the Field Trip or Excursion. To the extent permitted by the Education Code, any participant determined to be in violation of behavior standards will be sent home at their own or their parent/guardian's expense.
7. **Waiver of Claims for Liability:** I understand that California Education Code, Section 35330 provides:

   "All persons making the field trip or excursion shall be deemed to have waived all claims against the district, a charter school, or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents or guardians of pupils taking out-of-state field trips or excursions shall sign a statement waiving all claims."

   In providing consent for my child or ward to attend and participate in this Field Trip or Excursion, I waive all claims against the district for injury, accident, illness, or death occurring during or by reason of this Field Trip or Excursion.

   I understand that the District does not require my child or ward to participate in the Field Trip or Excursion and I make this request voluntarily because I desire my child or ward to participate in the Field Trip or Excursion. I also understand that, if I do not consent to my child or ward's participation, my child or ward will be involved in alternative supervised activities, for which my child or ward will receive full credit.
8. **In the event of illness or injury**, I hereby consent to whatever transportation, x-ray, examination, anesthetic, medical, dental, or surgical diagnosis or treatment and hospital care from a licensed physician as deemed necessary for the safety and welfare of my child or ward. It is understood that the resulting expenses will be the responsibility of the child or ward's parent(s)/guardian(s).
9. **I have carefully read this authorization and fully understand its contents and voluntarily consent to its terms and conditions.**

Signature of Parent/Guardian — Date

Home telephone | Work telephone | Mobile telephone or pager

*White – Field Trip Supervisor* *Yellow – School/Facility* *Pink – Parent/Guarc*

SFA 2010, Rev. 6/17/2014

# AUTORIZACIÓN PARA PASEO EDUCATIVO Y EXCURSIÓN
# Y AUTORIZACIÓN PARA TRATAMIENTO MEDICO
## (Menor de Edad)

❑ Dentro del Estado ❑ Fuera Del Estado

**Es un requisito completen esta forma para todos las paseos educativos o excursiones.**

Nombre del Estudiante

Feche de Nacimiento (para los propósitos de emergencia)

Dirección del Estudiante

Nombre de la Escuela

Clase/Programa

Maestro

Fecha(s) de Paseo Educativo/ la Excursión

Ubicación del Paseo Educativo / la Excursión

Proveedor de Transporte Escolar

1. **Por medio de la presente autorizó que mi hijo(a) o menor de edad (nombre escrito anteriormente) para participar en este paseo educativo o excursión.**
2. **Con respecto a la asistencia especial o modificaciones**: ¿Es necesario que se le facilite asistencia especial o modificaciones a su hijo(a) o menor de edad para que participe en este paseo educativo o excursión?

   ❑ No ❑ Si Explique por favor. _____
3. **Con respecto a la administración de medicamento**: Todos los medicamentos deben ser recetados, **incluyendo** los medicamentos sin receta. ¿Es requisito que su hijo(a) o menor de edad tome medicamento durante el curso de este paseo educativo o excursión?

   ❑ No ❑ Si **El padre o tutor legal debe comunicarse con su escuela** para obtener la solicitud SFA-5010S, "Autorización para tomar cualquier medicamento durante el horario escolar," forma SFA-5030S, "Autorización Para Cualquier Medicamento Tomado Durante Horas Escolares, Actividades Escolares, Y Paseo," o la forma SFA-5040S, "Extensión de la solicitud de autorización para tomar medicamento durante el paseo educativo y la excursión" (el cual debe ser firmado por el padre o tutor legal o el médico del niño(a) o menor de edad).
4. **Si usted tiene seguro médico, por favor regístrelo:**

   Compañía de Seguro Médico | Número de Póliza | Número de Grupo
5. **Por favor enumere los nombres de contacto de emergencia adicional, si el padre/tutor no están disponible:**

   Contacto de emergencia — Teléfono

   Contacto de emergencia — Teléfono
6. **Conducta:** Yo comprendo cabalmente que todos los participantes deben de acatar y aceptar todas las reglas y los requisitos que rigen la conducta durante el Paseo Educativo o la Excursión. Hasta cierto punto permitido por el Código de Educación, cualquier participante que se determine estar en violación de las normas de conducta será enviado a casa a gasto propio del participante o gasto de sus padres o tutores legales.
7. **Renuncia de reclamaciones:** Comprendo que el artículo 35330 del Código Educativo de California establece la siguiente información:

   "Todas las personas participantes en los paseos educativos o las excursiones considerarán renunciar a todos los derechos (reclamaciones) en contra del distrito, una escuela autónoma, o el Estado de California por motivo de una lesión, un accidente, una enfermedad o fallecimiento ocurrido durante ó a causa del paseo educativo o la excursión. Todos los adultos que realicen paseos educativos o excursiones fuera del estado y todos los padres de familia o tutores legales de los alumnos que participen en paseos educativos o excursiones fuera del estado firmarán una declaración renunciando a todos los derechos."

   Al proveerle consentimiento a mi hijo(a) o al menor de edad para asistir y participar en este paseo educativo o excursión, yo renuncio a todas las reclamaciones en contra del distrito por motivo de una lesión, un accidente, una enfermedad, o fallecimiento ocurrido durante o por consecuencia de este paseo educativo o excursión.

   Yo comprendo que el distrito no requiere la participación de mi hijo(a) o del menor de edad en este paseo educativo o excursión y yo presento esta petición voluntariamente, debido a que deseo que mi hijo(a) o el menor de edad participe en el paseo educativo o excursión. Igualmente, comprendo que, si no autorizo la participación de mi hijo(a) o del menor de edad, éste participará en actividades alternativas, por las cuales mi hijo(a) o el menor de edad recibirá créditos completos.
8. **En caso de una enfermedad o una lesión**, por la presente doy consentimiento de cualquier transporte, radiografías, examen, anestesia, diagnostico quirúrgico médico, dental o tratamiento y cuidado de hospital por parte de un médico acreditado considerado necesario para la seguridad y el bienestar de mi hijo o del menor de edad. Queda entendido que los gastos generados serán la responsabilidad del (de los) padre(s) / del (de los) tutor(es) del menor de edad.
9. **He leído cuidadosamente esta solicitud, comprendo cabalmente su contexto y voluntariamente acepto los términos y su proceso.**

Firma de los Padres/Tutor — Fecha

Teléfono de Casa — Teléfono de Trabajo — Teléfono de celular o bíper

*Blanco – Supervisor de Paseo Educativo/Excursión* *Amarillo – Escuela* *Rosa – Padre/Madre/(*

SFA 2010S, Rev. 6/17/2014

OXNARD SCHOOL DISTRICT

# Parent/Student CIF Heat Illness Information Sheet

**Why am I getting this information sheet?**

You are receiving this information sheet about Heat Illness because of California state law AB 2800 (effective January 1, 2019), now Education Code § 35179 and CIF Bylaws 22.B.(9) and 503.K (Approved Federated Council January 31, 2019):

1. The law requires a student athlete who has been removed from practice or play after displaying signs and symptoms associated with heat illness must receive a written note from a licensed health care provider before returning to practice.
2. Before an athlete can start the season and begin practice in a sport, a Heat Illness information sheet must be signed and returned to the school by the athlete and the parent or guardian.

Every 2 years all coaches are required to receive training about concussions (AB 1451), heat illness (AB 2800) as well as certification in First Aid training, CPR, and AEDs (life-saving electrical devices that can be used during CPR).

**What is Heat Illness and how would I recognize it?**

Exercise produces heat within the body and can increase the player's body temperature. Add to this a hot or humid day and any barriers to heat loss such as padding and equipment, and the temperature of the individual can become dangerously high.

Heat Illness occurs when metabolically produced heat combines with that gained from the environment to exceed the heat and large sweat losses. Young athletes should be pre-screened at their pre-participation physical exam form education/supplement use, cardiac disease, history of sickle cell trait, and previous heat injury. Athletes with any of these factors should be supervised closely during strenuous activities in a hot climate. Fatal heat stroke occurs most frequently among obese high school middle lineman.

Much of one's body heat is eliminated by sweat. Once this water leaves the body, it must be replaced. Along with water loss, many other minerals are lost in the sweat. Most of the commercial drinks now available contain these minerals, such as Gatorade, etc., but just plain water is all that is really required because the athlete will replace the lost minerals with his/her normal diet.

**PREVENTION**: There are several steps which can be taken to prevent heat illness from occurring:

**ADEQUATE HYDRATION**: The athlete should arrive at practice well-hydrated to reduce the risk of dehydration. The color of the urine can provide a quick guess at how hydrated the athlete. If the urine is dark like apple juice means the athlete is dehydrated. If the urine is light like lemonade in color means the athlete seems adequately hydrated.

Water or sports drinks should be readily available to athletes during practice and should be served ideally chilled in containers that allow adequate volumes of fluid to be ingested.

Water breaks should be given at least every 30-45 minutes and should be long enough to allow athletes to ingest adequate volumes of fluid.

Athletes should be instructed to continue fluid replacement in between practice sessions.

**GRADUAL ACCLIMATIZATION:** Intensity and duration of exercise should be gradually increased over a period of 7-14 days to give athletes' time to build fitness levels and become accustomed to practicing in the heat. Protective equipment should be introduced in phases (start with helmet, progress to helmet and shoulder pads, and finally fully uniform).

**HEAT EXHAUSTION:** Inability to continue exercise due to heat-induced symptoms. Occurs with an elevated body-core temperature between 97- and 104-degrees Fahrenheit.

| | |
|---|---|
| • Dizziness, lightheadedness, weakness | • Profuse sweating |
| • Headache | • Cool, clammy skin |
| • Nausea | • Hyperventilation |
| • Diarrhea, urge to defecate | • Decreased urine output |
| • Pallor, chills | |

**TREATMENT:** Stop exercise, move player to a cool place, remove excess clothing, give fluids if conscious, COOL BODY: fans, cold water, ice towels, or ice packs. Fluid replacement should occur as soon as possible. The athlete should be referred to a hospital emergency if recovery is not rapid. When in doubt, CALL 911. Athletes with heat exhaustion should be assessed by a physician as soon as possible in all cases.

**HEAT STROKE**: Dysfunction or shutdown of body systems due to elevated body temperature which cannot be controlled. This occurs with a body-core temperature greater than 107 degrees Fahrenheit.

**WARNING SYMPTOMS:**

**This is a MEDICAL EMERGENCY. Death may result if not treated properly and rapidly.**

Treatment: Stop exercise, Call 911, remove from heat, remove clothing, immerse athlete in cold water for aggressive, rapid cooling (if immersion is not possible, cool the athlete as described for heat exhaustion), monitor vital signs until paramedics arrive.

| ***Signs observed by teammates, parents and coaches include:*** | |
|---|---|
| • Dizziness | • Weakness |
| • Drowsiness, loss of consciousness | • Hot and wet or dry skin |
| • Seizures | • Rapid heartbeat, low blood pressure |
| • Staggering, disorientation | • Hyperventilation |
| • Behavioral/cognitive changes (confusion, irritability, aggressiveness, hysteria, emotional instability) | • Vomiting, diarrhea |

**Final Thoughts for Parents and Guardians:**

Heat stress should be considered when planning and preparing for any sports activity. Summer and fall sports are conducted in very hot and humid weather in many parts of the California. Many of the heat problems have been associated with football, due to added equipment which acts as a barrier to heat dissipation. Several heatstroke deaths continue to occur each season in the United States. There is no excuse for heatstroke deaths if the proper precautions are taken.

You should also feel comfortable talking to the coaches or athletic trainer about possible heat illness signs and symptoms that you may be seeing in your child.

I acknowledge that I have received and read the CIF Heat Illness Information Sheet.

| | | |
|---|---|---|
| Student-Athlete Name - *Printed* | Student-Athlete - *Signature* | Date |
| Parent Or Legal Guardian Name - *Printed* | Parent or Legal Guardian - *Signature* | Date |

DISTRITO ESCOLAR DE OXNARD

# Hoja de información CIF para padres/estudiantes referente a la insolación

**¿Por qué me han enviado esta información?**

Usted ha recibido esta hoja informativa referente a la insolación debido a lo indicado por la Ley AB 2800 de California (efectiva el 1° de enero del 2019), el cual ahora es parte del Código de Educación § 35179 y de los reglamentos CIF 22.B.(9) y 503.K (aprobados por el Concilio Federal el 31 de enero del 2019):

1. La ley requiere que cualquier atleta estudiante que haya sido excluido de las prácticas o de algún partido debido a que ha mostrado señales y síntomas relacionados con la insolación (infarto de calor), debe recibir una nota escrita de un proveedor acreditado de cuidados médicos antes de regresar a las prácticas de atletismo.
2. Antes que un atleta pueda comenzar la temporada y comience las prácticas deportivas, los padres o tutores legales deben firmar y entregar a la escuela una Hoja de información sobre la insolación.

Cada dos años todos los entrenadores tienen el requisito de recibir entrenamiento sobre sobre las contusiones cerebrales (AB 1451), la insolación (AB 2800) al igual que una certificación de entrenamiento sobre primeros auxilios, resucitación cardiopulmonar (CPR, en inglés) y los instrumentos eléctricos (AEDs, en inglés) que se pueden utilizar para salvar la vida durante una resucitación cardiopulmonar (CPR).

**¿Qué es la insolación y como puedo identificar los síntomas?**

El ejercicio produce calor dentro del cuerpo y puede incrementar la temperatura del cuerpo del atleta. Si a esto se agregan un día caluroso o húmedo, más las barreras que impiden la disipación del calor como el equipo de amortiguación en el uniforme deportivo, la temperatura corporal del individuo puede aumentar peligrosamente.

La insolación ocurre cuando el calor producido por el metabolismo corporal se combina con el calor que proviene del medioambiente, lo que ocasiona calor excesivo y grandes pérdidas de sudor. Previo a su participación, los atletas jóvenes deben ser evaluados durante su examen médico para diagnosticar enfermedades cardiacas, historial de células falciformes (sickle cell trait, en inglés) y traumas previos debido al calor. Los atletas que presenten cualquiera de estos casos deben ser supervisados cuidadosamente durante las actividades estrenuas realizadas en climas calientes. El infarto fatal debido al calor ocurre más frecuentemente entre los atletas obesos de preparatoria que juegan la posición de defensas medios.

La mayoría del calor corporal es eliminado por medio del sudor. El líquido debe ser reemplazado después que ha salido del cuerpo. Junto con la perdida de agua, el cuerpo pierde muchos otros minerales por medio del sudor. La mayoría de las bebidas comerciales disponibles, tales como Gatorade, etc., contienen estos minerales; sin embargo, lo que realmente se necesita es solamente agua debido a que el atleta recuperará los minerales perdidos por medio de su dieta regular.

**PREVENCIÓN:** Existen varios pasos que deben seguirse para prevenir un infarto debido al calor:

**LA HIDRATACIÓN APROPIADA**: El atleta debe llegar a sus prácticas deportivas bien hidratado para reducir el riesgo de deshidratación. El color de la orina puede mostrar fácilmente el nivel de hidratación del atleta. Si la orina es obscura parecido al jugo de manzana, eso significa el atleta está deshidratado. Si la orina es clara como el color de la limonada, eso significa que el atleta está propiamente hidratado.

En las prácticas debe haber agua y bebidas deportivas fácilmente disponibles para los atletas y de preferencia deben servirse frías y en envases que permitan la ingestión de líquidos en volúmenes apropiados.

También debe haber recesos para beber agua por lo menos cada 30 o 45 minutos y los recesos deben ser suficientemente largos para ingerir volúmenes apropiados de líquidos.

A los atletas se les debe instruir que deben continuar remplazando los líquidos antes y después de las sesiones de práctica.

**LA ACLIMATACIÓN GRADUAL:** La intensidad y la duración del ejercicio debe incrementarse gradualmente durante un periodo de 7 a 14 días para que el atleta pueda alcanzar niveles apropiados de aptitud física y su cuerpo se acostumbre a practicar en el calor. El equipo protector debe introducirse de manera gradual (comenzando con el casco, después el casco y las hombreras, y finalmente el uniforme completo).

**EL AGOTAMIENTO DEBIDO AL CALOR:** Es la inhabilidad de continuar ejercitando debido a los síntomas producidos por el calor. Esto ocurre cuando la temperatura básica del cuerpo se encuentra entre los 97 y los 104 grados Fahrenheit.

| | |
|---|---|
| • Vértigo, mareo, debilidad | • Sudor abundante |
| • Dolor de cabeza | • Piel viscosa y fría |
| • Náusea | • Hiperventilación |
| • Diarrea, urgencia para defecar | • Reducción en la producción de orina |
| • Palidez, escalofríos | |

**TRATAMIENTO:** Dejar de ejercitar, acudir a un lugar frío, quitar la ropa excesiva, beber líquidos si la persona está consiente, ENFRIAR EL CUERPO: con ventiladores, agua fría, toallas heladas, o esponjas húmedas congeladas (ice packs). Debe comenzar la recuperación de líquidos tan pronto como sea posible. Si su recuperación no ese rápida, el atleta debe ser llevado a la sala de emergencias del hospital. Si existen dudas, LLAME AL 911. En todos los casos, los atletas que sufren agotamiento debido al calor deben ser evaluados por un médico tan pronto como sea posible.

**INFARTO DEBIDO AL CALOR**: Es el mal funcionamiento o paralización de los sistemas corporales debido a la alta temperatura del cuerpo la cual está fuera de control. Esto ocurre cuando la temperatura básica del cuerpo es mayor a los 107 grados Fahrenheit.

**SÍNTOMAS DE ALARMA:**

**Los siguientes síntomas representan una EMERGENCIA MÉDICA. Podría ocasionar la muerte si no se ofrece tratamiento médico inmediato y apropiado.**

Tratamiento: dejar de ejercitar, llamar al 911, alejar del calor, desvestirse, sumergir al atleta en agua fría para un enfriamiento rápido y eficaz (si no es posible sumergir al atleta, enfriar al atleta siguiendo el tratamiento para el agotamiento debido al calor), vigilando los signos vitales hasta que lleguen los paramédicos.

| ***Los síntomas que han sido observados por los jugadores, padres y entrenadores incluyen:*** | |
|---|---|
| • Mareos (vértigo) | • Debilidad |
| • Letargo (adormecimiento), quedar inconsciente | • Piel caliente, húmeda o seca |
| • Convulsiones (ataques epilépticos) | • Pulso rápido, baja presión sanguínea |
| • Tambaleo, tropiezos, desorientación | • Hiperventilación |
| • Cambios cognitivos y de comportamiento (confusión, irritabilidad, agresividad, histeria, inestabilidad emocional) | • Vómito, diarrea |

**Consejos finales para los padres y tutores legales:**

Cada vez que planee y prepare cualquier actividad deportiva usted debe tomar en cuenta el estrés que será producido por el calor. En varias regiones de California, los deportes de verano y otoño a menudo se realizan en climas muy calientes y húmedos. Muchos de los problemas ocasionados por el calor se relacionan con el futbol Americano, debido al equipo adicional que los atletas deben vestir y el cual actúa como una barrera que impide la disipación del calor. Durante cada temporada deportiva en los Estados Unidos continúan sucediendo varias muertes debido a los infartos por el calor. Si se toman las precauciones apropiadas, no existe ninguna excusa para permitir que suceda una muerte debido a infarto por el calor.

Usted debe tener la confianza de hablar con los entrenadores o manejadores de atletismo referente a los posibles síntomas de insolación y sobre los síntomas que tal vez usted observa en su hijo.

Yo confirmo que he recibido y leído La Hoja de información CIF referente a la insolación.

| | | |
|---|---|---|
| Nombre del estudiante/atleta – *Letra de molde* | Firma del estudiante/atleta | Fecha |
| Nombre de padre/madre/tutor legal - *Letra de molde* | Firma de padre/madre/tutor legal | Fecha |

OXNARD SCHOOL DISTRICT

# Prescription Opioids: What You Need to Know

Prescription opioids can be used to help relieve moderate-to-severe pain and are often prescribed following a surgery or injury, or for certain health conditions. These medications can be an important part of treatment but also come with serious risks. It is important to work with your health care provider to make sure you are getting the safest, most effective care.

Prescription opioids carry serious risks of addiction and overdose, especially with prolonged use. An opioid overdose, often marked by slowed breathing, can cause sudden death. The use of prescription opioids can have a number of side effects as well, even when taken as directed.

**Side effects may include one or more of the following:**

- Tolerance - meaning you might need to take more of a medication for the same pain relief
- Physical dependence—meaning you have symptoms of withdrawal when a medication is stopped
- Increased sensitivity to pain
- Constipation
- Nausea, vomiting, and dry mouth
- Sleepiness and dizziness
- Confusion
- Depression
- Low levels of testosterone that can result in lower sex drive, energy, and strength
- Itching and sweating

**Risks are greater with the following:**

- History of drug misuse, substance use disorder, or overdose
- Mental health conditions (such as depression or anxiety)
- Sleep apnea
- Older age (65 years or older)
- Pregnancy

**Unless specifically advised by your health care provider, medications to avoid include:**

- Benzodiazepines (such as Xanax or Valium)
- Muscle relaxants (such as Soma or Flexeril)
- Hypnotics (such as Ambien or Lunesta)
- Other prescription opioids
- In addition, avoid alcohol while taking prescription opioids.

## KNOW YOUR OPTIONS

**Talk to your health care provider about ways to manage your pain that do not involve prescription opioids. Some of these options may actually work better and have fewer risks and side effects. Options may include:**

- Pain relievers such as acetaminophen, ibuprofen, and naproxen
- Some medications that are also used for depression or seizures
- Physical therapy and exercise
- Cognitive behavioral therapy, a psychological, goal-directed approach, in which patients learn how to modify physical, behavioral, and emotional triggers of pain and stress.

## IF YOU ARE PRESCRIBED OPIOIDS FOR PAIN:

- Never take opioids in greater amounts or more often than prescribed.
- Follow up with your primary health care provider within.
  - Work together to create a plan on how to manage your pain.
  - Talk about ways to help manage your pain that don't involve prescription opioids.
  - Talk about any and all concerns and side effects.
- Help prevent misuse and abuse.
  - Never sell or share prescription opioids.
  - Never use another person's prescription opioids.
- Store prescription opioids in a secure place and out of reach of others (this may include visitors, children, friends, and family).
- Safely dispose of unused prescription opioids: Find your community drug take-back program or your pharmacy mail-back program, or lush them down the toilet, following guidance from the Food and Drug Administration:
  www.fda.gov/Drugs/ResourcesForYou
- Visit www.cdc.gov/drugoverdose to learn about the risks of opioid abuse and overdose.
- If you believe you may be struggling with addiction, tell your health care provider and ask for guidance or call SAMHSA's National Helpline at 1-800-662-HELP.

LEARN MORE:
www.cdc.gov/drugoverdose/prescribing/guideline.html

| Student-athlete Name Printed | Student-athlete Signature | Date |
|---|---|---|
| Parent or Legal Guardian Printed | Parent or Legal Guardian Signature | Date |

Legal References:
California Education Code section 49476

Adapted from the Center for Disease Control and Prevention and the American Hospital Association

DISTRITO ESCOLAR DE OXNARD

# Opioides recetados: lo que necesita saber

Los opioides recetados son medicamentos que sirven para aliviar el dolor moderado a intenso y suelen ser recetados luego de una cirugía o de sufrir una lesión, o ante ciertos problemas de salud. Estos medicamentos pueden ser una parte importante del tratamiento, aunque también implican riesgos graves. Es importante comunicarse con su proveedor de atención médica para asegurarse que está obteniendo la atención más segura y eficaz.

Los riesgos más graves de los opioides recetados son la adicción y la sobredosis, especialmente con el uso prolongado. Una sobredosis con opioides puede reducir la frecuencia respiratoria y provocar la muerte repentina. Los opioides recetados pueden tener efectos secundarios, incluso si se toman según las indicaciones.

**Los efectos secundarios pueden incluir uno o más de los siguientes:**

- Tolerancia: la necesidad de tomar más medicamentos para lograr la misma reducción del dolor
- Dependencia física: aparición de síntomas de abstinencia al interrumpir el consumo
- Mayor sensibilidad al dolor
- Estreñimiento: es el efecto secundario más común
- Náuseas, vómitos y sequedad de boca
- Somnolencia y mareo
- Confusión
- Depresión
- Bajos niveles de testosterona, que pueden resultar en un menor impulso sexual, energía y fuerza
- Comezón y sudor

**Los riesgos son mayores con lo siguiente:**

- Tiene antecedentes de abuso de drogas, trastorno de consumo de sustancias o sobredosis
- Tiene una condición de salud mental, (como depresión o ansiedad)
- Tiene apnea del sueño
- Tiene 65 años o más
- Está embarazada

**A menos que su proveedor de atención médica lo indique específicamente, los medicamentos que debe evitar incluyen:**

- Benzodiacepinas (como Xanax o Valium)
- Relajantes musculares (como Soma o Flexeril)
- Pastillas para dormir (como Ambien o Lunesta)
- Otros opioides recetados
- Adicionalmente, evite el consumo de alcohol mientras esté tomando opioides recetados.

## SEPA CUÁLES SON SUS OPCIONES

**Hable con su proveedor de atención médica acerca de las maneras de controlar el dolor sin tener que usar opioides. Algunas de esas opciones podrían dar mejores resultados y presentar menores riegos y efectos secundarios. Las opciones podrían ser las siguientes:**

- Otros analgésicos, como acetaminofeno (Tylenol), ibuprofeno (Advil, Motrin) o naproxeno
- Algunos medicamentos que también se emplean contra la depresión y las convulsiones.
- Fisioterapia y ejercicios
- Terapia cognitiva conductual, un enfoque psicológico dirigido por objetivos donde los pacientes aprenden a modificar las causas físicas, conductuales y emocionales del dolor y el estrés.

## SI LE RECETAN OPIOIDES PARA EL DOLOR:

- Nunca tome opioides en más cantidades o más seguido que lo indicado.
- Haga un seguimiento con su proveedor de atención médica.
    - Establezcan juntos un plan para tratar el dolor.
    - Analicen posibilidades para tratar el dolor, las cuales no incluyan opioides recetados.
    - Hable de sus inquietudes y de los efectos secundarios.
- Ayude a evitar el mal uso y el abuso.
    - Nunca venda ni comparta opioides recetados.
    - Nunca use los opioides recetados de otra persona.
- Guarde los opioides recetados en un lugar seguro y lejos del alcance de otras personas. (Esto puede incluir visitas, niños, amigos y familiares).
- Deshágase de manera segura de los opioides recetados que le sobren. Encuentre el programa de devolución de medicamentos de su comunidad o el programa de devolución de medicamentos de su farmacia o tírelos en el inodoro, siguiendo las instrucciones de la Administración de Alimentos y Medicamentos: www.fda.gov/Drugs/ResourcesForYou.
- Visite www.cdc.gov/drugoverdose para conocer los riesgos del abuso y la sobredosis de opioides
- Si cree que puede estar luchando contra la adicción, infórmeselo a su proveedor de atención médica y solicite orientación o llame a la línea de ayuda nacional de SAMHSA al 1-800-662-HELP.

APRENDE MÁS:
www.cdc.gov/drugoverdose/prescribing/guideline.html

| Nombre del Estudiante Deportista | Firma del Estudiante Deportista | Fecha |
|---|---|---|
| Nombre del Padre o Tutor Legal | Firma del Padre o Tutor Legal | Fecha |

Referencias legales:
Sección del Código de Educación de California 49476

Adaptado de los Centros para el Control y Prevención de Enfermedades (CDC, por sus siglas en inglés) y La Asociación de Hospital Americano

OXNARD SCHOOL DISTRICT

**Parent/Student CIF Steroid Information Sheet and Acknowledgement**

"As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition." (CIF Bylaw 503.I)

Our School District Policy (BP 5131.63):

The Governing Board recognizes that the use of steroids and other performance-enhancing supplements presents a serious health and safety hazard. As part of the district's drug prevention and intervention efforts, the Superintendent or designee and staff shall make every reasonable effort to prevent students from using steroids or other performance-enhancing supplements.

Students in grades 7-12 shall receive a lesson on the effects of steroids as part of their health, physical education, or drug education program.

Students participating in interscholastic athletics are prohibited from using steroids and dietary supplements banned by the U.S. Anti-Doping Agency as well as the substance synephrine. (Education Code 49030)

Before participating in interscholastic athletics, a student athlete and his/her parent/guardian shall sign a statement that the student athlete pledges not to use androgenic/anabolic steroids and dietary supplements banned by the U.S. Anti-Doping Agency and the substance synephrine, unless the student has a written prescription from a licensed health care practitioner to treat a medical condition.

A student who is found to have violated the agreement or this policy shall be restricted from participating in athletics and shall be subject to disciplinary procedures including, but not limited to, suspension or expulsion in accordance with law, Board policy, and administrative regulation.

Coaches shall educate students about the district's prohibition and the dangers of using steroids and other performance-enhancing supplements.

The Superintendent or designee shall ensure that district schools do not accept sponsorships or donations from supplement manufacturers that offer muscle-building supplements to students.

Acknowledgement

By signing below, both the participating student-athlete and the parents, legal guardians/caregiver hereby agree that the student-athlete named herein, shall not use androgenic/anabolic steroids without the written prescription of a fully-licensed physician (as recognized by the AMA) to treat a medical condition. We also recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the [insert name of school] policy regarding the use of illegal drugs will be enforced for any violations of these rules.

I acknowledge that I have received and read the CIF Steroid Information Sheet.

| | | |
|---|---|---|
| Student-Athlete Name - *Printed* | Student-Athlete - *Signature* | Date |
| Parent or Legal Guardian Name - *Printed* | Parent or Legal Guardian - *Signature* | Date |

DISTRITO ESCOLAR DE OXNARD

**Hoja CIF de información y compromiso de los padres y estudiantes sobre los esteroides**

"Como condición de membresía en el CIF, todas las escuelas que son miembros deberán adoptar normas que prohíban el uso y abuso de los esteroides androgénicos/anabólicos. Todas estas escuelas deberán confirmar que los estudiantes atletas participantes y sus padres, el tutor legal/cuidador están de acuerdo que el atleta no usará esteroides anabólicos sin la receta prescrita por medio de un examen físico con licencia plena (como lo reconoce la Asociación Médica Americana, AMA) para tratar una condición médica". (Estatuto CIF 503.I)

Nuestra norma del distrito escolar (BP 5131.63):

La Mesa Directiva Gobernante reconoce que el uso de esteroides y otros suplementos para mejorar el rendimiento físico representa un grave peligro para la salud y la seguridad. Como parte de los esfuerzos distritales de prevención e intervención del uso de drogas, el superintendente o la persona designada y el personal deberán hacer todos los esfuerzos razonables para evitar que los estudiantes usen esteroides u otros suplementos para mejorar el rendimiento físico.

Como parte de sus programas de salud, educación física o educación sobre las drogas, los estudiantes en los grados 7 al 12 recibirán una lección sobre los efectos de los esteroides.

Los estudiantes que participan en el atletismo escolar tienen prohibido el uso de esteroides y suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia sinefrina (synephrine, en inglés). (Código de Educación 49030).

Antes de participar en el atletismo escolar, un estudiante atleta y su padre/madre/tutor legal deberán firmar una declaración donde el estudiante atleta se compromete a no usar esteroides androgénicos/anabólicos y/o suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia Sinefrina (Synephrine, en inglés), a menos que el estudiante haya recibido una receta médica escrita por un profesional de la salud que posea autorización para tratar condiciones médicas.

Cualquier estudiante que haya violado el acuerdo o esta norma no podrá participar en el atletismo escolar y estará sujeto a los procedimientos disciplinarios los cuales incluyen, entre otros, la suspensión o expulsión de acuerdo con la ley, las normas de la Mesa Directiva y los reglamentos administrativos.

Los entrenadores deben educar a los estudiantes sobre las prohibiciones del distrito y los peligros del uso de esteroides y otros suplementos para mejorar el rendimiento físico.

El Superintendente o la persona designada se asegurarán que las escuelas del distrito no acepten patrocinios o donaciones de fabricantes de suplementos que ofrezcan suplementos de desarrollo muscular a los estudiantes.

Compromiso

Al firmar este documento, el estudiante atleta participante junto con sus padres, tutores legales/cuidadores están de acuerdo que el estudiante atleta mencionado en este documento no utilizará esteroides androgénicos/anabólicos sin una prescripción escrita por un médico que posea autorización plena para tratar condiciones médicas (tal como lo reconoce la Asociación Médica Americana, AMA). También reconocemos que según el reglamento CIF 202, podrían existir penalidades por el uso de información falsa o fraudulenta. Además comprendemos que la escuela [insert name of school] seguirá las normas referentes al uso ilegal de drogas en caso de que ocurran violaciones a estos reglamentos.

Yo confirmo que he recibido y leído la Hoja de información CIF referente a los esteroides.

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|---|---|---|
| Nombre del estudiante/atleta – *Letra de molde* | Firma del estudiante/atleta | Fecha |
| Nombre de padre/madre/tutor legal - *Letra de molde* | Firma de padre/madre/tutor legal | Fecha |

Oxnard School District

# Sudden Cardiac Arrest Information Sheet

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens blood stops flowing to the brain and other vital organs. SCA is NOT a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure.

Recognize the Warning Signs and Risk Factors of Sudden Cardiac Arrest.

Tell your coach and consult your health care provider if these conditions are present in your student athlete:

Potential indicators that SCA may occur:

- ❑ Fainting or seizure, especially during or right after exercise;
- ❑ Fainting repeatedly or with excitement or startle;
- ❑ Excessive shortness of breath during exercise;
- ❑ Racing or fluttering heart palpitations or irregular heartbeat;
- ❑ Repeated dizziness or lightheadedness;
- ❑ Chest pain or discomfort with exercise;
- ❑ Excessive, unexpected fatigue during or after exercise.

Factors that increase the Risk of SCA:

- ❑ Known structural heart abnormality, repaired or unrepaired;
- ❑ Family members with unexplained fainting, seizures, drowning or near drowning, or car accidents;
- ❑ Family history of known heart abnormalities or sudden death before age 50;
- ❑ Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD);
- ❑ Use of drugs, such as cocaine, inhalants, "recreactional" drugs, excessive energy drinks or performance-enhancing supplements.

## How Common is Sudden Cardiac Arrest in the United States?

As the leading cause of death in the U.S., there are more than 300,000 cardiac arrests outside hospitals each year, with nine out of 10 resulting in death. Thousands of sudden cardiac arrests occur among youth, as it is the #2 cause of death under 25 and the #1 killer of student athletes during exercise.

## Who is at Risk for Sudden Cardiac Arrest?

SCA is more likely to occur during exercise or physical activity, so student athletes are at greater risk. While a heart condition may have no warning signs, studies show that many young people do have symptoms but neglect to tell an adult. This may be because they are embarrassed, they do not want to jeopardize their playing time, they mistakenly think they are out of shape and need to train harder, or they simply ignore the symptoms, assuming they will "just go away." Additionally, some health history factors increase the risk of SCA.

## What Should You do if your Student Athlete is Experiencing any of these Symptoms?

We need to let student-athletes know that if they experience any SCA-related symptoms it is crucial to alert an adult and get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for your doctor's feedback before returning to play, and alert your coach, trainer and school nurse about any diagnosed conditions.

## Return to Play (RTP)

The California Interscholastic Federation (CIF) amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting. A student athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider (medical doctor or doctor of osteopathy). Parents, guardians and caregivers are urged to dialogue with student athletes about their heart health.

## Acknowledgment

I have reviewed and understand the symptoms and warning signs of SCA and the new CIF protocol to incorporate SCA prevention strategies into my student's sports program

| Student-athlete Name Printed | Student-athlete Signature | Date |
|---|---|---|
| Parent or Legal Guardian Printed | Parent or Legal Guardian Signature | Date |

Legal References:
California Interscholastic Federation Bylaw 503

# Oxnard School District
## Una ficha informativa acerca del Paro Cardíaco Repentino

El Paro Cardíaco Repentino (PCR) sucede cuando el corazón súbita e inesperadamente deja de latir. Cuando esto sucede, se detiene el flujo sanguíneo hacia el cerebro y otros órganos vitales. El PCR no es un paro cardíaco. Un paro cardíaco es causado por una obstrucción que detiene el flujo sanguíneo hacia el corazón. El PCR es una falla en el sistema eléctrico del corazón que hace que la víctima se colapse. Un defecto genético o congénito en la estructura del corazón es la causa de la falla.

Reconozca los factores de riesgo y los signos de advertencia delParo CardíacoRepentino.

Dígale al entrenador y consulte a su médico si su atleta adolescente padece estos síntomas:

Posibles indicadores de que podría suceder un PCR:

- ❑ Colapso o convulsiones, especialmente justo después de ejercitarse;
- ❑ Colapso frecuente, o por emoción o susto;
- ❑ Falta excesiva de aliento durante el ejercicio;
- ❑ Taquicardia o palpitaciones, o ritmo cardíaco irregular;
- ❑ Mareo o aturdimiento frecuente;
- ❑ Dolor o malestar en el pecho al ejercitarse;
- ❑ Fatiga excesiva e inesperada durante o después del ejercicio.

Factores que incrementan el riesgo de que suceda un PCR:

- ❑ La presencia de una anormalidad estructural del corazón, reparada o no reparada;
- ❑ Familiares que han sufrido sin explicación, colapsos, convulsiones, un accidente automovilístico, que se han ahogado o han estado a punto de ahogarse;
- ❑ Un historial clínico familiar de anormalidades cardíacas conocidas o muerte repentina antes de los 50 años;
- ❑ Un historial clínico familiar específico con casos del síndrome del QT largo, síndrome Brugada, miocardiopatía hipertrófica o displasia arritmogénica del ventrículo derecho (DAVD);
- ❑ El consumo de enervantes tales como cocaína, inhalantes, drogas "recreativas," bebidas de energía en exceso, y sustancias o suplementos para mejorar el rendimiento.

### ¿Qué tan común es el PCR en los Estados Unido?

Porser la principalcausa de muerte en los EE. UU.cada año suceden más de 300,000 paroscardíacoslejos de los hospitales, de los que nueve de cada diezson mortales. Miles de jóvenesson víctimas de los paroscardíacosrepentinos porser la segunda causa de muerte en menores de 25 añosyla principal razón por la que mueren los atletas adolescentes durante el ejercicio.

## ¿Quién corre el riesgo de sufrir un paro cardíaco repentino?

Los atletas adolescentes corren más riesgo de sufrir un paro cardíaco repentino debido a que tiende a suceder durante el ejercicio o la actividad física. Aunque una enfermedad cardíaca no siempre demuestra signos de advertencia, los estudios demuestran que muchos jóvenes sí tienen síntomas pero no se lo dicen a un adulto. Esto puede ser porque les da pena, no quieren que los saquen de un partido, creen erróneamente que les falta condición física y solamente necesitan entrenar más, o simplemente ignoran los síntomas y suponen que "desaparecerán." Algunos factores de antecedentes clínicos también aumentan el riesgo de que suceda un PCR.

## ¿Qué debe hacer si su atleta adolescente padece alguno de estos síntomas?

Debemos informarles a los atletas adolescentes que si padecen cualquier síntoma del PCR, es de suma importancia avisarle a un adulto y consultar con un médico de cabecera lo antes posible. Si el atleta presenta cualquiera de los factores que incrementan el riesgo de que suceda un PCR, deberá consultar a un médico para ver la posibilidad de que se le hagan más pruebas. Espere la respuesta del médico antes de que su adolescente vuelva a jugar y además, avise a su entrenador y a la enfermera escolar de cualquier afección diagnosticada.

## Volver a Jugar

Federación Interescolar de California (CIF) enmendó sus estatutos para poder incluir lenguaje que incluye capacitación acerca del PCR como requisito en la certificación de entrenadores deportivos. Además, esto ayuda a incluirla en el protocolo de entrenamiento y juego para que los entrenadores tengan la autoridad de sacar del juego a un atleta adolescente que se colapse. El atleta adolescente que haya sido suspendido de un juego después de mostrar signos o síntomas asociados con un PCR, no puede volver a jugar hasta que un médico certificado le haya evaluado y aprobado (medical doctor or doctor of osteopathy). Se les insta a los padres, tutores y cuidadores a que hablen con sus atletas adolescentes acerca de la salud del corazón. Igualmente.

He leído y entendido los síntomas y los signos de advertencia del PCR y el nuevo protocolo de la CIF para incluir medidas para prevenir que suceda un PCR dentro del programa deportivo de mi estudiante

| | | |
|---|---|---|
| Nombre Del Atleta Adolescente | Firma Del Atleta Adolescente | Fecha |
| Nombre Del Padre/ Tutor | Firma Del Padre/ Tutor | Fecha |

Referencia legal:
Federación Interescolar de California Por Ley 503

# PREPARTICIPATION PHYSICAL EVALUATION
# HISTORY FORM

*(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)*

Date of Exam _____

Name _____ Date of birth _____

Sex _____ Age _____ Grade _____ School _____ Sport(s) _____

**Medicines and Allergies:** Please list all of the prescription and over-the-counter medicines and supplements (herbal and nutritional) that you are currently taking

_____

_____

_____

Do you have any allergies? ☐ Yes ☐ No If yes, please identify specific allergy below.
☐ Medicines ☐ Pollens ☐ Food ☐ Stinging Insects

**Explain "Yes" answers below. Circle questions you don't know the answers to.**

| GENERAL QUESTIONS | Yes | No |
|---|---|---|
| 1. Has a doctor ever denied or restricted your participation in sports for any reason? | | |
| 2. Do you have any ongoing medical conditions? If so, please identify below: ☐ Asthma ☐ Anemia ☐ Diabetes ☐ Infections Other: _____ | | |
| 3. Have you ever spent the night in the hospital? | | |
| 4. Have you ever had surgery? | | |
| **HEART HEALTH QUESTIONS ABOUT YOU** | **Yes** | **No** |
| 5. Have you ever passed out or nearly passed out DURING or AFTER exercise? | | |
| 6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise? | | |
| 7. Does your heart ever race or skip beats (irregular beats) during exercise? | | |
| 8. Has a doctor ever told you that you have any heart problems? If so, check all that apply: ☐ High blood pressure ☐ A heart murmur ☐ High cholesterol ☐ A heart infection ☐ Kawasaki disease Other: _____ | | |
| 9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram) | | |
| 10. Do you get lightheaded or feel more short of breath than expected during exercise? | | |
| 11. Have you ever had an unexplained seizure? | | |
| 12. Do you get more tired or short of breath more quickly than your friends during exercise? | | |
| **HEART HEALTH QUESTIONS ABOUT YOUR FAMILY** | **Yes** | **No** |
| 13. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 50 (including drowning, unexplained car accident, or sudden infant death syndrome)? | | |
| 14. Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia? | | |
| 15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator? | | |
| 16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning? | | |
| **BONE AND JOINT QUESTIONS** | **Yes** | **No** |
| 17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game? | | |
| 18. Have you ever had any broken or fractured bones or dislocated joints? | | |
| 19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches? | | |
| 20. Have you ever had a stress fracture? | | |
| 21. Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism) | | |
| 22. Do you regularly use a brace, orthotics, or other assistive device? | | |
| 23. Do you have a bone, muscle, or joint injury that bothers you? | | |
| 24. Do any of your joints become painful, swollen, feel warm, or look red? | | |
| 25. Do you have any history of juvenile arthritis or connective tissue disease? | | |

| MEDICAL QUESTIONS | Yes | No |
|---|---|---|
| 26. Do you cough, wheeze, or have difficulty breathing during or after exercise? | | |
| 27. Have you ever used an inhaler or taken asthma medicine? | | |
| 28. Is there anyone in your family who has asthma? | | |
| 29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ? | | |
| 30. Do you have groin pain or a painful bulge or hernia in the groin area? | | |
| 31. Have you had infectious mononucleosis (mono) within the last month? | | |
| 32. Do you have any rashes, pressure sores, or other skin problems? | | |
| 33. Have you had a herpes or MRSA skin infection? | | |
| 34. Have you ever had a head injury or concussion? | | |
| 35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems? | | |
| 36. Do you have a history of seizure disorder? | | |
| 37. Do you have headaches with exercise? | | |
| 38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling? | | |
| 39. Have you ever been unable to move your arms or legs after being hit or falling? | | |
| 40. Have you ever become ill while exercising in the heat? | | |
| 41. Do you get frequent muscle cramps when exercising? | | |
| 42. Do you or someone in your family have sickle cell trait or disease? | | |
| 43. Have you had any problems with your eyes or vision? | | |
| 44. Have you had any eye injuries? | | |
| 45. Do you wear glasses or contact lenses? | | |
| 46. Do you wear protective eyewear, such as goggles or a face shield? | | |
| 47. Do you worry about your weight? | | |
| 48. Are you trying to or has anyone recommended that you gain or lose weight? | | |
| 49. Are you on a special diet or do you avoid certain types of foods? | | |
| 50. Have you ever had an eating disorder? | | |
| 51. Do you have any concerns that you would like to discuss with a doctor? | | |
| **FEMALES ONLY** | | |
| 52. Have you ever had a menstrual period? | | |
| 53. How old were you when you had your first menstrual period? | | |
| 54. How many periods have you had in the last 12 months? | | |

**Explain "yes" answers here**

_____

_____

_____

_____

_____

_____

_____

_____

_____

**I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.**

Signature of athlete _____ Signature of parent/guardian _____ Date _____

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## PREPARTICIPATION PHYSICAL EVALUATION

# THE ATHLETE WITH SPECIAL NEEDS: SUPPLEMENTAL HISTORY FORM

Date of Exam _____

Name _____ Date of birth _____

Sex _____ Age _____ Grade _____ School _____ Sport(s) _____

| | | |
|---|---|---|
| 1. Type of disability | | |
| 2. Date of disability | | |
| 3. Classification (if available) | | |
| 4. Cause of disability (birth, disease, accident/trauma, other) | | |
| 5. List the sports you are interested in playing | | |
| | **Yes** | **No** |
| 6. Do you regularly use a brace, assistive device, or prosthetic? | | |
| 7. Do you use any special brace or assistive device for sports? | | |
| 8. Do you have any rashes, pressure sores, or any other skin problems? | | |
| 9. Do you have a hearing loss? Do you use a hearing aid? | | |
| 10. Do you have a visual impairment? | | |
| 11. Do you use any special devices for bowel or bladder function? | | |
| 12. Do you have burning or discomfort when urinating? | | |
| 13. Have you had autonomic dysreflexia? | | |
| 14. Have you ever been diagnosed with a heat-related (hyperthermia) or cold-related (hypothermia) illness? | | |
| 15. Do you have muscle spasticity? | | |
| 16. Do you have frequent seizures that cannot be controlled by medication? | | |

**Explain "yes" answers here**

**Please indicate if you have ever had any of the following.**

| | **Yes** | **No** |
|---|---|---|
| Atlantoaxial instability | | |
| X-ray evaluation for atlantoaxial instability | | |
| Dislocated joints (more than one) | | |
| Easy bleeding | | |
| Enlarged spleen | | |
| Hepatitis | | |
| Osteopenia or osteoporosis | | |
| Difficulty controlling bowel | | |
| Difficulty controlling bladder | | |
| Numbness or tingling in arms or hands | | |
| Numbness or tingling in legs or feet | | |
| Weakness in arms or hands | | |
| Weakness in legs or feet | | |
| Recent change in coordination | | |
| Recent change in ability to walk | | |
| Spina bifida | | |
| Latex allergy | | |

**Explain "yes" answers here**

**I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.**

Signature of athlete _____ Signature of parent/guardian _____ Date _____

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# PREPARTICIPATION PHYSICAL EVALUATION
# PHYSICAL EXAMINATION FORM

Name _____ Date of birth _____

## PHYSICIAN REMINDERS

1. Consider additional questions on more sensitive issues
   - Do you feel stressed out or under a lot of pressure?
   - Do you ever feel sad, hopeless, depressed, or anxious?
   - Do you feel safe at your home or residence?
   - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
   - During the past 30 days, did you use chewing tobacco, snuff, or dip?
   - Do you drink alcohol or use any other drugs?
   - Have you ever taken anabolic steroids or used any other performance supplement?
   - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
   - Do you wear a seat belt, use a helmet, and use condoms?
2. Consider reviewing questions on cardiovascular symptoms (questions 5–14).

| **EXAMINATION** | | |
|---|---|---|
| Height _____ Weight _____ | ☐ Male ☐ Female | |
| BP _____ / _____ ( _____ / _____ ) Pulse _____ | Vision R 20/ _____ L 20/ _____ | Corrected ☐ Y ☐ N |
| **MEDICAL** | **NORMAL** | **ABNORMAL FINDINGS** |
| Appearance<br>• Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperlaxity, myopia, MVP, aortic insufficiency) | | |
| Eyes/ears/nose/throat<br>• Pupils equal<br>• Hearing | | |
| Lymph nodes | | |
| Heart[a]<br>• Murmurs (auscultation standing, supine, +/- Valsalva)<br>• Location of point of maximal impulse (PMI) | | |
| Pulses<br>• Simultaneous femoral and radial pulses | | |
| Lungs | | |
| Abdomen | | |
| Genitourinary (males only)[b] | | |
| Skin<br>• HSV, lesions suggestive of MRSA, tinea corporis | | |
| Neurologic[c] | | |
| **MUSCULOSKELETAL** | | |
| Neck | | |
| Back | | |
| Shoulder/arm | | |
| Elbow/forearm | | |
| Wrist/hand/fingers | | |
| Hip/thigh | | |
| Knee | | |
| Leg/ankle | | |
| Foot/toes | | |
| Functional<br>• Duck-walk, single leg hop | | |

[a]Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.
[b]Consider GU exam if in private setting. Having third party present is recommended.
[c]Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

☐ Cleared for all sports without restriction

☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

_____

☐ Not cleared

- ☐ Pending further evaluation
- ☐ For any sports
- ☐ For certain sports _____

Reason _____

Recommendations _____

_____

**I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).**

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

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# PREPARTICIPATION PHYSICAL EVALUATION
# CLEARANCE FORM

Name _____ Sex ☐ M ☐ F Age _____ Date of birth _____

☐ Cleared for all sports without restriction

☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

_____

☐ Not cleared

- ☐ Pending further evaluation
- ☐ For any sports
- ☐ For certain sports _____
  Reason _____

Recommendations _____

_____

_____

_____

_____

_____

**I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).**

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

**EMERGENCY INFORMATION**

Allergies _____

_____

_____

_____

_____

_____

Other information _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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# PREPARTICIPACIÓN EVALUACIÓN FÍSICA

## FORMA DE HISTORIA MÉDICA

*(Nota: Este formulario debe ser llenado por el paciente y los padres antes de ver al médico. El médico debe mantener esta forma en el gráfico.)*

Fecha de Examen Médico _____

Nombre _____ Fecha de Nacimiento _____

Sexo _____ Edad _____ Grado _____ Escuela _____ Deporte(s) _____

**Medicinas y Alergias:** Escribe una lista de todas las medicinas de receta y suplementos (herbales y nutricionales) que estás tomando

¿Tienes alergias? □ Sí □ No Si tienes alergias, indica la alergia
□ Medicinas □ Pólen □ Comidas □ Insectos específica

**Explica las respuestas de "Sí" abajo.**

| Preguntas Generales | Sí | No |
|---|---|---|
| 1. ¿Ha sido restringido por un médico para participar en deportes por algúna razón? | | |
| 2. ¿Tienes problemas médicos continuamente? Si sí, indica abajo:<br>□ Asma □ Anemia □ Diabetes □ Infecciones<br>□ Otro: _____ | | |
| 3. ¿Has pasado la noche en un hospital? | | |
| 4. ¿ Has tenido alguna cirugía? | | |
| **Preguntas de la salud de tu corazón** | **Sí** | **No** |
| 5. ¿Alguna vez has desmayado o casi desmayado durante o después del ejercicio? | | |
| 6. ¿Has sentido dolores, o presión en tu pecho mientras haces ejercicios? | | |
| 7. ¿Su corazón siempre corre o salta latidos (latidos irregulares) durante el ejercicio? | | |
| 8. ¿Ha dicho tu médico que tienes problemas médicos con tu corazón? Si Sí, chequea todo que aplica:<br>□ Alta presión sanguínea □ soplo cardíaco<br>□ Colesterol alto □ Infección del corazón<br>□ Enfermedad de Kawasaki Otro: _____ | | |
| 9. ¿Ha pedido un médico un examen médico de tu corazón? | | |
| 10. ¿Te sientes mareado o tienes dificultad respirando durante el ejercicio? | | |
| 11. ¿Has tenido un incautación inexplicable? | | |
| 12. ¿Te sientes más cansado o tienes más dificultad de respirar que tus amigos cuando haces ejercicios? | | |
| **Preguntas de la salud de los corazones du tu familia** | **Sí** | **No** |
| 13. ¿Ha fallecido un miembro de la familia de problemas del corazón o de una muerte inexplicable antes de la edad de 50 años? (incluyendo ahogo, un accidente de coche inexplicable, o síndrome de muerte súbita infantil) | | |
| 14. ¿Hay alguien en su familia que tiene miocardiopatía hipertrófica, síndrome de Marfan, la miocardiopatía arritmogénica del ventrículo derecho, síndrome de QT largo, síndrome de QT corto, síndrome de Brugada o taquicardia ventricular polimórfica catecolaminérgica? | | |
| 15. ¿Tiene alguién en tu familia un problema del corazón, usa un marca pasos o un desfibrilador implantado? | | |
| 16. ?Tiene alguien en tu familia desmayos inexplicables, incautaciones inexplicables o casi ahogo? | | |
| **Preguntas de huesos y articulaciones** | **Sí** | **No** |
| 17. ¿Ha tenido una lesión en un hueso, músculo, ligamento o tendón que le hizo perder un entrenamiento o un partido? | | |
| 18. ¿Alguna vez te has quebrado o fracturado un hueso o dislocado una articulación o coyuntura? | | |
| 19. ¿Ha tenido una lesión que requiera radiografías, resonancia magnética, CT, inyecciones, terapia, un aparato ortopédico, un yeso o muletas? | | |
| 20. ¿Alguna vez has tenido una fractura de estrés? | | |
| 21. ¿Te han dicho alguna vez que tiene o ha tenido una radiografía para la inestabilidad del cuello o la inestabilidad atlantoaxial? (Síndrome de Down o enanismo) | | |
| 22. ¿Utiliza regularmente un aparato ortopédico, ortopédicos, u otro dispositivo de ayuda? | | |
| 23. ¿Tiene un hueso, músculo o lesión de la articulación que le molesta? | | |
| 24. ¿Alguna de sus articulaciones se vuelven dolorosas, hinchadas, se sienten calientes, o se ven de color rojo? | | |
| 25. ¿Tiene antecedentes de artritis juvenil o enfermedad del tejido conectivo? | | |

| Preguntas Médicas | Sí | No |
|---|---|---|
| 26. ¿Tose, sibilancias o tiene dificultad para respirar durante o después del ejercicio? | | |
| 27. ¿Alguna vez has utilizado un inhalador o tomado medicamentos para el asma? | | |
| 28. ¿Hay alguien en su familia que tiene asma? | | |
| 29. ¿Nació sin o le falta un riñón, un ojo, un testículo (varones), el bazo, o cualquier otro órgano? | | |
| 30. ¿Tiene dolor en la ingle o un bulto doloroso o hernia en la ingle? | | |
| 31. ¿Ha tenido mononucleosis infecciosa (mono) en el último mes? | | |
| 32. ¿Tienes algunas erupciones, úlceras por presión, u otros problemas de la piel? | | |
| 33. ¿Ha tenido un herpes o infección de la piel MRSA? | | |
| 34. ¿Ha tenido una lesión en la cabeza o una conmoción cerebral? | | |
| 35. ¿Alguna vez has tenido un golpe en la cabeza que causó confusión, dolor de cabeza prolongado o problemas de memoria? | | |
| 36. ¿Tiene antecedentes de trastornos convulsivos? | | |
| 37. ¿Tiene dolores de cabeza con el ejercicio? | | |
| 38. ¿Alguna vez ha tenido entumecimiento, hormigueo o debilidad en los brazos o piernas después de golpearse o caerse? | | |
| 39. ¿Alguna vez has sido incapaz de mover sus brazos o piernas después de golpearse o caer? | | |
| 40. ¿Alguna vez se enferma durante el ejercicio en el calor? | | |
| 41. ¿Usted tiene calambres musculares frecuentes al hacer ejercicio? | | |
| 42. ¿Usted o alguien en su familia tiene el rasgo de células falciformes o la enfermedad? | | |
| 43. ¿Ha tenido problemas con sus ojos o visión? | | |
| 44. ¿Ha tenido lesiones en los ojos? | | |
| 45. ¿Usted usa anteojos o lentes de contacto? | | |
| 46. ¿Usa gafas de protección, o anteojos de seguridad? | | |
| 47. ¿Le preocupa su peso? | | |
| 48. ¿Estás tratando de o ha recomendado alguien que usted gana o pierde peso? | | |
| 49. ¿Está usted en una dieta especial o usted evita ciertos tipos de alimentos? | | |
| 50. ¿Alguna vez ha tenido un trastorno alimentario? | | |
| 51. ¿Tiene usted alguna preocupación que le gustaría discutir con un médico? | | |
| **Sólo mujeres** | **Sí** | **No** |
| 52. ¿Alguna vez ha tenido un período menstrual? | | |
| 53. ¿Qué edad tenía cuando tuvo su primer período menstrual? | | |
| 54. ¿Cuántos periodos ha tenido en los últimos 12 meses? | | |

**Explique respuestas "sí" aquí**

**Al Mejor de mis conocimientos, mis respuestas son completas y correctas.**

Firma del atleta _____ Firma del padre/guardián _____ Fecha _____

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# PREPARTICIPACIÓN EVALUACIÓN FÍSICA

## EL ATLETA CON NECESIDADES ESPECIALES: FORMULARIO DE HISTORIA SUPLEMENTARIO

Fecha de Examen Médico _____

Nombre _____ Fecha de Nacimiento _____

Sexo _____ Edad _____ Grado _____ Escuela _____ Deporte(s) _____

| | |
|---|---|
| 1. Tipo de discapacidad | |
| 2. Fecha de discapacidad | |
| 3. Clasificación (Si posible) | |
| 4. Causa de la discapacidad (nacimiento, enfermedad, accidente / trauma, otros) | |
| 5. Enumerar los deportes que usted está interesado en jugar | |

| | Sí | No |
|---|---|---|
| 6. ¿Utiliza regularmente un aparato ortopédico, dispositivo de ayuda, o prótesis? | | |
| 7. ¿Utiliza algún corsé especial o dispositivo de ayuda para los deportes? | | |
| 8. ¿Tienes algunas erupciones, úlceras por presión, o cualesquier otros problemas de la piel? | | |
| 9. ¿Tiene una pérdida auditiva? ¿Utiliza un audífono? | | |
| 10. ¿Tiene una discapacidad visual? | | |
| 11. ¿Utiliza dispositivos especiales para la función intestinal o de la vejiga? | | |
| 12. ¿Usted tiene ardor o molestias al orinar? | | |
| 13. ¿Ha tenido la disreflexia autonómica? | | |
| 14. ¿Alguna vez ha sido diagnosticado con una enfermedad del calor (hipertermia) o (hipotermia) enfermedades relacionadas con el frío? | | |
| 15. ¿Tiene la espasticidad muscular? | | |
| 16. ¿Tiene convulsiones frecuentes que no pueden ser controladas con medicación? | | |

**Explique respuestas "sí" aquí**

_____
_____
_____
_____
_____

| | Sí | No |
|---|---|---|
| Inestabilidad atlantoaxial | | |
| Evaluación de rayos X para la inestabilidad atlantoaxial | | |
| Articulaciones dislocadas (más de una) | | |
| Sangrado fácil | | |
| Agrandamiento del bazo | | |
| Hepatitis | | |
| La osteopenia u osteoporosis | | |
| Dificultad para controlar los intestinos | | |
| Dificultad para controlar la vejiga | | |
| El entumecimiento u hormigueo en los brazos o las manos | | |
| El entumecimiento u hormigueo en las piernas o los pies | | |
| Debilidad en los brazos o las manos | | |
| Debilidad en las piernas o los pies | | |
| El cambio reciente en la coordinación | | |
| El cambio reciente en la capacidad para caminar | | |
| Espina bifida | | |
| La alergia al látex | | |

**Por favor, indique si alguna vez ha tenido alguna de las siguientes.**

**Explique respuestas "sí" aquí**

_____
_____
_____
_____
_____

**Al Mejor de mis conocimientos, mis respuestas son completas y correctas.**

Firma del atleta _____ Firma del padre/guardián _____ Fecha _____

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# PREPARTICIPATION PHYSICAL EVALUATION
# PHYSICAL EXAMINATION FORM

Name _____ Date of birth _____

## PHYSICIAN REMINDERS

1. Consider additional questions on more sensitive issues
   - Do you feel stressed out or under a lot of pressure?
   - Do you ever feel sad, hopeless, depressed, or anxious?
   - Do you feel safe at your home or residence?
   - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
   - During the past 30 days, did you use chewing tobacco, snuff, or dip?
   - Do you drink alcohol or use any other drugs?
   - Have you ever taken anabolic steroids or used any other performance supplement?
   - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
   - Do you wear a seat belt, use a helmet, and use condoms?
2. Consider reviewing questions on cardiovascular symptoms (questions 5–14).

| **EXAMINATION** | | |
|---|---|---|
| Height _____ Weight _____ | ☐ Male ☐ Female | |
| BP _____ / _____ ( _____ / _____ ) Pulse _____ | Vision R 20/ _____ L 20/ _____ | Corrected ☐ Y ☐ N |
| **MEDICAL** | **NORMAL** | **ABNORMAL FINDINGS** |
| Appearance<br>• Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperlaxity, myopia, MVP, aortic insufficiency) | | |
| Eyes/ears/nose/throat<br>• Pupils equal<br>• Hearing | | |
| Lymph nodes | | |
| Heart[a]<br>• Murmurs (auscultation standing, supine, +/- Valsalva)<br>• Location of point of maximal impulse (PMI) | | |
| Pulses<br>• Simultaneous femoral and radial pulses | | |
| Lungs | | |
| Abdomen | | |
| Genitourinary (males only)[b] | | |
| Skin<br>• HSV, lesions suggestive of MRSA, tinea corporis | | |
| Neurologic[c] | | |
| **MUSCULOSKELETAL** | | |
| Neck | | |
| Back | | |
| Shoulder/arm | | |
| Elbow/forearm | | |
| Wrist/hand/fingers | | |
| Hip/thigh | | |
| Knee | | |
| Leg/ankle | | |
| Foot/toes | | |
| Functional<br>• Duck-walk, single leg hop | | |

[a]Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.
[b]Consider GU exam if in private setting. Having third party present is recommended.
[c]Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

☐ Cleared for all sports without restriction

☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

_____

☐ Not cleared

- ☐ Pending further evaluation
- ☐ For any sports
- ☐ For certain sports _____

  Reason _____

Recommendations _____

_____

**I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).**

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

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# PREPARTICIPATION PHYSICAL EVALUATION
# CLEARANCE FORM

Name _____ Sex ☐ M ☐ F Age _____ Date of birth _____

☐ Cleared for all sports without restriction

☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

_____

☐ Not cleared

- ☐ Pending further evaluation
- ☐ For any sports
- ☐ For certain sports _____
- Reason _____

Recommendations _____

_____

_____

_____

_____

_____

**I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).**

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

**EMERGENCY INFORMATION**

Allergies _____

_____

_____

_____

_____

_____

Other information _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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VCSSFA
Ventura County Schools Self Funding Authority

# School Athletics
# Physical Contact Acknowledgement

Student name _____ Birth date _____

Parent or legal guardian (Please print) _____ Student address _____

School _____ Sport/Activity _____ Coach/Instructor _____

Athletics and sports often require highly technical physical movements. In order to prepare student athletes to compete to the best of their ability, Coaches may come into physical contact with student athletes. This physical contact is for instructional purposes to guide student athletes in proper positioning and movements.

Examples of situations of instructional potential physical contact include, but are not limited to:

- Batting stances in baseball and softball,
- Competitive Cheer stunts,
- Diving practices,
- Football tackling techniques,
- Golf and tennis swings,
- Starting block positions in track,
- Water polo practices,
- Wrestling positions and moves.

By signing this Physical Contact Acknowledgement, you are recognizing you understand there is potential instructional physical contact between the coach and student athlete, and it is acceptable to you.

Signature (Student) _____ Date _____

Signature (Parent or legal guardian) _____ Date _____

Home telephone _____ Work telephone _____ Mobile telephone or pager _____

Approved 10/17/2017

KEVIN J DEBRUIN | DEBRUIN ENTERPRISES, LLC
KEVIN@KEVINJDEBRUIN.COM | 920.841.0904

**PROPOSAL FOR:**
Oxnard School District
1051 S. A Street
Oxnard, CA 93030

DeBruin Enterprises is excited to present a monthly **STEM SPEAKER SERIES** as well as a **WATERWORLD SUMMER PROGRAM.** This initiative will visit assigned school sites during the school year and summer program in the Oxnard School District.

1) The **STEM SPEAKER SERIES** is a collection of STEM Professionals visiting schools to foster curiosity, excitement, and motivation to students to inspire the next generation of careers in STEM. Continuing the momentum from Space Summer School July 2025.

2) The **WATERWOLD SUMMER PROGRAM** is a collection of visiting Marine and Aquatic Professionals and water-related activities to foster curiosity, excitement, and motivation to students to inspire the next generation of careers and adventure in water-based activities and professions.

## Objectives

***Excitement & Curiosity*:** Foster students' interests in STEM & water-based activities and careers with meet and greets with Professionals in the industry from organizations like NASA and NOAA, learn about their work with water, and hear their personal stories of career and academic development.

***Careers in STEM & Water*:** Expose students to a variety of aquatic positions available from scientists and engineers to SCUBA divers and submersible robotics.

***Educational Impact*:** Encourage awareness into the possibilities and perspectives of the marine and aquatic industry and its importance to our lives.

***Engaging, Hands-On*:** Allow the students to participate in learning with interactive lessons, field trips, books, activities, experiments, and experiences as well as Q&A with professionals.

## Budget

Total is not to exceed $580,000

1) Monthly STEM PRO's - $50,000
2) Waterworld Summer Program - $530,000

Upon Board approval, a **deposit of $300,000** is required to secure speakers, aquatic robotics, and other upfront costs.

KEVIN J DEBRUIN | DEBRUIN ENTERPRISES, LLC
KEVIN@KEVINJDEBRUIN.COM | 920.841.0904

# 1) Monthly STEM Speaker Series Program Details

**Monthly STEM Professional Visits:** A single STEM professional will come once a month and visit students over the course of two days for the 2025-2026 school year.

Our STEM PROs from highly regarded institutions like NASA, JPL, NOAA, and more will share their work and insights into their particular career and the overall industry as well as their personal journey.

*Discussions will focus on **career readiness** with exploration into **college and career pathways**.*

- **Potential Draft Schedule:**
  - 9am-11am: Three 30-min classroom visits at School Site
  - 12:30-3pm: Three 30-min classroom visits at School Site
  - 4-5pm: Afterschool Students & AVID Club at Auditorium

## MONTHLY STEM PROs BUDGET BREAKDOWN

Note: Budget includes but is not bound by these examples

Subtotal: $50,000

## Visiting STEM Professionals

Planning for up to seven (7) STEM Pros

Each **STEM PRO** has budgeted:

- Speaking Fee:
  - $1,000-$5,000
- Ground Travel:
  - $500
- Lodging:
  - $250/night
- Per Diem:
  - $75/day



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# 2) Waterworld Summer 2026 Program Details

- **Special Programs:** Kickoffs by Kevin J DeBruin. ***Waterworld*** curriculum by Dr. Tracy Fanara paired with Experiment Kits and prepped with teacher training.

- **Water Professional Visits:** Up to ***25 marine & aquatic professionals***, from scientists and engineers to SCUBA & maritime personnel, will share their work, their experiences in water-based careers, and their personal journey into their positions.

- **Mobile Water Museum**: Immersive stations of marine and aquatic nature (i.e. water purification, USVs (uncrewed surface vehicles), erosion table, submersible robotics) for the whole student body to participate in.

## WATERWORLD SUMMER BUDGET BREAKDOWN

Note: Budget includes but is not bound by these examples

**Total is not to exceed $530,000**

- 25 Visiting Water Professionals: $250,000
- Waterworld Curriculum: $100,000
- Waterworld Training: $35,000
- Mobile Water Museum: $50,000
- Fees to DeBruin Enterprises, LLC: $95,000

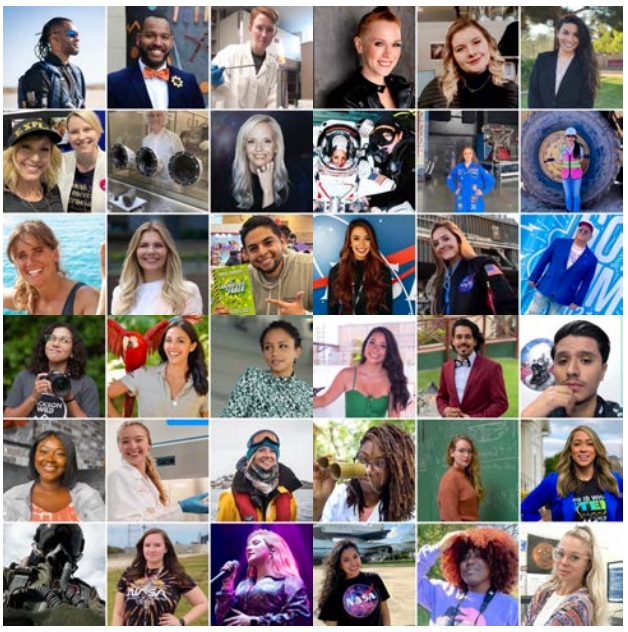
## DETAILED BUDGET BREAKDOWN

### Visiting Water Professionals

Up to: 25 Scientists, Engineers, Other Aquatic Pro's
Subtotal: $250,000

Each **Visitor** has budgeted:

- Honorarium or Speaking Fee
  - Ranging from $1,000 to $5,000
- Travel:
  - $1400 round trip flights -or- $500 local driving
- Ground Transportation (LAX & local):
  - $500
- Assuming a 5-day visit
  - Lodging: $250/night
  - Per Diem: $75/day



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# Waterworld

***A 10-part mission-driven program with experiment based lessons for students to solve a real world problem***

Hosted by *Inspector Planet* - Dr. Tracy Fanara, former NOAA scientist

**The Mission**:
Seals & sealions are acting chaotic and attacking other animals and people. What's going on?

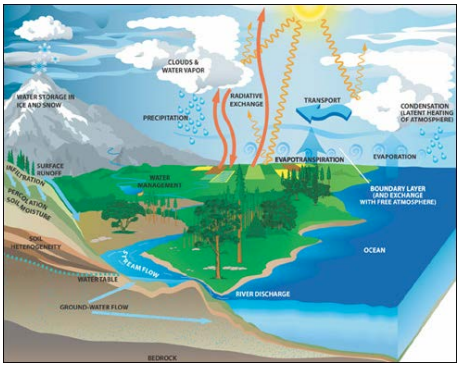



10 Video Lessons:

1. Weather: Rainfall
2. Weather: Winds
3. Weather: Pressure
4. Weather: Weather Sensors
5. Land: Water Treatment
6. Land: Land Surveying
7. Ocean: Nutrients & Algae
8. Ocean: Ecosystem Balance
9. Ocean: Buoys & Water Sensors
10. Ocean: Animals & Their Habitat

Students will learn about topics including but not limited to:

- How Everything is Connected: Weather-Land-Ocean
- Ocean Physics
- Marine Biology
- ROVs & Buoys
- Water & Weather sensors
- Ocean Exploration
- Earth Systems Dynamics




***Curriculum and Experiments aligned with the Quality Standards for Expanded Learning in California***

Curriculum licensed to Oxnard for 1,200-1,500 students (depending on registration)
Subtotal: $80,000-$100,000

## Teacher Training with Kevin J DeBruin & Dr. Tracy Fanara

- In-person at Oxnard in May 2026
- Curriculum, experiments, and 100 experiment kits
- Three sessions: K-2, 3-5, 6-8 Teachers

Subtotal: $35,000





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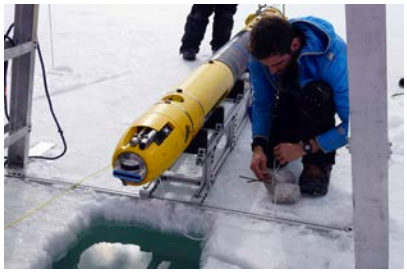
## Mobile Water Museum

Immersive stations of marine and aquatic nature for the whole student body to participate in. Groups of students travel around to station after station at set time intervals.

- Waterworld Lab (Microscopes, Upwelling Demo, Watershed, Erosion Demo)
- Remote Control Underwater Vehicles
- Algae Bloom Discovery with Drones
- Scientific Submersible Robotics

Subtotal: $50,000









## Fees for DeBruin Enterprises, LLC

Subtotal: $95,000
Includes but is not limited to:

- Organization, coordination, and collaboration of the Program with Oxnard School District partners and STEM and Water professionals January 5, 2026 - August 30, 2026
- Background checks for all visiting professionals
- Includes insurances that meets district's requirements
    - $2M/$4M Sexual Abuse & Molestation
    - Accident & Liability Coverage
- Operational & Administrative fees including but not limited to logistics and preparation

# STEAM Speaker Series and Summer Planning



# Monthly STEM Speaker Series

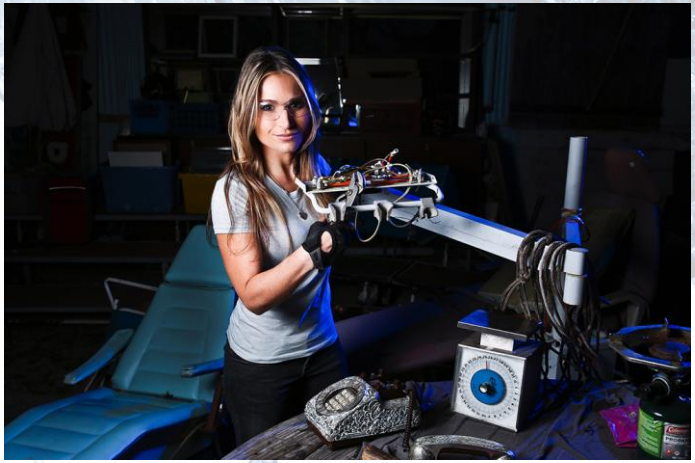
*Discussions will focus on **career readiness** with exploration into **college and career pathways***

**Draft Schedule:**

- 9am-11am: Three 30-min classroom/assembly visits
- 12:30-3pm: Three 30-min classroom/assembly visits
- 4-5pm: After School including AVID Club at Auditorium



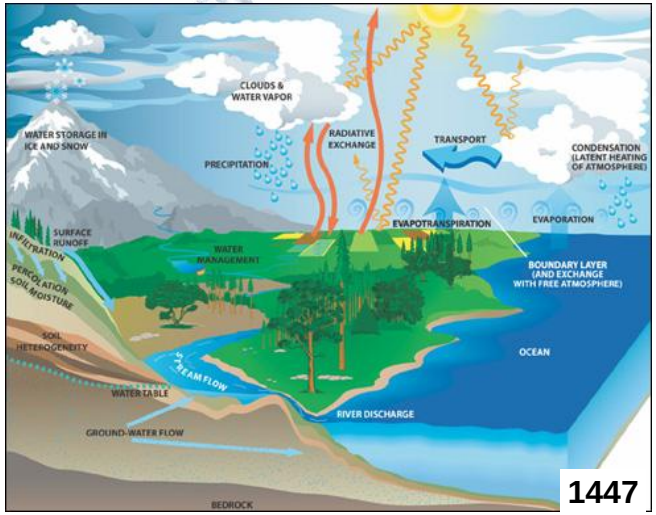
# Waterworld with Experiment Kits



***Waterworld*** curriculum of educational videos by Dr. Tracy Fanara (NOAA) paired with Experiment Kits and prepped with teacher training.

Students will learn about topics including, but not limited to:

- How Everything is Connected: Weather-Land-Ocean
- Ocean Physics
- Marine Biology
- ROVs & Buoys
- Water & Weather sensors
- Ocean Exploration
- Earth Systems Dynamics



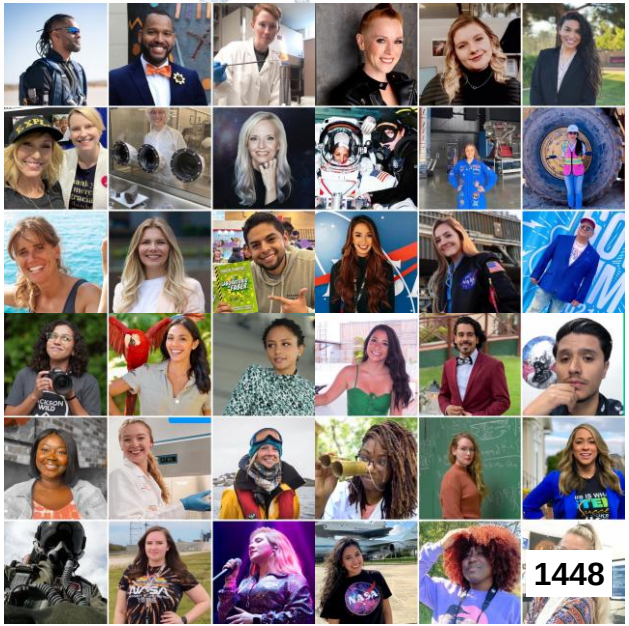
# Water Professional Visits

In the classrooms students will have close, personal interactions and an activity unique to each professional

**Up to: 25 Scientists, Engineers, Other Aquatic Pro's**

**Each Pro will see ~1,000 students**

- ~20 students per classroom
- 5 classrooms per day, 30 min in each
- 10 days total across 2 weeks



# Water Professional Visits - Sample Schedule

## Curren 3-8

DATE July 6 , 2026

| | | 9:00-9:35 | 9:45-10:20 | 10:35-11:10 | | 12:30-1:05 | 1:30-2:05 | 2:30-3:05 |
|---|---|---|---|---|---|---|---|---|
| | | **Morning Program** | | | | **Afternoon Program** | | |
| GinaMarie Alva | 3 | Maynard Okereke | Kevin J DeBruin | Dajae Monae | | Fig O'Reilly | Sue Kaur | Erin Winick |
| Linda Aparicio | 3/4 | Joan Melendez-Misner | Maynard Okereke | Kevin J DeBruin | | Dajae Monae | Erin Winick | Sue Kaur |
| Sarah Falls | 3/4 | Lee Giat | Joan Melendez-Misner | Maynard Okereke | | Kevin J DeBruin | Dajae Monae | Fig O'Reilly |
| Susana Molina I | 4 | John Read | Lee Giat | Joan Melendez-Misner | | Maynard Okereke | Kevin J DeBruin | Dajae Monae |
| Summer McMe | 5 | Rachel Weeresinghe | John Read | Lee Giat | | Joan Melendez-Misner | Maynard Okereke | Kevin J DeBruin |
| Jana Cannon | 5 | Erin Winick | Rachel Weeresinghe | John Read | | Lee Giat | Joan Melendez-Misner | Maynard Okereke |
| Rogelio Solis | 6 | Sue Kaur | Erin Winick | Rachel Weeresinghe | | John Read | Lee Giat | Joan Melendez-Misner |
| Michelle Styring | 7 | Fig O'Reilly | Sue Kaur | Erin Winick | | Rachel Weeresinghe | John Read | Lee Giat |
| Christina Hartman | 7/8 | Dajae Monae | Fig O'Reilly | Sue Kaur | | Erin Winick | Rachel Weeresinghe | John Read |
| | break | Kevin J DeBruin | Dajae Monae | Fig O'Reilly | | Sue Kaur | Fig O'Reilly | Rachel Weeresinghe |

# Waterworld Summer 2026 Program

**<u>Special Programs</u>: *Waterworld*** curriculum by Dr. Tracy Fanara paired with Experiment Kits and prepped with teacher training.

**<u>Water Professional Visits</u>:** Up to ***25 marine & aquatic professionals***, from scientists and engineers to SCUBA & maritime personnel, will share their work, their experiences in water-based careers, and their personal journey into their positions.

**<u>Mobile Water Museum</u>**: Immersive stations of marine and aquatic nature (i.e. lab experiments & water purification), USVs (uncrewed surface vehicles), erosion table, submersible robotics) for the whole student body to participate in.

# Mobile Water Museum

- Set up at each school site
- Entire student body can participate
- Rotate through stations in groups of ~20 students












# Mobile Water Museum - Sample Schedule

| Curren 3-8 | | Time and Station Number | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Class** | **Grade** | **8:30-8:50** | **8:55-9:15** | **9:20- 9:40** | **9:45-10:05** | **10:10-10:30** | **10:35-10:55** | **11:00-11:20** | **11:25-11:45** | **11:50-12:10** |
| Assembly | All | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| GinaMarie Alvarez | 3rd | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Linda Aparicio | 3rd/4th | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 1 |
| Sarah Falls | 3rd/4th | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 1 | 2 |
| Susana DeGurola | 4th | 5 | 6 | 7 | 8 | 9 | 10 | 1 | 2 | 3 |
| Summer McMeekin | 5th | 6 | 7 | 8 | 9 | 10 | 1 | 2 | 3 | 4 |
| Jana Cannon | 5th | 7 | 8 | 9 | 10 | 1 | 2 | 3 | 4 | 5 |
| Rogelio Solis | 6th | 8 | 9 | 10 | 1 | 2 | 3 | 4 | 5 | 6 |
| Michelle Styring | 7th | 9 | 10 | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Christina Hartman | 7th/8th | 10 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

# OSD BOARD AGENDA ITEM

**Name of Contributor:** Dr. Aracely Fox **Date of Meeting:** January 14, 2026

**Agenda Section:** Section D: Action Items

**Approval of Amendment #1 to Agreement #25-11 – Parker Anderson Enrichment (Fox/Shea)**

At the May 7, 2025 Board Meeting, the Board of Trustees approved Agreement #25-11 with Parker Anderson Enrichment in the amount of $4,697,700.00.

Amendment #1, totaling $1,074,300.00, is now being requested to expand the existing agreement to include a comprehensive TK/Kinder enrichment program for the 2025–2026 school year at 12 sites, bringing the total agreement amount to $5,772,000.00.

Term of Agreement: January 15, 2026 through June 30, 2026

**FISCAL IMPACT:**
$1,074,300.00 – Expanded Learning Opportunities Program Funds

**RECOMMENDATION:**
It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #25-11 with Parker Anderson Enrichment.

**ADDITIONAL MATERIALS:**

**Attached:** Amendment # 1 (1 Page)
Proposal 5 (Pages)
Agreement #25-11, Parker Anderson Enrichment Program - (106 Pages)
Presentation (5 pages)

**AMENDMENT #1 TO AGREEMENT #25-11**
**With**
**Parker Anderson Enrichment**
**January 14, 2026**

At the May 7, 2025 Board Meeting, the Board of Trustees approved Agreement #25-11 with Parker Anderson Enrichment in the amount of $4,697,700.00.

Amendment #1, totaling $1,074,300.00, is now being requested to expand the existing agreement to include a comprehensive TK/Kinder enrichment program for the 2025–2026 school year at 12 sites, bringing the total agreement amount to $5,772,000.00.

**Parker Anderson Enrichment**

By:_____ Date:_____
Parker Anderson Enrichment

**Oxnard School District**

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

PARKER - ANDERSON ENRICHMENT

# OXNARD SCHOOL DISTRICT

## 2025-2026
## TK/KINDERGARTEN



## CONTACT

Lisa Nadasdy, Owner, Program Director
310 844-6996 (office), 661 803-5135 (cell)
Lisa@parker-anderson.org

Parker Anderson Enrichment Central La/ Ventura County
27911 Harwood Drive
Santa Clarita, Ca 91350

# OXNARD SCHOOL DISTRICT

**2025-2026**

**TK/KINDERGARTEN**

## WHO IS PARKER-ANDERSON ENRICHMENT (PAE)?

PAE is a comprehensive after school program serving students from K-8th grade focusing on STEAM, health, nutrition, and social emotional learning. Our STEAM program focuses on a variety of topics that spark the student's imagination using hands-on activities as the catalyst.

At PAE, we're more than just an organization – we're a vibrant part of the Oxnard community, with over 75 dedicated employees, all of whom call Ventura County home. Some even are alumni of the Oxnard after-school program, having grown from participants to passionate educators. We take pride in our deep local connections and commitment to nurturing local talent.

We believe in the potential of our community, investing in local talent and providing meaningful career paths for Oxnard residents. Our team reflects the diversity, creativity, and spirit of the city we love, demonstrating our unwavering commitment to local growth and development. They go above and beyond to create an amazing and impactful experience for the students of Oxnard School District.

## GOALS AND OBJECTIVES:

Parker-Anderson Enrichment (PAE) will work in partnership with Oxnard School District for the 2025-2026 school year to coordinate and facilitate enrichment classes for OSD students. PAE will focus on developing the academic, social, emotional, and physical needs and interests of students through hands on, engaging learning experiences. These activities will supplement classroom learning rather than replicate what is taught during the school day.

# OXNARD SCHOOL DISTRICT

**2025-2026**

**TK/KINDERGARTEN**

## Key Services

**Comprehensive Administrative Management**

- Full scheduling responsibility for all program staff
- Proactive substitute teacher management
- Immediate staffing coverage for any unexpected absences
- Complete liability management, including:
  - Full Worker's Compensation coverage
  - Comprehensive insurance protection
  - CPR training
  - Vector Solutions
  - Onboarding

**Daily activities**

- Enrichment classes featuring Coding BEEBOTS, Chem Kidz, Culinary and more
- Academic readiness: Science & exploration, math, literacy & language
- Skill builders
- Pod learning centers
- Hands on discovery

**Social-Emotional Learning (SEL) Support**

- Guided emotional intelligence development
- Group activities that promote empathy and communication
- Individual check-ins to support personal well-being
- Strategies for managing stress and building resilience

**Site Meeting Attendance**

- Comprehensive communication with school staff
- Tracking of student progress and any special requirements
- Coordination with teachers and administrators

**Safe Dismissal Procedures**

- Structured dismissal process
- Careful tracking of student pick-up
- Communication with parents/guardians
- Ensuring each child's safe transition from school to home or next activity

**Our Commitment**

We are dedicated to creating a supportive, stimulating, and safe environment that helps students thrive academically, socially, and emotionally. Our comprehensive administrative approach ensures peace of mind for schools, parents, and students alike.

# OXNARD SCHOOL DISTRICT

## 2025-2026

## TK/KINDERGARTEN

**Sample Schedule**

| Time | Activity | Description |
|---|---|---|
| 2:00 – 2:30 PM | Snack Time | Students will eat snack in the cafeteria |
| 2:30 – 3:10 PM | Hands-On Learning Center | Rotate through quick, interactive stations (e.g., counting games, letter puzzles). |
| 3:10 – 4:10 PM | Skill Builders | Focused lessons or games that build early literacy, math, science, or problem-solving skills such as storytelling, vocabulary games, math challenges, or simple science experiments. |
| 4:10 – 5:10 PM | Themed Activity | Skill-based project or experiment (e.g., sink-or-float science test, color mixing art, nature scavenger hunt). |
| 5:10 – 5:30 PM | Wrap-Up & Dismissal | Clean up time and students will get ready for sign outs. |

# OXNARD SCHOOL DISTRICT

2025-2026

TK/KINDERGARTEN

## Pricing

**Dates: 8/19-6/19**
- 180 days
- 1 school (Sierra Linda)
- 2 lead instructors
- 10:1 ratio

**$126,000 total**

**Dates: 11/17-6/19**
- 120 days
- 4 schools
- 2 lead instructors
- 10:1 ratio

**$336,000 total**

**Dates: 9/8-6/19**
- 167 days
- 1 school (McAuliffe)
- 2 lead instructors
- 10:1 ratio

**$116,900 total**

**Dates: 1/12-6/19**
- 100 days
- 3 schools
- 2 lead instructors
- 10:1 ratio

**$210,000 total**

**Dates: 9/15-6/19**
- 162 days
- 1 school (Marina West)
- 2 lead instructors
- 10:1 ratio

**$113,400 total**

**Dates: 2/2-6/19**
- 86 days
- 2 schools
- 2 lead instructors
- 10:1 ratio

**$120,400 total**

**Grand Total: $1,074,300**

# OXNARD SCHOOL DISTRICT

## AGREEMENT #25-11

## AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES

*THIS AGREEMENT FOR AFTER SCHOOL PROGRAMS SERVICES* (this "Agreement") is entered into as of the below-referenced Effective Date by and between the Oxnard School District, a California public school district ("District") and the below-referenced service provider ("Service Provider"). In this Agreement, District and Service Provider are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

Effective Date: July 1, 2025 - June 30, 2026
Service Provider: Parker Anderson Enrichment
Address: 27911 Hardwood Dr., Santa Clarita, CA 91350
Authorized Representative: Lisa Nadasdy
Representative's Email: lisa@parker-anderson.org

Type of Service:
____ Lead Agency
_X_ Enrichment Agency

## RECITALS

A. District is a California public school district that serves preschool to eighth grade students in the City of Oxnard, County of Ventura, State of California at one preschool, ten TK-5 schools, four TK-8 schools, three K-8 schools, and three 6-8 schools. District offers after-school programs to its grade level students for the 180 school days and 30 non-school days within each fiscal year (July 1 to June 30).

B. For District's after-school program, the "Lead Agency" is responsible for providing daily after-school programming for the 180 school days and 30 non-school days within each fiscal year as required by funding; works with the program from school dismissal until closing time; and provides management, oversight, and coordination of all afterschool programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.

C. For District's after school program, an "Enrichment Agency" is responsible for providing specific types of enrichment programs (*e.g.*, arts, robotics, or sports) in accordance with its area of expertise, and may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year). Further, each and every Enrichment Agency shall adhere to the management, oversight, and coordination rules and regulations of the Lead Agency.

D. District has sought the performance of the Services (defined below) for Lead Agency and Enrichment Agencies, as defined and described particularly on Exhibit A-0, Exhibit A-1, Exhibit A-2, and Exhibit A-3.

E. Following submission of a proposal for the performance of the Services, Service Provider was selected by District to perform the Services as a Lead Agency or Enrichment Agency, as indicated above.

F. The California Department of Education has awarded District a grant through the Expanded Learning Opportunities ("ELOP") Program. After School Education and Safety ("ASES") Program, and/or the 21st Century Community Learning Centers ("21st CCLC") Program for academic school year 2025-2026 commencing July 1, 2025 and ending June 30, 2026 (collectively, the "Grant"). The Grant may also apply to additional academic school years.

G. The purpose of the Grant is to fund local after school education and enrichment programs. The District intends to use the Grant, in part, to retain Service Provider to perform the Services.

H. The Parties desire to memorialize the selection of Service Provider for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

## OPERATIVE PROVISIONS

1. **Incorporation of Recitals and Exhibits**. The Recitals set forth above and all Exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein. This Agreement, all exhibits, and the RFP, including all RFP forms and all contract forms, are collectively referred to as the "Contract."

2. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2025 to and including June 30, 2026 (the "Term"). This Agreement may be extended for two additional one (1)-year terms only by a written amendment, signed by the Parties, prior to the expiration of the Term.

3. **Performance of the Services; Time for Performance**. Service Provider shall provide the services set forth in Service Provider's proposal (as accepted by District and attached to the Contract), Exhibit A-0 (as applicable to Service Provider as a Lead Agency or Enrichment Agency as indicated in the preamble above), Exhibit A-1, and Exhibit A-3 during the Term pursuant to the schedule specified Exhibit A-0 (the "Primary Services"). Service Provider may also agree to provide additional services, at District's request and only with District's prior written authorization (the "Additional Services"). Any such Additional Services shall be completed in accordance with Exhibit A-2 during the Term pursuant to the schedule specified in Exhibit A-0. For purposes of this Agreement, the Primary Services and Additional Services shall collectively be referred to as the "Services." If Service Provider fails to complete the Services pursuant to the schedule specified in Exhibit A-0 or such other schedule that the Parties memorialize in a writing signed by duly authorized representatives of each Party, then Service Provider shall be deemed to be in Default

as provided below. Notwithstanding anything to the contrary in this Agreement or the Contract, Service Provider expressly understands and agrees that this Agreement and the Contract are subject to the Grant and that if the Grant is reduced or revoked, then the District shall have the right to terminate this Agreement and the Contract with no further liability to Service Provider.

**4. Compensation and Method of Payment.**

a. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Service Provider the amounts specified below for the Services.

i. The total compensation for the Primary Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21st CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

Dollars $4,697,700.00

ii. The total compensation for the Additional Services, including reimbursement for actual expenses, through reimbursement for supplemental ELOP Program, ASES Program, and/or 21st CCLC Program funded grant activities and/or universal grant monies as outlined in Exhibit A-0 shall not exceed the following amount:

Dollars $ N/A

Notwithstanding the generality of the foregoing, if Service Provider renders any Additional Services without District's prior written authorization, District shall not be obligated to pay for such services.

iii. Unless the District Superintendent or designee provides advance written authorization of a higher amount, the hourly rate for any subcontractor of Service Provider shall not exceed the following amount:

Dollars $ N/A per hour

iv. If the amount of the Grant is modified in a manner that will affect Service Provider's provision of the Services, in District's sole discretion, then the Parties agree to amend the costs accordingly through written amendment.

b. Each month by the 20th. Service Provider shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontracts. Subcontractor charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment, and supplies. All invoices must comply with the requirements set forth in Exhibit B. District shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred comply with the provisions of this Agreement, inclusive of Exhibit B. In the event that no charges

or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection c. In the event any charges or expenses are disputed by District, then District shall return the original invoice to Service Provider for correction and resubmission.

c. Except as to any charges for work performed or expenses incurred by Service Provider which are disputed by District, District will use its best efforts to cause Service Provider to be paid within forty-five (45) calendar days of receipt of Service Provider's correct and undisputed invoice.

d. Payment to Service Provider for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

5. **Quarterly Review and Adjustment of Scope of Work**. District may, in its sole and absolute discretion, (a) conduct a quarterly performance review of the Services, including, but not limited to, enrollment numbers, alignment with District goals and priorities, compliance with assurances, and other reasonable evaluation indicators, and (b) based on such assessment, require Service Provider to adjust and/or decrease the frequency of its services by a specified amount within thirty (30) calendar days or another timeframe established by District in its sole discretion, in which event District will simultaneously reduce Service Provider's compensation *pro rata* with no liability to Service Provider for such reduction.

6. **Termination**. This Agreement may be terminated as follows.

a. **Mutual Agreement**. The Parties may, at any time, mutually agree in writing to terminate this Agreement.

b. **Termination by Service Provider for Cause**. Service Provider may, upon thirty (30) calendar days written notice to District, (i) terminate this Agreement or suspend work under this Agreement for a reasonable period of time, and (ii) recover from District payment for all work executed if: (A) Service Provider's work under this Agreement is stopped for a period of six (6) months or more pursuant to an order of any court of competent jurisdiction or any public authority (but not for a school closure event as set forth in paragraph 7 of this Agreement), and through no act or fault of Service Provider or of anyone employed by Service Provider or acting on Service Provider's behalf, (B) District fails to pay Service Provider within sixty (60) calendar days after its maturity and presentation any sum awarded by final arbitration or a court of competent jurisdiction, or (C) Service Provider delivers District written notice of any alleged material breach of this Agreement by District and District fails to cure such alleged breach within sixty (60) calendar days, provided, however, that the timeline for cure shall be extended for an additional period if District is diligently pursuing such cure in good faith and an additional time period for the cure is reasonably warranted.

c. **Termination by District for Non-Appropriation of Funds**. District shall have the right to terminate this Agreement at any time due to non-appropriation of funds.

d. **Termination by District for Convenience.** District shall have the right to terminate this Agreement for convenience by giving Service Provider at least ninety (90) calendar days written notice.

e. **Termination by District for Cause**. District may terminate this Agreement for cause upon thirty (30) calendar days' written notice to Service Provider. For the purposes of this subparagraph, "cause" shall include, but not be limited to, (i) Service Provider filing for bankruptcy, being adjudged bankrupt, or being subject to involuntary bankruptcy proceedings; (ii) Service Provider making a general assignment for the benefit of Service Provider's creditors; (iii) the appointment of a receiver due to Service Provider's insolvency; (iv) the levy of an attachment of execution upon Service Provider's property; (v) the persistent or repeated failure or refusal of Service Provider to properly staff the after-school programs or otherwise violate any provisions of Exhibits A-0 to A-3; (vi) the material violation of any applicable law or District regulation or policy; (vii) any act or omission by any Service Provider or its subcontractor personnel that constitutes gross negligence or willful misconduct, endangers or is likely to endanger the safety, health, or wellbeing of any District student or staff, or represents a repeated default by Service Provider personnel (*e.g.*, repeated late arrivals to school sites or repeated violations of the Standards for Performance); and (viii) any other material breach of the Contract by Service Provider, Service Provider's employees, Service Provider's subcontractors or anyone acting on Service Provider's behalf, including, but not limited to, the breach of any covenant, representation or warranty in this Agreement, and the violation of any provision of the RFP (including continuing disclosure obligations). Any failure on the part of District to give notice of the Service Provider's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. District may, but is not obligated to, provide Service Provider an opportunity to cure any default. Notwithstanding the thirty (30) calendar days' advance written notice specified herein, District reserves the right to *immediately* suspend the Services of Service Provider if the circumstances reasonably warrant (*e.g.*, due to imminent safety and health issues). Moreover, Service Provider shall be liable to District for any excess cost occasioned to District by termination for cause. The foregoing provisions for termination of this Agreement are in addition to, and not in limitation of, the rights of District under any other provisions of the Contract. Service Provider shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the gross negligence or willful misconduct of District.

f. **Effect of Termination or Expiration of Agreement**. Upon termination or expiration of the Term, this Agreement, and the entire Contract, shall terminate; Service Provider shall cease providing the Services; Service Provider shall vacate the District premises, leaving them in a neat and orderly condition; and Service Provider and District shall comply with any remaining obligations under the Contract, as applicable (*e.g.*, payment of any sums still due and owing,). Service Provider acknowledges and agrees that certain obligations shall survive the termination or expiration of the Contract, including, but not limited to, Service Provider's indemnity obligations, confidentiality obligations, and obligations regarding delivery and maintenance of reports and records.

7. **School Closures**. If District, or any one or more schools within District, are closed due to any lawful reason including in response to governmental orders or advisories, or to protect the

health, safety and welfare of students and employees, or by reason of any emergency (including, but not limited to, a wildfire, mudslide, or earthquake), and District notifies Service Provider that it does not need to provide the Services or any portion of the Services, then District shall not be charged or required to pay for the Services, staffing, overhead, or any other related costs for the closed school site(s) during the applicable closure period. Additionally, if any school site is required to rely on remote learning in lieu of or in addition to student attendance at the time of commencement of classes or any time during the school year, then District shall have the right to notify Service Provider of the revised service needs, and the Service Provider shall, to the maximum extent reasonably practicable, provide the Services via remote learning or via a hybrid of in-person and remote learning, in which event District shall not be charged or required to pay for any additional costs of the remote or hybrid learning and, if the Services are reduced, then District shall only be billed for the Services provided and adjusted actual costs for reduced services received. District shall also furnish Service Provider written notice of school reopening plans, including phases and any interruptions in reopening schedules, and Service Provider agrees to furnish the Services as needed by District with cost reductions as reasonably warranted. Service Provider agrees to cooperate with District in cost reduction and utilization changes, including, but not limited to, working with Service Provider on partial, phased, or full reopening plans to provide such services as District shall need under those plans. Notwithstanding the generality of the foregoing clauses within this section, District may, in its sole and absolute discretion, elect to continue to pay for the Services despite the closure of one or more school sites if, for example, District receives emergency funds from the State or other sources for such purposes.

8. **Service Provider's Representations and Warranties**. In addition to any other representations and warranties set forth elsewhere in the Contract, Service Provider hereby represents and warrants to District that:

a. Service Provider is currently authorized and qualified to conduct business in the State and the County, and Service Provider will remain in good standing in the State, the County and, as applicable, the Internal Revenue Service, Franchise Tax Board, and Attorney General, for the entire term of the Contract.

b. Service Provider has carefully examined the Contract; is familiar with the Services; and has the expertise, personnel, and resources to timely and properly conduct the Services.

c. Service Provider has the right, power, and authority to enter into the Contract, including this Agreement and all contract documents, and to perform its obligations hereunder and under the Contract.

d. This Agreement constitutes the legal, valid, and binding obligation of Service Provider enforceable against Service Provider in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the rights of contracting parties generally. This Agreement does not violate any provision of any material agreement or document to which Service Provider is a party or by which Service Provider is bound.

e. There are no lawsuits, claims, suits, proceedings, or investigations pending or, to Service Provider's knowledge, threatened against Service Provider arising out of or concerning Contractor's performance under this Agreement. There are no suits, actions, or proceedings pending, or to Service Provider's knowledge, threatened against Service Provider which question the legality or propriety of the transactions contemplated hereunder.

All representations and warranties of Service Provider are made as of the Effective Date and shall survive the term of the Contract for a period of three (3) years. Service Provider shall be in material default if Service Provider is unable to make the representations and warranties hereunder as of the Effective Date.

**9. Ownership of Documents; Use of Documents by District.** All curriculum, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, fliers, and other documents prepared, developed or discovered by Service Provider in the course of providing any of the Services pursuant to this Agreement (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to District all such Documents. If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Service Provider's guarantees and warrants related to Standards of Performance as set forth in paragraph 13 of this Agreement shall not extend to such use of the Documents.

**10. Service Provider's Books and Records.**

a. For purposes of this Agreement, the term "Records" means any and all books and records relating to Service Provider's performance of Services at each and every school site within the District, including, but not limited to, all:

i. student outreach materials (such as flyers and other promotional materials); student enrollment records; daily student attendance records; daily sign in and sign out sheets; early release policy, early release requests, and other early release records; physician notes for student absences, activity restrictions, *etc.*;

ii. employee records for Service Provider personnel working in the Program, including proof of TB clearance, first aid and CPR certification, and satisfaction of all training requirements, evidence that the staff person meets the minimum qualification for providing services to District (*e.g.*, proof of meeting qualifications as a paraeducator as defined by District), hiring date and (if applicable) termination date, job description, school site assignment, dates of service at District school sites, payroll records, and employment files (including disciplinary records);

iii. food service reimbursable snack logs and Q meal summary electronic reports for nutrition provided to students attending the programs;

iv. ledgers, books of account, invoices, vouchers, canceled checks, and other records evidencing or relating to work, services, expenditures, and disbursements charged to District under this Agreement (which Service Provider shall maintain in accordance with generally accepted accounting principles and

with sufficient detail to permit an accurate evaluation of the Services provided by Service Provider pursuant to this Agreement); and

v. evidence of any grants, matching funds, in-kind donations, or other financial contributions to the Program that were provided through or on account of Service Provider.

b. District's fiscal year is July 1 to June 30. By July 15 of each year, Service Provider shall deliver to District true and correct copies of all Records for the prior fiscal year (e.g., by July 15, 2026 provide copies of all Records for 2025-2026 ). Service Provider shall upload true and correct electronic copies of the Records to a secure portal as directed by District.

c. Service Provider shall maintain any and all Records for a minimum of five (5) years after termination or expiration of this Agreement, or longer if required by law.

d. Any and all such Records shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such Records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such Records shall be made available at Service Provider's address indicated for receipt of notices in this Agreement or via electronic delivery.

e. District has the right to acquire custody of such Records by written request if Service Provider decides to dissolve or terminate its business. Service Provider shall deliver or cause to be delivered all such Records to District within sixty (60) workdays of receipt of the request.

**11. Independent Contractor**. Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee, or agent of District.

a. The personnel performing the Services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Service Provider, its agents or employees shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees, or agents of District. Neither Service Provider, nor any of Service Provider's officers, employees, or agents, shall, by virtue of Services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Service Provider will be responsible for payment of all Service Provider's employees' wages, payroll taxes, employee benefits, workers' compensation, and any amounts due for federal and state income taxes and social security taxes since these taxes will not be withheld from payment under this Agreement.

b. Service Provider shall have no authority to bind District in any manner, or to incur any obligation, debt, or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

**12. Penal Code sections 667.5 and 1192.7.** If Service Provider becomes aware that any person employed by or volunteering with Service Provider in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Service Provider must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

**13. Standards of Performance.** Service Provider represents and warrants that it has the qualifications, experience, resources, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner. Service Provider shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all Services described herein. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Service Provider under this Agreement.

**14. Confidential Information, Generally.** All information gained during performance of the Services and all Documents or other work product produced by Service Provider in performance of this Agreement shall be considered confidential, but only to the extent such information is not considered a public record for purposes of federal or state law. Service Provider shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District, except as may be required by law.

a. Service Provider shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any Party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Service Provider or be present at any deposition, hearing, or similar proceeding. Service Provider agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Service Provider; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

**15. Student Privacy Laws.**

a. In relation to the performance of the Services, Service Provider may receive or obtain access to confidential student data ("Confidential Student Data") that is governed by privacy laws under federal or state law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) ("HIPAA"); the Family Educational Rights and Privacy Act of 1974 (20 USC § 1232g and 34 CFR Part 99) ("FERPA"); the Protection of Pupil Rights Amendment (20 USC § 1232h) ("PPRA"); the Children's Online Privacy Protection Act of 1998 (15 USC §§ 6501, *et seq.*) ("COPPA"); California Education Code Section 49073-49079.7; the Student Online Personal Information Privacy Act (Cal. Business and Prof. Code §§ 22584, *et seq.*) ("SOPIPA"); the Early Learning Personal Information Protection Act (Cal. Business and

Prof. Code §§ 22586, *et seq.)* ("ELPIPA") (collectively, the "Student Privacy Laws"). Service Provider agrees to abide by the Student Privacy Laws in connection with all Confidential Student Data.

b. Service Provider shall strictly comply with the Student Privacy Laws. Without limiting the generality of the foregoing, Service Provider shall perform the following duties in regards to any Confidential Student Data that Service Provider obtains in the performance of the Contract: (i) not disclose the information to any other party without the consent of the parent/guardian or an eligible student; (ii) use the data for no other purpose than the performance of the services contemplated under the Contract; (iii) permit District access to any relevant records for the purpose of completing authorized audits; (iv) require all of Service Provider's officers, directors, administrators, employees, subcontractors, and agents to comply with all provisions of the Student Privacy Laws; (v) designate in writing a single authorized representative who shall be responsible for requesting, receiving, transmitting and, as permitted under the Contract and applicable law, destroying Confidential Student Data; (vi) maintain all Confidential Student Data in a secure computer and not copying, reproducing or transmitting data except as necessary to perform under the Contract; and (vii) destroy or return all personally identifiable information obtained under the Contract when it is no longer needed for the purpose for which it was obtained no later than thirty (30) calendar days after it is no longer required. Failure to properly destroy or return Confidential Student Data shall preclude Service Provider from accessing personally identifiable student information for at least five (5) years as provided in 34 C.F.R. Section 99.31(a)(6)(iv), which shall be grounds for District to terminate this Agreement for cause and seek any and all remedies available to District at law or in equity.

c. In the event that Service Provider operates a website, online service, mobile application or similar medium, Service Provider shall comply with the requirements of SOPIPA (Cal. Business and Prof. Code §§ 22584, *et seq.*) by (a) not knowingly engaging in advertising targeted to District students or their parents or guardians, creating profiles of students or their parents or guardians, selling information about students or their parents or guardians, or disclosing any personally identifiable information without proper prior consent; (b) storing, processing and protecting District data pursuant to commercial best practices, including encrypting data; (c) promptly deleting District data, including, but not limited to, student, parent and guardian data, upon District's request; and (d) not storing District data outside of the United States.

**16. Conflict of Interest; Disclosure of Interest.** Service Provider covenants that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Service Provider's performance of Services under this Agreement. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the District.

a. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Board Bylaws Sections 9270 and 9270-E, as hereinafter amended or renumbered, require that a Service Provider that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Service Provider represents that it has received and reviewed a copy of the Board's Bylaws Sections 9270 and 9270-E (available on the District's website at https://www.oxnardsd.org/domain/12) and that it does not qualify as a "designated employee."

_____ (Initials)

c. Service Provider agrees to notify the Superintendent, in writing, if Service Provider believes that it is a "designated employee" and should be filing financial interest disclosures but has not been required to do so by the District.

_____ (Initials)

17. **Compliance with Applicable Laws**. Service Provider hereby agrees that Service Provider, and its officers, owners, agents, employees, and subcontractors, shall keep themselves informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in the performance of the Contract, including, but not limited to, minimum wage laws and laws prohibiting discrimination. Service Provider shall be responsible for the safety of its employees and shall comply with all applicable regulations of the California Division of Occupational Safety and Health (Cal OSHA), including, but not limited to, California Code of Regulations Title 8, section 3203, Injury and Illness Prevention Program, and section 3205, COVID-19 Prevention. Service Provider shall ensure that workers in school settings who are on-site supporting school functions are compliant with applicable Public Health Department Orders and Guidance, and other mandates related to COVID-19, so long as such orders and guidance remain in effect. Service Provider and its officers, owners, agents, employees, and subcontractors shall secure and maintain in force for the Term, at their sole cost and expense and at no cost to District, any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees, or agents of District, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this section. Without limiting the generality of the foregoing, Service Provider shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

18. **Undocumented Workers**. Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. Sections 1101, et seq., as amended, and in connection therewith, shall not employ undocumented workers, defined herein the same as in 8 U.S.C.A. Section 1324a(h)(3). Should Service Provider so employ such individuals for the performance of work and/or Services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Service Provider hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

19. **Non-Discrimination**. Service Provider shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and

shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

**20. Assignment.** The expertise and experience of Service Provider are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Service Provider's duties or obligations under this Agreement without the prior written consent of the Board of Trustees of District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

**21. Subcontracting.** Notwithstanding the above, Service Provider may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Service Provider shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Service Provider, as if Service Provider performed the acts and omissions directly.

**22. Continuity of Personnel.** Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement.

a. Service Provider shall ensure that District has a current list of all personnel and subcontractors providing Services under this Agreement.

b. Service Provider shall notify District of any changes in Service Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (i) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services described herein; (ii) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (iii) the professional degree, if applicable, and experience required for each position; and (iv) the name of the person responsible for fulfilling the terms of this Agreement.

c. Service Provider shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

d. Notwithstanding the generality of the foregoing, all Service Provider personnel assigned to perform under the Contract shall be subject to the continuous approval of District. District may refuse to accept any Service Provider personnel assigned to the Contract in the event that such persons fail to meet the necessary performance standards or for any other reasonable basis. Upon the request of District, Service Provider shall immediately terminate the assignment of any Service Provider personnel to the District's after-school program.

23. **Assumption of Responsibility**. In accordance with Service Provider's obligations under paragraphs 11, 13, 21, and 22 herein, Service Provider assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

24. **Service Provider's Indemnification of District.**

a. To the fullest extent permitted by California law, Service Provider, on behalf of itself and its officers, agents, employees, board members, owners, shareholders, subcontractors, volunteers and agents (collectively, "Indemnifying Party"), shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers (collectively, "Indemnified Party") from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, which arise out of or relate to any one or more of the following (each a "Claim" and collectively the "Claims"): (i) Indemnifying Party's breach of any representation or warranty in the Contract; (ii) Indemnifying Party's breach of any material provision of the Contract; (iii) Indemnifying Party's violation of any applicable law; (iv) employment and labor claims concerning Indemnifying Party's employees, agents, and/or subcontractors; (v) intentional misrepresentation or fraud by Indemnifying Party; (vi) bodily injury, including, but not limited to, illness, communicable disease, virus, or pandemic in connection with Indemnifying Party's provision of the Services; (v) personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation, and any claims or allegations of wrongful death) in connection with Indemnifying Party's provision of the Services, (vi) any damage to and destruction of real property in connection with Indemnifying Party's provision of the Services; (vii) any damage to and destruction of personal property in connection with Indemnifying Party's provision of the Services, (viii) Service Provider's furnishing to District of any copyrighted or patented material under the Contract and claims that such materials infringe upon a third party's intellectual property rights. For avoidance of doubt, Service Provider's liability under this paragraph includes any and all liability arising out of or in any way attributable to the performance of this Agreement by Service Provider or by any individual or entity for which Service Provider is legally liable, including, but not limited to, its officers, agents, employees, and subcontractors.

b. Indemnifying Party's indemnity, defense, protection and hold harmless obligations under this paragraph 24 shall apply whether or not the applicable Claim: (i) is a third party claim or a direct claim; (ii) has any merit; (iii) arises from an act or omission authorized under the Contract; or (iv) is caused or alleged to have been caused by the negligence of the Indemnified Party, provided, however, that Indemnifying Party shall not be liable for damages or losses caused by sole gross negligence or sole willful misconduct of the Indemnified Party.

c. Indemnifying Party's obligations under this paragraph 24 shall not be limited by Service Provider's insurance requirements under the Contract.

d. The Indemnified Party shall promptly notify the Indemnifying Party of any Claim for which indemnification is sought, following actual knowledge of such Claim. However, the failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that Indemnifying Party is materially and irrevocably prejudiced by such failure. In the event that any third party Claim is brought, the Indemnifying Party shall have the right and option to undertake and control the defense of such action with counsel of its choice, except that (i) the Indemnified Party at its own expense may participate and appear on an equal footing with the Indemnifying Party in the defense of any such Claim; (ii) the Indemnified Party, at Indemnifying Party's expense, may undertake and control of such defense in the event of the material failure of the Indemnifying Party to undertake and control the same; and (iii) the Indemnified Party may control with counsel of its choice the defense of any third party Claim when an adverse judgment would establish a precedent that would be materially damaging to the continuing business interests of Indemnified Party as a public agency (*e.g.*, a Claim involving public contracting rules). A Party shall not consent to judgment or concede or settle or compromise any Claim without the prior written approval of the other Party (which approval shall not be unreasonably withheld, delayed, or conditioned).

e. No Party shall be entitled to any form of implied or equitable indemnification at any time, whether based upon a theory of contract, torts, strict liability or otherwise, and each Party expressly disclaims any right to implied or equitable indemnification.

f. Service Provider agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement. In the event Service Provider fails to obtain such indemnity obligations from others as required here, Service Provider agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement.

g. The provisions of this paragraph 24 shall survive the termination or expiration of the Contract and remain in full force and effect.

*On behalf of Service Provider, I certify that I have read and understood the foregoing indemnity, defense, and hold harmless obligations under this paragraph 24 and that Service Provider agrees to be bound by such obligations.*

_____ (Initials)

**25. District's Indemnification of Lead Agency.**

a. To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless Lead Agency and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including

attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by District or District's officers, agents, employees or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lead Agency, its officials, elected council members, employees, agents, or program participants.

b. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of District and shall survive termination of this Agreement.

c. Should the acts or omissions of both Lead Agency and District contribute to any injury or damage, then their responsibility for the injury or damage will be divided between them in proportion to their respective contributions to the injury or damage. ssss

26. **Enrichment Agency's Indemnification of Lead Agency.** To the fullest extent permitted by California law, Enrichment Agency shall indemnify, protect, defend and hold harmless Lead Agency and Lead Agency's officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to property (real or personal), to the extent the liability arises out of or is in any way attributed to the performance of this Agreement by Enrichment Agency or by any individual or entity for which the Enrichment Agency is legally liable, including, but not limited to, any Enrichment Agency officers, agents, employees or subcontractors or that rises out of or is in any way directly attributed to officers, agents, employees or subcontractors of Enrichment Agency or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District property during the operation of the program contemplated hereunder (if such conditions are caused by the acts or omissions of Enrichment Agency or any individual or entity for which Enrichment Agency is legally liable). Except as specifically provided in this Agreement, in no event shall Enrichment Agency be liable for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Lead Agency is binding on successors, assigns or heirs of Enrichment Agency and shall survive termination of this Agreement.

27. **Limitation of Liability**. District assumes no responsibility whatsoever for any of Service Provider's personal property placed on District premises. Except as specifically provided in the Contract, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages arising out of or in connection with the Contract.

28. **False Claims.** Notwithstanding anything to the contrary in the Contract, Service Provider may be liable to District under the False Claims Act (California Government Code Sections 12650, *et seq.*) for any and all false claims that Service Provider presents or makes to District in connection with the Contract. Service Provider's liability under the False Claims Act, if any, shall include three times the amount of damages that District sustains because of the false claim and the costs of a civil action brought to recover any penalties and/or damages, and the then-current and applicable civil penalty for each violation.

29. **Insurance.** Service Provider shall provide insurance coverage for the Services as set forth on Exhibit C.

30. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

**To District:**
Oxnard School District
1501 South A Street
Oxnard, CA 93030 Attention:
Dr. Ginger Shea Phone:
805-385-1501 ext. 2324 Email:
gshea@oxnardsd.org

**To Service Provider:**
[NAME] Parker Anderson Enrichment
[STREET ADDRESS] 27911 Hardwood Dr.
[CITY, STATE, ZIP] Santa Clarita, CA 91350
Attention: [NAME] Lisa Nadasdy
Phone: [PHONE] 661-803-5135
Email: [EMAIL] lisa@parker-anderson.org

Notice shall be deemed effective on the date personally delivered with a copy sent via email or, if mailed, three (3) business days after deposit of the same in the custody of the United States Postal Service.

31. **Excusable Delays.** Service Provider shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state, or local governments, acts of District, court orders, fires, floods, strikes, embargoes, pandemics, epidemics, governmentally mandated quarantines, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

32. **Authority to Execute.** The person or persons executing this Agreement on behalf of Service Provider represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Service Provider to the performance of its obligations hereunder.

33. **Administration.** The Assistant Superintendent of Educational Services, or such person's designee, shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed Exhibit D.

34. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

35. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the Parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the Parties with respect to said matters.

36. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by Service Provider and by District. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

37. **Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

38. **Governing Law; Jurisdiction.** The Contract, including this Agreement, shall be construed in accordance with the laws of the State for all substantive and procedural matters, without regard to principles of conflicts of law. Venue for any legal action or proceeding relating to the Contract shall lie exclusively in the County. The venue for any arbitration, mediation or other action or proceeding related to enforcement or interpretation of the Contract shall be the County of Ventura. In the event of any litigation related to the Contract, the Parties irrevocably submit themselves to the jurisdiction of the Superior Court of Ventura County. Each Party hereby waives and expressly agrees not to assert, in any manner whatsoever, any claim or allegation that it is not personally subject to the jurisdiction of the aforementioned court. The Parties further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the venue is improper.

39. **Dispute Resolution.** It is the Parties' intention to avoid the cost of litigation and to attempt to resolve any problems arising out of or related to the Contract amicably. To that end, the Parties agree to attempt to settle any and all disputes arising out of or related to the Contract by neutral, non-binding mediation, as a condition precedent to the commencement of arbitration, litigation, or any other similar proceeding. Either Party may request mediation, provided that the request shall be in writing and delivered to the other Party in accordance with the notice provisions set forth in this Agreement. The Parties agree to act in good faith to attempt to resolve any dispute by mediation. A Party shall not be entitled to attorneys' fees in any lawsuit, arbitration, or other proceeding related to or arising under the Contract if that Party refused or failed to participate in mediation in good faith pursuant to this paragraph. The Parties further agree to act in good faith to identify a

mutually acceptable mediator. If a mediator cannot be agreed upon by the Parties, each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator of the Parties' dispute. If the dispute or claim is resolved successfully through the mediation, the resolution shall be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the Parties reflecting the same, and the Parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of the Contract and other rights and remedies afforded to them by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall require mediation prior to commencing an action in equity seeking injunctive relief or prior to District taking action to protect the health or safety of its students or staff. All applicable statutes of limitation shall be tolled while the mediation procedures specified herein are pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this provision.

**40. Severability.** If any term, condition, or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void, or unenforceable provision(s).

IN WITNESS WHEREOF, District and Service Provider have executed and delivered this agreement for Service Provider services as of the date first written above.

"**District**"

Oxnard School District,
a California public school district

By: Melissa Reyes 5/13/25
Melissa Reyes, Director of Purchasing

"**Service Provider**"

Lisa Nadasdy for Parker Anderson Enrichment
Parker-Anderson Enrichment

By: Lisa Nadasdy 5/7/25
Lisa Nadasdy, Owner/Director

# EXHIBIT A-0
# SCOPE OF SERVICES

## PART I: LEAD AGENCY

A. **Definition of Lead Agency.** The "Lead Agency" is responsible for providing daily after-school programming for the 180 schools days and 30 non-school days within each academic school year of the Contract as required by funding. The Lead Agency works with the program from school dismissal until closing time. The Lead Agency provides management, oversight, and coordination of all after-school programs, including recruitment, enrollment, and programming provided by Enrichment Agencies.

B. **Lead Agency Responsibilities.** The Lead Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.

1. **Enrollment.**

   a. Provide staffing to support program enrollment activities, including, but not limited to, school-site coordination, classroom and school-wide presentations/recruitment activities, documentation of active participants and maintenance of wait lists, communication with school site administration and families on up-to-date acceptance and wait lists.

   b. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, etc.

   c. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District's current required enrollment forms are included as Attachment A.

2. **Five-Day Week and Enrichment Burst Program Attendance.**

   a. For daily five-day week program, elementary students should participate every day the program operates.

   b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.

   c. For enrichment bursts, students should participate according to the schedule for the activity.

   d. The Lead Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.

   e. The Lead Agency will take daily attendance to ensure student safety and attendance.

f. Early release waivers will be used for all students recurring late start or early program release (e.g., late start for tutoring and early release for catechism or sports).

g. Students who leave the program early with an excused reason (e.g., sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.

h. The Lead Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21st CCLC Grants, as applicable.

i. The Lead Agency shall maintain enrollment documents for the daily five day a week program and enrichment bursts.

3. **Assurances.** The Lead Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Lead Agency shall:

a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;

b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;

c. Staff all activities not to exceed a 10:1 ratio for all TK and K students and 20:1 ratio for Grades 1-8;

d. Provide payroll services for Lead Agency employees;

e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;

f. When agreed upon and coordinated between Lead Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);

g. Lead Agency will provide services for 30 non-school days for a minimum of 9 hours per day;

h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);

i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;

j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q – Food Services module.

4. Non-School Day Activities.

a. 30 non-school days are required by the ELOP Program.
b. Program shall be open for a minimum of 9 hours.
c. Transportation shall be provided if program offered off site.
d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
e. 2025-2026 Non-School Day Schedules (subject to change)
   i. Summer: July 1-25, 2025 (pack out on July 28, 2025)
   ii. Spring Break: March 30 – April 9, 2026 (No Fridays)

5. Trainings.

a. Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:

   i. Mandated reporting
   ii. Anti-harassment
   iii. Sexual misconduct prevention
   iv. Bullying prevention
   v. Discrimination prevention
   vi. Suicide awareness and reporting
   vii. Classroom management
   viii. Social and emotional supports
   ix. Quality standards for expanded learning
   x. Emergency preparedness

   For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

b. Additionally, Lead Agency shall ensure that each and every staff person of the Lead Agency (not including those of any Enrichment Agency), as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:

   i. First aid, automated external defibrillator [AED], and CPR, including epinephrine administration (American Red Cross equivalent)

For avoidance of doubt, no Lead Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED, and CPR.

c. Lead Agency shall ensure that all staff attend:

i. Four (4) all staff trainings on the following dates (which are subject to change): August 7 & 8, 2025; October 13, 2025; January 9, 2026.

ii. Quarterly professional development provided by District and Lead Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

iii. Site team meetings 1 hour every two weeks.

6. Professional Development.

a. Lead Agency – Management Only.

i. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.

b. Lead Agency – All Staff (inclusive of owners, managers, and site-level staff).

i. Participate in quarterly professional development provided by District and Lead Agency on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

7. Curriculum and Activity Design.

a. The Lead Agency is responsible for developing all activities, including curriculum, consumable and non-consumable materials, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Lead Agency must send its syllabi to the District in advance on a monthly basis.

b. ~~When agreed upon in writing in advance, the District may provide the Lead Agency with curriculum training that meets the needs of the District. If the District will provide the training, then it will be as follows.~~

~~Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of two hours. Lead Agency and District will coordinate trainings.~~

~~i. Professional Development – Math staff, Literacy~~

~~Participate in two full day trainings before the start of school conducted by District-approved provider as per agreement with District.~~

~~Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.~~

~~ii. Professional Development – Literacy~~
~~Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.~~

~~Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.~~

~~iii. Professional Development – Arts/Special Enrichment staff~~

~~Participate in monthly trainings offered by District, District-approved provider, and/or Service Provider. Training will be between 2 and 4 hours a session.~~

~~Provide enrichment that meets the goals as stated in the District After School Education and Safety Program Plan.~~

~~iv. Professional Development – Physical Fitness/Recreation Staff~~

~~Participate in monthly trainings as offered by the Service Provider.~~

~~Training topics include, but are not limited to, physical fitness, self-esteem, and nutrition.~~

## PART II: ENRICHMENT AGENCY

A. **Enrichment Agency.** Each "Enrichment Agency" will provide specific types of enrichment programs (e.g., arts, robotics, or sports) in accordance with its area of expertise. An Enrichment

Agency may provide such enrichment activities for a limited period of time (such as Tuesday and Thursday afternoons, or on non-school days during winter, spring, or summer breaks, during the full fiscal year).

B. **Enrichment Agency Responsibilities.** The Enrichment Agency will perform the Services in accordance with the Contract and specifically agrees to perform the Services in accordance with the following requirements.

1. **Enrollment.**

   a. Provide ongoing enrollment support for enrichment bursts and special events, including, but not limited to, recruitment activities, open house, showcases, back to school nights, *etc.*
   b. Prior to students participating in the Program, obtain signed copies of all enrollment forms required by the District and any additional forms required by the Lead Agency and provide copies of all such enrollment forms to the District. The District's current enrollment forms are included as Attachment A.

2. **Five-Day Week and Enrichment Burst Program Attendance.**

   a. For daily five-day week program, elementary students should participate every day the program operates.
   b. For daily five-day week program, intermediate students should participate a minimum of nine hours and three days per week.
   c. For enrichment bursts, students should participate according to the schedule for the activity.
   d. The Enrichment Agency will make good faith efforts to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
   e. The Enrichment Agency will take daily attendance to ensure student safety and attendance.
   f. Early release waivers will be used for all students recurring late start or early program release (*e.g.*, late start for tutoring and early release for catechism or sports).
   g. Students who leave the program early with an excused reason (*e.g.*, sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
   h. The Enrichment Agency shall agree to meet the minimum attendance required by the ELOP, ASES, and 21st CCLC Grants, as applicable.
   i. The Enrichment Agency shall maintain enrollment documents for the enrichment bursts.

3. **Assurances.** The Enrichment Agency assures, warrants to the District, and agrees that in the performance of the Contract, the Enrichment Agency shall:

a. Provide an academic and enrichment after school program in each grant funded school and ensure there are comprehensive and holistic program offerings available for all program participants;
b. Plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector;
c. Staff all activities not to exceed a 10:1 ratio for all T-K and K students and 20:1 ratio for Grades 1-8;
d. Provide payroll services for Enrichment Agency employees;
e. Operate each program from the end of the school day until 6:00 p.m. or a minimum of 3 hours, whichever is later, every regular school day;
f. When agreed upon and coordinated between Enrichment Agency and District, provide a program for non-school calendar days (*i.e.*, weekends, days, vacations);
g. Enrichment Agency may provide services for 30 non-school days for a minimum of 9 hours per day;
h. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM);
i. Assist and maintain organized information for FPM at each site, and submit documentation to the District quarterly;
j. Ensure all food offered to students conforms to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Q – Food Services module.

**4. Non-School-Day Activities.**

a. 30 non-School Days are required by the ELOP Program.
b. Program shall be open for a minimum of 9 hours.
c. Transportation shall be provided if program offered off site.
d. Field trips and/or any off-site activities shall follow all guidelines of a field trip as outlined in Exhibit A-1.
e. 2025-2026 Non-School-Day Schedules (subject to change)
    i. Summer: July 1-25, 2025 (pack out on July 28, 2025)
    ii. Spring Break: March 30 - April 9, 2026 (No Fridays)

**5. Trainings.**

a. Enrichment Agency shall ensure each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been trained in the following topics:

i. Mandated reporting
ii. Anti-harassment
iii. Sexual misconduct prevention
iv. Bullying prevention
v. Discrimination prevention
vi. Suicide awareness and reporting
vii. Classroom management
viii. Social and emotional supports
ix. Quality standards for expanded earning
x. Emergency preparedness

*All Enrichment Agency staff providing services to the District must take the District's training courses, which are available through an online training management system, for each of the above topics.*

For avoidance of doubt, no Enrichment Agency staff person (including volunteers) shall provide any services to the District unless and until such staff person has been trained in the foregoing topics.

b. Additionally, Enrichment Agency shall ensure that each and every staff person, as a prerequisite to and precondition of such staff person providing services to the District, has been certified in:

i. First aid, AED and CPR, including epinephrine administration, equivalent to American Red Cross

For avoidance of doubt, no Enrichment Agency staff person shall provide any services to the District unless and until such staff person has been certified in first aid, AED and CPR.

c. Enrichment Agency shall ensure that all staff attend:

i. Four (4) all staff trainings on the following dates (which are subject to change): August 7 & 8, 2025; October 13, 2025; January 9, 2026.
ii. Quarterly professional development provided by District, Lead Agency, and Enrichment Agency on the topics such as team building, emergency procedures, positive behavior intervention support, English learner strategies, social and emotional awareness and learning, school safety, Common Core State Standards, grade

level pedagogy, communication skills and other topics to align the after-school program with the regular day throughout the course of the academic school year.

iii. Site team meetings 1 hour every two weeks.

6. **Curriculum and Activity Design.**

a. The Enrichment Agency is responsible for developing all its enrichment activities, including curriculum, consumable and non-consumable material, and timelines, all in alignment with District goals, priorities, and applicable grant requirements. The Enrichment Agency must send its syllabi to the District in advance on a monthly basis.

b. When agreed upon in writing in advance, the District may provide the Enrichment Agency with curriculum training that meets the needs of the District.

## PART III: HUMAN RESOURCES (HR)/RISK MANAGEMENT

The Lead Agency and each Enrichment Agency must comply with the following risk management requirements.

A. Provide background clearance through the police department and TB clearance pursuant to Education Code sections 8483.4, 8484.75 and 49406(a) and provide monthly reports of all employees who have received clearance for employment.
B. Provide a copy of insurance documents, which verify coverage for District.
C. Clear outside contractors and events through the District HR Department. This shall occur at least 30 days prior to service or event.
D. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
E. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
F. Participate in school-wide emergency drills and learn the protective procedures at each school site.

## PART IV: MISCELLANEOUS SERVICE PROVIDER RESPONSIBILITIES

The Lead Agency and each Enrichment Agency must comply with the following responsibilities:

A. Report attendance and activities weekly by Wednesday of each week for the previous week.
B. Work with District to establish and maintain partnerships with community agencies.

C. Provide student learning and enrichment materials above and beyond materials already purchased by District.
D. Participate in collaboration activities with other participating organizations.
E. Vacate learning areas within each school in the same or better conditions as they were found.
F. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
G. Include feedback from the after-school administrator and site principal when evaluating employees.
H. Meet weekly with District administrator.
I. Provide documentation of matching funds.
J. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1, and Exhibit A-3.
K. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable.
L. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the District program administration immediately.
M. Comply with all applicable District Board of Trustee policies, including, but not limited to, the District's policies regarding tobacco-free schools, firearms on school grounds, drug and alcohol-free workplace, and dress and grooming.

## PART V: DISTRICT RESPONSIBILITIES

The District agrees to:

A. Provide consistent, adequate, and safe space for after school groups and activities after school each day in the schools with Core Grants (including classrooms, cafeteria, restrooms, and playground);
B. Provide a District administrator to coordinate and collaborate with the Lead Agency's and Enrichment Agency's program coordinator;
C. Provide a staff member to help create an academic link between the after-school program and the regular school day—reporting language arts and math assessment results to the after-school program and reporting the after-school results to the regular classroom teachers;
D. Provide professional development to aid in the aligning the after-school program with the regular school day (math, literacy, arts/special enrichment, and physical fitness and nutrition);
E. Provide consistent access to campus classrooms and necessary facilities;
F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program;
G. Provide daily custodial services;
H. Submit required attendance, fiscal and evaluation reports to the State of California;
I. Provide office space/station with access to phone, computer, printer, and internet access;
J. Provide Access to Q to mark attendance;

K. Notwithstanding Lead Agency's and Enrichment Agency's obligations contained in Exhibit A-3, administer medication to students participating in Program in compliance with federal and California law;
L. Perform those actions set forth in Exhibit A-3.

## PART VI: TANGIBLE WORK PRODUCTS

As part of the Services, Lead Agency and Enrichment Agency will prepare and deliver the following tangible work products to District:

A. Certificates of insurance and additional insured endorsements for 2024-2025, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies, to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California;
B. Evidence that employees meet the qualifications of a paraeducator as defined by District;
C. Monthly employee list certifying all employees have cleared TB and fingerprint screenings and complied with all training requirements;
D. Weekly attendance and activity reports;
E. Food Service Reimbursable Snack Logs and Q Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program;
F. Evidence that Lead Agency and Enrichment Agency employees and volunteers have complied with the professional development and training requirements required by this Agreement.
G. Copies of all enrollment forms for each student participating in the Program.

## PART VIII: PERSONNEL

Lead Agency and Enrichment Agency shall provide a staff roster prior to the commencement of Services and anytime that there is an update in staff.

## PART IX: SUBCONTRACTORS

Lead Agency and Enrichment Agency will utilize the following subcontractors to accomplish the Services (check one):

None.

See attached list.

## PART X: AMENDMENTS

The Scope of Services, including services, work product, and personnel, are subject to change by mutual agreement. In the absence of mutual agreement regarding the need to change any aspects of performance, Lead Agency and Enrichment Agency shall comply with the Scope of Services as indicated above.

## EXHIBIT A-1

For the purposes of this Exhibit A-1, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate the after- school program (the "Program") in accordance with the following general provisions:

1. Field Trips. Service Provider may offer Program field trips, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use the District's then-current permission, release, and waiver forms. The District's presently existing forms are included as Attachment A. All field trip transportation requires advance authorization by the District.

2. Parent/Guardian Visits: To the extent allowed by applicable law, Service Provider shall provide for reasonable parent/guardian access to District facilities being used by Service Provider during the Program. Service Provider shall ensure that parent/guardian visits are in accordance with any applicable court orders.

3. Late Pick Up Policy: Service Provider shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Service Provider's staff shall call the emergency contacts for that student. If Service Provider's staff person has not been able to reach the student's authorized adult within twenty (20) minutes past closing time, Service Provider shall contact the Program director, the police, and social services for assistance. Service Provider is fully responsible for properly implementing the policy. Irrespective of whether Service Provider develops and implements an approved late pick-up policy or adopts the policy set forth herein, Service Provider warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services. For avoidance of doubt, (a) the Lead Agency shall maintain primary responsibility for compliance with the late pick up policy, (b) a Lead Agency staff person shall remain on-site to comply with the late pick up policy, and (c) the Lead Agency may require an Enrichment Agency staff person to remain on site as the second staff person.

4. Reportable Incidents:

   a. Service Provider shall immediately notify the District by telephone of any heath- or safety-related issues, including, but not limited to, the death of a child from any cause; any injury to a child that requires medical treatment; any unusual

incident or child absence that threatens the physical or emotional health or safety of a child; any suspected child abuse or neglect; epidemic outbreaks, poisonings; fires or explosions that occur in or on the premises; exposure to toxic substances; an arrest of the Service Provider's employee; any issues involving criminal background clearances for employees; any building safety issues. The Service Provider shall provide a written report of the incident to the District within 24 hours of the event.

b. If Service Provider becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to, allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Service Provider shall comply with all mandated reporting requirements under California law. Service Provider shall inform District immediately by telephone and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Service Provider assures District that all Service Provider staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.

5. Disasters/Emergencies:

a. Service Provider shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Service Provider fails to provide a reasonable disaster/emergency policy, the District's emergency/disaster policy shall apply. Service Provider is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.

b. Additionally, Service Provider acknowledges, understands, and agrees that in the event of any natural, manmade, or war-caused disaster or emergency, District's employees are declared "disaster service workers" tasked with performing such disaster service activities as may be assigned to them by their superiors or by law. Further, Service Provider acknowledges, understands, and agrees that any such disaster or emergency occurs during the Program, the Service Provider's on-site staff shall be required to remain on the premises to assist District employees and any other disaster service workers in the protection of lives and property until such time that the Service Provider's staff is relieved from duty by the District or replaced by another Service Provider staff person.

6. Unauthorized Persons: In the event that Service Provider's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students;

and any other trespassers) is on District's property during the operation of the Program, Service Provider's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Service Provider's staff shall immediately notify program management at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.

7. District Facilities and Equipment: Service Provider's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Service Provider shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Service Provider shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Service Provider shall, at its own cost and expense, replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Service Provider permitted to use the facilities or equipment. Service Provider shall not make or allow any alterations, installations, additions, maintenance, or improvements in or to District facilities without District's prior written consent, which may be withheld in District's sole discretion. If District approves a request, Service Provider may perform the work at its sole cost and expense and the improvement, maintenance or other agreed-upon service on District property shall immediately become the property of District.

## EXHIBIT A-2
## SPORTS – HEALTH AND SAFETY

For the purposes of this Exhibit A-2, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider agrees to operate any and all sports within the Program in accordance with the following provisions.

### 1. General Requirements for Service Provider's Program Coaches.

**a. Satisfaction of Program staff requirements.** Service Provider agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks.

**b. Additional requirements.** Service Provider further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR, AED, and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Service Provider's coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Service Provider shall have satisfied these requirements if Service Provider provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Service Provider.

### 2. General Requirements for Student Eligibility in Program Sports.

**a. Medical clearance.** Service Provider shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider (i.e., a medical doctor [MD], doctor of osteopathy [DO], nurse practitioner [NP] or physician assistant [PA]) who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Service Provider may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation ("CIF"), and attached hereto as Exhibit A-2(i) (or any updated forms). Within 48 hours of collecting any medical clearance, Service Provider shall provide such medical clearance form(s) to District. For avoidance of doubt, Service Provider shall not be responsible for the accuracy, sufficiency, or completeness of any medical clearance document(s) required by District pursuant to this section. However, Service Provider shall ensure that such medical clearance forms are completed by health care providers who designate themselves as an MD, DO, NP, or PA.

b. **Adherence to recommendations.** Service Provider agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student's medical clearance form. Service Provider acknowledges that a student's medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Service Provider agrees to be bound by the revised restrictions or recommendations.

c. **Current illness or injury.** For the health and safety of all Program participants, Service Provider shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Service Provider with a written medical clearance. Service Provider shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.

d. **Sign In and Sign Out Sheet.** Service Provider must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student's name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.

e. **Off-site Sports Activities.** Service Provider may offer off-site sports activities, provided that Service Provider obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Service Provider shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of "any involved municipalities or public entities and their respective agents and employees."

3. **Concussions.**

Service Provider agrees to adhere to the following standards regarding concussions and serious head injuries.

a. Coaches – requirements prior to coaching

i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on concussions and provide proof of such training to Service Provider. The training can be completed through the free, online course "Concussions in Sports" (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.

ii. Service Provider's coaches shall receive concussion training at least once a year.

iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide a copy to District.

**b. Students – requirements prior to participation.**

i. As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student's parent or guardian shall review and sign a concussion and head injury information sheet. Service Provider shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the "Concussion Information Sheet" prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Service Provider shall make two (2) copies of each signed concussion information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**c. Coaches – requirements if student may have sustained concussion.**

i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.

ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

**d. Students – requirements for participation after suspected concussion.**

i. A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Service Provider may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).

ii. In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.

iii. Subsequent to the student's suspected head injury, Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.

iv. Service Provider agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**4. Sudden Cardiac Arrest ("SCA").**

Service Provider agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

**a. Coaches – requirements prior to coaching**

i. As a prerequisite to coaching any Program sport, Service Provider's coaches shall receive training on SCA and provide proof of such training to Service Provider. The training can be completed through the free, online course "Cardiac Wise" (or any updated course), which is available through the CIF website. As proof of training, Service Provider's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Service Provider.

ii. Service Provider's coaches shall receive SCA training at least once a year.

iii. Service Provider shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**b. Students – requirements prior to participation.**

i. As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student's parent or guardian shall review and sign an SCA information sheet. Service Provider shall provide the SCA information sheet, the form and content of which shall be subject to District's prior approval. Service Provider may use the SCA information sheet "Keep Their Heart in the Game – a sudden cardiac arrest information sheet for athletes and parents/guardians" prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Service Provider shall make two (2) copies of each signed information sheet. Service Provider shall return the first copy to the student's parent or guardian. Service

Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**c. Coaches – requirements if student faints.**

i. Service Provider shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Service Provider shall then seek emergency medical attention for the student.

ii. Service Provider shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

**d. Students – requirements for participation after suspected SCA event.**

i. A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.

ii. In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.

iii. Service Provider agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.

iv. Service Provider agrees to maintain copies of any written medical clearances, and, upon District's request, provide the copies to District.

**5. Heat Illness.**

Service Provider agrees to adhere to the following standards regarding heat illness.

**a. Coaches – education about heat illness prevention.** Service Provider agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course "A Guide to Heat Acclimatization and Heat Illness Prevention" (or any updated course), which is available through the CIF website.

**b. Preventative measures.** Service Provider's coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

i. educating students participating in Program sports to arrive at practice or competition well-hydrated;

ii. instructing students to stay hydrated in between practices;

iii. educating students to avoid drinks which dehydrate the body (*e.g.*, drinks containing stimulants such as ephedrine or high amounts of caffeine);

iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;

v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;

vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and

vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

**6. Methicillin-Resistant Staph Aureus (MRSA).**

Service Provider agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

**a. Coaches – education about MRSA.** Service Provider shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Service Provider shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.

**b. Coaches – preventative measures.** Service Provider shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to, recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program sports equipment surfaces (*e.g.*, benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

c. **Coaches – duty to inform students and parents/guardians.** Service Provider shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

7. **Performance Enhancement Drugs.**

Service Provider agrees to adhere to the following standards regarding performance enhancement drugs.

a. **Service Provider development and implementation of policy.** Service Provider shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject to District approval. Service Provider may adopt District's policy or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District's prior approval.

b. **Student and parent/guardian agreement about policy.** The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.

c. **Annual update.** Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Service Provider agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.

d. **Copies of agreement.** Service Provider shall make two (2) copies of each agreement about the drug enhancement policy. Service Provider shall return the first copy to the student's parent or guardian. Service Provider shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

e. **Applicability.** At District's discretion, the requirements of this section, or any portion thereof, may be made applicable only to District's intermediate students (and thereby exempt in whole or part District's elementary students).

**8. Event Emergency Guidelines.**

**a. Adoption of policy.** Service Provider shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall not be unreasonably withheld. Service Provider may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.

**b. Training regarding policy.** Prior to implementing any Program sports activities, Service Provider must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.

**c. Biennial review.** If the Program is a multi-year program, Service Provider and District shall review and update the policy at least every two (2) years.

# EXHIBIT A-3
# ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF EMERGENCY ASSISTANCE

For the purposes of this Exhibit A-3, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract. Service Provider and District agree to operate the Program in accordance with the following requirements. Service Provider shall not administer any medication not explicitly set forth herein.

## 1. Requirements for Administration of Epinephrine (Epi-pen).

### a. Obligation to Administer Epinephrine; Authorized Individuals.

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (*i.e.*, potentially life-threatening hypersensitivity to a substance). Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall at all times maintain a designated employee and/or volunteer at all Program sites. Service Provider shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Service Provider that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

### b. Training of Voluntary Service Provider Employees and Volunteers.

District shall provide all designated Service Provider employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at http://www.cde.ca.gov/ls/he/hn/epiadmin.asp. The training shall cover at a minimum the information listed in the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student's parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. District warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training

requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. District shall retain all training materials at Program sites.

**2. Epinephrine Prescriptions.**

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and providing access to those employees and/or volunteers of Service Provider that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction. Service Provider shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

**3. Requirements for the Provision of Emergency Assistance.**

Service Provider shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly becomes ill. Service Provider shall provide the necessary training in cardiopulmonary resuscitation (CPR), automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Service Provider shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Service Provider shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, "emergency assistance" shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person's heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Service Provider that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

**4. Copies of Documents.**

Service Provider shall maintain a copy of all health care documents and provide a copy of same to District.

☐ Not Project Related

☐ Project #

# EXHIBIT B
# COMPENSATION

For purposes of this Exhibit B, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

I. The total compensation for Primary Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.

II. The total compensation for Additional Services, including reimbursement for actual expenses, shall not exceed the amount set forth in the Agreement.

III. Service Provider may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed the amount set forth in the Agreement.

IV. Within the grant amount, District will compensate Service Provider for Services performed upon submission of a valid invoice. Each invoice is to include:

A. Cover sheet with amount of current invoice, and totals subtracted from overall contract;

B. Monthly expenditure reports, including salaries for employees, supplies, trainings, and administrative costs, itemized by school site;

C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format);

D. Certification that all employees, agents and contractors that will have contact with students and for whom a certification has not been previously provided: (1) have been properly fingerprinted, (2) have satisfied TB clearance, (3) are certified in first aid, AED, and CPR (including epinephrine administration), and (4) have been trained in mandated reporting; anti-harassment; sexual misconduct prevention; bullying prevention; discrimination prevention; suicide awareness and reporting; classroom management; social and emotional supports; quality standards for expanded learning; and emergency preparedness.

E. Line items for:

1. All personnel, describing: the name of each staff person and the site where the staff person worked, the work performed, the days in the program and number of hours worked, and the hourly rate;
2. All supplies properly charged to the Services;
3. All travel properly charged to the Services;
4. All equipment properly charged to the Services;
5. All materials properly charged to the Services;
6. All subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

F. Calculation of matching funds.

☐ Not Project Related

☐ Project #

V. Notwithstanding anything to the contrary in this Exhibit or the Contract, equipment, supplies or other materials whose current market value exceeds $500 per item must be purchased through the District and will remain an asset of the District in accordance with Education Code section 35168.

END OF EXHIBIT B

# EXHIBIT C
# INSURANCE

For purposes of this Exhibit C, Lead Agency and Enrichment Agency are referred to as "Service Provider," and the below obligations shall apply and pertain individually to each and every Lead Agency and to each and every Enrichment Agency providing services to the District under the Contract.

I. Insurance Requirements. Service Provider shall, at its sole cost and expense, provide and maintain insurance, acceptable to District, in full force and effect throughout the term of the Contract, against claims for injury to persons or damages to property which may arise from or in connection with the performance of work hereunder by Service Provider, its agents, representatives or employees. Service Provider and any and all subcontractors and vendors hired by Service Provider in connection with the Services described in the Contract shall provide the following scope and limits of insurance:

A. Scope and Limits of Insurance:

1. Commercial General Liability Insurance coverage in the amounts of Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in aggregate.

   Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

2. Automobile Liability Insurance, including owned, non-owned, and hired automobiles, as applicable, with coverage limits of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

   If Provider transports students or contracts to transport students, Automobile Liability Insurance shall be in the amount of Twenty Million Dollars ($20,000,000) per accident for bodily injury and property damage.

3. 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 per accident or disease.

4. Professional Liability/Errors and Omissions Insurance in an amounts of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in aggregate.

5. Coverage for Abuse and Molestation or Child Sexual Assault in the amounts of Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in aggregate.

6. If the Contract is renewed beyond the initial term, then the District shall have the right to increase the foregoing minimum insurance amounts as set forth in the amendment to the Contract that extends the term; provided, however, that the Service Provider shall not be obligated to renew the term.

II. Other Provisions. Insurance policies required by the Contract shall contain the following provisions:

A. All Policies. Each insurance policy required by the Contract shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to the Contract, or reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the District.

B. Service Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the District. Service Provider further hereby waives any and all rights of subrogation that it may have against the District. Any insurance or self-insurance maintained by the District shall be excess of the Provider's insurance and shall not contribute with it. This requirement shall also apply to any excess or umbrella liability policies of the Service Provider. Required endorsements are listed below.

C. Service Provider's and any and all Service 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, administrators, managers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds or other requirements 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. Automobile Liability: CA 20 48 10 13

D. If any of the required policies provide coverage on a "claims made" basis:

1. The retroactive date must be shown on the certificate and must be before the date of the contract or the beginning of the Services.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services.
3. 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 Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

E. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

III. Other Requirements:

A. Service Provider and any and all subcontractors working for Service Provider shall provide certificates of insurance to the LEA 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 the Contract.

B. The Provider may use Umbrella or Excess Policies to provide the liability limits as required in the Contract. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, additional insured endorsements, primary and non-contributory, additional insured, deductibles, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the District, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Service Provider's primary and excess liability policies are exhausted.

C. If the Service Provider or Service 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 Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

D. Any self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of the Contract must be declared to and approved by the District. Service Provider shall be responsible to pay that self-insured retention and the District shall not be responsible to pay these costs. In the event that Service Provider's self-insured retentions collectively total more than $50,000.00, the District reserves the right to request proof of Service Provider`s financial solvency in relation to remittance thereof or require Service Provider to post a bond guaranteeing payment of the deductible, or both.

E. The procuring of any required policy or policies of insurance shall not be construed to limit Service Provider`s or subcontractor`s liability hereunder nor to fulfill the indemnification provisions and requirements of the Contract.

F. Failure on the part of the Service 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 the Contract.

END OF EXHIBIT C

☐ Not Project Related

☐ Project #

**EXHIBIT D**
**CONFLICT OF INTEREST CHECK**

District Board Bylaw 9270 requires that the Superintendent or a designee make a determination, on a case-by-case basis, whether disclosure will be required from an independent contractor to comply with the District's Conflict of Interest Code.

Independent contractors are required to file disclosures when, pursuant to a contract with the District, the independent contractor will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Service Provider under the Agreement to which this Exhibit D is attached [] constitute **[X]** do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Service Provider who will provide Services under the Agreement, [] is **[X]** is not subject to disclosure obligations.

Date: 5/13/25

By: _____
Melissa Reyes, Director of Purchasing

# Extracurricular Event or Activity
# Assumption of Risk Form

Student name (Please print) _____ Birth date _____

Parent or legal guardian (Please print) _____ Student address _____

School/Local Educational Agency _____ Event or Activity Advisor (Staff) _____

Voluntary Extracurricular Event or Activity

- ☐ school-related athletics
- ☐ school-related club activities
- ☐ school-related cultural activities
- ☐ school-related performing arts activities
- ☐ school-related social activities
- ☐ School-related community activities
- ☐ Other: _____

I authorize my son/daughter, named above, to participate in the indicated voluntary extracurricular event or activity. I understand and acknowledge that voluntary extracurricular activities, by their very nature, pose the potential risk of serious injury and/or illness to the individuals who participate in such voluntary extracurricular events or activities.

This voluntary extracurricular event or activity, by its very nature, may pose some inherent risk of a participant being seriously injured, before, during, and/or after the activity or event, including transportation whether provided by the local educational agency (LEA) or not. These injuries may include, but are not limited to, the following:

1. Sprains and strains
2. Fractured bones
3. Lacerations, abrasions, and avulsions
4. Unconsciousness
5. Paralysis
6. Disfigurement
7. Loss of eyesight
8. Head injuries or concussion
9. Heat illness
10. Sudden cardiac arrest
11. Death
12. Exposure to infectious diseases

I understand and acknowledge that participation in voluntary extracurricular events or activities is completely elective and voluntary and is not required by the LEA/School for completion of promotion or graduation requirements. I also understand that, if I do not consent to my son's/daughter's participation in the voluntary extracurricular event or activity, he/she may be offered an alternative event or activity and possible credit for promotion or graduation may or may not be offered.

I understand that all participants are to abide by and accept all rules and requirements governing conduct and safety in the voluntary extracurricular event or activity. To the extent permitted by the Education Code or other applicable statutes, regulations, policies and procedures, any participant determined to be in violation of safety requirements, behavior standards or other prohibited conduct may be removed from this voluntary extracurricular event or activity.

I understand and acknowledge that in order to participate in these activities, I and my son/daughter agree to assume liability and responsibility for any and all potential risks that may be associated with participation in voluntary extracurricular events or activities.

I also understand that the LEA/School, due to the COVID-19 virus or other potential infectious diseases, has undertaken a plan to facilitate a safe environment for educational programs in addition to extracurricular, co-curricular and sport/athletic events or activities. In doing so, I further understand that the LEA/School has adopted plans designed to meet the requirements and recommendations of state agencies, health advisors and other responsible bodies. However, I also understand and acknowledge that despite the LEA's and School's efforts, the risk of infection from the COVID-19 virus, or others, cannot be eliminated at this time, and that my son/daughter may be exposed as a result. I also understand and acknowledge that in participating in this voluntary extracurricular event or activity, my son/daughter will increase his/her interaction with students and staff, and the corresponding risk of contact and infection, and that this may include functions involving other people and/or facilities other than the LEA's. These other students, instructors, assistants, and facilities are potentially operating under a different COVID-19 safety plan, further increasing the risk of exposure of my son/daughter. Finally, I understand, acknowledge, and agree that despite reasonable care and steps by the LEA/School, that the virus presents serious challenges to prevention and control, and reasonable efforts by the LEA/School does not assure that my son/daughter may not be infected, and that the infection may not be brought home. Despite all the above I am freely and voluntarily signing this "Extracurricular Event or Activity, Assumption of Risk Form" to enable and authorize my son/daughter to participate and releasing and discharging the LEA/School and its/their governing board, officers, agents, employees and/or volunteers from any liability for my son/daughter becoming infected in his/her participation in the event or activity.

I agree to, and do hereby release and hold the LEA/School and its governing board, officers, agents, employees and/or volunteers harmless for any and all claims; demands; causes of action; liability; damages; expenses; or loss of any sort, including bodily injury or death; because of or arising out of acts or omissions with respect to the voluntary extracurricular event or activity, including programs or procedures of the LEA/School for students and participation in such events or activities

I acknowledge that I have carefully read this "Extracurricular Event or Activity, Assumption of Risk Form" and that I understand and agree to its terms.

| | |
|---|---|
| Signature (Student) | Date |
| Signature (Parent or legal guardian) | Date |
| Primary telephone | Alternate telephone |

# Evento o Actividad Extracurricular
# Formulario de Asunción de Riesgo

Nombre de estudiante (letra molde) _____ Fecha de nacimiento _____

Padre o tutor legal (Por favor imprima) _____ Dirección del estudiante _____

Escuela/Agencia Educativa Local _____ Asesor de eventos o actividades (personal) _____

Evento o actividad extracurricular voluntaria

- ❑ Atletismo relacionado con la escuela
- ❑ Actividades del club relacionadas con la escuela
- ❑ Actividades culturales relacionadas con la escuela
- ❑ Actividades de artes escénicas relacionadas con la escuela
- ❑ Actividades sociales relacionadas con la escuela
- ❑ Actividades comunitarias relacionadas con la escuela
- ❑ Otro: _____

Autorizo a mi hijo(a), nombrado anteriormente, a participar en el evento o actividad extracurricular. Entiendo y reconozco que las actividades, por su propia naturaleza, representan el riesgo potencial de lesiones y/o enfermedades graves para las personas que participan en dichos eventos o actividades.

Este evento o actividad, por su propia naturaleza, puede representar algún riesgo inherente de que un participante sufra lesiones graves, antes, durante y/o después de la actividad o evento, incluido el transporte, ya sea proporcionado por la agencia educativa local (LEA) o no. Estas lesiones pueden incluir, pero no se limitan a las siguientes:

1. Esguinces y distensiones
2. Quebraduras
3. Laceraciones, abrasiones y avulsiones
4. Inconsciencia
5. Parálisis
6. Desfiguración
7. Pérdida de la vista
8. Lesiones en la cabeza o conmoción cerebral
9. Enfermedades causadas por el calor
10. Paro cardíaco repentino
11. Muerte
12. Exposición a enfermedades infecciosas

Entiendo y reconozco que la participación en estos eventos o actividades es completamente electiva y voluntaria y no es requerida por la LEA o la escuela para completar los requisitos de promoción o graduación. También entiendo que, si no doy mi consentimiento para la participación de mi hijo(a) en el evento o actividad, se le puede ofrecer un evento o actividad alternativa y se le puede ofrecer o no un posible crédito para la graduación.

Entiendo que todos los participantes deben cumplir y aceptar todas las reglas y requisitos que rigen la conducta y la seguridad en el evento o actividad. En la medida permitida por el Código de Educación u otros estatutos, reglamentos, políticas y procedimientos aplicables, cualquier participante que se determine que viola los requisitos de seguridad, las normas de comportamiento u otra conducta prohibida puede ser eliminado de este evento o actividad.

Entiendo y reconozco que para participar en estas actividades, mi hijo(a) y yo aceptamos asumir la responsabilidad por todos y cada uno de los riesgos potenciales que puedan estar asociados con la participación en eventos o actividades.

También entiendo que la LEA/Escuela, debido al virus COVID-19 u otras enfermedades infecciosas potenciales, ha emprendido un plan para facilitar un entorno seguro para los programas educativos, además de eventos o actividades extracurriculares, cocurriculares y deportivos/atléticos. Al hacerlo, entiendo además que la LEA / Escuela ha adoptado planes diseñados para cumplir con los requisitos y recomendaciones de las agencias estatales, asesores de salud y otros organismos responsables. Sin embargo, también entiendo y reconozco que a pesar de los esfuerzos de la LEA y la escuela, el riesgo de infección por el virus COVID-19, u otras infecciones, no se puede eliminar en este momento, y que mi hijo(a) puede estar expuesto como resultado. También entiendo y reconozco que al participar en este evento o actividad extracurricular voluntaria, mi hijo(a) aumentará su interacción con los estudiantes y el personal, y el riesgo correspondiente de contacto e infección, y que esto puede incluir funciones que involucren a otras personas y/o instalaciones que no sean las LEA. Estos otros estudiantes, instructores, asistentes e instalaciones están operando probablemente bajo un plan de seguridad COVID-19 diferente, lo que aumenta aún más el riesgo de exposición de mi hijo(a). Finalmente, entiendo, reconozco y estoy de acuerdo en que, a pesar del cuidado razonable y los pasos de la LEA /Escuela, que el virus presenta serios desafíos para la prevención y el control, y los esfuerzos razonables de la LEA/Escuela no aseguran que mi hijo(a) no esté infectado y que la infección no se pueda llevar a casa. A pesar de todo lo anterior, estoy firmando libre y voluntariamente este formulario para permitir y autorizar a mi hijo(a) a participar y liberar y descargar a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios de cualquier responsabilidad si mi hijo(a) llegara a infectarse por su participación en el evento o actividad.

Acepto, y por la presente libero y eximo de responsabilidad a la LEA/Escuela y su junta directiva, funcionarios, agentes, empleados y/o voluntarios por cualquier reclamo; Demandas; causas de acción; responsabilidad; daños y perjuicios; expensas; o pérdida de cualquier tipo, incluidas lesiones corporales o muerte; debido a o que surjan de actos u omisiones con respecto al evento o actividad, incluidos los programas o procedimientos de la LEA/Escuela para estudiantes y la participación en dichos eventos o actividades

Reconozco que he leído cuidadosamente este formulario y que entiendo y acepto sus términos.

| | |
|---|---|
| Firma (Estudiante) | Fecha |
| Firma (Padre o Tutor Legal) | Fecha |
| Teléfono principal | Teléfono alternativo |

Oxnard School District

# Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a "ding" or a bump on the head can be serious. You cannot see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

**Symptoms may include one or more of the following:**

- Headaches
- "Pressure in head"
- Nausea or vomiting
- Neck pain
- Balance problems or dizziness
- Blurred, double, or fuzzy vision
- Sensitivity to light or noise
- Feeling sluggish or slowed down
- Feeling foggy or groggy
- Drowsiness
- Change in sleep patterns
- Amnesia
- "Don't feel right"
- Fatigue or low energy
- Sadness
- Nervousness or anxiety
- Irritability
- More emotional
- Confusion
- Concentration or memory problems (forgetting game plays)
- Repeating the same question/comment

**Signs observed by teammates, parents and coaches include:**

- Appears dazed
- Vacant facial expression
- Confused about assignment
- Forgets plays
- Is unsure of game, score, or opponent
- Moves clumsily or displays incoordination
- Answers questions slowly
- Slurred speech
- Shows behavior or personality changes
- Can't recall events prior to hit
- Can't recall events after hit
- Seizures or convulsions
- Any change in typical behavior or personality
- Loses consciousness

## What can happen if my child keeps on playing with a concussion or returns to soon?

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athletes will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete's safety.

## If you think your child has suffered a concussion

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. California Education Code section 49475 and CIF Bylaw 313 now require implementation of long and well-established return to play concussion guidelines that have been recommended for several years.

You should also inform your child's coach if you think that your child may have a concussion. Remember it is better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

## Return to Play (RTP)

Concussion symptoms should be completely gone before returning to full practice or competition. A RTP progression involves a gradual, step-wise increase in physical effort, sports-specific activities and the risk for contact. If symptoms occur with activity, the progression should be stopped. If there are no symptoms the next day, exercise can be restarted at the previous stage.

RTP after concussion should occur only with medical clearance from a medical doctor trained in the evaluation and management of concussions, and a step-wise progression program monitored by an athletic trainer, coach, or other identified school administrator. Please see cifstate.org for a graduated return to play plan. Return to play (i.e., full practice and competition) must be no sooner than 7 days after the concussion diagnosis has been made by a physician.

For current and up-to-date information on concussions you can go to:
http://www.cdc.gov/ConcussionInYouthSports/

| Student-athlete Name Printed | Student-athlete Signature | Date |
|---|---|---|
| Parent or Legal Guardian Printed | Parent or Legal Guardian Signature | Date |

Legal References:
California Education Code section 49475,
California Interscholastic Federation Bylaw 313

Adapted from the Center for Disease Control and Prevention and the CIF

# Oxnard School District

## Información acerca de las concusiones cerebrales

Una concusión es una herida cerebral y todas las heridas cerebrales son graves. Dichas heridas son causadas por un golpe ligero, un golpe fuerte a la cabeza, un movimiento repentino de la cabeza o por un golpe fuerte a otra parte del cuerpo con fuerza que se trasmite a la cabeza. Las heridas varían entre ligeras o graves y pueden interrumpir la manera en la que el cerebro funciona. Aunque la mayoría de las concusiones cerebrales son ligeras, **todas las concusiones cerebrales tienen el potencial de ser graves y si no se reconocen y tratan correctamente podrían tener como resultado complicaciones incluyendo daño cerebral prolongado o la muerte.** Eso quiere decir que cualquier "golpecito" a la cabeza podría ser grave. Las concusiones cerebrales no son visibles y en su mayoría las concusiones cerebrales que ocurren durante los deportes no ocasionan la perdida de conciencia. Las señales y síntomas de una concusión cerebral podrían aparecer inmediatamente después de una herida o después de horas o días. Si su hijo(a) reporta cualquier síntoma de una concusión cerebral, o si se da cuenta de los síntomas de una concusión cerebral, por favor consiga atención médica sin demora.

**Los siguientes son algunos de los síntomas de una concusión:**

- Dolor de cabeza
- "Presión en la cabeza"
- Nausea o vómito
- Dolor de cuello
- Problemas de equilibrio o mareos
- Visión borrosa o visión doble
- Sensibilidad a la luz o ruido
- Decaído
- Adormecido
- Mareado
- Cambios en los hábitos de dormir
- Amnesia
- "No se siente bien"
- Fatiga o energía baja
- Tristeza
- Nervios o ansiedad
- Irritabilidad
- Más sensible
- Confundido
- Problemas con concentración o memoria (por ejemplo: olvidar las jugadas)
- Repetir la misma pregunta o comentario

**Los siguientes síntomas son observados por compañeros, padres y entrenadores:**

- Parece desorientado
- Tiene una expresión facial vacía
- Está confundido acerca de la tarea o actividad
- Se olvida de las jugadas
- Está confundido sobre el juego, los puntos o el oponente
- Se mueve torpemente o muestra una falta de coordinación
- Contesta las preguntas lentamente
- Arrastra las palabras
- Muestra cambios de comportamiento o personalidad
- No puede recordar los eventos que sucedieron antes de la colisión
- No puede recordar los eventos que sucedieron después de la colisión
- Ataques o convulsiones
- Cualquier cambio en el comportamiento típico o personalidad
- Perdida de la conciencia

## ¿Qué puede pasar si mi hijo(a) sigue jugando con una concusión cerebral o regresa a jugar antes de que este recuperado?

Los deportistas con señales o síntomas de una concusión cerebral deben dejar de jugar inmediatamente. Continuar jugando con las señales o síntomas de una concusión pone al deportista en riesgo de sufrir una herida más grave. La probabilidad de que se sufra daño significativo de una concusión aumenta cuando ha pasado un periodo de tiempo largo después de que sucedió la concusión, sobre todo si el deportista sufre otra concusión antes de recuperarse completamente de la primera. Eso puede traer como consecuencia una recuperación más prolongada o incluso una hinchazón cerebral (síndrome de segundo impacto) con consecuencias devastadoras o fatales. Es bien conocido que los deportistas adolescentes no reportan mucho los síntomas de sus heridas. Eso es el caso también con las concusiones cerebrales. Por lo mismo es importante que los administradores, entrenadores, padres y estudiantes estén bien informados, el cual es clave para la seguridad de los estudiantes deportistas.

## Si cree que su hijo(a) ha sufrido una concusión

En cualquier situación donde se sospecha que un deportista tiene una concusión, es importante sacar a este estudiante del juego o entrenamiento inmediatamente. Ningún deportista puede volver a participar en la actividad después de sufrir una herida de cabeza o concusión cerebral sin el permiso de un doctor, no importa si la herida parece ser ligera o los síntomas desaparecen rápidamente. Se debe de observar cuidadosamente el mejoramiento del deportista por varias horas. Código Educativo de California sección 49475 y estatuto 313 de la Federación Interescolar de California (CIF por sus siglas en inglés) requiere la implementación de las siguientes normas para regresar a jugar un deporte después de sufrir una concusión, las cuales se han recomendado por muchos años.

También debe informar al entrenador(a) de su hijo(a) si piensa que ha sufrido una concusión cerebral. Recuerde que es mejor faltar un partido que faltar toda la temporada. Si existe alguna duda de que el deportista sufrió una concusión cerebral o no, se tomará precauciones y no podrá jugar.

## Volver a Jugar

Síntomas de concusión cerebral deben ser desaparecido por completo antes de volver a la práctica completa o la competencia. Un volver a jugar la progresión implica un aumento gradual, paso a paso en el esfuerzo físico, las actividades de los deportes específicos y el riesgo para el contacto. Si se presentan síntomas con la actividad, la progresión se debe parar. Si no hay síntomas al día siguiente, el ejercicio puede iniciarse de nuevo en la etapa anterior.

Volver a jugar después de la concusión cerebral debe ocurrir sólo con autorización médica de un médico entrenado en la evaluación y la gestión de las concusiones cerebrales. Volver a jugar debe ser supervisado por un entrenador, entrenador atlético o administrador identificado por la escuela. Por favor, consulte cifstate.org para un retorno gradual a jugar el plan. Retorno a la práctica completa y la competencia debe ser no antes de 7 días después del diagnóstico concusión ha sido hecha por un médico.

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet:
http://www.cdc.gov/ConcussionInYouthSports/

| Nombre del estudiante deportista | Firma del estudiante deportista | Fecha |
|---|---|---|
| Nombre del padre, madre o tutor | Firma del padre, madre o tutor | Fecha |

Adaptado del Centro de Control de Enfermedades y Federación Interescolar de California

# FIELD TRIP OR EXCURSION AUTHORIZATION AND MEDICAL TREATMENT AUTHORIZATION

(Minor)

☐ In-state ☐ Out-of-state

**Completion of this form is required for all field trips / excursions.**

Name of Student

Date of Birth (for emergency purposes)

Student Address

Name of School

Class/ Program

Teacher

Date(s) of Field Trip/Excursion

Location of Field Trip/Excursion

Transportation Provider

1. **I hereby give permission** for my child or ward (named above) to participate in this Field Trip or Excursion.
2. **Regarding special assistance/accommodations:** Is special assistance/accommodation necessary for your child or ward to participate in this Field Trip or Excursion?
   ☐ No ☐ Yes. Please explain _____
3. **Regarding administration of medication:** All medications must be prescribed, **including** over-the-counter medications. Is your child or ward required to take medication during the course of this Field Trip or Excursion?
   ☐ No ☐Yes **Parent/Guardian must contact the school office** to obtain form SFA-5010, "Authorization for Any Medication Taken during School Hours," form SFA-5030, "Authorization For Medications Taken During School Hours, School Activities and Field Trips" or form SFA-5040, "Extended Field Trip or Excursion Medication Authorization" (which must be signed by parent/guardian and child or ward's physician).
4. **If you have health insurance, please list:**

   Health Insurance Company | Policy Number | Group Number

5. **Please list additional emergency contacts, should the parent/guardian be unavailable:**

   Emergency Contact | Telephone

   Emergency Contact | Telephone

6. **Conduct**: I fully understand that all participants are to abide by and accept all rules and requirements governing conduct during the Field Trip or Excursion. To the extent permitted by the Education Code, any participant determined to be in violation of behavior standards will be sent home at their own or their parent/guardian's expense.
7. **Waiver of Claims for Liability:** I understand that California Education Code, Section 35330 provides:

   "All persons making the field trip or excursion shall be deemed to have waived all claims against the district, a charter school, or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents or guardians of pupils taking out-of-state field trips or excursions shall sign a statement waiving all claims."

   In providing consent for my child or ward to attend and participate in this Field Trip or Excursion, I waive all claims against the district for injury, accident, illness, or death occurring during or by reason of this Field Trip or Excursion.

   I understand that the District does not require my child or ward to participate in the Field Trip or Excursion and I make this request voluntarily because I desire my child or ward to participate in the Field Trip or Excursion. I also understand that, if I do not consent to my child or ward's participation, my child or ward will be involved in alternative supervised activities, for which my child or ward will receive full credit.
8. **In the event of illness or injury,** I hereby consent to whatever transportation, x-ray, examination, anesthetic, medical, dental, or surgical diagnosis or treatment and hospital care from a licensed physician as deemed necessary for the safety and welfare of my child or ward. It is understood that the resulting expenses will be the responsibility of the child or ward's parent(s)/guardian(s).
9. **I have carefully read this authorization and fully understand its contents and voluntarily consent to its terms and conditions.**

Signature of Parent/Guardian

Date

Home telephone

Work telephone

Mobile telephone or pager

*White – Field Trip Supervisor*
SFA 2010, Rev. 6/17/2014

*Yellow – School/Facility*

*Pink – Parent/Guardian*

# AUTORIZACIÓN PARA PASEO EDUCATIVO Y EXCURSIÓN
# Y AUTORIZACIÓN PARA TRATAMIENTO MEDICO

❑ Dentro del Estado **(Menor de Edad)** ❑ Fuera Del Estado

**Es un requisito completen esta forma para todos las paseos educativos o excursiones.**

Nombre del Estudiante

Feche de Nacimiento (para los propósitos de emergencia)

Dirección del Estudiante

Nombre de la Escuela

Clase/Programa

Maestro

Fecha(s) de Paseo Educativo/ la Excursión

Ubicación del Paseo Educativo / la Excursión

Proveedor de Transporte Escolar

1. **Por medio de la presente autorizó que mi hijo(a) o menor de edad (nombre escrito anteriormente) para participar en este paseo educativo o excursión.**
2. **Con respecto a la asistencia especial o modificaciones**: ¿Es necesario que se le facilite asistencia especial o modificaciones a su hijo(a) o menor de edad para que participe en este paseo educativo o excursión?
   ❑ No ❑ Si Explique por favor, _____
3. **Con respecto a la administración de medicamento**: Todos los medicamentos deben ser recetados, **incluyendo** los medicamentos sin receta. ¿Es requisito que su hijo(a) o menor de edad tome medicamento durante el curso de este paseo educativo o excursión?
   ❑ No ❑ Si **El padre o tutor legal debe comunicarse con su escuela** para obtener la solicitud SFA-5010S, "Autorización para tomar cualquier medicamento durante el horario escolar," forma SFA-5030S, "Autorización Para Cualquier Medicamento Tomado Durante Horas Escolares, Actividades Escolares, Y Paseo," o la forma SFA-5040S, "Extensión de la solicitud de autorización para tomar medicamento durante el paseo educativo y la excursión" (el cual debe ser firmado por el padre o tutor legal o el médico del niño(a) o menor de edad).
4. **Si usted tiene seguro médico, por favor registrelo:**

   Compañía de Seguro Médico | Número de Póliza | Número de Grupo

5. **Por favor enumere los nombres de contacto de emergencia adicional, si el padre/tutor no están disponible:**

   Contacto de emergencia | Teléfono

   Contacto de emergencia | Teléfono

6. **Conducta:** Yo comprendo cabalmente que todos los participantes deben de acatar y aceptar todas las reglas y los requisitos que rigen la conducta durante el Paseo Educativo o la Excursión. Hasta cierto punto permitido por el Código de Educación, cualquier participante que se determine estar en violación de las normas de conducta será enviado a casa a gasto propio del participante o gasto de sus padres o tutores legales.
7. **Renuncia de reclamaciones:** Comprendo que el artículo 35330 del Código Educativo de California establece la siguiente información:

   "Todas las personas participantes en los paseos educativos o las excursiones considerarán renunciar a todos los derechos (reclamaciones) en contra del distrito, una escuela autónoma, o el Estado de California por motivo de una lesión, un accidente, una enfermedad o fallecimiento ocurrido durante ó a causa del paseo educativo o la excursión. Todos los adultos que realicen paseos educativos o excursiones fuera del estado y todos los padres de familia o tutores legales de los alumnos que participen en paseos educativos o excursiones fuera del estado firmarán una declaración renunciando a todos los derechos."

   Al proveerle consentimiento a mi hijo(a) o al menor de edad para asistir y participar en este paseo educativo o excursión, yo renuncio a todas las reclamaciones en contra del distrito por motivo de una lesión, un accidente, una enfermedad, o fallecimiento ocurrido durante o por consecuencia de este paseo educativo o excursión.

   Yo comprendo que el distrito no requiere la participación de mi hijo(a) o del menor de edad en este paseo educativo o excursión y yo presento esta petición voluntariamente, debido a que deseo que mi hijo(a) o el menor de edad participe en el paseo educativo o excursión. Igualmente, comprendo que, si no autorizo la participación de mi hijo(a) o del menor de edad, éste participará en actividades alternativas, por las cuales mi hijo(a) o el menor de edad recibirá créditos completos.
8. **En caso de una enfermedad o una lesión,** por la presente doy consentimiento de cualquier transporte, radiografías, examen, anestesia, diagnostico quirúrgico médico, dental o tratamiento y cuidado de hospital por parte de un médico acreditado considerado necesario para la seguridad y el bienestar de mi hijo o del menor de edad. Queda entendido que los gastos generados serán la responsabilidad del (de los) padre(s) / del (de los) tutor(es) del menor de edad.
9. **He leído cuidadosamente esta solicitud, comprendo cabalmente su contexto y voluntariamente acepto los términos y su proceso.**

Firma de los Padres/Tutor

Fecha

Teléfono de Casa | Teléfono de Trabajo | Teléfono de celular o bíper

*Blanco – Supervisor de Paseo Educativo/Excursión* *Amarillo – Escuela* *Rosa – Padre/Madre/Guardián*

SFA 2010S, Rev. 6/17/2014

OXNARD SCHOOL DISTRICT

# Parent/Student CIF Heat Illness Information Sheet

**Why am I getting this information sheet?**

You are receiving this information sheet about Heat Illness because of California state law AB 2800 (effective January 1, 2019), now Education Code § 35179 and CIF Bylaws 22.B.(9) and 503.K (Approved Federated Council January 31, 2019):

1. The law requires a student athlete who has been removed from practice or play after displaying signs and symptoms associated with heat illness must receive a written note from a licensed health care provider before returning to practice.
2. Before an athlete can start the season and begin practice in a sport, a Heat Illness information sheet must be signed and returned to the school by the athlete and the parent or guardian.

Every 2 years all coaches are required to receive training about concussions (AB 1451), heat illness (AB 2800) as well as certification in First Aid training, CPR, and AEDs (life-saving electrical devices that can be used during CPR).

**What is Heat Illness and how would I recognize it?**

Exercise produces heat within the body and can increase the player's body temperature. Add to this a hot or humid day and any barriers to heat loss such as padding and equipment, and the temperature of the individual can become dangerously high.

Heat Illness occurs when metabolically produced heat combines with that gained from the environment to exceed the heat and large sweat losses. Young athletes should be pre-screened at their pre-participation physical exam form education/supplement use, cardiac disease, history of sickle cell trait, and previous heat injury. Athletes with any of these factors should be supervised closely during strenuous activities in a hot climate. Fatal heat stroke occurs most frequently among obese high school middle lineman.

Much of one's body heat is eliminated by sweat. Once this water leaves the body, it must be replaced. Along with water loss, many other minerals are lost in the sweat. Most of the commercial drinks now available contain these minerals, such as Gatorade, etc., but just plain water is all that is really required because the athlete will replace the lost minerals with his/her normal diet.

**PREVENTION**: There are several steps which can be taken to prevent heat illness from occurring:

**ADEQUATE HYDRATION**: The athlete should arrive at practice well-hydrated to reduce the risk of dehydration. The color of the urine can provide a quick guess at how hydrated the athlete. If the urine is dark like apple juice means the athlete is dehydrated. If the urine is light like lemonade in color means the athlete seems adequately hydrated.

Water or sports drinks should be readily available to athletes during practice and should be served ideally chilled in containers that allow adequate volumes of fluid to be ingested.

Water breaks should be given at least every 30-45 minutes and should be long enough to allow athletes to ingest adequate volumes of fluid.

Athletes should be instructed to continue fluid replacement in between practice sessions.

**GRADUAL ACCLIMATIZATION:** Intensity and duration of exercise should be gradually increased over a period of 7-14 days to give athletes' time to build fitness levels and become accustomed to practicing in the heat. Protective equipment should be introduced in phases (start with helmet, progress to helmet and shoulder pads, and finally fully uniform).

**HEAT EXHAUSTION:** Inability to continue exercise due to heat-induced symptoms. Occurs with an elevated body-core temperature between 97- and 104-degrees Fahrenheit.

| | |
|---|---|
| • Dizziness, lightheadedness, weakness | • Profuse sweating |
| • Headache | • Cool, clammy skin |
| • Nausea | • Hyperventilation |
| • Diarrhea, urge to defecate | • Decreased urine output |
| • Pallor, chills | |

**TREATMENT:** Stop exercise, move player to a cool place, remove excess clothing, give fluids if conscious, COOL BODY: fans, cold water, ice towels, or ice packs. Fluid replacement should occur as soon as possible. The athlete should be referred to a hospital emergency if recovery is not rapid. When in doubt, CALL 911. Athletes with heat exhaustion should be assessed by a physician as soon as possible in all cases.

**HEAT STROKE**: Dysfunction or shutdown of body systems due to elevated body temperature which cannot be controlled. This occurs with a body-core temperature greater than 107 degrees Fahrenheit.

**WARNING SYMPTOMS:**

**This is a MEDICAL EMERGENCY. Death may result if not treated properly and rapidly.**

Treatment: Stop exercise, Call 911, remove from heat, remove clothing, immerse athlete in cold water for aggressive, rapid cooling (if immersion is not possible, cool the athlete as described for heat exhaustion), monitor vital signs until paramedics arrive.

| ***Signs observed by teammates, parents and coaches include:*** | |
|---|---|
| • Dizziness | • Weakness |
| • Drowsiness, loss of consciousness | • Hot and wet or dry skin |
| • Seizures | • Rapid heartbeat, low blood pressure |
| • Staggering, disorientation | • Hyperventilation |
| • Behavioral/cognitive changes (confusion, irritability, aggressiveness, hysteria, emotional instability) | • Vomiting, diarrhea |

**Final Thoughts for Parents and Guardians:**

Heat stress should be considered when planning and preparing for any sports activity. Summer and fall sports are conducted in very hot and humid weather in many parts of the California. Many of the heat problems have been associated with football, due to added equipment which acts as a barrier to heat dissipation. Several heatstroke deaths continue to occur each season in the United States. There is no excuse for heatstroke deaths if the proper precautions are taken.

You should also feel comfortable talking to the coaches or athletic trainer about possible heat illness signs and symptoms that you may be seeing in your child.

I acknowledge that I have received and read the CIF Heat Illness Information Sheet.

Student-Athlete Name - *Printed* Student-Athlete - *Signature* Date

Parent Or Legal Guardian Name - *Printed* Parent or Legal Guardian - *Signature* Date

DISTRITO ESCOLAR DE OXNARD

# Hoja de información CIF para padres/estudiantes referente a la insolación

**¿Por qué me han enviado esta información?**

Usted ha recibido esta hoja informativa referente a la insolación debido a lo indicado por la Ley AB 2800 de California (efectiva el 1º de enero del 2019), el cual ahora es parte del Código de Educación § 35179 y de los reglamentos CIF 22.B.(9) y 503.K (aprobados por el Concilio Federal el 31 de enero del 2019):

1. La ley requiere que cualquier atleta estudiante que haya sido excluido de las prácticas o de algún partido debido a que ha mostrado señales y síntomas relacionados con la insolación (infarto de calor), debe recibir una nota escrita de un proveedor acreditado de cuidados médicos antes de regresar a las prácticas de atletismo.
2. Antes que un atleta pueda comenzar la temporada y comience las prácticas deportivas, los padres o tutores legales deben firmar y entregar a la escuela una Hoja de información sobre la insolación.

Cada dos años todos los entrenadores tienen el requisito de recibir entrenamiento sobre sobre las contusiones cerebrales (AB 1451), la insolación (AB 2800) al igual que una certificación de entrenamiento sobre primeros auxilios, resucitación cardiopulmonar (CPR, en inglés) y los instrumentos eléctricos (AEDs, en inglés) que se pueden utilizar para salvar la vida durante una resucitación cardiopulmonar (CPR).

**¿Qué es la insolación y como puedo identificar los síntomas?**

El ejercicio produce calor dentro del cuerpo y puede incrementar la temperatura del cuerpo del atleta. Si a esto se agregan un día caluroso o húmedo, más las barreras que impiden la disipación del calor como el equipo de amortiguación en el uniforme deportivo, la temperatura corporal del individuo puede aumentar peligrosamente.

La insolación ocurre cuando el calor producido por el metabolismo corporal se combina con el calor que proviene del medioambiente, lo que ocasiona calor excesivo y grandes pérdidas de sudor. Previo a su participación, los atletas jóvenes deben ser evaluados durante su examen médico para diagnosticar enfermedades cardiacas, historial de células falciformes (sickle cell trait, en inglés) y traumas previos debido al calor. Los atletas que presenten cualquiera de estos casos deben ser supervisados cuidadosamente durante las actividades estrenuas realizadas en climas calientes. El infarto fatal debido al calor ocurre más frecuentemente entre los atletas obesos de preparatoria que juegan la posición de defensas medios.

La mayoría del calor corporal es eliminado por medio del sudor. El líquido debe ser reemplazado después que ha salido del cuerpo. Junto con la perdida de agua, el cuerpo pierde muchos otros minerales por medio del sudor. La mayoría de las bebidas comerciales disponibles, tales como Gatorade, etc., contienen estos minerales; sin embargo, lo que realmente se necesita es solamente agua debido a que el atleta recuperará los minerales perdidos por medio de su dieta regular.

**PREVENCIÓN:** Existen varios pasos que deben seguirse para prevenir un infarto debido al calor:

**LA HIDRATACIÓN APROPIADA**: El atleta debe llegar a sus prácticas deportivas bien hidratado para reducir el riesgo de deshidratación. El color de la orina puede mostrar fácilmente el nivel de hidratación del atleta. Si la orina es obscura parecido al jugo de manzana, eso significa el atleta está deshidratado. Si la orina es clara como el color de la limonada, eso significa que el atleta está propiamente hidratado.

En las prácticas debe haber agua y bebidas deportivas fácilmente disponibles para los atletas y de preferencia deben servirse frías y en envases que permitan la ingestión de líquidos en volúmenes apropiados.

También debe haber recesos para beber agua por lo menos cada 30 o 45 minutos y los recesos deben ser suficientemente largos para ingerir volúmenes apropiados de líquidos.

A los atletas se les debe instruir que deben continuar remplazando los líquidos antes y después de las sesiones de práctica.

**LA ACLIMATACIÓN GRADUAL:** La intensidad y la duración del ejercicio debe incrementarse gradualmente durante un periodo de 7 a 14 días para que el atleta pueda alcanzar niveles apropiados de aptitud física y su cuerpo se acostumbre a practicar en el calor. El equipo protector debe introducirse de manera gradual (comenzando con el casco, después el casco y las hombreras, y finalmente el uniforme completo).

**EL AGOTAMIENTO DEBIDO AL CALOR:** Es la inhabilidad de continuar ejercitando debido a los síntomas producidos por el calor. Esto ocurre cuando la temperatura básica del cuerpo se encuentra entre los 97 y los 104 grados Fahrenheit.

| | |
|---|---|
| • Vértigo, mareo, debilidad | • Sudor abundante |
| • Dolor de cabeza | • Piel viscosa y fría |
| • Náusea | • Hiperventilación |
| • Diarrea, urgencia para defecar | • Reducción en la producción de orina |
| • Palidez, escalofríos | |

**TRATAMIENTO:** Dejar de ejercitar, acudir a un lugar frío, quitar la ropa excesiva, beber líquidos si la persona está consiente, ENFRIAR EL CUERPO: con ventiladores, agua fría, toallas heladas, o esponjas húmedas congeladas (ice packs). Debe comenzar la recuperación de líquidos tan pronto como sea posible. Si su recuperación no ese rápida, el atleta debe ser llevado a la sala de emergencias del hospital. Si existen dudas, LLAME AL 911. En todos los casos, los atletas que sufren agotamiento debido al calor deben ser evaluados por un médico tan pronto como sea posible.

**INFARTO DEBIDO AL CALOR:** Es el mal funcionamiento o paralización de los sistemas corporales debido a la alta temperatura del cuerpo la cual está fuera de control. Esto ocurre cuando la temperatura básica del cuerpo es mayor a los 107 grados Fahrenheit.

**SÍNTOMAS DE ALARMA:**

**Los siguientes síntomas representan una EMERGENCIA MÉDICA. Podría ocasionar la muerte si no se ofrece tratamiento médico inmediato y apropiado.**

Tratamiento: dejar de ejercitar, llamar al 911, alejar del calor, desvestirse, sumergir al atleta en agua fría para un enfriamiento rápido y eficaz (si no es posible sumergir al atleta, enfriar al atleta siguiendo el tratamiento para el agotamiento debido al calor), vigilando los signos vitales hasta que lleguen los paramédicos.

| *Los síntomas que han sido observados por los jugadores, padres y entrenadores incluyen:* | |
|---|---|
| • Mareos (vértigo) | • Debilidad |
| • Letargo (adormecimiento), quedar inconsciente | • Piel caliente, húmeda o seca |
| • Convulsiones (ataques epilépticos) | • Pulso rápido, baja presión sanguínea |
| • Tambaleo, tropiezos, desorientación | • Hiperventilación |
| • Cambios cognitivos y de comportamiento (confusión, irritabilidad, agresividad, histeria, inestabilidad emocional) | • Vómito, diarrea |

**Consejos finales para los padres y tutores legales:**

Cada vez que planee y prepare cualquier actividad deportiva usted debe tomar en cuenta el estrés que será producido por el calor. En varias regiones de California, los deportes de verano y otoño a menudo se realizan en climas muy calientes y húmedos. Muchos de los problemas ocasionados por el calor se relacionan con el futbol Americano, debido al equipo adicional que los atletas deben vestir y el cual actúa como una barrera que impide la disipación del calor. Durante cada temporada deportiva en los Estados Unidos continúan sucediendo varias muertes debido a los infartos por el calor. Si se toman las precauciones apropiadas, no existe ninguna excusa para permitir que suceda una muerte debido a infarto por el calor.

Usted debe tener la confianza de hablar con los entrenadores o manejadores de atletismo referente a los posibles síntomas de insolación y sobre los síntomas que tal vez usted observa en su hijo.

Yo confirmo que he recibido y leído La Hoja de información CIF referente a la insolación.

| | | |
|---|---|---|
| Nombre del estudiante/atleta – *Letra de molde* | Firma del estudiante/atleta | Fecha |
| Nombre de padre/madre/tutor legal - *Letra de molde* | Firma de padre/madre/tutor legal | Fecha |

OXNARD SCHOOL DISTRICT

# Prescription Opioids: What You Need to Know

Prescription opioids can be used to help relieve moderate-to-severe pain and are often prescribed following a surgery or injury, or for certain health conditions. These medications can be an important part of treatment but also come with serious risks. It is important to work with your health care provider to make sure you are getting the safest, most effective care.

Prescription opioids carry serious risks of addiction and overdose, especially with prolonged use. An opioid overdose, often marked by slowed breathing, can cause sudden death. The use of prescription opioids can have a number of side effects as well, even when taken as directed.

**Side effects may include one or more of the following:**

- Tolerance - meaning you might need to take more of a medication for the same pain relief
- Physical dependence—meaning you have symptoms of withdrawal when a medication is stopped
- Increased sensitivity to pain
- Constipation
- Nausea, vomiting, and dry mouth
- Sleepiness and dizziness
- Confusion
- Depression
- Low levels of testosterone that can result in lower sex drive, energy, and strength
- Itching and sweating

**Risks are greater with the following:**

- History of drug misuse, substance use disorder, or overdose
- Mental health conditions (such as depression or anxiety)
- Sleep apnea
- Older age (65 years or older)
- Pregnancy

**Unless specifically advised by your health care provider, medications to avoid include:**

- Benzodiazepines (such as Xanax or Valium)
- Muscle relaxants (such as Soma or Flexeril)
- Hypnotics (such as Ambien or Lunesta)
- Other prescription opioids
- In addition, avoid alcohol while taking prescription opioids.

## KNOW YOUR OPTIONS

**Talk to your health care provider about ways to manage your pain that do not involve prescription opioids. Some of these options may actually work better and have fewer risks and side effects. Options may include:**

- Pain relievers such as acetaminophen, ibuprofen, and naproxen
- Some medications that are also used for depression or seizures
- Physical therapy and exercise
- Cognitive behavioral therapy, a psychological, goal-directed approach, in which patients learn how to modify physical, behavioral, and emotional triggers of pain and stress.

## IF YOU ARE PRESCRIBED OPIOIDS FOR PAIN:

- Never take opioids in greater amounts or more often than prescribed.
- Follow up with your primary health care provider within.
  - Work together to create a plan on how to manage your pain.
  - Talk about ways to help manage your pain that don't involve prescription opioids.
  - Talk about any and all concerns and side effects.
- Help prevent misuse and abuse.
  - Never sell or share prescription opioids.
  - Never use another person's prescription opioids.
- Store prescription opioids in a secure place and out of reach of others (this may include visitors, children, friends, and family).
- Safely dispose of unused prescription opioids: Find your community drug take-back program or your pharmacy mail-back program, or lush them down the toilet, following guidance from the Food and Drug Administration:
  www.fda.gov/Drugs/ResourcesForYou
- Visit www.cdc.gov/drugoverdose to learn about the risks of opioid abuse and overdose.
- If you believe you may be struggling with addiction, tell your health care provider and ask for guidance or call SAMHSA's National Helpline at 1-800-662-HELP.

LEARN MORE:
www.cdc.gov/drugoverdose/prescribing/guideline.html

| Student-athlete Name Printed | Student-athlete Signature | Date |
|---|---|---|
| Parent or Legal Guardian Printed | Parent or Legal Guardian Signature | Date |

**Legal References:**
California Education Code section 49476

Adapted from the Center for Disease Control and Prevention and the American Hospital Association

DISTRITO ESCOLAR DE OXNARD

# Opioides recetados: lo que necesita saber

Los opioides recetados son medicamentos que sirven para aliviar el dolor moderado a intenso y suelen ser recetados luego de una cirugía o de sufrir una lesión, o ante ciertos problemas de salud. Estos medicamentos pueden ser una parte importante del tratamiento, aunque también implican riesgos graves. Es importante comunicarse con su proveedor de atención médica para asegurarse que está obteniendo la atención más segura y eficaz.

Los riesgos más graves de los opioides recetados son la adicción y la sobredosis, especialmente con el uso prolongado. Una sobredosis con opioides puede reducir la frecuencia respiratoria y provocar la muerte repentina. Los opioides recetados pueden tener efectos secundarios, incluso si se toman según las indicaciones.

**Los efectos secundarios pueden incluir uno o más de los siguientes:**

- Tolerancia: la necesidad de tomar más medicamentos para lograr la misma reducción del dolor
- Dependencia física: aparición de síntomas de abstinencia al interrumpir el consumo
- Mayor sensibilidad al dolor
- Estreñimiento: es el efecto secundario más común
- Náuseas, vómitos y sequedad de boca
- Somnolencia y mareo
- Confusión
- Depresión
- Bajos niveles de testosterona, que pueden resultar en un menor impulso sexual, energía y fuerza
- Comezón y sudor

**Los riesgos son mayores con lo siguiente:**

- Tiene antecedentes de abuso de drogas, trastorno de consumo de sustancias o sobredosis
- Tiene una condición de salud mental, (como depresión o ansiedad)
- Tiene apnea del sueño
- Tiene 65 años o más
- Está embarazada

**A menos que su proveedor de atención médica lo indique específicamente, los medicamentos que debe evitar incluyen:**

- Benzodiacepinas (como Xanax o Valium)
- Relajantes musculares (como Soma o Flexeril)
- Pastillas para dormir (como Ambien o Lunesta)
- Otros opioides recetados
- Adicionalmente, evite el consumo de alcohol mientras esté tomando opioides recetados.

## SEPA CUÁLES SON SUS OPCIONES

**Hable con su proveedor de atención médica acerca de las maneras de controlar el dolor sin tener que usar opioides. Algunas de esas opciones podrían dar mejores resultados y presentar menores riegos y efectos secundarios. Las opciones podrían ser las siguientes:**

- Otros analgésicos, como acetaminofeno (Tylenol), ibuprofeno (Advil, Motrin) o naproxeno
- Algunos medicamentos que también se emplean contra la depresión y las convulsiones.
- Fisioterapia y ejercicios
- Terapia cognitiva conductual, un enfoque psicológico dirigido por objetivos donde los pacientes aprenden a modificar las causas físicas, conductuales y emocionales del dolor y el estrés.

## SI LE RECETAN OPIOIDES PARA EL DOLOR:

- Nunca tome opioides en más cantidades o más seguido que lo indicado.
- Haga un seguimiento con su proveedor de atención médica.
    - Establezcan juntos un plan para tratar el dolor.
    - Analicen posibilidades para tratar el dolor, las cuales no incluyan opioides recetados.
    - Hable de sus inquietudes y de los efectos secundarios.
- Ayude a evitar el mal uso y el abuso.
    - Nunca venda ni comparta opioides recetados.
    - Nunca use los opioides recetados de otra persona.
- Guarde los opioides recetados en un lugar seguro y lejos del alcance de otras personas. (Esto puede incluir visitas, niños, amigos y familiares).
- Deshágase de manera segura de los opioides recetados que le sobren. Encuentre el programa de devolución de medicamentos de su comunidad o el programa de devolución de medicamentos de su farmacia o tírelos en el inodoro, siguiendo las instrucciones de la Administración de Alimentos y Medicamentos: www.fda.gov/Drugs/ResourcesForYou.
- Visite www.cdc.gov/drugoverdose para conocer los riesgos del abuso y la sobredosis de opioides
- Si cree que puede estar luchando contra la adicción, infórmeselo a su proveedor de atención médica y solicite orientación o llame a la línea de ayuda nacional de SAMHSA al 1-800-662-HELP.

APRENDE MÁS:
www.cdc.gov/drugoverdose/prescribing/guideline.html

| Nombre del Estudiante Deportista | Firma del Estudiante Deportista | Fecha |
|---|---|---|
| Nombre del Padre o Tutor Legal | Firma del Padre o Tutor Legal | Fecha |

**Referencias legales:**
**Sección del Código de Educación de California 49476**

Adaptado de los Centros para el Control y Prevención de Enfermedades (CDC, por sus siglas en inglés) y La Asociación de Hospital Americano

OXNARD SCHOOL DISTRICT

**Parent/Student CIF Steroid Information Sheet and Acknowledgement**

"As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition." (CIF Bylaw 503.I)

Our School District Policy (BP 5131.63):

The Governing Board recognizes that the use of steroids and other performance-enhancing supplements presents a serious health and safety hazard. As part of the district's drug prevention and intervention efforts, the Superintendent or designee and staff shall make every reasonable effort to prevent students from using steroids or other performance-enhancing supplements.

Students in grades 7-12 shall receive a lesson on the effects of steroids as part of their health, physical education, or drug education program.

Students participating in interscholastic athletics are prohibited from using steroids and dietary supplements banned by the U.S. Anti-Doping Agency as well as the substance synephrine. (Education Code 49030)

Before participating in interscholastic athletics, a student athlete and his/her parent/guardian shall sign a statement that the student athlete pledges not to use androgenic/anabolic steroids and dietary supplements banned by the U.S. Anti-Doping Agency and the substance synephrine, unless the student has a written prescription from a licensed health care practitioner to treat a medical condition.

A student who is found to have violated the agreement or this policy shall be restricted from participating in athletics and shall be subject to disciplinary procedures including, but not limited to, suspension or expulsion in accordance with law, Board policy, and administrative regulation.

Coaches shall educate students about the district's prohibition and the dangers of using steroids and other performance-enhancing supplements.

The Superintendent or designee shall ensure that district schools do not accept sponsorships or donations from supplement manufacturers that offer muscle-building supplements to students.

Acknowledgement

By signing below, both the participating student-athlete and the parents, legal guardians/caregiver hereby agree that the student-athlete named herein, shall not use androgenic/anabolic steroids without the written prescription of a fully-licensed physician (as recognized by the AMA) to treat a medical condition. We also recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the [insert name of school] policy regarding the use of illegal drugs will be enforced for any violations of these rules.

I acknowledge that I have received and read the CIF Steroid Information Sheet.

| | | |
|---|---|---|
| Student-Athlete Name - *Printed* | Student-Athlete - *Signature* | Date |
| Parent or Legal Guardian Name - *Printed* | Parent or Legal Guardian - *Signature* | Date |

DISTRITO ESCOLAR DE OXNARD

**Hoja CIF de información y compromiso de los padres y estudiantes sobre los esteroides**

"Como condición de membresía en el CIF, todas las escuelas que son miembros deberán adoptar normas que prohíban el uso y abuso de los esteroides androgénicos/anabólicos. Todas estas escuelas deberán confirmar que los estudiantes atletas participantes y sus padres, el tutor legal/cuidador están de acuerdo que el atleta no usará esteroides anabólicos sin la receta prescrita por medio de un examen físico con licencia plena (como lo reconoce la Asociación Médica Americana, AMA) para tratar una condición médica". (Estatuto CIF 503.I)

Nuestra norma del distrito escolar (BP 5131.63):

La Mesa Directiva Gobernante reconoce que el uso de esteroides y otros suplementos para mejorar el rendimiento físico representa un grave peligro para la salud y la seguridad. Como parte de los esfuerzos distritales de prevención e intervención del uso de drogas, el superintendente o la persona designada y el personal deberán hacer todos los esfuerzos razonables para evitar que los estudiantes usen esteroides u otros suplementos para mejorar el rendimiento físico.

Como parte de sus programas de salud, educación física o educación sobre las drogas, los estudiantes en los grados 7 al 12 recibirán una lección sobre los efectos de los esteroides.

Los estudiantes que participan en el atletismo escolar tienen prohibido el uso de esteroides y suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia sinefrina (synephrine, en inglés). (Código de Educación 49030).

Antes de participar en el atletismo escolar, un estudiante atleta y su padre/madre/tutor legal deberán firmar una declaración donde el estudiante atleta se compromete a no usar esteroides androgénicos/anabólicos y/o suplementos dietéticos prohibidos por la Agencia Antidopaje de los Estados Unidos, incluyendo la sustancia Sinefrina (Synephrine, en inglés), a menos que el estudiante haya recibido una receta médica escrita por un profesional de la salud que posea autorización para tratar condiciones médicas.

Cualquier estudiante que haya violado el acuerdo o esta norma no podrá participar en el atletismo escolar y estará sujeto a los procedimientos disciplinarios los cuales incluyen, entre otros, la suspensión o expulsión de acuerdo con la ley, las normas de la Mesa Directiva y los reglamentos administrativos.

Los entrenadores deben educar a los estudiantes sobre las prohibiciones del distrito y los peligros del uso de esteroides y otros suplementos para mejorar el rendimiento físico.

El Superintendente o la persona designada se asegurarán que las escuelas del distrito no acepten patrocinios o donaciones de fabricantes de suplementos que ofrezcan suplementos de desarrollo muscular a los estudiantes.

Compromiso

Al firmar este documento, el estudiante atleta participante junto con sus padres, tutores legales/cuidadores están de acuerdo que el estudiante atleta mencionado en este documento no utilizará esteroides androgénicos/anabólicos sin una prescripción escrita por un médico que posea autorización plena para tratar condiciones médicas (tal como lo reconoce la Asociación Médica Americana, AMA). También reconocemos que según el reglamento CIF 202, podrían existir penalidades por el uso de información falsa o fraudulenta. Además comprendemos que la escuela [insert name of school] seguirá las normas referentes al uso ilegal de drogas en caso de que ocurran violaciones a estos reglamentos.

Yo confirmo que he recibido y leído la Hoja de información CIF referente a los esteroides.

| | | |
|---|---|---|
| Nombre del estudiante/atleta – *Letra de molde* | Firma del estudiante/atleta | Fecha |
| Nombre de padre/madre/tutor legal - *Letra de molde* | Firma de padre/madre/tutor legal | Fecha |

Oxnard School District

# Sudden Cardiac Arrest Information Sheet

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens blood stops flowing to the brain and other vital organs. SCA is NOT a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure.

Recognize the Warning Signs and Risk Factors of Sudden Cardiac Arrest.

Tell your coach and consult your health care provider if these conditions are present in your student athlete:

Potential indicators that SCA may occur:

- ☐ Fainting or seizure, especially during or right after exercise;
- ☐ Fainting repeatedly or with excitement or startle;
- ☐ Excessive shortness of breath during exercise;
- ☐ Racing or fluttering heart palpitations or irregular heartbeat;
- ☐ Repeated dizziness or lightheadedness;
- ☐ Chest pain or discomfort with exercise;
- ☐ Excessive, unexpected fatigue during or after exercise.

Factors that increase the Risk of SCA:

- ☐ Known structural heart abnormality, repaired or unrepaired;
- ☐ Family members with unexplained fainting, seizures, drowning or near drowning, or car accidents;
- ☐ Family history of known heart abnormalities or sudden death before age 50;
- ☐ Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD);
- ☐ Use of drugs, such as cocaine, inhalants, "recreactional" drugs, excessive energy drinks or performance-enhancing supplements.

## How Common is Sudden Cardiac Arrest in the United States?

As the leading cause of death in the U.S., there are more than 300,000 cardiac arrests outside hospitals each year, with nine out of 10 resulting in death. Thousands of sudden cardiac arrests occur among youth, as it is the #2 cause of death under 25 and the #1 killer of student athletes during exercise.

## Who is at Risk for Sudden Cardiac Arrest?

SCA is more likely to occur during exercise or physical activity, so student athletes are at greater risk. While a heart condition may have no warning signs, studies show that many young people do have symptoms but neglect to tell an adult. This may be because they are embarrassed, they do not want to jeopardize their playing time, they mistakenly think they are out of shape and need to train harder, or they simply ignore the symptoms, assuming they will "just go away." Additionally, some health history factors increase the risk of SCA.

## What Should You do if your Student Athlete is Experiencing any of these Symptoms?

We need to let student-athletes know that if they experience any SCA-related symptoms it is crucial to alert an adult and get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for your doctor's feedback before returning to play, and alert your coach, trainer and school nurse about any diagnosed conditions.

## Return to Play (RTP)

The California Interscholastic Federation (CIF) amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting. A student athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider (medical doctor or doctor of osteopathy). Parents, guardians and caregivers are urged to dialogue with student athletes about their heart health.

## Acknowledgment

I have reviewed and understand the symptoms and warning signs of SCA and the new CIF protocol to incorporate SCA prevention strategies into my student's sports program

| Student-athlete Name Printed | Student-athlete Signature | Date |
|---|---|---|
| Parent or Legal Guardian Printed | Parent or Legal Guardian Signature | Date |

Legal References:
California Interscholastic Federation Bylaw 503

Adapted from the Center for Disease Control and Prevention and the CIF

Oxnard School District

# Una ficha informativa acerca del Paro Cardíaco Repentino

El Paro Cardíaco Repentino (PCR) sucede cuando el corazón súbita e inesperadamente deja de latir. Cuando esto sucede, se detiene el flujo sanguíneo hacia el cerebro y otros órganos vitales. El PCR no es un paro cardíaco. Un paro cardíaco es causado por una obstrucción que detiene el flujo sanguíneo hacia el corazón. El PCR es una falla en el sistema eléctrico del corazón que hace que la víctima se colapse. Un defecto genético o congénito en la estructura del corazón es la causa de la falla.

Reconozca los factores de riesgo y los signos de advertencia delParo CardíacoRepentino.

Dígale al entrenador y consulte a su médico si su atleta adolescente padece estos síntomas:

Posibles indicadores de que podría suceder un PCR:

- ❑ Colapso o convulsiones, especialmente justo después de ejercitarse;
- ❑ Colapso frecuente, o por emoción o susto;
- ❑ Falta excesiva de aliento durante el ejercicio;
- ❑ Taquicardia o palpitaciones, o ritmo cardíaco irregular;
- ❑ Mareo o aturdimiento frecuente;
- ❑ Dolor o malestar en el pecho al ejercitarse;
- ❑ Fatiga excesiva e inesperada durante o después del ejercicio.

Factores que incrementan el riesgo de que suceda un PCR:

- ❑ La presencia de una anormalidad estructural del corazón, reparada o no reparada;
- ❑ Familiares que han sufrido sin explicación, colapsos, convulsiones, un accidente automovilístico, que se han ahogado o han estado a punto de ahogarse;
- ❑ Un historial clínico familiar de anormalidades cardíacas conocidas o muerte repentina antes de los 50 años;
- ❑ Un historial clínico familiar específico con casos del síndrome del QT largo, síndrome Brugada, miocardiopatía hipertrófica o displasia arritmogénica del ventrículo derecho (DAVD);
- ❑ El consumo de enervantes tales como cocaína, inhalantes, drogas "recreativas," bebidas de energía en exceso, y sustancias o suplementos para mejorar el rendimiento.

## ¿Qué tan común es el PCR en los Estados Unido?

Porser la principalcausa de muerte en los EE. UU.cada año suceden más de 300,000 paroscardíacoslejos de los hospitales, de los que nueve de cada diezson mortales. Miles de jóvenesson víctimas de los paroscardíacosrepentinos porser la segunda causa de muerte en menores de 25 añosyla principal razón por la que mueren los atletas adolescentes durante el ejercicio.

## ¿Quién corre el riesgo de sufrir un paro cardíaco repentino?

Los atletas adolescentes corren más riesgo de sufrir un paro cardíaco repentino debido a que tiende a suceder durante el ejercicio o la actividad física. Aunque una enfermedad cardíaca no siempre demuestra signos de advertencia, los estudios demuestran que muchos jóvenes sí tienen síntomas pero no se lo dicen a un adulto. Esto puede ser porque les da pena, no quieren que los saquen de un partido, creen erróneamente que les falta condición física y solamente necesitan entrenar más, o simplemente ignoran los síntomas y suponen que "desaparecerán." Algunos factores de antecedentes clínicos también aumentan el riesgo de que suceda un PCR.

## ¿Qué debe hacer si su atleta adolescente padece alguno de estos síntomas?

Debemos informarles a los atletas adolescentes que si padecen cualquier síntoma del PCR, es de suma importancia avisarle a un adulto y consultar con un médico de cabecera lo antes posible. Si el atleta presenta cualquiera de los factores que incrementan el riesgo de que suceda un PCR, deberá consultar a un médico para ver la posibilidad de que se le hagan más pruebas. Espere la respuesta del médico antes de que su adolescente vuelva a jugar y además, avise a su entrenador y a la enfermera escolar de cualquier afección diagnosticada.

## Volver a Jugar

Federación Interescolar de California (CIF) enmendó sus estatutos para poder incluir lenguaje que incluye capacitación acerca del PCR como requisito en la certificación de entrenadores deportivos. Además, esto ayuda a incluirla en el protocolo de entrenamiento y juego para que los entrenadores tengan la autoridad de sacar del juego a un atleta adolescente que se colapse. El atleta adolescente que haya sido suspendido de un juego después de mostrar signos o síntomas asociados con un PCR, no puede volver a jugar hasta que un médico certificado le haya evaluado y aprobado (medical doctor or doctor of osteopathy). Se les insta a los padres, tutores y cuidadores a que hablen con sus atletas adolescentes acerca de la salud del corazón. Igualmente.

He leído y entendido los síntomas y los signos de advertencia del PCR y el nuevo protocolo de la CIF para incluir medidas para prevenir que suceda un PCR dentro del programa deportivo de mi estudiante

| Nombre Del Atleta Adolescente | Firma Del Atleta Adolescente | Fecha |
|---|---|---|
| Nombre Del Padre/ Tutor | Firma Del Padre/ Tutor | Fecha |

Referencia legal:
Federación Interescolar de California Por Ley 503

# PREPARTICIPATION PHYSICAL EVALUATION
# HISTORY FORM

*(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)*

Date of Exam _____

Name _____ Date of birth _____

Sex _____ Age _____ Grade _____ School _____ Sport(s) _____

**Medicines and Allergies:** Please list all of the prescription and over-the-counter medicines and supplements (herbal and nutritional) that you are currently taking

_____

_____

_____

Do you have any allergies? ☐ Yes ☐ No If yes, please identify specific allergy below.
☐ Medicines ☐ Pollens ☐ Food ☐ Stinging Insects

**Explain "Yes" answers below. Circle questions you don't know the answers to.**

| GENERAL QUESTIONS | Yes | No |
|---|---|---|
| 1. Has a doctor ever denied or restricted your participation in sports for any reason? | | |
| 2. Do you have any ongoing medical conditions? If so, please identify below: ☐ Asthma ☐ Anemia ☐ Diabetes ☐ Infections Other: _____ | | |
| 3. Have you ever spent the night in the hospital? | | |
| 4. Have you ever had surgery? | | |
| **HEART HEALTH QUESTIONS ABOUT YOU** | **Yes** | **No** |
| 5. Have you ever passed out or nearly passed out DURING or AFTER exercise? | | |
| 6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise? | | |
| 7. Does your heart ever race or skip beats (irregular beats) during exercise? | | |
| 8. Has a doctor ever told you that you have any heart problems? If so, check all that apply: ☐ High blood pressure ☐ A heart murmur ☐ High cholesterol ☐ A heart infection ☐ Kawasaki disease Other: _____ | | |
| 9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram) | | |
| 10. Do you get lightheaded or feel more short of breath than expected during exercise? | | |
| 11. Have you ever had an unexplained seizure? | | |
| 12. Do you get more tired or short of breath more quickly than your friends during exercise? | | |
| **HEART HEALTH QUESTIONS ABOUT YOUR FAMILY** | **Yes** | **No** |
| 13. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 50 (including drowning, unexplained car accident, or sudden infant death syndrome)? | | |
| 14. Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia? | | |
| 15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator? | | |
| 16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning? | | |
| **BONE AND JOINT QUESTIONS** | **Yes** | **No** |
| 17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game? | | |
| 18. Have you ever had any broken or fractured bones or dislocated joints? | | |
| 19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches? | | |
| 20. Have you ever had a stress fracture? | | |
| 21. Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism) | | |
| 22. Do you regularly use a brace, orthotics, or other assistive device? | | |
| 23. Do you have a bone, muscle, or joint injury that bothers you? | | |
| 24. Do any of your joints become painful, swollen, feel warm, or look red? | | |
| 25. Do you have any history of juvenile arthritis or connective tissue disease? | | |

| MEDICAL QUESTIONS | Yes | No |
|---|---|---|
| 26. Do you cough, wheeze, or have difficulty breathing during or after exercise? | | |
| 27. Have you ever used an inhaler or taken asthma medicine? | | |
| 28. Is there anyone in your family who has asthma? | | |
| 29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ? | | |
| 30. Do you have groin pain or a painful bulge or hernia in the groin area? | | |
| 31. Have you had infectious mononucleosis (mono) within the last month? | | |
| 32. Do you have any rashes, pressure sores, or other skin problems? | | |
| 33. Have you had a herpes or MRSA skin infection? | | |
| 34. Have you ever had a head injury or concussion? | | |
| 35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems? | | |
| 36. Do you have a history of seizure disorder? | | |
| 37. Do you have headaches with exercise? | | |
| 38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling? | | |
| 39. Have you ever been unable to move your arms or legs after being hit or falling? | | |
| 40. Have you ever become ill while exercising in the heat? | | |
| 41. Do you get frequent muscle cramps when exercising? | | |
| 42. Do you or someone in your family have sickle cell trait or disease? | | |
| 43. Have you had any problems with your eyes or vision? | | |
| 44. Have you had any eye injuries? | | |
| 45. Do you wear glasses or contact lenses? | | |
| 46. Do you wear protective eyewear, such as goggles or a face shield? | | |
| 47. Do you worry about your weight? | | |
| 48. Are you trying to or has anyone recommended that you gain or lose weight? | | |
| 49. Are you on a special diet or do you avoid certain types of foods? | | |
| 50. Have you ever had an eating disorder? | | |
| 51. Do you have any concerns that you would like to discuss with a doctor? | | |
| **FEMALES ONLY** | | |
| 52. Have you ever had a menstrual period? | | |
| 53. How old were you when you had your first menstrual period? | | |
| 54. How many periods have you had in the last 12 months? | | |

Explain "yes" answers here

_____

_____

_____

_____

_____

_____

_____

_____

**I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.**

Signature of athlete _____ Signature of parent/guardian _____ Date _____

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HE0683 R-2581/0410

## PREPARTICIPATION PHYSICAL EVALUATION

# THE ATHLETE WITH SPECIAL NEEDS: SUPPLEMENTAL HISTORY FORM

Date of Exam _____

Name _____ Date of birth _____

Sex _____ Age _____ Grade _____ School _____ Sport(s) _____

| | | |
|---|---|---|
| 1. Type of disability | | |
| 2. Date of disability | | |
| 3. Classification (if available) | | |
| 4. Cause of disability (birth, disease, accident/trauma, other) | | |
| 5. List the sports you are interested in playing | | |
| | **Yes** | **No** |
| 6. Do you regularly use a brace, assistive device, or prosthetic? | | |
| 7. Do you use any special brace or assistive device for sports? | | |
| 8. Do you have any rashes, pressure sores, or any other skin problems? | | |
| 9. Do you have a hearing loss? Do you use a hearing aid? | | |
| 10. Do you have a visual impairment? | | |
| 11. Do you use any special devices for bowel or bladder function? | | |
| 12. Do you have burning or discomfort when urinating? | | |
| 13. Have you had autonomic dysreflexia? | | |
| 14. Have you ever been diagnosed with a heat-related (hyperthermia) or cold-related (hypothermia) illness? | | |
| 15. Do you have muscle spasticity? | | |
| 16. Do you have frequent seizures that cannot be controlled by medication? | | |

**Explain "yes" answers here**

_____

_____

_____

_____

_____

**Please indicate if you have ever had any of the following.**

| | **Yes** | **No** |
|---|---|---|
| Atlantoaxial instability | | |
| X-ray evaluation for atlantoaxial instability | | |
| Dislocated joints (more than one) | | |
| Easy bleeding | | |
| Enlarged spleen | | |
| Hepatitis | | |
| Osteopenia or osteoporosis | | |
| Difficulty controlling bowel | | |
| Difficulty controlling bladder | | |
| Numbness or tingling in arms or hands | | |
| Numbness or tingling in legs or feet | | |
| Weakness in arms or hands | | |
| Weakness in legs or feet | | |
| Recent change in coordination | | |
| Recent change in ability to walk | | |
| Spina bifida | | |
| Latex allergy | | |

**Explain "yes" answers here**

_____

_____

_____

_____

_____

**I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.**

Signature of athlete _____ Signature of parent/guardian _____ Date _____

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# PREPARTICIPATION PHYSICAL EVALUATION
# PHYSICAL EXAMINATION FORM

Name _____ Date of birth _____

## PHYSICIAN REMINDERS

1. Consider additional questions on more sensitive issues
   - Do you feel stressed out or under a lot of pressure?
   - Do you ever feel sad, hopeless, depressed, or anxious?
   - Do you feel safe at your home or residence?
   - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
   - During the past 30 days, did you use chewing tobacco, snuff, or dip?
   - Do you drink alcohol or use any other drugs?
   - Have you ever taken anabolic steroids or used any other performance supplement?
   - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
   - Do you wear a seat belt, use a helmet, and use condoms?
2. Consider reviewing questions on cardiovascular symptoms (questions 5–14).

| EXAMINATION | | |
|---|---|---|
| Height _____ Weight _____ ☐ Male ☐ Female | | |
| BP ____/____ (____/____) Pulse _____ Vision R 20/_____ L 20/_____ Corrected ☐ Y ☐ N | | |
| **MEDICAL** | **NORMAL** | **ABNORMAL FINDINGS** |
| Appearance<br>• Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperlaxity, myopia, MVP, aortic insufficiency) | | |
| Eyes/ears/nose/throat<br>• Pupils equal<br>• Hearing | | |
| Lymph nodes | | |
| Heart[a]<br>• Murmurs (auscultation standing, supine, +/- Valsalva)<br>• Location of point of maximal impulse (PMI) | | |
| Pulses<br>• Simultaneous femoral and radial pulses | | |
| Lungs | | |
| Abdomen | | |
| Genitourinary (males only)[b] | | |
| Skin<br>• HSV, lesions suggestive of MRSA, tinea corporis | | |
| Neurologic[c] | | |
| **MUSCULOSKELETAL** | | |
| Neck | | |
| Back | | |
| Shoulder/arm | | |
| Elbow/forearm | | |
| Wrist/hand/fingers | | |
| Hip/thigh | | |
| Knee | | |
| Leg/ankle | | |
| Foot/toes | | |
| Functional<br>• Duck-walk, single leg hop | | |

[a]Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.
[b]Consider GU exam if in private setting. Having third party present is recommended.
[c]Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

☐ Cleared for all sports without restriction

☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

_____

☐ Not cleared

- ☐ Pending further evaluation
- ☐ For any sports
- ☐ For certain sports _____

Reason _____

Recommendations _____

_____

**I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).**

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

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HF6569 9-2661/0410

# PREPARTICIPATION PHYSICAL EVALUATION
# CLEARANCE FORM

Name _____ Sex ☐ M ☐ F Age _____ Date of birth _____

☐ Cleared for all sports without restriction

☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

_____

☐ Not cleared

- ☐ Pending further evaluation
- ☐ For any sports
- ☐ For certain sports _____
  Reason _____

Recommendations _____

**I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).**

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

**EMERGENCY INFORMATION**

Allergies _____

Other information _____

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# PREPARTICIPACIÓN EVALUACIÓN FÍSICA

## FORMA DE HISTORIA MÉDICA

*(Nota: Este formulario debe ser llenado por el paciente y los padres antes de ver al médico. El médico debe mantener esta forma en el gráfico.)*

Fecha de Examen Médico _____

Nombre _____ Fecha de Nacimiento _____

Sexo _____ Edad _____ Grado _____ Escuela _____ Deporte(s) _____

Medicinas y Alergias: Escribe una lista de todas las medicinas de receta y suplementos (herbales y nutricionales) que estás tomando

¿Tienes alergias? Sí No Si tienes alergias, indica la alergia
- Medicinas
- Pólen
- Comidas
- Insectos específica

Explica las respuestas de "Sí" abajo.

| Preguntas Generales | Sí | No |
|---|---|---|
| 1. ¿Ha sido restringido por un médico para participar en deportes por alguna razón? | | |
| 2. ¿Tienes problemas médicos continuamente? Si sí, indica abajo:<br>☐ Asma ☐ Anemia ☐ Diabetes ☐ Infecciones<br>☐ Otro: _____ | | |
| 3. ¿Has pasado la noche en un hospital? | | |
| 4. ¿Has tenido alguna cirugía? | | |
| **Preguntas de la salud de tu corazón** | **Sí** | **No** |
| 5. ¿Alguna vez has desmayado o casi desmayado durante o después del ejercicio? | | |
| 6. ¿Has sentido dolores, o presión en tu pecho mientras haces ejercicios? | | |
| 7. ¿Su corazón siempre corre o salta latidos (latidos irregulares) durante el ejercicio? | | |
| 8. ¿Ha dicho tu médico que tienes problemas médicos con tu corazón? Si Sí, chequea todo que aplica:<br>☐ Alta presión sanguínea ☐ soplo cardíaco<br>☐ Colesterol alto ☐ Infección del corazón<br>☐ Enfermedad de Kawasaki Otro: _____ | | |
| 9. ¿Ha pedido un médico un examen médico de tu corazón? | | |
| 10. ¿Te sientes mareado o tienes dificultad respirando durante el ejercicio? | | |
| 11. ¿Has tenido un incautación inexplicable? | | |
| 12. ¿Te sientes más cansado o tienes más dificultad de respirar que tus amigos cuando haces ejercicios? | | |
| **Preguntas de la salud de los corazones de tu familia** | **Sí** | **No** |
| 13. ¿Ha fallecido un miembro de la familia de problemas del corazón o de una muerte inexplicable antes de la edad de 50 años? (incluyendo ahogo, un accidente de coche inexplicable, o síndrome de muerte súbita infantil) | | |
| 14. ¿Hay alguien en su familia que tiene miocardiopatía hipertrófica, síndrome de Marfan, la miocardiopatía arritmogénica del ventrículo derecho, síndrome de QT largo, síndrome de QT corto, síndrome de Brugada o taquicardia ventricular polimórfica catecolaminérgica? | | |
| 15. ¿Tiene alguién en tu familia un problema del corazón, usa un marca pasos o un desfibrilador implantado? | | |
| 16. ?Tiene alguien en tu familia desmayos inexplicables, incautaciones inexplicables o casi ahogo? | | |
| **Preguntas de huesos y articulaciones** | **Sí** | **No** |
| 17. ¿Ha tenido una lesión en un hueso, músculo, ligamento o tendón que le hize perder un entrenamiento o un partido? | | |
| 18. ¿Alguna vez te has quebrado o fracturado un hueso o dislocado una articulación o coyuntura? | | |
| 19. ¿Ha tenido una lesión que requiera radiografías, resonancia magnética, CT, inyecciones, terapia, un aparato ortopédico, un yeso o muletas? | | |
| 20. ¿Alguna vez has tenido una fractura de estrés? | | |
| 21. ¿Te han dicho alguna vez que tiene o ha tenido una radiografía para la inestabilidad del cuello o la inestabilidad atlantoaxial? (Síndrome de Down o enanismo) | | |
| 22. ¿Utiliza regularmente un aparato ortopédico, ortopédicos, u otro dispositiva de ayuda? | | |
| 23. ¿Tiene un hueso, músculo o lesión de la articulación que le molesta? | | |
| 24. ¿Alguna de sus articulaciones se vuelven dolorosas, hinchadas, se sienten calientes, o se ven de color rojo? | | |
| 25. ¿Tiene antecedentes de artritis juvenil o enfermedad del tejido conectiva? | | |

| Preguntas Médicas | Sí | No |
|---|---|---|
| 26. ¿Tose, sibilancias o tiene dificultad para respirar durante o después del ejercicio? | | |
| 27. ¿Alguna vez has utilizado un inhalador o tomado medicamentos para el asma? | | |
| 28. ¿Hay alguien en su familia que tiene asma? | | |
| 29. ¿Nació sin o le falta un riñón, un ojo, un testículo (varones), el bazo, o cualquier otro órgano? | | |
| 30. ¿Tiene dolor en la ingle o un bulto doloroso o hernia en la ingle? | | |
| 31. ¿Ha tenido mononucleosis infecciosa (mono) en el último mes? | | |
| 32. ¿Tienes algunas erupciones, úlceras por presión, u otros problemas de la piel? | | |
| 33. ¿Ha tenido un herpes o infección de la piel MRSA? | | |
| 34. ¿Ha tenido una lesión en la cabeza o una conmoción cerebral? | | |
| 35. ¿Alguna vez has tenido un golpe en la cabeza que causó confusión, dolor de cabeza prolongado o problemas de memoria? | | |
| 36. ¿Tiene antecedentes de trastornos convulsivos? | | |
| 37. ¿Tiene dolores de cabeza con el ejercicio? | | |
| 38. ¿Alguna vez ha tenido entumecimiento, hormigueo o debilidad en los brazos o piernas después de golpearse o caerse? | | |
| 39. ¿Alguna vez has sido incapaz de mover sus brazos o piernas después de golpearse o caer? | | |
| 40. ¿Alguna vez se enferma durante el ejercicio en el calor? | | |
| 41. ¿Usted tiene calambres musculares frecuentes al hacer ejercicio? | | |
| 42. ¿Usted o alguien en su familia tiene el rasgo de células falciformes o la enfermedad? | | |
| 43. ¿Ha tenido problemas con sus ojos o visión? | | |
| 44. ¿Ha tenido lesiones en los ojos? | | |
| 45. ¿Usted usa anteojos o lentes de contacto? | | |
| 46. ¿Usa gafas de protección, o anteojos de seguridad? | | |
| 47. ¿Le preocupa su peso? | | |
| 48. ¿Estás tratando de o ha recomendado alguien que usted gana o pierde peso? | | |
| 49. ¿Está usted en una dieta especial o usted evita ciertos tipos de alimentos? | | |
| 50. ¿Alguna vez ha tenido un trastorno alimentario? | | |
| 51. ¿Tiene usted alguna preocupación que le gustaría discutir con un médico? | | |
| **Sólo mujeres** | **Sí** | **No** |
| 52. ¿Alguna vez ha tenido un período menstrual? | | |
| 53. ¿Qué edad tenía cuando tuvo su primer período menstrual? | | |
| 54. ¿Cuántos períodos ha tenido en los últimos 12 meses? | | |

Explique respuestas "sí" aquí

_____

_____

_____

_____

_____

_____

_____

_____

**Al Mejor de mis conocimientos, mis respuestas son completas y correctas.**

Firma del atleta _____ Firma del padre/guardián _____ Fecha _____

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## PREPARTICIPACIÓN EVALUACIÓN FÍSICA

# EL ATLETA CON NECESIDADES ESPECIALES: FORMULARIO DE HISTORIA SUPLEMENTARIO

Fecha de Examen Médico _____

Nombre _____ Fecha de Nacimiento _____

Sexo _____ Edad _____ Grado _____ Escuela _____ Deporte(s) _____

| | | |
|---|---|---|
| 1. Tipo de discapacidad | | |
| 2. Fecha de discapacidad | | |
| 3. Clasificación (Si posible) | | |
| 4. Causa de la discapacidad (nacimiento, enfermedad, accidente / trauma, otros) | | |
| 5. Enumerar los deportes que usted está interesado en jugar | | |
| | Sí | No |
| 6. ¿Utiliza regularmente un aparato ortopédico, dispositivo de ayuda, o prótesis? | | |
| 7. ¿Utiliza algún corsé especial o dispositivo de ayuda para los deportes? | | |
| 8. ¿Tienes algunas erupciones, úlceras por presión, o cualesquier otros problemas de la piel? | | |
| 9. ¿Tiene una pérdida auditiva? ¿Utiliza un audífono? | | |
| 10. ¿Tiene una discapacidad visual? | | |
| 11. ¿Utiliza dispositivos especiales para la función intestinal o de la vejiga? | | |
| 12. ¿Usted tiene ardor o molestias al orinar? | | |
| 13. ¿Ha tenido la disreflexia autonómica? | | |
| 14. ¿Alguna vez ha sido diagnosticado con una enfermedad del calor (hipertermia) o (hipotermia) enfermedades relacionadas con el frío? | | |
| 15. ¿Tiene la espasticidad muscular? | | |
| 16. ¿Tiene convulsiones frecuentes que no pueden ser controladas con medicación? | | |

**Explique respuestas "sí" aquí**

| | Sí | No |
|---|---|---|
| Inestabilidad atlantoaxial | | |
| Evaluación de rayos X para la inestabilidad atlantoaxial | | |
| Articulaciones dislocadas (más de una) | | |
| Sangrado fácil | | |
| Agrandamiento del bazo | | |
| Hepatitis | | |
| La osteopenia u osteoporosis | | |
| Dificultad para controlar los intestinos | | |
| Dificultad para controlar la vejiga | | |
| El entumecimiento u hormigueo en los brazos o las manos | | |
| El entumecimiento u hormigueo en las piernas o los pies | | |
| Debilidad en los brazos o las manos | | |
| Debilidad en las piernas o los pies | | |
| El cambio reciente en la coordinación | | |
| El cambio reciente en la capacidad para caminar | | |
| Espina bífida | | |
| La alergia al látex | | |

**Por favor, indique si alguna vez ha tenido alguna de las siguientes.**

**Explique respuestas "sí" aquí**

**Al Mejor de mis conocimientos, mis respuestas son completas y correctas.**

Firma del atleta _____ Firma del padre/guardián _____ Fecha _____

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# PREPARTICIPATION PHYSICAL EVALUATION
# PHYSICAL EXAMINATION FORM

Name _____ Date of birth _____

## PHYSICIAN REMINDERS

1. Consider additional questions on more sensitive issues
   - Do you feel stressed out or under a lot of pressure?
   - Do you ever feel sad, hopeless, depressed, or anxious?
   - Do you feel safe at your home or residence?
   - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
   - During the past 30 days, did you use chewing tobacco, snuff, or dip?
   - Do you drink alcohol or use any other drugs?
   - Have you ever taken anabolic steroids or used any other performance supplement?
   - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
   - Do you wear a seat belt, use a helmet, and use condoms?
2. Consider reviewing questions on cardiovascular symptoms (questions 5–14).

| EXAMINATION | | |
|---|---|---|
| Height _____ Weight _____ | ☐ Male ☐ Female | |
| BP ____/____ ( ____/____ ) Pulse _____ | Vision R 20/_____ L 20/_____ | Corrected ☐ Y ☐ N |
| **MEDICAL** | **NORMAL** | **ABNORMAL FINDINGS** |
| Appearance<br>• Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperlaxity, myopia, MVP, aortic insufficiency) | | |
| Eyes/ears/nose/throat<br>• Pupils equal<br>• Hearing | | |
| Lymph nodes | | |
| Heart[a]<br>• Murmurs (auscultation standing, supine, +/- Valsalva)<br>• Location of point of maximal impulse (PMI) | | |
| Pulses<br>• Simultaneous femoral and radial pulses | | |
| Lungs | | |
| Abdomen | | |
| Genitourinary (males only)[b] | | |
| Skin<br>• HSV, lesions suggestive of MRSA, tinea corporis | | |
| Neurologic[c] | | |
| **MUSCULOSKELETAL** | | |
| Neck | | |
| Back | | |
| Shoulder/arm | | |
| Elbow/forearm | | |
| Wrist/hand/fingers | | |
| Hip/thigh | | |
| Knee | | |
| Leg/ankle | | |
| Foot/toes | | |
| Functional<br>• Duck-walk, single leg hop | | |

[a]Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.
[b]Consider GU exam if in private setting. Having third party present is recommended.
[c]Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

☐ Cleared for all sports without restriction

☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

_____

☐ Not cleared

- ☐ Pending further evaluation
- ☐ For any sports
- ☐ For certain sports _____

Reason _____

Recommendations _____

_____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ / _____ Phone _____

Signature of physician _____, MD or DO

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S-2551/0410
HE6009

# PREPARTICIPATION PHYSICAL EVALUATION
# CLEARANCE FORM

Name _____ Sex ☐ M ☐ F Age _____ Date of birth _____

☐ Cleared for all sports without restriction

☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

_____

☐ Not cleared

- ☐ Pending further evaluation
- ☐ For any sports
- ☐ For certain sports _____

Reason _____

Recommendations _____

**I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).**

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

**EMERGENCY INFORMATION**

Allergies _____

Other information _____

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School Athletics
Physical Contact Acknowledgement

Student name _____ Birth date _____

Parent or legal guardian (Please print) _____ Student address _____

School _____ Sport/Activity _____ Coach/Instructor _____

Athletics and sports often require highly technical physical movements. In order to prepare student athletes to compete to the best of their ability, Coaches may come into physical contact with student athletes. This physical contact is for instructional purposes to guide student athletes in proper positioning and movements.

Examples of situations of instructional potential physical contact include, but are not limited to:

- Batting stances in baseball and softball,
- Competitive Cheer stunts,
- Diving practices,
- Football tackling techniques,
- Golf and tennis swings,
- Starting block positions in track,
- Water polo practices,
- Wrestling positions and moves.

By signing this Physical Contact Acknowledgement, you are recognizing you understand there is potential instructional physical contact between the coach and student athlete, and it is acceptable to you.

Signature (Student) _____ Date _____

Signature (Parent or legal guardian) _____ Date _____

Home telephone _____ Work telephone _____ Mobile telephone or pager _____

Approved 10/17/2017

PARKER - ANDERSON ENRICHMENT

# OXNARD SCHOOL DISTRICT

2025-2026

## WHO IS PARKER-ANDERSON ENRICHMENT (PAE)?

PAE is a comprehensive after school program serving students from K-8th grade focusing on STEAM, health, nutrition, and social emotional learning. Our STEAM program focuses on a variety of topics that spark the student's imagination using hands-on activities as the catalyst.

At PAE, we're more than just an organization – we're a vibrant part of the Oxnard community, with over 75 dedicated employees, all of whom call Ventura County home. Some even are alumni of the Oxnard after-school program, having grown from participants to passionate educators. We take pride in our deep local connections and commitment to nurturing local talent.

We believe in the potential of our community, investing in local talent and providing meaningful career paths for Oxnard residents. Our team reflects the diversity, creativity, and spirit of the city we love, demonstrating our unwavering commitment to local growth and development. They go above and beyond to create an amazing and impactful experience for the students of Oxnard School District.

## GOALS AND OBJECTIVES:

Parker-Anderson Enrichment (PAE) will work in partnership with Oxnard School District for the 2025-2026 school year to coordinate and facilitate enrichment classes for OSD students. PAE will focus on developing the academic, social, emotional, and physical needs and interests of students through hands on, engaging learning experiences. These activities will supplement classroom learning rather than replicate what is taught during the school day.

## KEY SERVICES

**Comprehensive Administrative Management**

- Full scheduling responsibility for all program staff
- Proactive substitute teacher management
- Immediate staffing coverage for any unexpected absences
- Complete liability management, including:
  - Full Worker's Compensation coverage
  - Comprehensive insurance protection
  - CPR training
  - Vector Solutions
  - Onboarding

**Homework Assistance**

- Dedicated, trained staff provide individualized homework support
- Quiet, structured environment conducive to academic focus
- Help with understanding assignments, time management, and study skills
- Support across multiple subject areas and grade levels

**Social-Emotional Learning (SEL) Support**

- Guided emotional intelligence development
- Conflict resolution skill-building
- Group activities that promote empathy and communication
- Individual check-ins to support personal well-being
- Strategies for managing stress and building resilience

**Site Meeting Attendance**

- Comprehensive communication with school staff
- Tracking of student progress and any special requirements
- Coordination with teachers and administrators

**Safe Dismissal Procedures**

- Structured dismissal process
- Careful tracking of student pick-up
- Communication with parents/guardians
- Ensuring each child's safe transition from school to home or next activity

**Our Commitment**

We are dedicated to creating a supportive, stimulating, and safe environment that helps students thrive academically, socially, and emotionally. Our comprehensive administrative approach ensures peace of mind for schools, parents, and students alike.

PARKER - ANDERSON ENRICHMENT

# OXNARD SCHOOL DISTRICT

2025-2026

## SUMMER 2025: "OUT OF THIS WORLD!"

**Exact dates: TBD (no 7/4)- 15 days**

**Rocket Science & Astronomy! Ready, set, blast off!**
Explore the universe as students launch everything from Film Canister Rockets to Water Bottle Blasters, Hoopster gliders, and much more! Our adventures will take us through the solar system and beyond as we learn about comets, constellations, and our galaxy!

**Cooking Around the World!**
Students will tantalize their taste buds and have fun with food! Explore different recipes each day and explore different regions as students learn nutrition, math, science and cooperation skills in this hands-on class.

PAE will teach enrichment classes on 15, non- school days, TBD. PAE will provide 2 instructors per site for 6 hours daily to provide enrichment activities (4-5 rotations each instructor) and additional support at the rate of $135 per hour at 9 sites.
**Compensation:** $218,700

12 Chaperones for field trips on 3 Fridays in July 2025 for 8 hours each day @ $50 an hour.
**Compensation:** $14,400

**Total Summer Compensation 2025**: $233,100

## DAILY PROGRAM- 180 DAYS

**Math Support (daily program):** PAE will provide 1 staff member for 4 hours at each elementary school site for 180 days for a total of 17 staff members. $72,000 per instructor, per site. 17 staff members.
**Compensation:** $1,224,000

**Additional support/homework, Tutoring (daily program):** PAE will provide up to 1-2 staff members for 4 hours at each school site for 180 days. PAE Staff responsibilities: homework help, attend site meetings, snack supervision, dismissal and SEL support. $72,000 per instructor, per site. 25 staff members.
**Compensation:** $1,800,000

**Enrichment Bursts:** 3, separate enrichment sessions at 20 schools teaching 2, 60- minute STEAM enrichment classes immediately after dismissal, back-to- back. All supplies included. Snack supervision, dismissal and clean up included. Instructor shift: 3.5-4 hours. $150 per hour. See attached "menu" of enrichment classes. Includes Sewing.

**Fall 2025** (10 weeks) 4 days a week @ 20 schools= $480,000
**Winter 2025** (9 weeks) 4 days a week @ 20 schools= $432,000
**Spring 2025 (**6 weeks) 4 days a week @ 20 schools= $288,000

**Total Burst Compensation: $1,200,000**

**Saturday Enrichment:** Parker Anderson Enrichment will teach enrichment classes on 10 Saturdays, TBD. PAE will provide 1 instructor per site for 6 hours daily to provide enrichment activities (4-5 rotations each instructor) and additional support at 10 sites. All materials included. 10 instructors.

**Total Saturday Enrichment Compensation:** $81,000

**Spring Camp 2025- 5 days:** Parker Anderson Enrichment will teach enrichment classes on 5, non-school days, TBD. PAE will provide 2 instructors per site for 6 hours daily to provide enrichment activities @ $135 per hour. (4-5 rotations each instructor) and additional support at 8 sites. 16 instructors.

**Total Spring Camp Compensation:** $64,800

**Extended Specialty Enrichment: American Sign Language, Advanced Culinary, Marching Band, Crochet, Marine Biology, Mock Trial**

Specialty programs. Same pricing as above. After classes, additional instructor support at each school site to continue for 1 hour after each class ends. 4-hour shifts. All materials included.

- Advanced Culinary 2 days a week @ 4 sites 72 days=$172,800
- American Sign Language1 day a week for 36 days at 1 site (rotating sites) =$21,600
- Marching Band 3 days a week for 108 days at 1 site= $64,800
- Crochet 1 day a week for 36 days at 1 site (rotating sites) =$21,600

**Total Extended Specialty Enrichment Compensation:** $280,800

**Miscellaneous Support: For Parent Orientation, minimum days, additional coverage to support**

- Up to 300 hours

**Total Miscellaneous Compensation:** $30,000

All materials, certifications and district trainings included. Regional Supervisor, Armando Salinas, assigned to your district at no additional charge. Role: to provide support to Site Coordinators, PAE instructors, facilitate demos, trainings and communicate with all district contacts daily. Visit sites at least 3 times a week

**Grand Total:** $4,697,700

PARKER - ANDERSON ENRICHMENT

Parker-Anderson Enrichment

# OXNARD SCHOOL DISTRICT

## 2025-2026 ENRICHMENT



## CONTACT

Lisa Nadasdy, Owner, Program Director
310 844-6996 (office), 661 803-5135 (cell)
Lisa@parker-anderson.org

Parker Anderson Enrichment Central La/ Ventura County
27911 Harwood Drive
Santa Clarita, Ca 91350

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/21/2024

**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**
Brittain Insurance Services
122 N. Citrus Ave.
Suite 210
Covina, CA 91723
www.brittaininsurance.com Lic No. 0821570

**CONTACT NAME:** Deanna Franzen
**PHONE (A/C, No, Ext):** 626-967-7985, #4 **FAX (A/C, No):** 626-967-7980
**E-MAIL ADDRESS:** deanna@brittaininsurance.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Accelerant Specialty Insurance Company - 'A- IX' | 16890 |
| INSURER B : Employers Preferred Insurance Company - 'A - XI' | 10346 |
| INSURER C : Underwriters at Lloyd's of London - 'A XV' | 15642 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Parker Anderson Enrichment
27911 Harwood Dr.
Santa Clarita CA 91350-1365

**COVERAGES** **CERTIFICATE NUMBER:** 81470874 **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 | ✓ | | S0076PK00428-00 | 6/1/2024 | 6/1/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE ✓ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | ✓ Ded: $5,000 | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 3,000,000 |
| | ✓ POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | S0076PK00428-00 | 6/1/2024 | 6/1/2025 | 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) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | ✓ | EIG5324306-01 | 8/31/2024 | 8/31/2025 | ✓ PER STATUTE OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | Professional Liability - Claims Made | | | S0076PK00428-00 | 6/1/2024 | 6/1/2025 | Limit - $3,000,000 Aggregate | |
| C | Abuse or Molestation - Primary E&O | | | B0621PPARK009624 | 6/1/2024 | 6/1/2025 | Limit - $2,000,000 / Retention $25,000 | |
| C | Abuse or Molestation - Excess E&O | | | B0621PPARK009824 | 6/1/2024 | 6/1/2025 | Limit - $2,000,000 / Retention $0 | |
| | | | | | | | E&O Retro Dates: 5/8/23 | |

**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 added as Additional Insured and Insurance is Primary and Non-contributory as respects General Liability per contract. Waiver of Subrogation as respects Workers' Compensation per contract.
*30 day notice of cancellation applies. SUPERSEDES CERTIFICATE ISSUED 6/1/24

**CERTIFICATE HOLDER**
Oxnard School District
1051 S. 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** John Brittain
John E Brittain IV

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# INSURANCE POLICY DECLARATIONS

PORTIONS OF THIS POLICY SPECIFY COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO THE COMPANY IN ACCORDANCE WITH THE TERMS OF THIS POLICY. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY MAY REDUCE AND MAY EXHAUST THE LIMITS OF LIABILITY AND ARE SUBJECT TO DEDUCTIBLES.

These Declarations are accompanied by the Representations and Warranties provided by the **Named Insured** as contained with the Applications for Insurance and related information and materials provided by the **Named Insured**. This information was relied upon in connection with the underwriting and issuance of this Policy. The Policy is comprised of the Coverage Forms, the Declarations Page, the **Application**, and any forms and Endorsements issued in connection therewith.

| Producer Information | |
|---|---|
| **Agency Name:** | CRC Group - Irvine |
| **Agent Name:** | Mistry Ghandi, Akeena |
| **Agency Address:** | 17901 Von Karman Ave Suite 850 Irvine, California 92614 |

| Insured Entity Information | |
|---|---|
| **Named Insured:** | Parker Anderson Enrichment Central LA<br>27911 Harwood Dr<br>Santa Clarita, CA 91350 |
| **Professional Services or Covered Operations:** | Social Services - Youth & After School Programs |
| **Organization Type:** | Limited Liability Company |

| Policy Coverage Information | |
|---|---|
| **Policy Number:** | S0076PK00428-00 |
| **Date Issued:** | 5/31/2024 |
| **Issuing Company:** | Accelerant Specialty Insurance Company |
| **Effective Date: @12:01 A.M. at the Named Insured's address** | June 1, 2024 |
| **Expiration Date: @12:01 A.M. at the Named Insured's address** | June 1, 2025 |
| **State for Choice of Law:** | California |

# LIABILITY INSURANCE COVERAGE

## Errors & Omissions Professional Liability Coverage Terms

| Errors & Omissions Professional Liability Coverage Terms | |
|---|---|
| **Coverage Form** | Claims-Made & Reported |
| **Limit of Liability – Each Claim** | $1,000,000 |
| **Limit of Liability – Aggregate** | $3,000,000 |
| **Deductible** | $5,000 |
| **Retroactive Date** | June 1, 2024 |
| **Claim Expenses** | Inside |

## General Liability Coverage Terms

| Commercial General Liability Coverage Terms - Occurrence | |
|---|---|
| **Each Occurrence Limit** | $1,000,000 |
| **Products-Completed Operations Limit** | $1,000,000 |
| **Personal or Advertising Injury Limit** | $1,000,000 |
| **Damage to Property Rented to You Limit** | $100,000 |
| **General Aggregate Limit** | $3,000,000 |
| **Medical Expense Payments Limit** | $5,000 |
| **Deductible (includes Claim Expenses)** | $5,000 |
| **Claim Expenses** | Outside |

| Hired & Non-Owned Automobile Liability Coverage Terms | |
|---|---|
| **HNOA Each Claim Limit** | $1,000,000 |
| **HNOA Aggregate Limit** | $1,000,000 |

| List of Additional Insureds | |
|---|---|
| **Name of Person or Organization** | **Covered Interests** |
| Jurupa Unified School District | Designated Person or Organization (OCC) |
| Los Angeles Leadership Academy (LALA) | Designated Person or Organization (OCC) |
| Conejo Recreation & Park District, its directors, officers, agents and employees | Designated Person or Organization (OCC) |
| City of San Buenaventura, its officers, officials, | Designated Person or Organization (OCC) |

## General Liability Coverage Terms

| | |
|---|---|
| employees and volunteers | |
| Alhambra Unified School District | Designated Person or Organization (OCC) |
| City of Manhattan Beach | Designated Person or Organization (OCC) |
| Simi Valley Unified School District | Designated Person or Organization (OCC) |
| Oxnard School District, its officers, agents, directors, employees and/or volunteers | Designated Person or Organization (OCC) |
| Pleasant Valley Recreation and Park District | Designated Person or Organization (OCC) |

| Waiver of Rights of Recovery Persons or Organizations | |
|---|---|
| **Name of Person or Organization** | **Relationship to Insured** |
| Jurupa Unified School District | Vendor |
| Los Angeles Leadership Academy (LALA) | Vendor |
| Conejo Recreation & Park District, its directors, officers, agents and employees | Vendor |
| City of San Buenaventura, its officers, officials, employees and volunteers | Vendor |
| Alhambra Unified School District | Vendor |
| City of Manhattan Beach | Vendor |
| Simi Valley Unified School District | Vendor |
| Oxnard School District, its officers, agents, directors, employees and/or volunteers | Vendor |
| Pleasant Valley Recreation and Park District | Vendor |

## All Liability Coverages – Policy Aggregate Limit

| | |
|---|---|
| **Liability Coverages Policy Aggregate Limit** | **$3,000,000** |

# ALL INSURANCE COVERAGES – DISCLOSURES

| Schedule of Forms & Endorsements | |
|---|---|
| **Form Number** | **Form Name** |
| MS NOT 0076 0002 CA 01 23 | Important Notice for California Policyholders |
| MS DEC 0076 0001 01 23 | Wyvern Declarations |
| S AIL 00005 03 22 | ASIC Signature Page |
| MS SOS 0076 0001 01 23 | Service of Suit |
| MS GEN 0076 0002 01 23 | U.S. Treasury Department Office of Foreign Asset Control ("OFAC") |
| MS GEN 0076 0003 01 23 | Trade or Economic Sanctions Exclusion Endorsement |
| MS GEN 0076 0009 11 23 | Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) Exclusion Endorsement |
| MS GEN 0076 0001 01 23 | Common Policy Conditions |
| MS EO 0076 0001 01 23 | Errors & Omissions Professional Liability Insurance Coverage Form |
| MS EO 0076 0002 01 23 | Communicable Disease Exclusion |
| MS EO 0076 0016 01 23 | Health Services Exclusion Endorsement |
| MS EO 0076 0023 01 23 | Exclusion of Acts of Terrorism |
| MS GL 0076 0002 01 23 | Commercial General Liability Insurance Coverage Form (Occurrence) |
| MS GL 0076 0003 01 23 | Communicable Disease Liability Exclusion Endorsement |
| MS GL 0076 0005 11 23 | Additional Insured: Designated Person or Organization (OCC) |
| MS GL 0076 0025 01 23 | Hired & Non-Owned Auto Excess Liability |
| MS GL 0076 0028 10 23 | Medical Expense Payments Coverage Endorsement |
| MS GL 0076 0030 01 23 | Waiver of Rights of Recovery by Contract Endorsement |
| MS GL 0076 0035 01 23 | Exclusion of Acts of Terrorism |

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

# Additional Insured: Designated Person or Organization

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY INSURANCE COVERAGE FORM (OCCURRENCE)**

**SECTION III – WHO IS AN INSURED**, **B. Additional Insureds**, is amended to include as an additional insured any person or organization shown on the Declarations Page as an additional insured for this Coverage, when you have agreed in a written contract that such person or organization be added as an additional insured for this Coverage. Such person or organization is only an additional insured with respect to liability for **Bodily Injury**, **Property Damage** or **Personal or Advertising Injury** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

**1.** In the performance of the Covered Operations; or

**2.** In connection with the Covered Premises owned by or rented to you,

as set forth on the Declarations Page for this Coverage.

However, the insurance provided to such additional insured:

**a.** Only applies:

**(1)** To **Bodily Injury** or **Property Damage** occurring, or an **Offense** committed, after execution and within the term of, the written contract in which you have agreed to add such person or organization as an additional insured under this Coverage, and during the **Policy Period**; and

**(2)** To the extent permitted by law;

and which is otherwise covered by this Coverage.

**b.** Will not be broader than that which you are required by the contract to provide for such person or organization.

**c.** A person or organization is an additional insured only for that period of time required by the written contract.



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The amount of insurance under this Endorsement is limited to that required by the written contract and in no event shall our liability exceed the applicable Limits of Liability provided by this Coverage.

In addition to all other exclusions in the Coverage, the insurance afforded the additional insured under this Endorsement does not apply to any **Claim** arising out of, resulting from or in any way connected with any acts, errors, omissions, fault, or negligence of the additional insured or any of its agents, **Employees** or **Borrowed Employees** other than as required by the written contract.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED**

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

# Medical Expense Payments Coverage Endorsement

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY INSURANCE COVERAGE FORM**

The following Coverage is added to **SECTION I – INSURING AGREEMENT**:

**Medical Expense Payments Coverage**

1. We will pay medical expenses as described below for **Bodily Injury** caused by an accident.

   **a.** On premises you own or rent,

   **b.** On ways next to premises you own or rent, or

   **c.** Because of your operations;

   provided that

   **(1)** The accident takes place in the **Coverage Territory** and during the **Policy Period**,

   **(2)** The expenses are incurred and reported to us within one (1) year of the date of the accident, and

   **(3)** The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require

2. We will make these payments regardless of fault. These payments will not exceed the applicable Limit of Liability. We will pay reasonable expenses for:

   **a.** First aid administered at the time of an accident,

   **b.** Necessary medical, surgical, x-ray and dental services, including prosthetic devices, and

   **c.** Necessary ambulance, hospital, professional nursing, and funeral services

| | |
|---|---|
| **Named Insured:** | **Parker Anderson Enrichment Central LA** |
| **Policy Number:** | **S0076PK00428-00** |
| **Effective Date:** | **6/1/2024** |


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As respects this Medical Expense Payments Coverage only, in addition to the exclusions listed in **SECTION V – EXCLUSIONS**, paragraphs **A. Exclusions Applicable to All Coverage Parts** and **B. Exclusions Applicable to Coverage Part A. Bodily Injury or Property Damage Liability** this insurance does not apply to any **Bodily Injury** based upon, arising out of, directly or indirectly resulting from, or in any way connected with any loss, damage, or injury

1. **Any Insured**

   To any insured, except **Volunteer Workers**

2. **Hired Person**

   To a person hired to do work for or on behalf of any insured or a tenant of any insured

3. **Injury on Normally Occupied Premises**

   To a person injured on that part of premises you own or rent that the person normally occupies

4. **Workers' Compensation and Similar Laws**

   To a person, whether or not an **Employee** of any insured if benefits for the **Bodily Injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law

5. **Athletics Activities**

   To a person injured while practicing, instructing, or participating in any physical exercises or games, sports, or athletic contests

6. **Products-Completed Operations Hazard**

   Included within the **Products-Completed Operations Hazard**

7. **Child Care Centers**

   To any child in a child care or day care center

The following is added to **SECTION IV – LIMITS OF LIABILITY**:

**A.** The Medical Expense Payments Limit as shown on the Declarations Page is the most we will pay for all medical expenses under Medical Expense Payments Coverage regardless of the number of:

   **a.** Insureds;



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b. **Claims** made or **Suits** brought;

c. Persons or organizations making **Claims** or bringing **Suits**.

**SECTION IV – LIMITS OF LIABILITY**, Paragraph **A. General Aggregate Limit** and Paragraph **E. Each Occurrence Limit** are deleted and replaced with the following:

**A. General Aggregate Limit**

Subject to paragraph **A.** of this **SECTION IV – LIMITS OF LIABILITY**, the General Aggregate Limit as shown on the Declarations Page is the most we will pay for the sum of:

1. **Damages** under Coverage Part A, except **Damages** because of **Bodily Injury** or **Property Damage** included in the **Products-Completed Operations Hazard**;

2. **Damages** under Coverage Part B;

3. Medical expenses under this Medical Expense Payments Coverage, and

4. **Damages** provided under any other Coverage Parts added to this Policy by endorsement.

**E. Each Occurrence Limit**

Subject to paragraph **A.** or **B.** of this **SECTION IV – LIMITS OF LIABILITY**, whichever applies, the Each Occurrence Limit as shown on the Declarations Page is the most we will pay for the sum of **Damages** under Coverage **A** and medical expenses under Medical Expense Payments Coverage because of all **Bodily Injury** or **Property Damage** arising out of any one **Occurrence**.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED**

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

# Hired & Non-Owned Auto Excess Liability

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY INSURANCE COVERAGE FORM**

The following Coverage is added to **SECTION I – INSURING AGREEMENT**:

**Hired and Non-Owned Auto – Excess Liability Insurance**

1. **Hired Auto Excess Liability Insurance**

   We will pay all **Damages** in excess of the applicable Deductible which an insured becomes legally obligated to pay as a result of **Bodily Injury** or **Property Damage** arising out of the maintenance or use of a **Hired Auto** by you or your **Employees** or any other person using a **Hired Auto** with your permission in the scope and course of your business. This insurance applies only if the **Bodily Injury** or **Property Damage** occurs during the **Policy Period**.

2. **Non-Owned Auto Excess Liability Insurance**

   We will pay all **Damages** in excess of the applicable Deductible which an insured becomes legally obligated to pay as a result of **Bodily Injury** or **Property Damage** arising out of the use of a **Non-Owned Auto** by any person in the scope and course of your business. This insurance applies only if the **Bodily Injury** or **Property Damage** occurs during the **Policy Period**.

As respects this Hired and Non-Owned Auto – Excess Liability Insurance only **SECTION V – EXCLUSIONS**, subparagraph **B.1. Auto, Aircraft, Watercraft or Mobile Equipment** is deleted and replaced by the following:

1. **Aircraft, Watercraft or Mobile Equipment**

   The ownership, maintenance, use or entrustment of any aircraft, watercraft, or **Mobile Equipment** owned or operated by or rented or loaned to any insured. Use includes operation, parking (including valet services regardless of whether the services are performed by or on behalf of any insured) and loading or unloading.

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| | |
|---|---|
| **Named Insured:** | **Parker Anderson Enrichment Central LA** |
| **Policy Number:** | **S0076PK00428-00** |
| **Effective Date:** | **6/1/2024** |

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This exclusion applies even if the **Claim** or **Suit** alleges negligence or other wrongdoing in the supervision, hiring, employing, training, monitoring, or contracting the services of others.

As respects this Hired and Non-Owned Auto – Excess Liability Insurance only, in addition to the exclusions listed in **SECTION V – EXCLUSIONS**, paragraphs **A.** Exclusions Applicable to All Coverages and **B.** Exclusions Applicable to Coverage **A. Bodily Injury or Property Damage Liability**, this insurance does not apply to any **Claim** based upon, arising out of, directly or indirectly resulting from, or in any way connected with the following:

1. **Delivery of Food or Products**

   **Bodily Injury** or **Property Damage** arising out of the ownership or operation of a **Hired Auto** while it is being used for the delivery of food or products, including, but not limited to, newspapers and magazines.

2. **Valet Parking**

   **Bodily Injury** or **Property Damage** arising out the use of valet services regardless of whether such services are performed by or on behalf of any insured.

3. **Alcohol or Drugs**

   **Bodily Injury** or **Property Damage** arising out of the ownership or operation of a vehicle while the operator of the vehicle is under the influence of alcohol or illegal or illicit drugs including, but not limited to, cocaine, LSD, marijuana, and all narcotic drugs. This exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

4. **Valid License**

   **Bodily Injury** or **Property Damage** arising out of the ownership or operation of a vehicle by an operator without a valid, government-issued driver's license.

5. **Vehicle Damage**

   **Property Damage** to the **Hired Auto** or **Non-Owned Auto** or any personal property within the **Hired Auto** or **Non-Owned Auto**.

The following definitions are added to **SECTION II – DEFINITIONS**:

1. **Auto Business**

   The business or occupation of selling, repairing, servicing, storing, or parking **Autos**.

2. **Hired Auto**

Any **Auto** you lease, hire, rent or borrow. This does not include any **Auto** you lease, hire, rent or borrow from any of your **Employees**, your partners or your executive officers, or members of their households.

3. **Non-Owned Auto**

   Any **Auto** you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes **Autos** owned by your **Employees**, your partners or your executive officers, or members of their households, but only while used in your business or your personal affairs.

**SECTION III – WHO IS AN INSURED** is deleted with respect to all coverages provided under this endorsement and replaced by the following:

1. Each of the following is an insured with respect to this Hired and Non-Owned Auto – Excess Liability Insurance.

   a. You,

   b. With respect to a **Non-Owned Auto**, any partner or executive officer of yours, but only while such **Non-Owned Auto** is being used in your business, and

   c. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under subparagraphs **1.a.** or **1.b.** above.

2. None of the following is an insured with respect to this Hired and Non-Owned Auto – Excess Liability Insurance:

   a. Any person engaged in the business of his or her employer with respect to **Bodily Injury** to any co-employee of such person injured in the course of employment or to the spouse, child, parent, brother, or sister of that co-employee as a consequence of such **Bodily Injury**, or for any obligation to share **Damages** with or repay someone else who must pay **Damages** because of the injury,

   b. Any partner or executive officer with respect to any **Auto** owned by such partner or officer or a member of his or her household,

   c. Any person while employed in or otherwise engaged in performing duties related to the conduct of an **Auto Business**,

   d. The owner or lessee (of whom you are a sub-lessee) of a **Hired Auto** or the owner of a **Non-Owned Auto** or any agent or employee of any such owner or lessee, or

   e. Any person or organization 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 on the Declarations Page.

The following is added to **SECTION IV – LIMITS OF LIABILITY**:

1. Subject Paragraph 2. Immediately below, the HNOA Each Claim Limit as shown on the Declarations Page is the most we will pay for all **Damages** and **Claim Expense** for any **Claim** or **Suit** arising out of, directly or indirectly resulting from, in consequence of or in any way connected to the maintenance or use of a **Hired Auto** or a **Non-Owned Auto** by you or your **Employees** in the course of your business, including all **Claims** or **Suits** arising out of related acts or omissions.

2. The HNOA Aggregate Limit as shown on the Declarations Page is the most we will pay for all **Damages** and **Claim Expense** for all **Claims** or **Suits** arising out of, directly or indirectly resulting from, in consequence of or in any way connected to the maintenance or use of a **Hired Auto** or a **Non-Owned Auto** by you or your **Employees** in the course of your business.

**SECTION IV – LIMITS OF LIABILITY**, paragraph **A. General Aggregate Limit** is deleted and replaced with the following:

**General Aggregate Limit**

Subject to Paragraph **Liability Coverages Policy Aggregate Limit,** the General Aggregate Limit as shown on the Declarations Page is the most we will pay for the sum of:

1. **Damages** under Coverage Part A, except **Damages** because of **Bodily Injury** or **Property Damage** included in the **Products-Completed Operations Hazard**,

2. **Damages** under Coverage Part B,

3. **Damages** under this Hired and Non-Owned Auto Excess Liability Insurance; and

4. **Damages** provided under any other Coverages added to this Policy by endorsement.

Notwithstanding anything in the Policy to the contrary, the incurrence of **Claim Expenses** serves to reduce and may exhaust the Limits of Liability available to pay for **Damages** for any **Claim** or **Suit** with respect to this Hired and Non-Owned Auto – Excess Liability Insurance.

**SECTION VI – NOTICE AND CONDITIONS**, paragraph **F.** is amended by adding the following with respect to all coverages provided under this endorsement.

**Absolute Excess – Other Insurance Clause**

Our obligation to pay **Damages** on your behalf under this Hired and Non-Owned Auto Excess Liability Insurance is excess over any and all valid and collectible insurance available to any party, including but not limited to the owner, lessee or operator of any **Auto**, the Named Insured under this Policy, or any other insured in accordance with **SECTION III – WHO IS AN INSURED**. This insurance is excess whether such other insurance is primary, excess, or contingent, or on any other basis.




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In no event shall this insurance be contributory with any other insurance even if any other insurance is of a contributory nature. Our obligation to pay **Damages** under this insurance will only apply to the amount of **Damages** in excess of the sum total of any and all other insurance described above that would pay for a loss in the absence of this insurance, whether collectible or not, including the sum total of all deductible and self-insured amounts. Furthermore, this insurance only applies after the limits of any such other insurance have been tendered or exhausted by virtue of formal settlement or final verdict. We have no duty to defend the Named Insured or any other insured in accordance with **SECTION III – WHO IS AN INSURED**, above, under this Policy against any **Claim** or **Suit** until all other insurance is exhausted. However, we reserve the right to undertake a defense or participate in a defense at our sole discretion. If no other insurer defends and we elect to undertake to do so, we will be entitled to the insured's rights against all such other insurers.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED**

| | |
|---|---|
| **Named Insured:** | Parker Anderson Enrichment Central LA |
| **Policy Number:** | S0076PK00428-00 |
| **Effective Date:** | 6/1/2024 |



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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

| Person or Organization | Job Description |
|---|---|
| With respect to all employees subject to the workers' compensation laws of the state of California, any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver. | |

**This policy is subject to a minimum charge of $250 for the issuance of waivers of subrogation**

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.)**

This endorsement, effective 08/31/2024 at 12:01 AM standard time, forms a part of

Policy No. EIG 5324306 01 Of the EMPLOYERS PREFERRED INS. CO.

Carrier Code 00920

Issued to PARKER ANDERSON ENRICHMENT Endorsement No.

Premium $9,745

Countersigned at Brittain Insurance on 8/21/24 By: K. Anderson

Authorized Representative

**WC 04 03 06**
(Ed. 4-84)

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# Parker-Anderson Enrichment

# +

# Oxnard School District

**TK and Kinder Program**

**2025-2026**

# Key Services

**Comprehensive Administrative Management**

- Full scheduling responsibility for all program staff
- Proactive substitute teacher management
- Immediate staffing coverage for any unexpected absences
- Complete liability management, including:
  - Full Worker's Compensation coverage
  - Comprehensive insurance protection
  - CPR training
  - Vector Solutions
  - Onboarding

**Daily Activities**

- Enrichment classes featuring Coding BEEBOTS, ChemKids, Culinary and more
- Academic readiness: Science & exploration, math, literacy & language
- Skill builders
- Pod learning centers
- Hands on discovery

# Key Services

- **Social-Emotional Learning (SEL) Support**
  - Guided emotional intelligence development
  - Group activities that promote empathy and communication
  - Individual check-ins to support personal well-being
  - Strategies for managing stress and building resilience
- **Site Meeting Attendance**
  - Comprehensive communication with school staff
  - Tracking of student progress and any special requirements
  - Coordination with teachers and administrators
- **Safe Dismissal Procedures**
  - Structured dismissal process
  - Careful tracking of student pick-up
  - Communication with parents/guardians
  - Ensuring each child's safe transition from school to home or next activity

# Sample Schedule

| Time | Activity | Description |
|---|---|---|
| **2:00 – 2:30 PM** | **Snack Time** | Students will eat snack in the cafeteria |
| **2:30 – 3:10 PM** | **Hands-On Learning Center** | Rotate through quick, interactive stations (e.g., counting games, letter puzzles). |
| **3:10 – 4:10 PM** | **Skill Builders** | Focused lessons or games that build early literacy, math, science, or problem-solving skills such as storytelling, vocabulary games, math challenges, or simple science experiments. |
| **4:10 – 5:10 PM** | **Themed Activity** | Skill-based project or experiment (e.g., sink-or-float science test, color mixing art, nature scavenger hunt). |
| **5:10 – 5:30 PM** | **Wrap-Up & Dismissal** | Clean up time and students will get ready for sign outs. |

Parker-Anderson Enrichment




# Our Commitment

We are dedicated to creating a supportive, stimulating, and safe environment that helps students thrive academically, socially, and emotionally. Our comprehensive administrative approach ensures peace of mind for schools, parents, and students alike.

# OSD BOARD AGENDA ITEM

**Name of Contributor:** Dr. Aracely Fox **Date of Meeting:** January 14, 2026

**Agenda Section:** Section D: Action Items

**Approval of 2025-2026 School Accountability Report Cards (SARCs) 20 Schools (Fox/Thomas)**

It is a requirement of the California Department of Education (CDE) that annual School Accountability Report Cards (SARCs) be approved by the Local School Board and submitted to the CDE by February 1st of each year.

The purpose of the report card is to provide parents and the community with important information about each school. The content of the 2025-2026 SARC is provided by School Principals, district departments, and the California Department of Education (CDE).

**FISCAL IMPACT:**
N/A

**RECOMMENDATION:**
It is the recommendation of Dr. Aracely Fox, Assistant Superintendent, Educational Services, and Anna Thomas, Director of School Performance and Student Outcomes, that the Board of Trustees approve the School Accountability Report Cards (SARCs), as presented.

**ADDITIONAL MATERIALS:**

**Attached:** Brekke_2025_School_Accountability_Report_Card (20 pgs)
Chavez_2025_School_Accountability_Report_Card (20 pgs)
Curren_2025_School_Accountability_Report_Card (22 pgs)
Driffill_2025_School_Accountability_Report_Card (20 pgs)
Elm_2025_School_Accountability_Report_Card (20 pgs)
Frank_2025_School_Accountability_Report_Card (19 pgs)
Fremont_2025_School_Accountability_Report_Card (20 pgs)
Harrington_2025_School_Accountability_Report_Card (19 pgs)
Kamala_2025_School_Accountability_Report_Card (19 pgs)
Lemonwood_2025_School_Accountability_Report_Card (19 pgs)
Manuel Lopez_2025_School_Accountability_Report_Card (20 pgs)
Marina West_2025_School_Accountability_Report_Card (20 pgs)
Marshall_2025_School_Accountability_Report_Card (20 pgs)
McAuliffe_2025_School_Accountability_Report_Card (20 pgs)
McKinna_2025_School_Accountability_Report_Card (21 pgs)
Ramona_2025_School_Accountability_Report_Card (20 pgs)
Ritchen_2025_School_Accountability_Report_Card (20 pgs)

Rose_2025_School_Accountability_Report_Card (19 pgs)
Sierra Linda_2025_School_Accountability_Report_Card (20 pgs)
Soria_2025_School_Accountability_Report_Card (20 pgs)
Presentation School Accountability Report Card-Final (10 pgs).pdf

# Norman R. Brekke Elementary School

## 2024-2025 School Accountability Report Card
## (Published During the 2025-2026 School Year)

## General Information about the School Accountability Report Card (SARC)

### SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

### DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

### California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

### Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## 2025-26 School Contact Information

| | |
|---|---|
| **School Name** | Norman R. Brekke Elementary School |
| **Street** | 1400 Martin Luther King Jr. Drive |
| **City, State, Zip** | Oxnard, CA 93030 |
| **Phone Number** | (805) 385-1521 |
| **Principal** | Cheri Scripter |
| **Email Address** | cscripter@oxnardsd.org |
| **School Website** | https://www.oxnardsd.org/brekke |
| **Grade Span** | TK-5 |
| **County-District-School (CDS) Code** | 56725386114029 |

## 2025-26 District Contact Information

| | |
|---|---|
| **District Name** | Oxnard School District |
| **Phone Number** | (805) 385-1501 |
| **Superintendent** | Dr. Ana DeGenna |
| **Email Address** | adegenna@oxnardsd.org |
| **District Website** | http://www.oxnardsd.org |

## 2025-26 School Description and Mission Statement

Mission Statement:
To insure all students learn at Brekke.

Vision Statement:
To be an exemplary school.

Brekke's vision statement reflects our belief in "Students first, all the time." At Brekke, we believe that all students can achieve at high levels and exemplify the traits in our OSD Student Profile. We believe that maintaining high expectations, nourishing a growth mindset, and creating lifelong learners are essential keys to delivering an exceptional educational experience. California's Department of Education states that "Best, First Instruction" is imperative for student achievement. At Brekke, we prioritize using grade-level Common Core State Standards, research-based best practices in pedagogy and programs, insightful data sets, and high levels of student engagement to help foster a deep and inclusive sense of community and excellence. At Brekke, we teach each other how to dream big and work hard.

We recognize that highly qualified and deeply committed teachers and support staff are integral to our success, and many have been with Brekke for over two decades. We also know that frequent data-driven collaborations and a distributive leadership model can help us maximize learning for both students and adults. We regularly utilize meaningful data sets and student-centered conversations to determine the most effective ways to create growth opportunities for all students. For example, on Tuesday afternoons, all teachers meet to evaluate learning outcomes, identify growth opportunities, and explore best practice instructional strategies across grade levels. On Wednesdays, we meet again as grade levels to plan the implementation of rigorous research-based whole-group and small-group instruction.

At Brekke, we also utilize adaptive school-wide online platforms like Accelerated Reader, Lexia, ST Math, and Zearn to help us deepen skill sets, promote student agency, and foster high levels of achievement. Our smart tech tools are supported by a comprehensive Multi-Tiered System of Supports framework. Our layers of support include strong Tier 1 "Best, First Instruction," targeted in-class small group support and differentiation, Tier 2 Walk to Learn intervention and enrichment rotations four days a week in grades 1-5, two ISPs and an LLI teacher, progress monitoring meetings, SSTs, and referrals to special education as needed. All decision-making is data-driven and collaborative. We use SMART goals and reliable pre- and post-tests such as

## 2025-26 School Description and Mission Statement

Star Custom, CBMs, and our Wonders Reading Fluency assessments to measure progress. Tier 1 and Tier 2 groups are fluid and designed to promote proficiency in targeted skill sets. Brekke is also committed to increasing English language proficiency throughout our student population, and we provide daily designated ELD using the CCSS ELD/ELA standards. Extended learning opportunities for English Learners are available throughout the year and focus on increasing rigor and access across the four domains of language (listening, speaking, reading, and writing).

In addition to our focus on academics, Brekke is committed to providing a strong social-emotional foundation for our students. We have created a multi-purpose space to provide social-emotional support for classrooms, groups, and individuals. The Dolphin Cove includes sensory and calming stations, a reading corner, a journaling station, a stretching and grounding center, and STEAM activities. We also utilize this space for our drumming circles, which help support mindfulness, problem-solving, and community building. We reinforce our school-wide Tier 1 PBIS (Positive Behavioral Interventions & Supports) and SEL (Social-Emotional Learning) supports through classroom-based SEL lessons and activities.

As a staff, we are committed to being an exemplary school that supports resilient, life-long learners and a world-class education. We strive to promote a school culture anchored in our core OSD values of Equity, Integrity, Accountability, and Service. We value the partnership between staff, students, and parents/guardians, and encourage all family members to take a positive and active role in their children's learning. We know that together we are more and that everyone deserves a high-quality education.

# About this School

## 2024-25 Student Enrollment by Grade Level

| Grade Level | Number of Students |
|---|---|
| **Kindergarten** | 143 |
| **Grade 1** | 102 |
| **Grade 2** | 73 |
| **Grade 3** | 94 |
| **Grade 4** | 69 |
| **Grade 5** | 104 |
| **Total Enrollment** | 585 |

## 2024-25 Student Enrollment by Student Group

| Student Group | Percent of Total Enrollment |
|---|---|
| **Female** | 53.2 |
| **Male** | 46.8 |
| **American Indian or Alaska Native** | 0.2 |
| **Asian** | 5.1 |
| **Black or African American** | 1.4 |
| **Filipino** | 4.8 |
| **Hispanic or Latino** | 81.5 |
| **Native Hawaiian or Pacific Islander** | 0.2 |
| **Two or More Races** | 2.9 |
| **White** | 3.9 |
| **English Learners** | 23.4 |
| **Homeless** | 10.1 |
| **Migrant** | 0.9 |
| **Socioeconomically Disadvantaged** | 74.5 |
| **Students with Disabilities** | 16.1 |

## A. Conditions of Learning

### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

## 2021-22 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 27.5 | 98.21 | 639.4 | 88.51 | 234405.2 | 84 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 7.6 | 1.05 | 4853 | 1.74 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 0 | 0 | 29.1 | 4.03 | 12001.5 | 4.3 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0 | 0 | 7.3 | 1.01 | 11953.1 | 4.28 |
| **Unknown/Incomplete/NA** | 0.5 | 1.79 | 38.9 | 5.39 | 15831.9 | 5.67 |
| **Total Teaching Positions** | 28 | 100 | 722.4 | 100 | 279044.8 | 100 |

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2022-23 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 29.1 | 96.68 | 641.2 | 88.19 | 231142.4 | 83.24 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 5.3 | 0.74 | 5566.4 | 2 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 1 | 3.32 | 34 | 4.68 | 14938.3 | 5.38 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0 | 0 | 8.1 | 1.12 | 11746.9 | 4.23 |
| **Unknown/Incomplete/NA** | 0 | 0 | 38.3 | 5.28 | 14303.8 | 5.15 |
| **Total Teaching Positions** | 30.1 | 100 | 727.1 | 100 | 277698 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2023-24 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 29 | 96.67 | 608.8 | 86.98 | 230039.4 | 100 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 2.7 | 0.39 | 6213.8 | 2.23 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 1 | 3.33 | 33.6 | 4.81 | 16855 | 6.04 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0 | 0 | 9.5 | 1.37 | 12112.8 | 4.34 |
| **Unknown/Incomplete/NA** | 0 | 0 | 45.1 | 6.44 | 13705.8 | 4.91 |
| **Total Teaching Positions** | 30 | 100 | 700 | 100 | 278927.1 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

| Authorization/Assignment | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Permits and Waivers** | 0.00 | 0 | 0 |
| **Misassignments** | 0.00 | 1 | 1 |
| **Vacant Positions** | 0.00 | 0 | 0 |
| **Total Teachers Without Credentials and Misassignments** | 0.00 | 1 | 1 |

## Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Credentialed Teachers Authorized on a Permit or Waiver** | 0.00 | 0 | 0 |
| **Local Assignment Options** | 0.00 | 0 | 0 |
| **Total Out-of-Field Teachers** | 0.00 | 0 | 0 |

## Class Assignments

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Misassignments for English Learners** (a percentage of all the classes with English learners taught by teachers that are misassigned) | 0 | 3.3 | 3.3 |
| **No credential, permit or authorization to teach** (a percentage of all the classes taught by teachers with no record of an authorization to teach) | 0 | 0 | 0 |

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

## 2025-26 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 15, 2025 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

| | |
|---|---|
| **Year and month in which the data were collected** | October 2025 |

| Subject | List of Textbooks and Other Instructional Materials / Indicate if from Most Recent Adoption / Year of Adoption | Percent Students Lacking Own Assigned Copy |
|---|---|---|
| **Reading/Language Arts** | McGraw-Hill, Wonders/Maravillas Curriculum for ELA and ELD for grades K-5, adopted 2016 | 0 |
| **Mathematics** | McGraw-Hill, My Math Curriculum for grades K-5, adopted 2015 | 0 |
| **Science** | Imagine Learning, Twig Science for grades K-5, adopted 2022 | 0 |
| **History-Social Science** | Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023 | 0 |

Note: Cells with N/A values do not require data.

## School Facility Conditions and Planned Improvements

Brekke School, originally constructed in 1997, is currently comprised of 42 classrooms, a cafeteria, a library, a computer lab, a staff lounge, one Psychologist room, one Speech room, two Special Education rooms, and three playgrounds. The most recent inspections resulted in an overall “Good” rating.

| | |
|---|---|
| **Year and month of the most recent FIT report** | 7/20/2025 |

| System Inspected | Rate Good | Rate Fair | Rate Poor | Repair Needed and Action Taken or Planned |
|---|---|---|---|---|

## School Facility Conditions and Planned Improvements

| | | | | |
|---|---|---|---|---|
| **Systems:**<br>Gas Leaks, Mechanical/HVAC, Sewer | X | | | ROOM # 139: Condensation leak from AC unit. |
| **Interior:**<br>Interior Surfaces | | X | | KITCHEN: Floors need repair / replacement.<br>MULTIPURPOSE: Replace 2 ceiling tiles.<br>OFFICE: Replace 3 ceiling tiles<br>PREP ROOM # 11: Replace 1 ceiling tile.<br>ROOM # 104: Exposed drywall nutts and bolts, flooring<br>Room # 105: Tackable surface is torn.<br>ROOM # 116: Cabinets need adjustment.<br>ROOM # 131: 1 ceiling tile needs replacement.<br>ROOM # 133: Drywall is damaged below TV.<br>ROOM # 137: 2 lights are out, drywall is damaged.<br>ROOM # 138: Drywall is damaged on TV wall.<br>TEACHER WORKROOM: Bottom cabinet hinges need adjustment. |
| **Cleanliness:**<br>Overall Cleanliness, Pest/Vermin Infestation | X | | | |
| **Electrical** | X | | | ROOM # 106: 1 outlet cover needed.<br>ROOM # 109: 1 light is out, 1 slat missing<br>ROOM # 128: 1 light is out in room.<br>ROOM # 136: Replace 1 light cover.<br>UPPER GIRLS RESTROOM: 2 light covers missing. |
| **Restrooms/Fountains:**<br>Restrooms, Sinks/ Fountains | | X | | LOWER BOYS RESTROOMS: Handicap stall toilet is backed up.<br>LOWER GIRLS RESTROOM: 4th stall toilet is backed up.<br>ROOM # 124: light covers needed in bathroom.<br>UPPER BOYS RESTROOM: 1 stall door is ouched out., 1 sink/faucet does not work. |
| **Safety:**<br>Fire Safety, Hazardous Materials | X | | | |
| **Structural:**<br>Structural Damage, Roofs | X | | | ROOM # 201: Exterior sideskirt is rotting/damaged.<br>Missing 1 light cover. |
| **External:**<br>Playground/School Grounds, Windows/ Doors/Gates/Fences | X | | | |

## Overall Facility Rate

| Exemplary | Good | Fair | Poor |
|---|---|---|---|
| | X | | |

## B. Pupil Outcomes

## State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

**Statewide Assessments**
(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

**College and Career Ready**
The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

### Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

ELA and mathematics test results include the Smarter Balanced Summative Assessments and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **English Language Arts/Literacy** (grades 3-8 and 11) | 53 | 56 | 30 | 33 | 47 | 48 |
| **Mathematics** (grades 3-8 and 11) | 37 | 42 | 20 | 22 | 35 | 37 |

### 2024-25 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus

the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 266 | 263 | 98.87 | 1.13 | 55.89 |
| **Female** | 136 | 135 | 99.26 | 0.74 | 52.59 |
| **Male** | 130 | 128 | 98.46 | 1.54 | 59.38 |
| **American Indian or Alaska Native** | -- | -- | -- | -- | -- |
| **Asian** | 16 | 15 | 93.75 | 6.25 | 66.67 |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | 14 | 14 | 100.00 | 0.00 | 92.86 |
| **Hispanic or Latino** | 208 | 206 | 99.04 | 0.96 | 52.43 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- | -- |
| **Two or More Races** | 12 | 12 | 100.00 | 0.00 | 75.00 |
| **White** | 13 | 13 | 100.00 | 0.00 | 46.15 |
| **English Learners** | 46 | 44 | 95.65 | 4.35 | 25.00 |
| **Foster Youth** | -- | -- | -- | -- | -- |
| **Homeless** | 23 | 22 | 95.65 | 4.35 | 50.00 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 185 | 183 | 98.92 | 1.08 | 50.82 |
| **Students Receiving Migrant Education Services** | 0 | 0 | 0 | 0 | 0 |
| **Students with Disabilities** | 50 | 49 | 98.00 | 2.00 | 18.37 |

## 2024-25 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 266 | 263 | 98.87 | 1.13 | 41.83 |
| **Female** | 136 | 134 | 98.53 | 1.47 | 35.82 |
| **Male** | 130 | 129 | 99.23 | 0.77 | 48.06 |
| **American Indian or Alaska Native** | -- | -- | -- | -- | -- |
| **Asian** | 16 | 15 | 93.75 | 6.25 | 53.33 |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | 14 | 14 | 100.00 | 0.00 | 78.57 |
| **Hispanic or Latino** | 208 | 207 | 99.52 | 0.48 | 35.27 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- | -- |
| **Two or More Races** | 12 | 12 | 100.00 | 0.00 | 75.00 |
| **White** | 13 | 12 | 92.31 | 7.69 | 66.67 |
| **English Learners** | 46 | 45 | 97.83 | 2.17 | 24.44 |
| **Foster Youth** | -- | -- | -- | -- | -- |
| **Homeless** | 23 | 23 | 100.00 | 0.00 | 39.13 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 185 | 183 | 98.92 | 1.08 | 36.61 |
| **Students Receiving Migrant Education Services** | 0 | 0 | 0 | 0 | 0 |
| **Students with Disabilities** | 50 | 50 | 100.00 | 0.00 | 10.00 |

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA for Science. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA for Science divided by the total number of students who participated in a science assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **Science** (grades 5, 8 and high school) | 28.72 | 23.71 | 16.23 | 18.14 | 30.73 | 32.33 |

## 2024-25 CAASPP Test Results in Science by Student Group

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

| Student Group | Total Enrollment | Number Tested | Percent Tested | Percent Not Tested | Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 105 | 103 | 98.10 | 1.90 | 23.30 |
| **Female** | 56 | 55 | 98.21 | 1.79 | 21.82 |
| **Male** | 49 | 48 | 97.96 | 2.04 | 25.00 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | -- | -- | -- | -- | -- |
| **Black or African American** | 0 | 0 | 0 | 0 | 0 |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 85 | 83 | 97.65 | 2.35 | 19.28 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | -- | -- | -- | -- | -- |
| **English Learners** | 16 | 16 | 100.00 | 0.00 | 6.25 |
| **Foster Youth** | -- | -- | -- | -- | -- |
| **Homeless** | -- | -- | -- | -- | -- |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 77 | 76 | 98.70 | 1.30 | 18.42 |
| **Students Receiving Migrant Education Services** | 0 | 0 | 0 | 0 | 0 |
| **Students with Disabilities** | 27 | 27 | 100.00 | 0.00 | 11.11 |

# B. Pupil Outcomes

## State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

## 2024-25 California Physical Fitness Test Participation Rates

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT requires only participation results for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

| Grade Level | Component 1: Aerobic Capacity | Component 2: Abdominal Strength and Endurance | Component 3: Trunk Extensor and Strength and Flexibility | Component 4: Upper Body Strength and Endurance | Component 5: Flexibility |
|---|---|---|---|---|---|
| **Grade 5** | 93% | 63% | 91% | 93% | 95% |

## C. Engagement

## State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

### 2025-26 Opportunities for Parental Involvement

At Brekke, we believe in forming strong partnerships with families and our community. We know that we learn best when we work together. We host numerous opportunities throughout the year designed to help us create and foster family engagement. Examples include family nights that focus on technology use, literacy, math, and special education; Family Meetings with the Principal; Back to School Night; parent-teacher conferences; and Open House. We also promote school-wide incentives, such as our Dolphin Pride assemblies, throughout the year to recognize and celebrate students and their families.

In addition, for students and families in need of targeted academic and socio-emotional support, we use progress monitoring, SSTs, and IEP meetings to identify needs and add layers of support as needed.

At Brekke, we encourage families to become active members of our English Learner Advisory Committee, School Site Council, and PTA. We also promote fun PTA community-building activities, such as dinner nights, skating get-togethers, Trunk or Treat, our Kindness Dance, and a Holiday Movie Night. Our PTA conducts fundraising opportunities throughout the school year to help us promote and fund a positive and engaging culture at Brekke.

All opportunities for parental involvement can be found on our school website (https://www.oxnardsd.org/Domain/47), and/or information can be obtained by calling the school office at (805) 385-1521.

## 2024-25 Chronic Absenteeism by Student Group

| Student Group | Cumulative Enrollment | Chronic Absenteeism Eligible Enrollment | Chronic Absenteeism Count | Chronic Absenteeism Rate |
|---|---|---|---|---|
| **All Students** | 613 | 600 | 165 | 27.5 |
| **Female** | 326 | 319 | 88 | 27.6 |
| **Male** | 287 | 281 | 77 | 27.4 |
| **Non-Binary** | -- | -- | -- | -- |
| **American Indian or Alaska Native** | -- | -- | -- | -- |
| **Asian** | 32 | 30 | 3 | 10.0 |
| **Black or African American** | -- | -- | -- | -- |
| **Filipino** | 29 | 29 | 6 | 20.7 |
| **Hispanic or Latino** | 499 | 490 | 145 | 29.6 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- |
| **Two or More Races** | 17 | 17 | 2 | 11.8 |
| **White** | 24 | 24 | 6 | 25.0 |
| **English Learners** | 149 | 144 | 37 | 25.7 |
| **Foster Youth** | -- | -- | -- | -- |
| **Homeless** | 66 | 64 | 14 | 21.9 |
| **Socioeconomically Disadvantaged** | 469 | 461 | 139 | 30.2 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- |
| **Students with Disabilities** | 114 | 111 | 43 | 38.7 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## C. Engagement

### State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

## Suspensions and Expulsions

This table displays suspensions data.

| Suspensions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 0.48 | 0 | 0 | 4.91 | 3.34 | 2.35 | 3.6 | 3.28 | 2.94 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

This table displays expulsions data.

| Expulsions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 0 | 0 | 0 | 0.02 | 0.03 | 0.01 | 0.08 | 0.07 | 0.06 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2024-25 Suspensions and Expulsions by Student Group

| Student Group | Suspensions Rate | Expulsions Rate |
|---|---|---|
| **All Students** | 0.00 | 0.00 |
| **Female** | 0.00 | 0.00 |
| **Male** | 0.00 | 0.00 |
| **Non-Binary** | 0.00 | 0.00 |
| **American Indian or Alaska Native** | 0.00 | 0.00 |
| **Asian** | 0.00 | 0.00 |
| **Black or African American** | 0.00 | 0.00 |
| **Filipino** | 0.00 | 0.00 |
| **Hispanic or Latino** | 0.00 | 0.00 |
| **Native Hawaiian or Pacific Islander** | 0.00 | 0.00 |
| **Two or More Races** | 0.00 | 0.00 |
| **White** | 0.00 | 0.00 |
| **English Learners** | 0.00 | 0.00 |
| **Foster Youth** | 0.00 | 0.00 |
| **Homeless** | 0.00 | 0.00 |
| **Socioeconomically Disadvantaged** | 0.00 | 0.00 |
| **Students Receiving Migrant Education Services** | 0.00 | 0.00 |
| **Students with Disabilities** | 0.00 | 0.00 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2025-26 School Safety Plan

The safety of students and staff is our top priority at Brekke School. We have a closed campus with a secured front entrance, and all visitors to the campus must be given entrance via a monitored doorbell and a visual ID monitoring camera. They are then required to sign in at the office and wear a visitor's pass. Family members who volunteer regularly at Brekke are fingerprinted and undergo a screening process at the district's expense. Supervision is provided to ensure the safety of each student before school, during breaks, at lunch, and after school. Supervision is a responsibility shared among campus assistants, teachers, and school administration.

To safeguard the well-being of students and staff at Brekke School, a comprehensive School Site Safety Plan has been developed by our Safety Committee. The Safety Plan is reviewed with staff members between November and January and adopted in February of each school year. Key elements of the Safety Plan include our visitor policy, playground supervision, traffic patterns, disaster drills, emergency materials, and evacuation procedures.

Our school is in compliance with all applicable laws, rules, and regulations related to hazardous materials and state earthquake standards. Safety drills are held regularly; fire drills are held monthly, and earthquake and lockdown drills are held quarterly.

# D. Other SARC Information

## Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

## 2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 20 | 1 | 5 | 0 |
| **1** | 23 | 0 | 4 | 0 |
| **2** | 18 | 1 | 3 | 0 |
| **3** | 23 | 0 | 4 | 0 |
| **4** | 25 | 1 | 3 | 0 |
| **5** | 28 | 1 | 3 | 0 |
| **6** | 0 | 0 | 0 | 0 |
| **Other** | 12 | 4 | 0 | 0 |

## 2023-24 Elementary Average Class Size and Class Size Distribution

This table displays the 2023-24 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 22 | 0 | 4 | 0 |
| **1** | 23 | 0 | 3 | 0 |
| **2** | 24 | 0 | 4 | 0 |
| **3** | 23 | 0 | 3 | 0 |
| **4** | 28 | 1 | 3 | 0 |
| **5** | 22 | 2 | 3 | 0 |
| **6** | 0 | 0 | 0 | 0 |
| **Other** | 12 | 4 | 0 | 0 |

## 2024-25 Elementary Average Class Size and Class Size Distribution

This table displays the 2024-25 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 18 | 1 | 4 | |
| **1** | 24 | | 4 | |
| **2** | 24 | | 3 | |
| **3** | 23 | | 4 | |
| **4** | 24 | 1 | | 1 |
| **5** | 23 | 2 | 1 | |
| **Other** | 8 | 4 | | |

## 2024-25 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

| Title | Ratio |
|---|---|
| **Pupils to Academic Counselor** | 588 |

## 2024-25 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. The "Other" category is for all other student support services staff positions not listed.

| Title | Number of FTE Assigned to School |
|---|---|
| **Counselor (Academic, Social/Behavioral or Career Development)** | 1 |
| **Library Media Teacher (Librarian)** | |
| **Library Media Services Staff (Paraprofessional)** | |
| **Psychologist** | 1.3 |
| **Social Worker** | |
| **Nurse** | |
| **Speech/Language/Hearing Specialist** | 3 |
| **Resource Specialist (non-teaching)** | |
| **Other** | |

## Fiscal Year 2023-24 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2023-24 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

| Level | Total Expenditures Per Pupil | Expenditures Per Pupil (Restricted) | Expenditures Per Pupil (Unrestricted) | Average Teacher Salary |
|---|---|---|---|---|
| **School Site** | $5,967.27 | $85.23 | $5,882.03 | $123,452.66 |
| **District** | N/A | N/A | $5,362.06 | $114,681.45 |
| **Percent Difference - School Site and District** | N/A | N/A | 9.2 | 20.3 |
| **State** | N/A | N/A | $11,146 | $101,700 |
| **Percent Difference - School Site and State** | N/A | N/A | -58.7 | 24.7 |

## Fiscal Year 2024-25 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality
and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

## Fiscal Year 2023-24 Teacher and Administrative Salaries

This table displays the 2023-24 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at http://www.cde.ca.gov/ds/fd/cs/.

| Category | District Amount | State Average for Districts in Same Category |
|---|---|---|
| **Beginning Teacher Salary** | $60,636 | $61,597 |
| **Mid-Range Teacher Salary** | $100,466 | $98,902 |
| **Highest Teacher Salary** | $131,818 | $126,340 |
| **Average Principal Salary (Elementary)** | $140,658 | $158,383 |
| **Average Principal Salary (Middle)** | $155,782 | $165,207 |
| **Average Principal Salary (High)** | | $162,237 |
| **Superintendent Salary** | $240,000 | $288,332 |
| **Percent of Budget for Teacher Salaries** | 27.88% | 31.29% |
| **Percent of Budget for Administrative Salaries** | 3.85% | 5.38% |

## Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past several school years (2021-22 to present), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. Some of the days occur before the start of school year and some occur during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

| Subject | 2023-24 | 2024-25 | 2025-26 |
|---|---|---|---|
| **Number of school days dedicated to Staff Development and Continuous Improvement** | 2 | 2 | 2 |

# Cesar E. Chavez TK-8 School

## 2024-2025 School Accountability Report Card
## (Published During the 2025-2026 School Year)

## General Information about the School Accountability Report Card (SARC)

### SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

### DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

### California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

### Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## 2025-26 School Contact Information

| | |
|---|---|
| **School Name** | Cesar E. Chavez TK-8 School |
| **Street** | 301 North Marquita Street |
| **City, State, Zip** | Oxnard, CA 93030-3792 |
| **Phone Number** | (805) 385-1524 |
| **Principal** | Pavel Escobedo Garcia |
| **Email Address** | pescobedogarcia@oxnardsd.org |
| **School Website** | www.oxnardsd.org/chavez |
| **Grade Span** | TK-8 |
| **County-District-School (CDS) Code** | 56725386055321 |

## 2025-26 District Contact Information

| | |
|---|---|
| **District Name** | Oxnard School District |
| **Phone Number** | (805) 385-1501 |
| **Superintendent** | Dr. Ana DeGenna |
| **Email Address** | adegenna@oxnardsd.org |
| **District Website** | http://www.oxnardsd.org |

## 2025-26 School Description and Mission Statement

Cesar E. Chavez Academy of Literacy, Communication Arts, and Technology (CALCAT) serves students from TK to 8th grade. Guided by our school vision, “Where students soar to their full potential,” and mission, “Support Resilient and Independent Learners through Rigorous and Engaging Experiences utilizing Technology through Literacy and Communication Arts (CALCAT) to prepare them for an ever-changing world,” we are dedicated to nurturing successful students who embody the OSD Student Profile. Our school emphasizes high-quality first instruction and writing across all grade levels through two programs: a research-based Dual Language Instruction (DLI) program and a Structured English Immersion (SEI) program. Middle school students can explore electives such as AVID, Environmental Science, and Journalism. Students are supported through Positive Behavior Interventions and Supports (PBIS) and a Multi-Tiered System of Support (MTSS).

Aligned with our Biliteracy Vision to “provide students the opportunity to become biliterate, bilingual, and multicultural through a rigorous academic program so they can develop to their fullest potential as global citizens,” Chavez offers a full Biliteracy program from TK to 6th grade and Spanish Literature electives in 7th and 8th grades. These programs use research-based Biliteracy Unit Frameworks (BUFs), with teachers supported through collaboration, planning, and training.

Our district's strategic plan, Oxnard Empowers, supports our collective efforts with a focus on cultivating confident, empowered multilingual global citizens. Our Vision to Ignite, Transform, Nurture, and Embrace guides the district’s five strategic goals: Academic Achievement, Safe Learning Environments, Guidance and Support, Family/Community Alliances, and Transformational Leadership. Chavez aligns its school goals with these priorities, fostering professional learning communities (PLCs) and collaboration among teams to ensure high-quality instruction and data-driven decision-making.

To enhance student learning, we implement a Guaranteed Viable Curriculum (GVC) and offer targeted interventions during Universal Access and MTSS times periods. Paraeducators provide additional small-group support. This year, we are partnering with Orenda Education to strengthen our curriculum alignment,  teaching strategies, refine PLCs, and fully implement observation-and-feedback cycles.

Chavez School operates under a distributed leadership model, focusing on academic achievement, behavior management (PBIS), and community involvement. Our PBIS program fosters a positive and safe school culture using CHAMPS strategies and SOAR guidelines:

## 2025-26 School Description and Mission Statement

Safe
Organized
Accountable
Respectful

We actively engage families and the community through parent workshops and educational partnerships, preparing students for success in an ever-changing world. Communication is enhanced through our website, Parent Square, and social media.

Chavez School is committed to providing every student with rigorous, engaging, and supportive experiences that empower them to succeed academically, socially, and globally.

# About this School

## 2024-25 Student Enrollment by Grade Level

| Grade Level | Number of Students |
|---|---|
| **Kindergarten** | 90 |
| **Grade 1** | 68 |
| **Grade 2** | 68 |
| **Grade 3** | 69 |
| **Grade 4** | 66 |
| **Grade 5** | 95 |
| **Grade 6** | 95 |
| **Grade 7** | 105 |
| **Grade 8** | 98 |
| **Total Enrollment** | 754 |

## 2024-25 Student Enrollment by Student Group

| Student Group | Percent of Total Enrollment |
|---|---|
| **Female** | 47.3 |
| **Male** | 52.5 |
| **Non-Binary** | 0.1 |
| **Black or African American** | 0.1 |
| **Hispanic or Latino** | 98.5 |
| **White** | 1.3 |
| **English Learners** | 63.9 |
| **Homeless** | 35.7 |
| **Migrant** | 3.2 |
| **Socioeconomically Disadvantaged** | 98.4 |
| **Students with Disabilities** | 13.7 |

## A. Conditions of Learning

### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

## 2021-22 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 38.9 | 87.51 | 639.4 | 88.51 | 234405.2 | 84 |
| **Intern Credential Holders Properly Assigned** | 0.7 | 1.57 | 7.6 | 1.05 | 4853 | 1.74 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 0.5 | 1.12 | 29.1 | 4.03 | 12001.5 | 4.3 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 1.2 | 2.88 | 7.3 | 1.01 | 11953.1 | 4.28 |
| **Unknown/Incomplete/NA** | 3 | 6.88 | 38.9 | 5.39 | 15831.9 | 5.67 |
| **Total Teaching Positions** | 44.5 | 100 | 722.4 | 100 | 279044.8 | 100 |

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2022-23 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 37.8 | 86.5 | 641.2 | 88.19 | 231142.4 | 83.24 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 5.3 | 0.74 | 5566.4 | 2 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 2.3 | 5.33 | 34 | 4.68 | 14938.3 | 5.38 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 2.4 | 5.65 | 8.1 | 1.12 | 11746.9 | 4.23 |
| **Unknown/Incomplete/NA** | 1.1 | 2.52 | 38.3 | 5.28 | 14303.8 | 5.15 |
| **Total Teaching Positions** | 43.7 | 100 | 727.1 | 100 | 277698 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2023-24 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 36.5 | 94.5 | 608.8 | 86.98 | 230039.4 | 100 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 2.7 | 0.39 | 6213.8 | 2.23 |
| **Teachers Without Credentials and Misassignments ("ineffective" under ESSA)** | 1.5 | 3.87 | 33.6 | 4.81 | 16855 | 6.04 |
| **Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)** | 0 | 0 | 9.5 | 1.37 | 12112.8 | 4.34 |
| **Unknown/Incomplete/NA** | 0.6 | 1.63 | 45.1 | 6.44 | 13705.8 | 4.91 |
| **Total Teaching Positions** | 38.7 | 100 | 700 | 100 | 278927.1 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

| Authorization/Assignment | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Permits and Waivers** | 0.50 | 1 | 1.5 |
| **Misassignments** | 0.00 | 1.3 | 0 |
| **Vacant Positions** | 0.00 | 0 | 0 |
| **Total Teachers Without Credentials and Misassignments** | 0.50 | 2.3 | 1.5 |

## Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Credentialed Teachers Authorized on a Permit or Waiver** | 0.00 | 0.5 | 0 |
| **Local Assignment Options** | 1.20 | 1.9 | 0 |
| **Total Out-of-Field Teachers** | 1.20 | 2.4 | 0 |

## Class Assignments

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Misassignments for English Learners** (a percentage of all the classes with English learners taught by teachers that are misassigned) | 0 | 5.4 | 0 |
| **No credential, permit or authorization to teach** (a percentage of all the classes taught by teachers with no record of an authorization to teach) | 0 | 5.5 | 0 |

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

## 2025-26 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 15, 2025 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

| | |
|---|---|
| **Year and month in which the data were collected** | October 2025 |

| Subject | List of Textbooks and Other Instructional Materials / Indicate if from Most Recent Adoption / Year of Adoption | Percent Students Lacking Own Assigned Copy |
|---|---|---|
| **Reading/Language Arts** | McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016<br>McGraw-Hill, Study Sync Curriculum for ELA/ELD for grades 6-8, adopted 2017<br>Houghton Mifflin/Harcourt, English 3D for ELD for grades 6-8, adopted 2015 | 0 |
| **Mathematics** | McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015<br>Pearson, Connected Math 3 Curriculum for grades 6-8, adopted 2015 | 0 |
| **Science** | Imagine Learning, Twig Science for grades K-5, adopted 2022<br>McGraw-Hill, Inspire for grades 6-8, adopted 2020 | 0 |
| **History-Social Science** | Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023<br>Cengage, National Geographic Learning for grades 6-8, adopted 2019 | 0 |

Note: Cells with N/A values do not require data.

## School Facility Conditions and Planned Improvements

The Cesar Chavez two-story building was constructed in 2005 and is currently comprised of 34 classrooms, a library, a staff lounge, one computer lab, and a playground. The Family Resource Center is located on campus, and a cafeteria was

## School Facility Conditions and Planned Improvements

constructed in 1951 when a previous school on the same site first opened. The most recent inspections resulted in an overall "Good" rating.

| Year and month of the most recent FIT report | 7/15/2025 |
|---|---|

| System Inspected | Rate Good | Rate Fair | Rate Poor | Repair Needed and Action Taken or Planned |
|---|---|---|---|---|
| **Systems:**<br>Gas Leaks, Mechanical/HVAC, Sewer | X | | | Room # 402 Locker Room: Remount thermostat. |
| **Interior:**<br>Interior Surfaces | | X | | Room # 113: Replace 1 ceiling tile.<br>Room # 144: Replace damaged celing tile.<br>Room # 201: Missing ceiling tiles<br>Room # 207: Missing 4 ceiling tiles. Sink needs 2 new handles.<br>Room # 217: Missing ceiling tiles. 5 missing blinds.<br>Room # 220: Missing ceiling tiles<br>Room # 311: Replace damaged celing tile.<br>Room # 401 Locker Room: Replace damaged celing tile.<br>Room 119: Replace 1 ceiling tile.<br>Science Room # 205: 3 missing ceiling tiles. |
| **Cleanliness:**<br>Overall Cleanliness, Pest/Vermin Infestation | X | | | |
| **Electrical** | X | | | Room # 101: Restroom needs 2 light covers.<br>Room # 105: Tube hot water valve in sink. J-box cover needed, Daisy chain electrical issues.<br>Room # 106: Replace 1 light fixture. |
| **Restrooms/Fountains:**<br>Restrooms, Sinks/ Fountains | X | | | Bldg. # 300 Boys Restroom: 1 loose faucet.<br>Bldg. # 300 Girls Restroom: 1 loose faucet.<br>Room # 105: Tube hot water valve in sink. J-box cover needed, Daisy chain electrical issues.<br>Room # 211: Drinking fountain needs repair.<br>Second Floor Adult Restroom: Women's RR loose toilet seat.<br>Second Floor Student Restroom: Girls RR toilet seat is loose. Replace latch on 2nd stall boys RR. |
| **Safety:**<br>Fire Safety, Hazardous Materials | X | | | Room # 210: Needs new fire ext. bracket. |
| **Structural:**<br>Structural Damage, Roofs | X | | | |
| **External:**<br>Playground/School Grounds, Windows/ Doors/Gates/Fences | X | | | Room # 114: Paint touch up wall fall wall door.<br>Room # 202: Missing blinds.<br>Room # 207: Missing 4 ceiling tiles. Sink needs 2 new handles.<br>Room # 213: Missing blinds<br>Room # 215: Missing 4 blinds.<br>Room # 217: Missing ceiling tiles. 5 missing blinds.<br>Room # 218: Missing blinds.<br>Room # 310: Missing blinds |

## Overall Facility Rate

| Exemplary | Good | Fair | Poor |
|---|---|---|---|
| | X | | |

## B. Pupil Outcomes

### State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

**Statewide Assessments**
(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

**College and Career Ready**
The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

## Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

ELA and mathematics test results include the Smarter Balanced Summative Assessments and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **English Language Arts/Literacy** (grades 3-8 and 11) | 25 | 30 | 30 | 33 | 47 | 48 |
| **Mathematics** (grades 3-8 and 11) | 16 | 14 | 20 | 22 | 35 | 37 |

## 2024-25 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 516 | 506 | 98.06 | 1.94 | 29.84 |
| **Female** | 253 | 248 | 98.02 | 1.98 | 32.26 |
| **Male** | 262 | 257 | 98.09 | 1.91 | 27.63 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | 0 | 0 | 0 | 0 | 0 |
| **Hispanic or Latino** | 505 | 495 | 98.02 | 1.98 | 29.90 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | 0 | 0 | 0 | 0 | 0 |
| **White** | -- | -- | -- | -- | -- |
| **English Learners** | 251 | 244 | 97.21 | 2.79 | 13.52 |
| **Foster Youth** | -- | -- | -- | -- | -- |
| **Homeless** | 185 | 182 | 98.38 | 1.62 | 25.82 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 506 | 496 | 98.02 | 1.98 | 29.84 |
| **Students Receiving Migrant Education Services** | 20 | 19 | 95.00 | 5.00 | 26.32 |
| **Students with Disabilities** | 71 | 69 | 97.18 | 2.82 | 7.25 |

## 2024-25 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 516 | 510 | 98.84 | 1.16 | 14.31 |
| **Female** | 253 | 250 | 98.81 | 1.19 | 10.00 |
| **Male** | 262 | 259 | 98.85 | 1.15 | 18.53 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | 0 | 0 | 0 | 0 | 0 |
| **Hispanic or Latino** | 505 | 499 | 98.81 | 1.19 | 14.43 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | 0 | 0 | 0 | 0 | 0 |
| **White** | -- | -- | -- | -- | -- |
| **English Learners** | 251 | 248 | 98.80 | 1.20 | 6.85 |
| **Foster Youth** | -- | -- | -- | -- | -- |
| **Homeless** | 185 | 183 | 98.92 | 1.08 | 12.57 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 506 | 500 | 98.81 | 1.19 | 14.60 |
| **Students Receiving Migrant Education Services** | 20 | 19 | 95.00 | 5.00 | 10.53 |
| **Students with Disabilities** | 71 | 69 | 97.18 | 2.82 | 4.35 |

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA for Science. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA for Science divided by the total number of students who participated in a science assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **Science** (grades 5, 8 and high school) | 12.9 | 15.59 | 16.23 | 18.14 | 30.73 | 32.33 |

## 2024-25 CAASPP Test Results in Science by Student Group

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

| Student Group | Total Enrollment | Number Tested | Percent Tested | Percent Not Tested | Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 191 | 186 | 97.38 | 2.62 | 15.59 |
| **Female** | 87 | 85 | 97.70 | 2.30 | 16.47 |
| **Male** | 104 | 101 | 97.12 | 2.88 | 14.85 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | 0 | 0 | 0 | 0 | 0 |
| **Filipino** | 0 | 0 | 0 | 0 | 0 |
| **Hispanic or Latino** | 182 | 177 | 97.25 | 2.75 | 16.38 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | 0 | 0 | 0 | 0 | 0 |
| **White** | -- | -- | -- | -- | -- |
| **English Learners** | 80 | 77 | 96.25 | 3.75 | 5.19 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 66 | 64 | 96.97 | 3.03 | 18.75 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 188 | 183 | 97.34 | 2.66 | 15.30 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 25 | 24 | 96.00 | 4.00 | 4.17 |

## B. Pupil Outcomes

## State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

### 2024-25 California Physical Fitness Test Participation Rates

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT requires only participation results for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

| Grade Level | Component 1: Aerobic Capacity | Component 2: Abdominal Strength and Endurance | Component 3: Trunk Extensor and Strength and Flexibility | Component 4: Upper Body Strength and Endurance | Component 5: Flexibility |
|---|---|---|---|---|---|
| **Grade 5** | 100% | 100% | 100% | 100% | 100% |
| **Grade 7** | 100% | 100% | 100% | 100% | 100% |

## C. Engagement

## State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

### 2025-26 Opportunities for Parental Involvement

Chavez School is deeply committed to communicate all school information to all stakeholders on a regular basis through committees, meetings, school informational news via flyers, posting signs on school gates, Parent Square, and the school's website.

Parent and community involvement is essential to nurturing student success at Chavez School. We actively invite and value input through a collaboratively developed school/parent/community involvement policy. Families are informed and engaged through multiple avenues, including meetings and committees, such as School Site Council, English Learner Advisory Committee, Title 1 Meetings, and "Coffee with the Principal," where they receive information and provide feedback on critical decisions.

To keep families connected, we update our website and social media accounts (Instagram and Facebook) regularly. Monthly and as-needed communications, including calendars and flyers, are shared via these platforms and Parent Square. Teachers maintain communication through phone calls, conferences, progress reports, and behavior updates. A weekly parent newsletter is shared with families via ParentSquare, with reminders throughout the week.

We offer parent workshops on topics like parenting skills, ESL, technology, curriculum, and assessments to empower families to support learning at home. For 8th-grade families, transition meetings ease the move to high school. Our Outreach Consultant and School Counselors connect families with services to address social-emotional needs, while partnerships with local businesses and colleges bring additional resources to support our school community. Middle school and TK/K meetings are held before each new school year to inform families of transitions and ensure students are prepared for changes in expectations.

With strong PTA support, Chavez hosts activities like Literacy and Math Family Nights to engage families in learning and understanding Common Core State Standards. Celebratory events, including trimester Eagles Awards Assemblies, recognize student achievements and motivate academic success. Parent/Teacher Conferences provide opportunities to review student progress, set goals, and identify strategies for improvement. For students requiring additional support, families may participate in Student Success Team meetings to address academic, social, emotional, or behavioral needs.

## 2025-26 Opportunities for Parental Involvement

Chavez School is committed to clear and consistent communication with all stakeholders through meetings, committees, flyers, gate postings, Parent Square, and the school's website. Together, we create a supportive, informed community dedicated to student success.

## 2024-25 Chronic Absenteeism by Student Group

| Student Group | Cumulative Enrollment | Chronic Absenteeism Eligible Enrollment | Chronic Absenteeism Count | Chronic Absenteeism Rate |
|---|---|---|---|---|
| **All Students** | 775 | 767 | 131 | 17.1 |
| **Female** | 368 | 363 | 57 | 15.7 |
| **Male** | 406 | 403 | 74 | 18.4 |
| **Non-Binary** | -- | -- | -- | -- |
| **American Indian or Alaska Native** | -- | -- | -- | -- |
| **Asian** | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- |
| **Hispanic or Latino** | 764 | 756 | 127 | 16.8 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- |
| **White** | -- | -- | -- | -- |
| **English Learners** | 499 | 496 | 81 | 16.3 |
| **Foster Youth** | -- | -- | -- | -- |
| **Homeless** | 282 | 278 | 44 | 15.8 |
| **Socioeconomically Disadvantaged** | 763 | 755 | 130 | 17.2 |
| **Students Receiving Migrant Education Services** | 39 | 39 | 6 | 15.4 |
| **Students with Disabilities** | 121 | 119 | 27 | 22.7 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

# C. Engagement

## State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

## Suspensions and Expulsions

This table displays suspensions data.

| Suspensions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 3.53 | 2.99 | 1.94 | 4.91 | 3.34 | 2.35 | 3.6 | 3.28 | 2.94 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

This table displays expulsions data.

| Expulsions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 0 | 0 | 0 | 0.02 | 0.03 | 0.01 | 0.08 | 0.07 | 0.06 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2024-25 Suspensions and Expulsions by Student Group

| Student Group | Suspensions Rate | Expulsions Rate |
|---|---|---|
| **All Students** | 1.94 | 0.00 |
| **Female** | 1.36 | 0.00 |
| **Male** | 2.46 | 0.00 |
| **Non-Binary** | 0.00 | 0.00 |
| **American Indian or Alaska Native** | 0.00 | 0.00 |
| **Asian** | 0.00 | 0.00 |
| **Black or African American** | 0.00 | 0.00 |
| **Filipino** | 0.00 | 0.00 |
| **Hispanic or Latino** | 1.96 | 0.00 |
| **Native Hawaiian or Pacific Islander** | 0.00 | 0.00 |
| **Two or More Races** | 0.00 | 0.00 |
| **White** | 0.00 | 0.00 |
| **English Learners** | 1.80 | 0.00 |
| **Foster Youth** | 0.00 | 0.00 |
| **Homeless** | 2.13 | 0.00 |
| **Socioeconomically Disadvantaged** | 1.97 | 0.00 |
| **Students Receiving Migrant Education Services** | 5.13 | 0.00 |
| **Students with Disabilities** | 2.48 | 0.00 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2025-26 School Safety Plan

At Chavez School, the safety of students and staff is a top priority. A comprehensive School Site Safety Plan, developed by the Safety Committee—comprised of classified staff, teachers, and administrators—ensures the well-being of the school community. The plan is reviewed and updated annually during meetings held from September 2025 to January 2026. It is shared with teachers and parent organizations for input before being finalized. On October 28, 2026, it was presented to the staff for input. On December 4, 2025, the Safety Committee will present the revised plan for approval by the School Site Council, after which it will be submitted to the school board for final approval. Key elements of the plan include the visitor policy, monthly emergency drills, emergency materials, and evacuation procedures.

Visitor Policy
All visitors must sign in at the front office, wear a visitor's pass at all times, and follow established protocols. Parents picking up students before dismissal must check in at the office, present a valid photo ID, and sign out their child.

Campus Supervision
Student safety is ensured through active supervision before school, during breaks, at lunch, and after school by campus supervisors, teachers, staff, and administrators. Campus supervisors are equipped with two-way radios to maintain constant communication while on duty.

Emergency Preparedness
The school complies with laws and regulations regarding hazardous materials and state earthquake standards. Safety drills—including fire, lockdown, earthquake, and secure campus drills—are conducted monthly on a rotating schedule to ensure preparedness.

Chavez School remains committed to maintaining a secure environment where students and staff can thrive.

# D. Other SARC Information

## Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

## 2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 23 | 0 | 4 | 0 |
| **1** | 19 | 1 | 3 | 0 |
| **2** | 19 | 1 | 3 | 0 |
| **3** | 20 | 1 | 4 | 0 |
| **4** | 21 | 2 | 0 | 1 |
| **5** | 18 | 3 | 2 | 0 |
| **6** | 19 | 24 | 17 | 1 |
| **Other** | 22 | 0 | 1 | 0 |

## 2023-24 Elementary Average Class Size and Class Size Distribution

This table displays the 2023-24 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 23 | 0 | 3 | 0 |
| **1** | 23 | 0 | 3 | 0 |
| **2** | 24 | 0 | 3 | 0 |
| **3** | 22 | 0 | 3 | 0 |
| **4** | 32 | 0 | 3 | 0 |
| **5** | 23 | 1 | 3 | 0 |
| **6** | 21 | 8 | 26 | 0 |
| **Other** | 15 | 1 | 0 | 0 |

## 2024-25 Elementary Average Class Size and Class Size Distribution

This table displays the 2024-25 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 22 | | 3 | |
| **1** | 23 | | 3 | |
| **2** | 23 | | 3 | |
| **3** | 23 | | 3 | |
| **4** | 33 | | 1 | 1 |
| **5** | 27 | 1 | 2 | |
| **6** | 26 | 5 | 18 | |
| **Other** | 16 | 1 | | |

## 2024-25 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

| Title | Ratio |
|---|---|
| **Pupils to Academic Counselor** | 518 |

## 2024-25 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. The "Other" category is for all other student support services staff positions not listed.

| Title | Number of FTE Assigned to School |
|---|---|
| **Counselor (Academic, Social/Behavioral or Career Development)** | 1.5 |
| **Library Media Teacher (Librarian)** | |
| **Library Media Services Staff (Paraprofessional)** | |
| **Psychologist** | 2.3 |
| **Social Worker** | |
| **Nurse** | |
| **Speech/Language/Hearing Specialist** | 2 |
| **Resource Specialist (non-teaching)** | |
| **Other** | |

## Fiscal Year 2023-24 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2023-24 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

| Level | Total Expenditures Per Pupil | Expenditures Per Pupil (Restricted) | Expenditures Per Pupil (Unrestricted) | Average Teacher Salary |
|---|---|---|---|---|
| **School Site** | $5,303.37 | $163.81 | $5,139.57 | $102,245.79 |
| **District** | N/A | N/A | $5,362.06 | $114,681.45 |
| **Percent Difference - School Site and District** | N/A | N/A | -4.2 | 1.5 |
| **State** | N/A | N/A | $11,146 | $101,700 |
| **Percent Difference - School Site and State** | N/A | N/A | -70.8 | 6.0 |

## Fiscal Year 2024-25 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality
and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

## Fiscal Year 2023-24 Teacher and Administrative Salaries

This table displays the 2023-24 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at http://www.cde.ca.gov/ds/fd/cs/.

| Category | District Amount | State Average for Districts in Same Category |
|---|---|---|
| **Beginning Teacher Salary** | $60,636 | $61,597 |
| **Mid-Range Teacher Salary** | $100,466 | $98,902 |
| **Highest Teacher Salary** | $131,818 | $126,340 |
| **Average Principal Salary (Elementary)** | $140,658 | $158,383 |
| **Average Principal Salary (Middle)** | $155,782 | $165,207 |
| **Average Principal Salary (High)** | | $162,237 |
| **Superintendent Salary** | $240,000 | $288,332 |
| **Percent of Budget for Teacher Salaries** | 27.88% | 31.29% |
| **Percent of Budget for Administrative Salaries** | 3.85% | 5.38% |

## Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past several school years (2021-22 to present), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. Some of the days occur before the start of school year and some occur during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

| Subject | 2023-24 | 2024-25 | 2025-26 |
|---|---|---|---|
| **Number of school days dedicated to Staff Development and Continuous Improvement** | 2 | 2 | 2 |

# Curren School K-8

## 2024-2025 School Accountability Report Card
## (Published During the 2025-2026 School Year)

## General Information about the School Accountability Report Card (SARC)

### SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

### DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

### California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

### Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## 2025-26 School Contact Information

| | |
|---|---|
| **School Name** | Curren School K-8 |
| **Street** | 1101 North F St. |
| **City, State, Zip** | Oxnard, CA 93030-4003 |
| **Phone Number** | (805) 385-1527 |
| **Principal** | Pablo Ordaz |
| **Email Address** | pordaz@oxnardsd.org |
| **School Website** | www.oxnardsd.org/curren |
| **Grade Span** | K-8 |
| **County-District-School (CDS) Code** | 56725386055263 |

## 2025-26 District Contact Information

| | |
|---|---|
| **District Name** | Oxnard School District |
| **Phone Number** | (805) 385-1501 |
| **Superintendent** | Dr. Ana DeGenna |
| **Email Address** | adegenna@oxnardsd.org |
| **District Website** | http://www.oxnardsd.org |

## 2025-26 School Description and Mission Statement

Creating a Thriving K–8 Community of Learners and Leaders

At Curren School, we are dedicated to building a vibrant, inclusive learning community where more than 900 TK–8 students grow academically, socially, and emotionally. Our comprehensive program provides enriching opportunities, including schoolwide AVID instructional practices, Biliteracy, Designated and Integrated ELD, an Autism Program, and an After-School Enrichment Program. Through diverse extracurricular activities and clubs, we spark curiosity, nurture creativity, and build confidence in every learner.

Innovation in Education and Global Citizenship

A defining component of our curriculum is the Enriching Youth via Environmental Studies (EYES) initiative—an innovative strand woven throughout classroom learning. By exploring social, political, and scientific perspectives, students learn to think critically about their environment and their role in a global society. This integrated approach empowers students to understand their community and recognize how their knowledge and actions influence the world around them.

Vision and Mission – Shaping the Future Through Leadership, Identity, and Multilingualism

Vision: At Curren, we inspire confident, multilingual leaders to innovate, solve problems, and collaborate to shape the future as global thinkers.

Mission – At Curren, we RISE:

- Reflect on our identities while embracing and celebrating diverse cultures
- Inspire personal growth, curiosity, and a lifelong passion for learning
- Support inclusive, equitable, and dynamic learning environments
- Empower students to become responsible, multilingual, and engaged global citizens

These guiding principles define who we are and the kind of leaders we cultivate. At Curren, students do more than master

## 2025-26 School Description and Mission Statement

academics—they learn to think critically, understand their identities, communicate in multiple languages, and contribute meaningfully to a diverse global society.

Focused on Excellence – Best First Instruction

Our instructional focus centers on "best first instruction," ensuring that high-quality teaching begins on day one and continues throughout the year. Grounded in Common Core Standards and strengthened by 21st-century skills, our classrooms integrate technology, provide differentiated support, and feature a comprehensive system of social-emotional learning. Through Professional Learning Communities (PLCs) and a Multi-Tiered System of Supports (MTSS), teachers collaborate to provide targeted, individualized pathways for all students.

Building Strong Foundations – Rigor, Relevance, and Real-World Learning

We are committed to rigorous, data-driven instruction that challenges students to apply their math, literacy, biliteracy, and oracy skills in meaningful contexts. Our strong focus on reading comprehension and biliteracy prepares students to excel academically and communicate effectively in English and other languages.

Character Development and Leadership – A Community Effort

At Curren School, academic achievement is paired with strong character development. Through character education and student leadership programs, we foster integrity, empathy, responsibility, and respect. We value our partnership with families and the dedication of our faculty, working together to create a supportive and collaborative community centered on student success.

Empowering Every Student to Excel

Together, as a committed learning community, we aim to unlock each student's full potential—academically, socially, and personally. We look forward to welcoming your family to Curren School, where every child has the opportunity to learn, lead, and succeed.

# About this School

## 2024-25 Student Enrollment by Grade Level

| Grade Level | Number of Students |
|---|---|
| **Kindergarten** | 71 |
| **Grade 1** | 72 |
| **Grade 2** | 90 |
| **Grade 3** | 94 |
| **Grade 4** | 100 |
| **Grade 5** | 82 |
| **Grade 6** | 88 |
| **Grade 7** | 110 |
| **Grade 8** | 110 |
| **Total Enrollment** | 817 |

## 2024-25 Student Enrollment by Student Group

| Student Group | Percent of Total Enrollment |
|---|---|
| **Female** | 51.8 |
| **Male** | 48.2 |
| **Black or African American** | 0.1 |
| **Filipino** | 0.5 |
| **Hispanic or Latino** | 97.4 |
| **Two or More Races** | 0.4 |
| **White** | 1.6 |
| **English Learners** | 60 |
| **Foster Youth** | 0.1 |
| **Homeless** | 16.8 |
| **Migrant** | 4 |
| **Socioeconomically Disadvantaged** | 93.4 |
| **Students with Disabilities** | 15.1 |

## A. Conditions of Learning

### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

## 2021-22 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 43 | 92.47 | 639.4 | 88.51 | 234405.2 | 84 |
| **Intern Credential Holders Properly Assigned** | 0.4 | 0.86 | 7.6 | 1.05 | 4853 | 1.74 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 2 | 4.3 | 29.1 | 4.03 | 12001.5 | 4.3 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0 | 0 | 7.3 | 1.01 | 11953.1 | 4.28 |
| **Unknown/Incomplete/NA** | 1.1 | 2.37 | 38.9 | 5.39 | 15831.9 | 5.67 |
| **Total Teaching Positions** | 46.5 | 100 | 722.4 | 100 | 279044.8 | 100 |

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2022-23 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 45 | 93.43 | 641.2 | 88.19 | 231142.4 | 83.24 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 5.3 | 0.74 | 5566.4 | 2 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 1.3 | 2.76 | 34 | 4.68 | 14938.3 | 5.38 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0 | 0 | 8.1 | 1.12 | 11746.9 | 4.23 |
| **Unknown/Incomplete/NA** | 1.8 | 3.8 | 38.3 | 5.28 | 14303.8 | 5.15 |
| **Total Teaching Positions** | 48.2 | 100 | 727.1 | 100 | 277698 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2023-24 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 41.3 | 90.53 | 608.8 | 86.98 | 230039.4 | 100 |
| **Intern Credential Holders Properly Assigned** | 0.5 | 1.29 | 2.7 | 0.39 | 6213.8 | 2.23 |
| **Teachers Without Credentials and Misassignments ("ineffective" under ESSA)** | 2.3 | 5.23 | 33.6 | 4.81 | 16855 | 6.04 |
| **Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)** | 0 | 0 | 9.5 | 1.37 | 12112.8 | 4.34 |
| **Unknown/Incomplete/NA** | 1.3 | 2.91 | 45.1 | 6.44 | 13705.8 | 4.91 |
| **Total Teaching Positions** | 45.7 | 100 | 700 | 100 | 278927.1 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

| Authorization/Assignment | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Permits and Waivers** | 1.80 | 1.3 | 1 |
| **Misassignments** | 0.20 | 0 | 1.3 |
| **Vacant Positions** | 0.00 | 0 | 0 |
| **Total Teachers Without Credentials and Misassignments** | 2.00 | 1.3 | 2.3 |

## Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Credentialed Teachers Authorized on a Permit or Waiver** | 0.00 | 0 | 0 |
| **Local Assignment Options** | 0.00 | 0 | 0 |
| **Total Out-of-Field Teachers** | 0.00 | 0 | 0 |

## Class Assignments

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Misassignments for English Learners** (a percentage of all the classes with English learners taught by teachers that are misassigned) | 0.8 | 0 | 5.4 |
| **No credential, permit or authorization to teach** (a percentage of all the classes taught by teachers with no record of an authorization to teach) | 0 | 0 | 0 |

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

## 2025-26 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 15, 2025 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

| | |
|---|---|
| **Year and month in which the data were collected** | October 2025 |

| Subject | List of Textbooks and Other Instructional Materials / Indicate if from Most Recent Adoption / Year of Adoption | Percent Students Lacking Own Assigned Copy |
|---|---|---|
| **Reading/Language Arts** | McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016<br>McGraw-Hill, Study Sync Curriculum for ELA/ELD for grades 6-8, adopted 2017<br>Houghton Mifflin/Harcourt, English 3D for ELD for grades 6-8, adopted 2015 | 0 |
| **Mathematics** | McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015<br>Pearson, Connected Math 3 Curriculum for grades 6-8, adopted 2015 | 0 |
| **Science** | Imagine Learning, Twig Science for grades K-5, adopted 2022<br>McGraw-Hill, Inspire for grades 6-8, adopted 2020 | 0 |
| **History-Social Science** | Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023<br>Cengage, National Geographic Learning for grades 6-8, adopted 2019 | 0 |
| **Foreign Language** | McDougal Litell 2011 | 0 |

Note: Cells with N/A values do not require data.

## School Facility Conditions and Planned Improvements

Curren School, originally constructed in 1954, is currently comprised of 40 classrooms (including portables), a cafeteria, a library, a computer lab, a staff lounge, and workroom, five counseling rooms, and one playground. A two-story addition building to house students was completed in October 2008. This building houses 23 classrooms, a computer lab, and a staff lounge. The most recent inspections resulted in an overall “Good” rating.

| | |
|---|---|
| **Year and month of the most recent FIT report** | 7/15/2025 |

| System Inspected | Rate Good | Rate Fair | Rate Poor | Repair Needed and Action Taken or Planned |
|---|---|---|---|---|
| **Systems:**<br>Gas Leaks, Mechanical/HVAC, Sewer | X | | | |
| **Interior:**<br>Interior Surfaces | X | | | Room # 101: Base board needs to be put back on wall. 2 lights out. |
| **Cleanliness:**<br>Overall Cleanliness, Pest/Vermin Infestation | X | | | |
| **Electrical** | | X | | Bldg. # 600 Staff Restroom: 1 light is out.<br>Boys RR # 227: 1 light out. Missing handle from faucet.<br>Room # 101: Base board needs to be put back on wall. 2 lights out.<br>Room # 109: 1 light is out.<br>Room # 112: 1 light fixture out.<br>Room # 203: 1 light out. Missing blinds<br>Room # 204: 2 Lights are out.<br>Room # 205: 3 lights out.<br>Room # 210: 3 lights out.<br>Room # 212: 1 light out.<br>Room # 301: 1 Lights are out.<br>Room # 302: 2 Lights are out.<br>Room # 303: 1 light is out. Missing blinds.<br>Room # 501: Missing electrical cover outside<br>Room # 602: 1 light is out<br>Room #110: 1 light is out. |
| **Restrooms/Fountains:**<br>Restrooms, Sinks/ Fountains | X | | | Boys RR # 227: 1 light out. Missing handle from faucet.<br>Room # 105: Drinking fountain not working.<br>Room # 201: Drinking fountain not working. |
| **Safety:**<br>Fire Safety, Hazardous Materials | X | | | |
| **Structural:**<br>Structural Damage, Roofs | X | | | |
| **External:**<br>Playground/School Grounds, Windows/ Doors/Gates/Fences | X | | | Room # 107: 4 missing blinds.<br>Room # 203: 1 light out. Missing blinds<br>Room # 208: Missing blinds<br>Room # 401: Missing blinds.<br>Room # 402: Missing blinds.<br>Room # 403: Missing blinds<br>Room # 404: Missing blinds.<br>Room #110: 1 light is out. |

## Overall Facility Rate

| Exemplary | Good | Fair | Poor |
|---|---|---|---|
| | X | | |

## B. Pupil Outcomes

### State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

**Statewide Assessments**
(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

**College and Career Ready**
The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

## Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

ELA and mathematics test results include the Smarter Balanced Summative Assessments and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **English Language Arts/Literacy** (grades 3-8 and 11) | 31 | 33 | 30 | 33 | 47 | 48 |
| **Mathematics** (grades 3-8 and 11) | 16 | 21 | 20 | 22 | 35 | 37 |

## 2024-25 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 590 | 585 | 99.15 | 0.85 | 32.99 |
| **Female** | 307 | 306 | 99.67 | 0.33 | 39.87 |
| **Male** | 283 | 279 | 98.59 | 1.41 | 25.45 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 570 | 565 | 99.12 | 0.88 | 33.10 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | 13 | 13 | 100.00 | 0.00 | 30.77 |
| **English Learners** | 270 | 269 | 99.63 | 0.37 | 14.13 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 104 | 101 | 97.12 | 2.88 | 19.80 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 550 | 545 | 99.09 | 0.91 | 31.01 |
| **Students Receiving Migrant Education Services** | 22 | 22 | 100.00 | 0.00 | 22.73 |
| **Students with Disabilities** | 91 | 90 | 98.90 | 1.10 | 4.44 |

## 2024-25 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 590 | 585 | 99.15 | 0.85 | 20.68 |
| **Female** | 307 | 306 | 99.67 | 0.33 | 16.99 |
| **Male** | 283 | 279 | 98.59 | 1.41 | 24.73 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 570 | 565 | 99.12 | 0.88 | 20.18 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | 13 | 13 | 100.00 | 0.00 | 38.46 |
| **English Learners** | 270 | 269 | 99.63 | 0.37 | 11.15 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 104 | 101 | 97.12 | 2.88 | 9.90 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 550 | 545 | 99.09 | 0.91 | 19.27 |
| **Students Receiving Migrant Education Services** | 22 | 22 | 100.00 | 0.00 | 27.27 |
| **Students with Disabilities** | 91 | 90 | 98.90 | 1.10 | 3.33 |

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA for Science. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA for Science divided by the total number of students who participated in a science assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **Science** (grades 5, 8 and high school) | 14.87 | 19.17 | 16.23 | 18.14 | 30.73 | 32.33 |

## 2024-25 CAASPP Test Results in Science by Student Group

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

| Student Group | Total Enrollment | Number Tested | Percent Tested | Percent Not Tested | Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 197 | 194 | 98.48 | 1.52 | 19.07 |
| **Female** | 122 | 121 | 99.18 | 0.82 | 15.70 |
| **Male** | 75 | 73 | 97.33 | 2.67 | 24.66 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 186 | 183 | 98.39 | 1.61 | 19.67 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | -- | -- | -- | -- | -- |
| **English Learners** | 63 | 62 | 98.41 | 1.59 | 1.61 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 31 | 29 | 93.55 | 6.45 | 13.79 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 188 | 185 | 98.40 | 1.60 | 18.92 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 30 | 30 | 100.00 | 0.00 | 6.67 |

## B. Pupil Outcomes

## State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

### 2024-25 California Physical Fitness Test Participation Rates

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT requires only participation results for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

| Grade Level | Component 1: Aerobic Capacity | Component 2: Abdominal Strength and Endurance | Component 3: Trunk Extensor and Strength and Flexibility | Component 4: Upper Body Strength and Endurance | Component 5: Flexibility |
|---|---|---|---|---|---|
| **Grade 5** | 93% | 94% | 94% | 94% | 95% |
| **Grade 7** | 95% | 97% | 98% | 96% | 99% |

## C. Engagement

## State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

### 2025-26 Opportunities for Parental Involvement

Partnering for Student Success

At Curren School, we believe that when families and educators work together, students thrive. Parent involvement plays a vital role in strengthening academic achievement, building community, and creating a supportive environment where every child can succeed. We warmly invite all parents and guardians to partner with us through a variety of meaningful opportunities, coordinated by our English Learner Advisory Committee (ELAC), Parent-Teacher Association (PTA), School Site Council (SSC), and our dedicated Outreach Coordinator.

Working Together Through Collaborative Committees

Curren School offers several parent leadership groups that strengthen the home-school connection:

Parent Teacher Association (PTA) – Bringing families together to support schoolwide events, fundraisers, and activities that enhance student learning and enrich school culture.

English Learner Advisory Committee (ELAC) – Meeting regularly to discuss and support the academic success of our English Learners, providing a space for parent voice, collaboration, and advocacy.

School Site Council (SSC) – Meeting monthly (or as needed) to review and strengthen our School Plan for Student Achievement, ensuring our school's goals and resources align with student needs and school priorities.

These committees provide parents with an opportunity to participate in decision-making, share their ideas, and contribute to creating the best possible learning environment for all students.

Engaging School Events for Families

We proudly host a variety of events throughout the year to encourage parent participation, celebrate our diverse community,

## 2025-26 Opportunities for Parental Involvement

and support student success, including:

Back to School Night

Parent-Teacher Conferences

Math and Literacy Nights

Autism Parent Nights

Dual Language Immersion (DLI) Parent Meetings

Cultural celebrations

Coffee with the Principal

These events help families stay informed, build relationships, and take an active role in their child's academic, social, and emotional development.

Family Engagement and Hands-On Involvement

Our Parent and Family Engagement Policy outlines various ways families can be involved, including volunteering in classrooms, supporting school events, and participating in family learning activities. Parents are encouraged to join us in:

Celebrating cultural traditions, such as Día de los Muertos

Attending workshops, parent education sessions, and school events

Coaching or assisting with sports teams and clubs

Chaperoning field trips

Helping in classrooms or during enrichment activities

Every contribution, big or small, makes a difference.

We're Here to Support You

For more information or to explore involvement opportunities, we welcome parents to connect with Principal Pablo Ordaz at (805) 385-1527 or pordaz@oxnardsd.org

At Curren School, we deeply value our partnership with families and look forward to working together to create a warm, inclusive, and engaging learning environment where every student can learn, lead, and thrive.

## 2024-25 Chronic Absenteeism by Student Group

| Student Group | Cumulative Enrollment | Chronic Absenteeism Eligible Enrollment | Chronic Absenteeism Count | Chronic Absenteeism Rate |
|---|---|---|---|---|
| **All Students** | 850 | 840 | 128 | 15.2 |
| **Female** | 437 | 434 | 60 | 13.8 |
| **Male** | 413 | 406 | 68 | 16.7 |
| **Non-Binary** | -- | -- | -- | -- |
| **American Indian or Alaska Native** | -- | -- | -- | -- |
| **Asian** | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- |
| **Hispanic or Latino** | 827 | 818 | 123 | 15.0 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- |
| **White** | 15 | 14 | 3 | 21.4 |
| **English Learners** | 508 | 508 | 76 | 15.0 |
| **Foster Youth** | -- | -- | -- | -- |
| **Homeless** | 154 | 152 | 24 | 15.8 |
| **Socioeconomically Disadvantaged** | 789 | 786 | 120 | 15.3 |
| **Students Receiving Migrant Education Services** | 49 | 49 | 3 | 6.1 |
| **Students with Disabilities** | 147 | 143 | 31 | 21.7 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

# C. Engagement

## State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

## Suspensions and Expulsions

This table displays suspensions data.

| Suspensions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 3.07 | 2.58 | 2 | 4.91 | 3.34 | 2.35 | 3.6 | 3.28 | 2.94 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

This table displays expulsions data.

| Expulsions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 0 | 0 | 0 | 0.02 | 0.03 | 0.01 | 0.08 | 0.07 | 0.06 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2024-25 Suspensions and Expulsions by Student Group

| Student Group | Suspensions Rate | Expulsions Rate |
|---|---|---|
| **All Students** | 2.00 | 0.00 |
| **Female** | 0.46 | 0.00 |
| **Male** | 3.63 | 0.00 |
| **Non-Binary** | 0.00 | 0.00 |
| **American Indian or Alaska Native** | 0.00 | 0.00 |
| **Asian** | 0.00 | 0.00 |
| **Black or African American** | 0.00 | 0.00 |
| **Filipino** | 0.00 | 0.00 |
| **Hispanic or Latino** | 2.06 | 0.00 |
| **Native Hawaiian or Pacific Islander** | 0.00 | 0.00 |
| **Two or More Races** | 0.00 | 0.00 |
| **White** | 0.00 | 0.00 |
| **English Learners** | 2.17 | 0.00 |
| **Foster Youth** | 0.00 | 0.00 |
| **Homeless** | 1.95 | 0.00 |
| **Socioeconomically Disadvantaged** | 2.15 | 0.00 |
| **Students Receiving Migrant Education Services** | 2.04 | 0.00 |
| **Students with Disabilities** | 3.40 | 0.00 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2025-26 School Safety Plan

A Comprehensive Commitment to Student and Staff Well-Being

At Curren School, the safety and well-being of our students and staff remain our highest priority. We uphold this commitment through a thoroughly developed Comprehensive School Safety Plan, created in close partnership with the Oxnard Police and Fire Departments. This plan is reviewed and updated annually by our School Safety Committee, which gathers input from staff, community members, the School Site Council (SSC), and the English Learner Advisory Committee (ELAC) to ensure a well-rounded, community-informed approach to school safety.

During the October 2025 School Site Council meeting, the School Safety Plan underwent a detailed review, with final approval anticipated from the Board of Education in February 2026. This plan is continuously refined to align with evolving safety standards and best practices and is organized around three essential components:

1. Positive School Climate

Curren School uses the Positive Behavioral Interventions and Supports (PBIS) framework to create a supportive, respectful, and inclusive environment. This proactive system emphasizes clear expectations, positive reinforcement, and consistent routines, helping students feel safe, valued, and motivated to succeed. PBIS strengthens our school community by fostering a climate where positive behavior is recognized and celebrated.

2. Safe Physical Environment

We are committed to maintaining a secure and supervised campus. Dedicated campus assistants, teachers, and administrators work together to monitor playgrounds, hallways, and common areas throughout the school day. To further enhance campus security, all visitors are required to sign in at the office and wear a visitor badge at all times. These procedures ensure that our school remains a safe and welcoming place for learning.

3. Disaster Preparedness

Preparedness is a crucial component of our safety efforts. Curren School conducts regular emergency drills—including fire, earthquake, lockdown, and Priority 1 and 2 lockdown drills—to ensure that students and staff know how to respond in various situations. We adhere to all hazardous materials regulations and state earthquake safety standards. In addition, staff members receive annual Active Assailant training to stay informed, confident, and prepared to act swiftly in emergencies.

School-Wide Behavior Expectations

To further enhance our positive and structured learning environment, Curren School implements the PBIS/CHAMPS model. This school-wide system fosters clear expectations, consistent routines, and positive reinforcement, cultivating a respectful and civil school community where academic achievement and responsible behavior flourish.

Our Commitment

At Curren School, our dedication to safety and well-being is unwavering. We strive every day to maintain an environment where students feel secure, supported, and ready to learn—and where staff feel confident and equipped to provide the best educational experience possible.

Together, we foster a campus community that prioritizes learning, safety, and the well-being of every individual who walks through our doors.

# D. Other SARC Information

## Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

## 2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| K | 20 | 1 | 4 | 0 |
| 1 | 24 | 0 | 5 | 0 |
| 2 | 24 | 0 | 4 | 0 |
| 3 | 21 | 0 | 4 | 0 |
| 4 | 31 | 0 | 3 | 0 |
| 5 | 27 | 0 | 4 | 0 |
| 6 | 23 | 11 | 16 | 3 |
| Other | 6 | 3 | 0 | 0 |

## 2023-24 Elementary Average Class Size and Class Size Distribution

This table displays the 2023-24 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| K | 19 | 1 | 3 | 0 |
| 1 | 23 | 0 | 4 | 0 |
| 2 | 23 | 0 | 4 | 0 |
| 3 | 23 | 0 | 4 | 0 |
| 4 | 29 | 0 | 3 | 0 |
| 5 | 30 | 0 | 3 | 0 |
| 6 | 22 | 10 | 26 | 0 |
| Other | 10 | 6 | 0 | 0 |

## 2024-25 Elementary Average Class Size and Class Size Distribution

This table displays the 2024-25 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 17 | 1 | 3 | |
| **1** | 23 | | 3 | |
| **2** | 22 | | 4 | |
| **3** | 23 | | 4 | |
| **4** | 27 | 1 | 2 | |
| **5** | 22 | 1 | 3 | |
| **6** | 25 | 5 | 19 | 1 |
| **Other** | 7 | 4 | | |

## 2024-25 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

| Title | Ratio |
|---|---|
| **Pupils to Academic Counselor** | 589.33 |

## 2024-25 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. The "Other" category is for all other student support services staff positions not listed.

| Title | Number of FTE Assigned to School |
|---|---|
| **Counselor (Academic, Social/Behavioral or Career Development)** | 1.5 |
| **Library Media Teacher (Librarian)** | |
| **Library Media Services Staff (Paraprofessional)** | |
| **Psychologist** | 2 |
| **Social Worker** | |
| **Nurse** | |
| **Speech/Language/Hearing Specialist** | 2 |
| **Resource Specialist (non-teaching)** | |
| **Other** | |

## Fiscal Year 2023-24 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2023-24 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

| Level | Total Expenditures Per Pupil | Expenditures Per Pupil (Restricted) | Expenditures Per Pupil (Unrestricted) | Average Teacher Salary |
|---|---|---|---|---|
| **School Site** | 5057.83 | 134.40 | $4,923.43 | $108,646.31 |
| **District** | N/A | N/A | $5,362.06 | $114,681.45 |
| **Percent Difference - School Site and District** | N/A | N/A | -8.5 | 7.6 |
| **State** | N/A | N/A | $11,146 | $101,700 |
| **Percent Difference - School Site and State** | N/A | N/A | -74.5 | 12.0 |

## Fiscal Year 2024-25 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality
and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

## Fiscal Year 2023-24 Teacher and Administrative Salaries

This table displays the 2023-24 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at http://www.cde.ca.gov/ds/fd/cs/.

| Category | District Amount | State Average for Districts in Same Category |
|---|---|---|
| **Beginning Teacher Salary** | $60,636 | $61,597 |
| **Mid-Range Teacher Salary** | $100,466 | $98,902 |
| **Highest Teacher Salary** | $131,818 | $126,340 |
| **Average Principal Salary (Elementary)** | $140,658 | $158,383 |
| **Average Principal Salary (Middle)** | $155,782 | $165,207 |
| **Average Principal Salary (High)** | | $162,237 |
| **Superintendent Salary** | $240,000 | $288,332 |
| **Percent of Budget for Teacher Salaries** | 27.88% | 31.29% |
| **Percent of Budget for Administrative Salaries** | 3.85% | 5.38% |

## Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

## Professional Development

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past several school years (2021-22 to present), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. Some of the days occur before the start of school year and some occur during the school year.  In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

| Subject | 2023-24 | 2024-25 | 2025-26 |
|---|---|---|---|
| **Number of school days dedicated to Staff Development and Continuous Improvement** | 2 | 2 | 2 |

# James Driffill Elementary School

## 2024-2025 School Accountability Report Card
## (Published During the 2025-2026 School Year)

## General Information about the School Accountability Report Card (SARC)

### SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

### DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

### California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

### Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## 2025-26 School Contact Information

| | |
|---|---|
| **School Name** | James Driffill Elementary School |
| **Street** | 910 South E Street |
| **City, State, Zip** | Oxnard, CA 93030 |
| **Phone Number** | (805) 385-1530 |
| **Principal** | Javier Tapia |
| **Email Address** | j3tapia@oxnardsd.org |
| **School Website** | www.oxnardsd.org/driffill |
| **Grade Span** | TK-8 |
| **County-District-School (CDS) Code** | 56725386055271 |

## 2025-26 District Contact Information

| | |
|---|---|
| **District Name** | Oxnard School District |
| **Phone Number** | (805) 385-1501 |
| **Superintendent** | Dr. Ana DeGenna |
| **Email Address** | adegenna@oxnardsd.org |
| **District Website** | http://www.oxnardsd.org |

## 2025-26 School Description and Mission Statement

Welcome to Driffill School, where we are all “Committed to Excellence.” Students, parents, and staff work collaboratively to meet the individual needs of all of our students in a healthy learning community.

Mission: Driffill empowers ALL children to achieve excellence.

Vision: Driffill aims to provide students with an outstanding education and promote global perspectives. Our curricular program integrates technology, environmental science, and a Biliteracy program to deepen academic knowledge.

We ALL work to support students and our community. Goal setting is a key component of the school-wide plan for enhancing student achievement. The Growth Mindset philosophy focuses on staff and students, encouraging everyone to develop to their fullest potential. Our curricular focus is in the areas of Language Arts (e.g., reading, writing, and speaking), Mathematics, and English Language Development. The implementation of the California Common Core Standards helps ensure alignment and purposeful instruction in all grades at the grade level or above in terms of rigor.

Driffill participates in Professional Learning Communities (PLC) to improve quality Tier 1 instruction by using multiple measures of informal and formal (Renaissance STAR Reading and Math, IAB assessments from CAASPP, ST Math, Lexia, and Panorama) student data to guide the implementation of Tier 1 teaching and learning objectives. Our Strategic plan, Oxnard Empowers, enables us to stay focused on ensuring growth for our students through a collaborative approach, while also making progress in all five strategic goals. During PLCs, Biliteracy, grade-level, and content meetings, teams use student data and prioritized state standards to determine a focus for the Cycle of Inquiry. In grade-level teams, teachers share data, plan lessons, break down state standards, and identify instructional strategies to determine student-centered goals that meet both academic and social-emotional needs. Our MTSS process aims to support all students at the three tiers of response to intervention. Our academic strand focus is the School of Environmental Science and Global Awareness. Each grade level implements integrated science units. Our Dual Language Program has expanded to include sixth grade.

If you have any questions about our campus, please don't hesitate to contact our Assistant Principals: Mrs. Brown, Mrs. Khan, or me. We welcome everyone to visit our school to see our wonderful academic programs.

## 2025-26 School Description and Mission Statement

Respectfully,
Javier Tapia, Principal

# About this School

## 2024-25 Student Enrollment by Grade Level

| Grade Level | Number of Students |
|---|---|
| **Kindergarten** | 123 |
| **Grade 1** | 78 |
| **Grade 2** | 92 |
| **Grade 3** | 93 |
| **Grade 4** | 89 |
| **Grade 5** | 99 |
| **Grade 6** | 100 |
| **Grade 7** | 103 |
| **Grade 8** | 114 |
| **Total Enrollment** | 891 |

## 2024-25 Student Enrollment by Student Group

| Student Group | Percent of Total Enrollment |
|---|---|
| **Female** | 49.3 |
| **Male** | 50.7 |
| **Asian** | 0.1 |
| **Black or African American** | 0.2 |
| **Filipino** | 0.6 |
| **Hispanic or Latino** | 97.3 |
| **Native Hawaiian or Pacific Islander** | 0.2 |
| **Two or More Races** | 0.4 |
| **White** | 1.1 |
| **English Learners** | 54.8 |
| **Homeless** | 19.1 |
| **Migrant** | 2 |
| **Socioeconomically Disadvantaged** | 88.7 |
| **Students with Disabilities** | 17.3 |

## A. Conditions of Learning

### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

## 2021-22 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 48.4 | 93.19 | 639.4 | 88.51 | 234405.2 | 84 |
| **Intern Credential Holders Properly Assigned** | 1 | 1.92 | 7.6 | 1.05 | 4853 | 1.74 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 1.1 | 2.23 | 29.1 | 4.03 | 12001.5 | 4.3 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0.1 | 0.31 | 7.3 | 1.01 | 11953.1 | 4.28 |
| **Unknown/Incomplete/NA** | 1.2 | 2.31 | 38.9 | 5.39 | 15831.9 | 5.67 |
| **Total Teaching Positions** | 52 | 100 | 722.4 | 100 | 279044.8 | 100 |

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2022-23 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 46.5 | 89.13 | 641.2 | 88.19 | 231142.4 | 83.24 |
| **Intern Credential Holders Properly Assigned** | 0.8 | 1.53 | 5.3 | 0.74 | 5566.4 | 2 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 4.1 | 7.97 | 34 | 4.68 | 14938.3 | 5.38 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0 | 0 | 8.1 | 1.12 | 11746.9 | 4.23 |
| **Unknown/Incomplete/NA** | 0.7 | 1.34 | 38.3 | 5.28 | 14303.8 | 5.15 |
| **Total Teaching Positions** | 52.1 | 100 | 727.1 | 100 | 277698 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2023-24 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 41.6 | 86.51 | 608.8 | 86.98 | 230039.4 | 100 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 2.7 | 0.39 | 6213.8 | 2.23 |
| **Teachers Without Credentials and Misassignments ("ineffective" under ESSA)** | 3 | 6.23 | 33.6 | 4.81 | 16855 | 6.04 |
| **Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)** | 0 | 0 | 9.5 | 1.37 | 12112.8 | 4.34 |
| **Unknown/Incomplete/NA** | 3.5 | 7.26 | 45.1 | 6.44 | 13705.8 | 4.91 |
| **Total Teaching Positions** | 48.1 | 100 | 700 | 100 | 278927.1 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

| Authorization/Assignment | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Permits and Waivers** | 0.80 | 3 | 3 |
| **Misassignments** | 0.30 | 1.1 | 0 |
| **Vacant Positions** | 0.00 | 0 | 0 |
| **Total Teachers Without Credentials and Misassignments** | 1.10 | 4.1 | 3 |

## Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Credentialed Teachers Authorized on a Permit or Waiver** | 0.00 | 0 | 0 |
| **Local Assignment Options** | 0.10 | 0 | 0 |
| **Total Out-of-Field Teachers** | 0.10 | 0 | 0 |

## Class Assignments

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Misassignments for English Learners** (a percentage of all the classes with English learners taught by teachers that are misassigned) | 1.4 | 4 | 0 |
| **No credential, permit or authorization to teach** (a percentage of all the classes taught by teachers with no record of an authorization to teach) | 0 | 0 | 3.7 |

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

## 2025-26 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 15, 2025 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

| | |
|---|---|
| **Year and month in which the data were collected** | October 2025 |

| Subject | List of Textbooks and Other Instructional Materials / Indicate if from Most Recent Adoption / Year of Adoption | Percent Students Lacking Own Assigned Copy |
|---|---|---|
| **Reading/Language Arts** | McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016<br>McGraw-Hill, Study Sync Curriculum for ELA/ELD for grades 6-8, adopted 2017<br>Houghton Mifflin/Harcourt, English 3D for ELD for grades 6-8, adopted 2015 | 0 |
| **Mathematics** | McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015<br>Pearson, Connected Math 3 Curriculum for grades 6-8, adopted 2015 | 0 |
| **Science** | Imagine Learning, Twig Science for grades K-5, adopted 2022<br>McGraw-Hill, Inspire for grades 6-8, adopted 2020 | 0 |
| **History-Social Science** | Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023<br>Cengage, National Geographic Learning for grades 6-8, adopted 2019 | 0 |
| **Foreign Language** | McDougal Litell 2011 | 0 |

Note: Cells with N/A values do not require data.

## School Facility Conditions and Planned Improvements

Driffill School, originally constructed in 1946, is currently comprised of 38 classrooms, a cafeteria, a library, a computer lab, a staff lounge, and two playgrounds. A two-story building to house students was built and completed in January 2014. This building houses 30 additional classrooms, a new Library, a Staff Lounge, and Administration offices. The most recent inspections resulted in an overall “Exemplary” rating.

| | |
|---|---|
| **Year and month of the most recent FIT report** | 7/15/2025 |

| System Inspected | Rate Good | Rate Fair | Rate Poor | Repair Needed and Action Taken or Planned |
|---|---|---|---|---|
| **Systems:** Gas Leaks, Mechanical/HVAC, Sewer | X | | | |
| **Interior:** Interior Surfaces | X | | | Room # 1208 Classroom: Wall paint is peeing off.<br>Room # 1209 Classroom: Wall paint is peeing off. |
| **Cleanliness:** Overall Cleanliness, Pest/Vermin Infestation | X | | | |
| **Electrical** | X | | | |
| **Restrooms/Fountains:** Restrooms, Sinks/ Fountains | X | | | |
| **Safety:** Fire Safety, Hazardous Materials | X | | | |
| **Structural:** Structural Damage, Roofs | X | | | |
| **External:** Playground/School Grounds, Windows/ Doors/Gates/Fences | X | | | |

## Overall Facility Rate

| Exemplary | Good | Fair | Poor |
|---|---|---|---|
| X | | | |

## B. Pupil Outcomes

## State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

**Statewide Assessments**
(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

**College and Career Ready**
The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

### Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

ELA and mathematics test results include the Smarter Balanced Summative Assessments and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **English Language Arts/Literacy** (grades 3-8 and 11) | 27 | 26 | 30 | 33 | 47 | 48 |
| **Mathematics** (grades 3-8 and 11) | 20 | 19 | 20 | 22 | 35 | 37 |

### 2024-25 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus

the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 596 | 593 | 99.50 | 0.50 | 26.48 |
| **Female** | 305 | 304 | 99.67 | 0.33 | 26.97 |
| **Male** | 291 | 289 | 99.31 | 0.69 | 25.95 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 582 | 579 | 99.48 | 0.52 | 25.91 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | -- | -- | -- | -- | -- |
| **English Learners** | 283 | 281 | 99.29 | 0.71 | 10.68 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 116 | 116 | 100.00 | 0.00 | 18.10 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 569 | 566 | 99.47 | 0.53 | 25.97 |
| **Students Receiving Migrant Education Services** | 13 | 12 | 92.31 | 7.69 | 8.33 |
| **Students with Disabilities** | 103 | 103 | 100.00 | 0.00 | 4.85 |

## 2024-25 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 596 | 594 | 99.66 | 0.34 | 18.86 |
| **Female** | 305 | 304 | 99.67 | 0.33 | 15.46 |
| **Male** | 291 | 290 | 99.66 | 0.34 | 22.41 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 582 | 580 | 99.66 | 0.34 | 18.28 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | -- | -- | -- | -- | -- |
| **English Learners** | 283 | 281 | 99.29 | 0.71 | 7.12 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 116 | 116 | 100.00 | 0.00 | 16.38 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 569 | 567 | 99.65 | 0.35 | 18.52 |
| **Students Receiving Migrant Education Services** | 13 | 12 | 92.31 | 7.69 | 0.00 |
| **Students with Disabilities** | 103 | 103 | 100.00 | 0.00 | 4.85 |

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA for Science. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA for Science divided by the total number of students who participated in a science assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **Science** (grades 5, 8 and high school) | 15.89 | 15.05 | 16.23 | 18.14 | 30.73 | 32.33 |

## 2024-25 CAASPP Test Results in Science by Student Group

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

| Student Group | Total Enrollment | Number Tested | Percent Tested | Percent Not Tested | Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 214 | 214 | 100.00 | 0.00 | 15.42 |
| **Female** | 111 | 111 | 100.00 | 0.00 | 9.01 |
| **Male** | 103 | 103 | 100.00 | 0.00 | 22.33 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 206 | 206 | 100.00 | 0.00 | 15.05 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | -- | -- | -- | -- | -- |
| **English Learners** | 82 | 82 | 100.00 | 0.00 | 2.44 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 38 | 38 | 100.00 | 0.00 | 15.79 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 205 | 205 | 100.00 | 0.00 | 14.63 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 49 | 49 | 100.00 | 0.00 | 4.08 |

## B. Pupil Outcomes

## State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

### 2024-25 California Physical Fitness Test Participation Rates

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT requires only participation results for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

| Grade Level | Component 1: Aerobic Capacity | Component 2: Abdominal Strength and Endurance | Component 3: Trunk Extensor and Strength and Flexibility | Component 4: Upper Body Strength and Endurance | Component 5: Flexibility |
|---|---|---|---|---|---|
| **Grade 5** | 97% | 97% | 97% | 97% | 97% |
| **Grade 7** | 100% | 100% | 100% | 100% | 100% |

## C. Engagement

## State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

### 2025-26 Opportunities for Parental Involvement

We encourage all parents, families, and the community to partner with us in education. This includes opportunities to work in and/or out of the classroom in various capacities, such as parent volunteers, the School Site Council (SSC), the English Learner Advisory Council (ELAC), Cafe con Padres, and the PTA. Meetings are held at various times to accommodate schedules: morning, mid-day, or evening. We offer regular Family Nights, parent education classes, and parent-student conferences. Family support enables us to better meet our goals outlined in Strategic Plan Goal 4.0, Family/Community Alliances for Student Success. Working together as a community benefits our children. Our calendar of events and meetings can be found on our website at http://driffill.oxnardsd.org/pages/Driffill_Elementary.

Additional opportunities for parents to be engaged include volunteering, where they can support the classroom, attend school events, accompany students on field trips, and participate in our fundraising efforts. Many parents participate in planned events such as Family Nights, Open House, and student performance events. In addition, parent trainings are arranged, specifically, to offer educational topics such as nutrition, safety, and parenting skills.

## 2024-25 Chronic Absenteeism by Student Group

| Student Group | Cumulative Enrollment | Chronic Absenteeism Eligible Enrollment | Chronic Absenteeism Count | Chronic Absenteeism Rate |
|---|---|---|---|---|
| **All Students** | 923 | 906 | 181 | 20.0 |
| **Female** | 463 | 452 | 106 | 23.5 |
| **Male** | 460 | 454 | 75 | 16.5 |
| **Non-Binary** | -- | -- | -- | -- |
| **American Indian or Alaska Native** | -- | -- | -- | -- |
| **Asian** | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- |
| **Hispanic or Latino** | 899 | 882 | 176 | 20.0 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- |
| **White** | -- | -- | -- | -- |
| **English Learners** | 526 | 518 | 89 | 17.2 |
| **Foster Youth** | -- | -- | -- | -- |
| **Homeless** | 189 | 185 | 28 | 15.1 |
| **Socioeconomically Disadvantaged** | 866 | 854 | 172 | 20.1 |
| **Students Receiving Migrant Education Services** | 25 | 24 | 3 | 12.5 |
| **Students with Disabilities** | 185 | 181 | 54 | 29.8 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

# C. Engagement

## State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

## Suspensions and Expulsions

This table displays suspensions data.

| Suspensions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 4.54 | 2.8 | 1.95 | 4.91 | 3.34 | 2.35 | 3.6 | 3.28 | 2.94 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

This table displays expulsions data.

| Expulsions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 0 | 0 | 0 | 0.02 | 0.03 | 0.01 | 0.08 | 0.07 | 0.06 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2024-25 Suspensions and Expulsions by Student Group

| Student Group | Suspensions Rate | Expulsions Rate |
|---|---|---|
| **All Students** | 1.95 | 0.00 |
| **Female** | 0.86 | 0.00 |
| **Male** | 3.04 | 0.00 |
| **Non-Binary** | 0.00 | 0.00 |
| **American Indian or Alaska Native** | 0.00 | 0.00 |
| **Asian** | 0.00 | 0.00 |
| **Black or African American** | 0.00 | 0.00 |
| **Filipino** | 0.00 | 0.00 |
| **Hispanic or Latino** | 1.89 | 0.00 |
| **Native Hawaiian or Pacific Islander** | 0.00 | 0.00 |
| **Two or More Races** | 0.00 | 0.00 |
| **White** | 0.00 | 0.00 |
| **English Learners** | 2.09 | 0.00 |
| **Foster Youth** | 0.00 | 0.00 |
| **Homeless** | 2.65 | 0.00 |
| **Socioeconomically Disadvantaged** | 1.96 | 0.00 |
| **Students Receiving Migrant Education Services** | 8.00 | 0.00 |
| **Students with Disabilities** | 4.86 | 0.00 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2025-26 School Safety Plan

The safety of students and staff is a priority at Driffill School. We have a closed campus. All visitors to the campus must sign in at the office and wear a visitor's pass at all times. Supervision is provided to ensure the safety of each student before school, during breaks, at lunch, and after school. Supervision is a responsibility shared among classified staff, playground aides, teachers, assistant principals, and the principal.

To safeguard the well-being of students and staff, the Safety Committee has developed a comprehensive School Site Safety Plan. The Safety Plan is updated annually. All revisions and updates are reviewed immediately with the staff, parent councils, and after-school program. Key elements of the Safety Plan focus on playground supervision, disaster kits, and emergency procedures. Emergency supplies are inventoried annually. All classrooms have Emergency Backpacks, which include basic first aid supplies and other essentials.

The school is in compliance with all applicable laws, rules, and regulations related to hazardous materials and state earthquake standards. Safety drills, including fire, earthquake, and intruder/campus security drills, are held on a regular basis.

It is requested that parents update their personal information whenever they move or change phone numbers. We rely on Parent Square, an electronic message service for school-to-home communication. The principal sends messages regularly to keep parents informed, especially in the event of an emergency. Parents are required to show a photo ID when picking children up early from the office, as it's intended for the safety of all children.

# D. Other SARC Information

## Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

## 2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| K | 20 | 2 | 5 | 0 |
| 1 | 21 | 2 | 2 | 0 |
| 2 | 23 | 0 | 4 | 0 |
| 3 | 23 | 0 | 4 | 0 |
| 4 | 22 | 2 | 3 | 0 |
| 5 | 22 | 2 | 3 | 0 |
| 6 | 21 | 19 | 15 | 5 |
| Other | 9 | 4 | 0 | 0 |

## 2023-24 Elementary Average Class Size and Class Size Distribution

This table displays the 2023-24 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 18 | 2 | 2 | 0 |
| **1** | 23 | 0 | 4 | 0 |
| **2** | 22 | 1 | 3 | 0 |
| **3** | 22 | 0 | 4 | 0 |
| **4** | 27 | 1 | 3 | 0 |
| **5** | 25 | 1 | 1 | 0 |
| **6** | 19 | 21 | 17 | 2 |
| **Other** | 11 | 4 | 0 | 0 |

## 2024-25 Elementary Average Class Size and Class Size Distribution

This table displays the 2024-25 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 17 | 1 | 3 | |
| **1** | 23 | | 3 | |
| **2** | 23 | | 4 | |
| **3** | 23 | | 4 | |
| **4** | 24 | 1 | 3 | |
| **5** | 28 | 1 | 2 | |
| **6** | 19 | 16 | 15 | 4 |
| **Other** | 9 | 4 | | |

## 2024-25 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

| Title | Ratio |
|---|---|
| **Pupils to Academic Counselor** | 610.67 |

## 2024-25 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. The "Other" category is for all other student support services staff positions not listed.

| Title | Number of FTE Assigned to School |
|---|---|
| **Counselor (Academic, Social/Behavioral or Career Development)** | 1.5 |
| **Library Media Teacher (Librarian)** | |
| **Library Media Services Staff (Paraprofessional)** | |
| **Psychologist** | 2.5 |
| **Social Worker** | |
| **Nurse** | |
| **Speech/Language/Hearing Specialist** | 3 |
| **Resource Specialist (non-teaching)** | |
| **Other** | |

## Fiscal Year 2023-24 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2023-24 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

| Level | Total Expenditures Per Pupil | Expenditures Per Pupil (Restricted) | Expenditures Per Pupil (Unrestricted) | Average Teacher Salary |
|---|---|---|---|---|
| **School Site** | $5,211.66 | $112.23 | $5,099.43 | $109,786.10 |
| **District** | N/A | N/A | $5,362.06 | $114,681.45 |
| **Percent Difference - School Site and District** | N/A | N/A | -5.0 | 8.6 |
| **State** | N/A | N/A | $11,146 | $101,700 |
| **Percent Difference - School Site and State** | N/A | N/A | -71.5 | 13.1 |

## Fiscal Year 2024-25 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality
and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

## Fiscal Year 2023-24 Teacher and Administrative Salaries

This table displays the 2023-24 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at http://www.cde.ca.gov/ds/fd/cs/.

| Category | District Amount | State Average for Districts in Same Category |
|---|---|---|
| **Beginning Teacher Salary** | $60,636 | $61,597 |
| **Mid-Range Teacher Salary** | $100,466 | $98,902 |
| **Highest Teacher Salary** | $131,818 | $126,340 |
| **Average Principal Salary (Elementary)** | $140,658 | $158,383 |
| **Average Principal Salary (Middle)** | $155,782 | $165,207 |
| **Average Principal Salary (High)** | | $162,237 |
| **Superintendent Salary** | $240,000 | $288,332 |
| **Percent of Budget for Teacher Salaries** | 27.88% | 31.29% |
| **Percent of Budget for Administrative Salaries** | 3.85% | 5.38% |

## Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past several school years (2021-22 to present), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. Some of the days occur before the start of school year and some occur during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

| Subject | 2023-24 | 2024-25 | 2025-26 |
|---|---|---|---|
| **Number of school days dedicated to Staff Development and Continuous Improvement** | 2 | 2 | 2 |

# Elm Street School

## 2024-2025 School Accountability Report Card
## (Published During the 2025-2026 School Year)

## General Information about the School Accountability Report Card (SARC)

### SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

### DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

### California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

### Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## 2025-26 School Contact Information

| | |
|---|---|
| **School Name** | Elm Street School |
| **Street** | 450 East Elm Street |
| **City, State, Zip** | Oxnard, CA  93033 |
| **Phone Number** | (805) 385-1533 |
| **Principal** | Jessica Glass |
| **Email Address** | j2glass@oxnardsd.org |
| **School Website** | www.oxnardsd.org/elm |
| **Grade Span** | TK-5 |
| **County-District-School (CDS) Code** | 56725386055289 |

## 2025-26 District Contact Information

| | |
|---|---|
| **District Name** | Oxnard School District |
| **Phone Number** | (805) 385-1501 |
| **Superintendent** | Dr. Ana DeGenna |
| **Email Address** | adegenna@oxnardsd.org |
| **District Website** | http://www.oxnardsd.org |

## 2025-26 School Description and Mission Statement

Elm Street School's Mission and Vision reflect that we are a community of learners, including students, staff, and families, where Every Learner Matters.

Mission -
Empower students' passion for learning
Linguistic, cultural, and academic excellence development
Maintain our classroom and school expectations, relationships, and practices to align with our values

Vision - To establish a safe, professional, biliterate learning community. In this community, educators use data-driven instruction and collaborate to achieve common goals. Together with families, students, and community members, we strive to nurture successful and contributing members of society while addressing the holistic needs of each child.

Staff members at Elm Street School commit to the following:

- Educate with intensity, a positive attitude, and enthusiasm with respect for students, parents, each other, and self
- Set data-driven goals with high expectations for all
- Communicate and collaborate a a team, being open to new ideas and reflecting on our practices
- Ensure all students have access to the curriculum
- Ensure that all students achieve grade-level standards
- Maintain a safe and environmentally responsible campus

Elm Street School was established in 1948 and is one of 21 schools in the Oxnard Elementary School District. Elm Street School is a Title I school, with an estimated 97% of its students being socioeconomically disadvantaged. Our student population comprises 99% of Hispanic/Latino students and 79% of English Language Learners. Elm Street School has two strand focuses; we are the School of Environmental Life Sciences and Mathematics, and we have a complete Biliteracy program for all grade levels.

Elm Street School has a Biliteracy program in all grades. Common Core State Standards (CCSS) are implemented through the district-created, grade-level Biliteracy Unit Frameworks. The Frameworks utilize adopted curriculum as well as evidence-based

## 2025-26 School Description and Mission Statement

resources. Teachers employ strategies that promote higher-level thinking and learning for all students. Instruction in small groups and extra support provided by Intervention Support Teachers are opportunities for the individual needs of students to be met. Elm Street teachers are committed to consistently meeting in Professional Learning Communities to improve student outcomes. Teachers assess students informally and formally to monitor student growth in core areas and meet to analyze student data results, planning instruction and student interventions accordingly. Our School-Wide Goals are the following: 1. Writing across the curriculum 2. Developing oracy 3. Promoting Growth Mindset in Mathematics and ELA. Our "Instructional Look Fors" focus on the following: 1. Active participation of all students with scaffolded support 2. Instruction and student work based on grade-level CCSS. 3. Frequent checking for understanding and corrective feedback 4. Evidence of well-established routines and practices to support a positive learning environment.

The Elm community is steadfast in creating a school that knows no limits to the academic and social-emotional successes of each student, through constant reevaluation of its mission, vision, and critical analysis of best practices and changing needs. At Elm Street School, we dedicate ourselves to providing the best start in a journey of lifelong learning for all of our students, families, and community, which includes college, career, and civic life for 21st-century readiness.

# About this School

## 2024-25 Student Enrollment by Grade Level

| Grade Level | Number of Students |
|---|---|
| **Kindergarten** | 105 |
| **Grade 1** | 93 |
| **Grade 2** | 72 |
| **Grade 3** | 65 |
| **Grade 4** | 68 |
| **Grade 5** | 68 |
| **Total Enrollment** | 471 |

## 2024-25 Student Enrollment by Student Group

| Student Group | Percent of Total Enrollment |
|---|---|
| **Female** | 52 |
| **Male** | 48 |
| **Hispanic or Latino** | 100 |
| **English Learners** | 72.4 |
| **Homeless** | 18.5 |
| **Migrant** | 3 |
| **Socioeconomically Disadvantaged** | 95.3 |
| **Students with Disabilities** | 12.3 |

## A. Conditions of Learning

### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

## 2021-22 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 21.6 | 94.84 | 639.4 | 88.51 | 234405.2 | 84 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 7.6 | 1.05 | 4853 | 1.74 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 0.5 | 2.19 | 29.1 | 4.03 | 12001.5 | 4.3 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0 | 0 | 7.3 | 1.01 | 11953.1 | 4.28 |
| **Unknown/Incomplete/NA** | 0.6 | 2.97 | 38.9 | 5.39 | 15831.9 | 5.67 |
| **Total Teaching Positions** | 22.8 | 100 | 722.4 | 100 | 279044.8 | 100 |

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2022-23 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 24 | 97.96 | 641.2 | 88.19 | 231142.4 | 83.24 |
| **Intern Credential Holders Properly Assigned** | 0.5 | 2.04 | 5.3 | 0.74 | 5566.4 | 2 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 0 | 0 | 34 | 4.68 | 14938.3 | 5.38 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0 | 0 | 8.1 | 1.12 | 11746.9 | 4.23 |
| **Unknown/Incomplete/NA** | 0 | 0 | 38.3 | 5.28 | 14303.8 | 5.15 |
| **Total Teaching Positions** | 24.5 | 100 | 727.1 | 100 | 277698 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2023-24 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 22.1 | 95.69 | 608.8 | 86.98 | 230039.4 | 100 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 2.7 | 0.39 | 6213.8 | 2.23 |
| **Teachers Without Credentials and Misassignments ("ineffective" under ESSA)** | 1 | 4.31 | 33.6 | 4.81 | 16855 | 6.04 |
| **Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)** | 0 | 0 | 9.5 | 1.37 | 12112.8 | 4.34 |
| **Unknown/Incomplete/NA** | 0 | 0 | 45.1 | 6.44 | 13705.8 | 4.91 |
| **Total Teaching Positions** | 23.1 | 100 | 700 | 100 | 278927.1 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

| Authorization/Assignment | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Permits and Waivers** | 0.50 | 0 | 0 |
| **Misassignments** | 0.00 | 0 | 1 |
| **Vacant Positions** | 0.00 | 0 | 0 |
| **Total Teachers Without Credentials and Misassignments** | 0.50 | 0 | 1 |

## Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Credentialed Teachers Authorized on a Permit or Waiver** | 0.00 | 0 | 0 |
| **Local Assignment Options** | 0.00 | 0 | 0 |
| **Total Out-of-Field Teachers** | 0.00 | 0 | 0 |

## Class Assignments

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Misassignments for English Learners** (a percentage of all the classes with English learners taught by teachers that are misassigned) | 0 | 0 | 4.5 |
| **No credential, permit or authorization to teach** (a percentage of all the classes taught by teachers with no record of an authorization to teach) | 0 | 0 | 0 |

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

## 2025-26 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 15, 2025 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

| | |
|---|---|
| **Year and month in which the data were collected** | October 2025 |

| Subject | List of Textbooks and Other Instructional Materials / Indicate if from Most Recent Adoption / Year of Adoption | Percent Students Lacking Own Assigned Copy |
|---|---|---|
| **Reading/Language Arts** | McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016 | 0 |
| **Mathematics** | McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015 | 0 |
| **Science** | Imagine Learning, Twig Science for grades K-5, adopted 2022 | 0 |
| **History-Social Science** | Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023 | 0 |

Note: Cells with N/A values do not require data.

## School Facility Conditions and Planned Improvements

Elm Street School is a new building constructed between 2016 and 2018. It is currently comprised of 23 classrooms, a cafeteria, a library, a science lab, a staff lounge, a speech room, a special education room, and a playground. The most recent inspections resulted in an overall “Good” rating.

| | |
|---|---|
| **Year and month of the most recent FIT report** | 7/20/2025 |

| System Inspected | Rate Good | Rate Fair | Rate Poor | Repair Needed and Action Taken or Planned |
|---|---|---|---|---|

## School Facility Conditions and Planned Improvements

| | | | | |
|---|---|---|---|---|
| **Systems:**<br>Gas Leaks, Mechanical/HVAC, Sewer | X | | | |
| **Interior:**<br>Interior Surfaces | X | | | |
| **Cleanliness:**<br>Overall Cleanliness, Pest/Vermin Infestation | X | | | Boys Upstairs Restroom: Missing soap dispenser. Heavy smell of urine. |
| **Electrical** | X | | | |
| **Restrooms/Fountains:**<br>Restrooms, Sinks/ Fountains | X | | | Boys Upstairs Restroom: Missing soap dispenser. Heavy smell of urine.<br>Downstairs Boys Restroom: Missing soap dispenser. |
| **Safety:**<br>Fire Safety, Hazardous Materials | X | | | |
| **Structural:**<br>Structural Damage, Roofs | X | | | Bulding 2 MPR: Eastwall needs patch and paint.<br>Room # 306: Paint needs touch up outside of classroom. |
| **External:**<br>Playground/School Grounds, Windows/ Doors/Gates/Fences | X | | | Room # 351: Loose lever on mortise lock. |

## Overall Facility Rate

| Exemplary | Good | Fair | Poor |
|---|---|---|---|
| | X | | |

## B. Pupil Outcomes

## State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

**Statewide Assessments**
(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

**College and Career Ready**
The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

### Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

ELA and mathematics test results include the Smarter Balanced Summative Assessments and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **English Language Arts/Literacy** (grades 3-8 and 11) | 11 | 14 | 30 | 33 | 47 | 48 |
| **Mathematics** (grades 3-8 and 11) | 9 | 13 | 20 | 22 | 35 | 37 |

### 2024-25 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus

the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 200 | 197 | 98.50 | 1.50 | 14.21 |
| **Female** | 102 | 102 | 100.00 | 0.00 | 11.76 |
| **Male** | 98 | 95 | 96.94 | 3.06 | 16.84 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | 0 | 0 | 0 | 0 | 0 |
| **Filipino** | 0 | 0 | 0 | 0 | 0 |
| **Hispanic or Latino** | 200 | 197 | 98.50 | 1.50 | 14.21 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | 0 | 0 | 0 | 0 | 0 |
| **White** | 0 | 0 | 0 | 0 | 0 |
| **English Learners** | 132 | 131 | 99.24 | 0.76 | 11.45 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 17 | 16 | 94.12 | 5.88 | 6.25 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 194 | 191 | 98.45 | 1.55 | 13.61 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 31 | 29 | 93.55 | 6.45 | 6.90 |

## 2024-25 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 200 | 197 | 98.50 | 1.50 | 13.20 |
| **Female** | 102 | 101 | 99.02 | 0.98 | 3.96 |
| **Male** | 98 | 96 | 97.96 | 2.04 | 22.92 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | 0 | 0 | 0 | 0 | 0 |
| **Filipino** | 0 | 0 | 0 | 0 | 0 |
| **Hispanic or Latino** | 200 | 197 | 98.50 | 1.50 | 13.20 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | 0 | 0 | 0 | 0 | 0 |
| **White** | 0 | 0 | 0 | 0 | 0 |
| **English Learners** | 132 | 132 | 100.00 | 0.00 | 11.36 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 17 | 17 | 100.00 | 0.00 | 0.00 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 194 | 191 | 98.45 | 1.55 | 13.09 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 31 | 29 | 93.55 | 6.45 | 6.90 |

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA for Science. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA for Science divided by the total number of students who participated in a science assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **Science** (grades 5, 8 and high school) | 8.7 | 7.69 | 16.23 | 18.14 | 30.73 | 32.33 |

## 2024-25 CAASPP Test Results in Science by Student Group

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

| Student Group | Total Enrollment | Number Tested | Percent Tested | Percent Not Tested | Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 66 | 65 | 98.48 | 1.52 | 7.69 |
| **Female** | 34 | 34 | 100.00 | 0.00 | 5.88 |
| **Male** | 32 | 31 | 96.88 | 3.12 | 9.68 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | 0 | 0 | 0 | 0 | 0 |
| **Filipino** | 0 | 0 | 0 | 0 | 0 |
| **Hispanic or Latino** | 66 | 65 | 98.48 | 1.52 | 7.69 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | 0 | 0 | 0 | 0 | 0 |
| **White** | 0 | 0 | 0 | 0 | 0 |
| **English Learners** | 31 | 31 | 100.00 | 0.00 | 9.68 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | -- | -- | -- | -- | -- |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 65 | 64 | 98.46 | 1.54 | 7.81 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 14 | 13 | 92.86 | 7.14 | 0.00 |

# B. Pupil Outcomes

## State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

## 2024-25 California Physical Fitness Test Participation Rates

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT requires only participation results for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

| Grade Level | Component 1: Aerobic Capacity | Component 2: Abdominal Strength and Endurance | Component 3: Trunk Extensor and Strength and Flexibility | Component 4: Upper Body Strength and Endurance | Component 5: Flexibility |
|---|---|---|---|---|---|
| **Grade 5** | 98% | 98% | 98% | 98% | 98% |

## C. Engagement

## State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

### 2025-26 Opportunities for Parental Involvement

Parents and community members are highly encouraged to get involved and play an active role in the development and betterment of the school by being active participants and advocates for their children's education. Understanding the school's educational program, student achievement, and curriculum implementation can help both the school and the community make ongoing program improvements.

Parent involvement and engagement are crucial to the academic and social-emotional success of Elm Street Elementary School students. Regular communication in the form of written notes, phone calls, parent meetings, Parent Square, calling system messages, the school website, school marquee, and daily face-to-face contact and interactions are methods used to maintain a constant and consistent line of two-way, open communication.

Elm Street School benefits from an active Parent Teacher Association (PTA). The PTA collaborates with the school community through various school fundraisers, activities, events, and educational excursions. School Site Council (SSC) and the English Language Advisory Committee (ELAC) are additional site-based platforms through which parents are involved in providing input as a part of decision-making for school programs and resource allocation. Parent engagement opportunities provided by the school include parent education workshops, parent classes on various topics, family reading nights, and volunteering in their children's classrooms. Teachers use common core standards-based progress report cards and assessment data to communicate student progress to parents in a language they can understand. To serve our parents and the community, Elm Street School has established a relationship with Ventura County Behavioral Health, which provides a cost-free series of workshops and classes on nutrition, health and exercise, mental health services, positive parenting, dental hygiene, human growth and development, managing difficult behaviors, and mother-daughter relationships. We recognize that the school belongs to the community, and our responsibility is to educate and serve the school community at large to the best of our ability, meeting and supporting their needs.

## 2024-25 Chronic Absenteeism by Student Group

| Student Group | Cumulative Enrollment | Chronic Absenteeism Eligible Enrollment | Chronic Absenteeism Count | Chronic Absenteeism Rate |
|---|---|---|---|---|
| **All Students** | 504 | 490 | 93 | 19.0 |
| **Female** | 262 | 253 | 41 | 16.2 |
| **Male** | 242 | 237 | 52 | 21.9 |
| **Non-Binary** | -- | -- | -- | -- |
| **American Indian or Alaska Native** | -- | -- | -- | -- |
| **Asian** | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- |
| **Hispanic or Latino** | 503 | 489 | 92 | 18.8 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- |
| **White** | -- | -- | -- | -- |
| **English Learners** | 378 | 371 | 56 | 15.1 |
| **Foster Youth** | -- | -- | -- | -- |
| **Homeless** | 105 | 99 | 20 | 20.2 |
| **Socioeconomically Disadvantaged** | 484 | 470 | 87 | 18.5 |
| **Students Receiving Migrant Education Services** | 34 | 32 | 4 | 12.5 |
| **Students with Disabilities** | 74 | 74 | 20 | 27.0 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## C. Engagement

### State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

## Suspensions and Expulsions

This table displays suspensions data.

| Suspensions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 0.19 | 0 | 0.99 | 4.91 | 3.34 | 2.35 | 3.6 | 3.28 | 2.94 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

This table displays expulsions data.

| Expulsions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 0 | 0 | 0 | 0.02 | 0.03 | 0.01 | 0.08 | 0.07 | 0.06 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2024-25 Suspensions and Expulsions by Student Group

| Student Group | Suspensions Rate | Expulsions Rate |
|---|---|---|
| **All Students** | 0.99 | 0.00 |
| **Female** | 0.00 | 0.00 |
| **Male** | 2.07 | 0.00 |
| **Non-Binary** | 0.00 | 0.00 |
| **American Indian or Alaska Native** | 0.00 | 0.00 |
| **Asian** | 0.00 | 0.00 |
| **Black or African American** | 0.00 | 0.00 |
| **Filipino** | 0.00 | 0.00 |
| **Hispanic or Latino** | 0.99 | 0.00 |
| **Native Hawaiian or Pacific Islander** | 0.00 | 0.00 |
| **Two or More Races** | 0.00 | 0.00 |
| **White** | 0.00 | 0.00 |
| **English Learners** | 0.79 | 0.00 |
| **Foster Youth** | 0.00 | 0.00 |
| **Homeless** | 1.90 | 0.00 |
| **Socioeconomically Disadvantaged** | 1.03 | 0.00 |
| **Students Receiving Migrant Education Services** | 5.88 | 0.00 |
| **Students with Disabilities** | 2.70 | 0.00 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2025-26 School Safety Plan

The safety of students and staff is a priority at Elm Street School. Elm is a closed campus; thus, all visitors to the school must sign in at the office and wear a visitor's badge at all times. Supervision is a responsibility shared among campus supervisors, teachers, custodial staff, office staff, and the Principal. Supervision is provided to ensure the safety of each student before school, during recesses, at lunch, and after school. To maintain constant communication, all staff members have access to two-way radios while on duty.

To safeguard the well-being of students and staff, a Comprehensive School Safety Plan (CSSP) has been developed by the Safety Committee, which comprises classified staff, the lead custodian, teachers, the After-School Program Site Coordinator, and the Principal. The Safety Plan is updated with staff annually. All revisions and updates are reviewed immediately by the staff as well as key campus groups. The plan will be reviewed with ELAC and SSC in December 2025. Key elements of the Safety Plan focus on visitor policy, volunteer policy, student and staff safety and wellness, dress code, discipline, playground supervision, emergency disaster kits, and emergency procedures.

The school is always in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. Safety drills are held on a regular basis; fire drills are conducted monthly, and earthquake and lockdown drills are held each trimester.

# D. Other SARC Information

## Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

## 2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| K | 23 | 0 | 4 | 0 |
| 1 | 24 | 0 | 3 | 0 |
| 2 | 23 | 0 | 3 | 0 |
| 3 | 21 | 2 | 2 | 0 |
| 4 | 25 | 0 | 3 | 0 |
| 5 | 23 | 0 | 4 | 0 |
| 6 | 0 | 0 | 0 | 0 |
| Other | 0 | 0 | 0 | 0 |

## 2023-24 Elementary Average Class Size and Class Size Distribution

This table displays the 2023-24 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 23 | 0 | 4 | 0 |
| **1** | 22 | 0 | 3 | 0 |
| **2** | 23 | 0 | 3 | 0 |
| **3** | 24 | 0 | 3 | 0 |
| **4** | 25 | 0 | 3 | 0 |
| **5** | 19 | 1 | 3 | 0 |
| **6** | 0 | 0 | 0 | 0 |
| **Other** | 27 | 0 | 1 | 0 |

## 2024-25 Elementary Average Class Size and Class Size Distribution

This table displays the 2024-25 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 21 | 2 | 2 | |
| **1** | 23 | | 4 | |
| **2** | 24 | | 3 | |
| **3** | 22 | | 3 | |
| **4** | 23 | | 3 | |
| **5** | 27 | 1 | | 2 |
| **Other** | 17 | 1 | | |

## 2024-25 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

| Title | Ratio |
|---|---|
| **Pupils to Academic Counselor** | 468 |

## 2024-25 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. The "Other" category is for all other student support services staff positions not listed.

| Title | Number of FTE Assigned to School |
|---|---|
| **Counselor (Academic, Social/Behavioral or Career Development)** | 1 |
| **Library Media Teacher (Librarian)** | |
| **Library Media Services Staff (Paraprofessional)** | |
| **Psychologist** | 1.5 |
| **Social Worker** | |
| **Nurse** | |
| **Speech/Language/Hearing Specialist** | 1 |
| **Resource Specialist (non-teaching)** | |
| **Other** | |

## Fiscal Year 2023-24 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2023-24 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

| Level | Total Expenditures Per Pupil | Expenditures Per Pupil (Restricted) | Expenditures Per Pupil (Unrestricted) | Average Teacher Salary |
|---|---|---|---|---|
| **School Site** | $5,866.73 | $86.37 | $5,780.36 | $100,021.29 |
| **District** | N/A | N/A | $5,362.06 | $114,681.45 |
| **Percent Difference - School Site and District** | N/A | N/A | 7.5 | -0.7 |
| **State** | N/A | N/A | $11,146 | $101,700 |
| **Percent Difference - School Site and State** | N/A | N/A | -60.3 | 3.8 |

## Fiscal Year 2024-25 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality
and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

## Fiscal Year 2023-24 Teacher and Administrative Salaries

This table displays the 2023-24 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at http://www.cde.ca.gov/ds/fd/cs/.

| Category | District Amount | State Average for Districts in Same Category |
|---|---|---|
| **Beginning Teacher Salary** | $60,636 | $61,597 |
| **Mid-Range Teacher Salary** | $100,466 | $98,902 |
| **Highest Teacher Salary** | $131,818 | $126,340 |
| **Average Principal Salary (Elementary)** | $140,658 | $158,383 |
| **Average Principal Salary (Middle)** | $155,782 | $165,207 |
| **Average Principal Salary (High)** | | $162,237 |
| **Superintendent Salary** | $240,000 | $288,332 |
| **Percent of Budget for Teacher Salaries** | 27.88% | 31.29% |
| **Percent of Budget for Administrative Salaries** | 3.85% | 5.38% |

## Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past several school years (2021-22 to present), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. Some of the days occur before the start of school year and some occur during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

| Subject | 2023-24 | 2024-25 | 2025-26 |
|---|---|---|---|
| **Number of school days dedicated to Staff Development and Continuous Improvement** | 2 | 2 | 2 |

# Robert J. Frank Academy of Marine Science and Engineering

## 2024-2025 School Accountability Report Card
## (Published During the 2025-2026 School Year)

## General Information about the School Accountability Report Card (SARC)

### SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

### DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

### California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

| | |
|---|---|
| **Internet Access** | Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents. |

## 2025-26 School Contact Information

| | |
|---|---|
| **School Name** | Robert J. Frank Academy of Marine Science and Engineering |
| **Street** | 701 North Juanita Avenue |
| **City, State, Zip** | Oxnard, CA 93030 |
| **Phone Number** | (805) 385-1536 |
| **Principal** | Tyler Higa |
| **Email Address** | thiga@oxnardsd.org |
| **School Website** | www.oxnardsd.org/frank |
| **Grade Span** | 6-8 |
| **County-District-School (CDS) Code** | 56725386111850 |

## 2025-26 District Contact Information

| | |
|---|---|
| **District Name** | Oxnard School District |
| **Phone Number** | (805) 385-1501 |
| **Superintendent** | Dr. Ana DeGenna |
| **Email Address** | adegenna@oxnardsd.org |
| **District Website** | http://www.oxnardsd.org |

## 2025-26 School Description and Mission Statement

Frank Academy is dedicated to delivering the highest quality educational program possible for our students. Our vision is to develop tomorrow's leaders through education, empowerment, and inspiration. Our mission is to prepare students to be academically competitive and socially competent by promoting global thinking, persistence, grit, innovation, and problem-solving. When students leave Frank Academy and the Oxnard School District, we expect them to be self-confident, empowered multilingual global citizens who understand their potential as individuals and as community members.

Our goal is to ignite students' passion for learning and empower them to achieve brilliance. We are focused on transforming expectations, relationships, and practices to align with our values and student profile. We will embrace effective services and instructional practices, including Common Core Standards, best first instruction, technology, differentiated instruction, social and emotional support, and community engagement. Our vision centers on building systems that strengthen teacher collaboration, content knowledge, pedagogy, equity, and culturally responsive teaching, all to support the key traits of a successful student and improve outcomes for all learners.

## About this School

### 2024-25 Student Enrollment by Grade Level

| Grade Level | Number of Students |
|---|---|
| **Grade 6** | 315 |
| **Grade 7** | 350 |
| **Grade 8** | 362 |
| **Total Enrollment** | 1,027 |

### 2024-25 Student Enrollment by Student Group

| Student Group | Percent of Total Enrollment |
|---|---|
| **Female** | 49.6 |
| **Male** | 50.4 |
| **Asian** | 1.9 |
| **Black or African American** | 0.4 |
| **Filipino** | 1.8 |
| **Hispanic or Latino** | 93 |
| **Native Hawaiian or Pacific Islander** | 0.1 |
| **Two or More Races** | 0.5 |
| **White** | 2.4 |
| **English Learners** | 32.5 |
| **Homeless** | 24.1 |
| **Migrant** | 3.9 |
| **Socioeconomically Disadvantaged** | 89.6 |
| **Students with Disabilities** | 18.4 |

## A. Conditions of Learning

### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

## 2021-22 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 47.5 | 83.33 | 639.4 | 88.51 | 234405.2 | 84 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 7.6 | 1.05 | 4853 | 1.74 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 5.6 | 9.88 | 29.1 | 4.03 | 12001.5 | 4.3 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0.8 | 1.46 | 7.3 | 1.01 | 11953.1 | 4.28 |
| **Unknown/Incomplete/NA** | 3 | 5.32 | 38.9 | 5.39 | 15831.9 | 5.67 |
| **Total Teaching Positions** | 57 | 100 | 722.4 | 100 | 279044.8 | 100 |

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2022-23 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 46.3 | 82.87 | 641.2 | 88.19 | 231142.4 | 83.24 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 5.3 | 0.74 | 5566.4 | 2 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 1.3 | 2.49 | 34 | 4.68 | 14938.3 | 5.38 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0.8 | 1.48 | 8.1 | 1.12 | 11746.9 | 4.23 |
| **Unknown/Incomplete/NA** | 7.3 | 13.14 | 38.3 | 5.28 | 14303.8 | 5.15 |
| **Total Teaching Positions** | 55.9 | 100 | 727.1 | 100 | 277698 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2023-24 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 46.4 | 84.57 | 608.8 | 86.98 | 230039.4 | 100 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 2.7 | 0.39 | 6213.8 | 2.23 |
| **Teachers Without Credentials and Misassignments ("ineffective" under ESSA)** | 1 | 1.82 | 33.6 | 4.81 | 16855 | 6.04 |
| **Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)** | 0.8 | 1.51 | 9.5 | 1.37 | 12112.8 | 4.34 |
| **Unknown/Incomplete/NA** | 6.6 | 12.08 | 45.1 | 6.44 | 13705.8 | 4.91 |
| **Total Teaching Positions** | 54.8 | 100 | 700 | 100 | 278927.1 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

| Authorization/Assignment | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Permits and Waivers** | 1.30 | 0 | 1 |
| **Misassignments** | 4.30 | 1.3 | 0 |
| **Vacant Positions** | 0.00 | 0 | 0 |
| **Total Teachers Without Credentials and Misassignments** | 5.60 | 1.3 | 1 |

## Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Credentialed Teachers Authorized on a Permit or Waiver** | 0.00 | 0 | 0 |
| **Local Assignment Options** | 0.80 | 0.8 | 0.8 |
| **Total Out-of-Field Teachers** | 0.80 | 0.8 | 0.8 |

## Class Assignments

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Misassignments for English Learners** (a percentage of all the classes with English learners taught by teachers that are misassigned) | 9 | 5.5 | 0 |
| **No credential, permit or authorization to teach** (a percentage of all the classes taught by teachers with no record of an authorization to teach) | 0 | 0 | 0 |

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

## 2025-26 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 15, 2025 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

| | |
|---|---|
| **Year and month in which the data were collected** | October 2025 |

| Subject | List of Textbooks and Other Instructional Materials / Indicate if from Most Recent Adoption / Year of Adoption | Percent Students Lacking Own Assigned Copy |
|---|---|---|
| **Reading/Language Arts** | McGraw-Hill, Study Sync Curriculum for ELA/ELD for grades 6-8, adopted 2017<br>Houghton Mifflin/Harcourt, English 3D for ELD for grades 6-8, adopted 2015 | 0 |
| **Mathematics** | Pearson, Connected Math 3 Curriculum for grades 6-8, adopted 2015 | 0 |
| **Science** | McGraw-Hill, Inspire for grades 6-8, adopted 2020 | 0 |
| **History-Social Science** | Cengage, National Geographic Learning for grades 6-8, adopted 2019 | 0 |

Note: Cells with N/A values do not require data.

## School Facility Conditions and Planned Improvements

RJ Frank Academy, originally constructed in 1994, is currently comprised of 47 classrooms, six full science labs, a music/band room, a library, two computer labs, an activity room, a gymnasium, one athletic field, and a teachers' lounge. RJ Frank School has fourteen relocatable classrooms. The most recent inspections resulted in an overall "Good" rating.

| | |
|---|---|
| **Year and month of the most recent FIT report** | 7/10/2025 |

| System Inspected | Rate Good | Rate Fair | Rate Poor | Repair Needed and Action Taken or Planned |
|---|---|---|---|---|

## School Facility Conditions and Planned Improvements

| | | | | |
|---|---|---|---|---|
| **Systems:**<br>Gas Leaks, Mechanical/HVAC, Sewer | X | | | Bldg. # 200 Gym: Thermostat is hanging from handicap lift.<br>Bldg. # 8 Boys Restroom: 1st sink not working |
| **Interior:**<br>Interior Surfaces | | X | | A-7: 1 ceiling tiles<br>B-1: 1 ceiling tiles<br>Bldg. # 100 Administration: 1 ceiling tiles<br>Bldg. # 200 Activity Room: 2 ceiling tiles.<br>Bldg. # 4 Boys Restroom: Paint and patch<br>C-4: 3 ceiling tiles.<br>P-1: 2 ceiling tiles.<br>P-10: 1 ceiling tiles<br>P-12: 3 celing tiles<br>P-2: 4 celing tiles |
| **Cleanliness:**<br>Overall Cleanliness, Pest/Vermin Infestation | X | | | |
| **Electrical** | X | | | A-11: Broken outlet cover under clock.<br>Bldg. # 200 Lounge: 2 lights out |
| **Restrooms/Fountains:**<br>Restrooms, Sinks/ Fountains | X | | | Bldg. # 6 Boys Restroom: Toilet repair stall #2<br>Bldg. # 8 Girls Restroom: 1sr sink not working. 4th sink faucet is loose.<br>D-1: Missing blinds . Remount hand sanitizer dispenser. |
| **Safety:**<br>Fire Safety, Hazardous Materials | X | | | |
| **Structural:**<br>Structural Damage, Roofs | X | | | P-2: 4 celing tiles |
| **External:**<br>Playground/School Grounds, Windows/ Doors/Gates/Fences | X | | | A-6: Missing blinds.<br>B-10: Missing blinds.<br>B-14: 2 missing blinds<br>C-7: Missing blinds.<br>C-8: Cracked window |

## Overall Facility Rate

| Exemplary | Good | Fair | Poor |
|---|---|---|---|
| | X | | |

## B. Pupil Outcomes

## State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

**Statewide Assessments**
(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

**College and Career Ready**
The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

### Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

ELA and mathematics test results include the Smarter Balanced Summative Assessments and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **English Language Arts/Literacy** (grades 3-8 and 11) | 36 | 40 | 30 | 33 | 47 | 48 |
| **Mathematics** (grades 3-8 and 11) | 18 | 20 | 20 | 22 | 35 | 37 |

### 2024-25 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus

the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 1036 | 980 | 94.59 | 5.41 | 39.69 |
| **Female** | 510 | 485 | 95.10 | 4.90 | 43.15 |
| **Male** | 526 | 495 | 94.11 | 5.89 | 36.31 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 20 | 19 | 95.00 | 5.00 | 63.16 |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | 18 | 18 | 100.00 | 0.00 | 72.22 |
| **Hispanic or Latino** | 964 | 910 | 94.40 | 5.60 | 38.12 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | 24 | 23 | 95.83 | 4.17 | 39.13 |
| **English Learners** | 292 | 245 | 83.90 | 16.10 | 7.38 |
| **Foster Youth** | -- | -- | -- | -- | -- |
| **Homeless** | 251 | 221 | 88.05 | 11.95 | 30.91 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 931 | 879 | 94.41 | 5.59 | 37.41 |
| **Students Receiving Migrant Education Services** | 48 | 34 | 70.83 | 29.17 | 2.94 |
| **Students with Disabilities** | 192 | 188 | 97.92 | 2.08 | 6.42 |

## 2024-25 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 1036 | 1009 | 97.39 | 2.61 | 19.66 |
| **Female** | 510 | 498 | 97.65 | 2.35 | 16.90 |
| **Male** | 526 | 511 | 97.15 | 2.85 | 22.35 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 20 | 19 | 95.00 | 5.00 | 52.63 |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | 18 | 18 | 100.00 | 0.00 | 50.00 |
| **Hispanic or Latino** | 964 | 940 | 97.51 | 2.49 | 18.23 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | 24 | 22 | 91.67 | 8.33 | 22.73 |
| **English Learners** | 292 | 278 | 95.21 | 4.79 | 2.53 |
| **Foster Youth** | -- | -- | -- | -- | -- |
| **Homeless** | 251 | 241 | 96.02 | 3.98 | 15.83 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 931 | 907 | 97.42 | 2.58 | 18.34 |
| **Students Receiving Migrant Education Services** | 48 | 47 | 97.92 | 2.08 | 4.26 |
| **Students with Disabilities** | 192 | 184 | 95.83 | 4.17 | 3.26 |

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA for Science. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA for Science divided by the total number of students who participated in a science assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **Science** (grades 5, 8 and high school) | 14.2 | 18.02 | 16.23 | 18.14 | 30.73 | 32.33 |

## 2024-25 CAASPP Test Results in Science by Student Group

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

| Student Group | Total Enrollment | Number Tested | Percent Tested | Percent Not Tested | Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 357 | 352 | 98.60 | 1.40 | 18.52 |
| **Female** | 181 | 177 | 97.79 | 2.21 | 14.77 |
| **Male** | 176 | 175 | 99.43 | 0.57 | 22.29 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | -- | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 326 | 322 | 98.77 | 1.23 | 17.76 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | 16 | 15 | 93.75 | 6.25 | 13.33 |
| **English Learners** | 97 | 97 | 100.00 | 0.00 | 1.03 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 93 | 92 | 98.92 | 1.08 | 11.96 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 320 | 316 | 98.75 | 1.25 | 18.10 |
| **Students Receiving Migrant Education Services** | 17 | 17 | 100.00 | 0.00 | 5.88 |
| **Students with Disabilities** | 67 | 64 | 95.52 | 4.48 | 4.76 |

## B. Pupil Outcomes

## State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

### 2024-25 California Physical Fitness Test Participation Rates

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT requires only participation results for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

| Grade Level | Component 1: Aerobic Capacity | Component 2: Abdominal Strength and Endurance | Component 3: Trunk Extensor and Strength and Flexibility | Component 4: Upper Body Strength and Endurance | Component 5: Flexibility |
|---|---|---|---|---|---|
| **Grade 7** | 97% | 97% | 97% | 97% | 98% |

## C. Engagement

## State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

### 2025-26 Opportunities for Parental Involvement

Parental involvement is essential to supporting student success, and we are committed to building strong family and community partnerships that align with our academic goals and student profile. Our focus is on creating meaningful opportunities for parents to participate in their children's learning and to engage as collaborative leaders within our school community. Key parent organizations include the English Learner Advisory Committee (ELAC), the Parent Teacher Organization (PTO), and the School Site Council (SSC).

Working closely with our Outreach Coordinator, these groups encourage parents to take an active role through productive and purposeful involvement opportunities. Our Parent Involvement Policy outlines clear expectations for volunteer participation in both classroom and school activities. Events such as Back-to-School Night, Open House, ELAC meetings, and SSC meetings strengthen communication, build trust, and support parent engagement in their child's academic and social-emotional growth.

## 2024-25 Chronic Absenteeism by Student Group

| Student Group | Cumulative Enrollment | Chronic Absenteeism Eligible Enrollment | Chronic Absenteeism Count | Chronic Absenteeism Rate |
|---|---|---|---|---|
| **All Students** | 1078 | 1064 | 129 | 12.1 |
| **Female** | 531 | 524 | 56 | 10.7 |
| **Male** | 547 | 540 | 73 | 13.5 |
| **Non-Binary** | -- | -- | -- | -- |
| **American Indian or Alaska Native** | -- | -- | -- | -- |
| **Asian** | 21 | 20 | 0 | 0.0 |
| **Black or African American** | -- | -- | -- | -- |
| **Filipino** | 18 | 18 | 0 | 0.0 |
| **Hispanic or Latino** | 1002 | 990 | 123 | 12.4 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- |
| **White** | 27 | 26 | 6 | 23.1 |
| **English Learners** | 383 | 376 | 41 | 10.9 |
| **Foster Youth** | -- | -- | -- | -- |
| **Homeless** | 280 | 275 | 28 | 10.2 |
| **Socioeconomically Disadvantaged** | 971 | 960 | 122 | 12.7 |
| **Students Receiving Migrant Education Services** | 61 | 59 | 4 | 6.8 |
| **Students with Disabilities** | 208 | 205 | 50 | 24.4 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## C. Engagement

### State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

## Suspensions and Expulsions

This table displays suspensions data.

| Suspensions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 13.27 | 6.8 | 5.57 | 4.91 | 3.34 | 2.35 | 3.6 | 3.28 | 2.94 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

This table displays expulsions data.

| Expulsions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 0 | 0 | 0.09 | 0.02 | 0.03 | 0.01 | 0.08 | 0.07 | 0.06 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2024-25 Suspensions and Expulsions by Student Group

| Student Group | Suspensions Rate | Expulsions Rate |
|---|---|---|
| **All Students** | 5.57 | 0.09 |
| **Female** | 6.03 | 0.00 |
| **Male** | 5.12 | 0.18 |
| **Non-Binary** | 0.00 | 0.00 |
| **American Indian or Alaska Native** | 0.00 | 0.00 |
| **Asian** | 0.00 | 0.00 |
| **Black or African American** | 0.00 | 0.00 |
| **Filipino** | 0.00 | 0.00 |
| **Hispanic or Latino** | 5.79 | 0.10 |
| **Native Hawaiian or Pacific Islander** | 0.00 | 0.00 |
| **Two or More Races** | 0.00 | 0.00 |
| **White** | 7.41 | 0.00 |
| **English Learners** | 6.53 | 0.26 |
| **Foster Youth** | 0.00 | 0.00 |
| **Homeless** | 5.00 | 0.36 |
| **Socioeconomically Disadvantaged** | 5.87 | 0.10 |
| **Students Receiving Migrant Education Services** | 6.56 | 1.64 |
| **Students with Disabilities** | 4.33 | 0.00 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2025-26 School Safety Plan

Frank Academy is committed to ensuring a safe and supportive environment for all students and staff. Our comprehensive School Site Safety Plan is developed by the School Safety Committee with input from the Oxnard Police Department and Fire Department. The plan is updated each Fall, reviewed with staff and community members, and brought to the School Site Council in December. It is submitted to the Board of Education for approval in February. The plan focuses on three key areas: a positive school climate grounded in PBIS, a safe physical environment supported through effective supervision, and strong disaster preparedness procedures.

Campus safety remains a top priority. All visitors must be screened at the door before entering campus. Once inside, visitors must sign in at the office and wear a visitor badge at all times. Students are supervised before school, during breaks, at lunch, and after school by campus supervisors, teachers, and administrators. Frank Academy implements the PBIS and CHAMPS model, maintaining a Schoolwide Positive Behavior Interventions and Support Plan that outlines expectations, reinforces positive behavior, and supports a safe and respectful school culture.

The school adheres to all applicable laws and regulations regarding hazardous materials and earthquake safety. Monthly safety drills are conducted, encompassing fire, earthquake, and lockdown drills. Priority 1 lockdown drills are used to ensure readiness for intruder situations and to verify that all protocols and communication systems are functioning properly. Staff receive ongoing training, including preparation for active intruder scenarios. The school also collaborates with our shared School Resource Officer to support campus safety and address emerging needs.

## 2022-23 Secondary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

| Subject | Average Class Size | Number of Classes with 1-22 Students | Number of Classes with 23-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **English Language Arts** | 18 | 34 | 17 | 0 |
| **Mathematics** | 19 | 18 | 18 | 0 |
| **Science** | 23 | 12 | 22 | 0 |
| **Social Science** | 23 | 10 | 20 | 0 |

## 2023-24 Secondary Average Class Size and Class Size Distribution

This table displays the 2023-24 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

| Subject | Average Class Size | Number of Classes with 1-22 Students | Number of Classes with 23-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **English Language Arts** | 18 | 40 | 11 | |
| **Mathematics** | 20 | 14 | 19 | 1 |
| **Science** | 26 | 6 | 22 | 3 |
| **Social Science** | 23 | 8 | 22 | |

## 2024-25 Secondary Average Class Size and Class Size Distribution

This table displays the 2024-25 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

| Subject | Average Class Size | Number of Classes with 1-22 Students | Number of Classes with 23-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **English Language Arts** | 19 | 30 | 19 | |
| **Mathematics** | 20 | 16 | 16 | 3 |
| **Science** | 27 | 7 | 19 | 5 |
| **Social Science** | 26 | 7 | 20 | |

## 2024-25 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

| Title | Ratio |
|---|---|
| **Pupils to Academic Counselor** | 519 |

## 2024-25 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. The “Other” category is for all other student support services staff positions not listed.

| Title | Number of FTE Assigned to School |
|---|---|
| **Counselor (Academic, Social/Behavioral or Career Development)** | 2 |
| **Library Media Teacher (Librarian)** | |
| **Library Media Services Staff (Paraprofessional)** | |
| **Psychologist** | 2.5 |
| **Social Worker** | |
| **Nurse** | |
| **Speech/Language/Hearing Specialist** | 2.5 |
| **Resource Specialist (non-teaching)** | |
| **Other** | |

## Fiscal Year 2023-24 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2023-24 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

| Level | Total Expenditures Per Pupil | Expenditures Per Pupil (Restricted) | Expenditures Per Pupil (Unrestricted) | Average Teacher Salary |
|---|---|---|---|---|
| **School Site** | $5,243.61 | $89.83 | $5,153.78 | $122,056.82 |
| **District** | N/A | N/A | $5,362.06 | $114,681.45 |
| **Percent Difference - School Site and District** | N/A | N/A | -4.0 | 19.1 |
| **State** | N/A | N/A | $11,146 | $101,700 |
| **Percent Difference - School Site and State** | N/A | N/A | -70.5 | 23.6 |

## Fiscal Year 2024-25 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality
and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

## Fiscal Year 2023-24 Teacher and Administrative Salaries

This table displays the 2023-24 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at http://www.cde.ca.gov/ds/fd/cs/.

| Category | District Amount | State Average for Districts in Same Category |
|---|---|---|
| **Beginning Teacher Salary** | $60,636 | $61,597 |
| **Mid-Range Teacher Salary** | $100,466 | $98,902 |
| **Highest Teacher Salary** | $131,818 | $126,340 |
| **Average Principal Salary (Elementary)** | $140,658 | $158,383 |
| **Average Principal Salary (Middle)** | $155,782 | $165,207 |
| **Average Principal Salary (High)** | | $162,237 |
| **Superintendent Salary** | $240,000 | $288,332 |
| **Percent of Budget for Teacher Salaries** | 27.88% | 31.29% |
| **Percent of Budget for Administrative Salaries** | 3.85% | 5.38% |

## Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past several school years (2021-22 to present), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. Some of the days occur before the start of school year and some occur during the school year.  In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

| Subject | 2023-24 | 2024-25 | 2025-26 |
|---|---|---|---|
| **Number of school days dedicated to Staff Development and Continuous Improvement** | 2 | 2 | 2 |

# Fremont Academy of Environmental Science and Innovative Design

## 2024-2025 School Accountability Report Card (Published During the 2025-2026 School Year)

## General Information about the School Accountability Report Card (SARC)

### SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

### DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

### California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

| Internet Access | Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents. |
|---|---|

## 2025-26 School Contact Information

| | |
|---|---|
| **School Name** | Fremont Academy of Environmental Science and Innovative Design |
| **Street** | 1130 North M Street |
| **City, State, Zip** | Oxnard, CA 93030 |
| **Phone Number** | (805) 385-1539 |
| **Principal** | Dave De Los Santos |
| **Email Address** | ddelossantos@oxnardsd.org |
| **School Website** | https://www.oxnardsd.org/Domain/394 |
| **Grade Span** | 6-8 |
| **County-District-School (CDS) Code** | 56725386055313 |

## 2025-26 District Contact Information

| | |
|---|---|
| **District Name** | Oxnard School District |
| **Phone Number** | (805) 385-1501 |
| **Superintendent** | Dr. Ana DeGenna |
| **Email Address** | adegenna@oxnardsd.org |
| **District Website** | http://www.oxnardsd.org |

## 2025-26 School Description and Mission Statement

Fremont Academy of Environmental Science and Innovative Design was established in 1961 and is one of 21 schools in the Oxnard School District. It is 1 of 3 comprehensive middle schools. Fremont Academy's focus on Environmental Science and Innovative Design incorporates Fremont's garden as an outdoor learning area. It also includes the Environmental Science elective in which students learn 3-D design using innovative technology. Fremont Scholars are also provided the opportunity for an elective wheel, in which they can take courses such as Robotics, MESA, Environmental Science, Art, and Careers. Fremont Academy currently serves 569 students in grades 6, 7, and 8 on a traditional calendar.

Fremont Academy fosters STEAM-centered education, offering educational opportunities that promote college and career readiness for all students. Our promise is access to grade-level standards in every classroom. Many students are enrolled in Fremont's AVID Program, which focuses on college-preparation courses, organization, and effective note-taking strategies. We are committed to providing all our students with access to AVID strategies in every classroom. Our educational program promotes exciting opportunities for students to learn and grow through inquiry-based, hands-on exploration of our local and global environments. Core knowledge and skill development are accelerated as learners engage in challenging, environmentally themed projects that span the classroom, specialized labs, and field-based experiences. This interactive approach encourages students to ask questions, make decisions, and take responsibility for their learning outcomes. As a result, students challenge themselves with higher expectations every day, building a foundation for lifelong learning and personal success.

## 2025-26 School Description and Mission Statement

At Fremont, we believe that all students have the ability to succeed. We foster a culture of respect and celebrate diversity. Supported by coaching and guidance from teachers. Students are empowered to direct their own learning path, which is designed to meet each individual's unique cultural, social, emotional, and intellectual needs. Our fully integrated project-based curriculum fosters collaboration and communication while providing flexibility and choice. An exciting range of electives, extracurricular activities, and community partnerships provides additional opportunities for all students to thrive academically and socially.

Mission Statement: Fremont Middle School is committed to providing a rigorous curriculum of grade-level standards in every classroom. This will be achieved in an inclusive, safe, and positive environment that fosters students' full academic potential as well-rounded individuals. We are dedicated to collaborating with parents and community leaders to prepare students to be productive, socially responsible, and equipped to participate in a global, diverse, and technologically advanced society.

We are Innovators...We are Leaders...We are Fremont.

# About this School

## 2024-25 Student Enrollment by Grade Level

| Grade Level | Number of Students |
|---|---|
| **Grade 6** | 179 |
| **Grade 7** | 206 |
| **Grade 8** | 232 |
| **Total Enrollment** | 617 |

## 2024-25 Student Enrollment by Student Group

| Student Group | Percent of Total Enrollment |
|---|---|
| **Female** | 47.3 |
| **Male** | 52.7 |
| **American Indian or Alaska Native** | 0.2 |
| **Asian** | 0.6 |
| **Black or African American** | 1 |
| **Filipino** | 1.8 |
| **Hispanic or Latino** | 90.3 |
| **Native Hawaiian or Pacific Islander** | 0.5 |
| **Two or More Races** | 0.6 |
| **White** | 5 |
| **English Learners** | 20.9 |
| **Homeless** | 9.9 |
| **Migrant** | 2.1 |
| **Socioeconomically Disadvantaged** | 86.9 |
| **Students with Disabilities** | 29.3 |

## A. Conditions of Learning

### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

## 2021-22 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 36.7 | 80.66 | 639.4 | 88.51 | 234405.2 | 84 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 7.6 | 1.05 | 4853 | 1.74 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 4.1 | 9.01 | 29.1 | 4.03 | 12001.5 | 4.3 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 1.6 | 3.65 | 7.3 | 1.01 | 11953.1 | 4.28 |
| **Unknown/Incomplete/NA** | 3 | 6.66 | 38.9 | 5.39 | 15831.9 | 5.67 |
| **Total Teaching Positions** | 45.5 | 100 | 722.4 | 100 | 279044.8 | 100 |

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2022-23 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 33.3 | 77.8 | 641.2 | 88.19 | 231142.4 | 83.24 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 5.3 | 0.74 | 5566.4 | 2 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 2.6 | 6.2 | 34 | 4.68 | 14938.3 | 5.38 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 2.1 | 5.03 | 8.1 | 1.12 | 11746.9 | 4.23 |
| **Unknown/Incomplete/NA** | 4.7 | 10.95 | 38.3 | 5.28 | 14303.8 | 5.15 |
| **Total Teaching Positions** | 42.9 | 100 | 727.1 | 100 | 277698 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2023-24 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 29.6 | 73.27 | 608.8 | 86.98 | 230039.4 | 100 |
| **Intern Credential Holders Properly Assigned** | 0.1 | 0.4 | 2.7 | 0.39 | 6213.8 | 2.23 |
| **Teachers Without Credentials and Misassignments ("ineffective" under ESSA)** | 3.7 | 9.28 | 33.6 | 4.81 | 16855 | 6.04 |
| **Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)** | 2.1 | 5.35 | 9.5 | 1.37 | 12112.8 | 4.34 |
| **Unknown/Incomplete/NA** | 4.7 | 11.66 | 45.1 | 6.44 | 13705.8 | 4.91 |
| **Total Teaching Positions** | 40.4 | 100 | 700 | 100 | 278927.1 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

| Authorization/Assignment | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Permits and Waivers** | 1.00 | 1.5 | 1 |
| **Misassignments** | 3.10 | 1.1 | 2.7 |
| **Vacant Positions** | 0.00 | 0 | 0 |
| **Total Teachers Without Credentials and Misassignments** | 4.10 | 2.6 | 3.7 |

## Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Credentialed Teachers Authorized on a Permit or Waiver** | 0.80 | 1 | 0.8 |
| **Local Assignment Options** | 0.80 | 1.1 | 1.3 |
| **Total Out-of-Field Teachers** | 1.60 | 2.1 | 2.1 |

## Class Assignments

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Misassignments for English Learners** (a percentage of all the classes with English learners taught by teachers that are misassigned) | 8.1 | 1.3 | 5.7 |
| **No credential, permit or authorization to teach** (a percentage of all the classes taught by teachers with no record of an authorization to teach) | 0 | 1.9 | 0 |

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

## 2025-26 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 15, 2025 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

| | |
|---|---|
| **Year and month in which the data were collected** | October 2025 |

| Subject | List of Textbooks and Other Instructional Materials / Indicate if from Most Recent Adoption / Year of Adoption | Percent Students Lacking Own Assigned Copy |
|---|---|---|
| **Reading/Language Arts** | McGraw-Hill, Study Sync Curriculum for ELA/ELD for grades 6-8, adopted 2017<br>Houghton Mifflin/Harcourt, English 3D for ELD for grades 6-8, adopted 2015 | 0 |
| **Mathematics** | Pearson, Connected Math 3 Curriculum for grades 6-8, adopted 2015 | 0 |
| **Science** | McGraw-Hill, Inspire for grades 6-8, adopted 2020 | 0 |
| **History-Social Science** | Cengage, National Geographic Learning for grades 6-8, adopted 2019 | 0 |
| **Foreign Language** | McDougal Litell 2011 | 0 |

Note: Cells with N/A values do not require data.

## School Facility Conditions and Planned Improvements

Fremont Academy, originally built in 1961, is currently comprised of 54 classrooms, a library, one computer lab, a multi-purpose room, an athletic field, an activity room, and two staff lounges. The most recent inspections resulted in an overall “Exemplary” rating.

| | |
|---|---|
| **Year and month of the most recent FIT report** | 7/15/2025 |

| System Inspected | Rate | Rate | Rate | Repair Needed and Action Taken or Planned |
|---|---|---|---|---|

## School Facility Conditions and Planned Improvements

| | Good | Fair | Poor | |
|---|---|---|---|---|
| **Systems:** Gas Leaks, Mechanical/HVAC, Sewer | X | | | |
| **Interior:** Interior Surfaces | X | | | |
| **Cleanliness:** Overall Cleanliness, Pest/Vermin Infestation | X | | | |
| **Electrical** | X | | | |
| **Restrooms/Fountains:** Restrooms, Sinks/ Fountains | X | | | |
| **Safety:** Fire Safety, Hazardous Materials | X | | | |
| **Structural:** Structural Damage, Roofs | X | | | |
| **External:** Playground/School Grounds, Windows/ Doors/Gates/Fences | X | | | |

## Overall Facility Rate

| Exemplary | Good | Fair | Poor |
|---|---|---|---|
| X | | | |

## B. Pupil Outcomes

## State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

**Statewide Assessments**
(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

**College and Career Ready**
The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

### Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

ELA and mathematics test results include the Smarter Balanced Summative Assessments and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **English Language Arts/Literacy** (grades 3-8 and 11) | 20 | 26 | 30 | 33 | 47 | 48 |
| **Mathematics** (grades 3-8 and 11) | 11 | 15 | 20 | 22 | 35 | 37 |

### 2024-25 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus

the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 617 | 592 | 95.95 | 4.05 | 25.51 |
| **Female** | 291 | 279 | 95.88 | 4.12 | 30.47 |
| **Male** | 326 | 313 | 96.01 | 3.99 | 21.09 |
| **American Indian or Alaska Native** | -- | -- | -- | -- | -- |
| **Asian** | -- | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | 11 | 11 | 100.00 | 0.00 | 63.64 |
| **Hispanic or Latino** | 556 | 533 | 95.86 | 4.14 | 23.83 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | 32 | 32 | 100.00 | 0.00 | 34.38 |
| **English Learners** | 109 | 105 | 96.33 | 3.67 | 6.67 |
| **Foster Youth** | -- | -- | -- | -- | -- |
| **Homeless** | 57 | 56 | 98.25 | 1.75 | 16.07 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 541 | 520 | 96.12 | 3.88 | 23.08 |
| **Students Receiving Migrant Education Services** | 13 | 13 | 100.00 | 0.00 | 0.00 |
| **Students with Disabilities** | 180 | 162 | 90.00 | 10.00 | 3.70 |

## 2024-25 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 616 | 592 | 96.10 | 3.90 | 15.20 |
| **Female** | 291 | 279 | 95.88 | 4.12 | 13.62 |
| **Male** | 325 | 313 | 96.31 | 3.69 | 16.61 |
| **American Indian or Alaska Native** | -- | -- | -- | -- | -- |
| **Asian** | -- | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | 11 | 11 | 100.00 | 0.00 | 63.64 |
| **Hispanic or Latino** | 555 | 533 | 96.04 | 3.96 | 13.51 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | 32 | 32 | 100.00 | 0.00 | 18.75 |
| **English Learners** | 109 | 105 | 96.33 | 3.67 | 3.81 |
| **Foster Youth** | -- | -- | -- | -- | -- |
| **Homeless** | 57 | 56 | 98.25 | 1.75 | 7.14 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 540 | 520 | 96.30 | 3.70 | 12.88 |
| **Students Receiving Migrant Education Services** | 13 | 13 | 100.00 | 0.00 | 0.00 |
| **Students with Disabilities** | 179 | 162 | 90.50 | 9.50 | 6.79 |

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA for Science. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA for Science divided by the total number of students who participated in a science assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **Science** (grades 5, 8 and high school) | 9.65 | 12.61 | 16.23 | 18.14 | 30.73 | 32.33 |

## 2024-25 CAASPP Test Results in Science by Student Group

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

| Student Group | Total Enrollment | Number Tested | Percent Tested | Percent Not Tested | Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 234 | 222 | 94.87 | 5.13 | 12.61 |
| **Female** | 108 | 100 | 92.59 | 7.41 | 11.00 |
| **Male** | 126 | 122 | 96.83 | 3.17 | 13.93 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | -- | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 209 | 197 | 94.26 | 5.74 | 9.64 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | 13 | 13 | 100.00 | 0.00 | 15.38 |
| **English Learners** | 35 | 34 | 97.14 | 2.86 | 2.94 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 24 | 23 | 95.83 | 4.17 | 8.70 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 205 | 194 | 94.63 | 5.37 | 9.79 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 70 | 61 | 87.14 | 12.86 | 1.64 |

## B. Pupil Outcomes

## State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

### 2024-25 California Physical Fitness Test Participation Rates

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT requires only participation results for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

| Grade Level | Component 1: Aerobic Capacity | Component 2: Abdominal Strength and Endurance | Component 3: Trunk Extensor and Strength and Flexibility | Component 4: Upper Body Strength and Endurance | Component 5: Flexibility |
|---|---|---|---|---|---|
| **Grade 7** | 99% | 99% | 99% | 99% | 99% |

## C. Engagement

## State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

### 2025-26 Opportunities for Parental Involvement

Fremont Academy strives to encourage meaningful, two-way communication with parents regarding student learning, school activities, and opportunities for involvement. Parents are invited to attend Back-to-School Night, participate in Parent-Teacher conferences, and attend other parent meetings. Monthly "Coffee with the Counselors " meetings are held in an intimate forum, along with informational and educational sessions that parents are encouraged to attend and participate in. Parents are also invited to participate in decision-making and advisory committees, such as the School Site Council and the English Learner Advisory Council. Fremont Academy benefits from an extremely active and involved Parent Teacher Association. The Fremont PTA supports many school programs, including PTA Reflections, fundraisers, Family Nights, and parent education events. Parents are encouraged to volunteer at school, in classrooms, and as chaperones for field trips. The Fremont Counseling Center, referred to as the Landing, offers workshops for parents. Incoming 6th-grade Academy Tours, High School A-G Nights for 8th grade, and Safety Presentations, including Internet Safety Parent workshops, are also offered. Parent involvement activities have been offered on-site and virtually through webinars to accommodate the busy schedules of our parents.

Information regarding parent involvement is provided in the annually updated School Parental Involvement Policy. Upcoming events and meetings are regularly communicated through the school website, social media, and Parent Square messaging, which includes phone calls, texts, and emails. Parent training has been conducted by Fremont's Outreach Consultant on Canvas, the district's learning management system.

## 2024-25 Chronic Absenteeism by Student Group

| Student Group | Cumulative Enrollment | Chronic Absenteeism Eligible Enrollment | Chronic Absenteeism Count | Chronic Absenteeism Rate |
|---|---|---|---|---|
| **All Students** | 643 | 636 | 151 | 23.7 |
| **Female** | 304 | 299 | 62 | 20.7 |
| **Male** | 339 | 337 | 89 | 26.4 |
| **Non-Binary** | -- | -- | -- | -- |
| **American Indian or Alaska Native** | -- | -- | -- | -- |
| **Asian** | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- |
| **Filipino** | 11 | 11 | 0 | 0.0 |
| **Hispanic or Latino** | 578 | 573 | 137 | 23.9 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- |
| **White** | 34 | 33 | 7 | 21.2 |
| **English Learners** | 142 | 142 | 32 | 22.5 |
| **Foster Youth** | -- | -- | -- | -- |
| **Homeless** | 67 | 67 | 26 | 38.8 |
| **Socioeconomically Disadvantaged** | 562 | 556 | 142 | 25.5 |
| **Students Receiving Migrant Education Services** | 21 | 21 | 6 | 28.6 |
| **Students with Disabilities** | 195 | 192 | 62 | 32.3 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## C. Engagement

### State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

## Suspensions and Expulsions

This table displays suspensions data.

| Suspensions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 19.06 | 11.65 | 6.22 | 4.91 | 3.34 | 2.35 | 3.6 | 3.28 | 2.94 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

This table displays expulsions data.

| Expulsions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 0 | 0.4 | 0 | 0.02 | 0.03 | 0.01 | 0.08 | 0.07 | 0.06 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2024-25 Suspensions and Expulsions by Student Group

| Student Group | Suspensions Rate | Expulsions Rate |
|---|---|---|
| **All Students** | 6.22 | 0.00 |
| **Female** | 3.95 | 0.00 |
| **Male** | 8.26 | 0.00 |
| **Non-Binary** | 0.00 | 0.00 |
| **American Indian or Alaska Native** | 0.00 | 0.00 |
| **Asian** | 0.00 | 0.00 |
| **Black or African American** | 0.00 | 0.00 |
| **Filipino** | 0.00 | 0.00 |
| **Hispanic or Latino** | 6.23 | 0.00 |
| **Native Hawaiian or Pacific Islander** | 0.00 | 0.00 |
| **Two or More Races** | 0.00 | 0.00 |
| **White** | 5.88 | 0.00 |
| **English Learners** | 7.75 | 0.00 |
| **Foster Youth** | 0.00 | 0.00 |
| **Homeless** | 13.43 | 0.00 |
| **Socioeconomically Disadvantaged** | 6.58 | 0.00 |
| **Students Receiving Migrant Education Services** | 9.52 | 0.00 |
| **Students with Disabilities** | 11.28 | 0.00 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2025-26 School Safety Plan

The safety of students and staff is the top priority in school operations at Fremont Academy. Supervision is provided to ensure the safety of each student before school, during breaks, at lunch, and after school, and is a responsibility shared among campus supervisors, teachers, school staff, and administration. All visitors to the campus must sign in at the office and wear a visitor's pass at all times.

Authorized adults picking up students during school hours must present valid photo identification and be listed on the student's emergency contact card on file with the school. To further ensure the safety, security, and welfare of students and staff, the School Safety Committee has developed a Comprehensive School Safety Plan. The School Safety Plan is updated annually and reviewed with the Fremont Leadership Team in December, followed by a review with all staff in January. The plan is approved by the School Site Council in January. Key elements of the School Safety Plan focus on supervision, disaster kits, positive behavior support, and emergency drills and procedures in preparedness for true emergencies, including evacuation procedures. Safety drills are held regularly to prepare for earthquakes, lockdowns, and fires.

As part of fostering a positive school climate and culture, every staff member is trained in the CHAMPS (Communication, Help, Action, Movement, Participation, and Success) model, enabling teachers and all staff to effectively manage student behavior in a proactive, positive, and instructional manner. Additionally, staff model and teach our school's expectations using the School-wide Positive Behavior Plan, which includes the "Three B's" (Be Respectful, Be Responsible, Be Safe). Fremont embraces the strategies of the Positive Behavior Interventions and Supports (PBIS) model. Our PBIS team, known as our Foundations FLY team, meets bi-weekly and works with the entire staff to focus on areas of need around the campus. The Guidelines for Success, known as FLY - FOCUS, LEARN, YIELD excellence, are recited daily during morning announcements, and students are encouraged to spread their WINGS and FLY.

## 2022-23 Secondary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

| Subject | Average Class Size | Number of Classes with 1-22 Students | Number of Classes with 23-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **English Language Arts** | 20 | 18 | 10 | 1 |
| **Mathematics** | 18 | 19 | 7 | 1 |
| **Science** | 22 | 10 | 13 | 1 |
| **Social Science** | 23 | 8 | 12 | 2 |

## 2023-24 Secondary Average Class Size and Class Size Distribution

This table displays the 2023-24 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

| Subject | Average Class Size | Number of Classes with 1-22 Students | Number of Classes with 23-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **English Language Arts** | 18 | 21 | 8 | 2 |
| **Mathematics** | 17 | 20 | 7 | 1 |
| **Science** | 24 | 5 | 14 | 2 |
| **Social Science** | 22 | 8 | 14 | 1 |

## 2024-25 Secondary Average Class Size and Class Size Distribution

This table displays the 2024-25 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

| Subject | Average Class Size | Number of Classes with 1-22 Students | Number of Classes with 23-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **English Language Arts** | 17 | 20 | 8 | 3 |
| **Mathematics** | 16 | 19 | 6 | 2 |
| **Science** | 22 | 11 | 5 | 4 |
| **Social Science** | 23 | 7 | 11 | 2 |

## 2024-25 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

| Title | Ratio |
|---|---|
| **Pupils to Academic Counselor** | 350 |

## 2024-25 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. The "Other" category is for all other student support services staff positions not listed.

| Title | Number of FTE Assigned to School |
|---|---|
| **Counselor (Academic, Social/Behavioral or Career Development)** | 2 |
| **Library Media Teacher (Librarian)** | |
| **Library Media Services Staff (Paraprofessional)** | |
| **Psychologist** | 2.5 |
| **Social Worker** | |
| **Nurse** | |
| **Speech/Language/Hearing Specialist** | 2.5 |
| **Resource Specialist (non-teaching)** | |
| **Other** | |

## Fiscal Year 2023-24 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2023-24 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

| Level | Total Expenditures Per Pupil | Expenditures Per Pupil (Restricted) | Expenditures Per Pupil (Unrestricted) | Average Teacher Salary |
|---|---|---|---|---|
| **School Site** | $5,079.93 | $94.07 | $4,985.86 | 99632.91 |
| **District** | N/A | N/A | $5,362.06 | $114,681.45 |
| **Percent Difference - School Site and District** | N/A | N/A | -7.3 | -1.1 |
| **State** | N/A | N/A | $11,146 | $101,700 |
| **Percent Difference - School Site and State** | N/A | N/A | -73.4 | 3.4 |

## Fiscal Year 2024-25 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality
and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

## Fiscal Year 2023-24 Teacher and Administrative Salaries

This table displays the 2023-24 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at http://www.cde.ca.gov/ds/fd/cs/.

| Category | District Amount | State Average for Districts in Same Category |
|---|---|---|
| **Beginning Teacher Salary** | $60,636 | $61,597 |
| **Mid-Range Teacher Salary** | $100,466 | $98,902 |
| **Highest Teacher Salary** | $131,818 | $126,340 |
| **Average Principal Salary (Elementary)** | $140,658 | $158,383 |
| **Average Principal Salary (Middle)** | $155,782 | $165,207 |
| **Average Principal Salary (High)** | | $162,237 |
| **Superintendent Salary** | $240,000 | $288,332 |
| **Percent of Budget for Teacher Salaries** | 27.88% | 31.29% |
| **Percent of Budget for Administrative Salaries** | 3.85% | 5.38% |

## Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past several school years (2021-22 to present), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. Some of the days occur before the start of school year and some occur during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

| Subject | 2023-24 | 2024-25 | 2025-26 |
|---|---|---|---|
| **Number of school days dedicated to Staff Development and Continuous Improvement** | 2 | 2 | 2 |

# Norma Harrington Elementary School

## 2024-2025 School Accountability Report Card
## (Published During the 2025-2026 School Year)

## General Information about the School Accountability Report Card (SARC)

### SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

### DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

### California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

### Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## 2025-26 School Contact Information

| | |
|---|---|
| **School Name** | Norma Harrington Elementary School |
| **Street** | 451 E. Olive St. |
| **City, State, Zip** | Oxnard, CA 93033 |
| **Phone Number** | (805) 385-1542 |
| **Principal** | Rosaura Castellanos |
| **Email Address** | rcastellanos@oxnardsd.org |
| **School Website** | www.oxnardsd.org/harrington |
| **Grade Span** | TK-5 |
| **County-District-School (CDS) Code** | 56725386055297 |

## 2025-26 District Contact Information

| | |
|---|---|
| **District Name** | Oxnard School District |
| **Phone Number** | (805) 385-1501 |
| **Superintendent** | Dr. Ana DeGenna |
| **Email Address** | adegenna@oxnardsd.org |
| **District Website** | http://www.oxnardsd.org |

## 2025-26 School Description and Mission Statement

At Norma Harrington School, we strive for academic excellence for all students. We have established an educational program that emphasizes a strong academic foundation based on the California Common Core Standards, while providing a safe and nurturing environment. We believe that students are most successful when they feel comfortable and want to be at school every day. Harrington employs a faculty of professional, dedicated teachers and support staff who go above and beyond in order to meet the needs of our community.

With a staff of this quality, children are afforded a classroom environment where they can prosper and strive to reach their highest potential. We encourage parents to be involved in the schooling of their children and assist by providing them with the skills and information needed to support their children. We believe that students thrive when parents and school staff work together to properly equip them to achieve success in our complex and competitive society. We offer a biliteracy program through fifth grade. We believe that all students are capable of becoming bilingual, biliterate, and bicultural.

Recognizing the critical importance of an education that prepares our students for middle school and beyond, we incorporate the use of technology and introduce a focus strand in Environmental Science, Music, and the Arts. Concurrently, we also maintain a student-centered after-school program that fosters an atmosphere where a child's social, emotional, and intellectual needs are equally valued. The social and emotional well-being of students is supported by a School Psychologist, a School Counselor, and an Outreach Specialist.

Implementation of our school mission is made possible by the support staff employed to augment our program. A Literacy Intervention Teacher provides additional academic support to students identified through our Multi-Tiered System of Supports process, and we have para-educator support in kindergarten.

## About this School

### 2024-25 Student Enrollment by Grade Level

| Grade Level | Number of Students |
|---|---|
| **Kindergarten** | 100 |
| **Grade 1** | 97 |
| **Grade 2** | 73 |
| **Grade 3** | 70 |
| **Grade 4** | 99 |
| **Grade 5** | 74 |
| **Total Enrollment** | 513 |

### 2024-25 Student Enrollment by Student Group

| Student Group | Percent of Total Enrollment |
|---|---|
| **Female** | 48.1 |
| **Male** | 51.9 |
| **Filipino** | 0.4 |
| **Hispanic or Latino** | 99.2 |
| **White** | 0.4 |
| **English Learners** | 65.3 |
| **Homeless** | 19.9 |
| **Migrant** | 3.1 |
| **Socioeconomically Disadvantaged** | 91.2 |
| **Students with Disabilities** | 19.7 |

## A. Conditions of Learning

### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

## 2021-22 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 22.5 | 81.82 | 639.4 | 88.51 | 234405.2 | 84 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 7.6 | 1.05 | 4853 | 1.74 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 2.5 | 9.09 | 29.1 | 4.03 | 12001.5 | 4.3 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0 | 0 | 7.3 | 1.01 | 11953.1 | 4.28 |
| **Unknown/Incomplete/NA** | 2.5 | 9.09 | 38.9 | 5.39 | 15831.9 | 5.67 |
| **Total Teaching Positions** | 27.5 | 100 | 722.4 | 100 | 279044.8 | 100 |

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2022-23 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 25.2 | 91 | 641.2 | 88.19 | 231142.4 | 83.24 |
| **Intern Credential Holders Properly Assigned** | 0.5 | 1.8 | 5.3 | 0.74 | 5566.4 | 2 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 0 | 0 | 34 | 4.68 | 14938.3 | 5.38 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0 | 0 | 8.1 | 1.12 | 11746.9 | 4.23 |
| **Unknown/Incomplete/NA** | 2 | 7.2 | 38.3 | 5.28 | 14303.8 | 5.15 |
| **Total Teaching Positions** | 27.7 | 100 | 727.1 | 100 | 277698 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2023-24 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 24.2 | 92.37 | 608.8 | 86.98 | 230039.4 | 100 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 2.7 | 0.39 | 6213.8 | 2.23 |
| **Teachers Without Credentials and Misassignments ("ineffective" under ESSA)** | 1 | 3.82 | 33.6 | 4.81 | 16855 | 6.04 |
| **Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)** | 0 | 0 | 9.5 | 1.37 | 12112.8 | 4.34 |
| **Unknown/Incomplete/NA** | 1 | 3.82 | 45.1 | 6.44 | 13705.8 | 4.91 |
| **Total Teaching Positions** | 26.2 | 100 | 700 | 100 | 278927.1 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

| Authorization/Assignment | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Permits and Waivers** | 0.50 | 0 | 0 |
| **Misassignments** | 2.00 | 0 | 1 |
| **Vacant Positions** | 0.00 | 0 | 0 |
| **Total Teachers Without Credentials and Misassignments** | 2.50 | 0 | 1 |

## Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Credentialed Teachers Authorized on a Permit or Waiver** | 0.00 | 0 | 0 |
| **Local Assignment Options** | 0.00 | 0 | 0 |
| **Total Out-of-Field Teachers** | 0.00 | 0 | 0 |

## Class Assignments

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Misassignments for English Learners** (a percentage of all the classes with English learners taught by teachers that are misassigned) | 8.3 | 0 | 4 |
| **No credential, permit or authorization to teach** (a percentage of all the classes taught by teachers with no record of an authorization to teach) | 0 | 0 | 0 |

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

## 2025-26 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 15, 2025 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

| | |
|---|---|
| **Year and month in which the data were collected** | October 2025 |

| Subject | List of Textbooks and Other Instructional Materials / Indicate if from Most Recent Adoption / Year of Adoption | Percent Students Lacking Own Assigned Copy |
|---|---|---|
| **Reading/Language Arts** | McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016 | 0 |
| **Mathematics** | McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015 | 0 |
| **Science** | Imagine Learning, Twig Science for grades K-5, adopted 2022 | 0 |
| **History-Social Science** | Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023 | 0 |

Note: Cells with N/A values do not require data.

## School Facility Conditions and Planned Improvements

Harrington School was completed and dedicated on January 16, 2016. This campus features 30 classrooms, administration offices, a library/media room, a staff lounge, a meeting room, a nurse's office, a kitchen, a multi-purpose room, a playground, and a piano lab. The most recent inspections resulted in an overall "Good" rating.

| | |
|---|---|
| **Year and month of the most recent FIT report** | 7/20/2025 |

| System Inspected | Rate Good | Rate Fair | Rate Poor | Repair Needed and Action Taken or Planned |
|---|---|---|---|---|

## School Facility Conditions and Planned Improvements

| | | | | |
|---|---|---|---|---|
| **Systems:**<br>Gas Leaks, Mechanical/HVAC, Sewer | X | | | |
| **Interior:**<br>Interior Surfaces | X | | | Classroom # 351: Replace 2 stained ceiling tiles<br>Classroom # 603: ü<br>Classroom # 608: Multiple ceiling tiles are very loose and about to fall off. |
| **Cleanliness:**<br>Overall Cleanliness, Pest/Vermin Infestation | X | | | |
| **Electrical** | X | | | |
| **Restrooms/Fountains:**<br>Restrooms, Sinks/ Fountains | X | | | |
| **Safety:**<br>Fire Safety, Hazardous Materials | X | | | |
| **Structural:**<br>Structural Damage, Roofs | X | | | |
| **External:**<br>Playground/School Grounds, Windows/ Doors/Gates/Fences | X | | | Classroom # 801: CRV door needs to be painted. |

## Overall Facility Rate

| Exemplary | Good | Fair | Poor |
|---|---|---|---|
| | X | | |

## B. Pupil Outcomes

## State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

**Statewide Assessments**
(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

**College and Career Ready**
The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

### Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

ELA and mathematics test results include the Smarter Balanced Summative Assessments and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **English Language Arts/Literacy** (grades 3-8 and 11) | 36 | 31 | 30 | 33 | 47 | 48 |
| **Mathematics** (grades 3-8 and 11) | 29 | 23 | 20 | 22 | 35 | 37 |

### 2024-25 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus

the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 239 | 229 | 95.82 | 4.18 | 31.44 |
| **Female** | 112 | 108 | 96.43 | 3.57 | 33.33 |
| **Male** | 127 | 121 | 95.28 | 4.72 | 29.75 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | 0 | 0 | 0 | 0 | 0 |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 238 | 228 | 95.80 | 4.20 | 31.14 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | 0 | 0 | 0 | 0 | 0 |
| **White** | 0 | 0 | 0 | 0 | 0 |
| **English Learners** | 139 | 132 | 94.96 | 5.04 | 15.91 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 53 | 50 | 94.34 | 5.66 | 22.00 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 221 | 212 | 95.93 | 4.07 | 31.60 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 53 | 51 | 96.23 | 3.77 | 3.92 |

## 2024-25 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 239 | 231 | 96.65 | 3.35 | 22.51 |
| **Female** | 112 | 109 | 97.32 | 2.68 | 16.51 |
| **Male** | 127 | 122 | 96.06 | 3.94 | 27.87 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | 0 | 0 | 0 | 0 | 0 |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 238 | 230 | 96.64 | 3.36 | 22.61 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | 0 | 0 | 0 | 0 | 0 |
| **White** | 0 | 0 | 0 | 0 | 0 |
| **English Learners** | 139 | 134 | 96.40 | 3.60 | 8.21 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 53 | 52 | 98.11 | 1.89 | 19.23 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 221 | 214 | 96.83 | 3.17 | 21.50 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 53 | 51 | 96.23 | 3.77 | 3.92 |

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA for Science. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA for Science divided by the total number of students who participated in a science assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **Science** (grades 5, 8 and high school) | 21.52 | 26.76 | 16.23 | 18.14 | 30.73 | 32.33 |

## 2024-25 CAASPP Test Results in Science by Student Group

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

| Student Group | Total Enrollment | Number Tested | Percent Tested | Percent Not Tested | Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 74 | 71 | 95.95 | 4.05 | 26.76 |
| **Female** | 22 | 20 | 90.91 | 9.09 | 25.00 |
| **Male** | 52 | 51 | 98.08 | 1.92 | 27.45 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | 0 | 0 | 0 | 0 | 0 |
| **Filipino** | 0 | 0 | 0 | 0 | 0 |
| **Hispanic or Latino** | 74 | 71 | 95.95 | 4.05 | 26.76 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | 0 | 0 | 0 | 0 | 0 |
| **White** | 0 | 0 | 0 | 0 | 0 |
| **English Learners** | 34 | 32 | 94.12 | 5.88 | 12.50 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 16 | 15 | 93.75 | 6.25 | 40.00 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 70 | 67 | 95.71 | 4.29 | 28.36 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 13 | 12 | 92.31 | 7.69 | 0.00 |

# B. Pupil Outcomes

## State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

## 2024-25 California Physical Fitness Test Participation Rates

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT requires only participation results for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

| Grade Level | Component 1: Aerobic Capacity | Component 2: Abdominal Strength and Endurance | Component 3: Trunk Extensor and Strength and Flexibility | Component 4: Upper Body Strength and Endurance | Component 5: Flexibility |
|---|---|---|---|---|---|
| **Grade 5** | 96% | 95% | 96% | 95% | 96% |

## C. Engagement

## State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

### 2025-26 Opportunities for Parental Involvement

Parents are encouraged to volunteer at the school and participate in the School Site Council, English Language Advisory Council, and PTA.

The Harrington SSC is comprised of highly dedicated parents and staff. We collaborate on school business, and constantly review and update our School Plan for Student Achievement, ensuring that the best possible program is offered to our students. Our ELAC is very active in learning about language acquisition and literacy support. A group of 20-30 parents attends our monthly meetings, which include training on various topics to equip them to be effective partners in their children's education. The Harrington PTA is an active organization at our school, hosting fundraisers and monthly meetings, while also providing volunteers to support various grade-level activities and field trips. Our PTA is very supportive of enrichment activities in and out of the classroom.

This year's school plan includes increasing the number and variety of parent workshops on topics such as health, nutrition, social development, mental health, behavioral supports, academic proficiency, and literacy support. The principal sends text messages and voice messages to parents regarding important information to increase parent communication.

Our PTA works collaboratively with our school to encourage parent participation in after-school events, as well as at our student recognition ceremonies. This year, we will continue our awards program, with more students receiving awards every trimester. We believe celebrating student achievement is a great way to encourage parents to become involved in their child's educational journey.

## 2024-25 Chronic Absenteeism by Student Group

| Student Group | Cumulative Enrollment | Chronic Absenteeism Eligible Enrollment | Chronic Absenteeism Count | Chronic Absenteeism Rate |
|---|---|---|---|---|
| **All Students** | 539 | 529 | 122 | 23.1 |
| **Female** | 263 | 257 | 60 | 23.3 |
| **Male** | 276 | 272 | 62 | 22.8 |
| **Non-Binary** | -- | -- | -- | -- |
| **American Indian or Alaska Native** | -- | -- | -- | -- |
| **Asian** | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- |
| **Hispanic or Latino** | 535 | 525 | 121 | 23.0 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- |
| **White** | -- | -- | -- | -- |
| **English Learners** | 359 | 350 | 70 | 20.0 |
| **Foster Youth** | -- | -- | -- | -- |
| **Homeless** | 130 | 127 | 30 | 23.6 |
| **Socioeconomically Disadvantaged** | 495 | 488 | 117 | 24.0 |
| **Students Receiving Migrant Education Services** | 24 | 22 | 3 | 13.6 |
| **Students with Disabilities** | 126 | 126 | 45 | 35.7 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

# C. Engagement

## State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

## Suspensions and Expulsions

This table displays suspensions data.

| Suspensions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 1.23 | 1.51 | 0.56 | 4.91 | 3.34 | 2.35 | 3.6 | 3.28 | 2.94 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

This table displays expulsions data.

| Expulsions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 0 | 0 | 0 | 0.02 | 0.03 | 0.01 | 0.08 | 0.07 | 0.06 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2024-25 Suspensions and Expulsions by Student Group

| Student Group | Suspensions Rate | Expulsions Rate |
|---|---|---|
| **All Students** | 0.56 | 0.00 |
| **Female** | 0.38 | 0.00 |
| **Male** | 0.72 | 0.00 |
| **Non-Binary** | 0.00 | 0.00 |
| **American Indian or Alaska Native** | 0.00 | 0.00 |
| **Asian** | 0.00 | 0.00 |
| **Black or African American** | 0.00 | 0.00 |
| **Filipino** | 0.00 | 0.00 |
| **Hispanic or Latino** | 0.56 | 0.00 |
| **Native Hawaiian or Pacific Islander** | 0.00 | 0.00 |
| **Two or More Races** | 0.00 | 0.00 |
| **White** | 0.00 | 0.00 |
| **English Learners** | 0.84 | 0.00 |
| **Foster Youth** | 0.00 | 0.00 |
| **Homeless** | 0.00 | 0.00 |
| **Socioeconomically Disadvantaged** | 0.61 | 0.00 |
| **Students Receiving Migrant Education Services** | 0.00 | 0.00 |
| **Students with Disabilities** | 1.59 | 0.00 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2025-26 School Safety Plan

The safety of students and staff is a priority at Harrington School. All visitors to the campus must sign in at the office and wear a visitor's pass at all times. Supervision is provided to ensure the safety of each student before school, during breaks, at lunch, and after school. Supervision is a responsibility shared among campus assistants, teachers, and the principal.

To safeguard the well-being of students and staff, a Comprehensive School Safety Plan has been developed by the PBIS/Safety Committee. The Safety Plan is updated annually in the fall, and all revisions and updates are reviewed with the staff. Key elements of the Safety Plan focus on the visitor policy and emergency and evacuation procedures. A review of school safety is a regular item on our staff meeting agenda.

The school is in compliance with all applicable laws, rules, and regulations regarding hazardous materials and state earthquake standards. Safety drills are held regularly; fire drills are held monthly, earthquake drills are held twice a year, and intruder/secure campus drills are held periodically.

# D. Other SARC Information

## Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

## 2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 21 | 1 | 4 | 0 |
| **1** | 24 | 0 | 3 | 0 |
| **2** | 23 | 0 | 4 | 0 |
| **3** | 25 | 0 | 3 | 0 |
| **4** | 24 | 0 | 3 | 0 |
| **5** | 30 | 0 | 3 | 0 |
| **6** | 0 | 0 | 0 | 0 |
| **Other** | 12 | 3 | 0 | 0 |

## 2023-24 Elementary Average Class Size and Class Size Distribution

This table displays the 2023-24 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 23 | 0 | 3 | 0 |
| **1** | 23 | 0 | 3 | 0 |
| **2** | 24 | 0 | 3 | 0 |
| **3** | 23 | 0 | 4 | 0 |
| **4** | 24 | 0 | 3 | 0 |
| **5** | 21 | 2 | 2 | 0 |
| **6** | 0 | 0 | 0 | 0 |
| **Other** | 11 | 4 | 0 | 0 |

## 2024-25 Elementary Average Class Size and Class Size Distribution

This table displays the 2024-25 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 23 | | 3 | |
| **1** | 23 | | 4 | |
| **2** | 22 | | 3 | |
| **3** | 23 | | 3 | |
| **4** | 29 | | 3 | |
| **5** | 24 | 1 | | 1 |
| **Other** | 11 | 6 | | |

## 2024-25 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

| Title | Ratio |
|---|---|
| **Pupils to Academic Counselor** | 506 |

## 2024-25 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. The "Other" category is for all other student support services staff positions not listed.

| Title | Number of FTE Assigned to School |
|---|---|
| **Counselor (Academic, Social/Behavioral or Career Development)** | 1 |
| **Library Media Teacher (Librarian)** | |
| **Library Media Services Staff (Paraprofessional)** | |
| **Psychologist** | 1.5 |
| **Social Worker** | |
| **Nurse** | |
| **Speech/Language/Hearing Specialist** | 2 |
| **Resource Specialist (non-teaching)** | |
| **Other** | |

## Fiscal Year 2023-24 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2023-24 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

| Level | Total Expenditures Per Pupil | Expenditures Per Pupil (Restricted) | Expenditures Per Pupil (Unrestricted) | Average Teacher Salary |
|---|---|---|---|---|
| **School Site** | $5,897.57 | $161.36 | $5,736.21 | $124,465.11 |
| **District** | N/A | N/A | $5,362.06 | $114,681.45 |
| **Percent Difference - School Site and District** | N/A | N/A | 6.7 | 21.1 |
| **State** | N/A | N/A | $11,146 | $101,700 |
| **Percent Difference - School Site and State** | N/A | N/A | -61.0 | 25.5 |

## Fiscal Year 2024-25 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality
and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

## Fiscal Year 2023-24 Teacher and Administrative Salaries

This table displays the 2023-24 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at http://www.cde.ca.gov/ds/fd/cs/.

| Category | District Amount | State Average for Districts in Same Category |
|---|---|---|
| **Beginning Teacher Salary** | $60,636 | $61,597 |
| **Mid-Range Teacher Salary** | $100,466 | $98,902 |
| **Highest Teacher Salary** | $131,818 | $126,340 |
| **Average Principal Salary (Elementary)** | $140,658 | $158,383 |
| **Average Principal Salary (Middle)** | $155,782 | $165,207 |
| **Average Principal Salary (High)** | | $162,237 |
| **Superintendent Salary** | $240,000 | $288,332 |
| **Percent of Budget for Teacher Salaries** | 27.88% | 31.29% |
| **Percent of Budget for Administrative Salaries** | 3.85% | 5.38% |

## Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past several school years (2021-22 to present), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. Some of the days occur before the start of school year and some occur during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

| Subject | 2023-24 | 2024-25 | 2025-26 |
|---|---|---|---|
| **Number of school days dedicated to Staff Development and Continuous Improvement** | 2 | 2 | 2 |

# Kamala School

## 2024-2025 School Accountability Report Card
## (Published During the 2025-2026 School Year)

## General Information about the School Accountability Report Card (SARC)

### SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

### DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

### California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

### Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## 2025-26 School Contact Information

| | |
|---|---|
| **School Name** | Kamala School |
| **Street** | 634 West Kamala Street |
| **City, State, Zip** | Oxnard, CA 93033 |
| **Phone Number** | (805) 385-1548 |
| **Principal** | Brian Blevins |
| **Email Address** | bblevins@oxnardsd.org |
| **School Website** | https://www.oxnardsd.org/KamalaElementary |
| **Grade Span** | K-8 |
| **County-District-School (CDS) Code** | 56725386055339 |

## 2025-26 District Contact Information

| | |
|---|---|
| **District Name** | Oxnard School District |
| **Phone Number** | (805) 385-1501 |
| **Superintendent** | Dr. Ana DeGenna |
| **Email Address** | adegenna@oxnardsd.org |
| **District Website** | http://www.oxnardsd.org |

## 2025-26 School Description and Mission Statement

The goal of Kamala School is to provide each student with a challenging and rigorous curriculum. We believe every child can achieve academic success. To this end, every child will be provided with quality instructional experiences that recognize, support, and maintain high expectations for all students. We use assessment results, teacher observations, and other data to inform and refine our instruction, ensuring that all students are successful. We believe providing high-quality primary instruction is the best way to support student success. Our staff continues to implement curriculum based on the Common Core State Standards in Language Arts, English Language Development, and Mathematics. Kamala is a Biliteracy school with a focus on art and technology. The goal of the program is for every participating student to become bilingual and biliterate in Spanish and English by 8th grade.

We believe that meeting the social-emotional needs of students is essential to ensuring academic success. To this end, we have an outreach coordinator and two counselors. These team members support us in our efforts to meet the needs of all our students and provide families with the necessary assistance in all areas. As principal, I would like to extend a warm welcome to all parents to join with our staff in supporting Kamala School's vision and mission. Whether in a formal capacity, such as joining our School Site Council, English Learner Advisory Committee, or PTA, or simply by supporting their child with their work, parents play a significant role in their child's success. It will take the efforts of all of us to provide a strong instructional program and ensure all our students achieve their full potential.

Vision…Our vision is to empower students to persevere in becoming critical thinkers and positive leaders.

Mission…Our mission is to provide a nurturing and rigorous academic environment that promotes character development, cultivates resilience, and fosters a passion for learning.

## About this School

### 2024-25 Student Enrollment by Grade Level

| Grade Level | Number of Students |
|---|---|
| **Kindergarten** | 69 |
| **Grade 1** | 69 |
| **Grade 2** | 95 |
| **Grade 3** | 93 |
| **Grade 4** | 83 |
| **Grade 5** | 93 |
| **Grade 6** | 116 |
| **Grade 7** | 116 |
| **Grade 8** | 108 |
| **Total Enrollment** | 842 |

### 2024-25 Student Enrollment by Student Group

| Student Group | Percent of Total Enrollment |
|---|---|
| **Female** | 48.6 |
| **Male** | 51.4 |
| **American Indian or Alaska Native** | 0.1 |
| **Asian** | 0.1 |
| **Hispanic or Latino** | 98.3 |
| **Two or More Races** | 0.2 |
| **White** | 1.2 |
| **English Learners** | 67.1 |
| **Homeless** | 29 |
| **Migrant** | 4.2 |
| **Socioeconomically Disadvantaged** | 96.6 |
| **Students with Disabilities** | 13.8 |

## A. Conditions of Learning

### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

## 2021-22 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 41.3 | 89.91 | 639.4 | 88.51 | 234405.2 | 84 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 7.6 | 1.05 | 4853 | 1.74 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 2.1 | 4.7 | 29.1 | 4.03 | 12001.5 | 4.3 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0.2 | 0.43 | 7.3 | 1.01 | 11953.1 | 4.28 |
| **Unknown/Incomplete/NA** | 2.2 | 4.91 | 38.9 | 5.39 | 15831.9 | 5.67 |
| **Total Teaching Positions** | 46 | 100 | 722.4 | 100 | 279044.8 | 100 |

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2022-23 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 41.5 | 92.91 | 641.2 | 88.19 | 231142.4 | 83.24 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 5.3 | 0.74 | 5566.4 | 2 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 2 | 4.48 | 34 | 4.68 | 14938.3 | 5.38 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0.3 | 0.74 | 8.1 | 1.12 | 11746.9 | 4.23 |
| **Unknown/Incomplete/NA** | 0.8 | 1.86 | 38.3 | 5.28 | 14303.8 | 5.15 |
| **Total Teaching Positions** | 44.6 | 100 | 727.1 | 100 | 277698 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2023-24 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 40.6 | 92.01 | 608.8 | 86.98 | 230039.4 | 100 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 2.7 | 0.39 | 6213.8 | 2.23 |
| **Teachers Without Credentials and Misassignments ("ineffective" under ESSA)** | 0 | 0 | 33.6 | 4.81 | 16855 | 6.04 |
| **Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)** | 1.3 | 3.01 | 9.5 | 1.37 | 12112.8 | 4.34 |
| **Unknown/Incomplete/NA** | 2.2 | 4.98 | 45.1 | 6.44 | 13705.8 | 4.91 |
| **Total Teaching Positions** | 44.1 | 100 | 700 | 100 | 278927.1 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

| Authorization/Assignment | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Permits and Waivers** | 1.00 | 0 | 0 |
| **Misassignments** | 1.10 | 2 | 0 |
| **Vacant Positions** | 0.00 | 0 | 0 |
| **Total Teachers Without Credentials and Misassignments** | 2.10 | 2 | 0 |

## Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Credentialed Teachers Authorized on a Permit or Waiver** | 0.20 | 0.1 | 1.3 |
| **Local Assignment Options** | 0.00 | 0.1 | 0 |
| **Total Out-of-Field Teachers** | 0.20 | 0.3 | 1.3 |

## Class Assignments

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Misassignments for English Learners** (a percentage of all the classes with English learners taught by teachers that are misassigned) | 5.6 | 12.1 | 0 |
| **No credential, permit or authorization to teach** (a percentage of all the classes taught by teachers with no record of an authorization to teach) | 0 | 3.3 | 0 |

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

## 2025-26 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 15, 2025 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

| | |
|---|---|
| **Year and month in which the data were collected** | October 2025 |

| Subject | List of Textbooks and Other Instructional Materials / Indicate if from Most Recent Adoption / Year of Adoption | Percent Students Lacking Own Assigned Copy |
|---|---|---|
| **Reading/Language Arts** | McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016<br>McGraw-Hill, Study Sync Curriculum for ELA/ELD for grades 6-8, adopted 2017<br>Houghton Mifflin/Harcourt, English 3D for ELD for grades 6-8,adopted 2015 | 0 |
| **Mathematics** | McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015<br>Pearson, Connected Math 3 Curriculum for grades 6-8, adopted 2015 | 0 |
| **Science** | Imagine Learning, Twig Science for grades K-5, adopted 2022<br>McGraw-Hill, Inspire for grades 6-8, adopted 2020 | 0 |
| **History-Social Science** | Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023<br>Cengage, National Geographic Learning for grades 6-8, adopted 2019 | 0 |

Note: Cells with N/A values do not require data.

## School Facility Conditions and Planned Improvements

Kamala School, originally constructed in 1952, is currently comprised of 35 classrooms, a cafeteria, a library, two computer labs, a staff lounge, one RSP and Speech room, one support room, and two playgrounds. A two-story building to house

## School Facility Conditions and Planned Improvements

students was completed in November 2008. This building houses 20 classrooms, 3 science labs, a common room, a counselor's office, a speech room, and 2 RSP rooms. The most recent inspections resulted in an overall “Exemplary” rating.

| Year and month of the most recent FIT report | 7/10/2025 |
|---|---|

| System Inspected | Rate Good | Rate Fair | Rate Poor | Repair Needed and Action Taken or Planned |
|---|---|---|---|---|
| **Systems:** Gas Leaks, Mechanical/HVAC, Sewer | X | | | |
| **Interior:** Interior Surfaces | X | | | Room # 206: Patch and paint wall by window. |
| **Cleanliness:** Overall Cleanliness, Pest/Vermin Infestation | X | | | |
| **Electrical** | X | | | Room # 305: 1 light cover missing |
| **Restrooms/Fountains:** Restrooms, Sinks/ Fountains | X | | | |
| **Safety:** Fire Safety, Hazardous Materials | X | | | |
| **Structural:** Structural Damage, Roofs | X | | | |
| **External:** Playground/School Grounds, Windows/ Doors/Gates/Fences | X | | | Room # 202: Missing door handle.<br>Room # 404: Missing blinds. |

## Overall Facility Rate

| Exemplary | Good | Fair | Poor |
|---|---|---|---|
| X | | | |

## B. Pupil Outcomes

## State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

**Statewide Assessments**
(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

**College and Career Ready**
The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

### Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

ELA and mathematics test results include the Smarter Balanced Summative Assessments and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **English Language Arts/Literacy** (grades 3-8 and 11) | 28 | 35 | 30 | 33 | 47 | 48 |
| **Mathematics** (grades 3-8 and 11) | 17 | 16 | 20 | 22 | 35 | 37 |

### 2024-25 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus

the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 605 | 599 | 99.01 | 0.99 | 34.89 |
| **Female** | 296 | 294 | 99.32 | 0.68 | 38.44 |
| **Male** | 309 | 305 | 98.71 | 1.29 | 31.48 |
| **American Indian or Alaska Native** | -- | -- | -- | -- | -- |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | 0 | 0 | 0 | 0 | 0 |
| **Filipino** | 0 | 0 | 0 | 0 | 0 |
| **Hispanic or Latino** | 592 | 588 | 99.32 | 0.68 | 34.35 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | -- | -- | -- | -- | -- |
| **English Learners** | 335 | 331 | 98.81 | 1.19 | 15.71 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 174 | 171 | 98.28 | 1.72 | 26.32 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 584 | 580 | 99.32 | 0.68 | 33.62 |
| **Students Receiving Migrant Education Services** | 24 | 24 | 100.00 | 0.00 | 16.67 |
| **Students with Disabilities** | 93 | 92 | 98.92 | 1.08 | 4.35 |

## 2024-25 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 605 | 601 | 99.34 | 0.66 | 16.14 |
| **Female** | 296 | 294 | 99.32 | 0.68 | 14.63 |
| **Male** | 309 | 307 | 99.35 | 0.65 | 17.59 |
| **American Indian or Alaska Native** | -- | -- | -- | -- | -- |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | 0 | 0 | 0 | 0 | 0 |
| **Filipino** | 0 | 0 | 0 | 0 | 0 |
| **Hispanic or Latino** | 592 | 588 | 99.32 | 0.68 | 16.16 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | -- | -- | -- | -- | -- |
| **English Learners** | 335 | 333 | 99.40 | 0.60 | 8.41 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 174 | 172 | 98.85 | 1.15 | 12.21 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 584 | 580 | 99.32 | 0.68 | 15.34 |
| **Students Receiving Migrant Education Services** | 24 | 24 | 100.00 | 0.00 | 8.33 |
| **Students with Disabilities** | 93 | 92 | 98.92 | 1.08 | 1.09 |

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA for Science. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA for Science divided by the total number of students who participated in a science assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **Science** (grades 5, 8 and high school) | 13.64 | 14.87 | 16.23 | 18.14 | 30.73 | 32.33 |

## 2024-25 CAASPP Test Results in Science by Student Group

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

| Student Group | Total Enrollment | Number Tested | Percent Tested | Percent Not Tested | Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 199 | 195 | 97.99 | 2.01 | 14.87 |
| **Female** | 104 | 103 | 99.04 | 0.96 | 13.59 |
| **Male** | 95 | 92 | 96.84 | 3.16 | 16.30 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | 0 | 0 | 0 | 0 | 0 |
| **Filipino** | 0 | 0 | 0 | 0 | 0 |
| **Hispanic or Latino** | 189 | 185 | 97.88 | 2.12 | 14.05 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | -- | -- | -- | -- | -- |
| **English Learners** | 90 | 89 | 98.89 | 1.11 | 3.37 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 55 | 54 | 98.18 | 1.82 | 7.41 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 188 | 184 | 97.87 | 2.13 | 13.59 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 36 | 36 | 100.00 | 0.00 | 2.78 |

## B. Pupil Outcomes

## State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

### 2024-25 California Physical Fitness Test Participation Rates

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT requires only participation results for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

| Grade Level | Component 1: Aerobic Capacity | Component 2: Abdominal Strength and Endurance | Component 3: Trunk Extensor and Strength and Flexibility | Component 4: Upper Body Strength and Endurance | Component 5: Flexibility |
|---|---|---|---|---|---|
| **Grade 5** | 100% | 100% | 100% | 100% | 100% |
| **Grade 7** | 100% | 100% | 100% | 100% | 100% |

## C. Engagement

## State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

### 2025-26 Opportunities for Parental Involvement

Kamala School believes that "it takes a village to raise a child," and we make every effort to invite parents into school, as well as have staff venture out into the community:

Parent involvement within the school:

- Parent Teacher Association (PTA). The PTA works with the community and leads school fundraisers, events, and field trips.
- Parents are very active in school committees such as the School Site Council and the English Learner Advisory Committee. We invite parents to join us at Coffee with Us/Café con nosotros meetings, where school staff and community members provide information on various topics.
- Parents are also invited to participate in parent workshops with our social worker, Disciplina Positiva, Family Literacy Nights, Math Nights, Back to School Night, Open House, and art shows.
- Parents are also encouraged to volunteer at the school. Please let your child's teacher know if you are interested in becoming a chaperone for a field trip or assisting in the classroom. Please contact the school office at (805) 385-1548 with any questions regarding opportunities for involvement within the school.

Kamala's efforts outside the school:

- First Day of School Staff Parade occurs around the community in order to create excitement among students and families for the school year.

While formal opportunities for involvement, such as those described above, are always encouraged, all parents can support the mission and vision of our school by encouraging their child's participation at home. Ensuring that students read each night, utilize educational apps such as Lexia and ST Math, and discuss with them what they are learning in school is an important part of parental involvement in the school.

## 2024-25 Chronic Absenteeism by Student Group

| Student Group | Cumulative Enrollment | Chronic Absenteeism Eligible Enrollment | Chronic Absenteeism Count | Chronic Absenteeism Rate |
|---|---|---|---|---|
| **All Students** | 864 | 850 | 148 | 17.4 |
| **Female** | 417 | 410 | 61 | 14.9 |
| **Male** | 447 | 440 | 87 | 19.8 |
| **Non-Binary** | -- | -- | -- | -- |
| **American Indian or Alaska Native** | -- | -- | -- | -- |
| **Asian** | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- |
| **Hispanic or Latino** | 850 | 836 | 147 | 17.6 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- |
| **White** | -- | -- | -- | -- |
| **English Learners** | 602 | 591 | 100 | 16.9 |
| **Foster Youth** | -- | -- | -- | -- |
| **Homeless** | 256 | 250 | 37 | 14.8 |
| **Socioeconomically Disadvantaged** | 835 | 823 | 145 | 17.6 |
| **Students Receiving Migrant Education Services** | 49 | 49 | 7 | 14.3 |
| **Students with Disabilities** | 132 | 131 | 27 | 20.6 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## C. Engagement

### State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

## Suspensions and Expulsions

This table displays suspensions data.

| Suspensions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 5.94 | 2.52 | 1.85 | 4.91 | 3.34 | 2.35 | 3.6 | 3.28 | 2.94 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

This table displays expulsions data.

| Expulsions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 0.1 | 0 | 0 | 0.02 | 0.03 | 0.01 | 0.08 | 0.07 | 0.06 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2024-25 Suspensions and Expulsions by Student Group

| Student Group | Suspensions Rate | Expulsions Rate |
|---|---|---|
| **All Students** | 1.85 | 0.00 |
| **Female** | 2.40 | 0.00 |
| **Male** | 1.34 | 0.00 |
| **Non-Binary** | 0.00 | 0.00 |
| **American Indian or Alaska Native** | 0.00 | 0.00 |
| **Asian** | 0.00 | 0.00 |
| **Black or African American** | 0.00 | 0.00 |
| **Filipino** | 0.00 | 0.00 |
| **Hispanic or Latino** | 1.88 | 0.00 |
| **Native Hawaiian or Pacific Islander** | 0.00 | 0.00 |
| **Two or More Races** | 0.00 | 0.00 |
| **White** | 0.00 | 0.00 |
| **English Learners** | 1.83 | 0.00 |
| **Foster Youth** | 0.00 | 0.00 |
| **Homeless** | 1.56 | 0.00 |
| **Socioeconomically Disadvantaged** | 1.92 | 0.00 |
| **Students Receiving Migrant Education Services** | 2.04 | 0.00 |
| **Students with Disabilities** | 3.03 | 0.00 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2025-26 School Safety Plan

The safety of students and staff is a priority at Kamala School. Supervision is provided to ensure the safety of each student before school, between classes, during breaks, at lunch, and after school. All visitors to the campus must sign in at the office and wear a visitor's pass at all times. Supervision is a responsibility shared among campus supervisors, teachers, and administrators. Additionally, we partner with School Resource Officers to ensure the safety of all students.

To safeguard the well-being of students and staff, the Safety Committee has developed a Comprehensive School Site Safety Plan. The Safety Plan is updated annually in the winter. All revisions and updates are reviewed immediately with the staff. Key elements of the Safety Plan focus on the visitor policy, emergency plans and materials, and evacuation procedures. The Safety Plan is approved annually by the Oxnard School District Board of Education

The school is in compliance with all applicable laws, rules, and regulations related to hazardous materials and state earthquake standards. Safety drills are conducted monthly and rotate among fire drills, earthquake drills, and lockdown drills.

# D. Other SARC Information

## Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

## 2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 23 | 0 | 4 | 0 |
| **1** | 23 | 0 | 4 | 0 |
| **2** | 23 | 0 | 4 | 0 |
| **3** | 24 | 0 | 4 | 0 |
| **4** | 27 | 1 | 3 | 0 |
| **5** | 25 | 1 | 3 | 0 |
| **6** | 21 | 17 | 19 | 0 |
| **Other** | 0 | 0 | 0 | 0 |

## 2023-24 Elementary Average Class Size and Class Size Distribution

This table displays the 2023-24 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 23 | 0 | 3 | 0 |
| **1** | 24 | 0 | 4 | 0 |
| **2** | 24 | 0 | 4 | 0 |
| **3** | 22 | 1 | 3 | 0 |
| **4** | 32 | 0 | 2 | 0 |
| **5** | 22 | 1 | 4 | 0 |
| **6** | 25 | 5 | 24 | 2 |
| **Other** | 21 | 1 | 1 | 0 |

## 2024-25 Elementary Average Class Size and Class Size Distribution

This table displays the 2024-25 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 23 | | 3 | |
| **1** | 23 | | 3 | |
| **2** | 24 | | 4 | |
| **3** | 23 | | 4 | |
| **4** | 28 | | 3 | |
| **5** | 25 | 1 | 3 | |
| **6** | 26 | 4 | 21 | 5 |
| **Other** | 15 | 2 | 1 | |

## 2024-25 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

| Title | Ratio |
|---|---|
| **Pupils to Academic Counselor** | 678.46 |

## 2024-25 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. The "Other" category is for all other student support services staff positions not listed.

| Title | Number of FTE Assigned to School |
|---|---|
| **Counselor (Academic, Social/Behavioral or Career Development)** | 1.3 |
| **Library Media Teacher (Librarian)** | |
| **Library Media Services Staff (Paraprofessional)** | |
| **Psychologist** | 1.5 |
| **Social Worker** | |
| **Nurse** | |
| **Speech/Language/Hearing Specialist** | 2 |
| **Resource Specialist (non-teaching)** | |
| **Other** | |

## Fiscal Year 2023-24 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2023-24 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

| Level | Total Expenditures Per Pupil | Expenditures Per Pupil (Restricted) | Expenditures Per Pupil (Unrestricted) | Average Teacher Salary |
|---|---|---|---|---|
| **School Site** | $4,996.52 | 58.79 | $4,849.07 | $100,339.61 |
| **District** | N/A | N/A | $5,362.06 | $114,681.45 |
| **Percent Difference - School Site and District** | N/A | N/A | -10.0 | -0.4 |
| **State** | N/A | N/A | $11,146 | $101,700 |
| **Percent Difference - School Site and State** | N/A | N/A | -75.8 | 4.1 |

## Fiscal Year 2024-25 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality
and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

## Fiscal Year 2023-24 Teacher and Administrative Salaries

This table displays the 2023-24 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at http://www.cde.ca.gov/ds/fd/cs/.

| Category | District Amount | State Average for Districts in Same Category |
|---|---|---|
| **Beginning Teacher Salary** | $60,636 | $61,597 |
| **Mid-Range Teacher Salary** | $100,466 | $98,902 |
| **Highest Teacher Salary** | $131,818 | $126,340 |
| **Average Principal Salary (Elementary)** | $140,658 | $158,383 |
| **Average Principal Salary (Middle)** | $155,782 | $165,207 |
| **Average Principal Salary (High)** | | $162,237 |
| **Superintendent Salary** | $240,000 | $288,332 |
| **Percent of Budget for Teacher Salaries** | 27.88% | 31.29% |
| **Percent of Budget for Administrative Salaries** | 3.85% | 5.38% |

## Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past several school years (2021-22 to present), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. Some of the days occur before the start of school year and some occur during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

| Subject | 2023-24 | 2024-25 | 2025-26 |
|---|---|---|---|
| **Number of school days dedicated to Staff Development and Continuous Improvement** | 2 | 2 | 2 |

# Lemonwood TK-8 School

## 2024-2025 School Accountability Report Card
## (Published During the 2025-2026 School Year)

## General Information about the School Accountability Report Card (SARC)

### SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

### DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

### California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

### Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## 2025-26 School Contact Information

| | |
|---|---|
| **School Name** | Lemonwood TK-8 School |
| **Street** | 2001 San Mateo Place |
| **City, State, Zip** | Oxnard, CA 93033 |
| **Phone Number** | (805) 385-1551 |
| **Principal** | Carlos Valdovinos |
| **Email Address** | cvaldovinos@oxnardsd.org |
| **School Website** | www.oxnardsd.org/lemonwood |
| **Grade Span** | TK-8 |
| **County-District-School (CDS) Code** | 56725386100333 |

## 2025-26 District Contact Information

| | |
|---|---|
| **District Name** | Oxnard School District |
| **Phone Number** | (805) 385-1501 |
| **Superintendent** | Dr. Ana DeGenna |
| **Email Address** | adegenna@oxnardsd.org |
| **District Website** | http://www.oxnardsd.org |

## 2025-26 School Description and Mission Statement

Vision: We strive to educate, inspire and empower each student through communication, arts, and technology to become successful and productive citizens in a culturally diverse 21st century.
Mission: “Learners Today. Leaders Tomorrow.”

Lemonwood School works together for the entire Lemonwood Community. Here at Lemonwood, we model resilience and grit while emphasizing high-level learning, providing students with the academic and social-emotional support they need to master grade-level content and maintain excellent attendance and conduct as they prepare for their next steps toward college or a career. We have very high expectations for all students and rely on community partnerships to help us continue building a positive school culture. Parents are always welcome to visit our campus to gather information and request assistance. We look forward to many opportunities to collaborate with our families to ensure the overall success of our students. Additionally, we have many opportunities for parents to volunteer and become more involved here at Lemonwood. We invite families to join us at Coffee with the Principal, School Site Council, or ELAC. We need and value support and input.

## About this School

### 2024-25 Student Enrollment by Grade Level

| Grade Level | Number of Students |
|---|---|
| **Kindergarten** | 116 |
| **Grade 1** | 64 |
| **Grade 2** | 68 |
| **Grade 3** | 78 |
| **Grade 4** | 95 |
| **Grade 5** | 104 |
| **Grade 6** | 81 |
| **Grade 7** | 106 |
| **Grade 8** | 96 |
| **Total Enrollment** | 808 |

### 2024-25 Student Enrollment by Student Group

| Student Group | Percent of Total Enrollment |
|---|---|
| **Female** | 49.9 |
| **Male** | 50.1 |
| **Asian** | 0.1 |
| **Black or African American** | 0.1 |
| **Filipino** | 1.1 |
| **Hispanic or Latino** | 96.5 |
| **Native Hawaiian or Pacific Islander** | 0.1 |
| **White** | 2 |
| **English Learners** | 56.9 |
| **Homeless** | 25.1 |
| **Migrant** | 6.1 |
| **Socioeconomically Disadvantaged** | 93.2 |
| **Students with Disabilities** | 12.6 |

## A. Conditions of Learning

### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

## 2021-22 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 39.6 | 92.16 | 639.4 | 88.51 | 234405.2 | 84 |
| **Intern Credential Holders Properly Assigned** | 0.5 | 1.16 | 7.6 | 1.05 | 4853 | 1.74 |
| **Teachers Without Credentials and Misassignments ("ineffective" under ESSA)** | 0.5 | 1.16 | 29.1 | 4.03 | 12001.5 | 4.3 |
| **Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)** | 0.6 | 1.53 | 7.3 | 1.01 | 11953.1 | 4.28 |
| **Unknown/Incomplete/NA** | 1.7 | 3.95 | 38.9 | 5.39 | 15831.9 | 5.67 |
| **Total Teaching Positions** | 43 | 100 | 722.4 | 100 | 279044.8 | 100 |

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2022-23 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 38.9 | 85.12 | 641.2 | 88.19 | 231142.4 | 83.24 |
| **Intern Credential Holders Properly Assigned** | 1.1 | 2.47 | 5.3 | 0.74 | 5566.4 | 2 |
| **Teachers Without Credentials and Misassignments ("ineffective" under ESSA)** | 4.1 | 9.1 | 34 | 4.68 | 14938.3 | 5.38 |
| **Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)** | 1 | 2.19 | 8.1 | 1.12 | 11746.9 | 4.23 |
| **Unknown/Incomplete/NA** | 0.5 | 1.09 | 38.3 | 5.28 | 14303.8 | 5.15 |
| **Total Teaching Positions** | 45.7 | 100 | 727.1 | 100 | 277698 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2023-24 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 38.4 | 86 | 608.8 | 86.98 | 230039.4 | 100 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 2.7 | 0.39 | 6213.8 | 2.23 |
| **Teachers Without Credentials and Misassignments ("ineffective" under ESSA)** | 3.5 | 7.83 | 33.6 | 4.81 | 16855 | 6.04 |
| **Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)** | 2 | 4.47 | 9.5 | 1.37 | 12112.8 | 4.34 |
| **Unknown/Incomplete/NA** | 0.7 | 1.7 | 45.1 | 6.44 | 13705.8 | 4.91 |
| **Total Teaching Positions** | 44.7 | 100 | 700 | 100 | 278927.1 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

| Authorization/Assignment | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Permits and Waivers** | 0.50 | 4 | 3 |
| **Misassignments** | 0.00 | 0.1 | 0.5 |
| **Vacant Positions** | 0.00 | 0 | 0 |
| **Total Teachers Without Credentials and Misassignments** | 0.50 | 4.1 | 3.5 |

## Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Credentialed Teachers Authorized on a Permit or Waiver** | 0.00 | 1 | 2 |
| **Local Assignment Options** | 0.60 | 0 | 0 |
| **Total Out-of-Field Teachers** | 0.60 | 1 | 2 |

## Class Assignments

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Misassignments for English Learners** (a percentage of all the classes with English learners taught by teachers that are misassigned) | 0 | 0 | 0 |
| **No credential, permit or authorization to teach** (a percentage of all the classes taught by teachers with no record of an authorization to teach) | 0 | 0 | 0 |

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

## 2025-26 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 15, 2025 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

| | |
|---|---|
| **Year and month in which the data were collected** | October 2025 |

| Subject | List of Textbooks and Other Instructional Materials / Indicate if from Most Recent Adoption / Year of Adoption | Percent Students Lacking Own Assigned Copy |
|---|---|---|
| **Reading/Language Arts** | McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016<br>McGraw-Hill, Study Sync Curriculum for ELA/ELD for grades 6-8, adopted 2017<br>Houghton Mifflin/Harcourt, English 3D for ELD for grades 6-8,adopted 2015 | 0 |
| **Mathematics** | McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015<br>Pearson, Connected Math 3 Curriculum for grades 6-8, adopted 2015 | 0 |
| **Science** | Imagine Learning, Twig Science for grades K-5, adopted 2022<br>McGraw-Hill, Inspire for grades 6-8, adopted 2020 | 0 |
| **History-Social Science** | Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023<br>Cengage, National Geographic Learning for grades 6-8, adopted 2019 | 0 |

Note: Cells with N/A values do not require data.

## School Facility Conditions and Planned Improvements

Lemonwood School was completed in the fall of 2018 and is currently comprised of 44 classrooms, an RSP room, a cafeteria, a library, two computer labs, a staff lounge, a speech room, and two playgrounds. The most recent inspections resulted in an overall “Good” rating.

## School Facility Conditions and Planned Improvements

| Year and month of the most recent FIT report | 7/15/2025 |
|---|---|

| System Inspected | Rate Good | Rate Fair | Rate Poor | Repair Needed and Action Taken or Planned |
|---|---|---|---|---|
| **Systems:** Gas Leaks, Mechanical/HVAC, Sewer | X | | | |
| **Interior:** Interior Surfaces | X | | | Classroom # 355: 1 stained ceiling tile.<br>Classroom # 362: Can not control lighting. 3 stained ceiling tiles. |
| **Cleanliness:** Overall Cleanliness, Pest/Vermin Infestation | X | | | |
| **Electrical** | X | | | Classroom # 358: Missing wall plate. |
| **Restrooms/Fountains:** Restrooms, Sinks/ Fountains | | X | | Corner Boys Restroom: Sink has no running water. I stall missing latch.<br>Custodial Room: Faucet leaks when using hot water.<br>Lower 300 Boys Restroom: All ahnd soap dispensers are missing.<br>Multipurpose Room Men R.R.: Toilet flush valve leaks when flushing<br>Upper Boy's Restroom: Door closure arm is missing. 1 sink has no running water. |
| **Safety:** Fire Safety, Hazardous Materials | X | | | |
| **Structural:** Structural Damage, Roofs | X | | | |
| **External:** Playground/School Grounds, Windows/ Doors/Gates/Fences | X | | | Upper Boy's Restroom: Door closure arm is missing. 1 sink has no running water. |

## Overall Facility Rate

| Exemplary | Good | Fair | Poor |
|---|---|---|---|
| | X | | |

## B. Pupil Outcomes

## State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

**Statewide Assessments**
(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

**College and Career Ready**
The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

### Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

ELA and mathematics test results include the Smarter Balanced Summative Assessments and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **English Language Arts/Literacy** (grades 3-8 and 11) | 29 | 31 | 30 | 33 | 47 | 48 |
| **Mathematics** (grades 3-8 and 11) | 18 | 20 | 20 | 22 | 35 | 37 |

### 2024-25 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus

the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 559 | 529 | 94.63 | 5.37 | 30.81 |
| **Female** | 288 | 271 | 94.10 | 5.90 | 31.37 |
| **Male** | 271 | 258 | 95.20 | 4.80 | 30.23 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | -- | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 532 | 505 | 94.92 | 5.08 | 30.69 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | 14 | 14 | 100.00 | 0.00 | 21.43 |
| **English Learners** | 275 | 248 | 90.18 | 9.82 | 12.10 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 149 | 134 | 89.93 | 10.07 | 17.16 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 524 | 496 | 94.66 | 5.34 | 29.23 |
| **Students Receiving Migrant Education Services** | 31 | 28 | 90.32 | 9.68 | 17.86 |
| **Students with Disabilities** | 67 | 65 | 97.01 | 2.99 | 3.08 |

## 2024-25 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 559 | 554 | 99.11 | 0.89 | 19.53 |
| **Female** | 288 | 285 | 98.96 | 1.04 | 15.44 |
| **Male** | 271 | 269 | 99.26 | 0.74 | 23.88 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | -- | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 532 | 527 | 99.06 | 0.94 | 19.01 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | 14 | 14 | 100.00 | 0.00 | 35.71 |
| **English Learners** | 275 | 274 | 99.64 | 0.36 | 10.58 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 149 | 149 | 100.00 | 0.00 | 13.42 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 524 | 519 | 99.05 | 0.95 | 18.92 |
| **Students Receiving Migrant Education Services** | 31 | 31 | 100.00 | 0.00 | 12.90 |
| **Students with Disabilities** | 67 | 65 | 97.01 | 2.99 | 4.62 |

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA for Science. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA for Science divided by the total number of students who participated in a science assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **Science** (grades 5, 8 and high school) | 16.35 | 20.73 | 16.23 | 18.14 | 30.73 | 32.33 |

## 2024-25 CAASPP Test Results in Science by Student Group

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

| Student Group | Total Enrollment | Number Tested | Percent Tested | Percent Not Tested | Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 197 | 193 | 97.97 | 2.03 | 20.73 |
| **Female** | 100 | 97 | 97.00 | 3.00 | 17.53 |
| **Male** | 97 | 96 | 98.97 | 1.03 | 23.96 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 185 | 181 | 97.84 | 2.16 | 21.55 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | -- | -- | -- | -- | -- |
| **English Learners** | 75 | 74 | 98.67 | 1.33 | 2.70 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 54 | 54 | 100.00 | 0.00 | 11.11 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 188 | 184 | 97.87 | 2.13 | 21.20 |
| **Students Receiving Migrant Education Services** | 12 | 12 | 100.00 | 0.00 | 16.67 |
| **Students with Disabilities** | 24 | 23 | 95.83 | 4.17 | 4.35 |

## B. Pupil Outcomes

## State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

### 2024-25 California Physical Fitness Test Participation Rates

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT requires only participation results for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

| Grade Level | Component 1: Aerobic Capacity | Component 2: Abdominal Strength and Endurance | Component 3: Trunk Extensor and Strength and Flexibility | Component 4: Upper Body Strength and Endurance | Component 5: Flexibility |
|---|---|---|---|---|---|
| **Grade 5** | 92% | 92% | 85% | 92% | 90% |
| **Grade 7** | 100% | 100% | 100% | 100% | 99% |

## C. Engagement

## State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

### 2025-26 Opportunities for Parental Involvement

We invite and welcome our parents and educational partners to be part of the Lemonwood TK-8 School community. We know that having educational information empowers families to better support their children to achieve more. We hope to see many families at our regular meetings for School Site Council, English Language Advisory Committee, Title I Meetings, Parent-Teacher Association, as well as family nights and parent workshops.

This year, we are incorporating time for discussion and collaboration during Coffee with the Principal events to explore ways to strengthen our community bond and foster teamwork at Lemonwood. We also encourage families to maintain open communication with their child's teacher(s) and support staff.

We take pleasure in recognizing student growth each trimester during the Growth Parade, and our goal is to host one community event per trimester. We consider families to be the number one advocates for their children, and we invite all families to be part of our team.

We understand that, for various reasons, attending in-person meetings is not always possible; however, we send out surveys multiple times a year for the family perspective.

Lastly, this year, we are looking forward to bringing Academic Achievement Award evenings to our community and celebrating the achievements of our Lemonwood Lions!

## 2024-25 Chronic Absenteeism by Student Group

| Student Group | Cumulative Enrollment | Chronic Absenteeism Eligible Enrollment | Chronic Absenteeism Count | Chronic Absenteeism Rate |
|---|---|---|---|---|
| **All Students** | 845 | 826 | 146 | 17.7 |
| **Female** | 426 | 411 | 70 | 17.0 |
| **Male** | 419 | 415 | 76 | 18.3 |
| **Non-Binary** | -- | -- | -- | -- |
| **American Indian or Alaska Native** | -- | -- | -- | -- |
| **Asian** | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- |
| **Hispanic or Latino** | 815 | 796 | 137 | 17.2 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- |
| **White** | 18 | 18 | 4 | 22.2 |
| **English Learners** | 490 | 477 | 70 | 14.7 |
| **Foster Youth** | -- | -- | -- | -- |
| **Homeless** | 227 | 214 | 36 | 16.8 |
| **Socioeconomically Disadvantaged** | 794 | 776 | 141 | 18.2 |
| **Students Receiving Migrant Education Services** | 55 | 53 | 2 | 3.8 |
| **Students with Disabilities** | 123 | 122 | 29 | 23.8 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

# C. Engagement

## State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

## Suspensions and Expulsions

This table displays suspensions data.

| Suspensions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 3.34 | 4.9 | 3.2 | 4.91 | 3.34 | 2.35 | 3.6 | 3.28 | 2.94 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

This table displays expulsions data.

| Expulsions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 0 | 0 | 0 | 0.02 | 0.03 | 0.01 | 0.08 | 0.07 | 0.06 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2024-25 Suspensions and Expulsions by Student Group

| Student Group | Suspensions Rate | Expulsions Rate |
|---|---|---|
| **All Students** | 3.20 | 0.00 |
| **Female** | 0.70 | 0.00 |
| **Male** | 5.73 | 0.00 |
| **Non-Binary** | 0.00 | 0.00 |
| **American Indian or Alaska Native** | 0.00 | 0.00 |
| **Asian** | 0.00 | 0.00 |
| **Black or African American** | 0.00 | 0.00 |
| **Filipino** | 0.00 | 0.00 |
| **Hispanic or Latino** | 3.19 | 0.00 |
| **Native Hawaiian or Pacific Islander** | 0.00 | 0.00 |
| **Two or More Races** | 0.00 | 0.00 |
| **White** | 0.00 | 0.00 |
| **English Learners** | 2.86 | 0.00 |
| **Foster Youth** | 0.00 | 0.00 |
| **Homeless** | 2.64 | 0.00 |
| **Socioeconomically Disadvantaged** | 3.02 | 0.00 |
| **Students Receiving Migrant Education Services** | 3.64 | 0.00 |
| **Students with Disabilities** | 4.88 | 0.00 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2025-26 School Safety Plan

The safety of students and staff is a priority for Lemonwood TK-8 School's administration and staff. Supervision is provided to ensure the safety of each student before school, during breaks, at lunch, and after school. Supervision is a responsibility shared among campus assistants and all school personnel. To maintain a safe and secure campus, all guests must report to and sign in at the office during school hours. A visitor's pass will be issued upon arrival. Authorized adults picking up students during school hours must present a valid picture ID and be listed on the student's emergency contact card on file with the school.

To safeguard the well-being of students and staff, the Safety Committee has developed a comprehensive School Site Safety Plan. The Safety Plan is updated annually in the fall, and all revisions and updates are reviewed immediately with the staff. School Site Council reviewed and approved this Safety Plan in November 2025. Key elements of the Safety Plan focus on playground supervision, disaster drills, and emergency procedures. The school is in compliance with all applicable laws, rules, and regulations related to hazardous materials and state earthquake standards. Safety drills are held regularly; fire drills are held monthly, and earthquake and lockdown drills are held every trimester.

As part of a positive school climate and culture, every staff member at Lemonwood TK-8 School is trained in the CHAMPS (Communication, Help, Action, Movement, Participation, and Success) model, which enables teachers and all staff to effectively manage student behavior in a proactive, positive, and instructional manner. In addition, staff model and teach our school expectations using the School-wide Positive Behavior Plan, including our ROARS guidelines for success.

# D. Other SARC Information

## Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

## 2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 23 | 0 | 6 | 0 |
| **1** | 24 | 0 | 3 | 0 |
| **2** | 23 | 0 | 4 | 0 |
| **3** | 16 | 2 | 4 | 0 |
| **4** | 15 | 5 | 1 | 0 |
| **5** | 19 | 5 | 0 | 0 |
| **6** | 20 | 18 | 17 | 0 |
| **Other** | 18 | 2 | 0 | 0 |

## 2023-24 Elementary Average Class Size and Class Size Distribution

This table displays the 2023-24 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 24 | 0 | 3 | 0 |
| **1** | 23 | 0 | 3 | 0 |
| **2** | 23 | 0 | 3 | 0 |
| **3** | 15 | 2 | 4 | 0 |
| **4** | 19 | 2 | 3 | 0 |
| **5** | 16 | 4 | 2 | 0 |
| **6** | 21 | 11 | 26 | 0 |
| **Other** | 17 | 1 | 0 | 0 |

## 2024-25 Elementary Average Class Size and Class Size Distribution

This table displays the 2024-25 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 23 | | 3 | |
| **1** | 21 | 1 | 2 | |
| **2** | 23 | | 3 | |
| **3** | 16 | 2 | 3 | |
| **4** | 24 | 1 | 3 | |
| **5** | 16 | 4 | 3 | |
| **6** | 21 | 9 | 14 | 4 |
| **Other** | 7 | 3 | | |

## 2024-25 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

| Title | Ratio |
|---|---|
| **Pupils to Academic Counselor** | 568.67 |

## 2024-25 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. The "Other" category is for all other student support services staff positions not listed.

| Title | Number of FTE Assigned to School |
|---|---|
| **Counselor (Academic, Social/Behavioral or Career Development)** | 1.5 |
| **Library Media Teacher (Librarian)** | |
| **Library Media Services Staff (Paraprofessional)** | |
| **Psychologist** | 2 |
| **Social Worker** | |
| **Nurse** | |
| **Speech/Language/Hearing Specialist** | 1 |
| **Resource Specialist (non-teaching)** | |
| **Other** | |

## Fiscal Year 2023-24 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2023-24 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

| Level | Total Expenditures Per Pupil | Expenditures Per Pupil (Restricted) | Expenditures Per Pupil (Unrestricted) | Average Teacher Salary |
|---|---|---|---|---|
| **School Site** | $5,022.04 | $185.03 | $4,837.01 | $110,670.79 |
| **District** | N/A | N/A | $5,362.06 | $114,681.45 |
| **Percent Difference - School Site and District** | N/A | N/A | -10.3 | 9.4 |
| **State** | N/A | N/A | $11,146 | $101,700 |
| **Percent Difference - School Site and State** | N/A | N/A | -76.0 | 13.9 |

## Fiscal Year 2024-25 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality
and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

## Fiscal Year 2023-24 Teacher and Administrative Salaries

This table displays the 2023-24 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at http://www.cde.ca.gov/ds/fd/cs/.

| Category | District Amount | State Average for Districts in Same Category |
|---|---|---|
| **Beginning Teacher Salary** | $60,636 | $61,597 |
| **Mid-Range Teacher Salary** | $100,466 | $98,902 |
| **Highest Teacher Salary** | $131,818 | $126,340 |
| **Average Principal Salary (Elementary)** | $140,658 | $158,383 |
| **Average Principal Salary (Middle)** | $155,782 | $165,207 |
| **Average Principal Salary (High)** | | $162,237 |
| **Superintendent Salary** | $240,000 | $288,332 |
| **Percent of Budget for Teacher Salaries** | 27.88% | 31.29% |
| **Percent of Budget for Administrative Salaries** | 3.85% | 5.38% |

## Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past several school years (2021-22 to present), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. Some of the days occur before the start of school year and some occur during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

| Subject | 2023-24 | 2024-25 | 2025-26 |
|---|---|---|---|
| **Number of school days dedicated to Staff Development and Continuous Improvement** | 2 | 2 | 2 |

# Dr. Manuel M. Lopez Academy of Arts and Sciences

## 2024-2025 School Accountability Report Card
## (Published During the 2025-2026 School Year)

## General Information about the School Accountability Report Card (SARC)

### SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

### DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

### California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

### Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## 2025-26 School Contact Information

| | |
|---|---|
| **School Name** | Dr. Manuel M. Lopez Academy of Arts and Sciences |
| **Street** | 647 W. Hill Street |
| **City, State, Zip** | Oxnard, CA 93033 |
| **Phone Number** | (805) 385-1545 |
| **Principal** | Mr. Genaro Magana |
| **Email Address** | gmagana@oxnardsd.org |
| **School Website** | www.oxnardsd.org/lopezacademy |
| **Grade Span** | 6-8 |
| **County-District-School (CDS) Code** | 56725386055305 |

## 2025-26 District Contact Information

| | |
|---|---|
| **District Name** | Oxnard School District |
| **Phone Number** | (805) 385-1501 |
| **Superintendent** | Dr. Anabolena DeGenna |
| **Email Address** | adegenna@oxnardsd.org |
| **District Website** | http://www.oxnardsd.org |

## 2025-26 School Description and Mission Statement

Dr. Manuel M. Lopez Academy of Arts and Sciences proudly serves approximately 700 students in grades 6 through 8 as part of the Oxnard School District. Because the district operates an open-enrollment policy, Lopez Academy welcomes a diverse student body from every neighborhood in Oxnard. The school's instructional model, anchored in the integration of the arts and sciences, continues to attract families seeking a rigorous, well-rounded, and engaging education for their children.

Commitment to Diverse Learners
Lopez Academy meets the individual needs of all learners through a wide range of supports and program options. The school provides comprehensive special education programming, including three Mild-to-Moderate Special Day Classes (SDCs), two Moderate-to-Severe SDCs, and a specialized Autism program for students with more intensive needs. Five Resource Specialists deliver Specialized Academic Instruction (SAI) through both co-teaching and pull-out models, promoting access to the general education curriculum for students with IEPs in core academic areas such as Language Arts and Mathematics.

In addition to these services, Lopez Academy offers an Opportunity Class for general education students who require Tier 3 behavioral intervention and support. This structured setting offers targeted social-emotional instruction and adult support to help students develop the self-regulation and academic engagement skills necessary for successful reintegration into mainstream classrooms.

Support for English Learners and Biliteracy
Lopez Academy serves a large population of English Learners and provides Designated English Language Development (ELD) classes focused on language acquisition and academic vocabulary. Integrated ELD strategies are embedded across all content areas to support language development throughout the school day.

The school also offers a growing Dual Language Immersion (DLI) and Biliteracy Pathway that begins in sixth grade. Students in the DLI program receive core instruction in Spanish Language Arts and Social Studies entirely in Spanish. In seventh and eighth grades, students continue on a Spanish elective track that deepens their literacy and cultural knowledge in the partner language. This pathway prepares students for the Seal of Biliteracy Pathway Award by promotion and supports their eventual eligibility for the California State Seal of Biliteracy in high school. The SPSA includes targeted expenditures to support the DLI program through professional development, curriculum development, and community engagement efforts that promote

## 2025-26 School Description and Mission Statement

multilingualism and cultural competency.

Instructional Day & Academic Supports
Students attend 180 instructional days on an eight-period schedule that includes a dedicated advisory period and lunch. Intervention and academic support opportunities are offered before school, during the day, and after school to ensure that all students have access to additional learning time and enrichment opportunities.

Culture, Climate, and Family Partnerships
Lopez Academy fosters creativity, critical thinking, and responsibility in a safe and respectful environment. Signature programs include student-led conferences, 1:1 Chromebook access, student recognition systems, a robust after-school program, and an academy model that weaves arts and sciences throughout the curriculum. Families are essential partners in student success, and the school supports parent engagement through ELAC, School Site Council, PTA, and a variety of workshops and family events throughout the year.

Alignment with District Priorities
The School Plan for Student Achievement (SPSA) is aligned with the Oxnard School District's Local Control and Accountability Plan (LCAP) and the Oxnard Empowers Strategic Plan, guided by the district's mission: Changing the World! In School and Beyond!—and vision—Ignite, Transform, Nurture, Embrace. These are supported by the district's core values: Equity and Excellence, Safe and Affirming Environments, Multilingualism and Global Competence, Achievement and Performance, and Integrity, Respect, and Professional Accountability.

Lopez Academy's School Site Council, composed of equal staff and parent representation, meets consistently throughout the year to monitor SPSA implementation, assess progress toward goals, and make transparent and strategic fiscal decisions, particularly regarding Title I and Title III funding.

The SPSA directly supports the Oxnard School District's five strategic goals:
1. Student Academic Engagement and Achievement
2. A Positive and Safe Learning Environment and School Climate
3. Guidance and Support to Sites
4. Family/Community Alliances for Student Success
5. Transformational Leadership and Infrastructure

Instructional Vision
Lopez Academy's instructional practices are grounded in a districtwide pedagogical framework that centers equity and student empowerment. Teachers are supported in designing learning experiences that:
1. Identify and build upon student strengths
2. Affirm and validate student identities while challenging systems of marginalization
3. Develop powerful, equity-centered relationships
4. Amplify student voice and promote active participation
5. Enrich instruction through multilingual skills and cultural knowledge
6. Make learning relevant by connecting to students' lived experiences
7. Encourage high intellectual performance tied to identity and engagement
8. Address preconditions for learning by creating safe, inclusive, and equitable classrooms

Through these shared principles—and with a commitment to innovation, inclusion, and student voice—Lopez Academy provides an environment where all students are seen, valued, and supported in achieving their full potential. The SPSA is a living document that ensures the school's work is strategically aligned with district priorities, responsive to community feedback, and focused on the academic and social-emotional success of every student.

## About this School

### 2024-25 Student Enrollment by Grade Level

| Grade Level | Number of Students |
|---|---|
| **Grade 6** | 226 |
| **Grade 7** | 245 |
| **Grade 8** | 225 |
| **Total Enrollment** | 696 |

### 2024-25 Student Enrollment by Student Group

| Student Group | Percent of Total Enrollment |
|---|---|
| **Female** | 47.1 |
| **Male** | 52.9 |
| **Filipino** | 0.4 |
| **Hispanic or Latino** | 94.8 |
| **Native Hawaiian or Pacific Islander** | 0.3 |
| **Two or More Races** | 0.7 |
| **White** | 3.7 |
| **English Learners** | 34.6 |
| **Foster Youth** | 0.4 |
| **Homeless** | 18 |
| **Migrant** | 2.2 |
| **Socioeconomically Disadvantaged** | 93.7 |
| **Students with Disabilities** | 27.3 |

## A. Conditions of Learning

### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

## 2021-22 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 35.1 | 79.8 | 639.4 | 88.51 | 234405.2 | 84 |
| **Intern Credential Holders Properly Assigned** | 1 | 2.27 | 7.6 | 1.05 | 4853 | 1.74 |
| **Teachers Without Credentials and Misassignments ("ineffective" under ESSA)** | 0.9 | 2.07 | 29.1 | 4.03 | 12001.5 | 4.3 |
| **Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)** | 1.6 | 3.77 | 7.3 | 1.01 | 11953.1 | 4.28 |
| **Unknown/Incomplete/NA** | 5.3 | 12.05 | 38.9 | 5.39 | 15831.9 | 5.67 |
| **Total Teaching Positions** | 44 | 100 | 722.4 | 100 | 279044.8 | 100 |

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2022-23 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 29.3 | 75.72 | 641.2 | 88.19 | 231142.4 | 83.24 |
| **Intern Credential Holders Properly Assigned** | 0.9 | 2.35 | 5.3 | 0.74 | 5566.4 | 2 |
| **Teachers Without Credentials and Misassignments ("ineffective" under ESSA)** | 3.5 | 9.23 | 34 | 4.68 | 14938.3 | 5.38 |
| **Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)** | 0.8 | 2.14 | 8.1 | 1.12 | 11746.9 | 4.23 |
| **Unknown/Incomplete/NA** | 4 | 10.54 | 38.3 | 5.28 | 14303.8 | 5.15 |
| **Total Teaching Positions** | 38.7 | 100 | 727.1 | 100 | 277698 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2023-24 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 31.8 | 72.74 | 608.8 | 86.98 | 230039.4 | 100 |
| **Intern Credential Holders Properly Assigned** | 1 | 2.29 | 2.7 | 0.39 | 6213.8 | 2.23 |
| **Teachers Without Credentials and Misassignments ("ineffective" under ESSA)** | 2.5 | 5.72 | 33.6 | 4.81 | 16855 | 6.04 |
| **Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)** | 2.2 | 5.15 | 9.5 | 1.37 | 12112.8 | 4.34 |
| **Unknown/Incomplete/NA** | 6.1 | 14.09 | 45.1 | 6.44 | 13705.8 | 4.91 |
| **Total Teaching Positions** | 43.7 | 100 | 700 | 100 | 278927.1 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

| Authorization/Assignment | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Permits and Waivers** | 0.00 | 0 | 2 |
| **Misassignments** | 0.90 | 3.5 | 0.5 |
| **Vacant Positions** | 0.00 | 0 | 0 |
| **Total Teachers Without Credentials and Misassignments** | 0.90 | 3.5 | 2.5 |

## Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Credentialed Teachers Authorized on a Permit or Waiver** | 0.80 | 0 | 1 |
| **Local Assignment Options** | 0.80 | 0.8 | 1.1 |
| **Total Out-of-Field Teachers** | 1.60 | 0.8 | 2.2 |

## Class Assignments

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Misassignments for English Learners** (a percentage of all the classes with English learners taught by teachers that are misassigned) | 1.7 | 14.7 | 1.2 |
| **No credential, permit or authorization to teach** (a percentage of all the classes taught by teachers with no record of an authorization to teach) | 0 | 5.6 | 0 |

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

## 2025-26 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 15, 2025 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

| | |
|---|---|
| **Year and month in which the data were collected** | October 2025 |

| Subject | List of Textbooks and Other Instructional Materials / Indicate if from Most Recent Adoption / Year of Adoption | Percent Students Lacking Own Assigned Copy |
|---|---|---|
| **Reading/Language Arts** | McGraw-Hill, Study Sync Curriculum for ELA/ELD for grades 6-8, adopted 2017<br>Houghton Mifflin/Harcourt, English 3D for ELD for grades 6-8, adopted 2015 | 0 |
| **Mathematics** | Pearson, Connected Math 3 Curriculum for grades 6-8, adopted 2015 | 0 |
| **Science** | McGraw-Hill, Inspire for grades 6-8, adopted 2020 | 0 |
| **History-Social Science** | Cengage, National Geographic Learning for grades 6-8, adopted 2019 | 0 |

Note: Cells with N/A values do not require data.

## School Facility Conditions and Planned Improvements

Lopez Academy, originally constructed in 1954, underwent a full renovation in 1998. The campus is currently comprised of 39 classrooms, three science labs, a library, three computer labs, a cafeteria/multipurpose room, a staff lounge, and an athletic field. The most recent inspections resulted in an overall “Good” rating.

| | |
|---|---|
| **Year and month of the most recent FIT report** | 7/10/2025 |

| System Inspected | Rate Good | Rate Fair | Rate Poor | Repair Needed and Action Taken or Planned |
|---|---|---|---|---|
| **Systems:** Gas Leaks, Mechanical/HVAC, Sewer | X | | | |

## School Facility Conditions and Planned Improvements

| | | | | |
|---|---|---|---|---|
| **Interior:**<br>Interior Surfaces | X | | | Bldg. # 13 Boys Restroom: Remove graffitti on walls<br>Room # 404: Patch hole on far right by the white board.<br>Room # 602: Patch hole in wall by door.<br>Room # 701: Base board is falling off. |
| **Cleanliness:**<br>Overall Cleanliness, Pest/Vermin Infestation | X | | | Room # 504: Replace hand sanitizer dispenser. |
| **Electrical** | X | | | |
| **Restrooms/Fountains:**<br>Restrooms, Sinks/ Fountains | X | | | |
| **Safety:**<br>Fire Safety, Hazardous Materials | X | | | |
| **Structural:**<br>Structural Damage, Roofs | X | | | |
| **External:**<br>Playground/School Grounds, Windows/ Doors/Gates/Fences | X | | | Room # 1605: Paint ramp non skid<br>Room # 1703: Repair ramp non skid<br>Room # 601: ü |

## Overall Facility Rate

| Exemplary | Good | Fair | Poor |
|---|---|---|---|
| | X | | |

## B. Pupil Outcomes

## State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

**Statewide Assessments**
(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

**College and Career Ready**
The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

### Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

ELA and mathematics test results include the Smarter Balanced Summative Assessments and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **English Language Arts/Literacy** (grades 3-8 and 11) | 31 | 34 | 30 | 33 | 47 | 48 |
| **Mathematics** (grades 3-8 and 11) | 18 | 22 | 20 | 22 | 35 | 37 |

### 2024-25 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus

the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 695 | 676 | 97.27 | 2.73 | 33.93 |
| **Female** | 326 | 313 | 96.01 | 3.99 | 38.98 |
| **Male** | 369 | 363 | 98.37 | 1.63 | 29.56 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 657 | 640 | 97.41 | 2.59 | 34.12 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | 26 | 26 | 100.00 | 0.00 | 34.62 |
| **English Learners** | 192 | 189 | 98.44 | 1.56 | 5.85 |
| **Foster Youth** | -- | -- | -- | -- | -- |
| **Homeless** | 121 | 118 | 97.52 | 2.48 | 21.37 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 654 | 635 | 97.09 | 2.91 | 33.28 |
| **Students Receiving Migrant Education Services** | 19 | 19 | 100.00 | 0.00 | 21.05 |
| **Students with Disabilities** | 198 | 190 | 95.96 | 4.04 | 9.52 |

## 2024-25 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 694 | 671 | 96.69 | 3.31 | 21.76 |
| **Female** | 325 | 313 | 96.31 | 3.69 | 21.41 |
| **Male** | 369 | 358 | 97.02 | 2.98 | 22.07 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 656 | 634 | 96.65 | 3.35 | 21.45 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | 26 | 26 | 100.00 | 0.00 | 30.77 |
| **English Learners** | 192 | 182 | 94.79 | 5.21 | 5.49 |
| **Foster Youth** | -- | -- | -- | -- | -- |
| **Homeless** | 121 | 118 | 97.52 | 2.48 | 13.56 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 653 | 630 | 96.48 | 3.52 | 21.11 |
| **Students Receiving Migrant Education Services** | 19 | 19 | 100.00 | 0.00 | 10.53 |
| **Students with Disabilities** | 197 | 186 | 94.42 | 5.58 | 6.99 |

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA for Science. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA for Science divided by the total number of students who participated in a science assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **Science** (grades 5, 8 and high school) | 12.65 | 16.5 | 16.23 | 18.14 | 30.73 | 32.33 |

## 2024-25 CAASPP Test Results in Science by Student Group

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

| Student Group | Total Enrollment | Number Tested | Percent Tested | Percent Not Tested | Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 223 | 215 | 96.41 | 3.59 | 18.78 |
| **Female** | 105 | 101 | 96.19 | 3.81 | 10.89 |
| **Male** | 118 | 114 | 96.61 | 3.39 | 25.89 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | 0 | 0 | 0 | 0 | 0 |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 207 | 200 | 96.62 | 3.38 | 17.68 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | 11 | 11 | 100.00 | 0.00 | 36.36 |
| **English Learners** | 44 | 41 | 93.18 | 6.82 | 2.50 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 34 | 34 | 100.00 | 0.00 | 6.06 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 212 | 204 | 96.23 | 3.77 | 18.81 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 69 | 65 | 94.20 | 5.80 | 14.29 |

# B. Pupil Outcomes

## State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

## 2024-25 California Physical Fitness Test Participation Rates

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT requires only participation results for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

| Grade Level | Component 1: Aerobic Capacity | Component 2: Abdominal Strength and Endurance | Component 3: Trunk Extensor and Strength and Flexibility | Component 4: Upper Body Strength and Endurance | Component 5: Flexibility |
|---|---|---|---|---|---|
| **Grade 7** | 95% | 95% | 95% | 95% | 95% |

## C. Engagement

## State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

### 2025-26 Opportunities for Parental Involvement

Parental involvement is encouraged and valued at Lopez Academy, and parents are provided a variety of opportunities to become more involved. Workshops and parent trainings, including Mother-Daughter classes and Project 2 Inspire classes, are offered throughout the year. Parents are also encouraged to become active participants in our English Learner Advisory Committee (ELAC), School Site Council (SSC), and Parent-Teacher Association (PTA). Information for participation in all committees is shared at Back to School Night, Open House, award ceremonies, school-wide events, and through site communications. Lopez Academy also provides all families with parent webinars regarding school-wide news and activities.

The PTA provides parents with an opportunity to participate in supporting school programs, such as the PTA Reflections Art Competition, and to participate in fundraising opportunities, as well as to identify ways in which the PTA can positively impact the school community for all students. Parents participating in ELAC provide feedback on issues related to English learners and offer direct input to the School Site Council on the school plan. Parents can participate as elected officers or general members. The School Site Council collaborates directly with the principal to approve and monitor the school plan, provides feedback on issues relevant to school governance, and conducts annual reviews of the School-Parent Compact, School Safety Plan, Site budget, and Parent Involvement Policy. Please call (805) 385-1545 to contact a site administrator for information on getting involved at Lopez Academy.

Finally, parents are invited to our Dia de los Muertos and Cinco de Mayo events at school, where they participate in cultural awareness activities and learn about multiple community resources available to them. Additionally, parents often attend several games to support their children playing basketball, flag football, soccer, softball, and volleyball.

## 2024-25 Chronic Absenteeism by Student Group

| Student Group | Cumulative Enrollment | Chronic Absenteeism Eligible Enrollment | Chronic Absenteeism Count | Chronic Absenteeism Rate |
|---|---|---|---|---|
| **All Students** | 732 | 719 | 166 | 23.1 |
| **Female** | 343 | 337 | 85 | 25.2 |
| **Male** | 389 | 382 | 81 | 21.2 |
| **Non-Binary** | -- | -- | -- | -- |
| **American Indian or Alaska Native** | -- | -- | -- | -- |
| **Asian** | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- |
| **Hispanic or Latino** | 692 | 679 | 157 | 23.1 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- |
| **White** | 27 | 27 | 4 | 14.8 |
| **English Learners** | 257 | 253 | 68 | 26.9 |
| **Foster Youth** | -- | -- | -- | -- |
| **Homeless** | 133 | 132 | 33 | 25.0 |
| **Socioeconomically Disadvantaged** | 685 | 677 | 160 | 23.6 |
| **Students Receiving Migrant Education Services** | 23 | 23 | 6 | 26.1 |
| **Students with Disabilities** | 209 | 205 | 60 | 29.3 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## C. Engagement

### State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

## Suspensions and Expulsions

This table displays suspensions data.

| Suspensions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 11.74 | 8.08 | 6.01 | 4.91 | 3.34 | 2.35 | 3.6 | 3.28 | 2.94 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

This table displays expulsions data.

| Expulsions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 0 | 0.13 | 0.14 | 0.02 | 0.03 | 0.01 | 0.08 | 0.07 | 0.06 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2024-25 Suspensions and Expulsions by Student Group

| Student Group | Suspensions Rate | Expulsions Rate |
|---|---|---|
| **All Students** | 6.01 | 0.14 |
| **Female** | 4.66 | 0.00 |
| **Male** | 7.20 | 0.26 |
| **Non-Binary** | 0.00 | 0.00 |
| **American Indian or Alaska Native** | 0.00 | 0.00 |
| **Asian** | 0.00 | 0.00 |
| **Black or African American** | 0.00 | 0.00 |
| **Filipino** | 0.00 | 0.00 |
| **Hispanic or Latino** | 5.64 | 0.14 |
| **Native Hawaiian or Pacific Islander** | 0.00 | 0.00 |
| **Two or More Races** | 0.00 | 0.00 |
| **White** | 11.11 | 0.00 |
| **English Learners** | 6.23 | 0.39 |
| **Foster Youth** | 0.00 | 0.00 |
| **Homeless** | 6.02 | 0.00 |
| **Socioeconomically Disadvantaged** | 5.69 | 0.15 |
| **Students Receiving Migrant Education Services** | 0.00 | 0.00 |
| **Students with Disabilities** | 10.05 | 0.00 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2025-26 School Safety Plan

Providing a safe and secure learning environment for students and staff is a priority at Dr. Manuel M. Lopez Academy of Arts and Sciences. Supervision is provided to ensure the safety of each student before school, during breaks, at lunch, and after school. Training is provided to campus supervisors on strategies to maintain a positive and orderly campus environment. All visitors to Lopez Academy of Arts and Sciences must sign in at the office and wear a visitor's pass at all times. Supervision is a responsibility shared among campus aides, teachers, school staff, and administration.

To safeguard the well-being of students and staff, a comprehensive School Site Safety Plan has been developed by the Safety Committee and PBIS Team, which includes input from classified, certificated, and administrative staff members. The Safety Plan is updated annually, and revisions and updates are reviewed with staff. Additional information is shared with staff regarding practice drills and safety issues that arise throughout the year. Key elements of the Safety Plan focus on supervision, disaster drills, and emergency procedures.

The school is in compliance with all applicable laws, rules, and regulations related to hazardous materials and state earthquake standards. Monthly safety drills are held regularly and include fire drills, earthquake drills, and lockdown/evacuation drills with the support and feedback of our School Resource Officers.

Our Comprehensive School Safety Plan was reviewed with our staff, law enforcement, and fire department in January 2025. The plan reviews the campus supervision plan, student assemblies, and our school's Guidelines for Success (JAGS). Additionally, we outline the plan for our Where Everyone Belongs (WEB) program, which includes professional development and referrals to community agencies to support students with behavioral and social-emotional needs.

## 2022-23 Secondary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

| Subject | Average Class Size | Number of Classes with 1-22 Students | Number of Classes with 23-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **English Language Arts** | 24 | 6 | 19 | 1 |
| **Mathematics** | 25 | 6 | 11 | 3 |
| **Science** | 25 | 4 | 17 | 0 |
| **Social Science** | 24 | 7 | 12 | 2 |

## 2023-24 Secondary Average Class Size and Class Size Distribution

This table displays the 2023-24 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

| Subject | Average Class Size | Number of Classes with 1-22 Students | Number of Classes with 23-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **English Language Arts** | 21 | 14 | 10 | 3 |
| **Mathematics** | 22 | 9 | 11 | 2 |
| **Science** | 21 | 11 | 10 | 2 |
| **Social Science** | 21 | 11 | 10 | 2 |

## 2024-25 Secondary Average Class Size and Class Size Distribution

This table displays the 2024-25 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

| Subject | Average Class Size | Number of Classes with 1-22 Students | Number of Classes with 23-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **English Language Arts** | 18 | 18 | 9 | 1 |
| **Mathematics** | 19 | 13 | 8 | 3 |
| **Science** | 23 | 7 | 11 | 2 |
| **Social Science** | 21 | 9 | 9 | 3 |

## 2024-25 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

| Title | Ratio |
|---|---|
| **Pupils to Academic Counselor** | 371 |

## 2024-25 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. The "Other" category is for all other student support services staff positions not listed.

| Title | Number of FTE Assigned to School |
|---|---|
| **Counselor (Academic, Social/Behavioral or Career Development)** | 2 |
| **Library Media Teacher (Librarian)** | |
| **Library Media Services Staff (Paraprofessional)** | |
| **Psychologist** | 3 |
| **Social Worker** | |
| **Nurse** | |
| **Speech/Language/Hearing Specialist** | 2 |
| **Resource Specialist (non-teaching)** | |
| **Other** | |

## Fiscal Year 2023-24 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2023-24 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

| Level | Total Expenditures Per Pupil | Expenditures Per Pupil (Restricted) | Expenditures Per Pupil (Unrestricted) | Average Teacher Salary |
|---|---|---|---|---|
| **School Site** | 5954.63 | 128.30 | 5826.33 | $110,248.18 |
| **District** | N/A | N/A | $5,362.06 | $114,681.45 |
| **Percent Difference - School Site and District** | N/A | N/A | 8.3 | 9.0 |
| **State** | N/A | N/A | $11,146 | $101,700 |
| **Percent Difference - School Site and State** | N/A | N/A | -59.6 | 13.5 |

## Fiscal Year 2024-25 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality
and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

## Fiscal Year 2023-24 Teacher and Administrative Salaries

This table displays the 2023-24 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at http://www.cde.ca.gov/ds/fd/cs/.

| Category | District Amount | State Average for Districts in Same Category |
|---|---|---|
| **Beginning Teacher Salary** | $60,636 | $61,597 |
| **Mid-Range Teacher Salary** | $100,466 | $98,902 |
| **Highest Teacher Salary** | $131,818 | $126,340 |
| **Average Principal Salary (Elementary)** | $140,658 | $158,383 |
| **Average Principal Salary (Middle)** | $155,782 | $165,207 |
| **Average Principal Salary (High)** | | $162,237 |
| **Superintendent Salary** | $240,000 | $288,332 |
| **Percent of Budget for Teacher Salaries** | 27.88% | 31.29% |
| **Percent of Budget for Administrative Salaries** | 3.85% | 5.38% |

## Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

## Professional Development

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past several school years (2021-22 to present), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. Some of the days occur before the start of school year and some occur during the school year.  In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

| Subject | 2023-24 | 2024-25 | 2025-26 |
|---|---|---|---|
| **Number of school days dedicated to Staff Development and Continuous Improvement** | 2 | 2 | 2 |

# Marina West Elementary School

## 2024-2025 School Accountability Report Card
## (Published During the 2025-2026 School Year)

## General Information about the School Accountability Report Card (SARC)

### SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

### DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

### California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

### Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## 2025-26 School Contact Information

| | |
|---|---|
| **School Name** | Marina West Elementary School |
| **Street** | 2501 Carob Street |
| **City, State, Zip** | Oxnard, CA 93035 |
| **Phone Number** | (805) 385-1554 |
| **Principal** | Terry Lopez |
| **Email Address** | tlopez@oxnardsd.org |
| **School Website** | www.oxnardsd.org/marinawest |
| **Grade Span** | TK-5 |
| **County-District-School (CDS) Code** | 56725386055347 |

## 2025-26 District Contact Information

| | |
|---|---|
| **District Name** | Oxnard School District |
| **Phone Number** | (805) 385-1501 |
| **Superintendent** | Dr. Ana DeGenna |
| **Email Address** | adegenna@oxnardsd.org |
| **District Website** | http://www.oxnardsd.org |

## 2025-26 School Description and Mission Statement

Marina West School is dedicated to teaching and learning that meets the diverse needs of all students. Our goal is to provide a rigorous learning environment that empowers each student to achieve state academic standards and embody the qualities outlined in the Oxnard School District's Student Profile:

- Confident and solution-oriented, demonstrating a growth mindset and advocating for themselves and others
- Collaborative learners who communicate effectively and learn alongside others
- Creative writers, successful readers, and critical mathematical thinkers
- Prepared for high school, college, and career opportunities
- Skilled in technology, arts, academics, and language, ready to lead and succeed
- Compassionate, multilingual, multicultural, and globally-minded
- Able to demonstrate their knowledge on state and local assessments across all academic areas

This will be accomplished by intentionally providing our students with a challenging academic program that emphasizes the full implementation of the Common Core State Standards (CCSS). Technology is emphasized by implementing 1:1 devices for all students in grades TK-5, including supporting instructional apps and programs such as Lexia, ST Math, and Star assessments. The core curriculum includes World of Wonders (TK), Wonders (K-5), and My Math. We are implementing the Next Generation Science Standards (NGSS) using Twig Science. The teaching staff at Marina West is committed to the process of implementing CCSS and is dedicated to higher-level thinking and learning for all students. Our teaching staff collaborates to provide English Language Development (ELD) and flexible learning blocks of time to meet the individual needs of our student population. Teachers focus on data-driven instruction, regularly assessing students to monitor growth in core areas, and meet to analyze student data results after assessments to plan instruction and interventions.

Additionally, Marina West focuses on Positive Behavior Intervention Support through the Shark Guidelines for Success. We utilize our Multi-Tiered System of Support (MTSS) process to address the diverse needs of the whole child, encompassing academics, behavior, and social-emotional development. Parents and community members play an active role in the daily school activities and have multiple opportunities to volunteer and participate in the school's educational program. Marina West maintains continual communication with all stakeholders through SSC, ELAC, Title I meetings, Coffee with the Principal, Coffee with the Outreach Specialist and Counselor, PTA meetings, a monthly informational calendar, Parent Square, the school

## 2025-26 School Description and Mission Statement

website, and social media accounts.

Our strand focus is STEAM. When you visit classrooms at Marina West, you will see us intentionally fostering skills essential for environmental scientists, such as teamwork, problem-solving, an investigative mind, observation skills, critical thinking, and innovative thinking. These skills are woven throughout and strengthened across disciplines. All grades have the opportunity to rotate through the STEAM lab on a weekly basis to enhance not only science but also technology, engineering, art, and mathematics. Teachers utilize a variety of activities to engage students and creatively foster their imaginations.

# About this School

## 2024-25 Student Enrollment by Grade Level

| Grade Level | Number of Students |
|---|---|
| **Kindergarten** | 98 |
| **Grade 1** | 67 |
| **Grade 2** | 49 |
| **Grade 3** | 97 |
| **Grade 4** | 65 |
| **Grade 5** | 64 |
| **Total Enrollment** | 440 |

## 2024-25 Student Enrollment by Student Group

| Student Group | Percent of Total Enrollment |
|---|---|
| **Female** | 45.5 |
| **Male** | 54.5 |
| **Black or African American** | 1.6 |
| **Filipino** | 0.9 |
| **Hispanic or Latino** | 93.2 |
| **Native Hawaiian or Pacific Islander** | 0.2 |
| **Two or More Races** | 1.4 |
| **White** | 2.7 |
| **English Learners** | 34.5 |
| **Foster Youth** | 0.7 |
| **Homeless** | 9.3 |
| **Migrant** | 2.7 |
| **Socioeconomically Disadvantaged** | 85.7 |
| **Students with Disabilities** | 26.6 |

## A. Conditions of Learning

### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

## 2021-22 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 21.5 | 82.69 | 639.4 | 88.51 | 234405.2 | 84 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 7.6 | 1.05 | 4853 | 1.74 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 2 | 7.69 | 29.1 | 4.03 | 12001.5 | 4.3 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0 | 0 | 7.3 | 1.01 | 11953.1 | 4.28 |
| **Unknown/Incomplete/NA** | 2.5 | 9.62 | 38.9 | 5.39 | 15831.9 | 5.67 |
| **Total Teaching Positions** | 26 | 100 | 722.4 | 100 | 279044.8 | 100 |

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2022-23 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 22.1 | 88.09 | 641.2 | 88.19 | 231142.4 | 83.24 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 5.3 | 0.74 | 5566.4 | 2 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 0 | 0 | 34 | 4.68 | 14938.3 | 5.38 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0 | 0 | 8.1 | 1.12 | 11746.9 | 4.23 |
| **Unknown/Incomplete/NA** | 3 | 11.91 | 38.3 | 5.28 | 14303.8 | 5.15 |
| **Total Teaching Positions** | 25.1 | 100 | 727.1 | 100 | 277698 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2023-24 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 19.1 | 82.75 | 608.8 | 86.98 | 230039.4 | 100 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 2.7 | 0.39 | 6213.8 | 2.23 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 3 | 12.94 | 33.6 | 4.81 | 16855 | 6.04 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0 | 0 | 9.5 | 1.37 | 12112.8 | 4.34 |
| **Unknown/Incomplete/NA** | 1 | 4.31 | 45.1 | 6.44 | 13705.8 | 4.91 |
| **Total Teaching Positions** | 23.1 | 100 | 700 | 100 | 278927.1 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

| Authorization/Assignment | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Permits and Waivers** | 0.00 | 0 | 0 |
| **Misassignments** | 2.00 | 0 | 3 |
| **Vacant Positions** | 0.00 | 0 | 0 |
| **Total Teachers Without Credentials and Misassignments** | 2.00 | 0 | 3 |

## Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Credentialed Teachers Authorized on a Permit or Waiver** | 0.00 | 0 | 0 |
| **Local Assignment Options** | 0.00 | 0 | 0 |
| **Total Out-of-Field Teachers** | 0.00 | 0 | 0 |

## Class Assignments

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Misassignments for English Learners** (a percentage of all the classes with English learners taught by teachers that are misassigned) | 8.6 | 0 | 13 |
| **No credential, permit or authorization to teach** (a percentage of all the classes taught by teachers with no record of an authorization to teach) | 0 | 0 | 0 |

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

## 2025-26 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 15, 2025 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

| | |
|---|---|
| **Year and month in which the data were collected** | October 2025 |

| Subject | List of Textbooks and Other Instructional Materials / Indicate if from Most Recent Adoption / Year of Adoption | Percent Students Lacking Own Assigned Copy |
|---|---|---|
| **Reading/Language Arts** | McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016 | 0 |
| **Mathematics** | McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015 | 0 |
| **Science** | Imagine Learning, Twig Science for grades K-5, adopted 2022 | 0 |
| **History-Social Science** | Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023 | 0 |

Note: Cells with N/A values do not require data.

## School Facility Conditions and Planned Improvements

Marina West School, originally constructed in 1964, is currently comprised of 30 classrooms, a cafeteria, a library, two computer labs, a staff lounge, and two playgrounds. As part of the district's Enhanced Master Construct Program and PS/TK/K grant funding, a new Early Childhood Development Center (ECDC) is under construction to expand preschool, transitional kindergarten, and kindergarten facilities. This includes five modular buildings providing 10 Title 5 and Title 22-compliant classrooms (with student restrooms, staff workrooms, and staff restrooms), a new playground with play structure and rubberized surfacing, re-grading, new asphalt paving, concrete walkways, fences, gates, and a trash enclosure. Groundbreaking occurred in October 2024, with construction starting in December 2024 in one concurrent phase (while the school remains operational). The most recent inspections resulted in an overall “Good” rating.

## School Facility Conditions and Planned Improvements

| Year and month of the most recent FIT report | 7/10/2025 |
|---|---|

| System Inspected | Rate Good | Rate Fair | Rate Poor | Repair Needed and Action Taken or Planned |
|---|---|---|---|---|
| **Systems:** Gas Leaks, Mechanical/HVAC, Sewer | X | | | |
| **Interior:** Interior Surfaces | X | | | Room # 202 Kindergarten: Replace 3 ceiling tiles.<br>Room # 303: Replace 1 ceiling tile.<br>Room # 401: Replace 1 ceiling tile.<br>Room # 403: Replace 2 ceiling tiles. |
| **Cleanliness:** Overall Cleanliness, Pest/Vermin Infestation | X | | | |
| **Electrical** | X | | | Bldg. # 400 Core Room: 9 lights are out.<br>Bldg. # 600 Staff Restrooms: 1 light is out. |
| **Restrooms/Fountains:** Restrooms, Sinks/ Fountains | X | | | Room # 404: Drinking fountain is not working. |
| **Safety:** Fire Safety, Hazardous Materials | X | | | |
| **Structural:** Structural Damage, Roofs | X | | | |
| **External:** Playground/School Grounds, Windows/ Doors/Gates/Fences | X | | | Room # 1003: 2 blinds are missing.<br>Room # 1102: ü |

## Overall Facility Rate

| Exemplary | Good | Fair | Poor |
|---|---|---|---|
| | X | | |

## B. Pupil Outcomes

## State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

**Statewide Assessments**
(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

**College and Career Ready**
The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

### Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

ELA and mathematics test results include the Smarter Balanced Summative Assessments and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **English Language Arts/Literacy** (grades 3-8 and 11) | 24 | 33 | 30 | 33 | 47 | 48 |
| **Mathematics** (grades 3-8 and 11) | 28 | 33 | 20 | 22 | 35 | 37 |

### 2024-25 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus

the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 232 | 230 | 99.14 | 0.86 | 33.04 |
| **Female** | 101 | 101 | 100.00 | 0.00 | 35.64 |
| **Male** | 131 | 129 | 98.47 | 1.53 | 31.01 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 215 | 213 | 99.07 | 0.93 | 33.33 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | -- | -- | -- | -- | -- |
| **English Learners** | 80 | 80 | 100.00 | 0.00 | 21.25 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 17 | 17 | 100.00 | 0.00 | 23.53 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 209 | 207 | 99.04 | 0.96 | 28.99 |
| **Students Receiving Migrant Education Services** | 11 | 11 | 100.00 | 0.00 | 45.45 |
| **Students with Disabilities** | 68 | 67 | 98.53 | 1.47 | 7.46 |

## 2024-25 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 232 | 230 | 99.14 | 0.86 | 33.48 |
| **Female** | 101 | 101 | 100.00 | 0.00 | 27.72 |
| **Male** | 131 | 129 | 98.47 | 1.53 | 37.98 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 215 | 213 | 99.07 | 0.93 | 33.33 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | -- | -- | -- | -- | -- |
| **English Learners** | 80 | 80 | 100.00 | 0.00 | 22.50 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 17 | 17 | 100.00 | 0.00 | 35.29 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 209 | 207 | 99.04 | 0.96 | 29.47 |
| **Students Receiving Migrant Education Services** | 11 | 11 | 100.00 | 0.00 | 36.36 |
| **Students with Disabilities** | 68 | 67 | 98.53 | 1.47 | 11.94 |

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA for Science. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA for Science divided by the total number of students who participated in a science assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **Science** (grades 5, 8 and high school) | 22.22 | 24.29 | 16.23 | 18.14 | 30.73 | 32.33 |

## 2024-25 CAASPP Test Results in Science by Student Group

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

| Student Group | Total Enrollment | Number Tested | Percent Tested | Percent Not Tested | Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 70 | 70 | 100.00 | 0.00 | 24.29 |
| **Female** | 33 | 33 | 100.00 | 0.00 | 18.18 |
| **Male** | 37 | 37 | 100.00 | 0.00 | 29.73 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 65 | 65 | 100.00 | 0.00 | 23.08 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | -- | -- | -- | -- | -- |
| **English Learners** | 18 | 18 | 100.00 | 0.00 | 5.56 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | -- | -- | -- | -- | -- |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 67 | 67 | 100.00 | 0.00 | 23.88 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 21 | 21 | 100.00 | 0.00 | 0.00 |

# B. Pupil Outcomes

## State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

## 2024-25 California Physical Fitness Test Participation Rates

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT requires only participation results for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

| Grade Level | Component 1: Aerobic Capacity | Component 2: Abdominal Strength and Endurance | Component 3: Trunk Extensor and Strength and Flexibility | Component 4: Upper Body Strength and Endurance | Component 5: Flexibility |
|---|---|---|---|---|---|
| **Grade 5** | 94% | 96% | 96% | 96% | 96% |

## C. Engagement

## State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

### 2025-26 Opportunities for Parental Involvement

At Marina West, we recognize that parents are vital partners in fostering a strong home-school connection. Active parent involvement enriches our school community and plays a key role in supporting students' academic success and social-emotional development. Throughout the school year, we provide numerous opportunities for families to engage, connect, and participate in their child's learning journey. Families are invited to attend Family Nights focused on literacy, mathematics, science, and technology. We also host a variety of well-loved events, including our annual Books and Blankets, Book Fair, and seasonal celebrations such as the Fall Costume Parade and Holiday Performance. Additionally, Parent-Teacher Conferences offer valuable time to discuss student progress, strengths, and strategies for continued growth.

Parents are encouraged to take an active role in our school's leadership and support organizations, such as the English Learner Advisory Committee (ELAC), School Site Council (SSC), and Parent-Teacher Association (PTA). We also welcome families to join Coffee with the Principal and Coffee with the ORC and Counselor sessions, where we share updates and resources. Informational events on topics such as bullying prevention and technology support, as well as programs like Project to Inspire, further empower families to get involved.

The PTA offers additional opportunities for participation through fundraising initiatives that directly benefit school programs. Families are also invited to attend Back-to-School Night, awards assemblies, and our Spring Open House. While formal conferences are scheduled in the fall and spring, our teachers remain available throughout the year to connect and collaborate with families.

Together, we look forward to continuing our partnership with the Marina West community to provide a supportive, engaging, and enriching environment for all students.

## 2024-25 Chronic Absenteeism by Student Group

| Student Group | Cumulative Enrollment | Chronic Absenteeism Eligible Enrollment | Chronic Absenteeism Count | Chronic Absenteeism Rate |
|---|---|---|---|---|
| **All Students** | 491 | 475 | 146 | 30.7 |
| **Female** | 223 | 215 | 64 | 29.8 |
| **Male** | 268 | 260 | 82 | 31.5 |
| **Non-Binary** | -- | -- | -- | -- |
| **American Indian or Alaska Native** | -- | -- | -- | -- |
| **Asian** | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- |
| **Hispanic or Latino** | 458 | 442 | 136 | 30.8 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- |
| **White** | 12 | 12 | 3 | 25.0 |
| **English Learners** | 172 | 170 | 35 | 20.6 |
| **Foster Youth** | -- | -- | -- | -- |
| **Homeless** | 69 | 65 | 18 | 27.7 |
| **Socioeconomically Disadvantaged** | 434 | 422 | 132 | 31.3 |
| **Students Receiving Migrant Education Services** | 27 | 26 | 9 | 34.6 |
| **Students with Disabilities** | 148 | 147 | 53 | 36.1 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

# C. Engagement

## State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

## Suspensions and Expulsions

This table displays suspensions data.

| Suspensions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 2.48 | 2.82 | 0.61 | 4.91 | 3.34 | 2.35 | 3.6 | 3.28 | 2.94 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

This table displays expulsions data.

| Expulsions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 0 | 0 | 0 | 0.02 | 0.03 | 0.01 | 0.08 | 0.07 | 0.06 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2024-25 Suspensions and Expulsions by Student Group

| Student Group | Suspensions Rate | Expulsions Rate |
|---|---|---|
| **All Students** | 0.61 | 0.00 |
| **Female** | 0.45 | 0.00 |
| **Male** | 0.75 | 0.00 |
| **Non-Binary** | 0.00 | 0.00 |
| **American Indian or Alaska Native** | 0.00 | 0.00 |
| **Asian** | 0.00 | 0.00 |
| **Black or African American** | 0.00 | 0.00 |
| **Filipino** | 0.00 | 0.00 |
| **Hispanic or Latino** | 0.22 | 0.00 |
| **Native Hawaiian or Pacific Islander** | 0.00 | 0.00 |
| **Two or More Races** | 0.00 | 0.00 |
| **White** | 16.67 | 0.00 |
| **English Learners** | 0.00 | 0.00 |
| **Foster Youth** | 0.00 | 0.00 |
| **Homeless** | 1.45 | 0.00 |
| **Socioeconomically Disadvantaged** | 0.69 | 0.00 |
| **Students Receiving Migrant Education Services** | 0.00 | 0.00 |
| **Students with Disabilities** | 1.35 | 0.00 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2025-26 School Safety Plan

At Marina West Elementary School, the safety and well-being of our students and staff are our highest priorities. As a closed campus, all visitors are required to sign in at the front office and wear a visible visitor's pass at all times while on school grounds. Parents and guardians who wish to volunteer regularly must complete the fingerprinting and security clearance process to ensure a safe and secure learning environment for all.

Comprehensive supervision is provided before school, during recess and lunch, and after dismissal. Our dedicated supervision team, comprising five campus assistants, teachers, and administrators, works collaboratively to maintain a safe and orderly campus environment.

To further enhance campus safety, our staff has developed a detailed Comprehensive School Site Safety Plan, which incorporates valuable feedback from our school community. This plan is reviewed annually with staff and presented to both the English Learner Advisory Committee (ELAC) and the School Site Council (SSC). Key components include our visitor policy, playground supervision protocols, disaster preparedness procedures, emergency supply management, and evacuation plans.

Marina West Elementary fully complies with all applicable state and federal regulations regarding hazardous materials, as well as California earthquake safety standards. We conduct regular safety drills, including monthly fire drills and earthquake and lockdown drills three times per year, to ensure that students and staff are well-prepared for any emergency situation.

Through consistent training, preparation, and collaboration, Marina West remains committed to providing a safe, secure, and supportive environment for every member of our school community.

# D. Other SARC Information

## Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

## 2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 21 | 1 | 3 | 0 |
| **1** | 22 | 0 | 4 | 0 |
| **2** | 23 | 0 | 3 | 0 |
| **3** | 23 | 0 | 3 | 0 |
| **4** | 32 | 0 | 2 | 0 |
| **5** | 28 | 0 | 3 | 0 |
| **6** | 0 | 0 | 0 | 0 |
| **Other** | 12 | 3 | 0 | 0 |

## 2023-24 Elementary Average Class Size and Class Size Distribution

This table displays the 2023-24 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 17 | 1 | 2 | 0 |
| **1** | 22 | 0 | 2 | 0 |
| **2** | 21 | 1 | 3 | 0 |
| **3** | 22 | 1 | 2 | 0 |
| **4** | 21 | 1 | 2 | 0 |
| **5** | 23 | 2 | 2 | 0 |
| **6** | 0 | 0 | 0 | 0 |
| **Other** | 16 | 2 | 1 | 0 |

## 2024-25 Elementary Average Class Size and Class Size Distribution

This table displays the 2024-25 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 18 | 1 | 2 | |
| **1** | 20 | 3 | | |
| **2** | 23 | | 2 | |
| **3** | 22 | | 4 | |
| **4** | 22 | 1 | 2 | |
| **5** | 23 | 1 | 2 | |
| **Other** | 14 | 4 | | |

## 2024-25 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

| Title | Ratio |
|---|---|
| **Pupils to Academic Counselor** | 428 |

## 2024-25 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. The "Other" category is for all other student support services staff positions not listed.

| Title | Number of FTE Assigned to School |
|---|---|
| **Counselor (Academic, Social/Behavioral or Career Development)** | 1 |
| **Library Media Teacher (Librarian)** | |
| **Library Media Services Staff (Paraprofessional)** | |
| **Psychologist** | 1 |
| **Social Worker** | |
| **Nurse** | 1 |
| **Speech/Language/Hearing Specialist** | 2 |
| **Resource Specialist (non-teaching)** | |
| **Other** | |

## Fiscal Year 2023-24 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2023-24 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

| Level | Total Expenditures Per Pupil | Expenditures Per Pupil (Restricted) | Expenditures Per Pupil (Unrestricted) | Average Teacher Salary |
|---|---|---|---|---|
| **School Site** | $5,879.59 | $182.31 | $5,697.28 | $129,774.53 |
| **District** | N/A | N/A | $5,362.06 | $114,681.45 |
| **Percent Difference - School Site and District** | N/A | N/A | 6.1 | 25.2 |
| **State** | N/A | N/A | $11,146 | $101,700 |
| **Percent Difference - School Site and State** | N/A | N/A | -61.6 | 29.6 |

## Fiscal Year 2024-25 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality
and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

## Fiscal Year 2023-24 Teacher and Administrative Salaries

This table displays the 2023-24 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at http://www.cde.ca.gov/ds/fd/cs/.

| Category | District Amount | State Average for Districts in Same Category |
|---|---|---|
| **Beginning Teacher Salary** | $60,636 | $61,597 |
| **Mid-Range Teacher Salary** | $100,466 | $98,902 |
| **Highest Teacher Salary** | $131,818 | $126,340 |
| **Average Principal Salary (Elementary)** | $140,658 | $158,383 |
| **Average Principal Salary (Middle)** | $155,782 | $165,207 |
| **Average Principal Salary (High)** | | $162,237 |
| **Superintendent Salary** | $240,000 | $288,332 |
| **Percent of Budget for Teacher Salaries** | 27.88% | 31.29% |
| **Percent of Budget for Administrative Salaries** | 3.85% | 5.38% |

## Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past several school years (2021-22 to present), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. Some of the days occur before the start of school year and some occur during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

| Subject | 2023-24 | 2024-25 | 2025-26 |
|---|---|---|---|
| **Number of school days dedicated to Staff Development and Continuous Improvement** | 2 | 2 | 2 |

# Thurgood Marshall TK-8 School

## 2024-2025 School Accountability Report Card
## (Published During the 2025-2026 School Year)

## General Information about the School Accountability Report Card (SARC)

### SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

### DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

### California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

### Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## 2025-26 School Contact Information

| | |
|---|---|
| **School Name** | Thurgood Marshall TK-8 School |
| **Street** | 2900 Thurgood Marshall Drive |
| **City, State, Zip** | Oxnard, CA 93036 |
| **Phone Number** | (805) 385-1557 |
| **Principal** | Chantal Anderson Witherspoon |
| **Email Address** | candersonwitherspoon@oxnardsd.org |
| **School Website** | www.oxnardsd.org/marshall |
| **Grade Span** | TK-8 |
| **County-District-School (CDS) Code** | 56725380100362 |

## 2025-26 District Contact Information

| | |
|---|---|
| **District Name** | Oxnard School District |
| **Phone Number** | (805) 385-1501 |
| **Superintendent** | Dr. Ana DeGenna |
| **Email Address** | adegenna@oxnardsd.org |
| **District Website** | http://www.oxnardsd.org |

## 2025-26 School Description and Mission Statement

At Thurgood Marshall School, our Mission is to inspire students to reach their highest potential. Our vision is to foster and sustain a culture of safety, academic excellence, and a college and career-oriented mindset for all students. Through the mediums of technology and visual and performing arts, we inspire students to reach their highest potential and become leaders in their community.

Thurgood Marshall School was established in 2003 and is one of 21 schools within the Oxnard Elementary School District. The school takes pride in its foundation of rich culture and values. The Oxnard School District Student Profile and Standards of Excellence compel us to collaborate, innovate, persevere, and strive for excellence. At Thurgood Marshall School, our classes include Deaf and Hard of Hearing, our Children's Academy of Listening, Language, and Learning, and Visually Impaired special programs. Thurgood Marshall Academy's focus is on Visual and Performing Arts. Our students are exposed to a variety of art media and music opportunities. These include music classes for elementary grades after school and music electives for our middle school students. This year, through Prop 28 grant funds, a music teacher was hired to serve our K-5 elementary students. This will allow a continuum of musical exposure and experience from grades K-8. Various musical performances are held throughout the school year to display the talent of our Marshall music scholars. The school strives to foster a culture of success and continues to provide opportunities for students to excel academically in all areas.

Grade-level and department meetings, as well as student monitoring conferences, are held to track student progress and plan strategies to address student needs through the MTSS process. Teacher collaboration is a priority, and teachers meet regularly to review data and plan instruction. This is done through designated Tuesday meetings, as well as Wednesday collaboration days. Designated and Integrated ELD instruction occurs daily. Instruction in language arts, mathematics, and other curricular subjects follows district-adopted curriculum and state standards. Additional programs are used in order to provide our students with various learning opportunities. The district-sponsored programs, such as AR, help all students build their reading comprehension skills and encourage a love of reading. To support intervention and enrichment in reading and math, we use Lexia, Core 5, Power Up, Zearn, Desmos, IXL, and ST Math. A Literacy Intervention Teacher serves students in K-3 through an intensive literacy program. An Intervention Support Provider (ISP) has been hired through categorical funds to target specific reading skills and concepts according to current data reports. Technology is utilized by all classes for research, and the use of software programs and apps allows students additional time to practice and develop their skills in reading and mathematics.

## About this School

### 2024-25 Student Enrollment by Grade Level

| Grade Level | Number of Students |
|---|---|
| Kindergarten | 65 |
| Grade 1 | 68 |
| Grade 2 | 68 |
| Grade 3 | 64 |
| Grade 4 | 78 |
| Grade 5 | 77 |
| Grade 6 | 99 |
| Grade 7 | 98 |
| Grade 8 | 85 |
| Total Enrollment | 702 |

### 2024-25 Student Enrollment by Student Group

| Student Group | Percent of Total Enrollment |
|---|---|
| Female | 45.9 |
| Male | 54.1 |
| Asian | 2.1 |
| Black or African American | 3.6 |
| Filipino | 2.1 |
| Hispanic or Latino | 84.2 |
| Two or More Races | 1.9 |
| White | 6.1 |
| English Learners | 21.1 |
| Foster Youth | 1.1 |
| Homeless | 6.8 |
| Migrant | 1.3 |
| Socioeconomically Disadvantaged | 75.4 |
| Students with Disabilities | 16.8 |

## A. Conditions of Learning

### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

## 2021-22 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 36.5 | 85.88 | 639.4 | 88.51 | 234405.2 | 84 |
| **Intern Credential Holders Properly Assigned** | 1 | 2.35 | 7.6 | 1.05 | 4853 | 1.74 |
| **Teachers Without Credentials and Misassignments ("ineffective" under ESSA)** | 3.1 | 7.44 | 29.1 | 4.03 | 12001.5 | 4.3 |
| **Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)** | 0 | 0 | 7.3 | 1.01 | 11953.1 | 4.28 |
| **Unknown/Incomplete/NA** | 1.8 | 4.31 | 38.9 | 5.39 | 15831.9 | 5.67 |
| **Total Teaching Positions** | 42.5 | 100 | 722.4 | 100 | 279044.8 | 100 |

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2022-23 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 32.3 | 82.57 | 641.2 | 88.19 | 231142.4 | 83.24 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 5.3 | 0.74 | 5566.4 | 2 |
| **Teachers Without Credentials and Misassignments ("ineffective" under ESSA)** | 2.8 | 7.22 | 34 | 4.68 | 14938.3 | 5.38 |
| **Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)** | 0 | 0 | 8.1 | 1.12 | 11746.9 | 4.23 |
| **Unknown/Incomplete/NA** | 4 | 10.21 | 38.3 | 5.28 | 14303.8 | 5.15 |
| **Total Teaching Positions** | 39.1 | 100 | 727.1 | 100 | 277698 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2023-24 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 31.1 | 80.14 | 608.8 | 86.98 | 230039.4 | 100 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 2.7 | 0.39 | 6213.8 | 2.23 |
| **Teachers Without Credentials and Misassignments ("ineffective" under ESSA)** | 1.5 | 3.85 | 33.6 | 4.81 | 16855 | 6.04 |
| **Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)** | 0 | 0 | 9.5 | 1.37 | 12112.8 | 4.34 |
| **Unknown/Incomplete/NA** | 6.2 | 16.01 | 45.1 | 6.44 | 13705.8 | 4.91 |
| **Total Teaching Positions** | 38.9 | 100 | 700 | 100 | 278927.1 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

| Authorization/Assignment | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Permits and Waivers** | 2.00 | 1.6 | 1 |
| **Misassignments** | 1.10 | 1.1 | 0.5 |
| **Vacant Positions** | 0.00 | 0 | 0 |
| **Total Teachers Without Credentials and Misassignments** | 3.10 | 2.8 | 1.5 |

## Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Credentialed Teachers Authorized on a Permit or Waiver** | 0.00 | 0 | 0 |
| **Local Assignment Options** | 0.00 | 0 | 0 |
| **Total Out-of-Field Teachers** | 0.00 | 0 | 0 |

## Class Assignments

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Misassignments for English Learners** (a percentage of all the classes with English learners taught by teachers that are misassigned) | 2.7 | 3.4 | 3.4 |
| **No credential, permit or authorization to teach** (a percentage of all the classes taught by teachers with no record of an authorization to teach) | 0 | 0 | 0 |

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

## 2025-26 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 15, 2025 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

| | |
|---|---|
| **Year and month in which the data were collected** | October 2025 |

| Subject | List of Textbooks and Other Instructional Materials / Indicate if from Most Recent Adoption / Year of Adoption | Percent Students Lacking Own Assigned Copy |
|---|---|---|
| **Reading/Language Arts** | McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016<br>McGraw-Hill, Study Sync Curriculum for ELA/ELD for grades 6-8, adopted 2017<br>Houghton Mifflin/Harcourt, English 3D for ELD for grades 6-8, adopted 2015 | 0 |
| **Mathematics** | McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015<br>Pearson, Connected Math 3 Curriculum for grades 6-8, adopted 2015 | 0 |
| **Science** | Imagine Learning, Twig Science for grades K-5, adopted 2022<br>McGraw-Hill, Inspire for grades 6-8, adopted 2020 | 0 |
| **History-Social Science** | Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023<br>Cengage, National Geographic Learning for grades 6-8, adopted 2019 | 0 |

Note: Cells with N/A values do not require data.

## School Facility Conditions and Planned Improvements

Marshall School was originally constructed in 2003. In 2020, a two-story building was added, and it is now a K-8 school. It is currently comprised of 50 classrooms, a cafeteria, a library, a computer lab, a staff lounge, one Psychologist room, two Speech rooms, a Resource room, and two playgrounds. The most recent inspections resulted in an overall “Good” rating.

| **Year and month of the most recent FIT report** | 7/10/2025 |
|---|---|

| System Inspected | Rate Good | Rate Fair | Rate Poor | Repair Needed and Action Taken or Planned |
|---|---|---|---|---|
| **Systems:**<br>Gas Leaks, Mechanical/HVAC, Sewer | X | | | |
| **Interior:**<br>Interior Surfaces | X | | | ROOM # 802: White board off rails.<br>ROOM # 803: White board off rails. Broken window east wall outside. |
| **Cleanliness:**<br>Overall Cleanliness, Pest/Vermin Infestation | X | | | |
| **Electrical** | | | X | BLDG. # 200 KITCHEN: 1 light is out by stove.<br>BLDG. # 300 HALLWAY: 1 light out.<br>Bldg. # 400 HALLWAYS: 3 lights out.<br>BLDG. # 500 HALLWAYS: 2 lights out.<br>BLDG. # 600 HALLWAYS: 5 lights out<br>Boys RR: Lights missing cover.<br>OFFICE: 1 light out.<br>ROOM # 309 COMPUTER LAB: 4 lights out.<br>ROOM # 401: 3 lights out.<br>ROOM # 403: 6 lights out.<br>ROOM # 404: 5 lights out<br>ROOM # 405: 2 lights out.<br>ROOM # 406: 3 lights out.<br>ROOM # 501: 4 lights out.<br>ROOM # 502: 3 lights out.<br>ROOM # 504: 6 lights out.<br>ROOM # 506: 3 lights out.<br>ROOM # 507: 3 lights out.<br>ROOM # 601: 9 light out.<br>ROOM # 602: 10 lights out. Door closure leaking.<br>ROOM # 604: 2 lights out.<br>ROOM # 605: 10 lights out<br>ROOM # 606: 3 lights out.<br>ROOM # 607: 2 lights out.<br>ROOM #603: 10 lights out |
| **Restrooms/Fountains:**<br>Restrooms, Sinks/ Fountains | X | | | Bldg. # 500 Girls Restroom: Leaking toilet from flush meter.<br>ROOM # 102: Faucent is not working. |
| **Safety:**<br>Fire Safety, Hazardous Materials | X | | | |
| **Structural:**<br>Structural Damage, Roofs | X | | | |
| **External:**<br>Playground/School Grounds, Windows/ Doors/Gates/Fences | X | | | Bldg. # 600 Boys Restrooms: Broken window east wall.<br>ROOM # 403: 6 lights out.<br>ROOM # 602: 10 lights out. Door closure leaking. |

## School Facility Conditions and Planned Improvements

| | | | | |
|---|---|---|---|---|
| | | | | ROOM # 803: White board off rails. Broken window east wall outside. |

## Overall Facility Rate

| Exemplary | Good | Fair | Poor |
|---|---|---|---|
| | X | | |

# B. Pupil Outcomes

## State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

**Statewide Assessments**
(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

**College and Career Ready**
The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

## Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

ELA and mathematics test results include the Smarter Balanced Summative Assessments and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **English Language Arts/Literacy** (grades 3-8 and 11) | 39 | 40 | 30 | 33 | 47 | 48 |
| **Mathematics** (grades 3-8 and 11) | 29 | 35 | 20 | 22 | 35 | 37 |

## 2024-25 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 513 | 486 | 94.74 | 5.26 | 40.33 |
| **Female** | 246 | 227 | 92.28 | 7.72 | 46.70 |
| **Male** | 267 | 259 | 97.00 | 3.00 | 34.75 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | -- | -- | -- | -- | -- |
| **Black or African American** | 17 | 15 | 88.24 | 11.76 | 40.00 |
| **Filipino** | 12 | 12 | 100.00 | 0.00 | 75.00 |
| **Hispanic or Latino** | 432 | 408 | 94.44 | 5.56 | 37.01 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | -- | -- | -- | -- | -- |

| | | | | | |
|---|---|---|---|---|---|
| **White** | 33 | 33 | 100.00 | 0.00 | 60.61 |
| **English Learners** | 80 | 78 | 97.50 | 2.50 | 12.82 |
| **Foster Youth** | -- | -- | -- | -- | -- |
| **Homeless** | 35 | 34 | 97.14 | 2.86 | 26.47 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 405 | 383 | 94.57 | 5.43 | 35.25 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 98 | 88 | 89.80 | 10.20 | 7.95 |

## 2024-25 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 513 | 485 | 94.54 | 5.46 | 35.05 |
| **Female** | 246 | 227 | 92.28 | 7.72 | 34.80 |
| **Male** | 267 | 258 | 96.63 | 3.37 | 35.27 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | -- | -- | -- | -- | -- |
| **Black or African American** | 17 | 15 | 88.24 | 11.76 | 33.33 |
| **Filipino** | 12 | 12 | 100.00 | 0.00 | 91.67 |
| **Hispanic or Latino** | 432 | 407 | 94.21 | 5.79 | 30.47 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | 33 | 33 | 100.00 | 0.00 | 51.52 |
| **English Learners** | 80 | 78 | 97.50 | 2.50 | 16.67 |
| **Foster Youth** | -- | -- | -- | -- | -- |
| **Homeless** | 35 | 34 | 97.14 | 2.86 | 26.47 |
| **Military** | 0 | 0 | 0 | 0 | 0 |

| | | | | | |
|---|---|---|---|---|---|
| **Socioeconomically Disadvantaged** | 405 | 382 | 94.32 | 5.68 | 28.53 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 98 | 88 | 89.80 | 10.20 | 10.23 |

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA for Science. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA for Science divided by the total number of students who participated in a science assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **Science** (grades 5, 8 and high school) | 25.5 | 27.03 | 16.23 | 18.14 | 30.73 | 32.33 |

## 2024-25 CAASPP Test Results in Science by Student Group

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

| Student Group | Total Enrollment | Number Tested | Percent Tested | Percent Not Tested | Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 166 | 148 | 89.16 | 10.84 | 27.03 |
| **Female** | 86 | 74 | 86.05 | 13.95 | 24.32 |
| **Male** | 80 | 74 | 92.50 | 7.50 | 29.73 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | -- | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 140 | 124 | 88.57 | 11.43 | 25.00 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | 11 | 11 | 100.00 | 0.00 | 45.45 |
| **English Learners** | 22 | 21 | 95.45 | 4.55 | 0.00 |
| **Foster Youth** | -- | -- | -- | -- | -- |
| **Homeless** | 11 | 10 | 90.91 | 9.09 | -- |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 136 | 121 | 88.97 | 11.03 | 24.79 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 28 | 23 | 82.14 | 17.86 | 8.70 |

## B. Pupil Outcomes

## State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

### 2024-25 California Physical Fitness Test Participation Rates

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT requires only participation results for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

| Grade Level | Component 1: Aerobic Capacity | Component 2: Abdominal Strength and Endurance | Component 3: Trunk Extensor and Strength and Flexibility | Component 4: Upper Body Strength and Endurance | Component 5: Flexibility |
|---|---|---|---|---|---|
| **Grade 5** | 95% | 96% | 96% | 96% | 96% |
| **Grade 7** | 100% | 100% | 100% | 100% | 98% |

## C. Engagement

## State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

### 2025-26 Opportunities for Parental Involvement

Thurgood Marshall School benefits from an active parent community that works together to support student learning in numerous ways. Teachers host Parent-Teacher conferences in the fall and spring. Parents are encouraged to participate in our Marshall PTA, English Learner Advisory Committee (ELAC), and School Site Council (SSC). PTA sponsors fundraisers, such as Pop-Up Fridays, Take-Out Tuesday Family Nights, and the Fun Run, which support student enrichment and specific aspects of the school program. SSC offers involved parents the opportunity to discuss and to give input on decisions affecting the school program. Community representatives share topics of interest at regular ELAC parent meetings. Back-to-School Night and Coffee with the Principal, Counselor, and ORC are other opportunities for parents to receive information about Marshall's school program. Additionally, parents are actively involved in school events, including Family Nights, Family Dance Nights, Skating Parties, and student performance events. Parent workshops focused on Mathematics, Language Arts, and Science are offered. Parent trainings are planned and offered on topics such as nutrition, safety, Parent Square (communication system) training, and Internet Safety. Parent trainings such as Loving Solutions and Parent Project are offered by our Outreach Specialist and School Counselor. All parents are welcome!

Every year in May, a school-wide Spring Fling showcases performances in music and dance from every grade. Marshall also has the opportunity to perform and participate in the OSD Oxnard Creates to display the many talents of Marshall students. Parents and visitors can tour the Art Gallery to see exemplary art.

Additional opportunities for parents to get involved are available through volunteering. Parents volunteer in classrooms, at school events, coach athletic teams, chaperone field trips, and participate in fundraising efforts.

Every effort is made to include parents as a vital part of their child's academic success and school career.

## 2024-25 Chronic Absenteeism by Student Group

| Student Group | Cumulative Enrollment | Chronic Absenteeism Eligible Enrollment | Chronic Absenteeism Count | Chronic Absenteeism Rate |
|---|---|---|---|---|
| **All Students** | 761 | 739 | 162 | 21.9 |
| **Female** | 347 | 335 | 67 | 20.0 |
| **Male** | 414 | 404 | 95 | 23.5 |
| **Non-Binary** | -- | -- | -- | -- |
| **American Indian or Alaska Native** | -- | -- | -- | -- |
| **Asian** | 16 | 16 | 3 | 18.8 |
| **Black or African American** | 26 | 26 | 7 | 26.9 |
| **Filipino** | 15 | 15 | 0 | 0.0 |
| **Hispanic or Latino** | 640 | 622 | 146 | 23.5 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- |
| **Two or More Races** | 13 | 13 | 1 | 7.7 |
| **White** | 51 | 47 | 5 | 10.6 |
| **English Learners** | 169 | 165 | 35 | 21.2 |
| **Foster Youth** | 12 | -- | -- | -- |
| **Homeless** | 62 | 55 | 13 | 23.6 |
| **Socioeconomically Disadvantaged** | 597 | 581 | 143 | 24.6 |
| **Students Receiving Migrant Education Services** | 13 | 13 | 2 | 15.4 |
| **Students with Disabilities** | 155 | 152 | 41 | 27.0 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## C. Engagement

### State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

## Suspensions and Expulsions

This table displays suspensions data.

| Suspensions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 2.73 | 3.17 | 3.94 | 4.91 | 3.34 | 2.35 | 3.6 | 3.28 | 2.94 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

This table displays expulsions data.

| Expulsions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 0 | 0 | 0 | 0.02 | 0.03 | 0.01 | 0.08 | 0.07 | 0.06 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2024-25 Suspensions and Expulsions by Student Group

| Student Group | Suspensions Rate | Expulsions Rate |
|---|---|---|
| **All Students** | 3.94 | 0.00 |
| **Female** | 1.15 | 0.00 |
| **Male** | 6.28 | 0.00 |
| **Non-Binary** | 0.00 | 0.00 |
| **American Indian or Alaska Native** | 0.00 | 0.00 |
| **Asian** | 0.00 | 0.00 |
| **Black or African American** | 7.69 | 0.00 |
| **Filipino** | 0.00 | 0.00 |
| **Hispanic or Latino** | 4.22 | 0.00 |
| **Native Hawaiian or Pacific Islander** | 0.00 | 0.00 |
| **Two or More Races** | 0.00 | 0.00 |
| **White** | 1.96 | 0.00 |
| **English Learners** | 4.73 | 0.00 |
| **Foster Youth** | 8.33 | 0.00 |
| **Homeless** | 1.61 | 0.00 |
| **Socioeconomically Disadvantaged** | 4.36 | 0.00 |
| **Students Receiving Migrant Education Services** | 0.00 | 0.00 |
| **Students with Disabilities** | 8.39 | 0.00 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2025-26 School Safety Plan

The safety of students and staff is a priority at Marshall School. A doorbell system has been installed as an additional level of safety for visitors entering on campus. All visitors to the campus must sign in at the office and wear a visitor's pass at all times. Supervision is provided to ensure the safety of each student before school, during breaks, at lunch, and after school. Our Positive Behavior Intervention System (PBIS) Team establishes guidelines to continue working together to develop our school-wide student behavior plan. Supervision is a responsibility shared by all staff, including Campus Assistants, Teachers, Support Staff, and the Marshall Administration Team. The PBIS Team supports the development of a system that teaches and reinforces student responsibility by following common expectations that lead to success. Our Guidelines for Success are visible throughout Marshall's campus as a constant reminder of student expectations. "PAWS" reminds Marshall students to be: Pawsitive, Achieving, Wise, and Safe.

A comprehensive School Site Safety Plan has been developed by the Safety Committee, comprised of classified staff, teachers, the Assistant Principal, and the Principal. The Safety Plan is updated annually. It is updated with staff in November, with law enforcement and the fire authority in January. All revisions and updates are reviewed with the whole staff. The Leadership Team, the Safety Committee, and the School Site Council give input to review and update the plan. Key elements of the Safety Plan focus on the visitor policy and emergency and evacuation procedures. Emergency supplies are inventoried annually. All classrooms have Emergency Backpacks, which include basic first aid supplies and other essentials.

The school complies with all applicable laws, rules, and regulations related to hazardous materials and state earthquake standards. Safety drills, including fire, earthquake, and lockdown drills, are held monthly. Staff receive annual training on how to safely support students in the event of medical emergencies. Key office personnel and others receive CPR training. The district nurse trains specific staff to support students with medical plans.

# D. Other SARC Information

## Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

## 2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 18 | 1 | 3 | 0 |
| **1** | 23 | 0 | 3 | 0 |
| **2** | 23 | 0 | 3 | 0 |
| **3** | 23 | 0 | 3 | 0 |
| **4** | 32 | 0 | 1 | 0 |
| **5** | 30 | 0 | 2 | 1 |
| **6** | 24 | 6 | 20 | 0 |
| **Other** | 7 | 2 | 0 | 0 |

## 2023-24 Elementary Average Class Size and Class Size Distribution

This table displays the 2023-24 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 22 | 0 | 3 | 0 |
| **1** | 22 | 0 | 3 | 0 |
| **2** | 22 | 0 | 3 | 0 |
| **3** | 22 | 1 | 2 | 0 |
| **4** | 18 | 2 | 2 | 0 |
| **5** | 16 | 3 | 2 | 0 |
| **6** | 23 | 12 | 16 | 0 |
| **Other** | 7 | 3 | 0 | 0 |

## 2024-25 Elementary Average Class Size and Class Size Distribution

This table displays the 2024-25 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 21 | 1 | 1 | |
| **1** | 22 | 1 | 2 | |
| **2** | 22 | | 3 | |
| **3** | 21 | 1 | 2 | |
| **4** | 26 | 1 | 1 | |
| **5** | 25 | 1 | 1 | |
| **6** | 23 | 9 | 15 | 3 |
| **Other** | 3 | 2 | | |

## 2024-25 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

| Title | Ratio |
|---|---|
| **Pupils to Academic Counselor** | 575.83 |

## 2024-25 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. The "Other" category is for all other student support services staff positions not listed.

| Title | Number of FTE Assigned to School |
|---|---|
| **Counselor (Academic, Social/Behavioral or Career Development)** | 1.2 |
| **Library Media Teacher (Librarian)** | |
| **Library Media Services Staff (Paraprofessional)** | |
| **Psychologist** | 2 |
| **Social Worker** | |
| **Nurse** | |
| **Speech/Language/Hearing Specialist** | 2 |
| **Resource Specialist (non-teaching)** | 0.1 |
| **Other** | |

## Fiscal Year 2023-24 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2023-24 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

| Level | Total Expenditures Per Pupil | Expenditures Per Pupil (Restricted) | Expenditures Per Pupil (Unrestricted) | Average Teacher Salary |
|---|---|---|---|---|
| **School Site** | $5,593.81 | $100.15 | $5,493.66 | $116,643.32 |
| **District** | N/A | N/A | $5,362.06 | $114,681.45 |
| **Percent Difference - School Site and District** | N/A | N/A | 2.4 | 14.6 |
| **State** | N/A | N/A | $11,146 | $101,700 |
| **Percent Difference - School Site and State** | N/A | N/A | -64.9 | 19.1 |

## Fiscal Year 2024-25 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality
and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

## Fiscal Year 2023-24 Teacher and Administrative Salaries

This table displays the 2023-24 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at http://www.cde.ca.gov/ds/fd/cs/.

| Category | District Amount | State Average for Districts in Same Category |
|---|---|---|
| **Beginning Teacher Salary** | $60,636 | $61,597 |
| **Mid-Range Teacher Salary** | $100,466 | $98,902 |
| **Highest Teacher Salary** | $131,818 | $126,340 |
| **Average Principal Salary (Elementary)** | $140,658 | $158,383 |
| **Average Principal Salary (Middle)** | $155,782 | $165,207 |
| **Average Principal Salary (High)** | | $162,237 |
| **Superintendent Salary** | $240,000 | $288,332 |
| **Percent of Budget for Teacher Salaries** | 27.88% | 31.29% |
| **Percent of Budget for Administrative Salaries** | 3.85% | 5.38% |

## Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past several school years (2021-22 to present), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. Some of the days occur before the start of school year and some occur during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

| Subject | 2023-24 | 2024-25 | 2025-26 |
|---|---|---|---|
| **Number of school days dedicated to Staff Development and Continuous Improvement** | 2 | 2 | 2 |

# Christa McAuliffe Elementary School

## 2024-2025 School Accountability Report Card
## (Published During the 2025-2026 School Year)

## General Information about the School Accountability Report Card (SARC)

### SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

### DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

### California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

### Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## 2025-26 School Contact Information

| | |
|---|---|
| **School Name** | Christa McAuliffe Elementary School |
| **Street** | 3300 Via Marina Avenue |
| **City, State, Zip** | Oxnard, CA 93035 |
| **Phone Number** | (805) 385-1560 |
| **Principal** | Lynn Ebora |
| **Email Address** | lebora@oxnardsd.org |
| **School Website** | www.oxnardsd.org/Domain/1028 |
| **Grade Span** | TK-5 |
| **County-District-School (CDS) Code** | 56725380100362 |

## 2025-26 District Contact Information

| | |
|---|---|
| **District Name** | Oxnard School District |
| **Phone Number** | (805) 385-1501 |
| **Superintendent** | Dr. Ana DeGenna |
| **Email Address** | adegenna@oxnardsd.org |
| **District Website** | http://www.oxnardsd.org |

## 2025-26 School Description and Mission Statement

Christa McAuliffe Elementary School, nestled near the picturesque Seabridge Marina in Oxnard, California, proudly bears the name of American hero Christa McAuliffe. Established in 1980, the school is a vibrant learning community serving a diverse population of approximately 475 students, ranging from transitional kindergarten to grade five. Its dedicated and passionate staff includes classroom educators, music and art specialists, a school psychologist, speech and language pathologist, an outreach specialist, counselors, office personnel, paraeducators, custodial staff, and child nutrition services staff. Students benefit from extended learning opportunities through academic support, an on-site After School Program, and year-round intervention and enrichment initiatives led by McAuliffe's skilled teachers.

At Christa McAuliffe Elementary, we are guided by our Vision and Mission Statements. Our Vision is to "Empower all children to achieve excellence by unlocking their full potential." Our Mission is to "Work together with families and community members to provide a safe and diverse learning environment that inspires academic, emotional, social, and physical growth for every student, every day."

Our focus on STEAM (Science, Technology, Engineering, Arts, and Mathematics) fosters a culture of success by integrating inquiry-based learning into classrooms at every grade level. Through enriching STEAM and Literacy activities, our students embody the enduring traits outlined in the Oxnard School District Student Profile: Innovator, Problem Solver, Achiever, Collaborator, Digital Learner, Global Thinker, and Focused on the Future.

To support 21st-century learning, each classroom is equipped with advanced technology, including Promethean Boards, document cameras, and Wi-Fi. Every student is provided with a personal iPad, enabling access to online curriculum features, assessments, research tools, projects, and classwork. Our full-service library further enriches this experience, uniting Accelerated Reader books and myON on iPads for a differentiated, interest-driven, and goal-oriented approach to reading. Students visit the library weekly to select books with personalized guidance from our experienced library media technician.

We are committed to creating a safe, nurturing, and positive learning environment that fosters an engaging and rigorous Common Core curriculum. By fostering self-esteem, leadership, and mutual respect among all students and staff, we aim to ensure that every child achieves at least one year of academic growth annually in a supportive and inclusive environment.

## 2025-26 School Description and Mission Statement

Positive Behavioral Interventions and Supports (PBIS) are integral to our approach at McAuliffe. This comprehensive system promotes positive behavior in a respectful, proactive, and supportive manner throughout the school. By implementing C.H.A.M.P.S. and the S.T.O.I.C. approach across classrooms, common areas, and after-school programs, we create a positive and collaborative school culture. These strategies promote safe and effective learning environments, empowering students, staff, and administrators to collaborate toward shared goals.

At McAuliffe Elementary, every student and staff member proudly declares: "It's always a great day to be a Challenger!"

# About this School

## 2024-25 Student Enrollment by Grade Level

| Grade Level | Number of Students |
|---|---|
| **Kindergarten** | 74 |
| **Grade 1** | 67 |
| **Grade 2** | 78 |
| **Grade 3** | 54 |
| **Grade 4** | 100 |
| **Grade 5** | 103 |
| **Total Enrollment** | 476 |

## 2024-25 Student Enrollment by Student Group

| Student Group | Percent of Total Enrollment |
|---|---|
| **Female** | 47.7 |
| **Male** | 52.3 |
| **American Indian or Alaska Native** | 0.4 |
| **Asian** | 1.3 |
| **Black or African American** | 2.5 |
| **Filipino** | 2.9 |
| **Hispanic or Latino** | 81.1 |
| **Two or More Races** | 3.8 |
| **White** | 8 |
| **English Learners** | 27.5 |
| **Homeless** | 12.8 |
| **Migrant** | 1.1 |
| **Socioeconomically Disadvantaged** | 84.2 |
| **Students with Disabilities** | 20.8 |

## A. Conditions of Learning

### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

## 2021-22 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 25.6 | 90.55 | 639.4 | 88.51 | 234405.2 | 84 |
| **Intern Credential Holders Properly Assigned** | 1 | 3.53 | 7.6 | 1.05 | 4853 | 1.74 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 0 | 0 | 29.1 | 4.03 | 12001.5 | 4.3 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0 | 0 | 7.3 | 1.01 | 11953.1 | 4.28 |
| **Unknown/Incomplete/NA** | 1.6 | 5.92 | 38.9 | 5.39 | 15831.9 | 5.67 |
| **Total Teaching Positions** | 28.3 | 100 | 722.4 | 100 | 279044.8 | 100 |

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2022-23 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 24.2 | 87.37 | 641.2 | 88.19 | 231142.4 | 83.24 |
| **Intern Credential Holders Properly Assigned** | 0.5 | 1.8 | 5.3 | 0.74 | 5566.4 | 2 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 3 | 10.83 | 34 | 4.68 | 14938.3 | 5.38 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0 | 0 | 8.1 | 1.12 | 11746.9 | 4.23 |
| **Unknown/Incomplete/NA** | 0 | 0 | 38.3 | 5.28 | 14303.8 | 5.15 |
| **Total Teaching Positions** | 27.7 | 100 | 727.1 | 100 | 277698 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2023-24 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 23.2 | 85.3 | 608.8 | 86.98 | 230039.4 | 100 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 2.7 | 0.39 | 6213.8 | 2.23 |
| **Teachers Without Credentials and Misassignments ("ineffective" under ESSA)** | 3 | 11.03 | 33.6 | 4.81 | 16855 | 6.04 |
| **Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)** | 0 | 0 | 9.5 | 1.37 | 12112.8 | 4.34 |
| **Unknown/Incomplete/NA** | 1 | 3.68 | 45.1 | 6.44 | 13705.8 | 4.91 |
| **Total Teaching Positions** | 27.2 | 100 | 700 | 100 | 278927.1 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

| Authorization/Assignment | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Permits and Waivers** | 0.00 | 2 | 2 |
| **Misassignments** | 0.00 | 1 | 1 |
| **Vacant Positions** | 0.00 | 0 | 0 |
| **Total Teachers Without Credentials and Misassignments** | 0.00 | 3 | 3 |

## Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Credentialed Teachers Authorized on a Permit or Waiver** | 0.00 | 0 | 0 |
| **Local Assignment Options** | 0.00 | 0 | 0 |
| **Total Out-of-Field Teachers** | 0.00 | 0 | 0 |

## Class Assignments

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Misassignments for English Learners** (a percentage of all the classes with English learners taught by teachers that are misassigned) | 0 | 4 | 3.7 |
| **No credential, permit or authorization to teach** (a percentage of all the classes taught by teachers with no record of an authorization to teach) | 0 | 0 | 0 |

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

## 2025-26 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 15, 2025 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

| | |
|---|---|
| **Year and month in which the data were collected** | October 2025 |

| Subject | List of Textbooks and Other Instructional Materials / Indicate if from Most Recent Adoption / Year of Adoption | Percent Students Lacking Own Assigned Copy |
|---|---|---|
| **Reading/Language Arts** | McGraw-Hill, Wonders/Maravillas Curriculum for ELA, and ELD for grades K-5, adopted 2016 | 0 |
| **Mathematics** | McGraw-Hill, My Math Curriculum for grades K-5, adopted 2015 | 0 |
| **Science** | Imagine Learning, Twig Science for grades K-5, adopted 2022 | 0 |
| **History-Social Science** | Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023 | 0 |

Note: Cells with N/A values do not require data.

## School Facility Conditions and Planned Improvements

McAuliffe School, originally constructed in 1989, is currently comprised of 38 classrooms, three SDC classrooms, a library, one computer lab, one multi-sensory room, a multi-purpose room, an RSP and Speech room, a teachers' lounge, and two playgrounds. In 2024, one playground was completely replaced with a new one. Modernization efforts, approved by DSA and CDE, are underway as part of the district's Enhanced Master Construct Program. This includes upgrades to 28 classrooms for 21st-century learning environments, repurposing spaces into a STEAM Academy and piano labs, HVAC repairs/replacements, site security enhancements, administrative reconfiguration, and improvements to flooring, walls, ceilings, electrical, and technology systems. Construction began in February 2025 with a phased approach, with Phase 1 completed in July 2025 and full project completion anticipated by August 2026. The most recent inspections resulted in an overall "Good" rating.

## School Facility Conditions and Planned Improvements

| Year and month of the most recent FIT report | 7/10/2025 |
|---|---|

| System Inspected | Rate Good | Rate Fair | Rate Poor | Repair Needed and Action Taken or Planned |
|---|---|---|---|---|
| **Systems:**<br>Gas Leaks, Mechanical/HVAC, Sewer | X | | | |
| **Interior:**<br>Interior Surfaces | | X | | ASSISTANT PRINCIPALS OFFICE: 1 ceiling tile.<br>OFFICE: 1 broken ceiling tile.<br>ROOM # 105: Drywall damaged right side of window. Electrical wires are exposed.<br>ROOM # 108: 1 Shelf is falling.<br>ROOM # 109 LIBRARY: 2 lights are out. Missing ceiling tiles.<br>ROOM # 110: 2 lights are out. Receptical loose hanging from wall. Data cover missing.<br>ROOM # 118: Exposed concrete wall. Needs to be painted. Drywall damaged<br>ROOM # 121: Remove damaged wall paper<br>ROOM # 122: 1 ceiling tile.<br>ROOM # 123: Entrance wall need skim coat<br>WORK ROOM: 2 damaged ceiling tiles. |
| **Cleanliness:**<br>Overall Cleanliness, Pest/Vermin Infestation | X | | | |
| **Electrical** | X | | | ROOM # 105: Drywall damaged right side of window. Electrical wires are exposed.<br>ROOM # 112: T bar missing.<br>ROOM # 120: 1 light out.<br>ROOM # 124: Electrical box cover missing |
| **Restrooms/Fountains:**<br>Restrooms, Sinks/ Fountains | X | | | ROOM # 125: Front of sink protective edge falling off.<br>UPPER BOYS RESTROOM: 1 soap dispenser<br>UPPER GIRLS RESTROOM: 2 toilet seats need replacement. |
| **Safety:**<br>Fire Safety, Hazardous Materials | X | | | |
| **Structural:**<br>Structural Damage, Roofs | X | | | |
| **External:**<br>Playground/School Grounds, Windows/ Doors/Gates/Fences | | X | | KINDERGARTEN PLAYGROUND: Missing mallet to make sound.<br>MULTIPURPOSE ROOM: 3 lights out. Missing blinds.<br>ROOM # 208: Window screen is damaged<br>ROOM # 301: Ramp needs repair<br>ROOM # 302: Damaged wall and window ill. Missing window screen.<br>Room # 303: Replace window screens |

## Overall Facility Rate

| Exemplary | Good | Fair | Poor |
|---|---|---|---|
| | X | | |

## B. Pupil Outcomes

## State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

**Statewide Assessments**
(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

**College and Career Ready**
The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

### Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

ELA and mathematics test results include the Smarter Balanced Summative Assessments and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **English Language Arts/Literacy** (grades 3-8 and 11) | 30 | 33 | 30 | 33 | 47 | 48 |
| **Mathematics** (grades 3-8 and 11) | 27 | 22 | 20 | 22 | 35 | 37 |

### 2024-25 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus

the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 261 | 249 | 95.40 | 4.60 | 32.93 |
| **Female** | 115 | 113 | 98.26 | 1.74 | 32.74 |
| **Male** | 146 | 136 | 93.15 | 6.85 | 33.09 |
| **American Indian or Alaska Native** | -- | -- | -- | -- | -- |
| **Asian** | -- | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 208 | 199 | 95.67 | 4.33 | 30.15 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | 24 | 21 | 87.50 | 12.50 | 57.14 |
| **English Learners** | 59 | 57 | 96.61 | 3.39 | 8.77 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 34 | 31 | 91.18 | 8.82 | 12.90 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 229 | 217 | 94.76 | 5.24 | 30.88 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 64 | 56 | 87.50 | 12.50 | 12.50 |

## 2024-25 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 261 | 250 | 95.79 | 4.21 | 22.40 |
| **Female** | 115 | 113 | 98.26 | 1.74 | 18.58 |
| **Male** | 146 | 137 | 93.84 | 6.16 | 25.55 |
| **American Indian or Alaska Native** | -- | -- | -- | -- | -- |
| **Asian** | -- | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 208 | 200 | 96.15 | 3.85 | 20.50 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | 24 | 21 | 87.50 | 12.50 | 38.10 |
| **English Learners** | 59 | 58 | 98.31 | 1.69 | 8.62 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 34 | 31 | 91.18 | 8.82 | 12.90 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 229 | 218 | 95.20 | 4.80 | 22.48 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 64 | 56 | 87.50 | 12.50 | 7.14 |

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA for Science. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA for Science divided by the total number of students who participated in a science assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **Science** (grades 5, 8 and high school) | 19.51 | 21.98 | 16.23 | 18.14 | 30.73 | 32.33 |

## 2024-25 CAASPP Test Results in Science by Student Group

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

| Student Group | Total Enrollment | Number Tested | Percent Tested | Percent Not Tested | Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 104 | 98 | 94.23 | 5.77 | 21.43 |
| **Female** | 39 | 39 | 100.00 | 0.00 | 17.95 |
| **Male** | 65 | 59 | 90.77 | 9.23 | 23.73 |
| **American Indian or Alaska Native** | -- | -- | -- | -- | -- |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 80 | 76 | 95.00 | 5.00 | 19.74 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | 11 | 9 | 81.82 | 18.18 | -- |
| **English Learners** | 24 | 23 | 95.83 | 4.17 | 4.35 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 16 | 14 | 87.50 | 12.50 | 7.14 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 92 | 86 | 93.48 | 6.52 | 20.93 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 28 | 23 | 82.14 | 17.86 | 13.04 |

# B. Pupil Outcomes

## State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

## 2024-25 California Physical Fitness Test Participation Rates

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT requires only participation results for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

| Grade Level | Component 1: Aerobic Capacity | Component 2: Abdominal Strength and Endurance | Component 3: Trunk Extensor and Strength and Flexibility | Component 4: Upper Body Strength and Endurance | Component 5: Flexibility |
|---|---|---|---|---|---|
| **Grade 5** | 92% | 92% | 91% | 92% | 92% |

## C. Engagement

## State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

### 2025-26 Opportunities for Parental Involvement

Christa McAuliffe Elementary fosters strong parent involvement and ensures clear, accessible communication through various channels. Families stay connected via the school website, ParentSquare, Instagram, emails, phone calls, and Parent-Teacher Conferences. Regular updates are shared through the weekly Family Bulletin, ensuring parents/guardians are informed about events and opportunities.

Parents are encouraged to engage actively in leadership and advisory roles through the Parent Teacher Association (PTA), School Site Council (SSC), and English Learner Advisory Committee (ELAC). To enhance the home-school connection, the Outreach Specialist and School Counselor work closely with families, offering guidance and support.

Christa McAuliffe Elementary offers a variety of events and activities to engage families, including Back-to-School Night, Open House, Kindergarten Reading on the Lawn, and Principal Chats. Parent education workshops address topics such as nutrition, the reclassification process for English Learners, and the importance of daily attendance. Spanish translation services are available to ensure inclusivity and accessibility for all families.

The school also values partnerships with local businesses and organizations, such as the City of Oxnard, Oxnard Police Department, Ventura County Behavioral Health, Ventura County Health, and the Oxnard Recreational Department, enriching experiences for students and families alike.

## 2024-25 Chronic Absenteeism by Student Group

| Student Group | Cumulative Enrollment | Chronic Absenteeism Eligible Enrollment | Chronic Absenteeism Count | Chronic Absenteeism Rate |
|---|---|---|---|---|
| **All Students** | 527 | 508 | 151 | 29.7 |
| **Female** | 246 | 236 | 70 | 29.7 |
| **Male** | 281 | 272 | 81 | 29.8 |
| **Non-Binary** | -- | -- | -- | -- |
| **American Indian or Alaska Native** | -- | -- | -- | -- |
| **Asian** | -- | -- | -- | -- |
| **Black or African American** | 12 | 12 | 5 | 41.7 |
| **Filipino** | 14 | 14 | 1 | 7.1 |
| **Hispanic or Latino** | 424 | 412 | 125 | 30.3 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- |
| **Two or More Races** | 20 | 18 | 3 | 16.7 |
| **White** | 47 | 44 | 15 | 34.1 |
| **English Learners** | 148 | 141 | 42 | 29.8 |
| **Foster Youth** | -- | -- | -- | -- |
| **Homeless** | 79 | 73 | 30 | 41.1 |
| **Socioeconomically Disadvantaged** | 449 | 436 | 133 | 30.5 |
| **Students Receiving Migrant Education Services** | 16 | 13 | 4 | 30.8 |
| **Students with Disabilities** | 125 | 120 | 42 | 35.0 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## C. Engagement

### State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

## Suspensions and Expulsions

This table displays suspensions data.

| Suspensions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 1.84 | 2 | 1.14 | 4.91 | 3.34 | 2.35 | 3.6 | 3.28 | 2.94 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

This table displays expulsions data.

| Expulsions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 0 | 0 | 0 | 0.02 | 0.03 | 0.01 | 0.08 | 0.07 | 0.06 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2024-25 Suspensions and Expulsions by Student Group

| Student Group | Suspensions Rate | Expulsions Rate |
|---|---|---|
| **All Students** | 1.14 | 0.00 |
| **Female** | 0.41 | 0.00 |
| **Male** | 1.78 | 0.00 |
| **Non-Binary** | 0.00 | 0.00 |
| **American Indian or Alaska Native** | 0.00 | 0.00 |
| **Asian** | 0.00 | 0.00 |
| **Black or African American** | 16.67 | 0.00 |
| **Filipino** | 0.00 | 0.00 |
| **Hispanic or Latino** | 0.94 | 0.00 |
| **Native Hawaiian or Pacific Islander** | 0.00 | 0.00 |
| **Two or More Races** | 0.00 | 0.00 |
| **White** | 0.00 | 0.00 |
| **English Learners** | 0.00 | 0.00 |
| **Foster Youth** | 0.00 | 0.00 |
| **Homeless** | 0.00 | 0.00 |
| **Socioeconomically Disadvantaged** | 1.34 | 0.00 |
| **Students Receiving Migrant Education Services** | 0.00 | 0.00 |
| **Students with Disabilities** | 2.40 | 0.00 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2025-26 School Safety Plan

To safeguard the well-being of McAuliffe students and staff, the Safety Committee has developed a Comprehensive School Site Safety Plan. The Safety Plan is updated annually in the fall, incorporating input from staff, students, and parents, and all revisions and updates are reviewed immediately with the staff. Key elements of the Safety Plan focus on playground supervision, disaster drills, and emergency procedures. A final review with updates is scheduled to take place in January 2025.

The school is in compliance with all applicable laws, rules, and regulations related to hazardous materials and state earthquake standards. Safety drills for fire, lockdown, and earthquake drills are held regularly.

The safety of students and staff is a primary focus at McAuliffe Elementary School. Supervision is provided to ensure the safety of each student before school, during breaks, at lunch, and after school. Supervision is a responsibility shared among campus assistants, teachers, other staff members, and school administrators. McAuliffe is a closed campus. A security camera has been installed outside the front door, and all visitors to the campus are required to sign in at the office and wear a visitor's pass at all times.

# D. Other SARC Information

## Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

## 2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 21 | 1 | 4 | 0 |
| **1** | 23 | 0 | 2 | 0 |
| **2** | 23 | 0 | 3 | 0 |
| **3** | 23 | 0 | 4 | 0 |
| **4** | 29 | 0 | 3 | 0 |
| **5** | 21 | 1 | 3 | 0 |
| **6** | 0 | 0 | 0 | 0 |
| **Other** | 7 | 4 | 0 | 0 |

## 2023-24 Elementary Average Class Size and Class Size Distribution

This table displays the 2023-24 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 21 | 2 | 1 | 0 |
| **1** | 23 | 0 | 3 | 0 |
| **2** | 22 | 0 | 2 | 0 |
| **3** | 20 | 3 | 1 | 0 |
| **4** | 31 | 0 | 3 | 0 |
| **5** | 23 | 1 | 3 | 0 |
| **6** | 0 | 0 | 0 | 0 |
| **Other** | 9 | 6 | 0 | 0 |

## 2024-25 Elementary Average Class Size and Class Size Distribution

This table displays the 2024-25 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 21 | 1 | 2 | |
| **1** | 21 | | 3 | |
| **2** | 24 | | 3 | |
| **3** | 24 | | 2 | |
| **4** | 30 | | 3 | |
| **5** | 25 | 1 | 3 | |
| **Other** | 11 | 5 | 1 | |

## 2024-25 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

| Title | Ratio |
|---|---|
| **Pupils to Academic Counselor** | 500 |

## 2024-25 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. The "Other" category is for all other student support services staff positions not listed.

| Title | Number of FTE Assigned to School |
|---|---|
| **Counselor (Academic, Social/Behavioral or Career Development)** | 1 |
| **Library Media Teacher (Librarian)** | |
| **Library Media Services Staff (Paraprofessional)** | |
| **Psychologist** | 1.3 |
| **Social Worker** | |
| **Nurse** | |
| **Speech/Language/Hearing Specialist** | 2 |
| **Resource Specialist (non-teaching)** | |
| **Other** | |

## Fiscal Year 2023-24 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2023-24 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

| Level | Total Expenditures Per Pupil | Expenditures Per Pupil (Restricted) | Expenditures Per Pupil (Unrestricted) | Average Teacher Salary |
|---|---|---|---|---|
| **School Site** | $5,783.44 | 103.48 | 5679.95 | 129825.51 |
| **District** | N/A | N/A | 5362.06 | 114681.45 |
| **Percent Difference - School Site and District** | N/A | N/A | 5.8 | 25.2 |
| **State** | N/A | N/A | $11,146 | $101,700 |
| **Percent Difference - School Site and State** | N/A | N/A | -61.9 | 29.6 |

## Fiscal Year 2024-25 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality
and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

## Fiscal Year 2023-24 Teacher and Administrative Salaries

This table displays the 2023-24 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at http://www.cde.ca.gov/ds/fd/cs/.

| Category | District Amount | State Average for Districts in Same Category |
|---|---|---|
| **Beginning Teacher Salary** | $60,636 | $61,597 |
| **Mid-Range Teacher Salary** | $100,466 | $98,902 |
| **Highest Teacher Salary** | $131,818 | $126,340 |
| **Average Principal Salary (Elementary)** | $140,658 | $158,383 |
| **Average Principal Salary (Middle)** | $155,782 | $165,207 |
| **Average Principal Salary (High)** | | $162,237 |
| **Superintendent Salary** | $240,000 | $288,332 |
| **Percent of Budget for Teacher Salaries** | 27.88% | 31.29% |
| **Percent of Budget for Administrative Salaries** | 3.85% | 5.38% |

## Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past several school years (2021-22 to present), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. Some of the days occur before the start of school year and some occur during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

| Subject | 2023-24 | 2024-25 | 2025-26 |
|---|---|---|---|
| **Number of school days dedicated to Staff Development and Continuous Improvement** | 2 | 2 | 2 |

# McKinna Elementary School

## 2024-2025 School Accountability Report Card
## (Published During the 2025-2026 School Year)

## General Information about the School Accountability Report Card (SARC)

### SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

### DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

### California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

### Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## 2025-26 School Contact Information

| | |
|---|---|
| **School Name** | McKinna Elementary School |
| **Street** | 1600 South N Street |
| **City, State, Zip** | Oxnard, CA 93033 |
| **Phone Number** | (805) 385-1563 |
| **Principal** | Erika Ragan |
| **Email Address** | eragan@oxnardsd.org |
| **School Website** | www.oxnardsd.org/mckinna |
| **Grade Span** | TK-5 |
| **County-District-School (CDS) Code** | 56725386055354 |

## 2025-26 District Contact Information

| | |
|---|---|
| **District Name** | Oxnard School District |
| **Phone Number** | (805) 385-1501 |
| **Superintendent** | Dr. Ana DeGenna |
| **Email Address** | adegenna@oxnardsd.org |
| **District Website** | http://www.oxnardsd.org |

## 2025-26 School Description and Mission Statement

McKinna Vision:
To develop empathetic digital learners who are biliterate, critical thinkers, and creative problem solvers. Our students will be prepared for successful careers as contributing members of society.

McKinna Mission:
McKinna teachers and staff are committed to ensuring that each of our students reaches his or her full potential through high expectations, ongoing collaboration, and targeted, focused instruction. Our school's priority is to provide a safe learning environment where all students are supported academically, emotionally & socially. Our community and families are essential in achieving this mission!

The staff, parents, and students at McKinna School work together to support and maintain a safe and secure school environment that is conducive to learning and provides opportunities for each student to develop personal and social responsibility, self-esteem, respect, and consideration for others, and a high level of academic achievement. By the time students leave fifth grade, we want them to have the academic and social skills needed to be successful in the future. We are committed to empowering our students to be collaborators, innovators, problem solvers, digital learners, achievers, global thinkers, and focused on the future. At McKinna, we celebrate the diversity of our student body and feel that all children benefit from knowing, learning about, and experiencing other languages and cultures. McKinna is a learning community where student needs drive all decisions.

McKinna offers a Biliteracy Program using a 50/50 model, which means our students receive instruction in both English and Spanish daily. Our students will have the opportunity to become biliterate, bilingual, and multicultural through a rigorous academic program so they can develop to their fullest potential as global citizens.

In addition to providing intentional, appropriate, academic, social, and emotional support for students, McKinna staff will work diligently to foster strong partnerships with McKinna families. McKinna considers families the most essential partners in achieving goals within the School Plan for Student Achievement (SPSA). The McKinna staff will cultivate meaningful partnerships and authentic family engagement through healthy communication venues such as SSC, ELAC, and PTA; school events such as Family Fridays; family education opportunities like math and science nights; as well as forums for families to

## 2025-26 School Description and Mission Statement

contribute to the educational opportunities for their children. All families will be offered many opportunities to be involved in their child's schooling to learn what can be done to support their child's education.

# About this School

## 2024-25 Student Enrollment by Grade Level

| Grade Level | Number of Students |
|---|---|
| **Kindergarten** | 139 |
| **Grade 1** | 92 |
| **Grade 2** | 69 |
| **Grade 3** | 107 |
| **Grade 4** | 82 |
| **Grade 5** | 88 |
| **Total Enrollment** | 577 |

## 2024-25 Student Enrollment by Student Group

| Student Group | Percent of Total Enrollment |
|---|---|
| **Female** | 51 |
| **Male** | 49 |
| **Black or African American** | 0.5 |
| **Hispanic or Latino** | 98.3 |
| **Native Hawaiian or Pacific Islander** | 0.5 |
| **Two or More Races** | 0.2 |
| **White** | 0.5 |
| **English Learners** | 70.2 |
| **Foster Youth** | 0.2 |
| **Homeless** | 20.8 |
| **Migrant** | 6.9 |
| **Socioeconomically Disadvantaged** | 93.6 |
| **Students with Disabilities** | 10.9 |

## A. Conditions of Learning

### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

## 2021-22 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 24.6 | 95.44 | 639.4 | 88.51 | 234405.2 | 84 |
| **Intern Credential Holders Properly Assigned** | 0.5 | 1.93 | 7.6 | 1.05 | 4853 | 1.74 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 0 | 0 | 29.1 | 4.03 | 12001.5 | 4.3 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0 | 0 | 7.3 | 1.01 | 11953.1 | 4.28 |
| **Unknown/Incomplete/NA** | 0.6 | 2.59 | 38.9 | 5.39 | 15831.9 | 5.67 |
| **Total Teaching Positions** | 25.8 | 100 | 722.4 | 100 | 279044.8 | 100 |

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2022-23 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 27.5 | 98.22 | 641.2 | 88.19 | 231142.4 | 83.24 |
| **Intern Credential Holders Properly Assigned** | 0.5 | 1.78 | 5.3 | 0.74 | 5566.4 | 2 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 0 | 0 | 34 | 4.68 | 14938.3 | 5.38 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0 | 0 | 8.1 | 1.12 | 11746.9 | 4.23 |
| **Unknown/Incomplete/NA** | 0 | 0 | 38.3 | 5.28 | 14303.8 | 5.15 |
| **Total Teaching Positions** | 28 | 100 | 727.1 | 100 | 277698 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2023-24 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 25.6 | 96.25 | 608.8 | 86.98 | 230039.4 | 100 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 2.7 | 0.39 | 6213.8 | 2.23 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 1 | 3.75 | 33.6 | 4.81 | 16855 | 6.04 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0 | 0 | 9.5 | 1.37 | 12112.8 | 4.34 |
| **Unknown/Incomplete/NA** | 0 | 0 | 45.1 | 6.44 | 13705.8 | 4.91 |
| **Total Teaching Positions** | 26.6 | 100 | 700 | 100 | 278927.1 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

| Authorization/Assignment | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Permits and Waivers** | 0.00 | 0 | 0 |
| **Misassignments** | 0.00 | 0 | 1 |
| **Vacant Positions** | 0.00 | 0 | 0 |
| **Total Teachers Without Credentials and Misassignments** | 0.00 | 0 | 1 |

## Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Credentialed Teachers Authorized on a Permit or Waiver** | 0.00 | 0 | 0 |
| **Local Assignment Options** | 0.00 | 0 | 0 |
| **Total Out-of-Field Teachers** | 0.00 | 0 | 0 |

## Class Assignments

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Misassignments for English Learners** (a percentage of all the classes with English learners taught by teachers that are misassigned) | 0 | 0 | 3.8 |
| **No credential, permit or authorization to teach** (a percentage of all the classes taught by teachers with no record of an authorization to teach) | 0 | 0 | 0 |

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

## 2025-26 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 15, 2025 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

| | |
|---|---|
| **Year and month in which the data were collected** | October 2025 |

| Subject | List of Textbooks and Other Instructional Materials / Indicate if from Most Recent Adoption / Year of Adoption | Percent Students Lacking Own Assigned Copy |
|---|---|---|
| **Reading/Language Arts** | McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016 | 0 |
| **Mathematics** | McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015 | 0 |
| **Science** | Imagine Learning, Twig Science for grades K-5, adopted 2022 | 0 |
| **History-Social Science** | Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023 | 0 |

Note: Cells with N/A values do not require data.

## School Facility Conditions and Planned Improvements

McKinna School was completed and dedicated in February of 2020. This campus comprises 31 classrooms, administration offices, a multipurpose room, a kitchen, a lounge, a library, a playground, a speech room, a computer lab, and two Pre-K classrooms. The most recent inspections resulted in an overall “Exemplary” rating.

| | |
|---|---|
| **Year and month of the most recent FIT report** | 7/10/2025 |

| System Inspected | Rate Good | Rate Fair | Rate Poor | Repair Needed and Action Taken or Planned |
|---|---|---|---|---|

## School Facility Conditions and Planned Improvements

| | | | | |
|---|---|---|---|---|
| **Systems:**<br>Gas Leaks, Mechanical/HVAC, Sewer | X | | | |
| **Interior:**<br>Interior Surfaces | X | | | Classroom # 431: Patch and paint ceiling.<br>Classroom # 432: Patch and paint ceiling. |
| **Cleanliness:**<br>Overall Cleanliness, Pest/Vermin Infestation | X | | | |
| **Electrical** | X | | | Classroom # 230: White board needs screws on top. |
| **Restrooms/Fountains:**<br>Restrooms, Sinks/ Fountains | X | | | Boys RR: 1 soap dispenser missing.<br>Classroom # 405: Drinking fountain not working.<br>Classroom # 406: Drinking fountain not working. |
| **Safety:**<br>Fire Safety, Hazardous Materials | X | | | |
| **Structural:**<br>Structural Damage, Roofs | X | | | |
| **External:**<br>Playground/School Grounds, Windows/ Doors/Gates/Fences | X | | | |

## Overall Facility Rate

| Exemplary | Good | Fair | Poor |
|---|---|---|---|
| X | | | |

## B. Pupil Outcomes

## State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

**Statewide Assessments**
(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

**College and Career Ready**
The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

### Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

ELA and mathematics test results include the Smarter Balanced Summative Assessments and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **English Language Arts/Literacy** (grades 3-8 and 11) | 18 | 18 | 30 | 33 | 47 | 48 |
| **Mathematics** (grades 3-8 and 11) | 17 | 16 | 20 | 22 | 35 | 37 |

### 2024-25 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus

the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 274 | 274 | 100.00 | 0.00 | 18.25 |
| **Female** | 142 | 142 | 100.00 | 0.00 | 22.54 |
| **Male** | 132 | 132 | 100.00 | 0.00 | 13.64 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | 0 | 0 | 0 | 0 | 0 |
| **Filipino** | 0 | 0 | 0 | 0 | 0 |
| **Hispanic or Latino** | 271 | 271 | 100.00 | 0.00 | 18.45 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | 0 | 0 | 0 | 0 | 0 |
| **English Learners** | 187 | 187 | 100.00 | 0.00 | 8.02 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 67 | 67 | 100.00 | 0.00 | 2.99 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 263 | 263 | 100.00 | 0.00 | 17.11 |
| **Students Receiving Migrant Education Services** | 21 | 21 | 100.00 | 0.00 | 0.00 |
| **Students with Disabilities** | 21 | 21 | 100.00 | 0.00 | 9.52 |

## 2024-25 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 274 | 274 | 100.00 | 0.00 | 16.18 |
| **Female** | 142 | 142 | 100.00 | 0.00 | 15.71 |
| **Male** | 132 | 132 | 100.00 | 0.00 | 16.67 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | 0 | 0 | 0 | 0 | 0 |
| **Filipino** | 0 | 0 | 0 | 0 | 0 |
| **Hispanic or Latino** | 271 | 271 | 100.00 | 0.00 | 15.99 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | 0 | 0 | 0 | 0 | 0 |
| **English Learners** | 187 | 187 | 100.00 | 0.00 | 9.19 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 67 | 67 | 100.00 | 0.00 | 7.58 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 263 | 263 | 100.00 | 0.00 | 15.71 |
| **Students Receiving Migrant Education Services** | 21 | 21 | 100.00 | 0.00 | 20.00 |
| **Students with Disabilities** | 21 | 21 | 100.00 | 0.00 | 0.00 |

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA for Science. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA for Science divided by the total number of students who participated in a science assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **Science** (grades 5, 8 and high school) | 14.49 | 10.47 | 16.23 | 18.14 | 30.73 | 32.33 |

## 2024-25 CAASPP Test Results in Science by Student Group

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

| Student Group | Total Enrollment | Number Tested | Percent Tested | Percent Not Tested | Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 86 | 86 | 100.00 | 0.00 | 10.47 |
| **Female** | 50 | 50 | 100.00 | 0.00 | 10.00 |
| **Male** | 36 | 36 | 100.00 | 0.00 | 11.11 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | 0 | 0 | 0 | 0 | 0 |
| **Filipino** | 0 | 0 | 0 | 0 | 0 |
| **Hispanic or Latino** | 86 | 86 | 100.00 | 0.00 | 10.47 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | 0 | 0 | 0 | 0 | 0 |
| **White** | 0 | 0 | 0 | 0 | 0 |
| **English Learners** | 52 | 52 | 100.00 | 0.00 | 1.92 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 23 | 23 | 100.00 | 0.00 | 4.35 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 84 | 84 | 100.00 | 0.00 | 10.71 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | -- | -- | -- | -- | -- |

# B. Pupil Outcomes

## State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

## 2024-25 California Physical Fitness Test Participation Rates

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT requires only participation results for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

| Grade Level | Component 1: Aerobic Capacity | Component 2: Abdominal Strength and Endurance | Component 3: Trunk Extensor and Strength and Flexibility | Component 4: Upper Body Strength and Endurance | Component 5: Flexibility |
|---|---|---|---|---|---|
| **Grade 5** | 98% | 99% | 99% | 100% | 99% |

## C. Engagement

## State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

### 2025-26 Opportunities for Parental Involvement

McKinna considers families the most essential partners in achieving goals to improve student outcomes. The McKinna staff will cultivate meaningful partnerships and authentic family engagement through healthy communication venues such as SSC, ELAC, PTA, and school events. We will provide family education opportunities through math and literacy nights, as well as forums for families to contribute to the educational opportunities for their children. Our Family Fridays allow parents to come and read with their children. Parent workshops are hosted to assist families in supporting students' academic and social-emotional development. Families will be informed of opportunities to be involved with our school through calls, text messages, emails, social media, our school website, and weekly ParentSquare announcements.

Additionally, McKinna partners with organizations to provide workshops for families. Agencies such as Ventura County Behavioral Health and Logrando Bienestar offer workshops and services to families for mental health support. McKinna's Outreach Consultant works with the school Social Worker to connect resources to families. Project 2 INSPIRE classes have been offered through District support to increase EL parent engagement, leadership, and advocacy. In addition, McKinna staff offers opportunities for parents to attend workshops to promote literacy, math, technology, art, and cultural events to support their child's education.

McKinna School also benefits from an extremely active and involved Parent-Teacher Association (PTA). The PTA works with the community through various school fundraisers, school activities, and field trips.

In addition to being a decision-making body, parents within the SSC and ELAC are welcome to listen to speakers from the district and outside resources during designated ELAC, SSC, Title I meetings, and special events. Information and resources to promote child safety, child nutrition, and child development are shared at these venues.

## 2024-25 Chronic Absenteeism by Student Group

| Student Group | Cumulative Enrollment | Chronic Absenteeism Eligible Enrollment | Chronic Absenteeism Count | Chronic Absenteeism Rate |
|---|---|---|---|---|
| **All Students** | 602 | 590 | 125 | 21.2 |
| **Female** | 304 | 299 | 62 | 20.7 |
| **Male** | 298 | 291 | 63 | 21.6 |
| **Non-Binary** | -- | -- | -- | -- |
| **American Indian or Alaska Native** | -- | -- | -- | -- |
| **Asian** | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- |
| **Hispanic or Latino** | 592 | 580 | 125 | 21.6 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- |
| **White** | -- | -- | -- | -- |
| **English Learners** | 423 | 417 | 77 | 18.5 |
| **Foster Youth** | -- | -- | -- | -- |
| **Homeless** | 138 | 133 | 24 | 18.0 |
| **Socioeconomically Disadvantaged** | 569 | 557 | 123 | 22.1 |
| **Students Receiving Migrant Education Services** | 58 | 58 | 8 | 13.8 |
| **Students with Disabilities** | 78 | 75 | 21 | 28.0 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

# C. Engagement

## State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

## Suspensions and Expulsions

This table displays suspensions data.

| Suspensions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 1.71 | 0.8 | 0.83 | 4.91 | 3.34 | 2.35 | 3.6 | 3.28 | 2.94 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

This table displays expulsions data.

| Expulsions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 0 | 0 | 0 | 0.02 | 0.03 | 0.01 | 0.08 | 0.07 | 0.06 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2024-25 Suspensions and Expulsions by Student Group

| Student Group | Suspensions Rate | Expulsions Rate |
|---|---|---|
| **All Students** | 0.83 | 0.00 |
| **Female** | 0.66 | 0.00 |
| **Male** | 1.01 | 0.00 |
| **Non-Binary** | 0.00 | 0.00 |
| **American Indian or Alaska Native** | 0.00 | 0.00 |
| **Asian** | 0.00 | 0.00 |
| **Black or African American** | 0.00 | 0.00 |
| **Filipino** | 0.00 | 0.00 |
| **Hispanic or Latino** | 0.84 | 0.00 |
| **Native Hawaiian or Pacific Islander** | 0.00 | 0.00 |
| **Two or More Races** | 0.00 | 0.00 |
| **White** | 0.00 | 0.00 |
| **English Learners** | 0.71 | 0.00 |
| **Foster Youth** | 0.00 | 0.00 |
| **Homeless** | 1.45 | 0.00 |
| **Socioeconomically Disadvantaged** | 0.88 | 0.00 |
| **Students Receiving Migrant Education Services** | 0.00 | 0.00 |
| **Students with Disabilities** | 3.85 | 0.00 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2025-26 School Safety Plan

The safety of students and staff is a priority at McKinna School. The McKinna community works collaboratively to foster responsive, restorative systems within a Multi-Tiered Systems of Support (MTSS) framework to create a healthy learning environment where students thrive. McKinna staff is committed to the implementation of a proactive and positive behavior support system (PBIS), school-wide. The PBIS Leadership Team works within the Safe & Civil School model through a continuous improvement process to guide the entire staff through the construction and implementation of a comprehensive approach to behavior support. This approach is proactive, positive, and instructional, offering an alternative means of correction to address student behavior that preserves student attendance and builds student responsibility, self-control, and civic awareness. The goal of the Safe and Civil School model is to reduce all behavioral and motivational barriers to learning by promoting safety and pro-social behavior, by supporting both academic and social-emotional learning, and by enhancing staff consistency in teaching positive behavior expectations school-wide. McKinna staff will continue to incorporate a collaborative approach and common language for teaching students self-regulation and peaceful problem-solving strategies for fostering social-emotional development.

To safeguard the well-being of students and staff, a comprehensive School Site Safety Plan has been developed by the Safety Committee and is reviewed regularly with the McKinna staff and the School Site Council on an annual basis. Key elements of the Safety Plan focus on playground supervision, emergency procedures, and the implementation of PBIS and restorative justice to create a safe and healthy environment for learning. The Safety Plan highlights strategies to promote student resilience and help develop self-regulation, self-confidence, responsibility, and stress management, all factors leading to a safe environment.

The school is in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. Safety drills are held regularly; fire drills are held monthly, and earthquake and lockdown drills are held each trimester.

McKinna's campus is closed during hours when students are present. All visitors to the campus must sign in at the office and wear a visitor’s pass at all times. Supervision is provided to ensure the safety of each student before school, during breaks, at lunch, and after school. Supervision is a responsibility shared among campus supervisors, teachers, staff, and the school administration.

## D. Other SARC Information

## Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

## 2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| K | 24 | 0 | 5 | 0 |
| 1 | 23 | 0 | 6 | 0 |
| 2 | 23 | 0 | 4 | 0 |
| 3 | 20 | 3 | 2 | 0 |
| 4 | 27 | 0 | 3 | 0 |
| 5 | 30 | 0 | 3 | 0 |
| 6 | 0 | 0 | 0 | 0 |
| Other | 0 | 0 | 0 | 0 |

## 2023-24 Elementary Average Class Size and Class Size Distribution

This table displays the 2023-24 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| K | 23 | 0 | 4 | 0 |
| 1 | 23 | 0 | 3 | 0 |
| 2 | 23 | 0 | 5 | 0 |
| 3 | 22 | 1 | 3 | 0 |
| 4 | 32 | 0 | 3 | 0 |
| 5 | 20 | 1 | 3 | 0 |
| 6 | 0 | 0 | 0 | 0 |
| Other | 14 | 1 | 0 | 0 |

## 2024-25 Elementary Average Class Size and Class Size Distribution

This table displays the 2024-25 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 23 | | 4 | |
| **1** | 23 | | 4 | |
| **2** | 23 | | 3 | |
| **3** | 21 | 2 | 3 | |
| **4** | 27 | | 3 | |
| **5** | 23 | 1 | 3 | |
| **Other** | 16 | 1 | | |

## 2024-25 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

| Title | Ratio |
|---|---|
| **Pupils to Academic Counselor** | 570 |

## 2024-25 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. The "Other" category is for all other student support services staff positions not listed.

| Title | Number of FTE Assigned to School |
|---|---|
| **Counselor (Academic, Social/Behavioral or Career Development)** | 1 |
| **Library Media Teacher (Librarian)** | |
| **Library Media Services Staff (Paraprofessional)** | |
| **Psychologist** | 1.5 |
| **Social Worker** | |
| **Nurse** | |
| **Speech/Language/Hearing Specialist** | 1.5 |
| **Resource Specialist (non-teaching)** | |
| **Other** | |

## Fiscal Year 2023-24 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2023-24 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

| Level | Total Expenditures Per Pupil | Expenditures Per Pupil (Restricted) | Expenditures Per Pupil (Unrestricted) | Average Teacher Salary |
|---|---|---|---|---|
| **School Site** | $6,070.27 | $118.90 | $5,951.37 | $111,641.08 |
| **District** | N/A | N/A | $5,362.06 | $114,681.45 |
| **Percent Difference - School Site and District** | N/A | N/A | 10.4 | 10.3 |
| **State** | N/A | N/A | $11,146 | $101,700 |
| **Percent Difference - School Site and State** | N/A | N/A | -57.6 | 14.7 |

## Fiscal Year 2024-25 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality
and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

## Fiscal Year 2023-24 Teacher and Administrative Salaries

This table displays the 2023-24 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at http://www.cde.ca.gov/ds/fd/cs/.

| Category | District Amount | State Average for Districts in Same Category |
|---|---|---|
| **Beginning Teacher Salary** | $60,636 | $61,597 |
| **Mid-Range Teacher Salary** | $100,466 | $98,902 |
| **Highest Teacher Salary** | $131,818 | $126,340 |
| **Average Principal Salary (Elementary)** | $140,658 | $158,383 |
| **Average Principal Salary (Middle)** | $155,782 | $165,207 |
| **Average Principal Salary (High)** | | $162,237 |
| **Superintendent Salary** | $240,000 | $288,332 |
| **Percent of Budget for Teacher Salaries** | 27.88% | 31.29% |
| **Percent of Budget for Administrative Salaries** | 3.85% | 5.38% |

## Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

## Professional Development

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past several school years (2021-22 to present), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. Some of the days occur before the start of school year and some occur during the school year.  In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

| Subject | 2023-24 | 2024-25 | 2025-26 |
|---|---|---|---|
| **Number of school days dedicated to Staff Development and Continuous Improvement** | 2 | 2 | 2 |

# Ramona Elementary School

## 2024-2025 School Accountability Report Card
## (Published During the 2025-2026 School Year)

## General Information about the School Accountability Report Card (SARC)

### SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

### DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

### California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

### Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## 2025-26 School Contact Information

| | |
|---|---|
| **School Name** | Ramona Elementary School |
| **Street** | 804 Cooper Road |
| **City, State, Zip** | Oxnard, CA 93030 |
| **Phone Number** | (805) 385-1569 |
| **Principal** | Maria G. Baro |
| **Email Address** | mbaro@oxnardsd.org |
| **School Website** | https://www.oxnardsd.org/ramona |
| **Grade Span** | TK-5 |
| **County-District-School (CDS) Code** | 56725386055362 |

## 2025-26 District Contact Information

| | |
|---|---|
| **District Name** | Oxnard School District |
| **Phone Number** | (805) 385-1501 |
| **Superintendent** | Dr. Ana DeGenna |
| **Email Address** | adegenna@oxnardsd.org |
| **District Website** | http://www.oxnardsd.org |

## 2025-26 School Description and Mission Statement

Ramona Elementary School is located on the east side of Oxnard, where the population is predominantly of Latino descent, with a significant immigrant population. Our school is comprised of 99.8% Hispanic or Latino, 98.3% socioeconomically disadvantaged, and 87.6% English language learners. Within our group of students who are designated as English language learners, 10.85% percent have a background of dialects such as Mixtec and Zapotec.

Ramona's mission is: ALL students will learn grade-level standards. This will be accomplished by providing effective first instruction, promoting a safe learning environment where students feel free to experiment and become critical thinkers. At Ramona, all staff members are dedicated to the success of every student. We critically examine and determine what actions empower our students and which areas need further development to achieve greater success. Professional Learning Community teams collaborate after assessment administration to analyze data from formative assessments, such as Star Early Literacy, Reading, and Math; CAASPP Interim Assessment Blocks; writing prompts; ELD assessments; curriculum-embedded assessments; and summative assessments (CAASPP, ELPAC) to monitor and identify key learning targets. Teachers use grade-level data to plan lessons, identify instructional strategies, reflect on, improve, and advance their instructional practices, and target students' needs for intervention and acceleration.

Ramona Elementary provides a 50/50 Biliteracy Program for all grades. Our literacy instruction includes compelling reading and writing strategies to support student-centered practice. We believe in the importance of first instruction and the idea that students learn to read and write through an inquiry-based balanced literacy approach, which includes mastery of foundational literacy skills.

We use technology to individualize and personalize learning while creating critical, independent thinkers. To create an environmentally responsible campus, we provide a supportive environment that addresses all students' needs, including nutrition, physical, social-emotional, safety, and intellectual growth.

We have aligned our mission, vision, and purpose to reflect the Oxnard School District student profile, where our goal is to promote students with the following traits:
Collaborator: Students will be collaborative learners, able to communicate and learn through and with others.
Digital Learner: Students will be technologically, artistically, academically, and linguistically prepared to succeed and lead.

## 2025-26 School Description and Mission Statement

Focused on the Future: Students will be high school, college, and career ready, challenged to select rigorous courses, and equipped with the tools, knowledge, and skills to be prepared for the future.
Global Thinker: Students will be compassionate, multilingual, and inclusive, able to understand and convey pride in their identity, heritage, and history.
Achiever: Students will demonstrate their knowledge of local and state measures in all academic areas.
Problem Solver: Students will be confident and solution-oriented, demonstrate a growth mindset, and advocate for themselves and others.
Innovator Students will be creative writers, successful readers, and mathematical thinkers, able to create, design, and apply new knowledge in various contexts.

# About this School

## 2024-25 Student Enrollment by Grade Level

| Grade Level | Number of Students |
|---|---|
| **Kindergarten** | 134 |
| **Grade 1** | 87 |
| **Grade 2** | 90 |
| **Grade 3** | 67 |
| **Grade 4** | 99 |
| **Grade 5** | 91 |
| **Total Enrollment** | 568 |

## 2024-25 Student Enrollment by Student Group

| Student Group | Percent of Total Enrollment |
|---|---|
| **Female** | 48.9 |
| **Male** | 51.1 |
| **Asian** | 0.2 |
| **Hispanic or Latino** | 99.8 |
| **English Learners** | 79.9 |
| **Foster Youth** | 0.4 |
| **Homeless** | 37 |
| **Migrant** | 9.2 |
| **Socioeconomically Disadvantaged** | 97.9 |
| **Students with Disabilities** | 10.6 |

## A. Conditions of Learning

### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

## 2021-22 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 23.1 | 97.15 | 639.4 | 88.51 | 234405.2 | 84 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 7.6 | 1.05 | 4853 | 1.74 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 0 | 0 | 29.1 | 4.03 | 12001.5 | 4.3 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0 | 0 | 7.3 | 1.01 | 11953.1 | 4.28 |
| **Unknown/Incomplete/NA** | 0.6 | 2.85 | 38.9 | 5.39 | 15831.9 | 5.67 |
| **Total Teaching Positions** | 23.8 | 100 | 722.4 | 100 | 279044.8 | 100 |

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2022-23 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 26 | 96.31 | 641.2 | 88.19 | 231142.4 | 83.24 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 5.3 | 0.74 | 5566.4 | 2 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 1 | 3.69 | 34 | 4.68 | 14938.3 | 5.38 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0 | 0 | 8.1 | 1.12 | 11746.9 | 4.23 |
| **Unknown/Incomplete/NA** | 0 | 0 | 38.3 | 5.28 | 14303.8 | 5.15 |
| **Total Teaching Positions** | 27 | 100 | 727.1 | 100 | 277698 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2023-24 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 24.2 | 94.16 | 608.8 | 86.98 | 230039.4 | 100 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 2.7 | 0.39 | 6213.8 | 2.23 |
| **Teachers Without Credentials and Misassignments ("ineffective" under ESSA)** | 1.5 | 5.84 | 33.6 | 4.81 | 16855 | 6.04 |
| **Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)** | 0 | 0 | 9.5 | 1.37 | 12112.8 | 4.34 |
| **Unknown/Incomplete/NA** | 0 | 0 | 45.1 | 6.44 | 13705.8 | 4.91 |
| **Total Teaching Positions** | 25.7 | 100 | 700 | 100 | 278927.1 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

| Authorization/Assignment | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Permits and Waivers** | 0.00 | 1 | 1.5 |
| **Misassignments** | 0.00 | 0 | 0 |
| **Vacant Positions** | 0.00 | 0 | 0 |
| **Total Teachers Without Credentials and Misassignments** | 0.00 | 1 | 1.5 |

## Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Credentialed Teachers Authorized on a Permit or Waiver** | 0.00 | 0 | 0 |
| **Local Assignment Options** | 0.00 | 0 | 0 |
| **Total Out-of-Field Teachers** | 0.00 | 0 | 0 |

## Class Assignments

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Misassignments for English Learners** (a percentage of all the classes with English learners taught by teachers that are misassigned) | 0 | 0 | 0 |
| **No credential, permit or authorization to teach** (a percentage of all the classes taught by teachers with no record of an authorization to teach) | 0 | 0 | 0 |

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

## 2025-26 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 15, 2025 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

| | |
|---|---|
| **Year and month in which the data were collected** | October 2025 |

| Subject | List of Textbooks and Other Instructional Materials / Indicate if from Most Recent Adoption / Year of Adoption | Percent Students Lacking Own Assigned Copy |
|---|---|---|
| **Reading/Language Arts** | McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016 | 0 |
| **Mathematics** | McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015 | 0 |
| **Science** | Imagine Learning, Twig Science for grades K-5, adopted 2022 | 0 |
| **History-Social Science** | Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023 | 0 |

Note: Cells with N/A values do not require data.

## School Facility Conditions and Planned Improvements

Ramona School, originally constructed in 1999, is currently comprised of 27 classrooms, 3 portables, a library, two teacher workrooms, a cafeteria/multipurpose room, and three playground structures. The most recent inspections resulted in an overall “Good” rating.

| | |
|---|---|
| **Year and month of the most recent FIT report** | 7/10/2025 |

| System Inspected | Rate Good | Rate Fair | Rate Poor | Repair Needed and Action Taken or Planned |
|---|---|---|---|---|

## School Facility Conditions and Planned Improvements

| | | | | |
|---|---|---|---|---|
| **Systems:**<br>Gas Leaks, Mechanical/HVAC, Sewer | X | | | Bldg. # 800 Boys Restroom: HVAC exhaust grill is dirty.<br>Room # 1202: Drinking fountain push button is loose. |
| **Interior:**<br>Interior Surfaces | | X | | Bldg. # 10 Staff Restroom: Missing door stopper. Damaged flooring around toilet seat.<br>Bldg. # 100 Administration: Stained ceiling tiles.<br>Bldg. # 200 Multipurpose Room: Boys restroom urinal not flushing. Ceiling tiles are missing.<br>Bldg. # 400 Core Room: Ceiling tiles are off grid. 3 light fixtures are not working.<br>Bldg. # 500 Core Room: Replace damages ceiling tiles. 2 light fixtures are out.<br>Room # 301: Stained ceiling tiles.<br>Room # 304: Missing restroom slen.<br>Room # 310: Stained ceiling tiles.<br>Room # 313: Stained ceiling tiles.<br>Room # 501: Stained ceiling tiles and coming off grid. 1 blind missing.<br>Room # 503: Damaged floor tiles.<br>Room # 605: Damaged ceiling tiles. Drinking fountain is not working. |
| **Cleanliness:**<br>Overall Cleanliness, Pest/Vermin Infestation | X | | | |
| **Electrical** | | X | | Bldg. # 200 Staff Lounge: 1 light fixture is out.<br>Bldg. # 400 Core Room: Ceiling tiles are off grid. 3 light fixtures are not working.<br>Bldg. # 500 Core Room: Replace damages ceiling tiles. 2 light fixtures are out.<br>Bldg. # 900 Girls Restroom: Lamps are all out.<br>Bldg. #800 Girls Restroom: 1 light fixture is out.<br>Room # 1201: 1 light fixture is out.<br>Room # 406: 1 light fixture is out. Sink faucet is loose. |
| **Restrooms/Fountains:**<br>Restrooms, Sinks/ Fountains | | X | | Bldg. # 200 Multipurpose Room: Boys restroom urinal not flushing. Ceiling tiles are missing.<br>Bldg. # 700 Boys Restroom: Urinal not working.<br>Bldg. # 900 Boys Restroom: No running water on urinals.<br>Room # 1202: Drinking fountain push button is loose.<br>Room # 406: 1 light fixture is out. Sink faucet is loose.<br>Room # 602: Sink cabinet door need adjusting.<br>Room # 604: Door to coreroom is not aligned and will not close properly. Sink open/close handle leaks.<br>Room # 605: Damaged ceiling tiles. Drinking fountain is not working. |
| **Safety:**<br>Fire Safety, Hazardous Materials | X | | | |
| **Structural:**<br>Structural Damage, Roofs | X | | | |
| **External:**<br>Playground/School Grounds, Windows/ Doors/Gates/Fences | X | | | Bldg # 13 Room 1301 Kinder Flex: Right door does not lock.<br>Bldg. # 11 NFL Pre-School: Missings blinds.<br>Room # 1202: Drinking fountain push button is loose. |

## School Facility Conditions and Planned Improvements

| | | | | |
|---|---|---|---|---|
| | | | | Room # 405: 1 blind missing.<br>Room # 501: Stained ceiling tiles and coming off grid. 1 blind missing.<br>Room # 604: Door to coreroom is not aligned and will not close properly. Sink open/close handle leaks. |

## Overall Facility Rate

| Exemplary | Good | Fair | Poor |
|---|---|---|---|
| | X | | |

## B. Pupil Outcomes

### State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

**Statewide Assessments**
(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

**College and Career Ready**
The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

## Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

ELA and mathematics test results include the Smarter Balanced Summative Assessments and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **English Language Arts/Literacy** (grades 3-8 and 11) | 12 | 22 | 30 | 33 | 47 | 48 |
| **Mathematics** (grades 3-8 and 11) | 11 | 11 | 20 | 22 | 35 | 37 |

## 2024-25 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 255 | 250 | 98.04 | 1.96 | 22.00 |
| **Female** | 130 | 126 | 96.92 | 3.08 | 28.57 |
| **Male** | 125 | 124 | 99.20 | 0.80 | 15.32 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | 0 | 0 | 0 | 0 | 0 |
| **Filipino** | 0 | 0 | 0 | 0 | 0 |
| **Hispanic or Latino** | 255 | 250 | 98.04 | 1.96 | 22.00 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | 0 | 0 | 0 | 0 | 0 |

| | | | | | |
|---|---|---|---|---|---|
| **White** | 0 | 0 | 0 | 0 | 0 |
| **English Learners** | 193 | 188 | 97.41 | 2.59 | 10.64 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 90 | 86 | 95.56 | 4.44 | 16.28 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 251 | 246 | 98.01 | 1.99 | 21.95 |
| **Students Receiving Migrant Education Services** | 22 | 20 | 90.91 | 9.09 | 20.00 |
| **Students with Disabilities** | 28 | 28 | 100.00 | 0.00 | 3.57 |

## 2024-25 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 255 | 255 | 100.00 | 0.00 | 11.37 |
| **Female** | 130 | 130 | 100.00 | 0.00 | 10.77 |
| **Male** | 125 | 125 | 100.00 | 0.00 | 12.00 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | 0 | 0 | 0 | 0 | 0 |
| **Filipino** | 0 | 0 | 0 | 0 | 0 |
| **Hispanic or Latino** | 255 | 255 | 100.00 | 0.00 | 11.37 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | 0 | 0 | 0 | 0 | 0 |
| **White** | 0 | 0 | 0 | 0 | 0 |
| **English Learners** | 193 | 193 | 100.00 | 0.00 | 7.77 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 90 | 90 | 100.00 | 0.00 | 8.89 |
| **Military** | 0 | 0 | 0 | 0 | 0 |

| | | | | | |
|---|---|---|---|---|---|
| **Socioeconomically Disadvantaged** | 251 | 251 | 100.00 | 0.00 | 11.16 |
| **Students Receiving Migrant Education Services** | 22 | 22 | 100.00 | 0.00 | 13.64 |
| **Students with Disabilities** | 28 | 28 | 100.00 | 0.00 | 0.00 |

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA for Science. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA for Science divided by the total number of students who participated in a science assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **Science** (grades 5, 8 and high school) | 5.95 | 7.69 | 16.23 | 18.14 | 30.73 | 32.33 |

## 2024-25 CAASPP Test Results in Science by Student Group

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

| Student Group | Total Enrollment | Number Tested | Percent Tested | Percent Not Tested | Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 91 | 91 | 100.00 | 0.00 | 7.69 |
| **Female** | 50 | 50 | 100.00 | 0.00 | 8.00 |
| **Male** | 41 | 41 | 100.00 | 0.00 | 7.32 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | 0 | 0 | 0 | 0 | 0 |
| **Filipino** | 0 | 0 | 0 | 0 | 0 |
| **Hispanic or Latino** | 91 | 91 | 100.00 | 0.00 | 7.69 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | 0 | 0 | 0 | 0 | 0 |
| **White** | 0 | 0 | 0 | 0 | 0 |
| **English Learners** | 61 | 61 | 100.00 | 0.00 | 1.64 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 27 | 27 | 100.00 | 0.00 | 0.00 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 90 | 90 | 100.00 | 0.00 | 6.67 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 11 | 11 | 100.00 | 0.00 | 0.00 |

# B. Pupil Outcomes

## State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

## 2024-25 California Physical Fitness Test Participation Rates

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT requires only participation results for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

| Grade Level | Component 1: Aerobic Capacity | Component 2: Abdominal Strength and Endurance | Component 3: Trunk Extensor and Strength and Flexibility | Component 4: Upper Body Strength and Endurance | Component 5: Flexibility |
|---|---|---|---|---|---|
| **Grade 5** | 100% | 100% | 100% | 100% | 100% |

## C. Engagement

## State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

### 2025-26 Opportunities for Parental Involvement

Parent involvement is a crucial element for continued academic success at Ramona School. Parents are welcomed to Ramona School throughout the school year through parent meetings, programs, events, and volunteer opportunities such as: Coffee with the Principal, Title I meetings, School Site Council (SSC), English Learner Advisory Community (ELAC), parent nights (e.g. Back-To-School Night, Open House, Family Tech Nights, Family Nights), and awards assemblies. Teachers regularly communicate with parents through ParentSquare, phone calls, texts, the Canvas learning management system, ClassDojo, written notes, parent conferences, and various activities. Teachers use standards-based progress reports and assessment data at parent/teacher conferences to inform parents of their child's progress. Ramona staff also conducts parent education nights to help parents support their children in an academic setting. Our Outreach Consultant (ORC) facilitates parenting classes in English and Spanish, with Mixtec translation, as needed, to encourage participation and support positive interaction with their children. We provide the Latino Family Literacy Project, designed to teach parents how to keep their children reading while encouraging parent literacy. Parent Information Nights are held throughout the year, which focus on math, reading, and DLI, and assist in transitioning kindergarteners and 5th graders into their new school settings.

To support further parent involvement, we provide Spanish-speaking and Mixtec translators at meetings to better communicate vital information to parents. Ramona School has forged numerous partnerships with local businesses throughout the community, including, but not limited to, the City of Oxnard, the Oxnard Police Department, the Mixtec Indigenous Community Organizing Project (MICOP), Ventura County Behavioral Health, Ventura County Public Health, and the Oxnard Recreation Department. Some community-sponsored opportunities are: Parent Project, Loving Solutions, VCBH Logrando Bienestar, and Viviendo con Amor.

We continue to involve parents in their children's education as we believe that parents play a crucial part in their development and academic success.

## 2024-25 Chronic Absenteeism by Student Group

| Student Group | Cumulative Enrollment | Chronic Absenteeism Eligible Enrollment | Chronic Absenteeism Count | Chronic Absenteeism Rate |
|---|---|---|---|---|
| **All Students** | 602 | 588 | 99 | 16.8 |
| **Female** | 298 | 287 | 48 | 16.7 |
| **Male** | 304 | 301 | 51 | 16.9 |
| **Non-Binary** | -- | -- | -- | -- |
| **American Indian or Alaska Native** | -- | -- | -- | -- |
| **Asian** | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- |
| **Hispanic or Latino** | 601 | 587 | 99 | 16.9 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- |
| **White** | -- | -- | -- | -- |
| **English Learners** | 478 | 470 | 70 | 14.9 |
| **Foster Youth** | -- | -- | -- | -- |
| **Homeless** | 233 | 226 | 32 | 14.2 |
| **Socioeconomically Disadvantaged** | 590 | 576 | 98 | 17.0 |
| **Students Receiving Migrant Education Services** | 80 | 79 | 10 | 12.7 |
| **Students with Disabilities** | 71 | 71 | 15 | 21.1 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## C. Engagement

### State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

## Suspensions and Expulsions

This table displays suspensions data.

| Suspensions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 0 | 1.02 | 0.17 | 4.91 | 3.34 | 2.35 | 3.6 | 3.28 | 2.94 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

This table displays expulsions data.

| Expulsions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 0 | 0 | 0 | 0.02 | 0.03 | 0.01 | 0.08 | 0.07 | 0.06 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2024-25 Suspensions and Expulsions by Student Group

| Student Group | Suspensions Rate | Expulsions Rate |
|---|---|---|
| **All Students** | 0.17 | 0.00 |
| **Female** | 0.00 | 0.00 |
| **Male** | 0.33 | 0.00 |
| **Non-Binary** | 0.00 | 0.00 |
| **American Indian or Alaska Native** | 0.00 | 0.00 |
| **Asian** | 0.00 | 0.00 |
| **Black or African American** | 0.00 | 0.00 |
| **Filipino** | 0.00 | 0.00 |
| **Hispanic or Latino** | 0.17 | 0.00 |
| **Native Hawaiian or Pacific Islander** | 0.00 | 0.00 |
| **Two or More Races** | 0.00 | 0.00 |
| **White** | 0.00 | 0.00 |
| **English Learners** | 0.21 | 0.00 |
| **Foster Youth** | 0.00 | 0.00 |
| **Homeless** | 0.00 | 0.00 |
| **Socioeconomically Disadvantaged** | 0.17 | 0.00 |
| **Students Receiving Migrant Education Services** | 0.00 | 0.00 |
| **Students with Disabilities** | 1.41 | 0.00 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2025-26 School Safety Plan

The safety of students and staff is a priority of the Ramona School community. Supervision is a responsibility shared among playground assistants, teachers, administration, and other school staff. Campus assistants monitor students before, during breaks, lunch, and after school. To safeguard the well-being of students and staff, a Comprehensive School Site Safety Plan has been developed in conjunction with the Leadership Team/Safety Committee and reviewed annually by staff and parents. Key elements of the Comprehensive Safety Plan focus on playground supervision, behavior support, and emergency procedures.

We will continue to implement CHAMPs, a Positive Behavior Intervention Support plan (PBIS), and Restorative Justice to support students' instruction and continuance of positive behavior throughout the day and after school. We continue to address safety concerns identified through the Panorama Survey in which students, teachers, and parents participated.

Ramona Elementary complies with the laws, rules, and regulations of hazardous materials and state earthquake standards. Safety drills are held regularly, alternating between fire, earthquake, and campus intruder/lockdown drills. The Comprehensive School Safety Plan will be reviewed with school faculty on December 2, 2025.

# D. Other SARC Information

## Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

## 2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| K | 22 | 2 | 9 | 0 |
| 1 | 24 | 0 | 3 | 0 |
| 2 | 24 | 0 | 4 | 0 |
| 3 | 24 | 0 | 4 | 0 |
| 4 | 29 | 0 | 3 | 0 |
| 5 | 26 | 0 | 3 | 0 |
| 6 | 0 | 0 | 0 | 0 |
| Other | 0 | 0 | 0 | 0 |

## 2023-24 Elementary Average Class Size and Class Size Distribution

This table displays the 2023-24 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 23 | 0 | 4 | 0 |
| **1** | 23 | 0 | 4 | 0 |
| **2** | 23 | 0 | 3 | 0 |
| **3** | 23 | 0 | 4 | 0 |
| **4** | 30 | 0 | 3 | 0 |
| **5** | 25 | 1 | 3 | 0 |
| **6** | 0 | 0 | 0 | 0 |
| **Other** | 18 | 1 | 0 | 0 |

## 2024-25 Elementary Average Class Size and Class Size Distribution

This table displays the 2024-25 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 23 | | 4 | |
| **1** | 22 | 1 | 3 | |
| **2** | 23 | | 4 | |
| **3** | 22 | | 3 | |
| **4** | 33 | | | |
| **5** | 26 | 1 | 3 | |
| **Other** | 7 | 2 | | |

## 2024-25 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

| Title | Ratio |
|---|---|
| **Pupils to Academic Counselor** | 570 |

## 2024-25 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. The "Other" category is for all other student support services staff positions not listed.

| Title | Number of FTE Assigned to School |
|---|---|
| **Counselor (Academic, Social/Behavioral or Career Development)** | 1 |
| **Library Media Teacher (Librarian)** | |
| **Library Media Services Staff (Paraprofessional)** | |
| **Psychologist** | 1 |
| **Social Worker** | |
| **Nurse** | |
| **Speech/Language/Hearing Specialist** | 1.5 |
| **Resource Specialist (non-teaching)** | |
| **Other** | |

## Fiscal Year 2023-24 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2023-24 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

| Level | Total Expenditures Per Pupil | Expenditures Per Pupil (Restricted) | Expenditures Per Pupil (Unrestricted) | Average Teacher Salary |
|---|---|---|---|---|
| **School Site** | $5,833.91 | $155.42 | $5,678.49 | $115,689.00 |
| **District** | N/A | N/A | $5,362.06 | $114,681.45 |
| **Percent Difference - School Site and District** | N/A | N/A | 5.7 | 13.8 |
| **State** | N/A | N/A | $11,146 | $101,700 |
| **Percent Difference - School Site and State** | N/A | N/A | -61.9 | 18.3 |

## Fiscal Year 2024-25 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality
and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

## Fiscal Year 2023-24 Teacher and Administrative Salaries

This table displays the 2023-24 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at http://www.cde.ca.gov/ds/fd/cs/.

| Category | District Amount | State Average for Districts in Same Category |
|---|---|---|
| **Beginning Teacher Salary** | $60,636 | $61,597 |
| **Mid-Range Teacher Salary** | $100,466 | $98,902 |
| **Highest Teacher Salary** | $131,818 | $126,340 |
| **Average Principal Salary (Elementary)** | $140,658 | $158,383 |
| **Average Principal Salary (Middle)** | $155,782 | $165,207 |
| **Average Principal Salary (High)** | | $162,237 |
| **Superintendent Salary** | $240,000 | $288,332 |
| **Percent of Budget for Teacher Salaries** | 27.88% | 31.29% |
| **Percent of Budget for Administrative Salaries** | 3.85% | 5.38% |

## Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past several school years (2021-22 to present), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. Some of the days occur before the start of school year and some occur during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

| Subject | 2023-24 | 2024-25 | 2025-26 |
|---|---|---|---|
| **Number of school days dedicated to Staff Development and Continuous Improvement** | | | 2 |

# Emilie Ritchen Elementary School

## 2024-2025 School Accountability Report Card
## (Published During the 2025-2026 School Year)

## General Information about the School Accountability Report Card (SARC)

### SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

### DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

### California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

### Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## 2025-26 School Contact Information

| | |
|---|---|
| **School Name** | Emilie Ritchen Elementary School |
| **Street** | 2200 Cabrillo Way |
| **City, State, Zip** | Oxnard, CA 93030 |
| **Phone Number** | (805) 385-1572 |
| **Principal** | Nauman Zaidi |
| **Email Address** | nzaidi@oxnardsd.org |
| **School Website** | www.oxnardsd.org/emilieritchen |
| **Grade Span** | TK-5 |
| **County-District-School (CDS) Code** | 56725386110738 |

## 2025-26 District Contact Information

| | |
|---|---|
| **District Name** | Oxnard School District |
| **Phone Number** | (805) 385-1501 |
| **Superintendent** | Dr. Ana DeGenna |
| **Email Address** | adegenna@oxnardsd.org |
| **District Website** | http://www.oxnardsd.org |

## 2025-26 School Description and Mission Statement

Vision Statement: Emilie Ritchen is a school community of successful, lifelong learners who embody the characteristics of the OSD student profile.
Mission Statement: We work together to foster responsibility, respect, and appreciation for one another, while maintaining high academic and behavioral expectations for all students and staff.

As described in our Vision and Mission Statements, Emilie Ritchen Elementary School is committed to providing the best possible educational program for our students. The quality of our instructional program reflects our highly committed staff. We are dedicated to ensuring that Ritchen School is a welcoming and stimulating environment where students are actively involved in their education, while building positive character traits focused on always choosing kindness. Through the shared vision of our staff, parents, and community, our students are challenged to reach their maximum potential. Our academic focus has centered on building strong foundations in reading, writing, and mathematics. Throughout the 2025-26 school year, Emilie Ritchen will emphasize building rigor across all grade levels while scaffolding instruction to strengthen students' skills in meeting grade-level standards. Our ongoing professional development, utilizing Teachers On Special Assignment (TOSAs), will focus on providing our teachers with strategies to increase the productive struggle of our students with released questions from state assessments.

Here at Ritchen, we take pride in fostering a safe, positive, and professional learning environment. To address our students' social, emotional, and behavioral needs, students are identified through the SST processes to receive individual and/or small-group counseling services provided by our school counselor. Our progressive discipline matrix assists teachers and administration with clear guidelines for responding to student behavior at both the classroom and school levels. The Positive Behavior Intervention and Support (PBIS) model, focusing on STOIC (Structure, Teach expectations, Observe and monitor, Interact positively, and Correct fluently), guides all staff in providing a proactive and positive approach to managing student behavior both in and out of the classroom.

To help students reach their full potential, we recognize that parental involvement is a crucial factor in ensuring their educational success. Our English Learner Advisory Committee (ELAC), Parent Teacher Association (PTA), and School Site Council (SSC), in coordination with our Outreach Coordinator, and our extracurricular dance and sports programs, offer and encourage parents to become active participants in their children's education by participating in the meaningful and productive

## 2025-26 School Description and Mission Statement

opportunities offered. The school's Parent Involvement Policy provides clear guidelines for parents to serve as volunteers in classroom and school activities. During the upcoming school year, our PTA will provide incentives, such as the Carnival, to students who reach their ST Math and Lexia goals at least three times a year.

# About this School

## 2024-25 Student Enrollment by Grade Level

| Grade Level | Number of Students |
|---|---|
| **Kindergarten** | 85 |
| **Grade 1** | 83 |
| **Grade 2** | 82 |
| **Grade 3** | 56 |
| **Grade 4** | 74 |
| **Grade 5** | 65 |
| **Total Enrollment** | 445 |

## 2024-25 Student Enrollment by Student Group

| Student Group | Percent of Total Enrollment |
|---|---|
| **Female** | 44 |
| **Male** | 56 |
| **Asian** | 2 |
| **Black or African American** | 1.8 |
| **Filipino** | 1.6 |
| **Hispanic or Latino** | 88.5 |
| **Native Hawaiian or Pacific Islander** | 0.2 |
| **Two or More Races** | 2 |
| **White** | 3.8 |
| **English Learners** | 31.9 |
| **Homeless** | 14.6 |
| **Migrant** | 1.6 |
| **Socioeconomically Disadvantaged** | 85.4 |
| **Students with Disabilities** | 27.9 |

## A. Conditions of Learning

### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

## 2021-22 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 21 | 82.35 | 639.4 | 88.51 | 234405.2 | 84 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 7.6 | 1.05 | 4853 | 1.74 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 3 | 11.76 | 29.1 | 4.03 | 12001.5 | 4.3 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0 | 0 | 7.3 | 1.01 | 11953.1 | 4.28 |
| **Unknown/Incomplete/NA** | 1.5 | 5.88 | 38.9 | 5.39 | 15831.9 | 5.67 |
| **Total Teaching Positions** | 25.5 | 100 | 722.4 | 100 | 279044.8 | 100 |

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2022-23 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 23.2 | 83.78 | 641.2 | 88.19 | 231142.4 | 83.24 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 5.3 | 0.74 | 5566.4 | 2 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 1 | 3.6 | 34 | 4.68 | 14938.3 | 5.38 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0.5 | 1.8 | 8.1 | 1.12 | 11746.9 | 4.23 |
| **Unknown/Incomplete/NA** | 3 | 10.81 | 38.3 | 5.28 | 14303.8 | 5.15 |
| **Total Teaching Positions** | 27.7 | 100 | 727.1 | 100 | 277698 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2023-24 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 24.6 | 86.02 | 608.8 | 86.98 | 230039.4 | 100 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 2.7 | 0.39 | 6213.8 | 2.23 |
| **Teachers Without Credentials and Misassignments ("ineffective" under ESSA)** | 2 | 6.99 | 33.6 | 4.81 | 16855 | 6.04 |
| **Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)** | 0 | 0 | 9.5 | 1.37 | 12112.8 | 4.34 |
| **Unknown/Incomplete/NA** | 2 | 6.99 | 45.1 | 6.44 | 13705.8 | 4.91 |
| **Total Teaching Positions** | 28.6 | 100 | 700 | 100 | 278927.1 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

| Authorization/Assignment | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Permits and Waivers** | 1.00 | 0 | 1 |
| **Misassignments** | 2.00 | 1 | 1 |
| **Vacant Positions** | 0.00 | 0 | 0 |
| **Total Teachers Without Credentials and Misassignments** | 3.00 | 1 | 2 |

## Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Credentialed Teachers Authorized on a Permit or Waiver** | 0.00 | 0 | 0 |
| **Local Assignment Options** | 0.00 | 0.5 | 0 |
| **Total Out-of-Field Teachers** | 0.00 | 0.5 | 0 |

## Class Assignments

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Misassignments for English Learners** (a percentage of all the classes with English learners taught by teachers that are misassigned) | 9 | 4.1 | 3.5 |
| **No credential, permit or authorization to teach** (a percentage of all the classes taught by teachers with no record of an authorization to teach) | 0 | 5.2 | 0 |

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

## 2025-26 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 15, 2025 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

| | |
|---|---|
| **Year and month in which the data were collected** | October 2025 |

| Subject | List of Textbooks and Other Instructional Materials / Indicate if from Most Recent Adoption / Year of Adoption | Percent Students Lacking Own Assigned Copy |
|---|---|---|
| **Reading/Language Arts** | McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016 | 0 |
| **Mathematics** | McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015 | 0 |
| **Science** | Imagine Learning, Twig Science for grades K-5, adopted 2022 | 0 |
| **History-Social Science** | Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023 | 0 |

Note: Cells with N/A values do not require data.

## School Facility Conditions and Planned Improvements

Ritchen School, originally constructed in 1992, is currently comprised of 36 classrooms, a library, two computer labs, a cafeteria/multipurpose room, a teacher workroom, a parent lounge, and two playgrounds. Modernization efforts are underway. This includes upgrades to 28 classrooms for 21st-century learning environments, repurposing spaces into STEAM and piano labs, enhancements to the multipurpose room and library (including two breakout rooms), site security improvements, administrative reconfiguration, and updates to flooring, walls, ceilings, electrical systems, and technology infrastructure. Construction began in January 2025 with a four-phase approach, with completion anticipated by August 2026. The most recent inspections resulted in an overall “Good” rating.

## School Facility Conditions and Planned Improvements

| Year and month of the most recent FIT report | 7/9/2025 |
|---|---|

| System Inspected | Rate Good | Rate Fair | Rate Poor | Repair Needed and Action Taken or Planned |
|---|---|---|---|---|
| **Systems:**<br>Gas Leaks, Mechanical/HVAC, Sewer | X | | | |
| **Interior:**<br>Interior Surfaces | X | | | Room # 10: Cabinet door fell off drawer.<br>Room # 15: ü<br>Room # 9: Tackable surface is coming off wall. |
| **Cleanliness:**<br>Overall Cleanliness, Pest/Vermin Infestation | X | | | |
| **Electrical** | X | | | |
| **Restrooms/Fountains:**<br>Restrooms, Sinks/ Fountains | X | | | Primary Boys Restroom: Toilet missing toilet seat.<br>Primary Girls Restroom: Toilet clogged.<br>Room # 201: Missing rubber push knob.<br>Room # 5: Low water presure in sink |
| **Safety:**<br>Fire Safety, Hazardous Materials | X | | | |
| **Structural:**<br>Structural Damage, Roofs | X | | | |
| **External:**<br>Playground/School Grounds, Windows/ Doors/Gates/Fences | X | | | Bldg. # 300 Boys Restroom: Door needs to be painted.<br>Bldg. # 300 Girls Restroom: Door needs to be painted.<br>Bldg. # 300 Staff Restrooms: Door and ramp need to be painted.<br>Classroom # 501: Student restroom door handle tends to jam up.<br>Room # 17: ü |

## Overall Facility Rate

| Exemplary | Good | Fair | Poor |
|---|---|---|---|
| | X | | |

## B. Pupil Outcomes

## State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

**Statewide Assessments**
(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

**College and Career Ready**
The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

### Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

ELA and mathematics test results include the Smarter Balanced Summative Assessments and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **English Language Arts/Literacy** (grades 3-8 and 11) | 38 | 43 | 30 | 33 | 47 | 48 |
| **Mathematics** (grades 3-8 and 11) | 30 | 36 | 20 | 22 | 35 | 37 |

### 2024-25 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus

the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 188 | 188 | 100.00 | 0.00 | 43.09 |
| **Female** | 75 | 75 | 100.00 | 0.00 | 61.33 |
| **Male** | 113 | 113 | 100.00 | 0.00 | 30.97 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | -- | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 169 | 169 | 100.00 | 0.00 | 40.83 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | -- | -- | -- | -- | -- |
| **English Learners** | 43 | 43 | 100.00 | 0.00 | 30.23 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 20 | 20 | 100.00 | 0.00 | 30.00 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 162 | 162 | 100.00 | 0.00 | 42.59 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 55 | 55 | 100.00 | 0.00 | 18.18 |

## 2024-25 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 188 | 188 | 100.00 | 0.00 | 36.17 |
| **Female** | 75 | 75 | 100.00 | 0.00 | 37.33 |
| **Male** | 113 | 113 | 100.00 | 0.00 | 35.40 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | -- | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 169 | 169 | 100.00 | 0.00 | 34.32 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | -- | -- | -- | -- | -- |
| **English Learners** | 43 | 43 | 100.00 | 0.00 | 30.23 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 20 | 20 | 100.00 | 0.00 | 20.00 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 162 | 162 | 100.00 | 0.00 | 32.10 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 55 | 55 | 100.00 | 0.00 | 12.73 |

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA for Science. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA for Science divided by the total number of students who participated in a science assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **Science** (grades 5, 8 and high school) | 21.18 | 38.33 | 16.23 | 18.14 | 30.73 | 32.33 |

## 2024-25 CAASPP Test Results in Science by Student Group

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

| Student Group | Total Enrollment | Number Tested | Percent Tested | Percent Not Tested | Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 64 | 64 | 100.00 | 0.00 | 37.50 |
| **Female** | 24 | 24 | 100.00 | 0.00 | 54.17 |
| **Male** | 40 | 40 | 100.00 | 0.00 | 27.50 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | -- | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 56 | 56 | 100.00 | 0.00 | 33.93 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | -- | -- | -- | -- | -- |
| **English Learners** | -- | -- | -- | -- | -- |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | -- | -- | -- | -- | -- |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 55 | 55 | 100.00 | 0.00 | 32.73 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 12 | 12 | 100.00 | 0.00 | 8.33 |

# B. Pupil Outcomes

## State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

## 2024-25 California Physical Fitness Test Participation Rates

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT requires only participation results for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

| Grade Level | Component 1: Aerobic Capacity | Component 2: Abdominal Strength and Endurance | Component 3: Trunk Extensor and Strength and Flexibility | Component 4: Upper Body Strength and Endurance | Component 5: Flexibility |
|---|---|---|---|---|---|
| **Grade 5** | 91% | 91% | 88% | 92% | 92% |

## C. Engagement

## State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

### 2025-26 Opportunities for Parental Involvement

To help students reach their full potential, we recognize that parental involvement is a crucial factor in ensuring their educational success. Our English Learner Advisory Committee (ELAC), Parent-Teacher Association (PTA), and School Site Council (SSC), in coordination with our Outreach Coordinator, offer and encourage parents to become active participants in their children's education by participating in meaningful and productive opportunities. The school's Parent Involvement Policy provides clear guidelines for parents to serve as volunteers in classroom and school activities. With the strong support of PTA, Ritchen Elementary will provide several opportunities to increase parent involvement and reward students for meeting their academic achievement goals.

Throughout the year, parents will be invited to attend Parent-Teacher Conferences to collaborate with their child's teacher and review achievement data, identifying strategies for improving student success. Parents will also be asked to attend Student Success Team meetings if their child has been identified as needing additional support to meet grade-level standards or is exhibiting significant needs in social, emotional, and/or behavioral areas. Parent training and education will be coordinated and provided by the school's Outreach Coordinator to improve parents' ability to support their children's learning. Finally, the school will continue to engage parents through School Site Council, English Language Advisory Committee, and Parent-Teacher Association meetings to promote and sustain parent involvement and home-school partnerships. Moreover, by strengthening home-school partnerships to increase parental involvement, Emilie Ritchen Elementary School will continue to promote meaningful and rewarding learning experiences for every student.

## 2024-25 Chronic Absenteeism by Student Group

| Student Group | Cumulative Enrollment | Chronic Absenteeism Eligible Enrollment | Chronic Absenteeism Count | Chronic Absenteeism Rate |
|---|---|---|---|---|
| **All Students** | 469 | 457 | 148 | 32.4 |
| **Female** | 206 | 203 | 60 | 29.6 |
| **Male** | 263 | 254 | 88 | 34.6 |
| **Non-Binary** | -- | -- | -- | -- |
| **American Indian or Alaska Native** | -- | -- | -- | -- |
| **Asian** | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- |
| **Hispanic or Latino** | 411 | 402 | 133 | 33.1 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- |
| **White** | 20 | 19 | 4 | 21.1 |
| **English Learners** | 149 | 145 | 44 | 30.3 |
| **Foster Youth** | -- | -- | -- | -- |
| **Homeless** | 71 | 69 | 23 | 33.3 |
| **Socioeconomically Disadvantaged** | 403 | 395 | 134 | 33.9 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- |
| **Students with Disabilities** | 142 | 139 | 59 | 42.4 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## C. Engagement

### State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

## Suspensions and Expulsions

This table displays suspensions data.

| Suspensions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 0.56 | 0.18 | 0.21 | 4.91 | 3.34 | 2.35 | 3.6 | 3.28 | 2.94 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

This table displays expulsions data.

| Expulsions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 0 | 0 | 0 | 0.02 | 0.03 | 0.01 | 0.08 | 0.07 | 0.06 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2024-25 Suspensions and Expulsions by Student Group

| Student Group | Suspensions Rate | Expulsions Rate |
|---|---|---|
| **All Students** | 0.21 | 0.00 |
| **Female** | 0.00 | 0.00 |
| **Male** | 0.38 | 0.00 |
| **Non-Binary** | 0.00 | 0.00 |
| **American Indian or Alaska Native** | 0.00 | 0.00 |
| **Asian** | 0.00 | 0.00 |
| **Black or African American** | 0.00 | 0.00 |
| **Filipino** | 0.00 | 0.00 |
| **Hispanic or Latino** | 0.24 | 0.00 |
| **Native Hawaiian or Pacific Islander** | 0.00 | 0.00 |
| **Two or More Races** | 0.00 | 0.00 |
| **White** | 0.00 | 0.00 |
| **English Learners** | 0.00 | 0.00 |
| **Foster Youth** | 0.00 | 0.00 |
| **Homeless** | 0.00 | 0.00 |
| **Socioeconomically Disadvantaged** | 0.25 | 0.00 |
| **Students Receiving Migrant Education Services** | 0.00 | 0.00 |
| **Students with Disabilities** | 0.00 | 0.00 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2025-26 School Safety Plan

At Emilie Ritchen Elementary School, the safety and well-being of all students and staff are priorities. Supervision is provided to ensure the safety of each student before school, during breaks, at lunch, and after school. Student Supervision is conducted by school personnel, including, but not limited to, campus supervisors, teachers, instructional aides, custodial staff, and administrators.

Emilie Ritchen Elementary School is a closed campus. All gates that provide access to the classrooms and other rooms remain locked during regular school hours. Staff continuously monitor the safety of all students upon arrival and dismissal from school, including at the bus stops, and throughout the school day, following established routines and procedures. Visitors, including parents, to the Emilie Ritchen campus must sign in at the front office and wear a visitor badge while on school premises. Parents are always welcome to serve as volunteers in the classroom; however, the school district's Volunteer Clearance Procedures must be followed.

To safeguard the well-being of students and staff, a comprehensive School Site Safety Plan has been developed by the School Safety Committee, which includes input from our teachers, parents, and other school personnel. The purpose of the committee is to review the Safety Plan on a continuous basis and make any necessary changes and adjustments to ensure the safety of students and staff members. The committee meets monthly to review and make any necessary recommendations and changes. All changes are brought to the attention of the entire staff and stakeholders, including classified and certificated staff, students, and families, at staff, parent, and school committee meetings. Each school year, the plan is reviewed in the fall (August - November), approved by the School Site Council in December, reviewed by the school district in January, and approved by the School District Governing Board in February. Key elements of the Comprehensive School Safety Plan focus on promoting a positive and safe school environment, highlighting student supervision, school discipline, emergency response procedures, dress code, and safe ingress and egress.

The school is in compliance with all applicable laws, rules, and regulations related to hazardous materials and state earthquake standards. Safety drills are held regularly, including monthly fire, earthquake, and/or lockdown drills.

# D. Other SARC Information

## Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

## 2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 19 | 2 | 4 | 0 |
| **1** | 23 | 0 | 2 | 0 |
| **2** | 24 | 0 | 3 | 0 |
| **3** | 22 | 0 | 3 | 0 |
| **4** | 30 | 0 | 3 | 0 |
| **5** | 27 | 0 | 3 | 0 |
| **6** | 0 | 0 | 0 | 0 |
| **Other** | 9 | 4 | 0 | 0 |

## 2023-24 Elementary Average Class Size and Class Size Distribution

This table displays the 2023-24 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 15 | 3 | 2 | 0 |
| **1** | 21 | 1 | 2 | 0 |
| **2** | 24 | 0 | 2 | 0 |
| **3** | 22 | 0 | 3 | 0 |
| **4** | 24 | 1 | 2 | 0 |
| **5** | 25 | 1 | 3 | 0 |
| **6** | 0 | 0 | 0 | 0 |
| **Other** | 10 | 6 | 0 | 0 |

## 2024-25 Elementary Average Class Size and Class Size Distribution

This table displays the 2024-25 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 23 | | 3 | |
| **1** | 23 | | 3 | |
| **2** | 24 | | 3 | |
| **3** | 21 | 1 | 1 | |
| **4** | 25 | 1 | 2 | |
| **5** | 23 | 1 | 2 | |
| **Other** | 10 | 8 | | |

## 2024-25 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

| Title | Ratio |
|---|---|
| **Pupils to Academic Counselor** | 493 |

## 2024-25 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. The "Other" category is for all other student support services staff positions not listed.

| Title | Number of FTE Assigned to School |
|---|---|
| **Counselor (Academic, Social/Behavioral or Career Development)** | 1 |
| **Library Media Teacher (Librarian)** | |
| **Library Media Services Staff (Paraprofessional)** | |
| **Psychologist** | 1.3 |
| **Social Worker** | |
| **Nurse** | |
| **Speech/Language/Hearing Specialist** | 2 |
| **Resource Specialist (non-teaching)** | |
| **Other** | |

## Fiscal Year 2023-24 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2023-24 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

| Level | Total Expenditures Per Pupil | Expenditures Per Pupil (Restricted) | Expenditures Per Pupil (Unrestricted) | Average Teacher Salary |
|---|---|---|---|---|
| **School Site** | $6,074.70 | $119.63 | $5,955.07 | $132,333.42 |
| **District** | N/A | N/A | $5,362.06 | $114,681.45 |
| **Percent Difference - School Site and District** | N/A | N/A | 10.5 | 27.1 |
| **State** | N/A | N/A | $11,146 | $101,700 |
| **Percent Difference - School Site and State** | N/A | N/A | -57.6 | 31.5 |

## Fiscal Year 2024-25 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality
and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

## Fiscal Year 2023-24 Teacher and Administrative Salaries

This table displays the 2023-24 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at http://www.cde.ca.gov/ds/fd/cs/.

| Category | District Amount | State Average for Districts in Same Category |
|---|---|---|
| **Beginning Teacher Salary** | $60,636 | $61,597 |
| **Mid-Range Teacher Salary** | $100,466 | $98,902 |
| **Highest Teacher Salary** | $131,818 | $126,340 |
| **Average Principal Salary (Elementary)** | $140,658 | $158,383 |
| **Average Principal Salary (Middle)** | $155,782 | $165,207 |
| **Average Principal Salary (High)** | | $162,237 |
| **Superintendent Salary** | $240,000 | $288,332 |
| **Percent of Budget for Teacher Salaries** | 27.88% | 31.29% |
| **Percent of Budget for Administrative Salaries** | 3.85% | 5.38% |

## Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past several school years (2021-22 to present), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. Some of the days occur before the start of school year and some occur during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

| Subject | 2023-24 | 2024-25 | 2025-26 |
|---|---|---|---|
| **Number of school days dedicated to Staff Development and Continuous Improvement** | 2 | 2 | 2 |

# Rose Avenue Elementary School

## 2024-2025 School Accountability Report Card
## (Published During the 2025-2026 School Year)

Rose Avenue Elementary
*The School of Science and Wellness*

## General Information about the School Accountability Report Card (SARC)

### SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

### DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

### California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

### Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## 2025-26 School Contact Information

| | |
|---|---|
| **School Name** | Rose Avenue Elementary School |
| **Street** | 220 South Driskill Street |
| **City, State, Zip** | Oxnard, CA 93030 |
| **Phone Number** | (805) 385-1575 |
| **Principal** | Diana Perez |
| **Email Address** | dperez@oxnardsd.org |
| **School Website** | www.oxnardsd.org/roseave |
| **Grade Span** | TK-5 |
| **County-District-School (CDS) Code** | 56725386055370 |

## 2025-26 District Contact Information

| | |
|---|---|
| **District Name** | Oxnard School District |
| **Phone Number** | (805) 385-1501 |
| **Superintendent** | Dr. Ana DeGenna |
| **Email Address** | adegenna@oxnardsd.org |
| **District Website** | http://www.oxnardsd.org |

## 2025-26 School Description and Mission Statement

Rose Avenue Elementary School is committed to aligning our daily work with the Oxnard School District's vision of Changing the World. We strive to support our students by providing positive and meaningful experiences that help them become inspired, accomplished, multilingual global citizens in school and beyond. At Oxnard School District, we nurture confident and empowered multilingual learners who embrace their identities, recognize their potential, and achieve excellence at the individual, community, and global levels.
Rose Avenue Elementary School also upholds the District's mission to IGNITE, TRANSFORM, NURTURE, and EMBRACE. We IGNITE students' passion for learning and empower them to achieve brilliance. We TRANSFORM classroom and school expectations, relationships, and practices to align with our core values. We NURTURE caring communities that develop students' full identities, linguistic, cultural, and academic excellence, social and emotional health, and life potential. We EMBRACE high-impact services and approaches that turn our shared values into meaningful action.

The mission of Rose Avenue Elementary School is to prepare students to become outstanding and productive members of society. Our vision is to promote the social, emotional, and academic growth of all students. Our values statement emphasizes that every member of our school community contributes to the success of our students. We believe in "our students, not my students," engage in "collaboration, not isolation," and take the time to "recognize and celebrate the good." Through the collective efforts of students, staff, parents, and families, we will continue to challenge all learners to reach their highest potential.

Rose Avenue Elementary School takes great pride in our Positive Behavior Intervention and Support (PBIS) accomplishments, including the 2017 PBIS Bronze Award, 2018 PBIS Silver Award, and 2019 PBIS Platinum Award. Our Pumas take pride in fostering a school culture that is nurturing, inclusive, and welcoming to all students, staff, families, and community members. We will continue to implement schoolwide CHAMPS and STOIC practices to ensure a positive, safe, and productive learning environment. As a School of Wellness, Rose Avenue will continue to provide opportunities that promote social and emotional well-being through positive schoolwide activities that strengthen connections among students and staff.

Parents and community members are vital partners in helping students reach their fullest potential. The English Learner Advisory Committee (ELAC), School Site Council (SSC), and Parent Teacher Association (PTA) will continue to meet regularly through a hybrid model that offers both in-person and Zoom options to increase accessibility for all families. We will maintain

## 2025-26 School Description and Mission Statement

consistent communication with our school community through our school website, marquee, flyers, mass messages via Parent Square, and social media platforms, including Facebook and Instagram.

# About this School

## 2024-25 Student Enrollment by Grade Level

| Grade Level | Number of Students |
|---|---|
| **Kindergarten** | 74 |
| **Grade 1** | 58 |
| **Grade 2** | 54 |
| **Grade 3** | 77 |
| **Grade 4** | 87 |
| **Grade 5** | 74 |
| **Total Enrollment** | 424 |

## 2024-25 Student Enrollment by Student Group

| Student Group | Percent of Total Enrollment |
|---|---|
| **Female** | 46.2 |
| **Male** | 53.8 |
| **Black or African American** | 0.7 |
| **Filipino** | 0.2 |
| **Hispanic or Latino** | 99.1 |
| **English Learners** | 56.4 |
| **Homeless** | 23.8 |
| **Migrant** | 3.1 |
| **Socioeconomically Disadvantaged** | 95.3 |
| **Students with Disabilities** | 25.5 |

# A. Conditions of Learning

## State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

## 2021-22 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 21.5 | 89.58 | 639.4 | 88.51 | 234405.2 | 84 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 7.6 | 1.05 | 4853 | 1.74 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 1 | 4.17 | 29.1 | 4.03 | 12001.5 | 4.3 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0 | 0 | 7.3 | 1.01 | 11953.1 | 4.28 |
| **Unknown/Incomplete/NA** | 1.5 | 6.25 | 38.9 | 5.39 | 15831.9 | 5.67 |
| **Total Teaching Positions** | 24 | 100 | 722.4 | 100 | 279044.8 | 100 |

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2022-23 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 23.2 | 88.55 | 641.2 | 88.19 | 231142.4 | 83.24 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 5.3 | 0.74 | 5566.4 | 2 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 2 | 7.63 | 34 | 4.68 | 14938.3 | 5.38 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0 | 0 | 8.1 | 1.12 | 11746.9 | 4.23 |
| **Unknown/Incomplete/NA** | 1 | 3.82 | 38.3 | 5.28 | 14303.8 | 5.15 |
| **Total Teaching Positions** | 26.2 | 100 | 727.1 | 100 | 277698 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2023-24 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 19.2 | 82.77 | 608.8 | 86.98 | 230039.4 | 100 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 2.7 | 0.39 | 6213.8 | 2.23 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 0 | 0 | 33.6 | 4.81 | 16855 | 6.04 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 1 | 4.31 | 9.5 | 1.37 | 12112.8 | 4.34 |
| **Unknown/Incomplete/NA** | 3 | 12.92 | 45.1 | 6.44 | 13705.8 | 4.91 |
| **Total Teaching Positions** | 23.2 | 100 | 700 | 100 | 278927.1 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

| Authorization/Assignment | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Permits and Waivers** | 1.00 | 2 | 0 |
| **Misassignments** | 0.00 | 0 | 0 |
| **Vacant Positions** | 0.00 | 0 | 0 |
| **Total Teachers Without Credentials and Misassignments** | 1.00 | 2 | 0 |

## Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Credentialed Teachers Authorized on a Permit or Waiver** | 0.00 | 0 | 1 |
| **Local Assignment Options** | 0.00 | 0 | 0 |
| **Total Out-of-Field Teachers** | 0.00 | 0 | 1 |

## Class Assignments

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Misassignments for English Learners** (a percentage of all the classes with English learners taught by teachers that are misassigned) | 0 | 0 | 0 |
| **No credential, permit or authorization to teach** (a percentage of all the classes taught by teachers with no record of an authorization to teach) | 0 | 0 | 0 |

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

## 2025-26 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 15, 2025 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

| | |
|---|---|
| **Year and month in which the data were collected** | October 2025 |

| Subject | List of Textbooks and Other Instructional Materials / Indicate if from Most Recent Adoption / Year of Adoption | Percent Students Lacking Own Assigned Copy |
|---|---|---|
| **Reading/Language Arts** | McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016 | 0 |
| **Mathematics** | McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015 | 0 |
| **Science** | Imagine Learning, Twig Science for grades K-5, adopted 2022 | 0 |
| **History-Social Science** | Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023 | 0 |

Note: Cells with N/A values do not require data.

## School Facility Conditions and Planned Improvements

Rose Avenue School, originally constructed in 1965, has undergone full reconstruction, including a new two-story classroom building comprised of 23 general-purpose classrooms, 4 kindergarten classrooms, 1 kinder-flex classroom, and 2 SDC classrooms. Other spaces include a library, administration offices, a multipurpose room, a kitchen, and support spaces. Phase 1 (main campus buildings and on-site improvements) was completed in July 2025. This site opened for the 2025-2026 school year.
Phase 2 is currently underway, involving the demolition of the old campus, site preparation and earthwork, paving of play surfaces, installation of playground equipment, landscaping, and playfield grass installation (anticipated in early 2026), as well

## School Facility Conditions and Planned Improvements

as off-site improvements. Full project completion, including a separate ECDC with modernized and new kindergarten classrooms, is anticipated by April 2026. The most recent inspections resulted in an overall “Exemplary” rating.

| Year and month of the most recent FIT report | 7/10/2025 |
|---|---|

| System Inspected | Rate Good | Rate Fair | Rate Poor | Repair Needed and Action Taken or Planned |
|---|---|---|---|---|
| **Systems:** Gas Leaks, Mechanical/HVAC, Sewer | X | | | |
| **Interior:** Interior Surfaces | X | | | |
| **Cleanliness:** Overall Cleanliness, Pest/Vermin Infestation | X | | | |
| **Electrical** | X | | | |
| **Restrooms/Fountains:** Restrooms, Sinks/ Fountains | X | | | |
| **Safety:** Fire Safety, Hazardous Materials | X | | | |
| **Structural:** Structural Damage, Roofs | X | | | |
| **External:** Playground/School Grounds, Windows/ Doors/Gates/Fences | X | | | |

## Overall Facility Rate

| Exemplary | Good | Fair | Poor |
|---|---|---|---|
| X | | | |

## B. Pupil Outcomes

## State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

**Statewide Assessments**
(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

**College and Career Ready**
The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

### Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

ELA and mathematics test results include the Smarter Balanced Summative Assessments and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **English Language Arts/Literacy** (grades 3-8 and 11) | 26 | 30 | 30 | 33 | 47 | 48 |
| **Mathematics** (grades 3-8 and 11) | 23 | 21 | 20 | 22 | 35 | 37 |

### 2024-25 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus

the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 231 | 229 | 99.13 | 0.87 | 29.69 |
| **Female** | 98 | 96 | 97.96 | 2.04 | 27.08 |
| **Male** | 133 | 133 | 100.00 | 0.00 | 31.58 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | 0 | 0 | 0 | 0 | 0 |
| **Hispanic or Latino** | 228 | 226 | 99.12 | 0.88 | 29.65 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | 0 | 0 | 0 | 0 | 0 |
| **White** | -- | -- | -- | -- | -- |
| **English Learners** | 108 | 108 | 100.00 | 0.00 | 12.04 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 65 | 65 | 100.00 | 0.00 | 36.92 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 222 | 221 | 99.55 | 0.45 | 28.96 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 69 | 69 | 100.00 | 0.00 | 10.14 |

## 2024-25 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 231 | 229 | 99.13 | 0.87 | 21.40 |
| **Female** | 98 | 96 | 97.96 | 2.04 | 14.58 |
| **Male** | 133 | 133 | 100.00 | 0.00 | 26.32 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | 0 | 0 | 0 | 0 | 0 |
| **Hispanic or Latino** | 228 | 226 | 99.12 | 0.88 | 21.68 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | 0 | 0 | 0 | 0 | 0 |
| **White** | -- | -- | -- | -- | -- |
| **English Learners** | 108 | 108 | 100.00 | 0.00 | 13.89 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 65 | 65 | 100.00 | 0.00 | 18.46 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 222 | 221 | 99.55 | 0.45 | 21.27 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 69 | 69 | 100.00 | 0.00 | 2.90 |

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA for Science. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA for Science divided by the total number of students who participated in a science assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **Science** (grades 5, 8 and high school) | 10 | 19.44 | 16.23 | 18.14 | 30.73 | 32.33 |

## 2024-25 CAASPP Test Results in Science by Student Group

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

| Student Group | Total Enrollment | Number Tested | Percent Tested | Percent Not Tested | Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 72 | 72 | 100.00 | 0.00 | 19.44 |
| **Female** | 28 | 28 | 100.00 | 0.00 | 21.43 |
| **Male** | 44 | 44 | 100.00 | 0.00 | 18.18 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | 0 | 0 | 0 | 0 | 0 |
| **Hispanic or Latino** | 70 | 70 | 100.00 | 0.00 | 20.00 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | 0 | 0 | 0 | 0 | 0 |
| **White** | -- | -- | -- | -- | -- |
| **English Learners** | 23 | 23 | 100.00 | 0.00 | 0.00 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 25 | 25 | 100.00 | 0.00 | 16.00 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 69 | 69 | 100.00 | 0.00 | 17.39 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 24 | 24 | 100.00 | 0.00 | 0.00 |

# B. Pupil Outcomes

## State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

## 2024-25 California Physical Fitness Test Participation Rates

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT requires only participation results for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

| Grade Level | Component 1: Aerobic Capacity | Component 2: Abdominal Strength and Endurance | Component 3: Trunk Extensor and Strength and Flexibility | Component 4: Upper Body Strength and Endurance | Component 5: Flexibility |
|---|---|---|---|---|---|
| **Grade 5** | 99% | 99% | 99% | 99% | 99% |

## C. Engagement

## State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

### 2025-26 Opportunities for Parental Involvement

Rose Avenue Elementary School provides numerous opportunities throughout the school year to foster partnerships with parents and families, supporting every student in reaching their full potential. Following Risk Management protocols and as parents and guardians complete the Human Resources requirements, we look forward to welcoming volunteers into our classrooms and school activities. To meet the diverse needs of our school community, we will continue to provide a combination of in-person and virtual meetings, workshops, and conferences. Communication with our families and school community will be maintained through the Canvas Learning Management System, our school website, mass communications through Parent Square, and our social media platforms, including Facebook and Instagram.

We encourage all families to actively participate in our site-based parent groups, including the School Site Council (SSC), the Parent-Teacher Association (PTA), and the English Learner Advisory Committee (ELAC). Parent representatives for SSC, ELAC, and PTA are elected annually or every two years by other parents. These groups, which include parents, teachers, and staff, collaborate to develop goals and make fiscal decisions that support those goals within the School Plan for Student Achievement (SPSA). The SSC and ELAC will meet six to eight times each year to review the school's progress toward the SPSA goals and to monitor program implementation. The PTA will continue to provide funding for standards-based field trips, school assemblies, student incentives, and extracurricular activities.

The School Principal will host Title I and "Coffee with the Principal" meetings to engage families and share important school updates. Each trimester, our Outreach Specialist and School Counselor will offer Parent and Family Workshops designed to meet the needs of our community. Workshop topics may include Canvas use, report cards, attendance, parent advocacy, school learning applications such as Lexia, ST Math, MyOn, and Renaissance, social emotional awareness, and presentations from community agencies. Based on teacher availability, we will also host Family Nights focused on various subjects, including literacy, mathematics, science, health, and wellness. Throughout the year, parents will be invited to Parent Teacher Conferences to discuss student progress toward the Common Core State Standards and to collaborate on strategies that support student growth. Families of students performing significantly below grade level will be invited to Student Success Team (SST) or Individualized Education Program (IEP) meetings to review progress and plan additional support.

## 2024-25 Chronic Absenteeism by Student Group

| Student Group | Cumulative Enrollment | Chronic Absenteeism Eligible Enrollment | Chronic Absenteeism Count | Chronic Absenteeism Rate |
|---|---|---|---|---|
| **All Students** | 447 | 441 | 87 | 19.7 |
| **Female** | 201 | 199 | 34 | 17.1 |
| **Male** | 246 | 242 | 53 | 21.9 |
| **Non-Binary** | -- | -- | -- | -- |
| **American Indian or Alaska Native** | -- | -- | -- | -- |
| **Asian** | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- |
| **Hispanic or Latino** | 441 | 436 | 86 | 19.7 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- |
| **White** | -- | -- | -- | -- |
| **English Learners** | 251 | 248 | 46 | 18.5 |
| **Foster Youth** | -- | -- | -- | -- |
| **Homeless** | 112 | 110 | 15 | 13.6 |
| **Socioeconomically Disadvantaged** | 428 | 422 | 85 | 20.1 |
| **Students Receiving Migrant Education Services** | 22 | 20 | 1 | 5.0 |
| **Students with Disabilities** | 126 | 124 | 30 | 24.2 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## C. Engagement

### State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

## Suspensions and Expulsions

This table displays suspensions data.

| Suspensions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 0.9 | 0.43 | 1.12 | 4.91 | 3.34 | 2.35 | 3.6 | 3.28 | 2.94 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

This table displays expulsions data.

| Expulsions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 0 | 0 | 0 | 0.02 | 0.03 | 0.01 | 0.08 | 0.07 | 0.06 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2024-25 Suspensions and Expulsions by Student Group

| Student Group | Suspensions Rate | Expulsions Rate |
|---|---|---|
| **All Students** | 1.12 | 0.00 |
| **Female** | 0.00 | 0.00 |
| **Male** | 2.03 | 0.00 |
| **Non-Binary** | 0.00 | 0.00 |
| **American Indian or Alaska Native** | 0.00 | 0.00 |
| **Asian** | 0.00 | 0.00 |
| **Black or African American** | 0.00 | 0.00 |
| **Filipino** | 0.00 | 0.00 |
| **Hispanic or Latino** | 0.91 | 0.00 |
| **Native Hawaiian or Pacific Islander** | 0.00 | 0.00 |
| **Two or More Races** | 0.00 | 0.00 |
| **White** | 0.00 | 0.00 |
| **English Learners** | 0.80 | 0.00 |
| **Foster Youth** | 0.00 | 0.00 |
| **Homeless** | 0.89 | 0.00 |
| **Socioeconomically Disadvantaged** | 0.70 | 0.00 |
| **Students Receiving Migrant Education Services** | 0.00 | 0.00 |
| **Students with Disabilities** | 2.38 | 0.00 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2025-26 School Safety Plan

The safety of students and staff is a top priority at Rose Avenue Elementary School. To safeguard the well-being of everyone on campus, a comprehensive School Safety Plan has been developed, updated, and reviewed by the School Safety Committee, School Site Council, and School Leadership Team through a series of collaborative meetings.

The School Safety Plan addresses multiple areas, including safe ingress and egress, student discipline, campus safety, emergency response procedures, lockdown protocols, fire and earthquake drills, and school evacuation processes. Student safety and supervision are ensured before school, during recess and lunch, and after school. This responsibility is shared among campus supervisors, teachers, and the administrative team. As a closed campus, all visitors are required to sign in at the front office and wear a visitor identification badge at all times.

The school complies with all laws, rules, and regulations related to hazardous materials and state earthquake safety standards. All staff and students participate in monthly fire drills, trimester lockdown drills, quarterly earthquake drills, and an annual evacuation drill to ensure readiness and safety awareness. In addition, all staff members receive annual professional development from the School Nurse on first aid procedures and other health-related topics to maintain a safe and prepared school environment.

# D. Other SARC Information

## Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

## 2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 21 | 1 | 5 | 0 |
| **1** | 21 | 1 | 2 | 0 |
| **2** | 21 | 0 | 3 | 0 |
| **3** | 22 | 0 | 3 | 0 |
| **4** | 21 | 1 | 2 | 0 |
| **5** | 17 | 3 | 1 | 0 |
| **6** | 0 | 0 | 0 | 0 |
| **Other** | 11 | 4 | 0 | 0 |

## 2023-24 Elementary Average Class Size and Class Size Distribution

This table displays the 2023-24 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 19 | 1 | 2 | 0 |
| **1** | 24 | 0 | 2 | 0 |
| **2** | 23 | 0 | 3 | 0 |
| **3** | 19 | 2 | 2 | 0 |
| **4** | 23 | 1 | 2 | 0 |
| **5** | 17 | 3 | 2 | 0 |
| **6** | 0 | 0 | 0 | 0 |
| **Other** | 12 | 3 | 0 | 0 |

## 2024-25 Elementary Average Class Size and Class Size Distribution

This table displays the 2024-25 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 17 | 1 | 2 | |
| **1** | 24 | | 2 | |
| **2** | 24 | | 2 | |
| **3** | 19 | 1 | 3 | |
| **4** | 18 | 3 | 2 | |
| **5** | 21 | 2 | 2 | |
| **Other** | 10 | 4 | | |

## 2024-25 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

| Title | Ratio |
|---|---|
| **Pupils to Academic Counselor** | 436 |

## 2024-25 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. The "Other" category is for all other student support services staff positions not listed.

| Title | Number of FTE Assigned to School |
|---|---|
| **Counselor (Academic, Social/Behavioral or Career Development)** | 1 |
| **Library Media Teacher (Librarian)** | |
| **Library Media Services Staff (Paraprofessional)** | |
| **Psychologist** | 1.3 |
| **Social Worker** | |
| **Nurse** | |
| **Speech/Language/Hearing Specialist** | 2 |
| **Resource Specialist (non-teaching)** | |
| **Other** | |

## Fiscal Year 2023-24 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2023-24 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

| Level | Total Expenditures Per Pupil | Expenditures Per Pupil (Restricted) | Expenditures Per Pupil (Unrestricted) | Average Teacher Salary |
|---|---|---|---|---|
| **School Site** | $5,678.03 | $164.82 | $5,513.21 | $126,167.30 |
| **District** | N/A | N/A | $5,362.06 | $114,681.45 |
| **Percent Difference - School Site and District** | N/A | N/A | 2.8 | 22.4 |
| **State** | N/A | N/A | $11,146 | $101,700 |
| **Percent Difference - School Site and State** | N/A | N/A | -64.6 | 26.8 |

## Fiscal Year 2024-25 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality
and Title IV, Part A - Student Support and Academic Achievement. to further support schools.

## Fiscal Year 2023-24 Teacher and Administrative Salaries

This table displays the 2023-24 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at http://www.cde.ca.gov/ds/fd/cs/.

| Category | District Amount | State Average for Districts in Same Category |
|---|---|---|
| **Beginning Teacher Salary** | $60,636 | $61,597 |
| **Mid-Range Teacher Salary** | $100,466 | $98,902 |
| **Highest Teacher Salary** | $131,818 | $126,340 |
| **Average Principal Salary (Elementary)** | $140,658 | $158,383 |
| **Average Principal Salary (Middle)** | $155,782 | $165,207 |
| **Average Principal Salary (High)** | | $162,237 |
| **Superintendent Salary** | $240,000 | $288,332 |
| **Percent of Budget for Teacher Salaries** | 27.88% | 31.29% |
| **Percent of Budget for Administrative Salaries** | 3.85% | 5.38% |

## Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past several school years (2021-22 to present), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. Some of the days occur before the start of school year and some occur during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

| Subject | 2023-24 | 2024-25 | 2025-26 |
|---|---|---|---|
| **Number of school days dedicated to Staff Development and Continuous Improvement** | 2 | 2 | 2 |

# Sierra Linda Elementary

## 2024-2025 School Accountability Report Card
## (Published During the 2025-2026 School Year)

## General Information about the School Accountability Report Card (SARC)

### SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

### DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

### California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

### Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## 2025-26 School Contact Information

| | |
|---|---|
| **School Name** | Sierra Linda Elementary |
| **Street** | 2201 Jasmine Avenue |
| **City, State, Zip** | Oxnard, CA 93036 |
| **Phone Number** | (805) 385-1581 |
| **Principal** | Jorge Mares |
| **Email Address** | jmares@oxnardsd.org |
| **School Website** | https://sierralinda.oxnardsd.org/ |
| **Grade Span** | TK-5 |
| **County-District-School (CDS) Code** | 56725386055388 |

## 2025-26 District Contact Information

| | |
|---|---|
| **District Name** | Oxnard School District |
| **Phone Number** | (805) 385-1501 |
| **Superintendent** | Dr. Ana DeGenna |
| **Email Address** | adegenna@oxnardsd.org |
| **District Website** | http://www.oxnardsd.org |

## 2025-26 School Description and Mission Statement

Sierra Linda Elementary is committed to developing and maintaining a strong partnership between families and educators in our ongoing efforts to provide a high-quality educational program for all our students. Each student's success depends on teachers, support staff, and parents working closely together as partners in education. Within this partnership, we must continually strive to empower students to read with enthusiasm and understanding, write with clarity and expression, articulate their thoughts intelligently, and demonstrate proficiency in computation, critical thinking, and problem-solving. We strive to ensure that our students meet the expectations set in the OSD Student Profile.

Our entire staff at Sierra Linda Elementary has earned the respect of our community for its ongoing commitment toward providing both quality education and a safe school environment for all students. We must provide each student with the necessary educational tools that will enable them to be college- and career-ready, as well as successful citizens in the years ahead. At Sierra Linda Elementary, we firmly support the following statements:

1. All students are capable of learning to the best of their ability. While we recognize that all children do not learn in the same way or at the same time, our staff is committed to providing a variety of instructional strategies to meet the diverse social, emotional, physical, and academic needs of each child.
2. All students want, need, and deserve a safe and orderly environment in which to learn.
3. All students will understand that learning can be applied to real-life situations and that our educational goal is to encourage life-long learning.
4. All students need support for learning from parents in the home environment. Our school community is proud of the commitment of parents and staff to work together for the benefit of each of our students.
5. All students will strive to achieve the components as laid out in our OSD Student Profile.

School Vision:
Empowering All Children to Achieve Excellence

School Mission:
"We encourage children to become creative, academically competent, responsible citizens within a safe and healthy environment where all individuals are nurtured and respected."

## 2025-26 School Description and Mission Statement

School Core Values:
*Equity *Integrity *Purpose *Perseverance *Compassion

# About this School

## 2024-25 Student Enrollment by Grade Level

| Grade Level | Number of Students |
|---|---|
| **Kindergarten** | 125 |
| **Grade 1** | 50 |
| **Grade 2** | 51 |
| **Grade 3** | 71 |
| **Grade 4** | 64 |
| **Grade 5** | 94 |
| **Total Enrollment** | 455 |

## 2024-25 Student Enrollment by Student Group

| Student Group | Percent of Total Enrollment |
|---|---|
| **Female** | 44.2 |
| **Male** | 55.8 |
| **American Indian or Alaska Native** | 0.4 |
| **Black or African American** | 0.9 |
| **Filipino** | 0.9 |
| **Hispanic or Latino** | 93.2 |
| **Two or More Races** | 1.5 |
| **White** | 3.1 |
| **English Learners** | 36.5 |
| **Homeless** | 10.1 |
| **Migrant** | 1.8 |
| **Socioeconomically Disadvantaged** | 88.4 |
| **Students with Disabilities** | 28.8 |

## A. Conditions of Learning

### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

## 2021-22 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 22.5 | 81.82 | 639.4 | 88.51 | 234405.2 | 84 |
| **Intern Credential Holders Properly Assigned** | 1.5 | 5.45 | 7.6 | 1.05 | 4853 | 1.74 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 0 | 0 | 29.1 | 4.03 | 12001.5 | 4.3 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0 | 0 | 7.3 | 1.01 | 11953.1 | 4.28 |
| **Unknown/Incomplete/NA** | 3.5 | 12.73 | 38.9 | 5.39 | 15831.9 | 5.67 |
| **Total Teaching Positions** | 27.5 | 100 | 722.4 | 100 | 279044.8 | 100 |

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2022-23 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 24.5 | 84.52 | 641.2 | 88.19 | 231142.4 | 83.24 |
| **Intern Credential Holders Properly Assigned** | 0.5 | 1.72 | 5.3 | 0.74 | 5566.4 | 2 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 0 | 0 | 34 | 4.68 | 14938.3 | 5.38 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0 | 0 | 8.1 | 1.12 | 11746.9 | 4.23 |
| **Unknown/Incomplete/NA** | 4 | 13.76 | 38.3 | 5.28 | 14303.8 | 5.15 |
| **Total Teaching Positions** | 29 | 100 | 727.1 | 100 | 277698 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2023-24 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 21.7 | 84.45 | 608.8 | 86.98 | 230039.4 | 100 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 2.7 | 0.39 | 6213.8 | 2.23 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 0 | 0 | 33.6 | 4.81 | 16855 | 6.04 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0 | 0 | 9.5 | 1.37 | 12112.8 | 4.34 |
| **Unknown/Incomplete/NA** | 4 | 15.55 | 45.1 | 6.44 | 13705.8 | 4.91 |
| **Total Teaching Positions** | 25.7 | 100 | 700 | 100 | 278927.1 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

| Authorization/Assignment | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Permits and Waivers** | 0.00 | 0 | 0 |
| **Misassignments** | 0.00 | 0 | 0 |
| **Vacant Positions** | 0.00 | 0 | 0 |
| **Total Teachers Without Credentials and Misassignments** | 0.00 | 0 | 0 |

## Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Credentialed Teachers Authorized on a Permit or Waiver** | 0.00 | 0 | 0 |
| **Local Assignment Options** | 0.00 | 0 | 0 |
| **Total Out-of-Field Teachers** | 0.00 | 0 | 0 |

## Class Assignments

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Misassignments for English Learners** (a percentage of all the classes with English learners taught by teachers that are misassigned) | 0 | 0 | 0 |
| **No credential, permit or authorization to teach** (a percentage of all the classes taught by teachers with no record of an authorization to teach) | 0 | 0 | 0 |

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

## 2025-26 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 15, 2025 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

| | |
|---|---|
| **Year and month in which the data were collected** | October 2025 |

| Subject | List of Textbooks and Other Instructional Materials / Indicate if from Most Recent Adoption / Year of Adoption | Percent Students Lacking Own Assigned Copy |
|---|---|---|
| **Reading/Language Arts** | McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016 | 0 |
| **Mathematics** | McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015 | 0 |
| **Science** | Imagine Learning, Twig Science for grades K-5, adopted 2022 | 0 |
| **History-Social Science** | Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023 | 0 |

Note: Cells with N/A values do not require data.

## School Facility Conditions and Planned Improvements

Sierra Linda School was originally constructed in 1966. It is currently comprised of 34 classrooms, a library, a computer lab, a teacher workroom, a cafeteria/multipurpose room, and the playground. The most recent inspections resulted in an overall “Good” rating.

| | |
|---|---|
| **Year and month of the most recent FIT report** | 7/9/2025 |

| System Inspected | Rate Good | Rate Fair | Rate Poor | Repair Needed and Action Taken or Planned |
|---|---|---|---|---|

## School Facility Conditions and Planned Improvements

| | | | | |
|---|---|---|---|---|
| **Systems:**<br>Gas Leaks, Mechanical/HVAC, Sewer | X | | | |
| **Interior:**<br>Interior Surfaces | | X | | Bldg. # 100 Administration: Replace ceiling tiles.<br>Bldg. # 600 Boys Restroom: Walls need touch up paint.<br>Room # 1002: Ceiling tiles are broken.<br>Room # 201 Kindergarten: Missing ceiling tiles<br>Room # 302: 1 stained ceiling tile.<br>Room # 801 Library: 1 damaged ceiling tile. |
| **Cleanliness:**<br>Overall Cleanliness, Pest/Vermin Infestation | X | | | |
| **Electrical** | | X | | Bldg. # 507 Core Room: 1 light fixture out.<br>Bldg. # 600 Staff Restrooms: 1 light fixture out.<br>Room # 1007: Missing / damaged j. box cover.<br>Room # 403: 1 light fixture out.<br>Room # 405: 1 light fixture out.<br>Room # 904: 1 light fixture out. |
| **Restrooms/Fountains:**<br>Restrooms, Sinks/ Fountains | X | | | |
| **Safety:**<br>Fire Safety, Hazardous Materials | X | | | |
| **Structural:**<br>Structural Damage, Roofs | X | | | |
| **External:**<br>Playground/School Grounds, Windows/ Doors/Gates/Fences | X | | | Room # 1009: 2 damaged window screens.<br>Room # 201 Kindergarten: Missing ceiling tiles |

## Overall Facility Rate

| Exemplary | Good | Fair | Poor |
|---|---|---|---|
| | X | | |

## B. Pupil Outcomes

## State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

**Statewide Assessments**
(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

**College and Career Ready**
The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

### Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

ELA and mathematics test results include the Smarter Balanced Summative Assessments and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **English Language Arts/Literacy** (grades 3-8 and 11) | 27 | 33 | 30 | 33 | 47 | 48 |
| **Mathematics** (grades 3-8 and 11) | 29 | 30 | 20 | 22 | 35 | 37 |

### 2024-25 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus

the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 227 | 226 | 99.56 | 0.44 | 32.74 |
| **Female** | 86 | 85 | 98.84 | 1.16 | 35.29 |
| **Male** | 141 | 141 | 100.00 | 0.00 | 31.21 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 213 | 212 | 99.53 | 0.47 | 31.60 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | -- | -- | -- | -- | -- |
| **English Learners** | 82 | 81 | 98.78 | 1.22 | 16.05 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 23 | 23 | 100.00 | 0.00 | 26.09 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 205 | 204 | 99.51 | 0.49 | 31.37 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 75 | 75 | 100.00 | 0.00 | 8.00 |

## 2024-25 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 227 | 225 | 99.12 | 0.88 | 29.78 |
| **Female** | 86 | 85 | 98.84 | 1.16 | 18.82 |
| **Male** | 141 | 140 | 99.29 | 0.71 | 36.43 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 213 | 211 | 99.06 | 0.94 | 28.44 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | -- | -- | -- | -- | -- |
| **English Learners** | 82 | 81 | 98.78 | 1.22 | 22.22 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 23 | 23 | 100.00 | 0.00 | 13.04 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 205 | 204 | 99.51 | 0.49 | 28.43 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 75 | 75 | 100.00 | 0.00 | 10.67 |

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA for Science. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA for Science divided by the total number of students who participated in a science assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **Science** (grades 5, 8 and high school) | 17.07 | 12.22 | 16.23 | 18.14 | 30.73 | 32.33 |

## 2024-25 CAASPP Test Results in Science by Student Group

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

| Student Group | Total Enrollment | Number Tested | Percent Tested | Percent Not Tested | Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 92 | 90 | 97.83 | 2.17 | 12.22 |
| **Female** | 46 | 45 | 97.83 | 2.17 | 6.67 |
| **Male** | 46 | 45 | 97.83 | 2.17 | 17.78 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | 0 | 0 | 0 | 0 | 0 |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 85 | 83 | 97.65 | 2.35 | 12.05 |
| **Native Hawaiian or Pacific Islander** | 0 | 0 | 0 | 0 | 0 |
| **Two or More Races** | 0 | 0 | 0 | 0 | 0 |
| **White** | -- | -- | -- | -- | -- |
| **English Learners** | 22 | 21 | 95.45 | 4.55 | 0.00 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | -- | -- | -- | -- | -- |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 79 | 78 | 98.73 | 1.27 | 10.26 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 29 | 29 | 100.00 | 0.00 | 0.00 |

# B. Pupil Outcomes

## State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

## 2024-25 California Physical Fitness Test Participation Rates

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT requires only participation results for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

| Grade Level | Component 1: Aerobic Capacity | Component 2: Abdominal Strength and Endurance | Component 3: Trunk Extensor and Strength and Flexibility | Component 4: Upper Body Strength and Endurance | Component 5: Flexibility |
|---|---|---|---|---|---|
| **Grade 5** | 98% | 99% | 100% | 98% | 92% |

## C. Engagement

## State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

### 2025-26 Opportunities for Parental Involvement

Sierra Linda Elementary has a variety of opportunities for parent involvement. Our Parent-Teacher Association (PTA) is very active in supporting classrooms, offering student incentives, and organizing school-wide activities. PTA has increased its membership throughout the last three years. All parents are encouraged to become members. All funds generated from membership fees and school fundraisers are returned to students/classrooms. Parents can contact our School Counselor or PTA President to get information on becoming a PTA Member.

Parents are encouraged to volunteer in classrooms and at school events throughout the year.

Parents are also encouraged to participate in our School Site Council (SSC). The School Site Council (SSC) is comprised of five parents and five staff members. Nomination and voting occur during September/October of every school year. Our parent group is representative of our population and encompasses a range of grade-level interests as well. All parents are welcome to attend SSC meetings.

Our ELAC is a strong group on campus, at the district office level, and within the community. This group, which meets monthly, focuses on the needs of our English Learners and works to inform and educate parents regarding how we are meeting students' needs.

Sierra Linda also provides parents with the opportunity to attend "Coffee with the Principal", "Coffee with the Outreach Specialist and Counselor", and Family STEAM Nights. During these meetings, the topics vary from year to year based on the interests of the parents.

Staff will present workshops on various topics, including behavior management and strategies families can use to support their children in Reading and Math. The parents will serve as a resource to each other and be introduced to district and county resources.

Parents and community members may contact the school office for more information on all meetings. Agendas for all meetings are posted on the information board next to the school's main office. All meeting information will be sent via Parent Square messages, ClassDojo, and posted on the school website and marquee.

## 2024-25 Chronic Absenteeism by Student Group

| Student Group | Cumulative Enrollment | Chronic Absenteeism Eligible Enrollment | Chronic Absenteeism Count | Chronic Absenteeism Rate |
|---|---|---|---|---|
| **All Students** | 495 | 468 | 137 | 29.3 |
| **Female** | 219 | 207 | 62 | 30.0 |
| **Male** | 276 | 261 | 75 | 28.7 |
| **Non-Binary** | -- | -- | -- | -- |
| **American Indian or Alaska Native** | -- | -- | -- | -- |
| **Asian** | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- |
| **Hispanic or Latino** | 460 | 436 | 132 | 30.3 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- |
| **White** | 14 | 14 | 3 | 21.4 |
| **English Learners** | 173 | 171 | 42 | 24.6 |
| **Foster Youth** | -- | -- | -- | -- |
| **Homeless** | 58 | 52 | 24 | 46.2 |
| **Socioeconomically Disadvantaged** | 438 | 415 | 130 | 31.3 |
| **Students Receiving Migrant Education Services** | 16 | 16 | 1 | 6.3 |
| **Students with Disabilities** | 157 | 151 | 45 | 29.8 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## C. Engagement

### State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

## Suspensions and Expulsions

This table displays suspensions data.

| Suspensions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 1.92 | 0.79 | 0.4 | 4.91 | 3.34 | 2.35 | 3.6 | 3.28 | 2.94 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

This table displays expulsions data.

| Expulsions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 0 | 0 | 0 | 0.02 | 0.03 | 0.01 | 0.08 | 0.07 | 0.06 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2024-25 Suspensions and Expulsions by Student Group

| Student Group | Suspensions Rate | Expulsions Rate |
|---|---|---|
| **All Students** | 0.40 | 0.00 |
| **Female** | 0.00 | 0.00 |
| **Male** | 0.72 | 0.00 |
| **Non-Binary** | 0.00 | 0.00 |
| **American Indian or Alaska Native** | 0.00 | 0.00 |
| **Asian** | 0.00 | 0.00 |
| **Black or African American** | 0.00 | 0.00 |
| **Filipino** | 0.00 | 0.00 |
| **Hispanic or Latino** | 0.22 | 0.00 |
| **Native Hawaiian or Pacific Islander** | 0.00 | 0.00 |
| **Two or More Races** | 0.00 | 0.00 |
| **White** | 0.00 | 0.00 |
| **English Learners** | 0.58 | 0.00 |
| **Foster Youth** | 0.00 | 0.00 |
| **Homeless** | 0.00 | 0.00 |
| **Socioeconomically Disadvantaged** | 0.46 | 0.00 |
| **Students Receiving Migrant Education Services** | 0.00 | 0.00 |
| **Students with Disabilities** | 0.64 | 0.00 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2025-26 School Safety Plan

The safety of students and staff is a priority at Sierra Linda Elementary. Supervision is provided to ensure the safety of each student before school, during breaks, at lunch, and after school. Supervision is a responsibility shared among campus supervisors, teachers, the administration, support staff, and parents. All visitors to the campus must sign in at the office, wear a visitor's pass at all times while on campus, and sign out upon leaving.

To safeguard the well-being of students and staff, a comprehensive School Site Safety Plan has been developed by the Safety Committee, comprised of classified staff, teachers, and the principal. The Safety Plan is updated annually in the fall. All revisions and updates are reviewed with the staff and presented during ELAC, SSC, and Coffee with the Principal meetings. Key elements of the Safety Plan include visitor policy, ingress and egress, emergency materials, and evacuation procedures.

The school is always in compliance with the laws, rules, and regulations pertaining to hazardous materials and state earthquake standards. Safety drills are held regularly. For example, fire drills are held monthly, earthquake drills are held at least twice a year, and campus security drills are held at least three times a year. We will continue to work with our district office and School Resource Officer to ensure all rules and procedures are up to date.

# D. Other SARC Information

## Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

## 2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 21 | 2 | 4 | 0 |
| **1** | 23 | 0 | 3 | 0 |
| **2** | 18 | 4 | 0 | 0 |
| **3** | 23 | 0 | 4 | 0 |
| **4** | 20 | 1 | 3 | 0 |
| **5** | 29 | 0 | 2 | 0 |
| **6** | 0 | 0 | 0 | 0 |
| **Other** | 12 | 4 | 0 | 0 |

## 2023-24 Elementary Average Class Size and Class Size Distribution

This table displays the 2023-24 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 19 | 1 | 2 | 0 |
| **1** | 23 | 0 | 2 | 0 |
| **2** | 22 | 0 | 3 | 0 |
| **3** | 20 | 1 | 3 | 0 |
| **4** | 28 | 0 | 3 | 0 |
| **5** | 19 | 1 | 3 | 0 |
| **6** | 0 | 0 | 0 | 0 |
| **Other** | 16 | 3 | 1 | 0 |

## 2024-25 Elementary Average Class Size and Class Size Distribution

This table displays the 2024-25 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 16 | 1 | 2 | |
| **1** | 22 | 1 | 1 | |
| **2** | 24 | | 2 | |
| **3** | 22 | | 3 | |
| **4** | 21 | 1 | 2 | |
| **5** | 21 | 2 | 3 | |
| **Other** | 11 | 5 | | |

## 2024-25 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

| Title | Ratio |
|---|---|
| **Pupils to Academic Counselor** | 472 |

## 2024-25 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. The "Other" category is for all other student support services staff positions not listed.

| Title | Number of FTE Assigned to School |
|---|---|
| **Counselor (Academic, Social/Behavioral or Career Development)** | 1 |
| **Library Media Teacher (Librarian)** | |
| **Library Media Services Staff (Paraprofessional)** | |
| **Psychologist** | 2 |
| **Social Worker** | |
| **Nurse** | |
| **Speech/Language/Hearing Specialist** | 2 |
| **Resource Specialist (non-teaching)** | |
| **Other** | |

## Fiscal Year 2023-24 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2023-24 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

| Level | Total Expenditures Per Pupil | Expenditures Per Pupil (Restricted) | Expenditures Per Pupil (Unrestricted) | Average Teacher Salary |
|---|---|---|---|---|
| **School Site** | $6,275.23 | $141.17 | $6,134.06 | $126,046.80 |
| **District** | N/A | N/A | $5,362.06 | $114,681.45 |
| **Percent Difference - School Site and District** | N/A | N/A | 13.4 | 22.3 |
| **State** | N/A | N/A | $11,146 | $101,700 |
| **Percent Difference - School Site and State** | N/A | N/A | -54.9 | 26.7 |

## Fiscal Year 2024-25 Types of Services Funded

School sites are supported by LCFF in the areas of Academic Support Services, Library Services, Technology Services, Counseling Services, and Outreach Services, in addition to the restricted funds listed below:

- Title I, Part A - Educationally Disadvantaged Students
- Title III, English Learner

The district uses funds from Title II, Part A - Teacher Quality
and Title IV, Part A - Student Support and Academic Achievement, to further support schools.

## Fiscal Year 2023-24 Teacher and Administrative Salaries

This table displays the 2023-24 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at http://www.cde.ca.gov/ds/fd/cs/.

| Category | District Amount | State Average for Districts in Same Category |
|---|---|---|
| **Beginning Teacher Salary** | $60,636 | $61,597 |
| **Mid-Range Teacher Salary** | $100,466 | $98,902 |
| **Highest Teacher Salary** | $131,818 | $126,340 |
| **Average Principal Salary (Elementary)** | $140,658 | $158,383 |
| **Average Principal Salary (Middle)** | $155,782 | $165,207 |
| **Average Principal Salary (High)** | | $162,237 |
| **Superintendent Salary** | $240,000 | $288,332 |
| **Percent of Budget for Teacher Salaries** | 27.88% | 31.29% |
| **Percent of Budget for Administrative Salaries** | 3.85% | 5.38% |

## Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past several school years (2021-22 to present), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. Some of the days occur before the start of school year and some occur during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

| Subject | 2023-24 | 2024-25 | 2025-26 |
|---|---|---|---|
| **Number of school days dedicated to Staff Development and Continuous Improvement** | 2 | 2 | 2 |

# Juan Lagunas Soria School

## 2024-2025 School Accountability Report Card
## (Published During the 2025-2026 School Year)

## General Information about the School Accountability Report Card (SARC)

### SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

### DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

### California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

### Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## 2025-26 School Contact Information

| | |
|---|---|
| **School Name** | Juan Lagunas Soria School |
| **Street** | 3101 Dunkirk Drive |
| **City, State, Zip** | Oxnard, CA 93035 |
| **Phone Number** | (805) 385-1584 |
| **Principal** | Amanda Kemp |
| **Email Address** | akemp@oxnardsd.org |
| **School Website** | https://soria.oxnardsd.org/ |
| **Grade Span** | K-8 |
| **County-District-School (CDS) Code** | 56725380119412 |

## 2025-26 District Contact Information

| | |
|---|---|
| **District Name** | Oxnard School District |
| **Phone Number** | (805) 385-1501 |
| **Superintendent** | Dr. Ana DeGenna |
| **Email Address** | adegenna@oxnardsd.org |
| **District Website** | http://www.oxnardsd.org |

## 2025-26 School Description and Mission Statement

School's Vision: Providing a happy, caring, and stimulating environment through academics and the integration of dual language and arts, where children will believe in exceeding their potential.
School's Mission: Educate and prepare confident students to become college and career-ready in an ever-changing global society.

Juan Lagunas Soria School is committed to providing a premier educational experience for students from Kindergarten through 8th grade. Our exceptional staff is deeply committed to fostering an environment where students are actively engaged in both academic and social-emotional learning. With the support of staff, parents, and the community, we aim to inspire students to reach their fullest potential. Our academic focus includes strong foundations in reading, writing, and mathematics, along with biliteracy through our Dual Language Immersion program, which offers instruction in both English and Spanish.

Throughout the school year, we emphasize building rigor across all grade levels and content areas, providing carefully scaffolded instruction to help students master grade-level standards. At Soria, we strive to create a clean, safe, and positive environment that fosters the growth of every child academically, socially, and emotionally. Through high standards, enrichment, personalized instruction, and integrated technology, Soria prepares students to be college- and career-ready for a global society. Our culture of respect and collaboration unites parents, teachers, staff, and administration to uphold the quality of education for every student.

Our diverse student body includes English Learners, Foster Youth, Migrant students, GATE students, socioeconomically disadvantaged students, and students with special education needs. To meet the unique needs of all students, we offer a comprehensive program that addresses academic, social, and emotional development. Our Multi-Tier System of Support (MTSS) and Positive Behavior Intervention and Supports (PBIS) programs provide targeted interventions, enrichment, and social-emotional support for students who need it most.

Our Biliteracy Program underscores our commitment to diversity and multiculturalism, immersing students in the Spanish language to achieve proficiency and biliteracy in both English and Spanish. We prioritize providing students and staff with 21st-century tools and resources, enabling student-centered learning with real-world applications. Since opening in 2009, Juan Lagunas Soria School has established itself as a place where families are valued and students are encouraged to exceed their

## 2025-26 School Description and Mission Statement

potential.

# About this School

## 2024-25 Student Enrollment by Grade Level

| Grade Level | Number of Students |
|---|---|
| **Kindergarten** | 72 |
| **Grade 1** | 71 |
| **Grade 2** | 92 |
| **Grade 3** | 91 |
| **Grade 4** | 112 |
| **Grade 5** | 108 |
| **Grade 6** | 124 |
| **Grade 7** | 110 |
| **Grade 8** | 115 |
| **Total Enrollment** | 895 |

## 2024-25 Student Enrollment by Student Group

| Student Group | Percent of Total Enrollment |
|---|---|
| **Female** | 47.4 |
| **Male** | 52.6 |
| **Asian** | 0.6 |
| **Black or African American** | 1 |
| **Filipino** | 1.8 |
| **Hispanic or Latino** | 92.2 |
| **Native Hawaiian or Pacific Islander** | 0.1 |
| **Two or More Races** | 1.5 |
| **White** | 2.9 |
| **English Learners** | 29.9 |
| **Foster Youth** | 0.2 |
| **Homeless** | 8.6 |
| **Migrant** | 0.6 |
| **Socioeconomically Disadvantaged** | 74.9 |
| **Students with Disabilities** | 12.1 |

## A. Conditions of Learning

### State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

## 2021-22 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 40.5 | 96.43 | 639.4 | 88.51 | 234405.2 | 84 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 7.6 | 1.05 | 4853 | 1.74 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 0 | 0 | 29.1 | 4.03 | 12001.5 | 4.3 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0.8 | 1.98 | 7.3 | 1.01 | 11953.1 | 4.28 |
| **Unknown/Incomplete/NA** | 0.6 | 1.57 | 38.9 | 5.39 | 15831.9 | 5.67 |
| **Total Teaching Positions** | 42 | 100 | 722.4 | 100 | 279044.8 | 100 |

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2022-23 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 40.4 | 95.67 | 641.2 | 88.19 | 231142.4 | 83.24 |
| **Intern Credential Holders Properly Assigned** | 0 | 0 | 5.3 | 0.74 | 5566.4 | 2 |
| **Teachers Without Credentials and Misassignments (“ineffective” under ESSA)** | 1.5 | 3.74 | 34 | 4.68 | 14938.3 | 5.38 |
| **Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)** | 0 | 0 | 8.1 | 1.12 | 11746.9 | 4.23 |
| **Unknown/Incomplete/NA** | 0.2 | 0.59 | 38.3 | 5.28 | 14303.8 | 5.15 |
| **Total Teaching Positions** | 42.2 | 100 | 727.1 | 100 | 277698 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2023-24 Teacher Preparation and Placement

| Authorization/Assignment | School Number | School Percent | District Number | District Percent | State Number | State Percent |
|---|---|---|---|---|---|---|
| **Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)** | 37.7 | 92.77 | 608.8 | 86.98 | 230039.4 | 100 |
| **Intern Credential Holders Properly Assigned** | 1 | 2.46 | 2.7 | 0.39 | 6213.8 | 2.23 |
| **Teachers Without Credentials and Misassignments ("ineffective" under ESSA)** | 1 | 2.46 | 33.6 | 4.81 | 16855 | 6.04 |
| **Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)** | 0 | 0 | 9.5 | 1.37 | 12112.8 | 4.34 |
| **Unknown/Incomplete/NA** | 0.9 | 2.29 | 45.1 | 6.44 | 13705.8 | 4.91 |
| **Total Teaching Positions** | 40.6 | 100 | 700 | 100 | 278927.1 | 100 |

Note: The data in this table is based on FTE status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

| Authorization/Assignment | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Permits and Waivers** | 0.00 | 1 | 1 |
| **Misassignments** | 0.00 | 0.5 | 0 |
| **Vacant Positions** | 0.00 | 0 | 0 |
| **Total Teachers Without Credentials and Misassignments** | 0.00 | 1.5 | 1 |

## Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Credentialed Teachers Authorized on a Permit or Waiver** | 0.80 | 0 | 0 |
| **Local Assignment Options** | 0.00 | 0 | 0 |
| **Total Out-of-Field Teachers** | 0.80 | 0 | 0 |

## Class Assignments

| Indicator | 2021-22 | 2022-23 | 2023-24 |
|---|---|---|---|
| **Misassignments for English Learners** (a percentage of all the classes with English learners taught by teachers that are misassigned) | 0 | 1.7 | 0 |
| **No credential, permit or authorization to teach** (a percentage of all the classes taught by teachers with no record of an authorization to teach) | 0 | 0 | 0 |

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

## 2025-26 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Oxnard School District held a Public Hearing on October 15, 2025 to certify that each school has sufficient and good quality textbooks, instructional materials, or science lab equipment pursuant to the settlement of Williams vs. the State of California. All students, including English Learners, are provided standards-aligned textbooks and/or instructional materials, in core subjects, for use in the classroom and to take home. All textbooks used in the core curriculum are aligned to the Common Core State Standards and are selected from the State Board of Education's list of approved instructional materials.

| | |
|---|---|
| **Year and month in which the data were collected** | October 2025 |

| Subject | List of Textbooks and Other Instructional Materials / Indicate if from Most Recent Adoption / Year of Adoption | Percent Students Lacking Own Assigned Copy |
|---|---|---|
| **Reading/Language Arts** | McGraw-Hill, Wonders/Maravillas Curriculum for ELA, Spanish Reading and ELD for grades K-5, adopted 2016<br>McGraw-Hill, Study Sync Curriculum for ELA/ELD for grades 6-8, adopted 2017<br>Houghton Mifflin/Harcourt, English 3D for ELD for grades 6-8, adopted 2015 | 0 |
| **Mathematics** | McGraw-Hill, My Math/Mis Matematicas Curriculum for grades K-5, adopted 2015<br>Pearson, Connected Math 3 Curriculum for grades 6-8, adopted 2015 | 0 |
| **Science** | Imagine Learning, Twig Science for grades K-5, adopted 2022<br>McGraw-Hill, Inspire for grades 6-8, adopted 2020 | 0 |
| **History-Social Science** | Teacher Curriculum Institute, Social Studies Alive! for grades K-5, adopted 2023<br>Cengage, National Geographic Learning for grades 6-8, adopted 2019 | 0 |
| **Foreign Language** | McDougal Litell 2011 | 0 |

Note: Cells with N/A values do not require data.

## School Facility Conditions and Planned Improvements

Soria School, completed in August of 2010, consists of 36 classrooms, a library, a multi-purpose room, administration offices, a staff lounge, a kitchen, a workroom, boys' and girls' locker rooms, a kindergarten playground, and a main playground. The most recent inspections resulted in an overall “Good” rating.

| Year and month of the most recent FIT report | 7/10/2025 |
|---|---|

| System Inspected | Rate Good | Rate Fair | Rate Poor | Repair Needed and Action Taken or Planned |
|---|---|---|---|---|
| **Systems:**<br>Gas Leaks, Mechanical/HVAC, Sewer | X | | | |
| **Interior:**<br>Interior Surfaces | X | | | CLASSROOM # 404: 4 missing ceiling tiles. |
| **Cleanliness:**<br>Overall Cleanliness, Pest/Vermin Infestation | X | | | |
| **Electrical** | X | | | CLASSROOM # 426 SCIENCE LAB: 1 light is out in storage room.<br>Girls Locker Room: 1 light is out. |
| **Restrooms/Fountains:**<br>Restrooms, Sinks/ Fountains | X | | | Bldg. #400 Restrooms: 3 loose faucets 2 toilets are leaking.<br>CLASSROOM # 306: Faucent not working<br>CLASSROOM # 308: Sink is not working. |
| **Safety:**<br>Fire Safety, Hazardous Materials | X | | | |
| **Structural:**<br>Structural Damage, Roofs | X | | | |
| **External:**<br>Playground/School Grounds, Windows/ Doors/Gates/Fences | X | | | BLDG. # 100 LIBRARY: 1 blind missing<br>BLDG. # 100 OFFICE: 12 blinds missing<br>ROOM # 201: 1 blind missing<br>ROOM # 205: 4 Missing blinds. |

## Overall Facility Rate

| Exemplary | Good | Fair | Poor |
|---|---|---|---|
| | X | | |

## B. Pupil Outcomes

## State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

**Statewide Assessments**
(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

**College and Career Ready**
The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

### Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

ELA and mathematics test results include the Smarter Balanced Summative Assessments and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **English Language Arts/Literacy** (grades 3-8 and 11) | 42 | 44 | 30 | 33 | 47 | 48 |
| **Mathematics** (grades 3-8 and 11) | 26 | 25 | 20 | 22 | 35 | 37 |

### 2024-25 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus

the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 657 | 647 | 98.48 | 1.52 | 43.59 |
| **Female** | 301 | 294 | 97.67 | 2.33 | 48.64 |
| **Male** | 356 | 353 | 99.16 | 0.84 | 39.38 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | -- | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | 12 | 12 | 100.00 | 0.00 | 75.00 |
| **Hispanic or Latino** | 594 | 584 | 98.32 | 1.68 | 41.78 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | 24 | 24 | 100.00 | 0.00 | 66.67 |
| **English Learners** | 139 | 138 | 99.28 | 0.72 | 15.94 |
| **Foster Youth** | -- | -- | -- | -- | -- |
| **Homeless** | 56 | 56 | 100.00 | 0.00 | 17.86 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 489 | 481 | 98.36 | 1.64 | 37.42 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 84 | 82 | 97.62 | 2.38 | 6.10 |

## 2024-25 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| CAASPP Student Groups | CAASPP Total Enrollment | CAASPP Number Tested | CAASPP Percent Tested | CAASPP Percent Not Tested | CAASPP Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 657 | 646 | 98.33 | 1.67 | 25.08 |
| **Female** | 301 | 293 | 97.34 | 2.66 | 24.23 |
| **Male** | 356 | 353 | 99.16 | 0.84 | 25.78 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | -- | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | 12 | 12 | 100.00 | 0.00 | 33.33 |
| **Hispanic or Latino** | 594 | 583 | 98.15 | 1.85 | 24.19 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | 24 | 24 | 100.00 | 0.00 | 33.33 |
| **English Learners** | 139 | 138 | 99.28 | 0.72 | 8.70 |
| **Foster Youth** | -- | -- | -- | -- | -- |
| **Homeless** | 56 | 56 | 100.00 | 0.00 | 17.86 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 489 | 480 | 98.16 | 1.84 | 21.67 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- | -- |
| **Students with Disabilities** | 84 | 82 | 97.62 | 2.38 | 3.66 |

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA for Science. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA for Science divided by the total number of students who participated in a science assessment.

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

| Subject | School 2023-24 | School 2024-25 | District 2023-24 | District 2024-25 | State 2023-24 | State 2024-25 |
|---|---|---|---|---|---|---|
| **Science** (grades 5, 8 and high school) | 28.72 | 22.37 | 16.23 | 18.14 | 30.73 | 32.33 |

## 2024-25 CAASPP Test Results in Science by Student Group

To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

| Student Group | Total Enrollment | Number Tested | Percent Tested | Percent Not Tested | Percent Met or Exceeded |
|---|---|---|---|---|---|
| **All Students** | 223 | 220 | 98.65 | 1.35 | 22.37 |
| **Female** | 104 | 102 | 98.08 | 1.92 | 23.53 |
| **Male** | 119 | 118 | 99.16 | 0.84 | 21.37 |
| **American Indian or Alaska Native** | 0 | 0 | 0 | 0 | 0 |
| **Asian** | -- | -- | -- | -- | -- |
| **Black or African American** | -- | -- | -- | -- | -- |
| **Filipino** | -- | -- | -- | -- | -- |
| **Hispanic or Latino** | 200 | 197 | 98.50 | 1.50 | 20.41 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- | -- |
| **Two or More Races** | -- | -- | -- | -- | -- |
| **White** | 11 | 11 | 100.00 | 0.00 | 36.36 |
| **English Learners** | 36 | 36 | 100.00 | 0.00 | 2.78 |
| **Foster Youth** | 0 | 0 | 0 | 0 | 0 |
| **Homeless** | 18 | 18 | 100.00 | 0.00 | 22.22 |
| **Military** | 0 | 0 | 0 | 0 | 0 |
| **Socioeconomically Disadvantaged** | 170 | 168 | 98.82 | 1.18 | 16.77 |
| **Students Receiving Migrant Education Services** | 0 | 0 | 0 | 0 | 0 |
| **Students with Disabilities** | 26 | 26 | 100.00 | 0.00 | 0.00 |

## B. Pupil Outcomes

## State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

### 2024-25 California Physical Fitness Test Participation Rates

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT requires only participation results for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

| Grade Level | Component 1: Aerobic Capacity | Component 2: Abdominal Strength and Endurance | Component 3: Trunk Extensor and Strength and Flexibility | Component 4: Upper Body Strength and Endurance | Component 5: Flexibility |
|---|---|---|---|---|---|
| **Grade 5** | 99% | 99% | 98% | 98% | 98% |
| **Grade 7** | 99% | 99% | 99% | 99% | 99% |

## C. Engagement

## State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

### 2025-26 Opportunities for Parental Involvement

To help students reach their full potential, we recognize that parent and family engagement plays a crucial role in ensuring their educational success. Our English Learner Advisory Committee (ELAC), Parent Teacher Association (PTA), No Place for Hate Oversight Committee, and School Site Council (SSC), in coordination with our Outreach Coordinator and Guidance Counselor, offer opportunities and encourage parents to become active participants in their children's schooling through a variety of engaging and meaningful educational experiences.

The school's Parent and Family Engagement Policy provides clear guidelines for parents to serve as volunteers in the classroom and school activities. Our Back-to-School Night, Parent Nights, Athletics program, and PTA-sponsored social events further support and foster parental engagement. Throughout the year, parents will be invited to attend Parent-Teacher Conferences to collaborate with their child's teacher and review achievement data to identify strategies for improving student success. Parents will also be encouraged to attend Student Success Team meetings if their child has been identified as needing additional support to meet grade-level standards or is exhibiting significant needs in social, emotional, and/or behavioral areas. Parent training and educational workshops are coordinated and provided by the school's Outreach Coordinator and Counselor to improve parents' ability to support their children's learning. These opportunities focus on parenting classes, parent engagement and advocacy, bullying, and A through G requirements, as well as how to support students' academic and social-emotional needs.

## 2024-25 Chronic Absenteeism by Student Group

| Student Group | Cumulative Enrollment | Chronic Absenteeism Eligible Enrollment | Chronic Absenteeism Count | Chronic Absenteeism Rate |
|---|---|---|---|---|
| **All Students** | 916 | 904 | 142 | 15.7 |
| **Female** | 431 | 427 | 60 | 14.1 |
| **Male** | 485 | 477 | 82 | 17.2 |
| **Non-Binary** | -- | -- | -- | -- |
| **American Indian or Alaska Native** | -- | -- | -- | -- |
| **Asian** | -- | -- | -- | -- |
| **Black or African American** | 11 | 11 | 2 | 18.2 |
| **Filipino** | 17 | 16 | 3 | 18.8 |
| **Hispanic or Latino** | 840 | 831 | 134 | 16.1 |
| **Native Hawaiian or Pacific Islander** | -- | -- | -- | -- |
| **Two or More Races** | 14 | 13 | 1 | 7.7 |
| **White** | 26 | 26 | 1 | 3.8 |
| **English Learners** | 276 | 270 | 41 | 15.2 |
| **Foster Youth** | -- | -- | -- | -- |
| **Homeless** | 80 | 79 | 13 | 16.5 |
| **Socioeconomically Disadvantaged** | 699 | 689 | 113 | 16.4 |
| **Students Receiving Migrant Education Services** | -- | -- | -- | -- |
| **Students with Disabilities** | 137 | 130 | 24 | 18.5 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## C. Engagement

### State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

## Suspensions and Expulsions

This table displays suspensions data.

| Suspensions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 5 | 3.18 | 2.51 | 4.91 | 3.34 | 2.35 | 3.6 | 3.28 | 2.94 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

This table displays expulsions data.

| Expulsions | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| School 2022-23 | School 2023-24 | School 2024-25 | District 2022-23 | District 2023-24 | District 2024-25 | State 2022-23 | State 2023-24 | State 2024-25 |
| 0.21 | 0 | 0 | 0.02 | 0.03 | 0.01 | 0.08 | 0.07 | 0.06 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2024-25 Suspensions and Expulsions by Student Group

| Student Group | Suspensions Rate | Expulsions Rate |
|---|---|---|
| **All Students** | 2.51 | 0.00 |
| **Female** | 1.39 | 0.00 |
| **Male** | 3.51 | 0.00 |
| **Non-Binary** | 0.00 | 0.00 |
| **American Indian or Alaska Native** | 0.00 | 0.00 |
| **Asian** | 0.00 | 0.00 |
| **Black or African American** | 0.00 | 0.00 |
| **Filipino** | 0.00 | 0.00 |
| **Hispanic or Latino** | 2.62 | 0.00 |
| **Native Hawaiian or Pacific Islander** | 0.00 | 0.00 |
| **Two or More Races** | 0.00 | 0.00 |
| **White** | 0.00 | 0.00 |
| **English Learners** | 3.26 | 0.00 |
| **Foster Youth** | 0.00 | 0.00 |
| **Homeless** | 1.25 | 0.00 |
| **Socioeconomically Disadvantaged** | 3.15 | 0.00 |
| **Students Receiving Migrant Education Services** | 0.00 | 0.00 |
| **Students with Disabilities** | 5.11 | 0.00 |

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

## 2025-26 School Safety Plan

School and student safety are a top priority at Juan Lagunas Soria School. To safeguard the well-being of all students and staff, the School Site Safety Committee develops and updates the Comprehensive School Safety Plan (CSSP) annually in January. All revisions and updates are reviewed with all school personnel throughout the school year, ensuring that all staff are informed of the school's safety systems and practices, including emergency disaster procedures, student supervision, and discipline. Key elements of the Comprehensive School Safety Plan also include the visitor policy, emergency materials, and evacuation procedures. The school is in compliance with all applicable laws, rules, and regulations related to hazardous materials and state earthquake standards. Safety drills, including fire, earthquake, and lockdown drills, are held regularly throughout the school year.

Juan Lagunas Soria School is a closed campus. All gates that provide access to the classrooms and other rooms, except the main office, remain locked during regular school hours. Staff continuously monitor the safety of all students upon arrival and dismissal from school, including at the bus stops, and throughout the school day, following established routines and procedures. Students must stay on campus from the time of arrival in the morning, during lunch, and after school while waiting for pick up or the bus. All visitors (including parents) are asked to sign in and pick up a visitor's badge in the front office before entering the campus. Visitors without a proper badge will be redirected to the front office to adhere to check-in procedures.

# D. Other SARC Information

## Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

## 2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| K | 23 | 0 | 4 | 0 |
| 1 | 24 | 0 | 4 | 0 |
| 2 | 24 | 0 | 4 | 0 |
| 3 | 24 | 0 | 4 | 0 |
| 4 | 24 | 1 | 3 | 0 |
| 5 | 25 | 1 | 3 | 0 |
| 6 | 26 | 3 | 19 | 1 |
| Other | 0 | 0 | 0 | 0 |

## 2023-24 Elementary Average Class Size and Class Size Distribution

This table displays the 2023-24 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 23 | 0 | 3 | 0 |
| **1** | 24 | 0 | 4 | 0 |
| **2** | 24 | 0 | 4 | 0 |
| **3** | 24 | 0 | 4 | 0 |
| **4** | 24 | 1 | 3 | 0 |
| **5** | 23 | 2 | 2 | 1 |
| **6** | 23 | 9 | 18 | 4 |
| **Other** | 30 | 0 | 1 | 0 |

## 2024-25 Elementary Average Class Size and Class Size Distribution

This table displays the 2024-25 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

| Grade Level | Average Class Size | Number of Classes with 1-20 Students | Number of Classes with 21-32 Students | Number of Classes with 33+ Students |
|---|---|---|---|---|
| **K** | 24 | | 3 | |
| **1** | 24 | | 3 | |
| **2** | 23 | | 4 | |
| **3** | 23 | | 4 | |
| **4** | 24 | 2 | 2 | |
| **5** | 27 | 1 | 2 | |
| **6** | 27 | 6 | 16 | 8 |
| **Other** | 19 | 1 | 1 | |

## 2024-25 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

| Title | Ratio |
|---|---|
| **Pupils to Academic Counselor** | 885 |

## 2024-25 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. The "Other" category is for all other student support services staff positions not listed.

| Title | Number of FTE Assigned to School |
|---|---|
| **Counselor (Academic, Social/Behavioral or Career Development)** | 1 |
| **Library Media Teacher (Librarian)** | |
| **Library Media Services Staff (Paraprofessional)** | |
| **Psychologist** | 1.8 |
| **Social Worker** | |
| **Nurse** | |
| **Speech/Language/Hearing Specialist** | 2 |
| **Resource Specialist (non-teaching)** | |
| **Other** | |

## Fiscal Year 2023-24 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2023-24 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

| Level | Total Expenditures Per Pupil | Expenditures Per Pupil (Restricted) | Expenditures Per Pupil (Unrestricted) | Average Teacher Salary |
|---|---|---|---|---|
| **School Site** | $5,093.23 | $53.84 | $5,039.39 | $113,137.44 |
| **District** | N/A | N/A | $5,362.06 | $114,681.45 |
| **Percent Difference - School Site and District** | N/A | N/A | -6.2 | 11.6 |
| **State** | N/A | N/A | $11,146 | $101,700 |
| **Percent Difference - School Site and State** | N/A | N/A | -72.5 | 16.1 |

## Fiscal Year 2024-25 Types of Services Funded

School sites receive broad support through LCFF funding, which provides essential resources for Academic Support Services, Library and Technology Services, Counseling, and Outreach Services, complemented by restricted funds such as Title I, Part A for educationally disadvantaged students and Title III for English learners.

Additionally, the district leverages Title II, Part A funds to enhance teacher quality and Title IV, Part A funds to strengthen student support and academic achievement, ensuring comprehensive and equitable support across all schools.

## Fiscal Year 2023-24 Teacher and Administrative Salaries

This table displays the 2023-24 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at http://www.cde.ca.gov/ds/fd/cs/.

| Category | District Amount | State Average for Districts in Same Category |
|---|---|---|
| **Beginning Teacher Salary** | $60,636 | $61,597 |
| **Mid-Range Teacher Salary** | $100,466 | $98,902 |
| **Highest Teacher Salary** | $131,818 | $126,340 |
| **Average Principal Salary (Elementary)** | $140,658 | $158,383 |
| **Average Principal Salary (Middle)** | $155,782 | $165,207 |
| **Average Principal Salary (High)** | | $162,237 |
| **Superintendent Salary** | $240,000 | $288,332 |
| **Percent of Budget for Teacher Salaries** | 27.88% | 31.29% |
| **Percent of Budget for Administrative Salaries** | 3.85% | 5.38% |

## Professional Development

The Oxnard School District is committed to providing professional development to all staff members in order to fully develop employee skill sets to improve instruction, meet student needs and enhance student outcomes.

Educators engage in professional development activities to support successful progress for our students' academic and social development. The professional development offered is grade level or content specific, addresses the current Common Core standards, social-emotional needs and is based on assessment and survey data. Professional development can include training in specific subject areas, general academics, instructional strategies, pedagogy, curricular materials, social behavior, technology and job-embedded activities related to the California Standards for the Teaching Profession. The district also provides a support program for new teachers in cooperation with our County Office of Education (Induction).

District and site administrators also attend workshops in curriculum, performance assessment, interventions, social-emotional support, technology, supervision, evaluation, and leadership. Classified employees receive training based on the specific needs of their assignment.

For the past several school years (2021-22 to present), the school district has allocated 5 full days of professional development for all teachers focused on district-wide initiatives. Some of the days occur before the start of school year and some occur during the school year. In addition, the district also provides numerous professional development opportunities throughout the year during the day and after school.

This table displays the number of school days dedicated to staff development and continuous improvement.

| Subject | 2023-24 | 2024-25 | 2025-26 |
|---|---|---|---|
| **Number of school days dedicated to Staff Development and Continuous Improvement** | 2 | 2 | 2 |

OXNARD SCHOOL DISTRICT

# School Accountability Report Card

1971

## PROP 98

“...it is the intent of the people of California to ensure that our schools spend money where it is most needed. Therefore, this act will require every local school board to prepare a school accountability report card to guarantee accountability for the dollars spent."

1972

# PURPOSE

The purpose of the report card is to provide parents and the community with important information about each school. A SARC can be an effective way for a school to report on its progress in achieving goals. The public may also use a SARC to evaluate and compare schools on a variety of indicators.

# Required Sections

- School Description
- Student Enrollment
- Conditions of Learning:
  - Teachers, Textbooks, Facilities
- Pupil Outcomes: CAASPP, PFT
- Engagement:
  - Parental Involvement
  - Chronic Absenteeism
  - School Climate and Safety
- Class Size
- Support Staff
- Funding
- Professional Development

# School Sections

- School Description
- Engagement:
  - Parental Involvement
  - School Climate and Safety

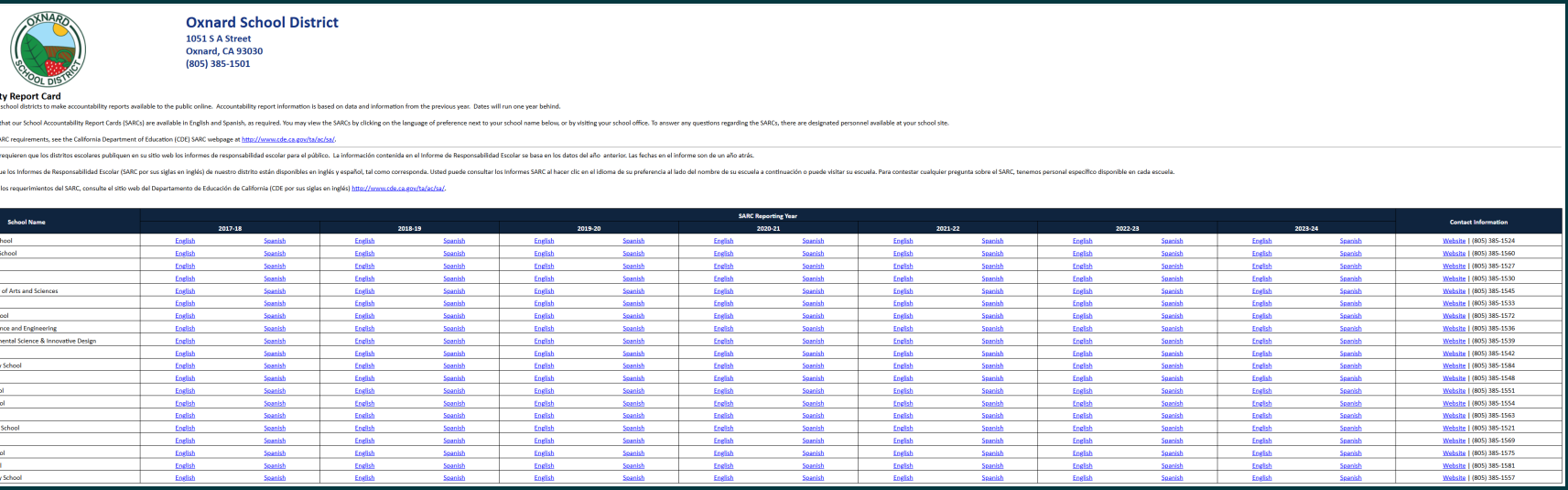
# District Sections

- Conditions of Learning:
  - Textbooks
  - Facilities
- Pupil Outcomes
  - Physical Fitness Testing (PFT) Participation
- Funding
- Professional Development

## State Sections

- Enrollment
- Conditions of Learning:
  - Teachers
- Pupil Outcomes:
  - CAASPP
- Engagement:
  - School Climate
  - Chronic Absenteeism
- Class Size
- Support Staff
- Funding-Teacher Salary

https://www.doc-tracking.com/screenshots/Serve/4318/



**Oxnard School District**
1051 S A Street
Oxnard, CA 93030
(805) 385-1501

## School Accountability Report Card

Federal and state laws require school districts to make accountability reports available to the public online. Accountability report information is based on data and information from the previous year. Dates will run one year behind.

We are pleased to inform you that our School Accountability Report Cards (SARCs) are available in English and Spanish, as required. You may view the SARCs by clicking on the language of preference next to your school name below, or by visiting your school office. To answer any questions regarding the SARCs, there are designated personnel available at your school site.

For more information about SARC requirements, see the California Department of Education (CDE) SARC webpage at http://www.cde.ca.gov/ta/ac/sa/.

Las leyes federales y estatales requieren que los distritos escolares publiquen en su sitio web los informes de responsabilidad escolar para el público. La información contenida en el Informe de Responsabilidad Escolar se basa en los datos del año anterior. Las fechas en el informe son de un año atrás.

Nos complace en informarle que los Informes de Responsabilidad Escolar (SARC por sus siglas en inglés) de nuestro distrito están disponibles en inglés y español, tal como corresponda. Usted puede consultar los Informes SARC al hacer clic en el idioma de su preferencia al lado del nombre de su escuela a continuación o puede visitar su escuela. Para contestar cualquier pregunta sobre el SARC, tenemos personal específico disponible en cada escuela.

Para mayor información sobre los requerimientos del SARC, consulte el sitio web del Departamento de Educación de California (CDE por sus siglas en inglés) http://www.cde.ca.gov/ta/ac/sa/.

| School Name | SARC Reporting Year | | | | | | | | | | | | | | Contact Information |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 2017-18 | | 2018-19 | | 2019-20 | | 2020-21 | | 2021-22 | | 2022-23 | | 2023-24 | | |
| Cesar E. Chavez Elementary School | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | Website \| (805) 385-1524 |
| Christa McAuliffe Elementary School | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | Website \| (805) 385-1560 |
| Curren Elementary School | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | Website \| (805) 385-1527 |
| Driffill Elementary School | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | Website \| (805) 385-1530 |
| Dr. Manuel M. Lopez Academy of Arts and Sciences | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | Website \| (805) 385-1545 |
| Elm Street Elementary School | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | Website \| (805) 385-1533 |
| Emilia Ritchen Elementary School | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | Website \| (805) 385-1572 |
| Frank Academy of Marine Science and Engineering | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | Website \| (805) 385-1536 |
| Fremont Academy of Environmental Science & Innovative Design | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | Website \| (805) 385-1539 |
| Harrington Elementary School | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | Website \| (805) 385-1542 |
| Juan Lagunas Soria Elementary School | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | Website \| (805) 385-1584 |
| Kamala Elementary School | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | Website \| (805) 385-1548 |
| Lemonwood Elementary School | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | Website \| (805) 385-1551 |
| Marina West Elementary School | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | Website \| (805) 385-1554 |
| McKinna Elementary School | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | Website \| (805) 385-1563 |
| Norman R. Brekke Elementary School | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | Website \| (805) 385-1521 |
| Ramona Elementary School | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | Website \| (805) 385-1569 |
| Rose Avenue Elementary School | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | Website \| (805) 385-1575 |
| Sierra Linda Elementary School | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | Website \| (805) 385-1581 |
| Thurgood Marshall Elementary School | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | English | Spanish | Website \| (805) 385-1557 |

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# TIMELINE

## FALL

Updating of Information

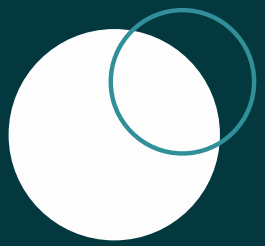
## JANUARY

Approval by Board of Trustees.

## FEBRUARY 1

Due to State (CDE)

# THANK YOU



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# OSD BOARD AGENDA ITEM

**Name of Contributor:** Kristen Pifko **Date of Meeting:** January 14, 2026

**Agenda Section:** Section D: Action Items

**Rejection of Bid Protest, Award of Formal Bid #25-02 and Approval of Agreement #25-189 – District Office Enhancement Project - Perfection Painting Co. (Pifko/Bennett)**

Formal bids for Bid #25-02, District Office Enhancement Project, were solicited in accordance with Public Contract Code section 20110. Ten (10) bids were received and publicly opened at 2:00 p.m. on Monday, December 8, 2025. Perfection Painting Corp. was determined to be the lowest responsive and responsible bidder.

On December 10, 2025, the District received a bid protest from Modern Construction Management, Inc. regarding the bids submitted by the three lowest bidders: Perfection Painting Corp., Monet Construction Inc., and G2K Construction Inc. After a thorough review of all issues raised, the District determined that the protest lacked merit and therefore rejected the bid protest. The District is requesting that the Board of Trustees award Bid #25-02 to Perfection Painting Corp. as the lowest responsive and responsible bidder and enter into Agreement #25-189 to perform the work for this project.

The Bid Summary is attached.

Term of Agreement: February 2, 2026 through May 13, 2026

**FISCAL IMPACT:**
$1,359,000.00 – Deferred Maintenance Funds

**RECOMMENDATION:**
It is the recommendation of the Assistant Superintendent of Business & Fiscal Services, and the Director of Facilities that the Board of Trustees reject the Bid Protest submitted by Modern Construction Management, Inc., Award Bid #25-02, District Office Enhancement Project and enter into Agreement #25-189 with Perfection Painting Corp.

**ADDITIONAL MATERIALS:**

**Attached:** Bid Summary (1 Page)
Agreement #25-189, Perfection Painting, Corp (15 Pages)

**OXNARD SCHOOL DISTRICT**

**School/Dept:** District Office
**Project Description:** Enhancement Project
**OSD BID NO. 25-02**

**Bid Opening:** December 8, 2025 - 2:00 pm

| BIDDERS | TOTAL BASE BID | Add Alternate 1 | Deduct Alternate 1 |
|---|---|---|---|
| At your service construction & energy elec. | $1,850,000 | $75,000 | $100,000 |
| EJS Construction | $1,740,000 | $57,300 | $230,000 |
| G2K Construction Inc. | $1,348,000 | $41,000 | $221,000 |
| LTJ Heating and Airconditioning | $1,975,000 | $155,000 | $250,000 |
| MCM Construction Inc. | $1,669,000 | $17,500 | $195,000 |
| Monet Construction Inc. | $1,326,000 | $24,200 | $307,000 |
| Pacific Contractors Group Inc. | $2,420,000 | $272,000 | $40,000 |
| Perfection Painting Corp. | $1,285,000 | $74,000 | $200,000 |
| SBS Corp. | $2,118,000 | $38,000 | $275,000 |
| The Nazerian Group | $1,888,123 | $50,000 | $150,000 |

**AGREEMENT FOR CONSTRUCTION SERVICES**

**(SMALL PROJECTS)**

**CONTRACT NUMBER:** 25-189

**This Contract ("Contract")** is made and entered into on January 14, 2026 by and between Perfection Painting Corp. "Contractor") and Oxnard School District ("Local Educational Agency" or "LEA").

The Contractor shall furnish to the Oxnard School District for a total price of $1,359,000.00 Dollars ("Contract Price"), the following services ("Services" or "Work") on the Project:

**Bid #** 25-02

**Project Name:** District Office Enhancement Project

1. Work shall be completed within One Hundred ( 100 ) consecutive calendar days ("Contract Time") from the date specified in the Oxnard School District's Notice to Proceed.

2. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to the Contract provisions, it is understood, acknowledged, covenanted, and agreed that the Oxnard School District will suffer damage that is not capable of being reasonably calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the Oxnard School District, as fixed and liquidated damages for these incalculable damages, the sum of $500 Dollars per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

3. The Contract Documents include the following documents, as indicated:

____Notice to Bidders
____Instructions to Bidders
____Bid Form and Proposal
____Bid Bond
____Designated Subcontractors List
____Notice to Proceed
____ Agreement/Contract
____Contract Terms and Conditions
____ Non-Collusion Affidavit
____Prevailing Wage Certification
____PWC-100 DIR Registration
____Workers' Compensation Certification
____Criminal Background/ Fingerprinting
____Drug-Free Workplace Certification
____Tobacco-Free Environment Certification
____Statement of Bidder's Qualifications
____Insurance Certificates and Endorsements
____Performance Bond
____Payment Bond
____Guarantee
____General and Special Conditions
____Specifications/ Plans
____DVBE

4. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the Oxnard School District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the Oxnard School District has issued a Notice to Proceed.
5. The term of this Agreement shall commence on February 2, 2026, and terminate on May 13, 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.
6. Payment for the Work shall be made in accordance with the Terms and Conditions.
7. The architect for the Project is Flewelling & Moo ("Architect"), the project manager on the Project is Marcos Lopez ("Project Manager"), and the project inspector on the Project is N/A ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Project Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.
8. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, facsimile transmission, or electronic ("e-mail") transmission, addressed as follows:

**Oxnard School District**

ATTN: Melissa Reyes
Address: 1051 S A Street
City/ST/Zip: Oxnard, CA 93030
Email: mvreyes@oxnardsd.org
Fax Number: 805/385-1507

**Contractor**

Name: Perfection Painting Corp.
ATTN:
Adress:
City/ST/Zip:
Email:
Fax Number:

Any notice personally given or sent by e-mail or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

9. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the Oxnard School District's written approval of the completion of all Work.

10. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

11. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on each party's behalf has been properly authorized and empowered to enter into this Contract.

12. By signing this Agreement, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: January 15, 2026

**Oxnard School District**

Signature: _____

Print Name: Melissa Reyes

Print Title: Director, Purchasing

Address: 1051 S A Street, Oxnard, CA 93030

Telephone: 805/385-1501 x. 2410

Facsimile: 805/385-1507

E-Mail: mvreyes@oxnardsd.org

Dated: _____, 20___

**Contractor:** Perfection Painting Corp.

Signature: _____

Print Name: _____

Print Title: _____

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Employer Identification and/or Social Security Number: _____

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the LEA requires the Contractor to furnish the information requested in this section.**

## CONTRACT TERMS AND CONDITIONS

1. **NOTICE TO PROCEED:** LEA shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute, and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.

3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the Site's condition, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

4. **PERMITS. LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are legally required, in connection with the furnishing of the Work, Services, Scope of Work, materials, or supplies listed herein.

5. **PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.

6. **NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or the most current version) to the Project Inspector. Forms are available on the DSA's website at: http://www.dgs.ca.gov/dsa/Forms.aspx.

7. **EQUIPMENT AND LABOR:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Work herein described, the Services to be performed at such times and places as directed by and subject to the LEA's authorized representative's approval indicated in the Work specifications attached hereto.

8. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the LEA's prior written approval. Contractor shall be responsible for any re-design costs occasioned by LEA's acceptance and/or approval of any substitute, as well as any costs that the LEA incurs for professional services, including DSA fees. LEA may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the LEA with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

9. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the LEA. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall control the means and methods of its Work, and that of any agents, employees, subcontractors, or suppliers, and be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents, employees, subcontractors, or suppliers.

10. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the Site, use of equipment, quality control, quality assurance, and overall quality of workmanship.

11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and its subcontractor's or suppliers' employees and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the Contractor's employ or a subcontractor or supplier whom the LEA may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without the LEA's prior written consent.

12. **SUBCONTRACTORS:** Subcontractors or suppliers, if any, Contractor engages for any Service or Work under this Contract shall be subject to the LEA's prior written approval. Contractor agrees to bind every subcontractor or supplier by the terms of the Contract as far as such terms are applicable to subcontractor's or suppliers' work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the LEA for acts and omissions of its subcontractor or suppliers and of persons either directly or indirectly employed by the Contractor. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor or supplier and the LEA.

13. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the LEA the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **FINGERPRINTING OF EMPLOYEES**: Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. Contractor shall not permit any employee to have any contact with LEA pupils until such time as the Contractor has verified in writing to the governing board of the LEA that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. Contractor's responsibility shall extend to all employees, subcontractors or suppliers, agents, and employees or agents of subcontractors or suppliers regardless of whether those individuals are paid or unpaid, concurrently employed by the LEA, or acting as independent contractors of the Contractor. Unless the LEA determines that the Contractor will have limited contact with students, verification of compliance with this section and the Criminal Background Investigation Certification required with this Contract shall be provided to the LEA prior to Contractor performing any portion of the Work.

15. **TRENCH SHORING:** If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain LEA acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

16. **EXCAVATIONS OVER FOUR FEET**: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the LEA, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The LEA shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the LEA and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled Contract completion date, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

17. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six- square-foot area or greater indoors or a 20-square-foot area outdoors must be trained by an EPA- accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.

18. **CLEAN UP:** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

19. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property,

Contractor, without special instruction or authorization from LEA, is permitted to act at his discretion to prevent such threatened loss or injury.

20. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, global, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the LEA, provided that it is satisfactorily established that the non-performance is not due to the Contractor's acts, omissions, fault or neglect.

21. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the LEA, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein or the Contract Documents.

22. **ACCESS TO WORK:** LEA representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

23. **OCCUPANCY:** LEA reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

24. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after LEA's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work properly performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The LEA may withhold or deduct from any payment an amount necessary to protect the LEA from loss because of: (1) liquidated damages that have accrued as of the date of the Application for Payment; (2) any sums the LEA expended performing any of Contractor's Contract obligations that Contractor has failed to perform or has performed inadequately or deficiently; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) Contractor's unsatisfactory prosecution of the Work; (7) unauthorized Contract deviations; (8) Contractor's failure to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or LEA during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as the LEA's determines, which the LEA incurs for which Contractor is liable under the Contract; and (11) any other sums that the LEA is entitled to recover from Contractor under the Contract's terms or pursuant to state law or regulation, including section 1727 of the California Labor Code. The failure by the LEA to deduct any of these sums from a progress payment shall not constitute a waiver of the LEA's right to such sums. The LEA shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200

and 7201.

25. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the LEA. Contractor specifically understands, covenants, acknowledges, and agrees that the LEA shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the LEA with all information requested to substantiate the cost of the change order and to inform the LEA whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

**26. INDEMNIFICATION:** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless LEA, 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 LEA, or loss or theft of such property, or damage to the Property done or caused by such persons. LEA assumes no responsibility whatsoever for any property placed on LEA 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 LEA. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional acts of the LEA or any of its governing board, officers, agents, employees and/or volunteers.

27. **CONTRACTOR'S INSURANCE:** Contractor, at its own cost and expense, shall procure and maintain during the term of this Contract, policies of insurance for the following types of coverage:

    a. Commercial General Liability Insurance. Contractor shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

| | Each Occurrence | Aggregate |
|---|---|---|
| Moderate risk projects | $ 2,000,000.00 | $ 4,000,000.00 |
| Severe risk projects | $ 5,000,000.00 | $ 10,000,000.00 |

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Contractor in connection with the Services described in this Agreement shall maintain such insurance unless the Contractor's insurance covers the subcontractor and its employees.

b. Automobile Liability. Contractor shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [delete those not applicable]

| | |
|---|---|
| Personal vehicles: | $500,000.00 combined single limit or |
| | $100,000.00 per person / $300,000.00 per accident |
| Commercial vehicles | $1,000,000.00 per accident |

c. Workers' Compensation Insurance. Contractor 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. Contractor shall procure and maintain Employers' Liability insurance coverage of $1,000,000.

In the case of any such work which is subcontracted, Contractor 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 Contractor's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Contractor will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

d. Builder's Risk. LEA shall procure and maintain, during the term of this Contract, Builders' Risk coverage.

e. Other Coverage as Dictated by the LEA. Contractor shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

| | Each Occurrence | Aggregate |
|---|---|---|
| Pollution Liability | $ 1,000,000.00 | $ 2,000,000.00 |

f. If the Contractor or Contractor's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the LEA requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the LEA.

g. Contractor's and any and all subcontractor's insurance is primary and will not seek contribution from any other insurance available to the LEA.

h. Certificates of Insurance. Contractor and any and all subcontractors working for Contractor shall provide certificates of insurance to the LEA as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the LEA, and at any other time upon the request of the LEA. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates

of such insurance shall be filed with the LEA on or before commencement of the services under this Agreement.

i. Endorsements. Contractor's and any and all Contractor subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the LEA, 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 LEA.

1) General Liability
   - ■ Construction: CG 20 10 10 01 and CG 20 37 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. Contractor's and any and all Contractor 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 LEA. Contractor shall be responsible to pay that deductible or self-insured retention and the LEA shall not be responsible to pay these costs. In the event that Contractor's deductibles or self-insured retentions collectively total more than $50,000.00, LEA reserves the right to request proof of Contractor's financial solvency in relation to remittance thereof or require Contractor 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 LEA.

m. Insurance written on a "claims made" basis is to be renewed by the Contractor and all Contractor 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 contractor for all claims made.

n. Failure to Procure Insurance. Failure on the part of Contractor, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the LEA may immediately terminate this Agreement.

28. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the LEA, in a form acceptable to the LEA, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the LEA.

29. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall

guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

30. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

31. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the LEA, in writing, and, at the sole option of the LEA, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the LEA. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the LEA of the violation, Contractor shall bear all costs arising therefrom.

32. **HEALTH AND SAFETY REQUIREMENTS:** In the furnishing the Work under this Agreement, Contractor agrees to comply with and observe all provisions of the California Education Code, California Code of Regulations, Federal Code of Regulations and all other applicable laws, rules, regulations, and public health orders as prescribed by the United States Government and the State Department of Public Health, Ventura County Public Health Department, Governor or other state and local agencies related to schools, and operations of Contractor in providing the Work, including school reopening plans adopted by the LEA. Provider will, without additional cost to the LEA, review, follow and implement safety and health measures as part of school reopening or operations planning, including, but not limited to, face coverings, employee COVID-19 testing, and sanitization of tools, equipment, facilities, and vehicles.

33. **LABOR CODE REQUIREMENTS**: The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the LEA. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

    a. **State Labor Compliance**: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to State labor compliance

monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations.

b. **Certified Payroll Records**: Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall electronically submit certified payroll records directly to the Labor Commissioner weekly and within ten (10) days of any request by the LEA or the Labor Commissioner in accordance with section 16461 of Title 8 of the California Code of Regulations.

34. **ANTI-DISCRIMINATION:** It is the policy of the LEA that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

35. **DISABLED VETERAN BUSINESS ENTERPRISES (IF APPLICABLE):** Section 17076.11 of the Education Code requires school LEAs using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school LEA, for disabled veteran business enterprises (DVBE). If this Contract uses SFP Funds, Contractor must submit, with its executed Contract, appropriate documentation to the LEA identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

36. **ANTI-TRUST CLAIM**: Contractor and its subcontractor(s) or suppliers agree to assign to the LEA all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the LEA tenders final payment to the Contractor, without further acknowledgment by the parties.

37. **DISPUTES**: In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work but will allow determination by the court of the State of California, in the county in which the LEA's administration office is located, having competent jurisdiction of the dispute. All claims of over $375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Contract. The demand for mediation of any claim of over $375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment. If a claim, or any portion thereof, remains in dispute upon

satisfaction of all applicable dispute resolution requirements, the Design-Builder shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the LEA. For purposes of those provisions, the running of the time within which a claim must be presented to the LEA shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

38. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, expert/consultant fees, and attorney's fees. This provision does not apply to Contractor's obligation to indemnify the LEA as provided in this Contact.

39. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the LEA, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, or if Contractor violates any law or regulation (including, without limitation, failure to properly pay prevailing wage, maintain certified payroll reports, or violate any labor law), LEA shall have the right to terminate this Contract effective immediately upon the LEA giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the LEA by reason of the Contractor's failure to perform and complete the Contract. LEA shall also have the right in its sole discretion to terminate the Contract for its own convenience upon LEA giving three (3) days written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and five percent (5%) of the total cost of Work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) shall be full compensation for all of Contractor's and its subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits or other claims resulting from termination of the Contractor for convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

40. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the LEA's prior written consent.

41. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

42. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

43. **GOVERNING LAW AND VENUE:** Contractor hereby acknowledges and agrees that LEA is a public entity, which is subject to certain requirements and limitations. This Contract and the LEA's obligations 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 Contract 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 Contract, the action shall be brought in state or federal court situated in the County of Ventura, State of California, or other mutually agreed location. Contractor hereby waives and expressly agrees not to assert, claim, or allege, in any way, that it is not subject to the personal jurisdiction of the courts named above. Contractor further agrees 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.

44. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns and shall inure to the benefit of said parties and their successors and assigns.

45. **LOCAL EDUCATIONAL AGENCY WAIVER:** LEA's waiver of any term, condition, covenant, or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition, or covenant.

46. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

47. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

48. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

49. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing signed by all parties.

# OSD BOARD AGENDA ITEM

**Name of Contributor:** Kristen Pifko **Date of Meeting:** January 14, 2026

**Agenda Section:** Section D: Action Items

**Approval and Adoption of the January 2026 Semi-Annual Implementation Program Update as an Adjustment to the Enhanced Master Construct Program (Pifko/Bennett/CFW)**

The January 2026 Report provides the 26th semi-annual update to the Enhanced Master Construct Program ("Program") to the Oxnard School District ("District") Board of Trustees ("Board"). The report links the progress of the original 2013 Reconfiguration and Implementation Program, and the subsequent Master Construct and Implementation Program adopted by the Board in 2016 with the Enhanced Master Construct Program adopted by the Board in June 2022. It reflects the status of the Program since the last June 2025 six-month update (adopted by the Board in August 2025) and the time of this document's publishing in January 2026. The report provides Program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. The updates are reporting for the period of June 2025 – December 2025 with projected outcomes over the next sixth months, where applicable. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period.

**FISCAL IMPACT:**

The Enhanced Master Construct Program includes the use of general obligation bond authorizations, available local developer fees, and State modernization and new construction grants as previously approved by the Board. The update includes the integration of the Enhanced Master Construct Program adopted by the Board in June 2022. Previous phases include a total estimated sources and uses of approximately $265.3 million with an estimated ending program balance of $856,484. Approximately $359.5 million is estimated in costs across all selected school sites for remaining facilities improvements and for remaining land acquisition COP payments and the payoff of a proposed Bond Anticipation Note (BAN). An additional Program Reserve of $24.9 million is recommended. The total integrated budget includes $384.4 million in remaining estimated project improvements to be funded over the proposed remaining phases.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in consultation with CFW, that the Board accepts and adopts the January 2026 Semi-Annual Implementation Program Update as an adjustment to the Enhanced Master Construct Program and the Board directs staff and CFW to proceed with the adjustments to the Program for immediate implementation.

**ADDITIONAL MATERIALS:**

**Attached:** Enhanced Master Construct Program - January 2026 Implementation Plan Update (58 pages)
Semi-Annual Report Presentation - January 14, 2026 Regular Board Meeting.pdf

January 2026







Semi-Annual Report to the Board of Trustees

OXNARD SCHOOL DISTRICT

# ENHANCED MASTER CONSTRUCT PROGRAM

CFW INC.

**Caldwell Flores Winters, Inc.**
1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

2163 Harbor Bay Parkway
Alameda, CA 94502

521 N. 1st Avenue
Arcadia, CA 91006

For:

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

**Board of Trustees**
Veronica Robles-Solis, President
Brian R. Melanephy, Clerk
Monica Madrigal Lopez, Trustee
Rose Gonzales, Trustee
Cynthia Salas, Trustee

**District Administrators**
Dr. Ana DeGenna, Superintendent
Kristen Pifko, Assistant Superintendent Business and Fiscal Services
Dr. Aracely Fox, Assistant Superintendent of Educational Services
Dr. Scott Carroll, Assistant Superintendent, Human Resources
Mark Bennett, Director of Facilities

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# PROGRAM SUMMARY

Caldwell Flores Winters, Inc. ("CFW") is pleased to present the 26th semi-annual update to the Enhanced Master Construct Program. The report links the progress of the original 2013 Reconfiguration and Implementation Program, and the subsequent Master Construct and Implementation Program adopted by the Oxnard School District Board of Trustees ("Board") in 2016 with the Enhanced Master Construct Program ("Program") adopted by the Board in June 2022. It reflects the status of the Program since the last June 2025 six-month update adopted by the Board in August 2025. The report provides program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. The updates are reporting for the period of June 2025 – December 2025 with projected outcomes over the next sixth months, where applicable. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period.

The Program has led to the development of nine new schools. To date, six new schools (Driffill, Harrington, Elm, Lemonwood, McKinna and Rose Avenue) have been constructed, one (Fremont) will soon start construction, one (Lopez) remains in design, and one (Seabridge) has been designed pending availability of future funding for construction. In addition, it has led to the construction of three Early Childhood Development Centers (ECDC), with one under construction and one additional ECDC in design, the acquisition of 2 school sites, and the current modernization of McAuliffe and Ritchen elementary schools. It has also provided for the expansion of construction of TK/K and special education "flex-facilities" at four elementary school sites, and 21st Century science labs at select schools.

The reconstruction of Fremont will soon commence and the reconstruction of Lopez is in the design phase. The District is also actively planning to provide 21st Century classroom improvements and reconstruct select support facilities to maintain equity, and construct additional transitional kindergarten and early childhood education classrooms over time at select school sites throughout the District. Below is a summary of the status of projects under management and a description of milestones achieved during this period:

- **Rose Avenue Elementary -** The new facilities were occupied in August 2025. The second phase includes the demolition of the existing buildings and construction of the new fields. It is anticipated that the entire site will be turned over to the District in April of 2026
- **Fremont Academy -** Received Division of the State Architect (DSA) approval and a proposed Guaranteed Maximum Price (GMP) has been developed and will be presented to the Board for approval in January 2026 with construction to commence thereafter

- **Dr. Lopez Academy -** Received City comments and required site adjustments are in the process of being incorporated into the project design scope. It is anticipated that the project will be submitted to the Division of the State Architect DSA in 2026
- **Ritchen Elementary -** Phase 1 is completed and Phase 2 is scheduled for completion in December 2025. The overall project is scheduled to be completed by the beginning of the 2026-27 school year. It is anticipated that $3.6 million in State grants will be received by June 2026
- **McAuliffe Elementary -** Phase 1 is completed and Phase 2 is scheduled for completion in December 2025. The overall project is scheduled to be completed by the beginning of the 2026-27 school year. It is anticipated that $3.4 million in State grants will be received by June 2026
- **Marina West ECDC -** Phase 1 (six new classrooms) is scheduled for completion in December 2025. Phase 2 demolishes remaining buildings and constructs four new classrooms. The completion date is proposed to be adjusted from February 2026 to July 2026 because of an unforeseen coordination with Southern California Edison (SCE). In addition, the lease agreement with the Child Development Resource program was only recently approved
- **Driffill ECDC -** The project is now in the process of being closed out with DSA. The Notice of Completion was filed with the County of Ventura in October 2025
- **Lemonwood and Marshall Changing Rooms -** Both projects are currently in re-design with an anticipated submittal date to DSA and the California Department of Education (CDE) in spring of 2026
- **Rose Avenue ECDC -** The project has been approved by DSA. Construction is subject to funding availability

Over the next six months, construction of the Marina West ECDC, Ritchen, and McAuliffe will continue, Fremont reconstruction will commence, and the Dr. Lopez reconstruction project will be submitted to the DSA for review. It is also anticipated that designs for the Lemonwood and Marshall changing rooms will be completed and submitted to DSA.

Proposed funding for the Program continues to include the use of general obligation bond authorizations, available local developer fees, and State modernization and new construction grants as approved by the Board. A budget adjustment to the Fremont Reconstruction project of $8.4 million is required to accommodate the Guaranteed Maximum Price (GMP) and associated cost increases for construction of the project proposed to be approved by the Board in January 2026. A Bond Anticipation Note (BAN) sale of $36.1 million is proposed to occur in February 2026 to accelerate anticipated revenues from remaining Measure D bond authorization. The BAN is proposed to fund current active projects and provide additional program reserve funding. A corresponding pay off of the BAN is estimated to occur in 2031 from the last sale of remaining Measure D bonds.

Based on the adopted Enhanced Master Construct Plan approved by the Board, approximately $359.5 million is estimated in project costs across all selected school sites for remaining facilities improvements. In addition, a Program Reserve of $24.9 million is recommended to accommodate unforeseen events including soil and site conditions, variations in costs, additional agency requirements, and changes in codes and building requirements.

It is recommended that the Board:

- Accept and adopt this semi-annual update to the Enhanced Master Construct
- Direct staff and CFW to proceed with recommended adjustments to the Program for its immediate implementation including the Bond Anticipation Note (BAN) sale
- Establish a date for the next six-month review by the Board

# EDUCATIONAL PROGRAM

The District continues with the implementation of its strategic plan, **Oxnard EMPOWERS** (Excellence through Multilingualism, Possibility, Opportunity, Equity, Respect and Scholarship) to align all District educational programs, initiatives, and decisions to improve student achievement. Student success is defined by the **Student Profile** adopted by the Board in 2021 and the **Standards of Excellence** defined in 2022. Student success is defined by the Student Profile, which describes the attributes of a successful person: being an **innovator, problem solver, achiever, global thinker, collaborator, digital learner, and future-focused learner**. The goal is for students to leave the District with mastery of these attributes to ensure success in high school and beyond. All staff, both classified and certificated, are expected to organize learning experiences in ways that result in students achieving competency in these domains.

This requires intentional shifts in instructional methodologies and the consistent use of research-informed practices that accelerate student learning. Instruction is rooted in the District's mission to **Ignite, Transform, Nurture, and Embrace** learners and reflects coherent, additive approaches that affirm student identity, language, and culture while promoting high intellectual performance for all students. Consistent with widely recognized characteristics of effective 21st century classrooms, instruction is increasingly **student-centered rather than teacher-centered**, with teachers serving as facilitators, coaches, and designers of learning experiences as students learn by doing through inquiry, collaboration, and authentic problem-solving. Students learn to ask effective questions, conduct investigations, synthesize information from multiple sources, and demonstrate mastery through meaningful projects and performances.

Just as student learning is changing, assessment of student learning must also evolve. Classroom instruction emphasizes inquiry, problem-solving, collaboration, and real-world application to ensure students develop agency, voice, and confidence as innovators, global thinkers, and future-focused learners. The District's instructional expectations prioritize the use of performance-based measures—projects, presentations, products, and demonstrations of learning—alongside other measures of student progress. These approaches support higher-order thinking, effective communication, and application of learning across content areas.

The classroom physical environment must support teachers as they make these instructional shifts and provide students with opportunities to engage in hands-on, meaningful, and authentic learning activities. Learning environments are designed to move beyond traditional, static layouts toward flexible configurations that support individual learning, small-group instruction, and collaboration. Technology is integrated into daily instruction as a learning tool (not an add-on) to support research, creation, communication, and presentation of student work. Technology integration amplifies—rather than

replaces—instruction by supporting formative assessment, multilingual expression, and authentic project-based learning. Universal Design for Learning (UDL) principles and asset-oriented practices guide the design and use of learning environments to ensure accessibility and inclusion for Emergent Multilingual Learners, students with disabilities, and all learners.

The District desires to have the Enhanced Master Construct Plan aligned to Oxnard EMPOWERS. Educator capacity is essential to this work, and the District provides sustained professional learning that supports teachers in designing digital-rich lessons, implementing high-leverage instructional strategies, supporting biliteracy pathways, and cultivating culturally and linguistically sustaining classrooms. Professional learning communities, coaching cycles, and collaborative inquiry ensure coherence and continuous improvement across TK–8. Learning environment and school culture is one of the goals of the plan and aligns with the value and principle of creating and maintaining **safe, affirming, equitable, and enriched culturally and linguistically sustaining multilingual learning environments** of high intellectual performance across all content areas and in all areas needed for 21st century success. Two actions guide this work:

- Action 2.5.1: Continue to evaluate and improve implementation of the Enhanced Master Construct Plan, aligning it to Oxnard EMPOWERS.
- Action 2.5.2: Transform OSD campuses as up-to-date, inviting, aesthetically pleasing, and engaging campuses that by their appearance and design promote school pride among staff, students, and families, and communicate clear behavioral expectations for students and staff.

## 2.1 TRANSITION PLANS

Transition planning continues for active modernization and improvement projects to ensure a smooth move from one classroom to another and to minimize disruption to instruction. Meetings continue with District staff and program partners to determine what has been accomplished and what remains to be completed, and to coordinate packing, relocation, interim learning spaces, safe circulation, and logistics. Transition plans are developed and refined for each impacted site to support continuity of teaching and learning as learning environments are modernized.

## 2.2 FUTURE CONSIDERATIONS

The District continues to evaluate the impact of declining enrollment on the educational program and the corresponding use of facilities. While overall enrollment continues to decline, there has been a significant increase in the number of support services and extended learning opportunities provided to students that require program and support space at the school sites.

District leadership has identified specific needs in special education and physical education which have the potential to further impact facility needs throughout the District now and in the coming years. While the Facilities Program has continued to provide for special education spaces, there is potential that the District will need increased numbers of specialist spaces and SDC classroom spaces in the future. Over the next six months, it is proposed that the District continue to evaluate its needs and specifications related

to multipurpose building (MPR) facilities to better align with physical education program needs. Therefore, the District and CFW will continue to consider modifications to the educational specifications and make recommendations to the Board on an ongoing basis. Some of these items were discussed at the District's January 5, 2026 Special Board Meeting and any changes will be reflected in the 27th Semi-Annual Report scheduled to be presented to the Board in June 2026.

# FACILITIES PROGRAM

The Board adopted the Enhanced Master Construct Program in June 2022, and further funded the facilities program with the successful passage of Measure I in November 2022. The enhanced Program builds upon the original Master Construct Program commenced in 2012 under Measure R and further expanded with the passage of Measure D in 2016. The District has adopted specifications for 21st Century Learning Environments to guide the reconfiguration and improvement of its K-5, K-8 and 6-8 school facilities in phases over a 15-year period. The overall goal is to reconstruct older schools, improve or replace support facilities, extend the overall educational program to 4-year-old students, and replace portable classrooms with permanent facilities wherever possible. To date, the Program continues to be subject to Board review and adjustment as needed on a semi-annual basis. The Program is also subject to annual independent financial audits from District auditors and from the various independent citizens' oversight committees as to actual and planned program expenditures. To date, there have been no negative findings from the District's auditors or oversight committees as to the positive performance of the program.

During this period, the facilities component of the Enhanced Master Construct Program has led to the development of nine new schools. To date, six new schools (Driffill, Harrington, Elm, Lemonwood, McKinna and Rose Avenue) have been constructed, one (Fremont) will soon start construction, and one ( Dr. Lopez) remains in design. In addition, it has led to the construction of three Early Childhood Development Centers (ECDC), with one under construction and one additional ECDC in design, the acquisition of two school sites, and the current modernization of McAuliffe and Ritchen elementary schools. It has also provided for the expansion and construction of TK/K and special education "flex-facilities" at four elementary school sites, and 21st Century science labs at select schools.

The Enhanced Master Construct Program further identified the need for additional improvements. Brekke and Ramona schools are in need of equivalent 21st Century classroom improvements and reconstruction of select support facilities. Driffill, Chavez, Kamala and Curren K-8 schools need similar 21st Century improvements to classrooms, and upgrade or reconstruction of support facilities. The K-5 component of Marshall school is also in need of 21st Century upgrades. At the middle school level, Frank needs 21st Century upgrades throughout its existing facilities. Fremont and Lopez are now old, have met their useful life, and in need of replacement to meet the planned level of enrollment. Fremont will soon commence construction and Lopez is in the design phase. Additional TK/K/SDC and ECDC facilities are needed to fully meet the District's enrollment and state standards.

The following section provides an update of projects that have been completed, projects under way, and a summary of projects remaining to be undertaken in future phases. The updates are reporting for the period of June 2025 – December 2025 with projected outcomes over the next sixth months, where

applicable. These components are then carried over for further consideration in the Master Budget, Schedule and Timeline recommendations in Section 5 of this report.

## 3.1 COMPLETED PROJECTS

Completed projects include improvements to kindergarten facilities at Ritchen, Brekke, and McAuliffe schools, construction of science labs at Chavez, Curren, Kamala, Dr. Lopez Academy, and Fremont schools and the initial deployment of state-of-the-art learning resources, including 1:1 mobile devices for all students and teachers at every school. Six new 21st Century schools were constructed at Harrington, Elm, Driffill, Lemonwood, McKinna, and Rose Avenue to replace the prior obsolete facilities. The seventh school, Fremont will soon begin construction and design is underway for the reconstruction of Dr. Lopez Academy. A new 12 classroom building serving grades 6-8 was completed at the prior Marshall elementary school to create the newest K-8 school. New TK/K/SDC "flex" classrooms at Brekke, McAuliffe, Ritchen, and Ramona elementary schools were completed, as well as ECDC facilities at Lemonwood and Harrington elementary schools with additional facilities complete at Driffill. Construction of new ECDC facilities at Marina West is underway. The District has completed the land purchase of the new Seabridge elementary school site and the Doris/Patterson elementary and middle school sites. Design approval from the Division of State Architect (DSA) and California Department of Education (CDE) for the new Seabridge K- 5 elementary school has been achieved. Funding for the projects to date has been from various sources including Measure "R", Measure "D", Measure "I", developer fees, and State grant funding.

## 3.2 PROJECTS UNDERWAY

The following sections provide further detail on the status of projects summarized above and expected outcomes over the next six months.

### 3.2.1 ROSE AVENUE ELEMENTARY RECONSTRUCTION

The Rose Avenue Reconstruction project includes a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. The project included the replacement of a 60-year old school with new 21st century facilities. The project is being constructed in two phases. The first phase included the construction of the new campus buildings built on the existing play fields. The new facilities were occupied in August 2025. A ribbon cutting ceremony was held in September 2025 and was well received by the community. The second phase includes the demolition of the existing buildings and construction of the new fields which is anticipated to be completed at the beginning of 2026 and will not require additional City improvements. Following a 90-day maintenance period to establish the new grass and other plantings, it is anticipated that the entire site will be turned over to the District in April of 2026.

The current Board approved "all in" budget for the Rose Avenue project is $58.6 million. No budget adjustments are recommended at this time.





**Rose Avenue Elementary School**

### 3.2.2 RITCHEN ELEMENTARY MODERNIZATION

The Ritchen modernization project improves 28 existing classrooms, provides for repurposing of existing spaces to STEAM and piano labs, and upgrades the MPR and library to comply with the District's vision and specification for classrooms and student support facilities. The improvements in the library also provide for the inclusion of two breakout rooms. Interior improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical, and furnishings, as well as data and other technology upgrades.




**Ritchen Elementary School Construction Progress**

Construction commenced in January 2025 on Phase 1 of the four-phase project. Work includes the demolition of classroom interiors, installation of new flooring and wall finishes, and modifications to the classroom interiors including the installation of sliding markerboards, audio visual systems, and storage. The first phase of improvements was completed in August 2025. Phase 2 began immediately thereafter and is scheduled for completion in December 2025. The overall project remains on track to be completed by the beginning of the 2026-27 school year. The District has an approved State aid application for matching modernization grants for this project totaling $3.6 million. It is anticipated that these grants will be received by June 2026.

The current Board approved "all in" budget for the Ritchen project is $10.5 million. No budget adjustments are recommended at this time.

### 3.2.3 MCAULIFFE ELEMENTARY MODERNIZATION

The McAuliffe modernization project improves 28 existing classrooms, provides for repurposing of existing spaces to STEAM Academy and piano labs, and improves support spaces to comply with the District's vision and specification for 21st Century K-5 classrooms and support school facilities. Upgrading the library into a Media Center is proposed which provides for the inclusion of two breakout rooms. The repurposing of two adjacent supply rooms into administrative and counselor space is also provided. Other interior improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical systems, and furnishings, as well as data and other technology upgrades consistent with those available at similarly reconstructed schools, where possible.

Construction commenced in March 2025. Work over the last six months included the demolition of classroom interiors and the installation of new flooring and wall finishes. Modifications to the classroom interiors include the installation of sliding markerboards, audio visual systems, and storage. The first phase of improvements was completed in August 2025. Phase 2 began immediately thereafter and is scheduled for completion in December 2025. The overall project remains on track to be completed by the beginning of the 2026-27 school year. The District has an approved State aid application for matching modernization grants for this project totaling $3.4 million. It is anticipated that these grants will be received by June 2026.

The current Board approved "all in" budget for the McAuliffe project is $9.7 million. No budget adjustments are recommended at this time.



**McAuliffe Elementary School Construction Progress**

### 3.2.4 DRIFFILL ECDC

The ECDC project at Driffill includes the construction of 10 PS/TK/K classrooms. The District received a matching grant award from the California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program to construct the classrooms. The approved application included four classrooms

for PS, four classrooms for TK, and two classrooms for K grades to assist in the creation of an Early Childhood Development Center for the benefit of district wide use. All classrooms are designed to be Title 22 and Title 5 compliant. A new playground was also provided.

The project is now in the process of being closed out with the Division of the State Architect (DSA). The Notice of Completion was filed with the County of Ventura in October 2025. The current Board approved "all in" budget for the Driffill project is $9.9 million. No budget adjustments are recommended at this time.

### 3.2.5 FREMONT ACADEMY

The Fremont Academy reconstruction project includes constructing a new middle school facility on the open space portion of the existing site along H Street, but away from Glenwood, maintaining the operation of the existing facility during construction of the replacement school and replacing it thereafter with improved open and recreational space for school and community use. The reconstructed school includes multi-storied classroom buildings to serve an initial population of 750 students, including general purpose classrooms, an academy room, special education rooms, science labs, an art lab, and a band/orchestra room. Teaching support and administrative spaces, and library facilities are also planned. A gym/multipurpose facility, a lunch shelter, as well as student and staff restrooms would be provided. Parking and student pick up/drop of areas would be provided off H Street which would become the entrance to the new facility.

The project has received both DSA and California Department of Education (CDE) approval. A proposed Guaranteed Maximum Price (GMP) has been developed and will be presented to the Board for approval in January 2026. Construction will commence following Board approval of the GMP.

The current Board approved "all in" budget for the Fremont project is $65.8 million. A budget adjustment to the Fremont project of $8.4 million is required to accommodate the proposed Guaranteed Maximum Price (GMP) and associated cost increases for construction of the project, increasing the proposed "all in" budget to $74.2 million.

### 3.2.6 DR. LOPEZ ACADEMY OF ARTS AND SCIENCES SCHOOL

Dr. Manuel M. Lopez Academy of Arts and Sciences (Dr. Lopez) was originally built in 1954 and after nearly 70 years of service has been deemed to need replacement by previous reviews and considerations by the Board. The reconstruction strategy for the project will implement a two-story campus and accommodate up to 750 students over 2 phases to allow for use of the existing facility during Phase 1 construction with job site access from Wooley across the existing bus facility. During Phase 2, interim parking on the designated rear hardscape area is provided while the existing site is demolished, new permanent parking area and tennis courts constructed, and hardscape area restored for student use upon completion. Proposed facilities include 24 general purpose classrooms, a piano lab, 6 dedicated special education classrooms, an opportunity classroom, 4 science labs, an art lab, plus a band/orchestra room, lunch shelter, and necessary support, administrative, library, and MPR facilities. Parking and student pick

up/drop off areas would be included on site with access from Hill Street. The major orientation of the new school would begin with a new parking area from Hill to the north along the western edge to the approximate mid-point of the site where the new structures would be constructed, surrounded to the north, west and southwest by play fields and play areas available for school and community use.

The project is currently in the design phase. The selected contractor to serve as the Lease Leaseback Construction Services provider was approved by the District's Board in April 2025. The architect submitted the schematic plans to the City for comments who have presented the Architect with a comprehensive list of requirements by the City to be addressed. These comments and required site adjustments are in the process of being incorporated into the project scope. It is anticipated that the project will be submitted to the Division of the State Architect (DSA) in 2026.

The current Board approved "all in" budget for the Dr. Lopez project is $69.7 million. No budget adjustments are recommended at this time.

### 3.2.7 MARINA WEST ECDC

The ECDC project at Marina West includes the construction of 10 PS/TK/K classrooms. The District received a matching grant award from the California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program to construct the classrooms.

Construction of the new facilities is underway and will occur in two phases to accommodate the third-party preschool program currently occupying some of the buildings to be replaced. The first phase, including demolition of the existing portable classrooms on Carob Street and construction of six new modular classrooms is underway with completion anticipated for January 2026. The second phase will demolish the remaining buildings on the site and construct the remaining four classrooms. Following relocation of the third party pre-school program into the new facilities after completion of Phase 1, Phase 2 will begin with overall project completion estimated for the summer of 2026.



**Marina West ECDC Construction Progress**

The current Board approved "all in" budget for the Marina West project is $10.8 million. No budget adjustments are recommended at this time. The scheduled completion date for the project is proposed to be adjusted from February 2026 to July 2026 because of an unforeseen coordination with Southern California Edison (SCE) due to a required transformer relocation that incurred a delay, as well as the required fire alarm addition to an occupied building. In addition, the lease agreement with the Child Development Resource program was only recently approved.

### 3.2.8 ROSE AVENUE ECDC

Pursuant to the adopted Enhanced Master Construct Plan, a separate new Early Childhood Development Center (ECDC) is to be constructed at the existing Rose site. The ECDC would be located at the northwest corner of the site where the three current kindergarten classrooms (Rooms 501, 502, and 503) are located. These facilities will be modernized and incorporated with three new Title 5 classrooms to establish the new ECDC facility. The existing play area will be upgraded like the option utilized for the creation of the Harrington ECDC and would be improved or maintained as required to serve the needs of these students.

The project has been approved by DSA under two applications, one application for the modernization portion and the second application for the new modular classrooms. The current Board approved "all in" budget for the Rose Avenue ECDC project is $4.9 million. No budget adjustments are recommended at this time. Construction of the project is subject to funding availability.

### 3.2.9 LEMONWOOD & MARSHALL K-8 CHANGING ROOMS

During the construction of Lemonwood and Marshall K-8 schools, the District modified the physical education (PE) program to be implemented at each of the K-8 schools. It was decided that middle school aged students would dress-out for PE class. Based upon District needs, it has been decided that new, stand alone facilities will be constructed at each of the campuses. Both projects are currently in re-design with an anticipated submittal date to DSA and CDE in spring of 2026.

The current Board approved "all in" budget for the combined projects is $2.5 million, at $1.25 million each. No budget adjustments are recommended at this time.

## 3.3 PROJECTS REMAINING TO BE UNDERTAKEN

Based on Board approval of the Enhanced Master Construct Plan, the following projects are proposed to be undertaken pursuant to the Master Schedule, Budget and Sequencing provided in Section 5 of this report. As previously reviewed under the Educational Program section, the District may consider reviewing the required specifications for MPR facilities at remaining the K-8 schools to accommodate a reduced scope of planned new MPR facilities, similar to that of the K-5 schools with stand alone changing facilities also being constructed, as needed. Over the next six months, it is proposed that the District continue to evaluate its needs and specifications related to MPR facilities, which may have future impact to the defined projects below at the K-8 schools.

### 3.3.1 BREKKE K-5 SCHOOL

Existing facilities at Brekke need improvements, including the repurposing of certain facilities to accommodate district K-5 specifications for 21st Century upgrades. Twenty-six permanent classrooms (including 3 SDC and 1 intervention room) and the MPR are proposed to receive 21st Century upgrades. Similar improvements are proposed to the library with additional interior improvements to accommodate a breakout room and a 480 square foot Maker's room. One additional classroom will receive limited upgrades, where applicable, including furnishings, to account for previously completed modernization improvements at that room. The repurposing of two existing classrooms for a STEAM Academy and a piano lab is also proposed. Existing administrative spaces are also proposed for 21st Century upgrades to furnishings and improvements to the lobby and reception area.

Additional improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical, and furnishings, data and other technology upgrades and the removal of portable classrooms. Brekke will have 29 classrooms following the modernization project of which three classrooms are proposed for kindergarten classrooms and three for TK. The existing permanent classrooms at Brekke are eligible for State modernization grants.

### 3.3.2 RAMONA K-5 SCHOOL

Existing facilities at Ramona need improvements, including the repurposing of certain facilities to accommodate district K-5 specifications for 21st Century upgrades. Twenty-four permanent classrooms (including 2 SDC and 1 Intervention room) are proposed to receive 21st Century upgrades to comply with the District's vision and specification for 21st Century K-5 classrooms as well as improvements to the MPR and library spaces. In addition, the library is to be expanded into the adjacent current computer lab to accommodate a maker's space and a 480 square foot RSP program space. Limited upgrades to the administration areas are proposed including 21st century furnishings and a monitor to promote school meetings, student programs, and activities. The construction of 2 new classrooms is also proposed to provide a STEAM Academy and a piano lab. Proposed interior improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical, and furnishings, as well as data and other technology upgrades.

Additional improvements include roofing upgrades, as needed, replacement of HVAC unit #7, and installation of security cameras, removal of portables. Upon completion the school will consist of 28 classrooms, including three kindergarten classrooms and two TK. The existing permanent classrooms at Ramona are eligible for State modernization grants.

### 3.3.3 DRIFFILL K-8 SCHOOL

As one of the newest P2P schools, Driffill needs limited improvements to accommodate K-8 District specifications for 21st Century learning environments. Thirty-one permanent classrooms (including 1 Intervention room) are proposed to receive 21st Century upgrades to comply with the district's vision and specification for 21st Century classrooms for K-8 schools. The 2 science labs were previously improved in

2014. Proposed improvements include demolishing the current MPR and constructing a new 8,075 square foot MPR/Gymnasium to include a kitchen, serving/presentation space, gymnasium, lockers, storage, toilet and custodial facilities. The library is proposed to absorb the adjacent computer room to increase the total square footage to accommodate 21st Century specifications for a Library Media Center. The administrative office is proposed to receive 21st Century furnishings and a monitor to promote school meetings, student programs and activities. Additional site improvements include installation of security cameras, and removal of portables. The older original eight-classroom building, and portables are being demolished to accommodate the new MPR and 2 new kindergarten and 3 TK classrooms. An ECDC consisting of 10 Title 5 classrooms to support district wide preschool/TK/K facilities has been completed as a separate project on the site.

### 3.3.4 CHAVEZ K-8 SCHOOL

Based on the limited site area and the need to preserve the built environment, Chavez would best function with a smaller student body and site plan that could best maximize the opportunities to comply with the district's 21st Century specifications. It is recommended that Chavez enrollment be capped at 750 TK/K-8 students in 31 permanent classrooms (8 less than the current number). Four older permanent classrooms and 2 P.E. changing rooms that have outlived their useful life are to be removed. Five existing classrooms are to be repurposed and combined to provide 3 Title 5 compliant TK classrooms. The 26 remaining classrooms (including the 4 Title 5 K classrooms and an intervention room) and library are proposed to receive 21st Century upgrades to comply with the District's vision and specifications. The 2 existing science labs were previously upgraded in 2014. The construction of a new 8,075 square foot MPR building to include a commercial kitchen, serving/presentation space, changing rooms, restrooms, PE offices, and custodial facilities is also proposed. The existing MPR is to remain and be dedicated to community events and student performances. The administrative office is proposed to receive 21st Century furnishings and a monitor to promote school meetings, student programs and activities. Additional recommended site improvements include installation of security cameras and an allowance for offsite improvements.

### 3.3.5 KAMALA K-8 SCHOOL

Thirty-five permanent classrooms (including 1 intervention room) are proposed to receive 21st Century upgrades. Two existing science labs were previously upgraded as part of the original conversion of the site to a K-8 facility in 2014. A new 8,075 square foot MPR/Gymnasium building is proposed to include a kitchen, serving/presentation space, gymnasium, lockers and storage, toilet, and custodial facilities. Upon completion of the new MPR/Gym, a reconfiguration of the existing MPR building into the administrative space to district specifications is proposed. The existing administration is proposed to be repurposed into support spaces. Two existing general-purpose classrooms are to be combined onto the library to include a storage room, a reading area, textbook storage, a small breakout room, and a tech work/storage room as identified in the adopted educational specifications. Additional recommended site improvements include roofing and HVAC system, as needed, improved parking/drop off, installation of security cameras, removal of all portables, and an allowance for offsite improvements.

### 3.3.6 CURREN K-8 SCHOOL

Thirty-eight permanent classrooms (including 1 Intervention room) are proposed to receive 21st Century upgrades to comply with the district's vision and specification for 21st Century classrooms. The 2 science labs were previously improved in 2014. The construction of a new 8,075 square foot MPR/Gym building to include a kitchen, serving/presentation space, gymnasium, lockers and storage, toilet, and custodial facilities is proposed. Upon completion of the new MPR/Gym, the reconfiguration of the existing MPR building into a library is proposed. The existing library facility is proposed to be converted into a staff lounge. The demolition and construction of a new administration building is also proposed. Additional recommended site improvements include roofing and HVAC upgrades, as needed, installation of security cameras, improved parking/drop off, removal of existing portable student changing rooms, and an allowance for offsite improvements.

### 3.3.7 MARSHALL K-8 SCHOOL

The original existing facilities at Marshall need upgrade, plus the repurposing of certain facilities at the Tk/K-5 level. One existing classroom (Room 602) and its attached three preparation rooms is proposed to be repurposed into a Title 5 compliant TK classroom with its own student restroom and teacher work area. The twenty-five permanent rooms (including 8 SDC, 1 Intervention, and 2 support/RSP) are proposed to receive 21st Century classroom upgrades. The library/media is proposed to get 21st Century furniture, fixtures, and equipment upgrades. The administrative space is proposed to receive 21st Century furnishings and a monitor to promote school activities. An allowance is provided for security and roofing improvements, as needed. At completion, the total permanent classroom count at Marshall would remain at 38 classrooms, consistent with the District's educational specifications for K-8 facilities.

### 3.3.8 SORIA K-8 SCHOOL

As one of the newer schools in the District, Soria Elementary needs limited upgrades to accommodate district K-8 specifications for 21st Century environments. Thirty-seven permanent classrooms (including 2 SDC and 1 Intervention room) are proposed to receive 21st Century upgrades limited to the addition of markerboards where necessary, modern and flexible student desks and chairs, and three broadband-connected high-definition video displays to each classroom. TK facilities will continue to be provided at other school site locations. Where applicable, the removal of existing teaching walls, technology counters, and smart boards would be required to accommodate 21st Century improvements. No improvements are proposed to the library, administration, and MPR facilities.

### 3.3.9 FRANK 6-8 SCHOOL

Thirty-five permanent classrooms are proposed to receive 21st Century upgrades to comply with the District's vision and specification for grade 6-8 classrooms. Six science lab classrooms are to be upgraded and receive modernization where needed. A modernized 21st Century library/media center is proposed to support 21st Century improvements. Both music rooms are to receive 21st Century upgrades and modernized improvements to replace flooring, upgrade acoustical wall surfaces and painting, where

needed. Limited improvements to the existing MPR/Gym facility are proposed to support 21st Century specifications. Based on the existing 44 permanent classrooms, it is recommended that the classrooms support the following academic programs:

- General Purpose – 26
- Science Lab/Academy -6
- Engineering Robotics – 2
- SDC – 6
- Intervention – 1
- Band – 2
- Art – 1

The administrative offices would receive 21st Century furnishings and a monitor to promote school activities. Additional site improvements include roofing and HVAC upgrades, installation of security cameras, and removal of portables.

### 3.2.10 DORIS PATTERSON SITE

On April 15, 2025, the City Council approved the Teal Club Specific Plan, which included the Doris Patterson project consisting of 990 residential units. Other key improvements included the addition of a bike lane around the project's perimeter, the installation of water fountains in the front yards of residentially zoned properties, and the promotion of electric energy usage. The approval for the development of the housing units is valid for 10 years, and the developer plans to build the homes in multiple phases. The District will continue to monitor the progress of the residential development and the demand for additional school facilities in this area. The District has a mitigation agreement in place with the developer to assist in offsetting the cost of additional facilities to serve potential students generated by the new development in this area of the District.

SECTION 4

# PROGRAM FUNDING & EXPENDITURES

The following section reviews existing and anticipated sources of funds for implementing the proposed facilities projects identified as part of the Enhanced Master Construct Program. Three major sources are considered: the State School Facilities Program (SFP), general obligation (G.O.) bonds, and estimated developer fees. The District has a history of participating in the State SFP by upfronting the costs of eligible local school improvements and then seeking reimbursements from the State for eligible expenses and amounts. The District has previously passed local G.O. bond measures in support of the Enhanced Master Construct Program at substantially high rates of local voter approval in 2012, 2016, and 2022.

## 4.1 STATE MATCHING GRANTS

The State of California provides periodic grants from voter approved bond measures or general fund contributions for the modernization or new construction of eligible school facilities as determined by the Office of Public School Construction (OPSC) and as funded by the State Allocation Board (SAB) pursuant to the School Facility Program (SFP). Funding is provided in the form of per pupil grants for facility improvements, including design, construction, testing, inspection, equipping, furnishings, technology, plus site service improvements or site acquisition. To receive funding, a local match is required from eligible district funds, including developer fees and bond proceeds. Under certain specific conditions, a district may qualify and apply for a release of its local match requirement based on a financial hardship review and subject to additional constraints and requirements.

In November 2024, California voters approved Proposition 2, the Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024. Proposition 2 authorizes $10 billion in State general obligation bonds for repair, upgrade, and construction of facilities at K–12 public schools (including charter schools), community colleges, and career technical education programs, including for improvement of health and safety conditions and classroom upgrades. In summary, Proposition 2 provides:

- $3.3 billion for new school facility construction (with up to 10% of the amount set aside for eligible small school districts)
- $4 billion for modernization of eligible older school facilities (with up to 10% of the amount set aside for eligible small school districts and $115 million set aside for lead water testing and remediation)

- $600 million for charter school construction or modernization
- $600 million for CTE new construction or modernization facilities
- $1.5 billion for Community Colleges

Proposition 2 also authorized eligible school districts applying for modernization grants to receive a supplemental grant for transitional kindergarten facilities if either existing facility is insufficient, or the school does not have an existing facility. Other supplemental grants offered to eligible school districts for modernization or new construction offer a 5 percent project costs adjustment to advance State energy goals and adapt to higher average temperatures that pose a threat to the health and safety of students and staff. A similar adjustment is provided for up to 5 percent that enables school facilities to provide students with the skills and knowledge necessary for high-demand technical careers.

At its February 2025 stakeholder's meeting, the OPSC announced that requests for modernization program funding currently exceed the amount of bond authority available. Therefore, school districts must continue to submit a school board resolution acknowledging that the remaining SFP bond authority is currently exhausted when submitting modernization funding applications for the application to be accepted. School districts are not required to submit a similar resolution acknowledging that remaining SFP bond authority is currently exhausted when submitting new construction funding applications.

Furthermore, the SAB acted at the January 22, 2025 SAB meeting to implement a set aside to small districts pursuant to the voter approved Proposition 2. The SAB approved the implementation of up to 10 percent of the $3.3 billion allocated for New Construction and $4.0 billion allocated for modernization to be available towards small school district applications. This amount equates to a reserve in bond authority of $330 million for new construction and $400 million for modernization projects; for a total of $730 million set aside for small school districts. A small school district is further defined as having an enrollment of 2,501 students or less.

Other key Proposition 2 elements include higher grant amounts to replace buildings at least 75 years old and expanding the sliding scale points system that determines State matching funds for new construction and modernization grants to include additional points for very small school districts (<200 students) and school district projects that use project labor agreements. Proposition 2 also requires school districts that apply for grant funding as of October 31, 2024, to have a five-year facilities master plan approved by the governing board that is periodically updated and provides full facility information to the State. Districts seeking grants must also adopt a Board resolution that acknowledges that the district is aware of the minimum requirements for the five-year school facilities master plan as outlined in Section 17070.54 of the Education Code as a condition of SFP participation, and that failure to submit an acceptable five-year school facilities master plan may result in rescission of project funding.

CFW continues to monitor grant applications to the State and activities of the SAB for the allocation of eligible State funding. The strategic blending of these programs is required to support the balance of local investment that may be required to fully implement the Program. These programs are summarized below as well as the District's current and projected eligibility for program funding. Applications that have been approved by the District and submitted to OPSC are also presented.

### 4.1.1 STATE AID MODERNIZATION

The SFP for modernization provides funds on a 60-40 state and local sharing basis for improvements that enhance existing school facilities, including those for HVAC, plumbing, lighting, and electrical systems. Modernization eligibility is established by school site and requires that permanent classrooms be at least 25 years old or since their last modernization and portable classrooms be at least 20 years old since placed in service. Students must be enrolled in eligible facilities based on state classroom loading standards of twenty-five pupils per classroom for elementary grades and twenty-seven pupils per classroom for middle school grades. Further, eligibility requires that the enrollment per site support the estimated number of students housed in eligible classrooms at twenty-five (elementary school grades) or twenty-seven (middle school grades) pupils per classroom. Grant levels are periodically reviewed by the state and program funding is subject to project performance and certification at the completion of construction. The current pupil grant for modernization is $6,034 for elementary grades and $6,381 for middle school grades. A higher per pupil grant amount is provided for classrooms that are in buildings 50 years or older equal to $8,383 for elementary grades and $8,866 for middle school grades. The State typically adjusts the grant amounts to account for inflation on an annual basis. The grant amounts presented in this document represent the grant amounts for calendar year 2025.

Table 1 provides a summary of the SFP modernization grants received to date with the implementation of the Program totaling approximately $3.9 million. These grants were received as reimbursements from prior SFP eligible improvements made to Fremont, Harrington, Lemonwood, Elm, and McKinna. These funds have been used in support of the Program.

**Table 1: Modernization Grants Received**

| | Projects | Application # | Standard Pupils | SDC Pupils | Base Grant | Sup. Grant | Total Grant |
|---|---|---|---|---|---|---|---|
| 1 | Fremont | 57/72538-00-026 | 131 | 8 | $1,003,960 | $93,926 | $1,097,886 |
| 2 | Harrington | 57/72538-00-027 | 87 | 0 | $581,160 | $108,508 | $689,668 |
| 3 | Lemonwood | 57/72538-00-028 | 175 | 0 | $841,400 | $239,311 | $1,080,711 |
| 4 | Elm | 57/72538-00-029 | 101 | 0 | $485,608 | $126,260 | $611,868 |
| 5 | McKinna | 57/72538-00-030 | 78 | 0 | $375,024 | $68,422 | $443,446 |
| | **Total** | | **572** | **8** | **$3,287,152** | **$636,427** | **$3,923,579** |

Table 2 summarizes the District's estimated current and future eligibility for State modernization grants for remaining eligible permanent and portable classrooms based on 2025-26 school site enrollment and the 2025 per pupil grant amounts. The data used for 2025-26 school site enrollment is not yet certified by the State and is subject to change. Since the June 2025 report, the analysis has been updated to reflect 2025-26 enrollment, and has been adjusted for the $7 million in approved grants for McAuliffe and Ritchen elementary schools estimated to be received by June 2026. Since the June 2025 report, overall eligibility is estimated to increase by approximately $3 million due to a reduction of $828,600 from enrollment decreases offset by the addition of estimated regeneration of Fremont eligibility of $3.8 million by 2029. However, since Fremont is scheduled for reconstruction prior to 2029, this eligibility will not be realized and the project is being funded from local dollars.

During Phase 3 (2023-2026) scheduling of eligible projects, the District may be eligible for approximately $23.4 million in remaining State matching modernization grants from existing classrooms. A local match of approximately $15.6 million would be required by the District to access these grants. Proposition 2 established a points-based determination and sliding scale for the required state and local matching shares for projects that do not qualify for financial hardship assistance for up to a 5% reduction to the required local match based on certain socioeconomic requirements. The points awarded are based on a district's gross bonding capacity per enrollment, a district's unduplicated pupil percentage as determined for purposes of the Local Control Funding Formula, whether a district has an enrollment of 200 pupils or fewer, and whether the project includes the use of a project labor agreement. Based on these factors, the District may be eligible to reduce its required local match to 35%, thereby increasing the total estimated Phase 3 State grant eligibility (2023-2026) to $25.4 million and reducing the local match to $13.7 million for current modernization eligibility.

**Table 2: Estimated Modernization Eligibility by Phase**

| | School | 2025-2026 CBEDS | Pupil Grant | Phase 3 (2023-2026) | Phase 4 (2027-2030) | Phase 5 (2031-2034) | Total Grant (60%) |
|---|---|---|---|---|---|---|---|
| 1 | Brekke Elementary | 562 | $ 6,034 | $3,560,663 | $0 | $0 | $3,560,663 |
| 2 | Cesar Chavez Elementary | 719 | $ 6,034 | $0 | $4,650,404 | $0 | $4,650,404 |
| 3 | Curren Elementary | 775 | $ 6,034 | $316,785 | $4,739,104 | $0 | $5,055,889 |
| 4 | Driffill Elementary | 849 | $ 6,034 | $0 | $2,692,673 | $0 | $2,692,673 |
| 5 | Elm Street Elementary | 483 | $ 6,034 | $0 | $0 | $0 | $0 |
| 6 | Harrington Elementary | 514 | $ 6,034 | $0 | $0 | $0 | $0 |
| 7 | Kamala Elementary | 784 | $ 6,034 | $272,435 | $4,694,754 | $0 | $4,967,189 |
| 8 | Lemonwood Elementary | 765 | $ 6,034 | $0 | $0 | $0 | $0 |
| 9 | Marina West Elementary | 423 | $ 6,034 | $0 | $5,106,574 | $0 | $5,106,574 |
| 10 | Marshall Elementary | 698 | $ 6,034 | $4,422,319 | $0 | $0 | $4,422,319 |
| 11 | McAuliffe Elementary | 436 | $ 6,034 | $0 | $0 | $0 | $0 |
| 12 | Mckinna Elementary | 557 | $ 6,034 | $0 | $0 | $0 | $0 |
| 13 | Ramona Elementary | 556 | $ 6,034 | $3,522,649 | $0 | $0 | $3,522,649 |
| 14 | Ritchen Elementary | 430 | $ 6,034 | $0 | $0 | $0 | $0 |
| 15 | Rose Avenue Elementary | 418 | $ 6,034 | $0 | $0 | $0 | $0 |
| 16 | Sierra Linda Elementary | 401 | $ 6,034 | $0 | $4,498,347 | $0 | $4,498,347 |
| 17 | Soria Elementary | 855 | $ 6,034 | $0 | $0 | $5,670,452 | $5,670,452 |
| | **Subtotal - ES** | **10,225** | | **$ 12,094,851** | **$ 26,381,855** | **$ 5,670,452** | **$ 44,147,158** |
| 1 | Dr. Lopez Academy | 679 | $ 6,381 | $4,549,334 | $0 | $0 | $4,549,334 |
| 2 | Frank Academy | 1,013 | $ 6,381 | $6,787,151 | $0 | $0 | $6,787,151 |
| 3 | Fremont Academy | 567 | $ 6,381 | $0 | $3,798,928 | $0 | $3,798,928 |
| | **Subtotal - MS** | **2,259** | | **$ 11,336,485** | **$ 3,798,928** | **$ -** | **$ 15,135,413** |
| | **Total** | **12,484** | | **$23,431,336** | **$30,180,783** | **$5,670,452** | **$59,282,571** |

Future eligibility of $30.2 million is estimated to be available through Phase 4 (2027-2030) and $5.7 million through Phase 5 (2031-2034), requiring a then local match amount of $20.1 million and $3.8 million, respectively. In total, approximately $59.3 million in modernization grant eligibility is anticipated based on maintaining current enrollment at eligible school sites. Future declines in enrollment will result in a decrease in total grant amounts.

These amounts are subject to annual review and require the submittal and approval of Division of the State Architect (DSA) proposed improvement design plans prior to submittal to OPSC for consideration. Therefore, the actual amount received may be further influenced by the plan of sequence and phasing that may be undertaken by a district in the implementation of its capital program.

Under Senate Bill 50, the State SFP program provides the option of a "Like for Like" approach towards utilizing available modernization eligibility towards new construction. The "Like for Like" approach allows school districts to utilize modernization funding for new construction projects, if the new construction is replacing a facility with a similar facility that requires modernization at the same site. These funds do not affect a district's new construction pupil grant eligibility and are in addition to any available new construction funding. Funds allocated under "Like for Like" are based on modernization grant eligibility on a site-by-site basis. "Like for Like" funding is proposed to be utilized where possible to fund proposed improvements that may be "best" reconstructed as opposed to being repaired or modernized.

Proposition 2 added a modernization supplemental grant for Minimum Essential Facilities (MEF) to construct a multipurpose room (MPR), gymnasium, multipurpose/gymnasium hybrid, and/or library at an existing site that does not have an existing or adequate facility of the type being requested. This grant is a supplemental grant that may be provided in addition to funding provided for a modernization application. In order to request the grant, the district must have modernization eligibility, a valid project, and submit an approved application for modernization funding. This is not a stand-alone grant and can only be requested in addition to a complete application for modernization funding. The supplemental grant will utilize new construction level per pupil grant amounts. Districts can utilize this supplemental grant to expand an existing facility or construct a new one.

Proposition 2 added the provision of a modernization grant alternative to replace buildings at least 75 years old. Grants for 75-year-old buildings would be provided in lieu of the typical per pupil base grant and can only be used for demolition and replacement of the buildings. Under this alternative, districts will receive an increased pupil grant amount equal to $19,016 for elementary grades and $20,113 for middle school grades. In addition, the local match requirement may be reduced to 35 percent while the State portion may be increased to 65 percent based on socio-economic factors as further established by the state. To qualify, buildings that have reached 75 years of age must be demolished and replaced rather than modernized. The use of a cost benefit analysis is required to determine whether the costs associated with the modernization of a 75-year-old building will be at least 50 percent of what the costs would be to demolish and build it back.

### 4.1.2 STATE AID NEW CONSTRUCTION

The SFP new construction program provides state funds on a 50/50 state and local sharing basis for eligible projects that add permanent classroom capacity for districts to house students for the construction of a new school or the addition of classrooms to an existing facility. Eligibility is subject to annual review and allocated district wide and is not site specific. It is determined by the gap between a district's projected enrollment and its capacity to house students in permanent classrooms as determined by the state based on the state loading standard of 25 students per classroom for elementary grades and 27 students per

classroom for middle school grades. Historical and projected student enrollment, plus approved, but not yet built residential units, are utilized to estimate the gap in enrollment and capacity. Portable classroom capacity is generally excluded from the analysis as the state does not recognize portable classrooms as being permanently available to house students. The current pupil grant amount for new construction is $15,847 for elementary grades and $16,761 for middle school grades, for each student found to exceed a district's permanent capacity to house students. Eligible costs include design, construction, testing, inspection, furniture and equipment, and other costs closely related to the actual construction of school buildings. Supplemental grants are available for site acquisition, utilities, on/off-site and general site development, and other excessive costs.

Table 3 provides a summary of funding received from new construction reimbursement grants during the period of the current Program totaling approximately $30.9 million. As previously presented to the Board, the District has exhausted its eligibility for new construction funding until such time as enrollment once again begins to grow. All of these funds have been used or pledged in support of the Enhanced Master Construct Program.

**Table 3: SFP New Construction Grants Received**

| | Projects | Application # | Standard Pupils | SDC Pupils | Base Grant | Sup. Grant | Total Grant |
|---|---|---|---|---|---|---|---|
| 1 | Driffill | 51/72538-00-001 | 0 | 0 | $3,712,107 | $558,304 | $4,270,411 |
| 2 | Driffill | 50/72538-00-009 | 350 | 9 | $4,032,792 | $697,880 | $4,730,672 |
| 3 | Harrington | 50/72538-00-011 | 625 | 26 | $8,219,097 | $1,461,426 | $9,680,523 |
| 4 | Lemonwood | 50/72538-00-013 | 473 | 0 | $5,570,487 | $1,697,465 | $7,267,952 |
| 5 | Ritchen Kinder | 50/72538-00-016 | 0 | 18 | $638,712 | $134,140 | $772,852 |
| 6 | Brekke Kinder | 50/72538-00-017 | 0 | 18 | $638,712 | $138,485 | $777,197 |
| 7 | McAuliffe Kinder | 50/72538-00-018 | 0 | 18 | $638,712 | $139,292 | $778,004 |
| 8 | McKinna | 50/72538-00-022 | 0 | 28 | $770,245 | $1,120,264 | $1,890,509 |
| 9 | Ramona Kinder | 50/72538-00-024 | 0 | 18 | $638,712 | $128,109 | $766,821 |
| | **Total** | | **1,448** | **135** | **$24,859,576** | **$6,075,365** | **$30,934,941** |

### 4.1.3 PRESCHOOL, TRANSITIONAL KINDERGARTEN, AND KINDERGARTEN FACILITIES

At various times, the State provides limited funds for competitive applications to fund specific school facilities. The State's Full Day Kindergarten Facilities (PS/TK/K) Grant Program was initiated in 2019 to provide one-time grants to construct new or retrofit existing facilities for the purpose of providing kindergarten classrooms to support full-day kindergarten instruction. In FY2021-22 the program was expanded to $490 million in one-time grants to construct new or retrofit existing facilities for the purpose of providing classrooms to support full-day preschool (PS), transitional kindergarten (TK) and kindergarten (K) instruction. A state/local district match of 75/25 is required for preschool and TK projects or half-day kindergarten programs converting to full day. Districts that already have full-day kindergarten programs require a 50/50 match (state/local district) for new construction and a 60/40 (state/local district) match for retrofit projects.

Projects are required to meet CDE and Title 5 requirements including classrooms of 1,350 square feet, a restroom and storage/workroom accessibility from the main classroom area. Preschool projects need to

meet additional Title 22 requirements specific to preschool such as one toilet per fifteen pupils and an outdoor activity space with at least 75 square feet per child. Districts are required to certify on the application for funding that prior to occupancy of the classrooms that the district has obtained a Childcare Center License from the California Department of Social Services (CDSS). As part of the license requirements, the CDSS will verify compliance with Title 22. The school district must provide evidence of licensure status at the time of project audit.

Four funding rounds have been completed for the program, all of which were oversubscribed. The Governor's May 2024 revised budget eliminated a previously anticipated fifth funding round of $550 million. No further funding rounds for the program have been identified at this time. Table 4 provides a summary of approved applications the District has received from the program totaling approximately $14.5 million. These grants provided funding for ten new PS/TK/K classrooms at Driffill and ten new PS/TK/K classrooms at Marina West. A total District match of $6.2 million is required for a total project amount of $20.7 million.

**Table 4: Preschool/TK/Kindergarten Grants**

| | Projects | Total Grant | District Match | Total Project |
|---|---|---|---|---|
| 1 | Driffill | $6,915,318 | $2,963,707 | $9,879,025 |
| 2 | Marina West | $7,558,618 | $3,239,407 | $10,798,025 |
| | **Total** | **$14,473,936** | **$6,203,114** | **$20,677,050** |

### 4.1.4 SUBMITTED STATE AID APPLICATIONS

Table 5 presents State aid applications that have been approved for funding by the State totaling approximately $7 million. It also reflects the approved additional supplemental grants such as site development costs. In June 2025, the District received SAB approval for an "unfunded apportionment" for both applications. Following the SAB "unfunded apportionment", the District submitted the required documents to participate in the next available priority funding round, which closed on December 11, 2025. Funding for these applications is anticipated to be part of a spring bond sale with an apportionment estimated to be approved by the May 2026 SAB meeting. Funding is therefore estimated to be deposited into the District's County account by June 2026.

**Table 5: Submitted State Aid Applications**

| Projects | Type | Standard Pupils | K-6 | 7-8 | SDC Pupils | Non Severe | Severe | Est. Base Grant | Sup. Grant | Total Est. Grant |
|---|---|---|---|---|---|---|---|---|---|---|
| McAuliffe | Mod. | 534 | 534 | 0 | 0 | 0 | 0 | $3,222,156 | $201,329 | $3,423,485 |
| Ritchen | Mod. | 447 | 447 | 0 | 44 | 26 | 18 | $3,377,916 | $208,081 | $3,585,997 |
| **Total** | | **981** | **981** | **0** | **44** | **26** | **18** | **$6,600,072** | **$409,410** | **$7,009,482** |

Over the next six months, the team will continue to monitor application status with OPSC and respond to any new opportunities, exceptions, and review notices received in order to keep the District as informed as possible on any needs for program adjustments.

### 4.1.5 FINANCIAL HARDSHIP FUNDING

The State provides a Financial Hardship Program to assist districts that cannot provide all or part of their local match for an approved modernization or new construction SFP project. In Financial Hardship, the State funds its normal grant amount, and if a district is found to be eligible, provides an additional grant amount equal to the portion of the match that would have been required to be funded by a district. This in effect increases the amount of grant funding a district would otherwise receive. To qualify, a district must be charging the maximum developer fee and meet one of the following criteria:

- Bonded indebtedness of 60 percent or greater
- Successful passage of a Prop. 39 Bond
- District total bonding capacity of less than $15 million. This amount will be adjusted for inflation per the OPSC in 2026

At this time, the District has exceeded its net bonding capacity of 60 percent. Based upon current guidelines and regulations the District qualifies for Financial hardship status.

Under the current Financial Hardship Program, a district must exhaust all unencumbered capital fund balances available for modernization or new construction at the time of application. In addition, any funds that become available during the time the District is in the Hardship period will reduce the amount of the State's grant in lieu of the District's match, proportionally. Audits of available capital facilities funding (e.g., Funds 21, 25, 35) are required throughout the project period that a district is in Hardship funding and at "close out", or completion of the project. Until approved for construction, eligibility is subject to review every 6 months. A district can apply for both planning and/or construction funds.

Except for land acquisition and some site service costs, 100 percent hardship grant funding does not typically equate to 100 percent of the total development costs associated with the design and construction of an eligible project. Often projects must be phased, alternate methods of construction (e.g., modular) must be employed to achieve the desired space requirement for housing students or additional bond funding must be provided thereafter to complete a hardship project. Moreover, the Hardship period begins on the date of application, regardless of the date it is reviewed by OPSC or approved by the SAB. This requires that the District sequence projects proposed for Financial Hardship after all anticipated and available capital funds are encumbered. This assessment must be conducted for every six-month period that a district participates in the Financial Hardship Program.

## 4.2 DEVELOPER FEES

Developer fees levied on new residential and commercial construction in a school district attendance area are permissible under State Education Code, Section 17620 and may be used to meeting the District's match requirement for eligible State grant projects. The purpose of these fees is to mitigate the student enrollment impact that would be generated by new development. Fees may be used to fund the construction of new school facilities, the modernization of existing facilities, or the reopening of closed

facilities. The regulations also permit an inflation-based increase in developer fees every two years based on changes in the Class B construction index. There are three levels of developer fees that can be assessed:

- **Level 1** fees are established by statute and adjusted by the State Allocation Board and are currently $5.17 (2024) per square foot of residential development and $0.84 (2024) per square foot of commercial and industrial development for K-12 school districts
- **Level 2** fees constitute up to 50 percent of the State allowed cost for construction and sites, if the school district meets specified eligibility tests and assumes that the State will pay for the other 50 percent of cost through the SFP
- **Level 3** fees are the same as Level 2, but include the State's 50 percent share as well, but only when the State declares it is out of funds for new construction

A Developer Fee justification study must be completed in order to levy Level 1 or Level 2 fees and in the event that the State declares that it is out of new construction state grant funds, the same report may allow the District to levy Level 3 fees. Per the District's capital funds accounting, approximately $11.2 million may be available from Developer Fee revenue collections for the period of July 1, 2022 through June 30, 2025. For purposes of this report, it is assumed that the District may collect approximately $1.2 million a year for the period of 2025-26 through 2033-34 for a total of $10.9 million. In total, approximately $22.1 million is assumed to be available towards the program improvements.

In April 2024, the District adopted a Residential and Commercial/Industrial Development School Fee Justification Study prepared by Woolpert (formerly Cooperative Strategies) that established the justification for collecting Level 1 fees. Based on the District's fee sharing agreement with the Oxnard Union High School District, the District can collect 66% of the maximum Level 1 fees, or $3.41 per square foot for residential development. The study concluded that the District is justified in collecting $3.41 per square foot for multi-family residential units and $2.75 per square foot for single-family residential units. The District may also collect up to $0.554 per square foot for commercial development as follows:

**Table 6: Maximum School Fee per Square Foot for Commercial Development**

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

*Source: 2024 Residential and Commercial/Industrial Development School Fee Justification Study by Woolpert*

To establish a nexus and a justifiable residential School Fee level, the Study evaluated the number and cost of new facilities required to house students generated from future residential development within the School District. Based on data provided by the Southern California Association of Governments, approximately 5,096 additional residential units could be constructed within the District's boundaries through calendar year 2050. Of these 5,096 future units, 3,058 are expected to be single family detached and 2,038 are expected to be multi-family attached units. By dividing the total amount of anticipated units (5,096) by the buildout period (26 years), it is anticipated that approximately 196 units may be built each year from 2024 through 2050. This average buildout and the corresponding square footage of new residential development is the basis for the anticipated annual developer fees revenues to be realized by the District during this period. Based on the Level 1 fee of $3.41 per square foot of new residential multi-family development and $2.75 per square foot of new single-family residential development and the total square footage of approximately 416,000 resulting from the construction of 196 units, the District could receive an estimated $1.2 million in developer fees annually, however actual revenues could vary based on fluctuations in development activity.

As reported in December 2021, Woolpert (formerly Cooperative Strategies) reported to the District that due to the District's enrollment declines, Level 2 fees are no longer justified, and the District will have to revert to Level 1 fees. For purposes of budgeting for the program, Level 1 fees of $3.41 and $2.75 have been assumed in projected available developer fee funds for the program. The District is required to complete a biennial update to the Level 1 Study in order to continue collecting Level 1 fees for the next two years. Similarly, the District is also required to complete an annual update to the Level 2 Study in order to resume collecting Level 2 fees.

### 4.2.1 SCHOOL IMPACT FEE

The Teal Club Specific Plan identifies 990 residential units of varying density, single-family, townhomes, condominium, and apartment units to be built within the District. It is estimated that the average square footage of the residential units will be 1,800 square feet per unit. In total, it is estimated that 1,782,000 square feet of new residential units will be constructed over time. The developer indicated to the District in April 2024 that construction of the new units may commence starting in 2026 with full build-out estimated to be completed by 2030.

The District negotiated a development mitigation agreement with the developers of the proposed Teal Club development in lieu of statutory Developer Fees. Based on the agreement, the District established a mitigation fee of $7.28 per square foot (School Impact Fee) subject to annual increase at a rate equal to the percentage increase of the adjustment for inflation set forth in the statewide cost index for class B construction. The increase shall be applied on the one-year anniversary of the Effective Date and on each one-year anniversary thereafter.

## 4.3 GENERAL OBLIGATION BONDS

The District has used general obligation (G.O.) bonds historically to fund major school facility improvements and has been very successful in making use of public financing options and garnering

community support to improve school facilities, including those as part of the Enhanced Master Construct Program. The District successfully passed local voter approved G.O. bond authorizations in 1997, 2006, 2012, 2016, and 2022. The latter three are in direct support of the Enhanced Master Construct program. These bonds are secured by an annual levy on all taxable parcels within the boundaries of the District. The levy is based on the assessed value of a parcel as determined by the county, pursuant to Proposition (Prop.) 13. Traditionally, G.O. bonds carry far lower interest and issuance costs than other financing options available to school districts. Buyers of most California school bonds receive an exemption from state and federal taxes on the interest portion of the bonds purchased, allowing for a lower rate of interest to a district to finance improvements over time. Appendix B summarizes the District's past G.O. bond issuances and provides data for each issuance's sale date, original principal, current outstanding principal, original repayment ratio, and remaining term.

### 4.3.1 PAST AND REMAINING G.O. BOND AUTHORIZATIONS

The 1997 authorization was approved by voters and authorized the sale of $57 million in G.O. bonds, pursuant to Proposition 46 which does not set a maximum annual tax rate for the purposes of issuing remaining bond authorization. To date, $57 million in bonds have been sold, leaving no remaining authorization from the 1997 Election. It is anticipated to be fully retired by 2033.

The 2006 authorization was approved by voters and authorized the sale of $64 million in G.O. bonds, pursuant to Proposition 39 which set a maximum annual tax rate of $30 per $100,000 assessed valuation for the purposes of issuing remaining bond authorization. To date, $64 million in bonds have been sold, leaving no remaining authorization from the 2006 Election. It is anticipated to be fully retired by 2036.

The 2012 authorization was approved by voters and authorized the sale of $90 million in G.O. bonds, also pursuant to Proposition 39 which set a maximum annual tax rate of $30 per $100,000 assessed valuation for the purposes of issuing remaining bond authorization. To date, $90 million in bonds have been sold, leaving no remaining authorization from the 2012 Election. It is anticipated to be fully retired by 2044.

The 2016 authorization was approved by voters and authorized the sale of $142.5 million in G.O. bonds, also pursuant to Proposition 39 which set a maximum annual tax rate of $30 per $100,000 assessed valuation for the purposes of issuing remaining bond authorization. To date, $104.9 million in bonds have been sold, leaving a remaining authorization of $36.5 million from the 2016 Election.

The 2022 authorization was approved by voters and authorized the sale of $215 million in G.O. bonds, also pursuant to Proposition 39 which set a maximum annual tax rate of $30 per $100,000 assessed valuation for the purposes of issuing remaining bond authorization. To date, $76.5 million in bonds have been sold, leaving a remaining authorization of $138.5 million from the 2022 Election.

### 4.3.2 REMAINING G.O. BOND AUTHORIZATION AND PROJECTED FUTURE BOND PROCEEDS

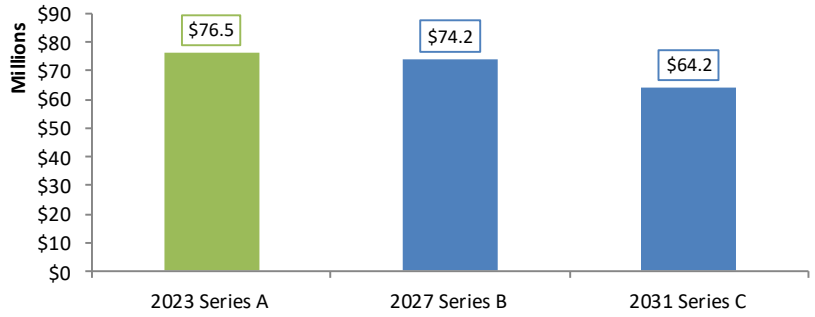
Assuming that the District's assessed valuation continues to grow as presented in Exhibit B at an annual average of 4.0 percent and that the District implements the maximum tax rate of $30 per $100,000 of assessed value allowed by Proposition 39 over a 30-year term for each bond sale, the District is projected

to issue its remaining bond authorization of approximately $138.5 million in bond proceeds over a projected 8-year period based on current market conditions. Based on the above assumptions and those in Exhibit B, Figure 1 depicts the above projection and assumes that additional bond proceeds may be available in 2027 and 2031 respectively, beyond the amount sold in 2023.

**Figure 1: Estimated Measure "I" Bond Proceeds at $30 Tax Rate Per $100,000 of Assessed Value**

**Prop. 39 (55%) Election**

| Tax Rate | 2023 Series A | 2027 Series B | 2031 Series C | Total |
|---|---|---|---|---|
| **$30** | $76.5 | $74.2 | $64.2 | **$215.0 million** |




In addition to the above, the District has approximately $36.5 million in remaining authorization from Measure D election approved by voters in 2016. Based on the above assumptions and those in Exhibit B, Figure 2 depicts the bond proceeds issued to date thru 2020 and the projected bond proceeds that may be available from the remaining authorization of Measure D. Figure 2 illustrates the estimated timing and size of remaining bond issuances in support of the Enhanced Master Construct Program which is projected to be available over one bond sale in 2031 in the amount of $36.5 million.

**Figure 2: Estimated Timing and Sizing of Remaining Measure "D" Bond Proceeds**




The projections above for the issuance of the remaining authorization for Measure D and I, respectively are used to estimate the amount of bond proceeds available to fund the Enhanced Master Construct



2031

Program over phases as presented in the proposed Master Budget in Section 5. In both Figure 1 and Figure 2, the actual size and timing of the remaining bond sales depend on the prevailing market conditions at that time and the actual assessed valuation growth between bond sales required to maintain tax rates for bond repayments within the estimated Proposition 39 rate of $30 per $100,000 of assessed valuation. The issuance of additional bonds may also require additional authorization from the State Board of Education for a waiver to increase the District's bonding capacity.

The District has a limited ability to access the remaining authorization from the 2016 Election at this time and is considering utilizing a Bond Anticipation Note (BAN) to garner additional proceeds to support other facility projects underway. A BAN is a short-term interest-bearing security issued in anticipation of issuing long-term bonds in the future. BANs are typically issued by school districts as a source of interim financing to fund projects when the issuance of long-term bonds may not be feasible due to constraints such as projected tax rates or Statutory bonding capacity

Bonds may then be issued to pay off the BAN at maturity, in the future when AV has increased, prior bonds are paid off, and tax rate and bonding capacity have increased. A BAN can be issued in 2025-26 with the intent to be paid off with a long-term bond issuance from the 2016 Election authorization.

Based on prevailing market rates as of December 10, 2025, it is estimated that the District could issue a BAN in the estimated amount of $36.1 million to provide the necessary funding for new construction and the Program Reserve. The BAN would be sold in February 2026 utilizing a Capital Appreciation Bond structure, which would not require any debt service payments until final maturity in 2031. It is anticipated that the BAN would then be paid off at final maturity by the proceeds of the 2016 Election Measure "D" 2031 Series D.

The District's outstanding bonds are secured by an annual levy on all taxable parcels within the boundaries of the District. The levy is based on the assessed value of a parcel as determined by Ventura County, pursuant to Proposition 13 and the corresponding tax rate is typically expressed in an amount per $100,000 of assessed value. The tax rate for a given fiscal year is based on the County's policies calculated to make the required bond interest and principal payments for a given period. In some cases, the County may initially over levy to establish a reserve fund which can be applied over time to better manage the tax rate required to repay the bonds from year to year. As a result, there can be a variance between the estimated tax rate required to make interest and principal payments and the calculated tax rate levied on property within the District. A variance can also be attributed to the collection of unitary taxes. In FY2025-26, Ventura County is levying a tax rate of $117.10 per $100,000 of assessed value for the District's combined outstanding bonds.

### 4.3.3 OUTSTANDING CERTIFICATES OF PARTICIPATION

Certificates of Participation ("COPs") are typically utilized by school districts to raise funds for land acquisition, facilities improvements, and lease equipment. Proceeds can be used to acquire, construct, and modernize facilities and equipment. COPs are a lease obligation payable from any source of revenue legally available, typically the District's General Fund or local sources such as developer fees, and are typically issued with a term of up to 30 years. Unlike GO bonds, COPs have no dedicated, voter-approved

tax or other revenue to repay the COPs. However, a COP may be fully prepaid prior to maturity with proceeds from a future GO bond.

In 2016, the District identified a need to acquire school sites and construct a new elementary school and new middle school. The funding requirement to complete these schools was $8 million, and the District financed these projects by issuing COPs. The COP financing was selected due to its flexibility in repayment options, the favorable financing costs, and ease of execution. Further, in the event that the anticipated sources of repayment did not materialize, the District structured the COP to allow for payment from its General Fund for the life of the COP.

The District successfully issued $8 million in COPs in April 2016 with a term of 30 years and final maturity in 2045 with an average interest rate (TIC) of 4.1%. The initial debt service payments were interest-only, and the first principal payment was due in August 2022. After principal payments commenced, debt service payments on the 2016 COP are approximately $580,000 annually.

**Figure 3: Schedule of Remaining Debt Service for 2016 COP**

| Year | Principal | Interest | Annual Payment |
|---|---|---|---|
| 2026 | $220,000 | $361,000 | $581,000 |
| 2027 | $230,000 | $350,000 | $580,000 |
| 2028 | $240,000 | $338,500 | $578,500 |
| 2029 | $255,000 | $326,500 | $581,500 |
| 2030 | $265,000 | $313,750 | $578,750 |
| 2031 | $280,000 | $300,500 | $580,500 |
| 2032 | $295,000 | $286,500 | $581,500 |
| 2033 | $305,000 | $271,750 | $576,750 |
| 2034 | $325,000 | $256,500 | $581,500 |
| 2035 | $340,000 | $240,250 | $580,250 |
| 2036 | $355,000 | $223,250 | $578,250 |
| 2037 | $375,000 | $205,500 | $580,500 |
| 2038 | $390,000 | $186,750 | $576,750 |
| 2039 | $410,000 | $167,250 | $577,250 |
| 2040 | $430,000 | $146,750 | $576,750 |
| 2041 | $455,000 | $125,250 | $580,250 |
| 2042 | $475,000 | $102,500 | $577,500 |
| 2043 | $500,000 | $78,750 | $578,750 |
| 2044 | $525,000 | $53,750 | $578,750 |
| 2045 | $550,000 | $27,500 | $577,500 |

The 2016 COP was structured to allow for prepayment from General Obligation Bond proceeds, State Reimbursements, and/or Developer Fees at any time after August 1, 2021 with no premium or penalty. The total cost of repayment is equal to 100% of the principal to be prepaid, together with accrued interest to the date fixed for prepayment, without premium. Assuming a prepayment date of August 1, 2026, the total cost of repayment would be approximately $7.2 million.



2033

# MASTER BUDGET & SCHEDULE

The Master Construct and Implementation Program is integrated into the Enhanced Master Construct Program with the projects in progress serving as the bridge between the two programs. Utilizing estimated State aid eligibility for modernization funding, estimated developer fees, remaining bond authorization from Measure "D", and authorization from the 2022 Measure "I" General Obligation (G.O.) bond authorization, a phasing program is proposed for the implementation of the proposed improvements. Proposed facilities improvements are presented in phases to reflect the expected availability of funds and projected sequencing of projects during construction. Proposed sources and uses of funds, along with constraints, have been identified and a proposed plan of sequencing has been prepared. The estimated costs provided represent a combination of "hard" and "soft" costs. In combination, they comprise what is properly called the total "Project Cost". Hard costs result from the construction itself (e.g. bricks and mortar). Soft costs are those planning and design costs and fees that are an integral part of the building process and are usually precursors to, or supportive of, the construction. These include professional fees and other related, non-construction costs.

## 5.1 PROPOSED MASTER BUDGET SOURCES AND USES

The District has adopted specifications for 21st Century Learning Environments to guide the reconfiguration and improvement of its K-5, K-8 and 6-8 school facilities in phases over a 15-year period. The overall goal is to reconstruct older schools, improve or replace support facilities, extend its grade configuration to 4-year-old students, and replace portable classrooms with permanent facilities wherever possible. Up to this point, the Program has led to the development of nine new 21st Century schools. Of these schools, six (Driffill, Harrington, Elm, Lemonwood, McKinna, and Rose Avenue) have been constructed to date, one school will soon commence construction (Fremont), and one school remains in design (Lopez) and one has been designed pending availability of future funding for construction (Seabridge). In addition, it has led to the construction of three Early Childhood Development Centers (ECDC), with one under construction and one additional ECDC in design, the acquisition of 2 school sites, and the current modernization of two elementary schools. It has also provided for the expansion of construction of TK/K and special education "flex-facilities" at four elementary school sites, and 21st Century science labs at select schools.

Additional consideration was made to secure funding based on the completion of projects to date, the Board's desire to maintain equity with remaining sites in need of improvement, and the State's increasing mandates to the educational and facilities program. The District's Enhanced Facilities Master Program identifies additional projects that qualify for State modernization grants and are eligible for funding via local voter approval bond programs. The District is now actively planning the following approved projects:

- Reconstruct Fremont Academy and Dr. Lopez Academy middle school campuses
- Provide 21st Century classroom improvements and reconstruct select support facilities to maintain equity
- Construct additional transitional kindergarten and early childhood education classrooms over time at select school sites throughout the District

Tables 7 and 8 provide a proposed integrated master budget of estimated sources and uses beginning with a summary accounting of previously completed projects followed by the next phases of remaining improvements as identified in the adopted Enhanced Master Construct Program. Previous phases include a total estimated sources and uses of approximately $265.3 million with an estimated ending program reserve of $856,484. The total budgets for completed projects have remained the same since the June 2025 report with no recommended adjustments. However, a budget adjustment to the Fremont Reconstruction project of $8.4 million is required to accommodate the Guaranteed Maximum Price (GMP) and associated cost increases for construction of the project proposed to be approved by the Board in January 2026. Upon final closeout and expenditures of projects, total funding sources and expenditures for completed projects will be adjusted to reflect actuals.

Four estimated major funding sources are proposed to finance the remaining improvements under the Enhanced Master Construct Program including estimated remaining reserves from previous phases, remaining and new general obligation (G.O.) authorizations, modernization State aid grants or grants received from the State's TK/K program, estimated developer fees, and interest earnings from these funding sources. There is an estimated $856,484 in remaining program reserve from the previous phases that is projected to be available towards funding remaining improvements. Approximately $214.2 million is available from G.O. bond authorization Measure "I" and is projected to be to fund the program over three bond series in 2023 and ending in 2031. A Bond Anticipation Note (BAN) sale of $36.1 million is proposed to occur in February 2026 to bring forward anticipated revenues from remaining Measure D bond authorization. The BAN is proposed to fund current active projects and provide additional program reserve funding. A corresponding pay off of the BAN is estimated to occur in 2031 from the last sale of remaining Measure D bonds.

Approximately $62.8 million in estimated State Aid modernization and TK/K grants may be garnered over time including approximately $7 million in approved modernization grants at McAuliffe and Ritchen, $14.5 million in the State's Kinder program grants for Driffill and Marina West, and $41.4 million in estimated modernization eligibility at Driffill, Curren, Lopez, Brekke, Ramona, Chavez, Kamala, Frank, Marshall, and Soria over time. Enrollment changes resulted in an estimated decrease in estimated modernization eligibility of $828,600 since the June 2025 report.

Per the District's capital funds accounting, approximately $11.2 million may be available from Developer Fee revenue collections for the period of July 1, 2022 through June 30, 2025, and $13 million is estimated to be collected over a nine-year period as identified in the District's Developer Fee Report and Teal Club Development as summarized in Section 4 of this report. Approximately $9.7 million in interest earnings

from these funding sources for the period July 1, 2022 – October 31, 2025 are assumed to be available to the Program as identified in the District's capital funds accounting.

As shown in Table 8, approximately $359.5 million is estimated in total anticipated costs. A Program Reserve of $24.9 million is recommended providing a grand total integrated budget of $384.4 million in remaining estimated project improvements to be funded over the proposed remaining phases. Since the June 2025 report, adjustments include an $8.4 million budget increase to the Fremont Reconstruction project and the addition of $42.5 million BAN pay off as discussed above.

### Table 7: Proposed Master Budget - Estimated Funding Sources

| Estimated Sources | Previous Phases (2013-2022) | Phase 3 (2023-2026) | Phase 4 (2027-2030) | Phase 5 (2031-2034) | Phase 3 - 5 Subtotal | Total |
|---|---|---|---|---|---|---|
| **Previous Phases** | | | | | | |
| Capital Funds | $265,321,079 | $856,484 | $0 | $0 | $856,484 | $266,177,563 |
| **Subtotal** | **$265,321,079** | **$856,484** | **$0** | **$0** | **$856,484** | **$266,177,563** |
| **Bond Anticipation Note (BAN)** | | | | | | |
| 2026 | $0 | $20,100,000 | $16,000,000 | $0 | $36,100,000 | $36,100,000 |
| **Subtotal** | **$0** | **$20,100,000** | **$16,000,000** | **$0** | **$36,100,000** | **$36,100,000** |
| **Measure "D" - 2016 GO Bond** | | | | | | |
| Series D (2031) | $0 | $0 | $0 | $36,500,000 | $36,500,000 | $36,500,000 |
| **Subtotal** | **$0** | **$0** | **$0** | **$36,500,000** | **$36,500,000** | **$36,500,000** |
| **Measure "I" - 2022 GO Bond** | | | | | | |
| Series A (2023) | $0 | $75,806,148 | $0 | $0 | $75,806,148 | $75,806,148 |
| Series B (2027) | $0 | $0 | $74,200,000 | $0 | $74,200,000 | $74,200,000 |
| Series C (2031) | $0 | $0 | $0 | $64,200,000 | $64,200,000 | $64,200,000 |
| **Subtotal** | **$0** | **$75,806,148** | **$74,200,000** | **$64,200,000** | **$214,206,148** | **$214,206,148** |
| **Additional State Aid** | | | | | | |
| Est. Modernization (Fin. Hardship) | $0 | $0 | $0 | $0 | $0 | $0 |
| Est. Modernization (60%/40%) | $0 | $7,009,482 | $9,605,223 | $31,749,426 | $48,364,131 | $48,364,131 |
| Driffill PS/TK/K Grant | $0 | $6,915,318 | $0 | $0 | $6,915,318 | $6,915,318 |
| Marina West PS/TK/K Grant | $0 | $7,558,618 | $0 | $0 | $7,558,618 | $7,558,618 |
| **Subtotal** | **$0** | **$21,483,418** | **$9,605,223** | **$31,749,426** | **$62,838,067** | **$62,838,067** |
| **Additional Developer Fees** | | | | | | |
| Developer Fee Collections | $0 | $11,170,443 | $0 | $0 | $11,170,443 | $11,170,443 |
| Est. Developer Fee Collections | $0 | $3,327,659 | $4,847,137 | $4,847,137 | $13,021,932 | $13,021,932 |
| **Subtotal** | **$0** | **$14,498,102** | **$4,847,137** | **$4,847,137** | **$24,192,375** | **$24,192,375** |
| **Interest Earnings** | | | | | | |
| 2022-2023 Interest | $0 | $1,481,282 | $0 | $0 | $1,481,282 | $1,481,282 |
| 2023-2024 Interest | $0 | $4,169,684 | $0 | $0 | $4,169,684 | $4,169,684 |
| 2024-2025 Interest | $0 | $4,037,372 | $0 | $0 | $4,037,372 | $4,037,372 |
| 2025-2026 Interest (as of 10/31/25) | $0 | $0 | $0 | $0 | $0 | $0 |
| **Subtotal** | **$0** | **$9,688,338** | **$0** | **$0** | **$9,688,338** | **$9,688,338** |
| **Total Sources** | **$265,321,079** | **$142,432,489** | **$104,652,359** | **$137,296,563** | **$384,381,411** | **$649,702,490** |

### Table 8: Proposed Master Budget - Estimated Uses

| Estimated Uses | Previous Phases (2013-2022) | Phase 3 (2023-2026) | Phase 4 (2027-2030) | Phase 5 (2031-2034) | Phase 3 - 5 Subtotal | Total |
|---|---|---|---|---|---|---|
| Acquire New K-5 Elementary Site | $7,767,119 | | | | $0 | $7,767,119 |
| Acquire New K-5/Middle School Site | $9,756,633 | | | | $0 | $9,756,633 |
| Doris/Patterson K-5 | $492,786 | | | | $0 | $492,786 |
| Doris/Patterson 6-8 | $278,057 | | | | $0 | $278,057 |
| Seabridge K-5 | $3,019,331 | | | | $0 | $3,019,331 |
| Harrington K-5 | $23,776,013 | | | | $0 | $23,776,013 |
| Elm K-5 | $32,878,847 | | | | $0 | $32,878,847 |
| Lemonwood K-8 | $41,990,714 | $1,250,000 | | | $1,250,000 | $43,240,714 |
| McKinna K-5 | $36,191,904 | | | | $0 | $36,191,904 |
| Rose Avenue K-5 | $51,071,913 | $7,500,000 | | | $7,500,000 | $58,571,913 |
| Planning for K-8 MPRs | $166,253 | | | | $0 | $166,253 |
| Harrington Kindergarten Annex | $3,215,039 | | | | $0 | $3,215,039 |
| Lemonwood Kindergarten Annex | $3,571,599 | | | | $0 | $3,571,599 |
| Technology | $12,234,498 | | | | $0 | $12,234,498 |
| McAuliffe K-5 | $3,244,674 | $9,283,983 | | | $9,283,983 | $12,528,657 |
| Ritchen K-5 | $3,595,981 | $10,019,137 | | | $10,019,137 | $13,615,118 |
| Brekke K-5 | $2,184,562 | | | $8,000,033 | $8,000,033 | $10,184,594 |
| Ramona K-5 | $2,192,490 | | | $7,354,070 | $7,354,070 | $9,546,560 |
| Driffill K-8 | $429,872 | | | $13,005,183 | $13,005,183 | $13,435,055 |
| Chavez K-8 | $649,121 | | | $14,696,311 | $14,696,311 | $15,345,432 |
| Kamala K-8 | $619,816 | | | $19,708,843 | $19,708,843 | $20,328,658 |
| Curren K-8 | $598,603 | | $26,442,963 | | $26,442,963 | $27,041,566 |
| Marshall K-8 | $13,019,406 | $1,250,000 | | $5,376,218 | $6,626,218 | $19,645,624 |
| Soria K-8 | | | | $3,904,945 | $3,904,945 | $3,904,945 |
| Fremont 6-8 | $1,901,281 | $74,200,239 | | | $74,200,239 | $76,101,520 |
| Frank 6-8 | | | | $15,290,123 | $15,290,123 | $15,290,123 |
| Dr. Lopez 6-8 | $1,079,278 | $4,672,169 | $65,007,442 | | $69,679,611 | $70,758,889 |
| ECDC at Driffill | | $9,879,025 | | | $9,879,025 | $9,879,025 |
| ECDC at Rose Avenue | | $580,688 | $4,349,290 | | $4,929,979 | $4,929,979 |
| ECDC at Marina West | | $10,798,025 | | | $10,798,025 | $10,798,025 |
| Brekke ES COP Lease Payments | $3,831,453 | | | | $0 | $3,831,453 |
| Land Acquisition COP Lease Payments | $480,000 | $2,062,500 | $2,321,000 | | $4,383,500 | $4,863,500 |
| Additional Program Expenditures | $4,519,836 | | | | $0 | $4,519,836 |
| Portables Lease Payments | $564,000 | | | | $0 | $564,000 |
| Repayment of Bond Anticipation Note | | | | $42,500,000 | $42,500,000 | $42,500,000 |
| **Total** | **$265,321,079** | **$131,495,767** | **$98,120,695** | **$129,835,726** | **$359,452,188** | **$624,773,267** |
| ***Program Reserve*** | **$0** | **$10,936,722** | **$6,531,664** | **$7,460,837** | **$24,929,223** | **$24,929,223** |
| **Total Uses** | **$265,321,079** | **$142,432,489** | **$104,652,359** | **$137,296,563** | **$384,381,411** | **$649,702,490** |

## 5.2 MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM EXPENDITURES TO DATE

A budget and expenditure tracking protocol has been established and utilized for projects currently being implemented. As of the June 2025 Semi-Annual Report, the total budget was approximately $456.7 million for projects under current implementation, exclusive of the net balance of the remaining Enhanced Master Construct that have been integrated into this report. Any changes to sources, uses, and schedules included in this report have considered actual District expenditures for the respective projects and are tracked against established project budgets. As needed, the program reserves and estimated ending fund balance will be utilized to accommodate unforeseen but required budget adjustments.

Table 9 provides a summary report of expenditures made for the Program during the period July 1, 2012 – October 31, 2025, totaling approximately $289.8 million. Expenditures made after this period will be accounted for in the next Semi-Annual update. The District's financial system accounts for expenditures

by Fiscal Year (July 1 – June 30) and is used in reporting these expenditures. The report is organized by Fiscal Year and includes expenditures across various construction funds. It should be noted that expenditure reporting is based on the budget approved as part of the June 2025 Semi-Annual Report. Once the recommended budget adjustments are approved as part of this January 2026 report, subsequent expenditure reports will reflect the revised budget value.

The District has accounted for districtwide expenses, including the program manager fee in object codes 5800 and 6205 and has not allocated these expenses to specific projects. For the purposes of Table 9, CFW has allocated such districtwide program manager fee expenses by taking the actual expenditures for a given fiscal year and then allocating the actuals by the percentage of fees earned for that period for a given project pursuant to the latest agreed upon fee calculation. Pursuant to the contract, the total program management fee does not exceed 4.75% of the projects managed. From July 1, 2012, through October 31, 2025, the District disclosed expenditures of approximately $37.8 million for additional facilities improvements not identified in the Master Construct Program. Of the total, $17 million were expended for eligible projects prior to the adoption of the January 2013 Implementation Plan beginning with $3.7 million of Developer Fee Fund balances, plus additional expenditures thereafter which were planned for State aid reimbursement. Given the deferral of State reimbursements, these expenditures are now being subsumed into the Master Construct Program until such time that State aid reimbursement becomes available. Eligible improvements included, but are not limited to, replacement or addition of relocatable facilities, improvements and DSA closeout of prior projects, District energy efficiency improvements, and other facility improvements. The remaining $20.8 million in expenditures outside of the Program were funded by the District's prior Measure M bond program. Expenditure reports related to the current bond programs are made available for review by the Citizens' Oversight Committees and expenditures are audited annually for the Board's review.

## Table 9: Estimated Expenditures to Date for Projects Under Implementation

| Project | Adopted Budget | Fiscal Year Expenditures 2012-13 - 2024-25 | 2025-26[1] | Total |
|---|---|---|---|---|
| **Acquire Site New Elem K-5** | $7,767,119 | $7,767,119 | $0 | $7,767,119 |
| **Doris/Patterson Acquire Land** | $9,199,275 | $9,199,275 | $0 | $9,199,275 |
| **Doris/Patterson LAFCO Planning** | $557,358 | $515,746 | $0 | $515,746 |
| **Design & Reconstruct Harrington Elem K-5** | $23,776,013 | $23,776,013 | $0 | $23,776,013 |
| **Design & Reconstruct Lemonwood Elem K-8** | $41,990,714 | $42,028,868 | $0 | $42,028,868 |
| **Design & Reconstruct Elm Elem K-5** | $32,878,847 | $32,878,847 | $0 | $32,878,847 |
| **Design & Construct Seabridge K-5** | $3,019,331 | $3,019,331 | $0 | $3,019,331 |
| **Design & Reconstruct McKinna K-5** | $36,191,904 | $36,191,904 | $0 | $36,191,904 |
| **Design & Reconstruct Rose Avenue K-5** | $58,571,913 | $50,206,055 | $4,296,745 | $54,502,800 |
| **Design & Construct Doris/Patterson K-5** | $492,786 | $492,786 | $0 | $492,786 |
| **Design & Construct Doris/Patterson 6-8** | $278,057 | $278,057 | $0 | $278,057 |
| **Design & Improve K-5 Kindergarten Facilities** | | | | |
| Ritchen | $552,588 | $552,588 | $0 | $552,588 |
| Brekke | $275,097 | $275,097 | $0 | $275,097 |
| McAuliffe | $321,487 | $321,487 | $0 | $321,487 |
| Driffill | $351,773 | $351,773 | $0 | $351,773 |
| ***Total K-5 Kindergarten Facilities*** | ***$1,500,945*** | ***$1,500,945*** | ***$0*** | ***$1,500,945*** |
| **Design & Construct Science Labs/Academies** | | | | |
| Chavez | $649,121 | $649,121 | $0 | $649,121 |
| Curren | $598,603 | $598,603 | $0 | $598,603 |
| Kamala | $619,816 | $619,816 | $0 | $619,816 |
| Dr. Lopez Academy of Arts & Sciences | $1,079,278 | $1,079,278 | $0 | $1,079,278 |
| Fremont | $1,901,281 | $1,901,281 | $0 | $1,901,281 |
| ***Total Science Labs/Academies*** | ***$4,848,099*** | ***$4,848,099*** | ***$0*** | ***$4,848,099*** |
| ***Project 1 Remaining Adjustment*** | ***$0*** | | | |
| **Kindergarten Flex Classrooms** | | | | |
| Brekke | $1,909,465 | $1,909,465 | $0 | $1,909,465 |
| McAuliffe | $2,472,793 | $2,472,793 | $0 | $2,472,793 |
| Ramona | $2,192,490 | $2,192,490 | $0 | $2,192,490 |
| Ritchen | $2,597,633 | $2,597,633 | $0 | $2,597,633 |
| ***Total Kindergarten Flex Classrooms*** | ***$9,172,380*** | ***$9,172,380*** | ***$0*** | ***$9,172,380*** |
| **Kindergarten Annex Improvements** | | | | |
| Harrington | $3,215,039 | $3,215,039 | $0 | $3,215,039 |
| Lemonwood | $3,571,599 | $3,641,195 | $0 | $3,641,195 |
| ***Total Kindergarten Annex Improvements*** | ***$6,786,638*** | ***$6,856,234*** | ***$0*** | ***$6,856,234*** |
| **Marshall K-8 12 Classroom Addition** | $13,019,406 | $13,019,406 | $0 | $13,019,406 |
| **Planning related to MPRs for P/P K-8 Schools** | $166,253 | $166,253 | $0 | $166,253 |
| **Driffill MPR** | $78,099 | $78,099 | $0 | $78,099 |
| **Technology Phase 1** | $12,184,723 | $12,184,723 | $0 | $12,184,723 |
| **Technology Phase 2** | $49,775 | $49,775 | $0 | $49,775 |
| **McAuliffe 21st Century Modernization** | $9,734,377 | $2,046,626 | $2,602,434 | $4,649,060 |
| **Ritchen 21st Century Modernization** | $10,464,897 | $1,900,932 | $1,622,782 | $3,523,714 |
| **Design & Reconstruct Fremont Middle** | $65,758,461 | $4,570,616 | $210,688 | $4,781,305 |
| **Driffill ECDC** | $9,879,025 | $9,854,687 | $6,864 | $9,861,551 |
| **Rose Avenue ECDC** | $4,929,979 | $271,517 | $4,622 | $276,139 |
| **Marina West ECDC** | $10,798,025 | $4,672,744 | $872,223 | $5,544,968 |
| **Lemonwood Changing Rooms** | $1,250,000 | $105,960 | $35,125 | $141,085 |
| **Marshall Changing Rooms** | $1,250,000 | $91,511 | $8,300 | $99,810 |
| **Design & Reconstruct Dr. Lopez Academy** | $69,679,611 | $1,585,878 | $650,979 | $2,236,857 |
| **Program Planning** | $150,474 | $150,474 | $0 | $150,474 |
| **Program Reserve** | $10,231,704 | | | |
| **TOTAL** | **$456,656,189** | **$279,480,862** | **$10,310,763** | **$289,791,625** |

Notes:

*1. Fiscal Year 2025-26 expenditures are as of October 31, 2025*

*2. Budgets have been adjusted per the June 2025 Master Construct and Implementation Program approved by Board*

*3. Figures presented above are unaudited*

*4. Approximately $7.7 million in reported FY2017-18 expenditures for the Doris/Patterson Acquire Land was paid out of COP funds*

## 5.3 PROPOSED PROGRAM MASTER SCHEDULE

As summarized in Tables 10-12, the estimated cost for remaining improvements is estimated to be implemented over three remaining phases (Phases 3-5) beginning in FY2022-23 through FY2030-31. Phase 3 completes improvements at Fremont, McAuliffe, Ritchen, and ECDC facilities at Driffill and Marina West. Design activities are underway for the reconstruction of Dr. Lopez 6-8 school and ECDC facilities at Rose Avenue. Changing room projects at Lemonwood and Marshall K-8 schools are also proposed to be completed in this phase, however, these projects have been placed on hold pending possible alteration to project scope. Bond proceeds and a Bond Anticipation Note (BAN) are proposed to front the brunt of required costs. State modernization grants and awarded and grants under the State's Preschool/TK/K are projected to be also available and may assist in funding. Estimated developer fees and School Impact Fees from the Teal Club development are proposed to assist with funding, as available. Phase 3 improvements are projected to be complete by the end of FY2025-26.

**Table 10: Phase 3 (FY2022-23 – FY2025-26) Master Schedule and Sequencing**

| Project | Estimated Budget |
|---|---|
| Rose Avenue K-5 | $7,500,000 |
| McAuliffe K-5 | $9,283,983 |
| Ritchen K-5 | $10,019,137 |
| Fremont 6-8 | $74,200,239 |
| Dr. Lopez 6-8 | $4,672,169 |
| ECDC at Driffill | $9,879,025 |
| ECDC at Marina West | $10,798,025 |
| ECDC at Rose Avenue | $580,688 |
| Lemonwood K-8 Changing Room | $1,250,000 |
| Marshall K-8 Changing Room | $1,250,000 |
| Land Acquisition COP Lease Payments | $2,062,500 |
| **Total** | **$131,495,767** |
| ***Program Reserve*** | ***$10,936,722*** |
| **Total Uses** | **$142,432,489** |

Phase 4 completes the ECDC facilities at Rose Avenue and improvements at Curren and Dr. Lopez. Land acquisition COP lease payments would also be provided. Bond proceeds from existing authorization and from the second series of bond sales from Measure "I" would fund a major portion of anticipated costs. The balance is anticipated to be from remaining BAN funds, State grants and developer fee collections. Phase 4 improvements are projected to be complete by the end of FY2030-31.

### Table 11: Phase 4 (FY2026-27 – FY 2030-31) Master Schedule and Sequencing

| Project | Estimated Budget |
|---|---|
| ECDC at Rose Avenue | $4,349,290 |
| Curren K-8 | $26,442,963 |
| Dr. Lopez 6-8 | $65,007,442 |
| Land Acquisition COP Lease Payments | $2,321,000 |
| **Total** | **$98,120,695** |
| ***Program Reserve*** | ***$6,531,664*** |
| **Total Uses** | **$104,652,359** |

Phase 5 completes improvements at Brekke, Ramona, Driffill, Chavez, Kamala, Marshall, Soria, and Frank. Proceeds from the third series of bond sales from Measure "I" would fund a major portion of anticipated costs. Proceeds from remaining Measure "D" authorization would be used to pay off the Bond Anticipation Note in 2031. The balance is anticipated to be from remaining State grants and developer fee collections. Phase 5 improvements are projected to be complete by the end of FY2034-35.

### Table 12: Phase 5 (FY2031-32 - FY2034-35) Master Schedule and Sequencing

| Project | Estimated Budget |
|---|---|
| Brekke K-5 | $8,000,033 |
| Ramona K-5 | $7,354,070 |
| Driffill K-8 | $13,005,183 |
| Chavez K-8 | $14,696,311 |
| Kamala K-8 | $19,708,843 |
| Marshall K-8 | $5,376,218 |
| Soria K-8 | $3,904,945 |
| Frank 6-8 | $15,290,123 |
| Repayment of Bond Anticipation Note | $42,500,000 |
| **Total** | **$129,835,726** |
| ***Program Reserve*** | ***$7,460,837*** |
| **Total Uses** | **$137,296,563** |

Based on the identified phasing plan, Table 13 provides a summary of proposed projects under management, including those that are currently underway totaling approximately $240.9 million.

### Table 13: Projects Under Management

| Project Name | Start Date | End Date | Master Budget (Current Dollars) |
|---|---|---|---|
| Rose Avenue | Jan-2017 | Apr-2026 | $58,571,913 |
| Fremont 6-8 | Dec-2022 | Feb-2028 | $74,200,239 |
| Rose Avenue ECDC | Sep-2023 | Aug-2028 | $4,929,979 |
| Marina West ECDC | Oct-2023 | Jul-2026 | $10,798,025 |
| Lemonwood Changing Room | Mar-2024 | *On Hold | $1,250,000 |
| Marshall Changing Room | Mar-2024 | *On Hold | $1,250,000 |
| Ritchen Modernization | Jan-2024 | Aug-2026 | $10,464,897 |
| McAuliffe Modernization | Apr-2024 | Aug-2026 | $9,734,377 |
| Dr. Lopez 6-8 | Aug-2024 | Feb-2029 | $69,679,611 |
| | | **Total** | **$240,879,041** |

**Note: Project on hold pending possible alteration of scope*

# RECOMMENDATIONS

## 6.1 CONCLUSION & RECOMMENDATIONS

Over the next six months of implementation, the Master budget will continue to be monitored and enforced. Expenditure reporting will continue and be updated to reflect recommended budget adjustments provided in this update report. Budgets will also be reviewed and adjusted, where required, to accommodate actual contract commitments approved by the Board over the next six-month period. Steps will continue to be taken to file for eligible State aid applications and required agency approvals for project development and construction. Status reports will be provided to the Board as needed.

As part of the formal review process, it is recommended that the Board:

- Accept and adopt this semi-annual update to the Enhanced Master Construct
- Direct staff and CFW to proceed with recommended adjustments to the Program for its immediate implementation including the Bond Anticipation Note (BAN) sale
- Establish a date for the next six-month review by the Board

# EXHIBIT A

## A.1 PRESENTATIONS, WORKSHOPS & UPDATES TO THE BOARD OF TRUSTEES

The table below contains a listing of presentations, workshops, and updates to the Board of Trustees for the Oxnard School District Facilities Implementation Program. Documentation of all Board activities is provided for the prior six months. For documentation of prior related Board Action items, please reference the same section of previous reports.

| Date | Board Agenda Item | Agenda Description | Purpose | Action |
|---|---|---|---|---|
| 7-May-25 | C.6 | Approval of Allowance Allocations from Amendment #002 to Construction Services Agreement #17-158 with Balfour Beatty Construction, LLC. for the Rose Avenue Elementary School Reconstruction Project | Approval of Allowance Allocations from Amendment #002 to Construction Services Agreement #17-158 with Balfour Beatty Construction, LLC. for the Rose Avenue Elementary School Reconstruction Project | Approved |
| 7-May-25 | C.9 | Ratification of Allocation of Contractor Contingency #19 - Amendment #001 to Construction Services Agreement #17-158 with Balfour Beatty Construction, LLC for the Rose Avenue Elementary School Reconstruction Project | To ratify the Contractor Contingency Allocation #19 with Balfour Beatty Construction, LLC for Rose Reconstruction Project | Approved |
| 7-May-25 | C.20 | Approval of Agreement #24-222 with North American Technical Services, Inc. to provide In-Plant Inspection Services for the Marina West Elementary School New Modular Classroom Buildings | Approval of agreement with North American Technical Services for In-Plamt Inpections at Marina West Elementary School | Approved |
| 7-May-25 | C.30 | Approval of Amendment #001 to Agreement #24-137 – Universal Engineering Services for additional Geotechnical engineering work for the Dr. Lopez Reconstruction Project | Approval of Amendment #001 to Agreement #24-137 – Universal Engineering Services | Approved |
| 7-May-25 | D.11 | Approval of Resolution No. 24-18 Making Environmental Findings in Connection with the Proposed Reconstruction of Dr. Lopez Academy | Present the CEQA exception that CFW received from Tetra Tech | Approved |
| 21-May-25 | C.3 | Ratification of Change Order #001 to Agreement #23-237 with Edwards Construction Group for Lease Lease-Back Services for the Marina West Elementary School PS/TK/K Project | Approval of Change Order #1 for the Lease Leaseback Contractor at Marina West PS/TK/K project | Approved |
| 21-May-25 | C.30 | Ratification of Amendment #004 to Agreement #21-140 with KENCO Construction Services, Inc. to Provide Additional Inspector of Record (IOR) Services for the Rose Avenue Elementary School Reconstruction | Ratification of Amendment #004 to Agreement #21-140 with KENCO Construction Services, Inc. to provide additional Inspector of Record (IOR) Services for the Rose Avenue School Reconstruction | Approved |
| 21-May-25 | C.31 | Ratification of Amendment #001 to Agreement #23-160 with Flewelling & Moody Architects for Architectural Services for the Marina West Elementary School PS/TK/K Project | Ratification of Amendment #001 to Agreement #22-160 with Flewelling & Moody for Architectural Services for the Marina West PS/TK/K Project | Approved |
| 21-May-25 | C.32 | Ratification of Agreement #25-45 with Universal Engineering Services to Provide Laboratory of Record Services for the Marina West Elementary School ECDC Project | Selection of Laboratory of Record Firm to Provide Laboratory of Record Services for the Marina West ECDC Project at Marina West Elementary School | Approved |

| Date | Board Agenda Item | Agenda Description | Purpose | Action |
|---|---|---|---|---|
| 18-Jun-25 | C.16 | Approval of Allowance Allocation #3 from Amendment #002 to Construction Services Agreement #17-158 - Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Avenue Elementary School Reconstruction Project | Approval of Allocation #3 from the Amendment #2 Allowance for the Rose Avenue Reconstruction Project | Approved |
| 18-Jun-25 | C.32 | Selection of Architect of Record to Provide Architectural Engineering Services for the Elm Elementary School Storage Room Restroom Conversion Project and Approval of Agreement #25-103 for Architectural Services with SVA Architects, Inc. for the Proposed Project Design | Approval for Architect and Engineering Services for new Staff Restroom at Elm Elementary School | Approved |
| 18-Jun-25 | C.39 | Ratification of Amendment #002 to Agreement #23-152 with SVA Architects to Provide Architectural Services for the Fremont Middle School Reconstruction Project | Approval of Amendment #2 for SVA Architects for the Fremont Middle School Reconstruction | Approved |
| 18-Jun-25 | C.41 | Ratification of Agreement #24-231 - NV5 West, Inc. - Laboratory of Record Services - Ritchen Elementary School Modernization Project | Selection of Laboratory of Record for the Ritchen Elementary Modernization Project | Approved |
| 18-Jun-25 | C.42 | Ratification of Agreement #24-232 – NV5 West, Inc. - Laboratory of Record Services - McAuliffe Elementary School Modernization Project | Selection of Laboratory of Record for the McAuliffe Elementary Modernization Project | Approved |
| 12-Aug-25 | A.5 | Overview of the Enhanced Master Construct Program and Presentation of the June 2025 Semi-Annual Update | Board of Trustees to receive the June 2025 Semi-Annual Implementation Program Update | Information |
| 20-Aug-25 | C.12 | Approval of Amendment No. 002 to Agreement No. 19-180 with Arcadis International Ltd. (formerly known as IBI Group) to Provide Architectural Engineering Services for Ritchen Elementary School Modernization Project | Approval of Amendment #2 for Arcadis for the Ritchen Modernization Project | Approved |
| 20-Aug-25 | C.13 | Approval of Amendment No. 002 to Agreement No. 23-161 with Flewelling & Moody to Provide Architectural Engineering Services for Rose Avenue Elementary School ECDC Project | Approval of Amendment #2 for Flewelling & Moody at Rose Avenue Reconstruction Project | Approved |
| 20-Aug-25 | C.31 | Ratification of Amendment #3 to Agreement #21-141, Universal Engineering Services (formerly Construction Testing & Engineering, Inc.) to provide additional Inspection and Testing Services as Lab of Record Services for the Rose Avenue Elementary School Reconstruction Project | Approval of Amendment #3 for UES at the Rose Avenue Reconstruction Project | Approved |
| 20-Aug-25 | D.1 | Approval and Adoption of the June 2025 Semi-Annual Implementation Program Update as an Adjustment to the Enhanced Master Construct Program | Adoption of CFW's Semi-Annual Implementation Progam Updates | Approved |
| 20-Aug-25 | D.5 | Approval of Allowance Allocation #4 from Amendment #002 to Construction Services Agreement #17-158, Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project | Approval of Allocation #4 from the Amendment #2 Allowance for the Rose Avenue Reconstruction Project | Approved |
| 20-Aug-25 | D.6 | Approval of Allowance Allocation #5 from Amendment #002 to Construction Services Agreement #17-158, Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project | Approval of Allocation #5 from the Amendment #2 Allowance for the Rose Avenue Reconstruction Project | Approved |

| Date | Board Agenda Item | Agenda Description | Purpose | Action |
|---|---|---|---|---|
| 17-Sep-25 | C.5 | Approval of Change Order #001 to Agreement #23-238 with Enviroplex for the Marina West Elementary School ECDC | Approval of Amendment #1 for Enviroplex at Marina West PS/TK/K Project | Approved |
| 17-Sep-25 | C.6 | Approval of Allowance Allocation #001 to Agreement #24-143 with Viola Constructors for the Modernization Project at McAuliffe Elementary School | Approval of Amendment #1 for Viola Constructors for the McAuliffe Modernization Project | Approved |
| 17-Sep-25 | C.10 | Approval of Amendment #002 to Agreement #24-143 with Viola Constructors for the Modernization Project at McAuliffe Elementary School | Approval of Allowance Allocation #2 for Viola Constructors for the McAuliffe Modernization Project | Approved |
| 17-Sep-25 | D.3 | Approval of Allowance Allocation #6 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 | Approval of Allocation #6 from the Amendment #2 Allowance for the Rose Avenue Reconstruction Project | Approved |
| 1-Oct-25 | C.4 | Approval of Change Order No. 001 to Construction Services Agreement #24-115 for Edwards Construction Group for the Modernization Project at Ritchen Elementary School | Approval of CO #001 for Edwards at Ritchen Modernization Project | Approved |
| 1-Oct-25 | C.5 | Approval of Change Order No. 001 to Construction Services Agreement #24-143 for Viola Constructors, Inc. for the Modernization Project at McAuliffe Elementary School | Approval of CO #001 for Viola at McAuliffe Modernization Project | Approved |
| 15-Oct-25 | C.6 | Approval of Change Order No. 002 to Construction Services Agreement #24-115 with Edwards Construction Group for the Modernization Project at Ritchen Elementary School | Approval of CO #2 for Ritchen Elementary School for Edwards Construction Group | Approved |
| 15-Oct-25 | C.7 | Approval of Change Order No. 002 to Construction Services Agreement #24-143 with Viola, Inc. for the Modernization Project at McAuliffe Elementary School | Approval of CO #2 for McAuliffe Elementary School for Viola Constructors | Approved |
| 15-Oct-25 | C.8 | Ratification of Change Order #002 to Agreement #23-237 with Edwards Construction Group, Inc. for Lease Lease-Back Services for the Marina West PS/TK/K Project | Approval of CO #2 for Marina West PS/TK/K Project for Edwards Construction Group | Approved |
| 15-Oct-25 | C.9 | Approval of Notice of Completion – Agreement #22-230 with Enviroplex, Inc. for the Driffill Elementary School New Transitional Kindergarten Facilities | Approval of Notice of Completion at Driffill Early Childhood Development Center for Enviroplex, Inc. | Approved |
| 15-Oct-25 | C.10 | Approval of Notice of Completion – Agreement #22-238 with Viola Inc. for the Driffill Elementary School New Transitional Kindergarten Facilities | Approval of Notice of Completion at Driffill Early Childhood Development Center for Viola Constructors | Approved |
| 15-Oct-25 | C.22 | Ratification of Agreement #25-150 with Enviroplex, Inc. for the Driffill Elementary School New Transitional Kindergarten Project | Ratification of Agreement with Enviroplex to provide an additional drinking fountain at the Driffill PS/TK facility | Approved |
| 15-Oct-25 | C.23 | Ratification of Agreement #25-151 with Viola, Inc. for the Driffill Elementary School New Transitional Kindergarten Project | Ratification of Agreement with Viola Constructors to provide guard rails for the new drinking fountain at Driffill PS/TK facility | Approved |
| 15-Oct-25 | C.24 | Ratification of Agreement #25-152 with Universal Engineering Sciences (UES) to Provide Geotechnical Engineering Services for the Fremont Middle School Reconstruction Project | Approval of Agreement for Geotechnical Services for UES at Fremont MS Reconstruction | Approved |

| Date | Board Agenda Item | Agenda Description | Purpose | Action |
|---|---|---|---|---|
| 5-Nov-25 | C.4 | Acceptance of Phase 1 Construction to Construction Services Agreement #17-158 with Balfour Beatty Contractors, LLC. - Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project | To approve the Phase 1 Construction to the Construction Services Agreement for the Rose Reconstruction Project | Approved |
| 5-Nov-25 | C.5 | Approval of Partial Release of Retention Funds for Phase 1 Construction for Construction Services Agreement #17-158 with Balfour Beatty Contractors, LLC to provide LeaseLease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project | Approval of Partial Release of retention for the Phase 1 construction for Rose Reconstruction | Approved |
| 5-Nov-25 | C.6 | Ratification of Contractor Contingency Allocation #20 to Construction Services Agreement #17-158 with Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project | To ratify the Contractor Contingency Allocation #20 with Balfour Beatty Construction, LLC for Rose Reconstruction Project | Approved |
| 5-Nov-25 | C.7 | Ratification of Project Contingency Allocation #21 to Construction Services Agreement #17-158 with Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project | To ratify the Contractor Contingency Allocation #21 with Balfour Beatty Construction, LLC for Rose Reconstruction Project | Approved |
| 5-Nov-25 | C.8 | Ratification of Contractor Contingency Allocation #22 (Offsite Improvements) to Construction Services Agreement #17-158 with Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project | To ratify the Contractor Contingency Allocation #22 with Balfour Beatty Construction, LLC for Rose Reconstruction Project | Approved |
| 5-Nov-25 | C.9 | Ratification of Change Order #003 to Agreement #23-237 with Edwards Construction Group, Inc. for Lease Lease-Back Services for the Marina West PS/TK/K Project | Approval of Change Order #003 for the Lease Leaseback Contractor at Marina West PS/TK/K project | Approved |
| 5-Nov-25 | C.11 | Approval of Change Order No. 003 to Construction Services Agreement #24-115 for Edwards Construction Group for the Modernization Project at Ritchen Elementary School | Approval of Change Order #003 for the Lease Leaseback Contractor at Ritchen Modernization project | Approved |
| 5-Nov-25 | C.12 | Approval of Change Order No. 003 to Construction Services Agreement #24-143 for Viola, Inc. for the Modernization Project at McAuliffe Elementary School | Approval of Change Order #003 for the Lease Leaseback Contractor at McAuliffe Modernization project | Approved |

# EXHIBIT B

## B.1 GENERAL OBLIGATION BONDS

General obligation (G.O.) bonds are the most widely used and efficient method of financing school facility improvements locally in California. More than 600 school districts in the state have issued G.O. bonds to finance necessary improvements. These bonds are secured by an annual levy on all taxable parcels within the boundaries of a school district. The levy is based on the assessed value of a parcel as determined by Ventura County (County), pursuant to Proposition (Prop.) 13. Traditionally, G.O. bonds carry far lower interest and issuance costs than other financing options. Buyers of most California school bonds receive an exemption from state and federal taxes on the interest portion of the bonds purchased, allowing for a lower rate of interest to a district to finance improvements over time.

### B.1.1 EXISTING G.O. BOND AUTHORIZATIONS & PAST ISSUANCES

The District successfully passed a local G.O. bond authorization in 1997, 2006, 2012, 2016, and 2022 respectively. Table B1 summarizes the District's past G.O. bond issuances and provides data for each issuance's sale date, original principal, current outstanding principal, original repayment ratio, and remaining term.

The 1997 authorization approved the sale of $57 million in G.O. bonds. To date, $57 million in bonds have been sold, leaving no remaining authorization from the 1997 Election. After the issuance of the 1997 Election bonds, the District issued seven series of refunding bonds between 2001 and 2022 to refinance outstanding 1997 Election bonds and generate debt service savings for District taxpayers. The 1997 Election was approved pursuant to Proposition 46 which required a 2/3 majority of voters to pass, and there is no legal tax rate limit for the purposes of issuing bonds from this authorization. As of December 1, 2025, the outstanding principal to be repaid from the 1997 Election is approximately $17.4 million.

The 2006 authorization was approved by voters and authorized the sale of $64 million in G.O. bonds. To date, $64 million in bonds have been sold, leaving no remaining authorization from the 2006 Election. Subsequent to the issuance of bonds, the District refunded some of the 2006 Election bonds in 2014, 2015, 2016, and 2020 to refinance outstanding 2008 Election bonds and generate debt service savings for District taxpayers. As of December 1, 2025, the outstanding principal to be repaid from the 2006 Election is approximately $26.9 million.

The 2012 authorization was approved by voters and authorized the sale of $90 million in G.O. bonds. To date, $90 million in bonds have been sold, leaving no remaining authorization from the 2012 Election. After the issuance of Election 2012 bonds, the District refunded bonds in 2019, 2020, and 2022 to refinance outstanding 2012 Election bonds and generate debt service savings for District taxpayers. As of December 1, 2025, the outstanding principal to be repaid from the 2012 Election is approximately $89.4 million.

## Table B1: Summary of District G.O. Bond Authorizations and Past Issuances (as of 12/1/25)

| Series | Type | Sale Date | Principal Amount | Principal Outstanding | Repayment Ratio[1] | Years Remaining | Refunded Series |
|---|---|---|---|---|---|---|---|
| **1997 Election (Prop. 46 Election)** | | | | | **Authorization:** | | **$57,000,000** |
| New Money Issues | | | | | | | |
| 1997A | Tax-Exempt GO Bond | 8/5/1997 | $5,000,000 | $0 | 2.03 | 0 | |
| 1999B | Tax-Exempt GO Bond | 6/30/1999 | $13,000,000 | $0 | 2.02 | 0 | |
| 2000C | Tax-Exempt GO Bond | 7/11/2000 | $4,000,000 | $0 | 2.07 | 0 | |
| 2001D | Tax-Exempt GO Bond | 2/20/2001 | $7,800,000 | $0 | 1.93 | 0 | |
| 2001E | Tax-Exempt GO Bond | 7/24/2001 | $15,000,000 | $0 | 1.95 | 0 | |
| 2002F | Tax-Exempt GO Bond | 8/6/2002 | $5,000,000 | $0 | 1.91 | 0 | |
| 2004G | Tax-Exempt GO Bond | 6/30/2004 | $7,200,000 | $0 | 1.90 | 0 | |
| | | **Total** | **$57,000,000** | | | | |
| Refunding Issues | | | | | | | |
| 2001 | Tax-Exempt GO Bond | 8/15/2001 | $20,920,000 | $0 | 1.96 | 0 | 97A, 99B, 2000C |
| 2010 | Tax-Exempt GO Bond | 3/3/2011 | $10,750,000 | $0 | 1.35 | 0 | 01D, 01E, 02F, 04G |
| 2011 | Tax-Exempt GO Bond | 7/1/2011 | $7,275,000 | $0 | 1.46 | 0 | 01D, 01E, 02F, 04G |
| 2012 | Tax-Exempt GO Bond | 6/21/2012 | $12,240,000 | $0 | 1.62 | 0 | 01D, 01E, 02F, 04G |
| 2019 | Taxable GO Bond | 10/31/2019 | $13,765,000 | $7,430,000 | 1.18 | 7 | 01Ref, 11Ref |
| 2020 | Taxable GO Bond | 9/3/2020 | $13,645,000 | $9,930,000 | 1.12 | 8 | 10Ref, 11Ref, 12Ref |
| 2022 | Tax-Exempt GO Bond | 6/22/2022 | $380,000 | $0 | 1.02 | 0 | 12Ref |
| | | **Total** | **$17,360,000** | **$17,360,000** | **1.15** | **8** | |
| ***1997 Election 2025-26 Tax Rate: $0.00*** | | | | | **Remaining Authorization:** | | **$0** |
| **2006 Election (Prop. 39 Election)** | | | | | **Authorization:** | | **$64,000,000** |
| New Money Issues | | | | | | | |
| 2007A | Tax-Exempt GO Bond | 2/8/2007 | $32,000,000 | $0 | 1.83 | 0 | |
| 2008B | Tax-Exempt GO Bond | 7/11/2008 | $31,997,467 | $7,077,467 | 1.98 | 8 | |
| | | **Total** | **$63,997,467** | | | | |
| Refunding Issues | | | | | | | |
| 2014 | Tax-Exempt GO Bond | 6/4/2014 | $11,835,000 | $1,185,000 | 1.36 | 1 | 2007A |
| 2015 | Tax-Exempt GO Bond | 4/8/2015 | $14,305,000 | $8,025,000 | 1.72 | 11 | 2007A |
| 2016 | Tax-Exempt GO Bond | 8/31/2016 | $16,360,000 | $2,570,000 | 1.23 | 1 | 2008B |
| 2020 | Taxable GO Bond | 9/3/2020 | $9,110,000 | $8,095,000 | 1.18 | 8 | 14Ref, 15Ref |
| | | **Total** | **$26,952,467** | **$26,952,467** | **1.56** | **11** | |
| ***2006 Election 2025-26 Tax Rate: $21.20*** | | | | | **Remaining Authorization:** | | **$0** |
| **2012 Election (Prop. 39 Election)** | | | | | **Authorization:** | | **$90,000,000** |
| New Money Issues | | | | | | | |
| 2012A | Tax-Exempt GO Bond | 12/27/2012 | $18,390,000 | $455,000 | 1.79 | 2 | |
| 2013B | Tax-Exempt GO Bond | 5/30/2013 | $25,500,000 | $610,000 | 1.99 | 3 | |
| 2014C | Tax-Exempt GO Bond | 10/21/2014 | $15,750,000 | $2,000,000 | 2.07 | 13 | |
| 2015D | Tax-Exempt GO Bond | 7/22/2015 | $30,360,000 | $2,530,000 | 1.89 | 3 | |
| | | **Total** | **$90,000,000** | | | | |
| Refunding Issues | | | | | | | |
| 2019 | Taxable | 10/31/2019 | $13,057,988 | $11,455,000 | 1.48 | 18 | 2012A, 2013B |
| 2020 | Taxable GO Bond | 9/3/2020 | $68,020,000 | $62,955,000 | 1.38 | 19 | 2013B, 2014C, 2015D |
| 2022 | Tax-Exempt GO Bond | 6/22/2022 | $10,238,000 | $9,343,000 | 1.39 | 18 | 2012A |
| | | **Total** | **$89,348,000** | **$89,348,000** | **1.43** | **19** | |
| ***2012 Election 2025-26 Tax Rate: $44.60*** | | | | | **Remaining Authorization:** | | **$0** |
| **2016 Election (Prop. 39 Election)** | | | | | **Authorization:** | | **$142,500,000** |
| New Money Issues | | | | | | | |
| 2017A | Tax-Exempt GO Bond | 3/15/2017 | $81,000,000 | $80,655,000 | 2.13 | 21 | |
| 2018B | Tax-Exempt GO Bond | 3/14/2018 | $13,996,626 | $12,558,800 | 2.16 | 22 | |
| 2020C | Tax-Exempt GO Bond | 11/24/2020 | $10,995,135 | $10,800,135 | 1.99 | 25 | |
| | | **Total** | **$105,991,760** | **$104,013,935** | **2.12** | **25** | |
| ***2016 Election 2025-26 Tax Rate: $27.30*** | | | | | **Remaining Authorization:** | | **$36,508,240** |
| **2022 Election (Prop. 39 Election)** | | | | | **Authorization:** | | **$215,000,000** |
| New Money Issues | | | | | | | |
| 2023A | Tax-Exempt GO Bond | 3/30/2023 | $76,515,000 | $75,585,000 | 1.98 | 28 | |
| ***2022 Election 2025-26 Tax Rate: $24.00*** | | | | | **Remaining Authorization:** | | **$138,485,000** |
| **All Elections Total** | | | **$393,504,228** | **$313,259,402** | **1.79** | **28** | |
| ***Aggregate 2025-26 Tax Rate: $117.10*** | | | | | | | |

*Sources: Electronic Municipal Market Access (EMMA), Thomson Reuters, County*

[1] *Repayment ratio upon issuance of bonds; total represents weighted average of all outstanding bonds*

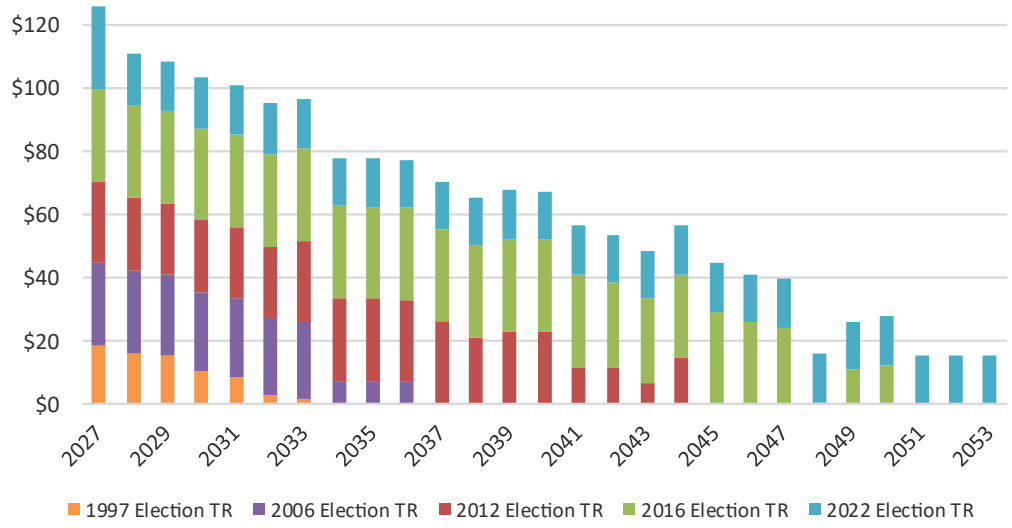
The 2016 authorization was approved by voters and authorized the sale of $142.5 million in G.O. bonds. To date, $104.9 million in bonds have been sold, leaving a remaining authorization of $36.5 million from the 2016 Election. As of December 1, 2025, the outstanding principal to be repaid from the 2016 Election is approximately $104.0 million.

The 2022 authorization was approved by voters and authorized the sale of $215 million in G.O. bonds. To date, $76.5 million in bonds have been sold, leaving a remaining authorization of $138.5 million from the 2022 Election. As of December 1, 2025, the outstanding principal to be repaid from the 2022 Election is approximately $75.6 million.

Each of the 2006, 2012, 2016, 2022 authorizations were approved pursuant to Proposition 39 which set a maximum annual tax rate of $30 per $100,000 assessed valuation for the purposes of issuing bonds from each respective authorization. The District's currently outstanding bonds, and subsequent refunding of these bonds, account for approximately $313.3 million in outstanding principal. All outstanding bonds are scheduled to be repaid by fiscal year (FY) 2053-54.

Figure B1 indicates the estimated tax rate required to pay the principal and interest for the District's outstanding bonds. In FY 2025-26, Ventura County is levying an aggregate tax rate of $117.10 per $100,000 of assessed value for the District's outstanding G.O. bonds. Based on the interest and principal payments scheduled for the repayment of outstanding bonds and an average annual assessed value growth of 4 percent (4.0%) over the remaining term of the bonds, it is estimated that the annual tax rate to repay the bonds will begin to gradually decline over the next three years and continue to decline more rapidly thereafter.

**Figure B1: Estimated District G.O. Bond Tax Rates Per $100,000 of Assessed Value**

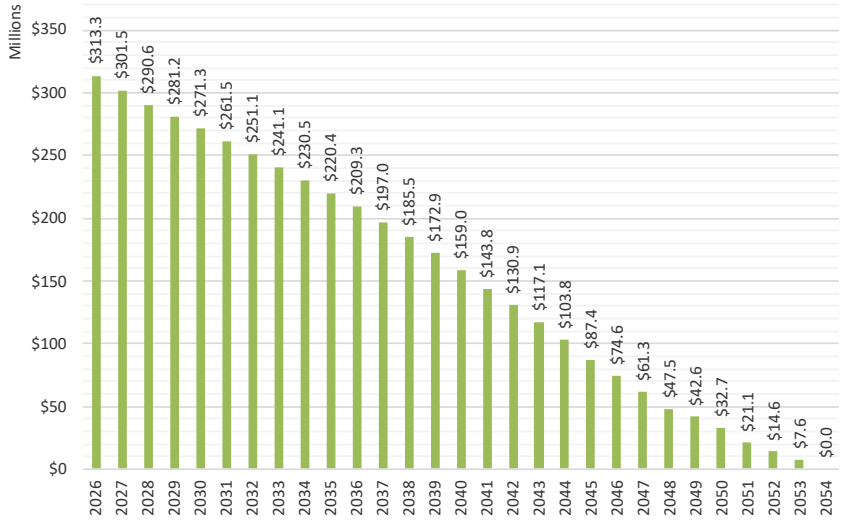



**Assumes AV growth 4% annually on average*

The District's current outstanding bonds, and subsequent refunding of these bonds, account for approximately $313.3 million in outstanding principal. All outstanding bonds are scheduled to be repaid by fiscal year FY 2053-54, with total annual payments ranging between $6.9 million and $24.0 million for

the next 30 years. Total principal to be repaid year-to-year ranges from $5.0 million to $16.4 million, while interest payments range from $323,425 to $13.1 million. Figure B2 indicates that the District has approximately $313.3 million in total outstanding G.O. bonded indebtedness in FY 2025-26 and is anticipated to decline thereafter absent any additional G.O. bond sales. Absent any additional debt issuance, all current outstanding principal is scheduled to be retired by the end of FY 2053-54.

**Figure B2: Remaining G.O. Bond Principal Outstanding Over Time**




## B.1.2 FUTURE BOND SALES

The District has remaining G.O. bond authorization from both the 2016 Election and the 2022 Election. Both authorizations are also subject to the provisions of Proposition 39 which requires a school district to certify that the estimated tax rate to repay subsequent bond sales would not exceed $30 per $100,000 of assessed value and establish a Bond Oversight Committee to review annual performance audits of the bond fund expenditures.

Similar to the District's previous bond programs subject to Prop. 39, the availability of future bond funds is dependent on the District's assessed valuation growth to accommodate the Prop. 39 tax rate allowance of $30 per $100,000 of assessed value for non-unified school districts in California.

The District's total assessed valuation serves as the source from which tax revenues are derived for the purpose of repaying the District's bond debt service. As the assessed value grows, so does the District's ability to repay a greater amount of bond debt service and therefore its ability to issue additional bonds. Table B2 presents a history of the District's assessed valuation. Historically, assessed value has increased with some minimal periods of decline. During the early to late 2000s, the District experienced assessed value growth ranging from approximately 9 to 14 percent annually. This coincided with a period of strong economic performance statewide. Conversely, as the economy contracted during the Great Recession, the District's assessed valuation experienced periods of contraction in FY 2010 through FY 2012. Overall, assessed valuation growth averaged 4.3 percent annually over the last 20 years. Most recently, over the

last 5-year period, the annual assessed valuation growth rate has averaged 4.3 percent. While annual assessed valuation growth has slowed compared to the mid-2000s, it may indicate a more sustainable pace of economic expansion within the District.

**Table B2: Historic District Total Assessed Valuation**

| Assessed Valuations | | |
|---|---|---|
| FYE | Total | % Change |
| 2006 | $8,657,971,155 | 14.17% |
| 2007 | $9,931,635,061 | 14.71% |
| 2008 | $10,883,340,116 | 9.58% |
| 2009 | $10,923,360,081 | 0.37% |
| 2010 | $10,256,972,528 | -6.10% |
| 2011 | $10,222,956,307 | -0.33% |
| 2012 | $10,128,841,659 | -0.92% |
| 2013 | $10,224,776,805 | 0.95% |
| 2014 | $10,523,302,599 | 2.92% |
| 2015 | $11,258,539,314 | 6.99% |
| 2016 | $11,811,053,863 | 4.91% |
| 2017 | $12,231,081,218 | 3.56% |
| 2018 | $12,813,934,964 | 4.77% |
| 2019 | $13,410,386,931 | 4.65% |
| 2020 | $14,062,908,693 | 4.87% |
| 2021 | $14,639,854,133 | 4.10% |
| 2022 | $15,163,509,508 | 3.58% |
| 2023 | $16,040,644,236 | 5.78% |
| 2024 | $16,829,203,339 | 4.92% |
| 2025 | $17,524,548,271 | 4.13% |
| 2026 | $18,076,475,926 | 3.15% |
| 5-Year Average | | 4.31% |
| 10-Year Average | | 4.35% |
| 20-Year Average | | 3.75% |

Education Code 15102 limits the amount of outstanding principal bonded indebtedness a school district may have outstanding when considering the sale of additional G.O. bonds. For an elementary school district, bonded indebtedness cannot exceed 1.25 percent of the District's total assessed valuation at the time bonds are to be sold. The bond limit may be exceeded by obtaining a waiver from the State.

In May 2023, the State approved the District's request for a Debt Limit Waiver, enabling the District to issue bonds up to 2.14 percent of the District's total assessed valuation. As calculated in Table B3, using the District's current total assessed value and effective debt limit, the District has a gross bonding capacity of approximately $386.8 million. Table B3 indicates that the District has approximately $313.3 million in total outstanding G.O. bonded indebtedness as of 2025-26, resulting in a current net bonding capacity of approximately $73.6 million. Overall, the District is currently utilizing 138.64 percent of its Statutory bonding capacity.

**Table B3: District's Bonding Capacity**

| Fiscal Year 2025-26 | |
|---|---|
| ASSESSED VALUATION | |
| Secured Assessed Valuation | $17,180,675,126 |
| Unsecured Assessed Valuation | $895,800,800 |
| DEBT LIMITATION | |
| Total Assessed Valuation | $18,076,475,926 |
| Applicable Bond Debt Limit with Waiver* | 2.14% |
| Bonding Capacity | $386,836,585 |
| Outstanding Bonded Indebtedness | $313,259,402 |
| NET BONDING CAPACITY | $73,577,183 |
| % of Capacity Current Used | 80.98% |

*2023 Waiver

| HARDSHIP ANALYSIS | |
|---|---|
| Hardship Requirement | 60.00% |
| Statutory Bonding Capacity (1.25% AV) | $225,955,949 |
| Outstanding Bonded Indebtedness | $313,259,402 |
| % of Statutory Bonding Capacity Utilized | 138.64% |

Additional bonding capacity requires an increase in the assessed valuation of the District over time and/or the repayment outstanding principal. The District may also elect to pursue authorization from the State Board of Education for an additional waiver to increase its bonding capacity as it has successfully obtained in the past.

### B.1.2.1 ADDITIONAL G.O. BOND SALES – 2016 ELECTION

The availability of future bond funds is dependent on the District's assessed valuation growth to accommodate the Prop. 39 tax rate allowance of $30 per $100,000 of assessed value for elementary school districts in California. Based on Prop. 39, under which Measure "D" was held, the District is legally permitted to sell bonds up to the amount authorized by voters, so long as the bonds may be reasonably supported by a maximum tax rate per year of $30 per every $100,000 of assessed property value. The tax rate to repay the outstanding Measure D bonds commenced in fiscal year 2018-19; for the current fiscal year 2025-26, the County is levying a rate of $27.30 per $100,000 of assessed property value.

Figure B3 presents the amount of bonds issued to date and the amount that may be issued in the future assuming certain conditions. First, it is assumed that assessed value will continue to grow at approximately 93 percent of its last five-year average rate, or 4 percent per year. It also assumes that the repayment of any new bonds to be sold will not exceed the $30 per $100,000 assessed valuation tax rate. Figure 5 illustrates the estimated timing and size of remaining bond issuances in support of the Master Construct

Program. In total $36.5 million in authorization remains from Measure "D" which may be issued as indicated in one bond sale in 2031.

**Figure B3: Estimated Timing and Sizing of Future Measure "D" Bond Issuances**




The availability of additional funds issued in 2020 Series C was credited to the District's growth in assessed valuation and current interest rates for similarly rated California school districts. To access the bond proceeds and to conform to the Program's constraints including the $30 tax rate, the District will need to utilize Capital Appreciation Bonds (CABs). CABs are bonds that may defer principal and interest repayments in order to better accommodate debt service repayment requirements and available tax revenues. As such, they tend to require a higher rate of interest for repayment. This may increase the overall cost of borrowing; however, the overall program has benefited from lower than expected interest rates and it is estimated based on current market conditions that the total repayment ratio for all Measure "D" bonds will be lower than the overall repayment ratio estimated to voters at the time of the election. It is estimated that the balance of the Measure "D" authorization can be issued over one bond sale currently scheduled for 2031, subject to Board review and approval, and assuming 4 percent average annual District assessed value growth moving forward. In addition, the interest rates are assumed to be 5.0-7.0 percent, which is higher than the most recent 2020 Series C issuance. Bond terms are assumed to be 25 years and will likely utilize CABs. Actual bond proceeds from future issuances may differ from the estimates provided here and will depend on both District needs and market conditions at the time of sale. This analysis includes assessed values for 2025-26 as published by the County.

**Figure B4: Projected Tax Rates (per $100,000 AV) on Existing and Future Measure "D" Bond Issuances**




### B.1.2.1 ADDITIONAL G.O. BOND SALES – 2022 ELECTION

Proposition 39 authorizes school districts to issue new bonds upon a 55 percent affirmative vote by the local electorate in a regularly scheduled election. For an elementary school district, the maximum tax rate to be levied at the time bonds are sold must not exceed $30 per $100,000 of assessed value. In addition, districts must agree to be subject to certain conditions, including the establishment of a project list, an independent citizens' oversight committee, and annual performance and financial audits. The District has a history of conducting Proposition 39 elections and issuing bonds consistent with these requirements.

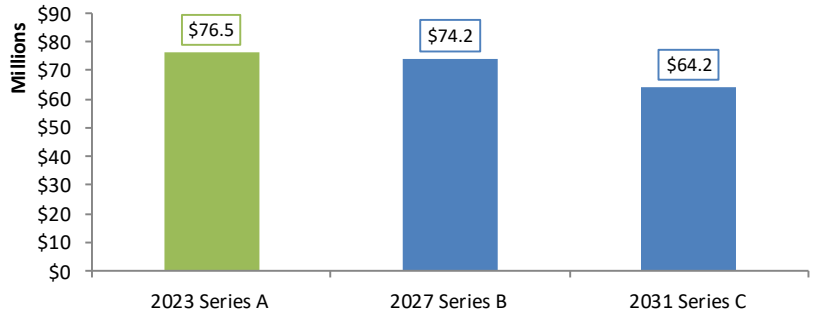
In November 2022, voters in the District approved and authorized a new general obligation bond program which was structured to meet the above requirements and mitigate the delay or future lack of State aid funding of proposed projects. Assuming that the District's assessed valuation continues to grow at an annual average of 4.0 percent and that the District implements the maximum tax rate of $30 per $100,000 of assessed value allowed by Proposition 39 over a 30-year term for each bond sale, the District could generate approximately $215 million in bond proceeds over a projected 8-year period based on market conditions at the time of the election.

In March 2023, the District issued the first series of bonds from the 2022 Election authorization in the amount of approximately $76.5 million. The size and timing of the remaining bond sales depend on the needs of the overall program and can be structured to allow projected assessed valuation growth between bond issuances so that required tax rates for bond repayments stay within the estimated Proposition 39 rate of $30 per $100,000 of assessed valuation. The issuance of additional bonds required authorization from the State Board of Education for a waiver to increase its bonding capacity which the District has been successfully granted in the past. The application for this waiver was submitted to the State Board of Education and was approved at its May 2023 meeting.

**Figure B5: Estimated 2022 Election Bond Proceeds**

**Prop. 39 (55%) Election**

| Tax Rate | 2023 Series A | 2027 Series B | 2031 Series C | Total |
|---|---|---|---|---|
| **$30** | $76.5 | $74.2 | $64.2 | **$215.0 million** |




### B.1.2.1 BOND ANTICIPATION NOTE – 2016 ELECTION

The District has a limited ability to access the remaining authorization from the 2016 Election at this time and is considering utilizing a Bond Anticipation Note (BAN) to garner additional proceeds to support other facility projects underway.

The District currently needs between $20 and $25 million in funding to proceed with construction and to replenish the District's Program Reserve. At this time, the District's ability to issue additional bonds from the 2016 Election authorization is constrained by the Proposition 39 tax rate limit and would require an additional debt limit waiver from the State.

The District is now in process of issuing a Bond Anticipation Note (BAN), which is a short-term interest-bearing security issued in anticipation of issuing long-term bonds in the future. BANs are typically issued by school districts as a source of interim financing to fund projects when the issuance of long-term bonds may not be feasible due to constraints such as projected tax rates or Statutory bonding capacity

Bonds may then be issued to pay off the BAN at maturity, in the future when AV has increased, prior bonds are paid off, and tax rate and bonding capacity have increased. A BAN can be issued in 2025-26 with the intent to be paid off with a long-term bond issuance from the 2016 Election authorization.

Based on prevailing market rates as of December 10, 2025, it is estimated that the District could issue a BAN in the estimated amount of $36.1 million to provide the necessary funding for new construction and the Program Reserve. The BAN would be sold in February 2026 utilizing a Capital Appreciation Bond structure, which would not require any debt service payments until final maturity in 2031. It is anticipated that the BAN would then be paid off at final maturity by the proceeds of the 2016 Election Measure "D" 2031 Series D.

# OXNARD SCHOOL DISTRICT

Ventura County

## Enhanced Master Construct Program – 26th Semi-Annual Update

*Board of Trustees Presentation*
*January 14, 2026*

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CFW INC.

# Overview

- The twenty-sixth semi-annual update to the Enhanced Master Construct Program (Program) is presented this evening for Board consideration
- The Enhanced Master Construct Program has adopted projects to be undertaken over the remaining three phases for the plan of improvement:
  - ✓ Reconstruction of Rose Avenue Elementary
  - ✓ Reconstruction of Fremont and Dr. Lopez Academies
  - ✓ 21st Century upgrades to Frank Academy
  - ✓ Upgrades and 21st Century improvements to Ritchen, McAuliffe, Brekke, and Ramona K-5 schools
  - ✓ Upgrades of support facilities at the P2P K-8 schools including Driffill, Chavez, Kamala and Curren and modernization and 21st Century upgrades of permanent classrooms
  - ✓ 21st Century upgrades to Marshall K-5 classrooms
  - ✓ Improved changing room facilities at Lemonwood and Marshall
  - ✓ Construction of additional TK/K/SDC and ECDC facilities to house students and meet State standards

# Status of Projects Under Management






- **Rose Avenue Elementary -** The new facilities were occupied in August 2025. The second phase includes the demolition of the existing buildings and construction of the new fields. It is anticipated that the entire site will be turned over to the District in April of 2026

# Status of Projects Under Management





- **Ritchen Elementary -** Phase 1 is completed and Phase 2 is scheduled for completion in December 2025. The overall project is scheduled to be completed by the beginning of the 2026-27 school year. It is anticipated that $3.6 million in State grants will be received by June 2026

# Status of Projects Under Management





- **McAuliffe Elementary -** Phase 1 is completed and Phase 2 is scheduled for completion in December 2025. The overall project is scheduled to be completed by the beginning of the 2026-27 school year. It is anticipated that $3.4 million in State grants will be received by June 2026

# Status of Projects Under Management





- **Marina West ECDC -** Phase 1 (six new classrooms) is scheduled for completion in January 2026. Phase 2 demolishes remaining buildings and constructs four new classrooms. The completion date is proposed to be adjusted from February 2026 to July 2026 because of an unforeseen coordination with Southern California Edison (SCE). In addition, the lease agreement with the Child Development Resource program was only recently approved**.**

# Status of Projects Under Management

- **Fremont Academy** - Received Division of the State Architect (DSA) approval and a proposed Guaranteed Maximum Price (GMP) has been developed and will be presented to the Board for approval in January 2026 with construction to commence thereafter
- **Dr. Lopez Academy** - Received City comments and required site adjustments are in the process of being incorporated into the project design scope. It is anticipated that the project will be submitted to the Division of the State Architect DSA in 2026
- **Lemonwood and Marshall Changing Rooms** - Both projects are currently in re-design with an anticipated submittal date to DSA and the California Department of Education (CDE) in spring of 2026
- **Driffill ECDC** - The project is now in the process of being closed out with DSA. The Notice of Completion was filed with the County of Ventura in October 2025
- **Rose Avenue ECDC** - The project has been approved by DSA. Construction is subject to funding availability

# Educational Program

- District leadership has identified specific needs in special education and physical education which have the potential to further impact facility needs throughout the District now and in the coming years
- While the Facilities Program has continued to provide for special education spaces, there is potential that the District will need increased numbers of specialist spaces and SDC classroom spaces in the future
- Over the next six months, it is proposed that the District continue to evaluate its needs and specifications related to multipurpose building (MPR) facilities to better align with physical education program needs
- Transition planning meetings are currently being held for the modernization projects at Ritchen and McAuliffe
- The new campus buildings at Rose Avenue were completed in July 2025 and the transition plan helped to ensure that the school was ready for students for the start of the 2025-26 school year

# State Aid

- To date, the District has garnered approximately $49.6 million in State aid grants including $30 million in new construction and modernization grant funds and an additional $14.6 million for the ECDC facilities at Driffill and Marina West
- In addition, approximately $7 million in modernization applications have been approved by the State for improvements to McAuliffe and Ritchen elementary schools with funding anticipated to be received by June 2026
- Beyond the total $56.5 million in State aid identified above, future new construction eligibility is projected to continue to decrease due to a continuing decline in the District's annual enrollment and projected new residential development and fees
- Nonetheless, an additional $41.4 million in remaining and projected future modernization eligibility is estimated to be available through 2033 for additional eligible projects
- The assumptions are based on rules that are currently in effect and any change in rules or eligibility factors (e.g., enrollment) may impact the receipt of funds

# Proposed Master Budget - Sources

- Previous phases include a total estimated sources and uses of approximately $265.3 million with an estimated ending program reserve of $856,484
- The estimated proceeds from the District's Measure D and Measure I authorizations remain unchanged and account for approximately $250.7 million in sources available for remaining projects
- A Bond Anticipation Note (BAN) sale of $36.1 million is proposed to occur in February 2026 to bring forward anticipated revenues from remaining Measure D bond authorization. The BAN is proposed to fund current active projects and provide fiscal stability to the Program. A corresponding repayment of the BAN is estimated to occur in 2031 from the last sale of remaining Measure D bonds
- Total State aid grants is estimated at $62.8 million including received PS/TK/K grants and estimated modernization grants
- Developer fee collections are estimated at $24.2 million from collected revenues, projected collections, and anticipated school fees from the development of the Teal Club specific plan project
- Due to a period of significant increases in interest rates, $9.7 million of interest earnings from the District's bond funds were generated and available to fund projects

# Proposed Master Budget - Sources

| Estimated Sources | Previous Phases (2013-2022) | Phase 3 (2023-2026) | Phase 4 (2027-2030) | Phase 5 (2031-2034) | Phase 3 - 5 Subtotal | Total |
|---|---|---|---|---|---|---|
| **Previous Phases** | | | | | | |
| Capital Funds | $265,321,079 | $856,484 | $0 | $0 | $856,484 | $266,177,563 |
| **Subtotal** | **$265,321,079** | **$856,484** | **$0** | **$0** | **$856,484** | **$266,177,563** |
| **Bond Anticipation Note (BAN)** | | | | | | |
| 2026 | $0 | $20,100,000 | $16,000,000 | $0 | $36,100,000 | $36,100,000 |
| **Subtotal** | **$0** | **$20,100,000** | **$16,000,000** | **$0** | **$36,100,000** | **$36,100,000** |
| **Measure "D" - 2016 GO Bond** | | | | | | |
| Series D (2031) | $0 | $0 | $0 | $36,500,000 | $36,500,000 | $36,500,000 |
| **Subtotal** | **$0** | **$0** | **$0** | **$36,500,000** | **$36,500,000** | **$36,500,000** |
| **Measure "I" - 2022 GO Bond** | | | | | | |
| Series A (2023) | $0 | $75,806,148 | $0 | $0 | $75,806,148 | $75,806,148 |
| Series B (2027) | $0 | $0 | $74,200,000 | $0 | $74,200,000 | $74,200,000 |
| Series C (2031) | $0 | $0 | $0 | $64,200,000 | $64,200,000 | $64,200,000 |
| **Subtotal** | **$0** | **$75,806,148** | **$74,200,000** | **$64,200,000** | **$214,206,148** | **$214,206,148** |
| **Additional State Aid** | | | | | | |
| Est. Modernization (Fin. Hardship) | $0 | $0 | $0 | $0 | $0 | $0 |
| Est. Modernization (60%/40%) | $0 | $7,009,482 | $9,605,223 | $31,749,426 | $48,364,131 | $48,364,131 |
| Driffill PS/TK/K Grant | $0 | $6,915,318 | $0 | $0 | $6,915,318 | $6,915,318 |
| Marina West PS/TK/K Grant | $0 | $7,558,618 | $0 | $0 | $7,558,618 | $7,558,618 |
| **Subtotal** | **$0** | **$21,483,418** | **$9,605,223** | **$31,749,426** | **$62,838,067** | **$62,838,067** |
| **Additional Developer Fees** | | | | | | |
| Developer Fee Collections | $0 | $11,170,443 | $0 | $0 | $11,170,443 | $11,170,443 |
| Est. Developer Fee Collections | $0 | $3,327,659 | $4,847,137 | $4,847,137 | $13,021,932 | $13,021,932 |
| **Subtotal** | **$0** | **$14,498,102** | **$4,847,137** | **$4,847,137** | **$24,192,375** | **$24,192,375** |
| **Interest Earnings** | | | | | | |
| 2022-2023 Interest | $0 | $1,481,282 | $0 | $0 | $1,481,282 | $1,481,282 |
| 2023-2024 Interest | $0 | $4,169,684 | $0 | $0 | $4,169,684 | $4,169,684 |
| 2024-2025 Interest | $0 | $4,037,372 | $0 | $0 | $4,037,372 | $4,037,372 |
| 2025-2026 Interest (as of 10/31/25) | $0 | $0 | $0 | $0 | $0 | $0 |
| **Subtotal** | **$0** | **$9,688,338** | **$0** | **$0** | **$9,688,338** | **$9,688,338** |
| **Total Sources** | **$265,321,079** | **$142,432,489** | **$104,652,359** | **$137,296,563** | **$384,381,411** | **$649,702,490** |



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# Proposed Master Budget - Uses

- Approximately $359.5 million is estimated in total anticipated costs
- A Program Reserve of $24.9 million is recommended providing a grand total integrated budget of $384.4 million in remaining estimated project improvements to be funded over the proposed remaining phases
- A proposed Guaranteed Maximum Price (GMP) has been developed for the Fremont project and will be presented to the Board for approval in January 2026. Construction will commence following Board approval of the GMP
- The current Board approved “all in” budget for the Fremont project is $65.8 million. A budget adjustment to the Fremont project of $8.4 million is required to accommodate the proposed GMP and associated cost increases for construction of the project, increasing the proposed “all in” budget to $74.2 million
- Since the June 2025 report, adjustments include an $8.4 million budget increase to the Fremont Reconstruction project discussed above and the addition of a $42.5 million Bond Anticipation Note (BAN) repayment in 2031

# Proposed Master Budget - Uses

| Estimated Uses | Previous Phases (2013-2022) | Phase 3 (2023-2026) | Phase 4 (2027-2030) | Phase 5 (2031-2034) | Phase 3 - 5 Subtotal | Total |
|---|---|---|---|---|---|---|
| Acquire New K-5 Elementary Site | $7,767,119 | | | | $0 | $7,767,119 |
| Acquire New K-5/Middle School Site | $9,756,633 | | | | $0 | $9,756,633 |
| Doris/Patterson K-5 | $492,786 | | | | $0 | $492,786 |
| Doris/Patterson 6-8 | $278,057 | | | | $0 | $278,057 |
| Seabridge K-5 | $3,019,331 | | | | $0 | $3,019,331 |
| Harrington K-5 | $23,776,013 | | | | $0 | $23,776,013 |
| Elm K-5 | $32,878,847 | | | | $0 | $32,878,847 |
| Lemonwood K-8 | $41,990,714 | $1,250,000 | | | $1,250,000 | $43,240,714 |
| McKinna K-5 | $36,191,904 | | | | $0 | $36,191,904 |
| Rose Avenue K-5 | $51,071,913 | $7,500,000 | | | $7,500,000 | $58,571,913 |
| Planning for K-8 MPRs | $166,253 | | | | $0 | $166,253 |
| Harrington Kindergarten Annex | $3,215,039 | | | | $0 | $3,215,039 |
| Lemonwood Kindergarten Annex | $3,571,599 | | | | $0 | $3,571,599 |
| Technology | $12,234,498 | | | | $0 | $12,234,498 |
| McAuliffe K-5 | $3,244,674 | $9,283,983 | | | $9,283,983 | $12,528,657 |
| Ritchen K-5 | $3,595,981 | $10,019,137 | | | $10,019,137 | $13,615,118 |
| Brekke K-5 | $2,184,562 | | | $8,000,033 | $8,000,033 | $10,184,594 |
| Ramona K-5 | $2,192,490 | | | $7,354,070 | $7,354,070 | $9,546,560 |
| Driffill K-8 | $429,872 | | | $13,005,183 | $13,005,183 | $13,435,055 |
| Chavez K-8 | $649,121 | | | $14,696,311 | $14,696,311 | $15,345,432 |
| Kamala K-8 | $619,816 | | | $19,708,843 | $19,708,843 | $20,328,658 |
| Curren K-8 | $598,603 | | $26,442,963 | | $26,442,963 | $27,041,566 |
| Marshall K-8 | $13,019,406 | $1,250,000 | | $5,376,218 | $6,626,218 | $19,645,624 |
| Soria K-8 | | | | $3,904,945 | $3,904,945 | $3,904,945 |
| Fremont 6-8 | $1,901,281 | $74,200,239 | | | $74,200,239 | $76,101,520 |
| Frank 6-8 | | | | $15,290,123 | $15,290,123 | $15,290,123 |
| Dr. Lopez 6-8 | $1,079,278 | $4,672,169 | $65,007,442 | | $69,679,611 | $70,758,889 |
| ECDC at Driffill | | $9,879,025 | | | $9,879,025 | $9,879,025 |
| ECDC at Rose Avenue | | $580,688 | $4,349,290 | | $4,929,979 | $4,929,979 |
| ECDC at Marina West | | $10,798,025 | | | $10,798,025 | $10,798,025 |
| Brekke ES COP Lease Payments | $3,831,453 | | | | $0 | $3,831,453 |
| Land Acquisition COP Lease Payments | $480,000 | $2,062,500 | $2,321,000 | | $4,383,500 | $4,863,500 |
| Additional Program Expenditures | $4,519,836 | | | | $0 | $4,519,836 |
| Portables Lease Payments | $564,000 | | | | $0 | $564,000 |
| Repayment of Bond Anticipation Note | | | | $42,500,000 | $42,500,000 | $42,500,000 |
| **Total** | **$265,321,079** | **$131,495,767** | **$98,120,695** | **$129,835,726** | **$359,452,188** | **$624,773,267** |
| ***Program Reserve*** | **$0** | **$10,936,722** | **$6,531,664** | **$7,460,837** | **$24,929,223** | **$24,929,223** |
| **Total Uses** | **$265,321,079** | **$142,432,489** | **$104,652,359** | **$137,296,563** | **$384,381,411** | **$649,702,490** |



CFW INC. 2069

# Master Budget Sources and Uses Summary

- The Enhanced Master Construct Program includes the use of general obligation bond authorizations, available local developer fees, and State modernization and new construction grants as previously approved by the Board
- The total estimated sources and uses of previous phases of approximately $265.3 million; this included the reconstruction of Harrington, Elm, Lemonwood, McKinna, Marshall, with an estimated ending program balance of $856,484
- Approximately $359.5 million is estimated in costs across all selected school sites for remaining facilities improvements, for remaining land acquisition Certificate of Participation (COP) payments, and the repayment of a proposed Bond Anticipation Note (BAN)
- An additional Program Reserve of $24.9 million is recommended to accommodate unforeseen events including soil and site conditions, variations in costs, additional agency requirements, and changes in codes and building requirements
- The total integrated budget includes $384.4 million in remaining estimated project improvements to be funded over the proposed remaining phases
- Since the June 2025 report, total estimated State aid decreased by $717,515 attributable to enrollment decline and estimated developer fees increased by $1.7 million. Interest earnings increased by $3.8 million since the June 2025 report

# Activities for the Next Six Months

- Major activities over the next six-month period include:
  - ✓ Continue construction of the Marina West ECDC
  - ✓ Continue construction of the Ritchen and McAuliffe modernization projects
  - ✓ Commence construction for the Fremont project
  - ✓ Submit Dr. Lopez reconstruction project to the Division of the State Architect (DSA) for review
  - ✓ Submit Lemonwood and Marshall changing room projects to DSA
  - ✓ Evaluate District needs and specifications related to multipurpose building (MPR) facilities to better align with physical education program needs
  - ✓ Complete the sale of a Bond Anticipation Note (BAN)

# Recommendations

- Tonight, the semi-annual update report has been forwarded to the District for the Board's review
- Based upon the Board's review, it is recommended that the Board adopt the semi-annual update
- The next update is anticipated to be presented in June 2026

# OSD BOARD AGENDA ITEM

**Name of Contributor:** Kristen Pifko **Date of Meeting:** January 14, 2026

**Agenda Section:** Section D: Action Items

**Approval of Resolution #25-12 Authorizing the Issuance and Sale of 2026 General Obligation Bond Anticipation Notes in the Maximum Principal Amount of $36,000,000.00, and Approving Related Documents and Actions Including Forms of Preliminary Official Statement and Note Purchase Agreement (Pifko/CFW)**

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The Board is authorized under California law to issue Bond Anticipation Notes in anticipation of the sale of voter-authorized general obligation bonds to be issued at a future date. The proceeds serve as interim financing for bond projects pending the issuance of a future series of general obligation bonds. At this time, the District has authorized but unissued bond authority under Measure D of 2016 ($36,508,239.60 unissued bond authority) and Measure I of 2022 ($138,485,000 unissued bond authority). Issuance of general obligation bonds pursuant to these measures has legal restrictions with respect to tax rates and bonding capacity. Bond Anticipation Notes provide the opportunity to bridge the District's facility financing needs until general obligation bonds can be issued within legal requirements. Resolution #25-12 presented authorizes a series of 2026 Bond Anticipation Notes in the amount of up to $36,000,000 (the "2026 Notes"). The Resolution sets forth the authority for and parameters regarding issuance of the 2026 Notes, which are proposed to be issued as a single tax-exempt Note maturing no more than five years after issuance. Because the 2026 Note will be issued as a capital appreciation note, a related property tax levy will not be required until general obligation bonds are issued for the purpose of repaying the 2026 Notes. The sale is authorized to occur on a negotiated basis pursuant to the terms of a Note Purchase Agreement, with the investment banking firm of Robert W. Baird & Co. Incorporated. The Resolution authorizes District officials to finalize items relating to the issuance of the 2026 Notes. This includes the Preliminary Official Statement (the "POS"), which is the document that will be used to provide disclosure to potential investors regarding the repayment terms and security features of the 2026 Notes and other matters meeting industry standards regarding investor disclosures. The District's obligation under federal securities laws is to ensure that the POS contains all material information for making an investment and does not contain any material misstatements or omissions. District staff is authorized in the Resolution to work with the financing professionals following approval to ensure the POS is complete and accurate before it is circulated to bond investors. It is currently expected that the 2026 Notes will be issued and funds available to the District in mid-February 2026.

**FISCAL IMPACT:**

No impact to the General Fund. A BAN provides interim, short-term financing for voter-approved Bond Projects. Repayment is from a future series of General Obligation Bonds. All related costs are payable from BAN proceeds. Proceeds of a BAN will permit the District to continue addressing Bond projects.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve Resolution #25-12 authorizing issuance of 2026 General Obligation Bond Anticipation Notes in the Principal Amount of Not To Exceed $36,000,000.00.

**ADDITIONAL MATERIALS:**

**Attached:** Reso #25-12 (25 pages)
Note Purchase Agreement (23 pages)
Preliminary Official Statement (85 pages)

**OXNARD SCHOOL DISTRICT**
**BOARD OF TRUSTEES**

**RESOLUTION NO. 25-12**

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF 2026 GENERAL OBLIGATION BOND ANTICIPATION NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF $36,000,000, AND APPROVING RELATED DOCUMENTS AND ACTIONS INCLUDING FORMS OF PRELIMINARY OFFICIAL STATEMENT AND NOTE PURCHASE AGREEMENT**

**WHEREAS**, the Oxnard School District (the "District") of the County of Ventura (the "County"), State of California (the "State") has been successful in obtaining voter approval to issue general obligation bonds ("General Obligation Bonds") for the purpose of financing facilities improvement projects within the District; and

**WHEREAS,** more specifically, on November 8, 2016, District voters approved Measure D ("Measure D"), authorizing the issuance of general obligation bonds in the aggregate principal amount of $142,500,000 (the "Measure D Bonds"), and more than the requisite fifty-five percent of the votes cast were in favor of the issuance of the Measure D Bonds; and

**WHEREAS,** the abbreviated form of Measure D is:

> *"To acquire, construct and modernize additional classrooms and support facilities to reduce overcrowding, replace portable classrooms and older schools with new permanent facilities, increase student access to computers and modern classroom technology, improve student safety, reduce operating costs and qualify to receive State funds, shall Oxnard School District be authorized to issue up to $142,500,000 in bonds at legal interest rates, with an independent Citizens´ Oversight Committee, annual audits, and no money for administrator salaries?"*; and

**WHEREAS,** in addition, on November 8, 2022, District voters approved Measure I ("Measure I"), authorizing the issuance of general obligation bonds in the aggregate principal amount of $215,000,000 (the "Measure I Bonds"), and more than the requisite fifty-five percent of the votes cast were in favor of the issuance of the Measure I Bonds; and

**WHEREAS,** the abbreviated form of Measure I is:

> *"To reconstruct older middle schools, modernize and construct elementary classrooms and support facilities, increase teacher and student access to modern classroom technology, and improve student security and safety, shall Oxnard School District's measure be adopted to issue $215,000,000 in bonds at legal interest rates, raising on average $10.7 million annually for issued bonds through maturity, with levies projected at 3 cents per $100 assessed valuation, with citizens´ oversight committee, annual audits, and no money for administrator salaries?"*

**WHEREAS**, the District is authorized under Section 15150 of the Education Code (the "Authorizing Law") to issue its notes, maturing within a period not to exceed five years, in anticipation of the sale of voter-approved General Obligation Bonds, provided that the proceeds received from the sale of the notes are used for authorized purposes of the General Obligation Bonds; and

**WHEREAS,** the District has facilities improvement needs authorized by Measure D and Measure I, and requires a source of funds to bridge said needs until a series of Measure D Bonds or Measure I Bonds can be issued in accordance with all legal requirements; and

**WHEREAS**, the District wishes at this time to authorize the issuance and sale of its Oxnard School District (Ventura County, California) 2026 General Obligation Bond Anticipation Notes in the principal amount of not to exceed $36,000,000 (the "Notes") for the purpose of providing funds to finance facilities improvement projects; and

**WHEREAS,** the Notes will be repaid at maturity with the proceeds of a series of bonds issued pursuant to Measure D or Measure I; and

**WHEREAS,** the Notes are authorized hereunder to be sold on a negotiated basis; and

**WHEREAS,** as required by Government Code Section 5852.1, attached hereto as Appendix B is the information relating to the Notes that has been obtained by the District and is hereby disclosed and made public; and

**WHEREAS,** the Board of Trustees has previously approved a Debt Issuance and Management Policy which complies with Government Code Section 8855, and the delivery of the Notes will be in compliance with said policy;

**NOW, THEREFORE**, the Board of Trustees of the District hereby finds, determines, declares and resolves as follows:

## ARTICLE I

## DEFINITIONS; AUTHORITY

**Section 1.01. Definitions**. The terms defined in this Section, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given to them below, unless the context clearly requires some other meaning.

"Accreted Value" means, with respect to any Note, the total amount of principal thereof and interest payable thereon as of any Compounding Date determined solely by reference to the Table of Accreted Values set forth on such Note, which is attached to the Note. The Accreted Value of any Note as of any date other than a Compounding Date will be the sum of (a) the Accreted Value as of the Compounding Date immediately preceding the date as of which the calculation is being made plus (b) interest on the Accreted Value determined under the preceding clause (a), computed to the date as of which the calculation is being made at the Accretion Rate set forth on such Note (computed on the basis of a 360-day year of twelve 30-day months). The Accreted Value

of the Notes as of the maturity date thereof shall be equal to the Maturity Value of the Notes.

"Accretion Rate" means the rate which, when applied to the principal amount of any Note and compounded semiannually on each Compounding Date, produces the Maturity Value of such Note on the maturity date thereof.

"Authorizing Law" means the provisions of Section 15150 of the Education Code of the State of California.

"Board" means the Board of Trustees of the District.

"Bond Counsel" means (a) the firm of Jones Hall LLP or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Building Fund" means the fund established and maintained by the District under Section 3.03.

"Capital Appreciation Notes" means the Notes which accrete and compound interest, which is payable only at maturity or upon earlier redemption, if any. All of the Notes are Capital Appreciation Notes.

"Closing Date" means the date upon which there is a physical delivery of the Notes in exchange for the amount representing the purchase price of the Notes by the Underwriter.

"Compounding Date" means, with respect to the Notes, February 1 and August 1 to and including the date of maturity of the Notes, commencing on the date identified in the Official Statement authorized herein.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Notes, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, fees and charges for preparation, execution and safekeeping of the Notes and any other cost, charge or fee in connection with the original issuance of the Notes.

"County" means County of Ventura, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

"County Office" or "County Office of Education" means the Ventura County Office of Education.

"County Treasurer" means the Ventura County Treasurer-Tax Collector, or any authorized deputy or designee thereof.

"Denominational Amount" means, with respect to any Notes, the original amount of such Notes as of the Closing Date.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

"Depository System Participant" means any participant in the Depository's book-entry system.

"District" means the Oxnard School District, a unified school district organized under the Constitution and laws of the State of California, and any successor thereto.

"District Representative" means the President of the Board, the Superintendent, the Deputy Superintendent, Business and Fiscal Services, and such any of such officer's written designees, or any other officer of the District designated to act as a representative of the District in a written certificate executed by the Superintendent and filed with the Paying Agent.

"DTC" means The Depository Trust Company, and its successors and assigns.

"Federal Securities" means: (a) any direct general non-callable obligations of the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America; (b) any obligations the timely payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America or which are secured by obligations described in the preceding clause (a); (c) the interest component of Resolution Funding Corporation strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form; (d) pre-refunded municipal bonds rated in the highest rating category by any nationally recognized rating agency; and (e) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies (which at the time of acquisition thereof shall be rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent): (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) participation certificates of the General Services Administration; (iv) Federal Financing Bank bonds and debentures; (v) guaranteed Title XI financings of the U.S. Maritime Administration; (vi) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development; and (vii) obligations of the Federal Home Loan Bank (FHLB).

"General Obligation Bonds" means the bonds authorized to be issued by the District under Measure D and Measure I, respectively.

"Maturity Value" means, with respect to any Note, the Accreted Value of such Note determined as of the date of maturity thereof.

"Measure D" means Measure D, the proposition submitted to and approved by 55% or more of the voters on November 8, 2016, authorizing up to $142,500,000 principal amount of General Obligation Bonds.

"Measure I" means Measure I, the proposition submitted to and approved by 55% or more of the voters on November 8, 2022, authorizing up to $215,000,000 principal amount of General Obligation Bonds.

"Municipal Advisor" means CFW Advisory Services LLC.

"Note Purchase Agreement" means the Note Purchase Agreement between the District and the Underwriter, under which the Underwriter agrees to purchase the Notes from the District upon the terms and conditions set forth therein.

"Note Repayment Fund" means the account established by the District and held by the County Treasurer under Section 4.03.

"Note Purchase Agreement" means the agreement between the District and the Underwriter governing the terms of sale of the Notes.

"Notes" means the not to exceed $36,000,000 aggregate principal amount of Oxnard School District (Ventura County, California) 2026 General Obligation Bond Anticipation Notes, authorized by and at any time Outstanding under this Resolution.

"Office" means the office or offices of the Paying Agent for the payment of the Notes and the administration of its duties hereunder. The Office may be re-designated from time to time by written notice filed with the County and the District by the Paying Agent.

"Outstanding," when used as of any particular time with reference to Notes, means all Notes except: (a) Notes theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Notes paid or deemed to have been paid within the meaning of Section 7.03; and (c) Notes in lieu of or in substitution for which other Notes shall have been authorized, executed, issued and delivered by the District under this Resolution.

"Owner", whenever used herein with respect to a Note, means the person in whose name the ownership of such Note is registered on the Registration Books.

"Paying Agent" means Zions Bank, a division of ZB, N.A., or any other bank, trust company, national banking association or other financial institution, its successors and assigns, appointed by the District and acting in the capacity of paying agent, registrar, authentication agent and transfer agent for the Notes.

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Notes under Section 2.08.

"Resolution" means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

"State" means the State of California.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

"Underwriter" means Robert W. Baird & Co. Incorporated, as underwriter of the Notes.

"Written Request of the District" means an instrument in writing signed by a District Representative.

SECTION 1.02. *Interpretation*.

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

**Section 1.03. Authority for this Resolution; Findings**. The Board has reviewed all proceedings heretofore taken relative to the authorization of the Notes and has found, as a result of such review, and hereby finds, and determines that all things, conditions, and acts required by law to exist, happen and be performed precedent to and in the issuance of the Notes do exist, have happened and have been performed in due time, form and manner as required by law, and the District is now authorized under the Authorizing Law to issue the Notes in the manner and form provided in this Resolution. The Board hereby deems it in the best interests of the District to issue the Notes authorized hereby.

## ARTICLE II

## THE NOTES

**Section 2.01. Authorization and Purpose of the Notes**. Notes in the aggregate principal amount of not to exceed $36,000,000 are hereby authorized to be issued by the District under and subject to the terms of the Authorizing Law and this Resolution, for the purpose of raising money to provide financing for the acquisition and construction of educational projects and facilities for which the proceeds of the General Obligation Bonds are authorized to be expended under Measure D and Measure I. Proceeds of the Notes are further authorized to be expended to pay Costs of Issuance.

This Resolution constitutes a continuing agreement between the District and the Owners of all of the Notes issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest on all Notes which may be Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Notes shall be designated the "Oxnard School District (Ventura County, California) 2026 General Obligation Bond Anticipation Notes", together with any additional recommended designations or modifications as approved by a District Representative.

**Section 2.02. Terms of Notes**.

(a) General Provisions. The Notes shall be dated as of the Closing Date and shall mature no later than five years following the Closing Date, on such earlier date as shall be particularly identified in the Official Notice of Sale or Note Purchase Agreement, as applicable. The Notes shall be issued as fully registered Notes, without coupons, in the Maturity Value of $5,000 each or any integral multiple thereof. The Notes shall be lettered and numbered as the Paying Agent may prescribe. The Notes shall be issued as Capital Appreciation Notes and shall accrete interest at the rates which are determined upon the sale thereof, all as set forth more particularly in the Note Purchase Agreement, as applicable.

(b) Capital Appreciation Note Provisions. The annual interest rate on the Notes shall not exceed applicable legal limits. Interest will compound on each Compounding Date at the yield to maturity to be determined upon the sale thereof, and will be payable solely at maturity. The Maturity Value of the Notes shall be payable solely at maturity to the Owners thereof upon presentation and surrender thereof at the Office of the Paying Agent.

Interest on each Note will accrue from the Compounding Date next preceding the date of authentication thereof unless (i) it is authenticated as of a Compounding Date, in which event interest will accrue from such Compounding Date, or (ii) it is authenticated prior to a Compounding Date and after the close of business on the 15th calendar day of the preceding month, in which event interest will accrue from such Compounding Date, or (iii) it is authenticated on or before the 15th day of the month preceding the first Interest Payment Date, or such other date specified upon sale of the Notes, in which event interest will accrue from the Closing Date.

(c) Payment of Principal. The Maturity Value of the Notes shall be payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent.

(d) Provisions of Document of Sale to Control. Notwithstanding the foregoing provisions of this Section, any of the terms of the Notes may be established or modified under the Official Notice of Sale or the Note Purchase Agreement, as applicable. In the event of a conflict or inconsistency between this Resolution and the document governing the sale of the Notes, the provisions of the document governing the sale shall be controlling.

**Section 2.03. Not Subject to Redemption**. The Notes are not subject to redemption prior to maturity.

**Section 2.04. Form of Notes**. The Notes, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution and Official Notice of Sale or the Note Purchase Agreement, as applicable, as are set forth in Appendix A attached hereto.

**Section 2.05. Execution of Notes**. The Notes shall be signed by the manual or facsimile signature of the President of the Board and shall be attested by the manual or facsimile signature of the Secretary or Clerk of the Board. Only those Notes bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent is conclusive evidence that the Notes so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

**Section 2.06. Transfer of Notes**. Any Note may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation at the Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Note issued upon any transfer. Whenever any Note or Notes shall be surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Note or Notes, for like aggregate principal amount.

**Section 2.07. Exchange of Notes**. Notes may be exchanged at the Office of the Paying Agent for a like aggregate principal amount of Notes of authorized denominations. The District may charge a reasonable sum for each new Note issued upon any exchange (except in the case of any exchange of temporary Notes for definitive Notes).

**Section 2.08. Registration Books**. The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Notes, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Notes as herein before provided.

**Section 2.09. Book-Entry System**. Except as provided below, the Owner of all of the Notes shall be DTC, and the Notes shall be registered in the name of Cede & Co., as nominee for DTC. The Notes shall be initially executed and delivered in the form of a single fully registered Note in the full aggregate principal amount of the Notes or as otherwise provided upon sale of the Notes. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Notes registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District shall not have any responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Notes under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal of or interest on the Notes. The District shall cause to be paid all principal and interest on the Notes only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal of and interest with respect to the Notes to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Note. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Notes and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Notes. In such event, the District shall issue, transfer and exchange Notes as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Notes as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Notes evidencing the Notes to any Depository System Participant having Notes credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Notes.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments of principal of and interest on such Note and all notices with respect to such Note shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the Closing Date.

## ARTICLE III

## SALE OF NOTES; APPLICATION OF PROCEEDS

**Section 3.01. Sale of Notes; Approval of Sale Documents**.

(a) Sale of the Notes. The Board hereby approves the negotiated sale of the Notes to the Underwriter pursuant to the Note Purchase Agreement in substantially the form on file with the Secretary of the Board together with any changes thereto which are approved by a District Representative. A District Representative is hereby delegated the authority to accept an offer from the Underwriter to purchase the Notes, provided that the term of the Notes shall not exceed five years, the annual interest rate shall not exceed legal limits, and the amount of Underwriter's discount for the Notes shall be not more than 0.375% of the par amount thereof. A District Representative is hereby authorized to execute and deliver the final form of the Note Purchase Agreement.

The Board has determined to sell the Notes at negotiated sale for the following reasons: (a) a negotiated sale provides more flexibility to choose the time and date of the sale which is advantageous in a volatile municipal bond market; (b) a negotiated sale will permit the time schedule for the issuance and sale of the Notes to be expedited if beneficial to the District and (c) a negotiated sale provides time for the designated Underwriter to educate potential investors about the District, its finances and tax base, recent events in the District and in the bond market.

(b) Official Statement. The Board hereby authorizes the preparation of an Official Statement and authorizes a District Representative, on behalf of the Board, to approve, and to deem nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the portions of the Official Statement describing the District and the Notes. A District Representative is hereby individually authorized to execute an appropriate certificate stating such officer's determination that such portions of the Official Statement have been deemed nearly final within the meaning of such Rule. Distribution of the Official Statement by the Underwriter in connection with the sale of the Notes is hereby approved. The Board hereby authorizes the distribution of the Final Official Statement by the Underwriter. The Final Official Statement shall be executed in the name and on behalf of the District by a District Representative.

(c) Actions to Close the Financing. The President of the Board, the Vice President of the Board, the Superintendent, the Assistant Superintendent, Business Services, the Secretary and Clerk of the Board and any and all other officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents which they, or any of them, may deem necessary or advisable in order to consummate the issuance and sale of the Notes. Whenever in this Resolution any action is authorized to be taken by an officer of the District and such officer is absent or unavailable, such action may be taken on behalf of the District by any designee of such officer.

(d) Provisions of Sale Document to Control. Notwithstanding anything herein to the contrary, any of the terms of the Notes may be established or modified under the Note Purchase Agreement. In the event of a conflict or inconsistency between this Resolution

and the Note Purchase Agreement, the provisions of the Note Purchase Agreement shall be controlling.

(e) Delivery of the Notes. A District Representative is hereby directed to cause the Notes to be printed, signed and sealed, and to be delivered to the Underwriter, upon the County Treasurer's receipt of the purchase price therefor and upon performance of the conditions set forth in the Note Purchase Agreement.

**Section 3.02. Application of Proceeds of Sale of Notes**. On the Closing Date, the proceeds of sale of the Notes shall be paid as follows:

(a) The portion of the proceeds of the Notes to be used for the facilities improvement projects approved by Measure D and Measure I shall be paid to the County Treasurer and deposited in the Building Fund established pursuant to Section 3.03.

(b) The portion of the proceeds of the Notes to be used for the payment of Costs of Issuance shall be deposited in the Costs of Issuance Fund to be established and applied as set forth in Section 3.04.

(c) The portion of the proceeds representing the premium (if any) received on the sale of the Notes shall be paid to the County Treasurer and deposited in the Note Repayment Fund.

**Section 3.03. Building Fund**. The District shall establish and maintain a fund to be known as the "2026 Bond Anticipation Notes Building Fund", which shall be maintained as a separate account, distinct from all other funds of the District. The County Treasurer shall hold this fund. The proceeds received by the County Treasurer from the sale of the Notes shall be deposited in the Building Fund to the extent required by Section 3.02(a), to be expended by the District solely for the financing of acquisition and construction of educational projects and facilities which are described in Measure D and Measure I, including for payment of costs of issuing the Notes to the extent not paid directly from the Costs of Issuance Fund. All interest and other gain arising from the investment of amounts deposited to the Building Fund shall be retained in the Building Fund and used for the purposes thereof. At the written request of the District, any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof shall be withdrawn from the Building Fund and transferred to the Note Repayment Fund to be applied to pay the Maturity Value of the Notes.

**Section 3.04. Costs of Issuance Fund**. The Paying Agent, or other appropriate custodian engaged by the District for the purpose of paying Costs of Issuance, shall establish a fund known as the "Costs of Issuance Fund", into which shall be deposited the proceeds from the sale of the Notes, to the extent required under Section 3.02(a). The Board hereby authorizes a District Representative to enter into a Costs of Issuance Custodian Agreement with such custodian to facilitate payment of Costs of Issuance. As provided in said agreement, proceeds of the Notes set aside for payment of Costs of Issuance shall be deposited thereunder and the payment of Costs of Issuance shall be requisitioned by a District Representative in accordance with said agreement. The estimated costs associated with the issuance of the Notes are set forth in Appendix B hereto.

## ARTICLE IV

## SECURITY FOR THE NOTES; PAYMENT OF DEBT SERVICE

**Section 4.01. Source of Repayment**. The Notes are payable from the proceeds of the General Obligation Bonds issued for that purpose, from the proceeds of an additional issue of renewal notes as provided in the Authorizing Law, from amounts held in the funds and accounts established hereunder, or from other funds of the District lawfully available for said purpose. The proceeds of the General Obligation Bonds, and the proceeds of renewal notes (if any), will be paid to the County Treasurer when collected and deposited in the Note Repayment Fund. The District has covenanted to take all necessary actions to provide for the payment of the Notes at maturity as described in Section 4.02.

**Section 4.02. Obligation to Refinance Notes**. On or before thirty days prior to the final maturity date of the Notes, the District shall take all actions required to authorize, sell and issue one or more series of General Obligation Bonds, an additional series of renewal notes as provided in the Authorizing Law, other obligations including certificates of participation, or any combination of the foregoing, in an aggregate principal amount which is sufficient to pay the Maturity Value of the Notes coming due and payable at maturity. Upon the issuance of such General Obligation Bonds, renewal notes or other obligations, including certificates of participation by the District, the proceeds thereof will be paid to the County Treasurer and deposited in the Note Repayment Fund. The Notes shall be payable from and secured by a pledge of the proceeds of the General Obligation Bonds, renewal notes or other obligations described in this Section.

**Section 4.03. Note Repayment Fund**. The District shall establish and maintain a fund to be known as the "2026 Bond Anticipation Notes Repayment Fund", and the District shall maintain as a separate account, distinct from all other funds of the District. The County Treasurer shall hold this fund. The Note Repayment Fund shall be maintained as a separate account, distinct from all other funds of the District. The following amounts shall be deposited in the Note Repayment Fund promptly upon receipt: (i) any premium received on the sale of the Notes, (ii) the proceeds of any General Obligation Bonds issued under Section 4.02, or (iii) the proceeds of any renewal notes issued under the Authorizing Law, or (iv) the proceeds of any other obligations issued under Section 4.02.

**Section 4.04. Disbursements From Note Repayment Fund**. At the request of the District the County Treasurer shall make disbursements from the Note Repayment Fund in the manner set forth in this Section. The County Treasurer shall transfer amounts on deposit in the Note Repayment Fund, to the extent necessary to pay the principal of and interest on the Notes when due and payable, to the Paying Agent which, in turn, shall transfer such moneys to DTC to pay the principal of and interest on the Notes. DTC will thereupon make payments of the Maturity Value of the Notes to the DTC Participants who will thereupon make payments to the beneficial owners of the Notes. Any moneys remaining in the Note Repayment Fund after the Notes and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District, as provided in Section 15234 of the Education Code of the State of California. As provided in Section 15232 of the Education Code of the State of California,

amounts in the Note Repayment Fund shall also be applied to pay the expense of paying the Notes elsewhere than at the office of the County Treasurer.

**Section 4.05. Investment of Funds**. All moneys held in any of the funds or accounts established with the District hereunder shall be invested in any one or more investments generally permitted to school districts under the laws of the State of California, consistent with the County investment policy. Such investments shall be made under the direction and at the discretion of the County Treasurer. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof.

**Section 4.06. No Liability of the County**. Notwithstanding anything stated to the contrary in this Resolution, the Notes are not a debt of the County, including its Board, officers, officials, agents and employees, and the County, including its Board, officers, officials, agents and employees, has no obligation to repay the Notes. The County, including its Board of Supervisors, officers, officials, agents and employees, shall retain all of their respective constitutional and statutory privileges, immunities, rights and defenses in carrying out their duties under this Resolution. The County makes no assurances regarding the use of the proceeds of the Notes, and has no responsibility and assumes no liability arising from the expenditure of such proceeds by the District.

**Section 4.07. Limited Duties of County; Indemnification**. The County, including its Board of Supervisors, officers, officials, agents and employees, shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution, and even during the continuance of an event of the District's default with respect to the repayment of the Notes, including interest thereon, no implied covenants or obligations shall be read into this Resolution against the County, including its Board of Supervisors, officers, officials, agents and employees. The District hereby agrees to indemnify, defend and hold harmless the County, including its Board of Supervisors, officers, officials, agents and employees, against the payment of any and all liabilities, losses, costs and expenses (including attorneys fees and court costs), damages and claims which the County, including its Board of Supervisors, officers, officials, agents and employees, may incur in the exercise and performance of its or their powers and duties hereunder , except, however, those which are due to the County's negligence or bad faith.

## ARTICLE V

## OTHER COVENANTS OF THE DISTRICT

**Section 5.01. Punctual Payment**. The District will punctually pay, or cause to be paid, the Maturity Value of the Notes in strict conformity with the terms of the Notes and of this Resolution, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and of the Notes. Nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

**Section 5.02. Limitations on Issuance of General Obligation Bonds**. The District covenants that so long as any of the Notes remain Outstanding hereunder, the aggregate principal amount of General Obligation Bonds which are authorized to finance the projects financed with the proceeds of the Notes, but unissued, shall at all times be at least equal to the aggregate principal amount of the Outstanding Notes.

**Section 5.03. Books and Accounts; Financial Statements**. The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries shall be made of all transactions relating to the expenditure of the proceeds of the Notes. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Notes then Outstanding, or their representatives authorized in writing.

**Section 5.04. Protection of Security and Rights of Note Owners**. The District will preserve and protect the security of the Notes and the rights of the Note Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Notes by the District, the Notes are incontestable by the District.

**Section 5.05. Tax Covenants**.

(a) Private Activity Bond Limitation. The District will assure that the proceeds of the Notes are not so used as to cause the Notes to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District will not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Notes to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District will not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Notes which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District will take all actions necessary to assure the exclusion of interest on the Notes from the gross income of the Owners of the Notes to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate Requirement. The District will take any and all actions necessary to assure compliance with Section 148(f) of the Tax Code, relating to the rebate of excess investment earnings with respect to the Notes, if any, to the federal government, to the extent such Section is applicable to the Notes.

**Section 5.06. Continuing Disclosure**. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District

to comply with the Continuing Disclosure Certificate shall not be considered a default by the District hereunder or under the Notes; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Notes may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order. Neither the County nor any other entity other than the District shall have any obligation or incur any liability whatsoever with respect to the performance of the District's duties under this Section.

**Section 5.07. CDIAC Annual Reporting**. The District hereby covenants and agrees that it will comply with and the provisions of California Government Code Section 8855 subdivision (k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting does not constitute a default by the District hereunder or under the Notes.

**Section 5.08. Further Assurances**. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Notes of the rights and benefits provided in this Resolution.

## ARTICLE VI

## THE PAYING AGENT

**Section 6.01. Appointment of Paying Agent**. U.S. Bank Trust Company, National Association, is hereby appointed to act as Paying Agent for the Notes and, in such capacity, shall also act as registration agent and authentication agent for the Notes. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Notes, no implied covenants or obligations shall be read into this Resolution against the Paying Agent.

The District may remove the Paying Agent initially appointed, and any successor thereto, and with the written consent of the County Treasurer (which shall not unreasonably be withheld) may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least $100,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Note Owners of such resignation. Upon receiving notice of such resignation, with the written consent of the County Treasurer (which shall not unreasonably be withheld)

the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

**Section 6.02. Paying Agent May Hold Notes**. The Paying Agent may become the owner of any of the Notes in its own or any other capacity with the same rights it would have if it were not Paying Agent.

**Section 6.03. Liability of Paying Agent**. The recitals of facts, covenants and agreements herein and in the Notes contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Notes, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Paying Agent, the Paying Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer unless it is proved that the Paying Agent was negligent in ascertaining the pertinent facts.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

**Section 6.04. Notice to Paying Agent**. The Paying Agent may rely and is protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate. report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District or the County, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

**Section 6.05. Compensation; Indemnification**. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

## ARTICLE VII

## ADMINISTRATIVE PROVISIONS

**Section 7.01. Limited Liability of District**. Notwithstanding anything contained in this Resolution, the District is not required to advance any moneys derived from any source of income other than the General Obligation Bond proceeds, the proceeds of *ad valorem* property taxes levied to pay interest on the Notes, and other funds pledged hereunder for the payment of the Notes, or for the performance of any covenants herein contained. The District may, however, advance funds for any such purpose, provided that such funds are derived from a source legally available for such purpose and may be used by the District for such purpose without incurring indebtedness.

The Notes are special obligations of the District, payable exclusively from the sources and funds as provided in this Resolution. The General Fund of the District is not liable, and the credit of the District is not pledged, for the payment of the Notes. The Owners of the Notes shall never have the right to compel the forfeiture of any property of the District. The Notes shall not be a legal or equitable pledge, charge, lien or encumbrance upon any property of the District or upon any of its income, receipts or revenues except the General Obligation Bond proceeds and other funds pledged to the payment thereof as provided in this Resolution.

**Section 7.02. Benefits Limited to Parties**. Nothing in this Resolution, expressed or implied, is intended to give to any person other than the District, the Paying Agent and the Owners of the Notes, any right, remedy or claim under or by reason of this Resolution. Any covenants, stipulations, promises or agreements in this Resolution contained by and on behalf of the District are for the sole and exclusive benefit of the District, the Paying Agent and the Note Owners.

**Section 7.03. Discharge of Notes**. If the District pays and discharges any or all of the Outstanding Notes in any one or more of the following ways:

(a) by well and truly paying or causing to be paid the Maturity Value of the Notes, as and when the same become due and payable;

(b) by irrevocably depositing with the Paying Agent, in trust, at or before maturity, money which, together with the available amounts then on deposit in the funds and accounts established with the District under this Resolution, is fully sufficient to pay such Notes, including all principal and interest; or

(c) by irrevocably depositing with the Paying Agent or other escrow holder, in trust, Federal Securities in such amount as an Independent Accountant shall determine will, together with the interest to accrue thereon and available moneys then on deposit in the funds and accounts established with the District under this Resolution, be fully sufficient to pay and discharge the indebtedness on such Notes (including all principal and interest) at maturity;

then, notwithstanding that any of such Notes not have been surrendered for payment, the pledge of the General Obligation Bond proceeds and other funds provided for in this Resolution with respect to such Notes, and all other pecuniary obligations of the District under this Resolution with respect to all such Notes, shall cease and terminate, except only the obligation of the District to pay or cause to be paid to the Owners of such Notes not so surrendered and paid all sums due thereon from amounts set aside for such purpose as aforesaid.

**Section 7.04. Limited Duties of County; Indemnification**. The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Notes, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees). The County shall have no responsibility, and shall incur no liability, with respect to the adequacy, accuracy or fairness of the statements contained in any official statement prepared by the District relating to the Notes.

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder, except those which are due to its negligence or bad faith.

**Section 7.05. Execution of Documents by Note Owners**. Any request, consent or other instrument required by this Resolution to be signed and executed by Note Owners may be in any number of concurrent writings of substantially similar tenor and may be signed or executed by such Note Owners in person or by their agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, shall be sufficient for any purpose of this Resolution and shall be conclusive in favor of the District if made in the manner provided in this Section.

The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction, authorized by

the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument or writing acknowledged to him the execution thereof.

The ownership of Notes shall be proved by the Registration Books. Any request, consent or vote of the Owner of any Note shall bind every future Owner of the same Note and the Owner of any Note issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the District in pursuance of such request, consent or vote.

**Section 7.06. Waiver of Personal Liability**. No officer, agent or employee of the Board or of the District is individually or personally liable for the payment of the Notes; but nothing herein contained shall relieve any such officer, agent or employee from the performance of any official duty provided by law.

**Section 7.07. Professionals; Estimated Financing Costs**. The firm of CFW Advisory Services LLC, has previously been engaged to act as the District's municipal advisor, and the firm of Jones Hall LLP, has previously been engaged to act as the District's bond counsel and disclosure counsel. Such engagements are confirmed in connection with the Notes pursuant to existing agreements. The estimated costs of issuance associated with the bond sale are set forth on Appendix B hereto.

**Section 7.08. Partial Invalidity**. If any one or more of the covenants or agreements, or portions thereof, provided in this Resolution on the part of the District to be performed should be contrary to law, then such covenant or covenants, such agreement or agreements, or such portions thereof, shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of this Resolution or of the Notes; but the Note Owners shall retain all rights and benefits accorded to them under any applicable provisions of law. The District hereby declares that it would have entered into this Resolution and each and every other section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the Notes pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Resolution or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

**Section 7.09. Payment on Business Days**. Whenever in this Resolution any amount is required to be paid on a day which is not a business day, such payment shall be required to be made on the business day immediately following such day, provided that interest shall not accrue from and after such day.

**Section 7.10. Governing Law**. This Resolution shall be construed and governed in accordance with the laws of the State of California.

* * * * * * * *

I hereby certify that the foregoing Resolution No. 25-12 was passed and adopted by the Board of Trustees of the Oxnard School District at a regular meeting thereof duly held on January 14, 2026.

Adopted by the following votes:

AYES:

NOES:

ABSENT:

_____
President of the Board

_____
Secretary/Clerk of the Board

# APPENDIX A

**[FORM OF NOTE]**

**No. _____** *****$_____*****
**Maturity Value**

# OXNARD SCHOOL DISTRICT

**(Ventura County, California)**

## 2026 GENERAL OBLIGATION BOND ANTICIPATION NOTE

| ACCRETION RATE: | YIELD TO MATURITY: | MATURITY DATE: | ORIGINAL ISSUE DATE: | MATURITY VALUE |
|---|---|---|---|---|

**REGISTERED OWNER:**

**DENOMINATIONAL AMOUNT:**

**MATURITY VALUE**

The OXNARD SCHOOL DISTRICT, a school district organized and existing under the Constitution and laws of the State of California (the "District"), for value received, hereby promises to pay (but only out of the General Obligation Bond proceeds and other moneys and securities hereinafter referred to) to the Registered Owner identified above or registered assigns (the "Registered Owner"), on the Maturity Date identified above, the Maturity Value identified above in lawful money of the United States of America. The Accreted Value (as such term is defined in the within-mentioned Resolution) of this Note as of any date shall be determined in accordance with the Accreted Value Table set forth hereon, representing the principal sum of $_____ per $5,000 of Maturity Value together with interest thereon from the Issue Date stated above, compounded semiannually on February 1 and August 1 of each year, commencing _____ 1, 2025, on the basis of a 360-day year comprised of twelve 30-day months, at a rate equal to the Yield to Maturity per annum set forth above. The Maturity Value hereof is payable upon presentation and surrender of this Note at the corporate trust office of the paying agent for the Notes (the "Paying Agent"), initially being the Zions Bank, a division of ZB, N.A., in Los Angeles, California (the "Paying Agent").

This Note is one of a duly authorized issue of notes of the District designated the "Oxnard School District (Ventura County, California) 2026 General Obligation Bond Anticipation Notes" (the "Notes"), limited in principal amount to $_____, issued under and secured by a Resolution adopted by the Board of Trustees of the District on January 14, 2026, the form of capital appreciation notes. Reference is hereby made to the Resolution for a description of the rights thereunder of the owners of the Notes, of the nature and extent of the security for the Notes and of the rights and obligations of the District thereunder; and all of the terms of the Resolution are hereby incorporated herein and constitute a contract between the District and the Registered Owner hereof, and to all

of the provisions of which Resolution the Registered Owner hereof, by acceptance hereof, assents and agrees.

The Notes are authorized to be issued under the provisions of the Resolution and the Constitution and laws of the State of California. The Notes are special obligations of the District and, as and to the extent set forth in the Resolution, are payable solely from and secured by a first lien and pledge of the General Obligation Bond (as defined in the Resolution) proceeds and certain other moneys and securities held by the District all as particularly provided in the Resolution. All of the Notes are equally secured by a pledge of, and charge and lien upon, all of the General Obligation Bond proceeds and such other moneys and securities, and the General Obligation Bond proceeds and such other moneys and securities constitute a trust fund for the security and payment of the principal of and interest on the Notes. The full faith and credit of the District is not pledged for the payment of the principal of or interest on the Notes. The Notes are not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the District or any of its income or receipts, except the General Obligation Bond proceeds and such other moneys and securities as provided in the Resolution. The District may issue other obligations on a parity with the General Obligation Bond proceeds subject to the terms and conditions of the Resolution.

The Notes are not subject to redemption prior to maturity.

The Notes are issuable as fully registered Notes without coupons in denominations of $5,000 or any integral multiple thereof. Subject to the limitations and upon payment of the charges, if any, provided in the Resolution, Notes may be exchanged at the office of the Paying Agent for a like aggregate principal amount and maturity of Notes of other authorized denominations.

This Note is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the trust office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Note. Upon such transfer a new Note or Notes, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor. The District and the Paying Agent may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the District and the Paying Agent shall not be affected by any notice to the contrary.

The principal of and interest on the Notes do not constitute a debt of the County of Ventura (the "County"), the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof, and neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof shall be liable thereon. In no event shall the principal of and interest on Notes be payable out of any funds or properties of the District other than the proceeds of the General Obligation Bonds issued for such purpose, from the proceeds of *ad valorem* property taxes levied to pay interest on the Notes, and from amounts held in the funds and accounts established under the Resolution.

The Resolution and the rights and obligations of the District and of the owners of the Notes may be modified or amended from time to time and at any time in the manner, to the extent, and upon the terms provided in the Resolution.

Unless this Note is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any Note issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Note.

It is hereby certified that all things, conditions and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California, and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

This Note shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication hereon has been manually signed by the Paying Agent.

IN WITNESS WHEREOF, the District has caused this Note to be executed in its name and on its behalf by the manual or facsimile signatures of its President and Secretary of the Board of Trustees of the District, all as of the Original Issue Date identified above.

**OXNARD SCHOOL DISTRICT**

By _____
President of the Board of Trustees

Attest:

By _____
Secretary of the Board of Trustees

## FORM OF CERTIFICATE OF AUTHENTICATION

This is one of the Oxnard School District (Ventura County, California) 2026 General Obligation Bond Anticipation Notes described in the within-mentioned Resolution.

Authentication Date: _____

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,** *as Paying Agent*

_____
Authorized Signatory

## FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____
(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Note and do(es) hereby irrevocably constitute and appoint _____ _____, attorney, to transfer the same on the registration books of the Note Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____
Note: Signature(s) must be guaranteed by a an eligible guarantor institution.

_____
Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

## TABLE OF ACCRETED VALUES

--to come—

# APPENDIX B

## REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. True Interest Cost of the Notes (Estimated): 3.2%.

2. Finance charge of the Notes, being the sum of all fees and charges paid to third parties, in the total amount of approximately $398,691 which includes costs of issuing the Notes and estimated underwriter's compensation. Bond insurance if obtained to reduce interest cost will be an additional fee.

3. Proceeds of the Notes expected to be received by the District, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Notes (Estimated): $35,978,698.

4. Total Payment Amount for the Notes, being the sum of all debt service to be paid on the Notes to final maturity (Estimated): $42,490,000.

---

**All amounts and percentages are estimates, and are made in good faith by the District based on information available as of the date of adoption of this Resolution. Estimates include certain assumptions regarding tax-exempt rates available in the financial markets at the time of pricing the Notes. Estimates assume a principal amount of $36,000,000.*

**$_____**
**OXNARD SCHOOL DISTRICT**
**(Ventura County, California)**
**2026 General Obligation Bond Anticipation Notes**

# NOTE PURCHASE AGREEMENT

_____, 2026

Board of Trustees
Oxnard School District
1051 South "A" Street
Oxnard, California 93030

Ladies and Gentlemen:

Robert W. Baird & Co. Incorporated, as underwriter (the "Underwriter"), acting on its own behalf and not as fiduciary or agent for the hereinafter defined District, offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the Oxnard School District (the "District"), which, upon acceptance hereof by the District, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Agreement by the District and delivery of such acceptance to the Underwriter at its office prior to 11:59 p.m., California Time, on the date hereof.

1. **Purchase and Sale of the Notes.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the above-captioned notes (the "Notes"). The Underwriter shall purchase the Notes at a price of $_____ (representing the principal amount of the Notes of $_____, plus original issue premium of $_____, less Underwriter's discount of $_____).

The District acknowledges and agrees that: (i) the primary role of the Underwriter is to purchase securities for resale to investors in an arms-length commercial transaction between the District and the Underwriter and that the Underwriter has financial and other interests that differ from those of the District, (ii) the Underwriter is acting as a principal and not acting as a municipal advisor, financial advisor or fiduciary to the District or any other person or entity and has not assumed any advisory or fiduciary responsibility to the District with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter or any affiliate of the Underwriter has provided other services or is currently providing other services to the District on other matters), (iii) the only obligations the Underwriter has to the District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, and (iv) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein.

The District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB.

The District acknowledges that it has engaged CFW Advisory Services LLC as its municipal advisor (as defined in Securities and Exchange Commission Rule 15Ba1).

2. **The Notes**. The Notes are issued under the provisions of a resolution adopted by the Board of Trustees of the District on January 14, 2026 (the "Note Resolution") and applicable provisions of the California Education Code defined more particularly as the "Authorizing Law" in the Note Resolution (the "Authorizing Law"), all for the purpose of financing educational projects as more particularly described in the Note Resolution and the Preliminary Official Statement (as defined herein).

The Notes shall be dated as of the Closing Date (defined below). The applicable interest rates and maturity dates are all set forth more particularly on Appendix A hereto, which is incorporated herein by this reference.

The Notes shall be executed and delivered under and in accordance with the provisions of this Purchase Agreement and the Note Resolution. The Notes shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered form initially, registered in the name of Cede & Co., as nominee of the Depository Trust Company ("DTC").

The Notes are secured as described in the Note Resolution, being by the proceeds of a series of future General Obligation Bonds and certain levies and collections of voter approved *ad valorem* taxes on all taxable property within the District, unlimited as to rate or amount.

3. **No Redemption**. The Notes are not subject to redemption prior to maturity.

4. **Use of Documents**. The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Notes, this Purchase Agreement, a Preliminary Official Statement and an Official Statement (both as defined below), the Note Resolution, the Continuing Disclosure Certificate (as defined below), and all information contained herein and therein and all of the documents, certificates, or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

5. **Public Offering of the Notes**. The Underwriter agrees to make a bona fide public offering of the Notes initially at the public offering prices (or yields) set forth in Appendix A. Subsequent to the initial public offering the Underwriter shall offer the Notes in accordance with the requirements of Section 11. The Notes may be offered and sold to certain dealers at prices lower than such initial public offering prices.

6. **Review of Official Statement**. The Underwriter hereby represents that it has received and reviewed a Preliminary Official Statement with respect to the Notes, dated _____, 2026 (the "Preliminary Official Statement"). The District represents that the Preliminary Official Statement was "deemed final" as of the date thereof, for purposes of SEC Rule 15c2-12 (the "Rule 15c2-12"), except for either revisions or additions to the offering price(s), interest rate(s), yield(s), Underwriter's discount, aggregate principal amount, principal amount per maturity, delivery date, rating(s), redemption provisions and other terms of the Notes which depend upon the foregoing as provided in and pursuant to Rule 15c2-12. The District hereby ratifies, confirms and approves of the use and distribution by the Underwriter prior to the date hereof of the Preliminary Official Statement. The District does not object to distribution of the Preliminary Official Statement in electronic form.

The Underwriter agrees that prior to the time the final Official Statement (as defined in Section 10(b)) relating to the Notes is available, the Underwriter will send to any potential purchaser of the Notes, upon the request of such potential purchaser, a copy of the most recent

Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received. The District does not object to distribution of the final Official Statement in electronic form.

7. **Closing**. At 9:00 a.m., California Time, on _____, 2026 or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (such payment and delivery herein called the "Closing," and the date thereof the "Closing Date"), the District will deliver to the Underwriter, through the facilities of DTC utilizing DTC's FAST delivery system, or at such other place as the District and the Underwriter may mutually agree upon, the Notes in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Jones Hall, A Professional Law Corporation, in San Francisco, California ("Bond Counsel"), the other documents hereinafter mentioned, and the Underwriter will accept such delivery and pay the purchase price thereof set forth in Section 1 in immediately available funds by check, draft or wire transfer to or upon the order of the District.

8. **Representations, Warranties and Agreements of the District**. The District hereby represents, warrants and agrees with the Underwriter that:

(a) Due Organization. The District is, and will be on the Closing Date, a school district duly organized and validly existing under the laws of the State of California, with the power to issue the Notes pursuant to the Authorizing Law, to adopt the Note Resolution and to enter into this Purchase Agreement and the Continuing Disclosure Certificate (as defined in paragraph (i) below).

(b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Notes; (ii) the District has full legal right, power and authority to enter into this Purchase Agreement and the Continuing Disclosure Certificate, to adopt the Note Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Purchase Agreement, the Continuing Disclosure Certificate and the Note Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Notes, the Note Resolution, the Continuing Disclosure Certificate and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Agreement and the Continuing Disclosure Certificate constitute valid and legally binding obligations of the District; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement, the Note Resolution and the Official Statement.

(c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Notes or the consummation of the other transactions effected or contemplated herein or hereby. The District gives no representation or warranty with regard to compliance with Blue Sky or similar securities requirements.

(d) Internal Revenue Code. The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Notes, and the District shall not knowingly take or omit to take any action that, under existing law, may

adversely affect the exclusion from gross income for federal income tax purposes on the Notes, or the exemption from any applicable State tax of the interest on the Notes.

(e) No Conflicts; No Default. To the best knowledge of the District, the issuance of the Notes, and the execution, delivery and performance of this Purchase Agreement, the Note Resolution, the Continuing Disclosure Certificate and the Notes, and the compliance with the provisions hereof and thereof, do not conflict with or constitute on the part of the District a violation of or material default under the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject. The District is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District is or any of its property or assets are otherwise subject, in any material respect, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the District under any of the foregoing; and the execution and delivery of the Notes, this Purchase Agreement and the Continuing Disclosure Agreement and the adoption of the Note Resolution and compliance with the provisions on the District's part contained herein and therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District is or to which any of its property or assets are otherwise subject nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District to be pledged to secure the Notes or under the terms of any such law, regulation or instrument, except as provided by the Notes and the Note Resolution.

(f) Litigation. As of the time of acceptance hereof no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the title of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of the Notes, the application of the proceeds of the sale of the Notes (other than as described in the Preliminary Official Statement and Official Statement), or the collection or the levy of any taxes contemplated by the Note Resolution and available to pay debt service on the Notes or in any way contesting or affecting the validity or enforceability of the Notes, this Purchase Agreement, the Continuing Disclosure Certificate or the Note Resolution or contesting the powers of the District or the Note Resolution or this Purchase Agreement or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation

of the transactions contemplated by this Purchase Agreement or the Note Resolution, (b) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Notes from gross income for federal income tax purposes and the exemption of interest paid on the Notes from California personal income taxation.

(g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, the District will not have issued any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(h) Certificates. Except as specifically provided, any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(i) Continuing Disclosure. The District shall undertake, pursuant to the Note Resolution, the Continuing Disclosure Certificate with respect to the Notes in substantially the form attached as Appendix E of the Preliminary Official Statement (the "Continuing Disclosure Certificate") and Rule 15c2-12, to provide certain annual financial information and notices of the occurrence of certain events described therein. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. Based on a review of its previous undertakings, except as disclosed in the Preliminary Official Statement and the final Official Statement, the District has not, in the previous five years failed to comply in all material respects with its prior undertakings pursuant to Rule 15c2-12.

(j) Preliminary Official Statement and Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the date hereof and on the Closing Date, the final Official Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the final Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein. If the Official Statement is supplemented or amended pursuant to paragraph (c) of Section 10 of this Purchase Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.

(k) Financial Information. The financial statements of, and other financial information regarding the District contained in the Official Statement fairly present the financial position of the District as of the dates and for the periods therein set forth, (i) the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied, (ii) the unaudited financial statements (if any) have been prepared on a basis substantially consistent with the audited financial statements included in the Official Statement and reflect all adjustments necessary to that affect, and (iii) the other financial information has been determined on a basis substantially consistent with that of the District's audited financial statements included in the Official Statement. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the District.

(l) No Financial Advisory Relationship. The District has had no financial advisory relationship with the Underwriter with respect to the Notes, nor with any investment firm controlling, controlled by or under common control with the Underwriter.

(m) Underwriter Not Fiduciary. Inasmuch as this purchase and sale represents a negotiated transaction, the District understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the District, but rather is acting solely in its capacity as Underwriter, for its own account.

(n) Levy of Tax. The District hereby agrees to take any and all actions as may be required by Ventura County (the "County") or otherwise necessary in order to arrange for the levy and collection of *ad valorem* taxes and payment of interest on the Notes. In particular, the District hereby agrees to provide to the Treasurer-Tax Collector for Ventura County, which is the county with jurisdiction over the District, a copy of the Note Resolution, a copy of Appendix A hereto, and the full debt service schedule for the Notes.

9. **Underwriter Representations, Warranties and Agreements**. The Underwriter represents, warrants to and agrees with the District that, as of the date hereof and as of the Closing Date:

(a) The execution and delivery hereof and the consummation of the transactions contemplated hereby does not and will not violate any of the prohibitions set forth in Rule G-37 promulgated by the MSRB;

(b) All reports required to be submitted to the MSRB pursuant to Rule G-37 with respect to the transaction contemplated hereby have been or will be submitted to the MSRB; and

(c) The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm, or person (including, but not limited to the District's financial advisor, or any officer, agent or employee thereof), other than a bona fide officer, agent or employee working for Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

10. **Covenants of the District**. The District covenants and agrees with the Underwriter that:

(a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with, and at the expense of, the Underwriter if and as the Underwriter may reasonably request in order to qualify the Notes for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof;

(b) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being called the "Official Statement") in such reasonable quantities as may be requested by the Underwriter not later than five business days following the date this Purchase Agreement is signed, in order to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and with the rules of the MSRB. The District hereby authorizes the Underwriter to use and distribute the Official Statements in connection with the offering and sale of the Notes;

(c) Subsequent Events; Amendments to Official Statement. If, between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Notes (determined pursuant to Section 17), an event occurs which would cause the information contained in a final Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the District will notify the Underwriter, and, if in the opinion of the District or the Underwriter, such event requires the preparation and publication of a supplement or amendment to said Official Statement, the District will forthwith prepare and furnish to the Underwriter (at the expense of the District) a reasonable number of copies of an amendment of or supplement to said Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement said Official Statement so that they will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time said Official Statement is delivered to prospective purchasers, not misleading. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to said Official Statement. For the purposes of this subsection, between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Notes, the District will furnish such information with respect to itself as the Underwriter may from time to time reasonably request;

(d) Application of Proceeds. The District will apply the proceeds from the sale of the Notes for the purposes specified in the Note Resolution and as described in the Official Statement.

(e) Filings. The District authorizes the Underwriter to file, to the extent required by the applicable rules promulgated by the SEC or the MSRB, and the Underwriter agrees to file or cause to be filed, the Official Statement with (i) the MSRB or its designee (including the MSRB's Electronic Municipal Market Access system); or (ii) other repositories approved from time to time by the SEC (either in addition to or in lieu of the filing referred to above). If an amended Official Statement is prepared in accordance with Section 10(c) of this Purchase Agreement during the "Primary Offering Disclosure Period" (as defined herein), and if required by an applicable SEC Rule or MSRB rule, the Underwriter also shall make the required filings of the amended Official Statement. The "Primary Offering Disclosure Period" is used as defined in MSRB Rule G-32 and shall end on the twenty-fifth day after the Closing Date.

11. **Establishment of Issue Price**.

(a) Actions to Establish Price. The Underwriter agrees to assist the District in establishing the issue price of the Notes and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Notes. As applicable, all actions to be taken by the District under this section to establish the issue price of the Notes may be taken on behalf of the District by the District's municipal advisor and any notice or report to be provided to the District may be provided to the District's municipal advisor.

(b) 10% Test. Except for the maturities (if any) identified in Appendix A for which the Hold-The-Offering-Price Rule described in (c) below shall apply, the District will treat the first price at which 10% of each maturity of the Notes (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Notes, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined herein) has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Notes of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the District or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Notes.

(c) Hold-The-Offering-Price Rule. The Underwriter confirms that it has offered the Notes to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Appendix A, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Notes for which the 10% test has not been satisfied and for which the District and the Underwriter agrees that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Notes, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the District promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public.

(d) Selling Group or Third-Party Distribution Agreements. The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Notes of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Notes to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Notes to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Notes of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

The District acknowledges that, in making the representations set forth in this Section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Notes to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Notes to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, as set forth in the third-party distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes.

(e) Sales to the Public; Definitions. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Notes to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Notes to the public (including a member of a selling group or a party to a third-party

distribution agreement participating in the initial sale of the Notes to the public),

(iii) a purchaser of any of the Notes is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Agreement by all parties.

12. **Conditions to Closing**. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the District contained herein and the performance by the District, of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Purchase Agreement are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

(a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Agreement;

(b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Agreement, the Continuing Disclosure Certificate and the Note Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by us; (ii) all actions under the Authorizing Law which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Note Resolution, this Purchase Agreement, the Continuing Disclosure Certificate or the Official Statement to be performed at or prior to the Closing;

(c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened which has any of the effects described in Section 8(f) hereof or contesting in any way the completeness or accuracy of the Official Statement;

(d) Marketability. The market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Notes, at the initial offering price, shall not have been materially adversely affected, in the judgment of the Underwriter, by reason of any of the following:

(1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States (by press release, other form of notice or otherwise), or of the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the State legislature or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States or of the State or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) press release, official statement or other form of notice issued or made:

(i) by or on behalf of the United States Treasury Department or by or on behalf of the Internal Revenue Service or other governmental agency, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation or State income taxation of the interest received by the owners of the Notes; or

(ii) by or on behalf of the SEC, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Notes, or obligations of the general character of the Notes, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended or that the issuance, offering or sale of obligations of the general character of the Notes, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws as amended and then in effect;

(2) legislation enacted by the State legislature or a decision rendered by a Court of the State, or a ruling, order, or regulation (final or temporary) made by State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the general character of the Notes in the hands of the holders thereof;

(3) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis;

(4) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices on any national security exchange, whether by virtue of a determination of that exchange or by order of the SEC or any other governmental authority having

jurisdiction or a material disruption in securities settlement, payment or clearance services affecting the Notes shall have occurred;

(5) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Notes, or obligations of the general character of the Notes, or securities generally, or the material increase of any such restrictions now in force including those relating to the extension of credit by or the charge to the net capital requirements of underwriters;

(6) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the SEC, or any other governmental agency issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Notes, or the issuance, offering or sale of the Notes, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(7) a decision by a court of the United States of America shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Notes as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Notes is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the Trust Indenture Act of 1939, as amended;

(8) the withdrawal, suspension or downgrading or negative change in credit status, or notice of potential withdrawal, suspension or downgrading or negative change in credit status, of any underlying rating of the District's outstanding indebtedness by a national rating agency.

(9) any event occurring, or information becoming known which makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(10) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;

(11) any state Blue Sky or securities commission, or other governmental agency or body, shall have withheld registration, exemption or clearance of the offering of the Notes as described herein, or issued a stop order or similar ruling relating thereto;

(12) any amendment shall have been made to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the District, its property, income securities (or interest thereon) or the validity or enforceability of the levy of taxes to pay principal of and interest on the Notes;

(13) any proceeding shall have been commenced or be threatened in writing by the SEC against the District;

(14) the occurrence, since the date hereof, of any materially adverse change in the affairs or financial condition of the District;

(15) the purchase of and payment for the Notes by the Underwriter, or the resale of the Notes by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or

(16) other disruptive events, occurrences or conditions in the securities or debt markets.

(e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive copies of the following documents, in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:

(1) Bond Opinion and Reliance Letters An approving opinion of Bond Counsel, as to the validity of the Notes and the tax-exempt status of the Notes, dated the date of the Closing, addressed to the District and in substantially the form attached as Appendix C to the Official Statement, and one or more reliance letters from Bond Counsel, addressed to the Underwriter, to the effect that the Underwriter may rely upon such approving opinion;

(2) Supplemental Opinion. A supplemental opinion or opinions of Bond Counsel in form and substance satisfactory to the Underwriter, dated the Closing Date and addressed to the District and the Underwriter, to the effect that:

(i) the description of the Notes and the security for the Notes and statements in the Official Statements on the cover page thereof and under the captions “INTRODUCTION,” “THE NOTES”, “SECURITY FOR THE NOTES”, “TAX MATTERS” and “CONTINUING DISCLOSURE” to the extent they purport to summarize certain provisions of the Note Resolution, the Continuing Disclosure Certificate, California law or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, or information relating to DTC or its book-entry only system included therein;

(ii) assuming due authorization, execution and delivery by the parties to this Purchase Agreement other than the District, this Purchase Agreement, and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the respective parties thereto and constitute legal, valid and binding agreements of the District and are enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought; and

(iii) the Notes are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Note Resolution is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.

(3) Disclosure Counsel Letter. A letter of Jones Hall, A Professional Law Corporation, Disclosure Counsel, dated the Closing Date and addressed to the District and the Underwriter, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement and the final Official Statement, but on the basis of their participation in conferences with representatives of the District, the Underwriter and others, and their examination of certain documents, nothing has come to their attention which has led them to believe that the Preliminary Official Statement as of its date, and the final Official Statement as of its date and as of the Closing Date, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial or statistical data, or information concerning DTC and the book-entry only system contained in the Preliminary Official Statement or the final Official Statement);

(4) Certificates of the District. A certificate or certificates signed by an appropriate official of the District to the effect that (i) such official is authorized to execute this Purchase Agreement, the Continuing Disclosure Certificate and the approval of the Official Statement (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Note Resolution, the Continuing Disclosure Certificate and this Purchase Agreement to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such official has reviewed the Preliminary Official Statement and the final Official Statement and on such basis certifies that the Preliminary Official Statement did not as of its date, and the final Official Statement do not as of its date and as of the Closing Date, contain any untrue statement of a material fact, nor omit to state to state a material fact required to

be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (v) the Notes being delivered on the date of the Closing to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the Note Resolution, (vi) no event concerning the District has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement thereto, but should have been disclosed in order to make statements in the Official Statement in light of the circumstances under which they were made not misleading and (vii) no further consent is required for inclusion of the audited financial statements of the District for fiscal year 20___-___ in the Preliminary Official Statement and the Official Statement;

(5) Arbitrage. A non-arbitrage certificate of the District with respect to the Notes, as appropriate, in form satisfactory to Bond Counsel;

(6) Note Resolution. A fully executed copy of the Note Resolution, with certifications on both to the effect that:

(i) such copy is true and correct; and

(ii) such resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;

(7) Official Statement. Certificates of the appropriate officials of the District evidencing their determinations respecting the Preliminary Official Statement in accordance with the Rule;

(8) Continuing Disclosure Certificate. The Continuing Disclosure Certificate, duly executed by the District;

(9) Paying Agent Certificate. A written certificate of U.S. Bank Trust Company, National Association, as paying agent (the "Paying Agent"), executed by a duly authorized representative of the Paying Agent, dated the date of the Closing, to the effect that the Paying Agent is validly existing under the laws of the State, and has full power to enter into, accept and perform its duties under the Note Resolution, together with a paying agent agreement entered into between the District and the Paying Agent;

(10) Underwriter's Counsel Opinion. An opinion of counsel to the Underwriter ("Underwriter's Counsel"), dated the Closing Date and addressed to the Underwriter, in form and substance acceptable to the Underwriter;

(11) Rating. Evidence that the Notes have been assigned the rating set forth on the cover page of the Official Statement, and that such rating has not been withdrawn or downgraded;

(12) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may

reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, (iii) the truth and accuracy, as of the time of Closing, of the Official Statement and (iv) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(f) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Notes shall not have been delivered by the District to the Underwriter prior to the close of business, California Time, on the Closing Date, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

13. **Conditions to Obligations of the District**. The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of the opinions and certificates being delivered at the Closing by persons and entities other than the District.

14. **Costs and Expenses**. The District shall pay or cause to be paid the expenses incident to the performance of the obligations of the District hereunder from bond proceeds, which shall be deposited with a costs of issuance custodian identified by the District to the Underwriter, including but not limited to (a) the costs of the preparation and printing, or other reproduction (for distribution on or prior to the date hereof) of all documentation relating to the issuance of the Notes and the cost of preparing, printing, issuing and delivering the definitive Bonds, (b) the fees and disbursements of any legal counsel, accountants, financial advisors, rating agencies, paying agents, or other experts or consultants retained by the District, including Bond Counsel and Disclosure Counsel, (c) fees of Underwriter's Counsel, and (d) the cost of printing of the Preliminary Official Statement and any supplements and amendments thereto and the cost of printing of the Official Statement, including the requisite number of copies thereof for distribution by the Underwriter. In the event that the District's expenses incident to the issuance of the Notes exceed proceeds available for such purpose, the District shall pay such amount from any other lawfully available source.

As an accommodation to the District, on the Closing Date, the Underwriter will wire $_____ of the purchase prices of the Notes, directly to a costs of issuance custodian identified by the District.

The Underwriter shall pay, and the District shall be under no obligation to pay, all expenses incurred by it in connection with the public offering and distribution of the Notes, including but not limited to the CUSIP Bureau fees and California Debt Advisory and Investment Commission fees.

The District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Notes.

15. **Notices**. Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Superintendent (or Superintendent's designee), at the address set forth on page 1 hereof, or if to the Underwriter as follows:

Robert W. Baird & Co. Incorporated
2029 Century Park E., Suite 400
Los Angeles, CA 90067
Attention: Mr. John R. Baracy

16. **Parties in Interest; Survival of Representations and Warranties**. This Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement among the District and the Underwriter. This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Notes hereunder, and (c) any termination of this Purchase Agreement.

17. **Determination of End of the Underwriting Period**. For purposes of this Purchase Agreement, the "end of the underwriting period" for the Notes is used as defined in Rule 15c2-12 and shall occur on the later of (a) the day of the Closing, or (b) when the Underwriter no longer retains an unsold balance of the Notes. Unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the District, the District may assume that the "end of the underwriting period" is the Closing Date.

18. **Severability**. In the event any provision of this Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

19. **Nonassignment**. Notwithstanding anything stated to the contrary herein, neither party hereto may assign or transfer its interest herein, or delegate or transfer any of its obligations hereunder, without the prior written consent of the other party hereto.

20. **Entire Agreement**. This Purchase Agreement, when executed by the parties hereto, shall constitute the entire agreement of the parties hereto (including their permitted successors and assigns, respectively).

21. **Applicable Law**. This Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

22. **Execution in Counterparts**. This Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

Very truly yours,

**ROBERT W. BAIRD & CO. INCORPORATED, as Underwriter**

By: _____
Title: Managing Director

The foregoing is hereby agreed to and accepted as of the date first above written:

**OXNARD SCHOOL DISTRICT**

By: _____
Assistant Superintendent,
Business & Fiscal Services

Date of Execution: _____, 2026
Time of Execution: _____ p.m. California time

*SIGNATURE PAGE OF BOND PURCHASE AGREEMENT*

# APPENDIX A

## Maturity Schedule

| Maturity Date | Principal Amount | Interest Rate | Yield | Price | Applicable Issue Price Rule |
|---|---|---|---|---|---|

# APPENDIX B

## FORM OF ISSUE PRICE CERTIFICATE

**$_____**
**OXNARD SCHOOL DISTRICT**
**(Ventura County, California)**
**2026 General Obligation Bond Anticipation Notes**

**ISSUE PRICE CERTIFICATE**

The undersigned, on behalf of Robert W. Baird & Co. Incorporated ("Baird"), hereby certifies based upon information available to it as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Notes").

1. ***Sale of the Notes***. As of the date of this certificate, for each Maturity of the Notes, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms***.

(a) ***Issuer*** means Oxnard School District.

(b) ***Maturity*** means Notes with the same credit and payment terms. Notes with different maturity dates, or Notes with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) ***Underwriter*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Baird's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificates of Arbitrage and with respect to compliance with the federal income tax rules affecting the Notes, and by Jones Hall, A Professional Law Corporation in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G and other federal income tax advice that it may give to the Issuer from time to time relating to the Notes. Notwithstanding anything set forth herein, Baird is not engaged in the practice of law. Accordingly, Baird makes no representation as to the legal sufficiency of the factual matters set forth herein. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose. The certifications contained herein are not necessarily based on personal knowledge, but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein.

Dated: _____, 2026

**ROBERT W. BAIRD & CO. INCORPORATED, as Underwriter**

By: _____
Managing Director

## SCHEDULE A

## SALE PRICES OF THE NOTES

| Maturity Date | Principal Amount | Interest Rate | Yield | Price | Applicable Issue Price Rule |
|---|---|---|---|---|---|

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

# PRELIMINARY OFFICIAL STATEMENT DATED JANUARY ___, 2026

**NEW ISSUE -- FULL BOOK-ENTRY** **RATING: S&P: "__"**
**See "RATING" herein.**

*In the opinion of Jones Hall LLP, San Mateo, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Notes is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS" herein.*

## $36,000,000*
## OXNARD SCHOOL DISTRICT
### (Ventura County, California)
## 2026 General Obligation Bond Anticipation Notes

**Dated: Date of Delivery** **Due: February 1, 2031**

***Issuance***. The Oxnard School District 2026 General Obligation Bond Anticipation Notes (the "Notes") are being issued by the Oxnard School District (the "District") pursuant to certain provisions of the California Education Code including particularly Education Code Section 15150 (the "Authorizing Law") and a resolution adopted by its Board of Trustees on January 14, 2026 (the "District Resolution"). The Notes are being issued for the purpose of financing the acquisition and construction of educational facilities and projects which were described in ballot measures approved by the qualified electors of the District authorizing the issuance of general obligation bonds all as described more particularly herein (the "General Obligation Bonds"). The Notes are being issued in anticipation of the issuance of a series of General Obligation Bonds. See "THE NOTES – Authority for Issuance" and " – Purpose of Issue."

***Security***. The Accreted Value (defined herein) of the Notes is payable from the proceeds of General Obligation Bonds issued for that purpose, from the proceeds of an additional issue of renewal notes as provided in the Authorizing Law, and from amounts held in the funds and accounts established under the District Resolution. See "SECURITY FOR THE NOTES" herein. See also "CERTAIN RISK FACTORS."

***Covenant to Issue General Obligation Bonds.*** The Notes are secured by a pledge of the proceeds of the General Obligation Bonds. Pursuant to the District Resolution, the District has covenanted to issue and sell the General Obligation Bonds, an additional series of renewal notes as provided in the Authorizing Law, or other obligations, in a principal amount sufficient to pay the full Accreted Value of the Notes coming due and payable at maturity. See "SECURITY FOR THE NOTES – Covenant to Issue General Obligation Bonds or Other Obligations" herein.

***Book-Entry Only***. The Notes will be issued in book-entry form only and will be initially issued and registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"). DTC will act as securities depository of the Notes. Individual purchases of the Notes will be made in book-entry form only. Purchasers will not receive physical delivery of the Notes purchased by them. Payments of the Accreted Value on the Notes will be made by U.S. Bank Trust Company, National Association, as the designated paying agent, registrar and transfer agent (the "Paying Agent"), to DTC for subsequent disbursement through DTC participants to the beneficial owners of the Notes. See "APPENDIX G - DTC and the Book-Entry System" herein.

***Payments***. The Notes are dated the date of delivery of the Notes and accrete interest from such date, compounded semiannually on February 1 and August 1 of each year, commencing August 1, 2026, which accreted interest is payable solely at maturity. The Notes will be issued in denominations of $5,000 Maturity Value (defined herein) or any integral multiple thereof. The Maturity Value of the Notes shall be payable solely at maturity upon presentation and surrender thereof at the Office of the Paying Agent.

***No Early Redemption***. The Notes are not subject to redemption prior to maturity. See "THE NOTES – No Early Redemption".

**MATURITY SCHEDULE***
**Base CUSIP†: 692020**

| Maturity | Denominational Amount | Accretion Rate | Accreted Amount at Maturity | Yield To Maturity | CUSIP† |
|---|---|---|---|---|---|
| 02/01/2031 | | | | | |

This cover page contains certain information for reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

*The Notes will be offered when, as and if issued and accepted by the Underwriter, subject to the approval as to their legality by Jones Hall LLP, San Mateo, California, Note Counsel. Certain legal matters also will be passed upon for the District by Jones Hall LLP, San Mateo, California, as Disclosure Counsel. Norton Rose Fulbright LLP, Los Angeles, California is serving as Underwriter's Counsel. It is anticipated that the Notes in definitive form will be available for delivery to Cede & Co., as nominee of The Depository Trust Company, on or about _____ __, 2026*.*




The date of this Official Statement is _____ ___, 2026.

** Preliminary, subject to change.*

*† CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services ("CGS"), managed on behalf of the American Bankers Association by FactSet Research Systems Inc. © 2026 CUSIP Global Services. All rights reserved. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience only. Neither the District nor the Underwriter takes any responsibility for the accuracy of the CUSIP data.*

## GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

***Use of Official Statement***. This Official Statement is submitted in connection with the sale of the Notes referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract between any Note owner and the District or the Underwriter.

***No Offering Except by This Official Statement***. No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representation must not be relied upon as having been authorized by the District or the Underwriter.

***No Unlawful Offers or Solicitations***. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sale of the Notes by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

***Information in Official Statement***. The information set forth in this Official Statement has been furnished by the District and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness.

***Estimates and Forecasts.*** When used in this Official Statement and in any continuing disclosure by the District in any press release and in any oral statement made with the approval of an authorized officer of the District or any other entity described or referenced herein, the words or phrases "will likely result," "are expected to", "will continue", "is anticipated", "estimate", "project," "forecast", "expect", "intend" and similar expressions identify "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the District or any other entity described or referenced herein since the date hereof.

***Involvement of Underwriter***. The Underwriter has provided the following statement for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

***Stabilization of and Changes to Offering Prices***. The Underwriter may overallot or take other steps that stabilize or maintain the market prices of the Notes at levels above those that might otherwise prevail in the open market. If commenced, the Underwriter may discontinue such market stabilization at any time. The Underwriter may offer and sell the Notes to certain securities dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated on the cover page of this Official Statement, and those public offering prices may be changed from time to time by the Underwriter.

***Document Summaries***. All summaries of the District Resolution or other documents referred to in this Official Statement are made subject to the provisions of such documents and qualified in their entirety to reference to such documents, and do not purport to be complete statements of any or all of such provisions.

***No Securities Laws Registration***. The Notes have not been registered under the Securities Act of 1933, as amended, in reliance upon exceptions therein for the issuance and sale of municipal securities. The Notes have not been registered or qualified under the securities laws of any state.

***Effective Date***. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Notes will, under any circumstances, give rise to any implication that there has been no change in the affairs of the District, the County, the other parties described in this Official Statement, or the condition of the property within the District since the date of this Official Statement.

***Website***. The District maintains a website and other social media sites and accounts. However, the information presented on the website or on social media is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Notes.

# OXNARD SCHOOL DISTRICT
## VENTURA COUNTY, CALIFORNIA

### DISTRICT BOARD OF TRUSTEES

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

### DISTRICT ADMINISTRATION

Dr. Ana DeGenna, *Superintendent*
Kristen Pifko, *Assistant Superintendent, Business & Fiscal Services*

### MUNICIPAL ADVISOR

CFW Advisory Services, LLC
*Alameda, California*

### BOND COUNSEL and DISCLOSURE COUNSEL

Jones Hall LLP
*San Mateo, California*

### UNDERWRITER'S COUNSEL

Norton Rose Fulbright LLP
*Los Angeles, California*

### PAYING AGENT, TRANSFER AGENT, AND NOTE REGISTRAR

U.S. Bank Trust Company, National Association
*Los Angeles, California*

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# OFFICIAL STATEMENT

## $36,000,000*
## OXNARD SCHOOL DISTRICT
**(Ventura County, California)**
## 2026 General Obligation Bond Anticipation Notes

*This Official Statement, which includes the cover page, inside cover page and appendices hereto, provides information in connection with the sale and delivery by the Oxnard School District (the "**District**") of the Oxnard School District (Ventura County, California) 2026 General Obligation Bond Anticipation Notes, in the original Denominational Amount (as defined herein) of $36,000,000* (the "**Notes**").*

## INTRODUCTION

*This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Notes to potential investors is made only by means of the entire Official Statement.*

***The District***. The District consists of an area of 28 square miles located in the southeastern portion of the County of Ventura (the **"County**"). It was established in 1873 and provides transitional kindergarten through eighth grade educational services to the residents of the City of Oxnard and a portion of the City of Port Hueneme. The District has one preschool, ten TK-5 elementary schools, four TK-8 schools, three K-8 schools, three 6-8 middle schools, and one special education annex. Enrollment for fiscal year 2025-26 is approximately 12,487 students. The District's 2025-26 total assessed valuation is over $18.1 billion. For more information regarding the District and its finances, see "THE DISTRICT" herein. See also Appendix B hereto for demographic and other information regarding the City and the County.

***Authority and Purpose of Issue; Financing Plan***. The Notes will be issued pursuant to California Education Code Section 15150 (the "**Authorizing Law**") and pursuant to a resolution adopted by the Board of Trustees of the District on January 14, 2026 (the "**District Resolution**"). The Notes are issued for the purpose of providing interim financing for projects authorized by District voters voting on general obligation bond measures known as "Measure D" and "Measure I" (the **"General Obligation Bonds"**), at elections held on the District on November 8, 2016 and November 8, 2022, respectively (the **"Bond Elections"**). See "THE NOTES" and "SOURCES AND USES OF FUNDS" herein.

***Sources of Payment for the Notes***. The Notes are payable from the proceeds of one or more series of General Obligation Bonds issued for that purpose, from the proceeds of an additional issue of renewal notes as provided in the Authorizing Law, and from amounts held in the funds and accounts established under the District Resolution. The District has covenanted in the District Resolution to, no later than thirty days prior to maturity of the Notes, to take all actions required to authorize, sell and issue General Obligation Bonds, an additional series of renewal notes as provided in the Authorizing Law, or other obligations, in an aggregate principal amount which is sufficient to pay the Maturity Value of the Notes coming due and payable at maturity. See "SECURITY FOR THE NOTES" herein.

**Preliminary; subject to change.*

***Form of Notes***. The Notes are being issued as notes which accrete and compound interest and which mature in the year and in the amount as set forth on the cover page hereof. The Accreted Value (as defined herein) of the Notes is payable only at maturity and will not be payable on a current basis. The Notes will be issued in book-entry form only and will be initially issued and registered in the name of Cede & Co. as nominee for DTC. Purchasers will not receive physical certificates representing their interest in the Notes. See "THE NOTES" and "APPENDIX G - DTC AND THE BOOK-ENTRY SYSTEM."

***No Early Redemption****. The Notes are not subject to redemption prior to maturity.

***Legal Matters***. Issuance of the Notes is subject to the approving opinion of Jones Hall LLP, San Mateo, California, as bond counsel (**"Bond Counsel"**), to be delivered in substantially the form attached hereto as Appendix C. Jones Hall LLP, San Mateo, California, will also serve as Disclosure Counsel to the District (**"Disclosure Counsel"**). Norton Rose Fulbright LLP, Los Angeles, California is serving as Underwriter's counsel ("**Underwriter's Counsel**"). Payment of the fees of Bond Counsel, Disclosure Counsel and Underwriter's Counsel is contingent upon issuance of the Notes.

***Tax Matters***. In the opinion of Bond Counsel, subject, however to certain qualifications described in this Official Statement, under existing law, interest on the Notes is excluded from gross income for federal income tax purposes, and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. In the further opinion of Bond Counsel, interest on the Notes is exempt from California personal income taxes. See "TAX MATTERS" herein.

***Continuing Disclosure.*** The District has covenanted and agreed that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, dated the date of the Notes and executed by the District (the **"Continuing Disclosure Certificate"**). The form of the Continuing Disclosure Certificate is included in Appendix D hereto. See "CONTINUING DISCLOSURE."

***Other Information.*** This Official Statement speaks only as of its date, and the information contained in this Official Statement is subject to change. Copies of documents referred to in this Official Statement and information concerning the Notes are available from the District from the Superintendent's Office at 1051 South "A" Street, Oxnard, California 93030, telephone (805) 385-1501. The District may impose a charge for copying, mailing and handling.

# THE NOTES

## Authority for Issuance

The Notes are being issued pursuant to the Authorizing Law and the District Resolution.

## Purpose of Issue

The net proceeds of the Notes will provide interim financing for the acquisition and construction of voter-approved educational facilities and projects. The District has unissued bonding capacity pursuant to its **"Measure D"** of November 8, 2016, which authorized up to $142,500,000 principal amount of general obligation bonds, and additional unissued bonding capacity pursuant to its **"Measure I"** of November 8, 2022, which authorized up to $215,000,000 principal amount of general obligation Bonds. The Notes are being issued in anticipation of the issuance of one or more series of General Obligation Bonds pursuant to either Measure D or Measure I or a combination thereof.

The District has covenanted in the District Resolution that so long as the Notes are outstanding, the aggregate principal amount of General Obligation Bonds which are authorized to finance the projects financed with the proceeds of the Notes, but unissued, shall at all times be at least equal to the aggregate principal amount of the outstanding Notes.

See "SECURITY FOR THE NOTES". See also "DISTRICT FINANCIAL INFORMATION – Existing Debt Obligations – General Obligation Bonds."

## Description of the Notes

The following terms used herein are defined in the District Resolution to have the following meanings with respect to the Notes:

> **"Accreted Value"** means, with respect to any Note, the total amount of principal thereof and interest payable thereon as of any Compounding Date determined solely by reference to the Table of Accreted Values set forth on such Note, which is attached to this Official Statement as Appendix E. The Accreted Value of any Note as of any date other than a Compounding Date will be the sum of (a) the Accreted Value as of the Compounding Date immediately preceding the date as of which the calculation is being made plus (b) interest on the Accreted Value determined under the preceding clause (a), computed to the date as of which the calculation is being made at the Accretion Rate set forth on such Note (computed on the basis of a 360-day year of twelve 30-day months).
>
> **"Accretion Rate"** means the rate which, when applied to the Denominational Amount (as defined below) of any Note and compounded semiannually on each Compounding Date, produces the Maturity Value of such Note on the maturity date thereof.
>
> **"Compounding Date"** means, with respect to any Note, each February 1 and August 1, commencing August 1, 2026, to and including the date of maturity of such Note.

**"Denominational Amount"** means, with respect to any Note, the original amount of such Note as of the Closing Date.

**"Maturity Value"** means, with respect to any Note, the Accreted Value of such Note to be paid at maturity.

The Notes will be dated the date of delivery, and will accrete interest from such date. The Denominational Amount of each maturity of the Notes shall be as shown on the cover page hereof. The Notes will be issued in denominations such that the Maturity Value thereof shall equal $5,000 or an integral multiple thereof. The Notes are payable only at maturity (unless earlier redeemed), in the year and amount set forth on the cover page hereof.

Interest on the Notes is compounded on each Compounding Date. Each Note accretes in value daily over the term to its maturity, from its Denominational Amount on the Closing Date to its Accreted Value on its maturity date. The Accreted Value payable on any date shall be determined solely by reference to the Table of Accreted Values attached hereto as Appendix E.

The interest portion of the Accreted Value of any Note that is payable on the date of maturity shall represent interest accreted and coming due on such date. The Accreted Value of any Note at maturity shall be payable by check or draft mailed by first-class mail, in lawful money of the United States of America upon presentation and surrender of such Note at the Office of the Paying Agent (defined below). The Notes will be issued in book-entry form only and will be initially issued and registered in the name of Cede & Co. as nominee for DTC. Purchasers will not receive physical certificates representing their interest in the Notes. See "APPENDIX G - DTC and the Book-Entry System."

**Paying Agent**

Payments of the Accreted Value of the Notes will be made by U.S. Bank Trust Company, National Association, the designated paying agent in Los Angeles, California (the **"Paying Agent"**) to DTC for subsequent disbursement through DTC participants to the beneficial owners of the Notes. See "APPENDIX G - DTC and the Book-Entry System" herein. As provided in the District Resolution, if at any time the Paying Agent shall resign or be removed, the District shall promptly appoint a successor Paying Agent.

**No Early Redemption***

The Notes are not subject to redemption prior to maturity.

**Registration, Transfer and Exchange of Notes**

If the book entry system is discontinued (see "APPENDIX G - DTC and the Book-Entry System"), the District shall cause the Paying Agent to maintain and keep at its principal corporate trust office all books and records necessary for the registration, exchange and transfer of the Notes.

If the book entry system is discontinued, any Note may, in accordance with its terms, be transferred, upon the registration books, by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Note for cancellation at the office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for

each new Note issued upon any transfer. Whenever any Note or Notes shall be surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Note or Notes, for like aggregate principal amount.

Notes may be exchanged at the office of the Paying Agent for a like aggregate Maturity Value of Notes of authorized denominations. The District may charge a reasonable sum for each new Note issued upon any exchange (except in the case of any exchange of temporary Notes for definitive Notes).

**Satisfaction and Discharge of Notes**

If the District pays and discharges any or all of the outstanding Notes in any one or more of the following ways:

- by well and truly paying or causing to be paid the Accreted Value of any Notes, as and when the same become due and payable;

- by irrevocably depositing with the Paying Agent or escrow agent selected by the District, in trust, at or before maturity, money which, together with the available amounts then on deposit in the funds and accounts established with the District under the District Resolution, is fully sufficient to pay such Notes, including all of the Accreted Value; or

- by irrevocably depositing with the Paying Agent or escrow agent selected by the District, in trust, Federal Securities (as defined in the District Resolution) in such amount as an Independent Accountant (as defined in the District Resolution) shall determine will, together with the interest to accrue thereon and available moneys then on deposit in the funds and accounts established with the District under the District Resolution, be fully sufficient to pay and discharge the indebtedness on such Notes (including all Accreted Value) at maturity;

then, notwithstanding that any of such Notes not have been surrendered for payment, the pledge of the General Obligation Bond proceeds and other funds provided for in the District Resolution with respect to such Notes, and all other pecuniary obligations of the District under the District Resolution with respect to all such Notes, shall cease and terminate, except only the obligation of the District to pay or cause to be paid to the owners of such Notes not so surrendered and paid all sums due thereon from amounts set aside for such purpose.

## SOURCES AND USES OF FUNDS

The estimated sources and uses of funds in connection with the Notes, excluding accrued interest, are as follows:

**OXNARD SCHOOL DISTRICT**
**Sources and Uses of Funds**

**Sources of Funds:**
Principal Amount of Notes
[Plus Net Original Issue Premium]
Total Sources of Funds

**Uses of Funds:**
Building Fund
Costs of Issuance(1)
Total Uses of Funds

*(1) All estimated costs of issuance including, but not limited to, Underwriter's discount, printing costs, and fees of Bond Counsel, Disclosure Counsel, Municipal Advisor, Paying Agent, and rating agency.*

*[Remainder of page intentionally left blank]*

## SECURITY FOR THE NOTES

### Pledge of General Obligation Bond Proceeds

The Notes are payable from the proceeds of the General Obligation Bonds issued for that purpose, from the proceeds of an additional issue of renewal notes as provided in the Authorizing Law, or from amounts held in the funds and accounts established under the District Resolution. The proceeds of the General Obligation Bonds, and the proceeds of any such renewal notes, will be paid to the County Treasurer when collected and deposited in the Note Repayment Fund. The proceeds of the General Obligation Bonds, as more particularly described in the following section, will be paid to the County Treasurer when collected and deposited in the Note Repayment Fund (as defined herein) established pursuant to the District Resolution. The Notes are secured by a pledge of all funds deposited in the Note Repayment Fund, to be derived from the proceeds of the General Obligation Bonds, an additional series of renewal notes or other obligations, which the District has covenanted to issue, as described in the following section.

The Notes are special obligations of the District, payable exclusively from the sources and funds identified in the preceding paragraph. The general fund of the District is not liable, and the credit of the District is not pledged, for the payment of the Notes. The District has covenanted to take all actions required to provide for the payment of the Notes at maturity.

### Covenant to Issue General Obligation Bonds or Other Obligations

In order to provide for the payment of the Maturity Value of the Notes coming due at maturity, the District has covenanted in the District Resolution that, on or before thirty days prior to the final maturity date of the Notes, the District shall take all actions required to authorize, sell and issue General Obligation Bonds, an additional series of renewal notes as provided in the Authorizing Law, other obligations including certificates of participation, or any combination of the foregoing, in an aggregate principal amount which is sufficient to pay the Maturity Value of the Notes coming due and payable at maturity. Upon the issuance of such General Obligation Bonds, bond anticipation notes or other obligations, including certificates of participation by the District, the proceeds thereof will be paid to the County Treasurer and deposited in the Note Repayment Fund (described in the following section). The Notes are payable from and secured by a pledge of the proceeds of the General Obligation Bonds, renewal notes or other obligations described in this paragraph.

The District has covenanted that so long as the Notes are outstanding, the aggregate principal amount of General Obligation Bonds which are authorized to finance the projects financed with the proceeds of the Notes, but unissued, shall at all times be at least equal to the aggregate principal amount of the outstanding Notes.

For a discussion of risk factors relating to the issuance of obligations to provide for the payment of the Notes, see “CERTAIN RISK FACTORS” herein.

### Note Repayment Fund

***Note Repayment Fund Established.*** Pursuant to the District Resolution, the District will establish and maintain while the Notes are outstanding an interest and sinking fund for the Notes, designated the “Note Repayment Fund”. The Note Repayment Fund shall be maintained by the County as a separate account, distinct from all other funds of the District, into which shall be paid on receipt thereof, (i) any premium received on the sale of the Notes (if any), (ii) the proceeds of

any General Obligation Bonds issued as described above, or (iii) the proceeds of any renewal notes issued under the Authorizing Law, or (iv) the proceeds of any other obligations issued for the purpose of providing for repayment of the Notes, as described above.

***Disbursements From Note Repayment Fund.*** Amounts on deposit in the Note Repayment Fund, to the extent necessary to pay the Maturity Value of the Notes, shall be transferred by the County Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC. DTC will thereupon make payments of the Maturity Value of the Notes to the DTC participants who will thereupon make payments to the beneficial owners of the Notes. Any moneys remaining in the Note Repayment Fund after the Notes and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District, as provided in Section 15234 of the Education Code of the State of California. As provided in Section 15232 of the Education Code of the State of California, amounts in the Note Repayment Fund shall also be applied to pay the expense of paying the Notes elsewhere than at the office of the County Treasurer.

**Investment of District Funds and Note Proceeds**

All moneys held in any of the funds or accounts established with the County under the District Resolution shall be invested in any one or more investments generally permitted to school districts under the laws of the State of California, consistent with the County investment policy. Such investments shall be made under the direction and at the discretion of the County Treasurer. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts established under the District Resolution shall be deposited in the fund or account from which such investment was made and shall be expended for the purposes thereof. See “APPENDIX F – VENTURA COUNTY INVETMENT POLICY AND INVESTMENT REPORT.”

## CERTAIN RISK FACTORS

*The following factors, along with the other information in this Official Statement, should be considered by potential investors in evaluating a purchase of the Notes. However, they do not purport to be an exhaustive listing of risks and other considerations which may be relevant to an investment in the Notes. In addition, the order in which the following factors are presented is not intended to reflect the relative importance of any such risks.*

### No Assurances Regarding Issuance of General Obligation Bonds

As described above, the District is issuing the Notes as interim financing for voter-approved projects. The District intends to issue a series of General Obligation Bonds to provide for the payment of the Notes upon final maturity.

In order to issue General Obligation Bonds, there are prerequisites imposed by State law that must be met in order to proceed with bond issuance. First, the District can only issue general obligation bonds if the issuance does not cause the District to exceed its bonding capacity limitation, which for the District is a limit of 1.25% of assessed valuation [[if there is in place a current waiver include waiver amount: ____%]]. Second, the District can only issue general obligation bonds pursuant to a bond measure if it can project, at the time of issuance, that the tax rate required to pay debt service on all bonds issued pursuant to such measure is not expected to exceed $30 per $100,000 of assessed valuation over the life of such bonds.

***[[Bonding Capacity: Impact on future issuance to be described with FA Feedback]].*** Based on the 2025-26 assessed value of the District_____.

***[[Tax Rate Projection: Impact on future issuance to be described with FA Feedback]]*** With respect to the required tax rate projection performed at the time of issuance of General Obligation Bonds, the District is issuing the Notes in the form of a Capital Appreciation Note which will not have debt service and related tax levies during its term. The District anticipates _____.

While the District does not anticipate the legal restrictions relating to bonding capacity and tax rate projections will impede its ability to issue the General Obligation Bonds to provide for payment of the Notes at maturity, the District cannot predict all circumstances or events which could inhibit or prevent the anticipated sale and issuance of the General Obligation Bonds. Factors relating to declines in the District's credit rating due to unforeseen circumstances, calamities in the bond markets, difficulties in obtaining credit enhancement in the form of bond insurance or otherwise, could impact its ability to issue the General Obligation Bonds.

### Loss of Tax Exemption

As discussed under the heading "TAX MATTERS," certain acts or omissions of the District in violation of its covenants in the District Resolution could result in the interest on the Notes being includable in gross income for purposes of federal income taxation retroactive to the date of issuance of the Notes. Should such an event of taxability occur, the Notes would not be subject to a special redemption and would remain outstanding.

## CONTINUING DISCLOSURE

The District has covenanted for the benefit of holders and beneficial owners of the Notes to provide certain financial information and operating data relating to the District by not later than nine (9) months following the end of the District's fiscal year (which currently would be by March 31 each year based upon the June 30 end of the District's fiscal year), commencing by March 31, 2027 with the report for the 2025-26 fiscal year (the **"Annual Report"**), and to provide notices of the occurrence of certain enumerated events. The Annual Report and any event notices will be filed by the District with the Municipal Securities Rulemaking Board (the **"MSRB"**). The specific nature of the information to be contained in an Annual Report or other notices is set forth below under the caption "APPENDIX D - Form of Continuing Disclosure Certificate." These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5) (the **"Rule"**).

This Official Statement for the Notes may be filed to satisfy in full the filing obligation with respect to the Annual Report for the 2024-25 fiscal year.

**[[Subject to 2026 Due Diligence]]** The District has made prior undertakings pursuant to the Rule. Specific instances of non-compliance with prior undertakings in the previous five years are (i) filing operating data late or filing operating data that did not conform to all of the requirements of certain previous undertakings for fiscal years ending 2021 and 2022, (ii) filing the notice of the incurrence of a financial obligation which was undertaken on June 22, 2022 late. Remedial filings have been made where applicable.

The District currently serve as its own dissemination agent with respect to its undertakings pursuant to the Rule, including the undertaking in connection with the Notes.

*[Remainder of page intentionally left blank]*

## PROPERTY TAX BASE IN THE DISTRICT

*Although the Notes are secured by a pledge of the proceeds of General Obligation Bonds and are not secured by a pledge of* ad valorem *taxes, the information in this section describes* ad valorem *property taxation, assessed valuation, and other measures of the tax base of the District, which investors may consider in evaluating the Notes and the marketability of the General Obligation Bonds which may be issued in the future to provide for payment of the Notes. The District's general fund is not a source for the repayment of the Notes.*

### Property Tax Collection Procedures

Generally. In California, property which is subject to *ad valorem* taxes is classified as "secured" or "unsecured." The "secured roll" is that part of the assessment roll containing (1) state assessed public utilities' property and (2) property the taxes on which are a lien on real property sufficient, in the opinion of the county assessor, to secure payment of the taxes. A tax levied on unsecured property does not become a lien against such unsecured property, but may become a lien on certain other property owned by the taxpayer. Every tax which becomes a lien on secured property has priority over all other liens arising pursuant to State law on such secured property, regardless of the time of the creation of the other liens. Secured and unsecured property are entered separately on the assessment roll maintained by the county assessor. The method of collecting delinquent taxes is substantially different for the two classifications of property.

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year. If unpaid, such taxes become delinquent after December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition, property on the secured roll with respect to which taxes are delinquent is declared tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of the delinquent taxes and a delinquency penalty, plus a redemption penalty of 1-1/2% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is subject to sale by the county in which the property is located.

Property taxes are levied for each fiscal year on taxable real and personal property situated in the taxing jurisdiction as of the preceding January 1. A bill enacted in 1983, Senate Bill 813 (Statutes of 1983, Chapter 498), however, provided for the supplemental assessment and taxation of property as of the occurrence of a change of ownership or completion of new construction. Thus, this legislation eliminated delays in the realization of increased property taxes from new assessments. As amended, Senate Bill 813 provided increased revenue to taxing jurisdictions to the extent that supplemental assessments of new construction or changes of ownership occur subsequent to the January 1 lien date and result in increased assessed value.

Property taxes on the unsecured roll are due on the January 1 lien date and become delinquent, if unpaid on the following August 31. A 10% penalty is also attached to delinquent taxes in respect of property on the unsecured roll, and further, an additional penalty of 1-1/2% per month accrues with respect to such taxes beginning the first day of the third month following the delinquency date. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the county recorder's office, in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee. The exclusive means of enforcing

the payment of delinquent taxes in respect of property on the secured roll is the sale of the property securing the taxes for the amount of taxes which are delinquent.

Disclaimer Regarding Property Tax Collection Procedures. The property tax collection procedures described above are subject to amendment based on legislation or executive order which may be enacted by the State legislature or declared by the Governor from time to time. The District cannot predict whether future amendments or orders will occur, and what impact, if any, said future amendments or orders could have on the procedures relating to the levy and collection of property taxes, and related interest and penalties.

**Taxation of State-Assessed Utility Property**

The State Constitution provides that most classes of property owned or used by regulated utilities be assessed by the State Board of Equalization ("**SBE**") and taxed locally. Property valued by the SBE as an operating unit in a primary function of the utility taxpayer is known as "unitary property", a concept designed to permit assessment of the utility as a going concern rather than assessment of each individual element of real and personal property owned by the utility taxpayer. State-assessed unitary and "operating nonunitary" property (which excludes nonunitary property of regulated railways) is allocated to the counties based on the situs of the various components of the unitary property. Except for unitary property of regulated railways and certain other excepted property, all unitary and operating nonunitary property is taxed at special county-wide rates and tax proceeds are distributed to taxing jurisdictions according to statutory formulae generally based on the distribution of taxes in the prior year.

**Assessed Valuations**

***Assessed Valuation History.*** The table following shows a recent history of the District's assessed valuation.

**OXNARD SCHOOL DISTRICT**
**Assessed Valuations of All Taxable Property**
**Fiscal Years 2016-17 to 2025-26**

| Fiscal Year | Local Secured | Utility* | Unsecured | Total | % Change |
|---|---|---|---|---|---|
| 2016-17 | $11,572,450,695 | $27,821,419 | $630,809,104 | $12,231,081,218 | --% |
| 2017-18 | 12,162,886,371 | 26,420,545 | 624,628,048 | 12,813,934,964 | 4.8 |
| 2018-19 | 12,722,763,657 | 22,019,444 | 665,603,830 | 13,410,386,931 | 4.7 |
| 2019-20 | 13,296,260,662 | 19,486 | 766,628,545 | 14,062,908,693 | 4.9 |
| 2020-21 | 13,883,011,089 | 37,668 | 756,805,376 | 14,639,854,133 | 4.1 |
| 2021-22 | 14,373,837,729 | 37,038 | 789,634,741 | 15,163,509,508 | 3.6 |
| 2022-23 | 15,214,279,027 | 35,312 | 826,329,897 | 16,040,644,236 | 5.8 |
| 2023-24 | 15,987,843,987 | 34,215 | 841,325,137 | 16,829,203,339 | 4.9 |
| 2024-25 | 16,622,249,795 | 38,405 | 902,260,071 | 17,524,548,271 | 4.1 |
| 2025-26 | 17,271,336,988 | 42,738 | 895,814,800 | 18,167,194,526 | 3.6 |

*In fiscal year 2019-20 certain property owned by NRG California South LP - Mandalay was removed from the utility tax rolls.
*Source: California Municipal Statistics, Inc.*

***Factors Relating to Increases/Decreases in Assessed Value.*** General Considerations. As indicated in the previous table, assessed valuations are subject to change in each year. Increases or decreases in assessed valuation result from a variety of factors including but not limited to general economic conditions, supply and demand for real property in the area, government regulations such as zoning, and man-made or natural disasters which include but are

not limited to earthquakes, fires/wildfires, floods, drought, mudslides and the consequences of climate change such as heat waves, droughts, sea level rise and floods, which could have an impact on assessed values. The State including the region the District is located has in recent years experienced significant natural disasters such as earthquakes, droughts, mudslides and floods. Public health disasters such as the COVID-19 pandemic could also have direct and indirect impacts on economic conditions and property values.

Future Conditions Unknown. The District cannot predict or make any representations regarding the effects that any natural or manmade disasters, including health disasters such as the COVID-19 pandemic, and the effects of climate change, and related conditions have or may have on the value of taxable property within the District, or to what extent the effects said disasters might have on economic activity in the District or throughout the State.

***Assessed Valuation by Land Use***. The following table shows a breakdown of local secured property assessed value and parcels within the District by land use.

**OXNARD SCHOOL DISTRICT**
**Local Secured Property Assessed Valuation and Parcels by Land Use**
**Fiscal Year 2025-26**

| | 2025-26 Assessed Valuation (1) | % of Total | No. of Parcels | % of Total |
|---|---|---|---|---|
| **Non-Residential:** | | | | |
| Agricultural | $ 183,812,119 | 1.06% | 129 | 0.40% |
| Commercial | 966,561,963 | 5.60 | 846 | 2.63 |
| Vacant Commercial | 68,095,581 | 0.39 | 90 | 0.28 |
| Industrial/Food Processing | 1,763,563,623 | 10.21 | 611 | 1.90 |
| Oil & Gas Production | 12,806,290 | 0.07 | 38 | 0.12 |
| Vacant Industrial | 52,977,904 | 0.31 | 56 | 0.17 |
| Recreational | 15,895,106 | 0.09 | 16 | 0.05 |
| Government/Social/Institutional | 18,664,465 | 0.11 | 499 | 1.55 |
| Miscellaneous | 51,377,610 | 0.30 | 251 | 0.78 |
| Subtotal Non-Residential | $3,133,754,661 | 18.14% | 2,536 | 7.88% |
| **Residential:** | | | | |
| Single Family Residence | $9,554,254,389 | 55.32% | 18,796 | 58.42% |
| Condominium/Townhouse | 3,091,451,397 | 17.90 | 6,945 | 21.59 |
| Mobile Home | 19,908,465 | 0.12 | 655 | 2.04 |
| Mobile Home Park | 13,359,408 | 0.08 | 8 | 0.02 |
| 2-4 Residential Units | 453,716,588 | 2.63 | 891 | 2.77 |
| 5+ Residential Units/Apartments | 739,128,899 | 4.28 | 285 | 0.89 |
| Hotel/Motel | 164,597,570 | 0.95 | 49 | 0.15 |
| Timeshare | 715,150 | 0.00 | 1,647 | 5.12 |
| Vacant Residential | 100,450,461 | 0.58 | 361 | 1.12 |
| Subtotal Residential | $14,137,582,327 | 81.86% | 29,637 | 92.12% |
| **Total** | $17,271,336,988 | 100.00% | 32,173 | 100.00% |

(1) Local secured assessed valuation, excluding tax-exempt property.
*Source: California Municipal Statistics, Inc.*

***Assessed Valuation of Single Family Homes.*** Within the residential segment of land uses, the vast majority of residential units are single-family homes. The following table shows a breakdown of assessed valuation of single-family homes on a per parcel basis, including the average and median assessed value per parcel.

**OXNARD SCHOOL DISTRICT**
**Per Parcel Assessed Valuation of Single Family Homes**
**Fiscal Year 2025-26**

| | No. of Parcels | 2025-26 Assessed Valuation | Average Assessed Valuation | Median Assessed Valuation |
|---|---|---|---|---|
| Single Family Residential | 18,796 | $9,554,254,389 | $508,313 | $430,818 |

| 2025-26 Assessed Valuation | No. of Parcels (1) | % of Total | Cumulative % of Total | Total Valuation | % of Total | Cumulative % of Total |
|---|---|---|---|---|---|---|
| $0 - $49,999 | 330 | 1.756% | 1.756% | $ 13,539,877 | 0.142% | 0.142% |
| $50,000 - $99,999 | 1,187 | 6.315 | 8.071 | 85,758,852 | 0.898 | 1.039 |
| $100,000 - $149,999 | 656 | 3.490 | 11.561 | 81,735,907 | 0.855 | 1.895 |
| $150,000 - $199,999 | 678 | 3.607 | 15.168 | 118,974,169 | 1.245 | 3.140 |
| $200,000 - $249,999 | 1,113 | 5.921 | 21.090 | 252,543,453 | 2.643 | 5.783 |
| $250,000 - $299,999 | 1,644 | 8.747 | 29.836 | 453,010,469 | 4.741 | 10.525 |
| $300,000 - $349,999 | 1,472 | 7.831 | 37.668 | 478,039,206 | 5.003 | 15.528 |
| $350,000 - $399,999 | 1,478 | 7.863 | 45.531 | 553,435,006 | 5.793 | 21.321 |
| $400,000 - $449,999 | 1,327 | 7.060 | 52.591 | 563,381,552 | 5.897 | 27.217 |
| $450,000 - $499,999 | 1,305 | 6.943 | 59.534 | 618,839,904 | 6.477 | 33.695 |
| $500,000 - $549,999 | 1,156 | 6.150 | 65.684 | 605,856,676 | 6.341 | 40.036 |
| $550,000 - $599,999 | 950 | 5.054 | 70.738 | 545,218,379 | 5.707 | 45.742 |
| $600,000 - $649,999 | 883 | 4.698 | 75.436 | 552,329,784 | 5.781 | 51.523 |
| $650,000 - $699,999 | 843 | 4.485 | 79.921 | 568,375,548 | 5.949 | 57.472 |
| $700,000 - $749,999 | 711 | 3.783 | 83.704 | 514,347,332 | 5.383 | 62.856 |
| $750,000 - $799,999 | 572 | 3.043 | 86.747 | 443,218,543 | 4.639 | 67.495 |
| $800,000 - $849,999 | 465 | 2.474 | 89.221 | 383,363,504 | 4.012 | 71.507 |
| $850,000 - $899,999 | 360 | 1.915 | 91.136 | 314,417,011 | 3.291 | 74.798 |
| $900,000 - $949,999 | 255 | 1.357 | 92.493 | 235,615,434 | 2.466 | 77.264 |
| $950,000 - $999,999 | 211 | 1.123 | 93.616 | 204,890,360 | 2.144 | 79.409 |
| $1,000,000 and greater | 1,200 | 6.384 | 100.000 | 1,967,363,423 | 20.591 | 100.000 |
| | 18,796 | 100.000% | | $9,554,254,389 | 100.000% | |

(1) Improved single family residential parcels. Excludes condominiums and parcels with multiple family units.
*Source: California Municipal Statistics, Inc.*

**Reassessments and Appeals of Assessed Value**

There are general means by which assessed values can be reassessed or appealed that could adversely impact property tax revenues within the District.

Appeals may be based on Proposition 8 of November 1978, which requires that for each January 1 lien date, the taxable value of real property must be the lesser of its base year value, annually adjusted by the inflation factor pursuant to Article XIIIA of the State Constitution, or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIIIA of the California Constitution" herein.

Under California law, property owners may apply for a Proposition 8 reduction of their property tax assessment by filing a written application, in form prescribed by the State Board of Equalization, with the County board of equalization or assessment appeals board. In most cases, the appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value.

Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. These reductions are subject to yearly reappraisals and are adjusted back to their original values, adjusted for inflation, when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIIIA.

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

Proposition 8 reductions may also be unilaterally applied by the County Assessor. The District cannot predict the changes in assessed values that might result from pending or future appeals by taxpayers or by reductions initiated by the County Assessor.

## Typical Tax Rates

The table below summarizes the total *ad valorem* tax rates levied by all taxing entities in a representative tax rate area in recent years.

**OXNARD SCHOOL DISTRICT**
**Typical Tax Rates (TRA 3-001)[1]**
**Per $100 of Assessed Valuation**
**Fiscal Years 2021-22 through 2025-26**

| | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|---|---|---|---|---|---|
| 1% General Fund Levy | $1.000000 | $1.000000 | $1.000000 | $1.000000 | $1.000000 |
| Oxnard School District | .098500 | .099200 | .099200 | .111000 | .118000 |
| Oxnard Union HSD | .043500 | .048500 | .048500 | .033000 | .043100 |
| Ventura CCD | .014800 | .014200 | .014200 | .014400 | .013700 |
| Metropolitan Water District | .003500 | .003500 | .003500 | .003500 | .007000 |
| City of Oxnard | .048331 | .029095 | .029095 | .045750 | .047299 |
| Total | $1.208631 | $1.194495 | $1.194495 | $1.207650 | $1.229099 |

(1) 2025-26 assessed valuation of TRA 3-001 is $4,969,424,066 which is 28.36% of the District's total assessed valuation.
*Source: California Municipal Statistics, Inc.*

## Tax Levies and Delinquencies; Teeter Plan

The Board of Supervisors of the County has adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "**Teeter Plan**"), as provided for in Section 4701 *et seq.* of the California Revenue and Taxation Code. Under the Teeter Plan, each entity levying property taxes in the County will receive by the end of the fiscal year 100% of the property tax levied, in the same manner as if the amount credited had been collected. The District participates in the Teeter Plan, and thus receives 100% of secured property taxes levied in exchange for foregoing any interest and penalties collected on delinquent taxes. Currently, the County includes general obligation bond levies, including for general obligation bonds issued by the District, in its Teeter Plan.

So long as the Teeter Plan remains in effect, the District's receipt of revenues with respect to the levy of *ad valorem* property taxes will not be dependent upon actual collections of the *ad valorem* property taxes by the County. However, under the statute creating the Teeter Plan, the Board of Supervisors can under certain circumstances terminate the Teeter Plan in part or in its entirety with respect to the entire County and, in addition, the Board of Supervisors can terminate the Teeter Plan with respect to the District if the delinquency rate for all *ad valorem* property taxes levied within the District in any year exceeds 3%. In the event that the Teeter Plan were terminated with regard to the secured tax roll, the amount of the levy of *ad valorem* property taxes in the District would depend upon the collections of the *ad valorem* property taxes and delinquency rates experienced with respect to the parcels within the District. With respect to general obligation bonds, county assessors are authorized to levy taxes sufficient to pay debt service on bonds coming due, including at a rate that will provide for a reserve in the event of delinquencies. The District cannot represent the sufficiency of any such reserve to the extent necessary to cover delinquent taxes, to the extent the Teeter Plan were amended or discontinued.

The District cannot provide any assurances that the County will continue to maintain the Teeter Plan described above, or will have sufficient funds available to distribute the full amount of the District's share of property tax collections to the District. The ability of the County to maintain the Teeter Plan may depend on its financial resources and may be affected by future property tax

delinquencies. Property tax delinquencies may be impacted by economic and other factors beyond the District's or the County's control, including the ability or willingness of property owners to pay property taxes during an economic recession or depression. An economic recession or depression could be caused by many factors outside the control of the District, including high interest rates, reduced consumer confidence, reduced real wages or reduced economic activity as a result of outbreak of disease or natural or manmade disaster.

Notwithstanding the operation of the Teeter Plan, historical secured tax levy collections and delinquencies in the District, with respect to the one percent general fund apportionment, are summarized in the following table.

**OXNARD SCHOOL DISTRICT**
**Fiscal Year 2020-21 through 2024-25 Secured Tax Charge and Delinquency**

| Fiscal Year | Secured Tax Charge[(1)] | Amount Delinquent June 30 | Percent Delinquent June 30 |
|---|---|---|---|
| 2020-21 | $27,121,824 | $202,422 | 0.75% |
| 2021-22 | 27,991,588 | 229,633 | 0.82 |
| 2022-23 | 29,683,565 | 285,699 | 0.96 |
| 2023-24 | 31,083,536 | 370,665 | 1.19 |
| 2024-25 | 32,521,855 | 438,541 | 1.35 |

(1) 1% General Fund apportionment.
*Source: California Municipal Statistics, Inc.*

*There can be no assurances that the County will continue the Teeter Plan in the future, or that the County will not discontinue the Teeter Plan or remove the District from the Teeter Plan in the future.*

## Major Taxpayers

The following table shows the 20 largest taxpayers in the District as determined by local secured assessed valuation. Each taxpayer listed below is a unique name listed on the tax rolls. The District cannot determine from County assessment records whether individual persons, corporations or other organizations are liable for tax payments with respect to multiple properties held in various names that in aggregate may be larger than is suggested by the table below. A large concentration of ownership in a single individual or entity results in a greater amount of tax collections which are dependent upon that property owner's ability or willingness to pay property taxes.

**OXNARD SCHOOL DISTRICT**
**Largest 2025-26 Local Secured Taxpayers**

| | Property Owner | Primary Land Use | 2025-26 Assessed Valuation | % of Total [1] |
|---|---|---|---|---|
| 1. | Felcor/JPM Hospitality LLC | Hotel | $ 99,465,811 | 0.58% |
| 2. | BG Terminal CA LLC, Lessor | Industrial | 79,868,623 | 0.46 |
| 3. | Pegh Investments LLC | Industrial | 72,140,855 | 0.42 |
| 4. | Seminis Vegetable Seeds Inc. | Industrial | 63,640,001 | 0.37 |
| 5. | PUR CIV LLC | Apartments | 61,915,668 | 0.36 |
| 6. | Centerpoint Mall LLC | Shopping Center | 57,939,132 | 0.34 |
| 7. | F. Olveira Ranch Co., Lessor | Shopping Center | 55,788,928 | 0.32 |
| 8. | Fifth Harbor Owner LLC | Residential Land | 52,019,950 | 0.30 |
| 9. | Sysco Food Services of Ventura | Industrial | 50,055,627 | 0.29 |
| 10. | Cedar Cresting LP | Apartments | 46,436,430 | 0.27 |
| 11. | Western Precooling Systems | Industrial | 44,285,442 | 0.26 |
| 12. | Boskovich Farms Inc. | Industrial | 42,398,809 | 0.25 |
| 13. | Madera My Dear LP | Apartments | 42,028,017 | 0.24 |
| 14. | Ostrow Partnership | Shopping Center | 36,024,954 | 0.21 |
| 15. | Raypak Inc. | Industrial | 35,896,449 | 0.21 |
| 16. | Swift Investments Co. | Shopping Center | 35,442,091 | 0.21 |
| 17. | Oxnard Portfolio Investment LP | Apartments | 34,010,103 | 0.20 |
| 18. | 11Pacific LLC | Industrial | 34,000,000 | 0.20 |
| 19. | B10 Mountain B LA LP | Shopping Center | 33,966,042 | 0.20 |
| 20. | Clinicas Del Camino Real Inc. | Medical Offices | 33,324,935 | 0.19 |
| | | | $1,010,647,867 | 5.85% |

(1) 2025-26 Local Secured Assessed Valuation: $17,271,336,988
*Source: California Municipal Statistics, Inc.*

## Direct and Overlapping Debt

Set forth on the following page is a direct and overlapping debt report (the **"Debt Report"**) prepared by California Municipal Statistics, Inc. The Debt Report is included for general information purposes only. Neither the District nor the Underwriter has reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. Such long-term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

**OXNARD SCHOOL DISTRICT**
**Statement of Direct and Overlapping Bonded Debt**
**Dated as of October 1, 2025**

2025-26 Assessed Valuation: $18,167,194,526

| DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT: | % Applicable | Debt 10/1/25 |
|---|---|---|
| Metropolitan Water District | 0.420% | $72,051 |
| Ventura County Community College District | 9.659 | 19,401,135 |
| Oxnard Union High School District | 29.612 | 142,710,169 |
| **Oxnard School District** | **100.** | **313,259,403**(1) (2) |
| City of Oxnard Community Facilities District No. 1 | 100. | 4,880,000 |
| City of Oxnard Community Facilities District No. 3 | 100. | 16,635,000 |
| City of Oxnard 1915 Act Bonds (Estimate) | Various | 1,544,213 |
| TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT | | $498,501,971 |
| DIRECT AND OVERLAPPING GENERAL FUND DEBT: | | |
| Ventura County Certificates of Participation | 9.657% | $24,963,152 |
| Ventura County Superintendent of Schools Certificates of Participation | 9.657 | 605,977 |
| Oxnard Union High School District Certificates of Participation | 29.612 | 15,168,175 |
| **Oxnard School District Certificates of Participation** | **100.** | **7,220,000** |
| City of Oxnard General Fund Obligation | 59.749 | 39,435,874 |
| City of Port Hueneme Pension Obligation Bonds | 37.840 | 1,205,993 |
| City of San Buenaventura General Fund Obligations | 0.011 | 1,304 |
| TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT | | $88,600,475 |
| OVERLAPPING TAX INCREMENT DEBT (Successor Agency): | | |
| Oxnard Redevelopment Agency H.E.R.O. Project Area | 31.286% | $4,248,639 |
| Oxnard Redevelopment Agency Merged Project Area | 100. | 1,160,000 |
| TOTAL OVERLAPPING TAX INCREMENT DEBT | | $5,408,639 |
| COMBINED TOTAL DEBT | | $592,511,085(3) |

Ratios to 2025-26 Assessed Valuation:

| | |
|---|---|
| **Direct Debt ($313,259,403)** | **1.72%** |
| Total Direct and Overlapping Tax and Assessment Debt | 2.74% |
| **Combined Direct Debt ($320,479,403)** | **1.76%** |
| Combined Total Debt | 3.26% |

Ratios to Redevelopment Incremental Valuation ($1,755,955,369):

| | |
|---|---|
| Overlapping Tax Increment Debt | 0.31% |

(1) Excludes accreted value of capital appreciation bonds.
(2) Excludes issue to be sold.
(3) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.
*Source: California Municipal Statistics, Inc.*

# THE DISTRICT

## General Information

The District consists of an area of 28 square miles located in the southeastern portion of the County. It was established in 1873 and provides transitional kindergarten through eighth grade educational services to the residents of the City of Oxnard and a portion of the City of Port Hueneme. The District has one preschool, ten TK-5 elementary schools, four TK-8 schools, three K-8 schools, three 6-8 middle schools, and one special education annex. Enrollment for fiscal year 2025-26 is approximately 12,487 students. For demographic information regarding the County, see Appendix C hereto.

## Administration

***Board of Trustees.*** The District is governed by a five-member Board of Trustees (the "**Board**"), with each member elected to a four-year term. Elections for positions on the Board are held every two years, alternating between two and three available positions. Current members of the Board, together with their office and the date their term expires, are listed below:

**Board of Trustees**

| Name | Office | Term Expires |
|---|---|---|
| Veronica Robles-Solis | President | November 2026 |
| Brian Melanephy | Clerk | November 2026 |
| Rose Gonzales | Trustee | November 2026 |
| Monica Madrigal Lopez | Trustee | November 2028 |
| Cynthia Salas | Trustee | November 2028 |

*Source: Oxnard School District.*

***Superintendent and Administrative Personnel***. The Superintendent of the District, appointed by the Board, is responsible for management of the day-to-day operations and supervises the work of other District administrators. Dr. Ana DeGenna is currently serving as the Superintendent and Kristen Pifko currently serves as the Assistant Superintendent of Business and Fiscal Services.

*[Remainder of page intentionally left blank]*

## Recent Enrollment and Average Daily Attendance

The following table shows historical enrollment and average daily attendance ("**ADA**") for the District.

**ANNUAL ENROLLMENT AND ADA**
**Fiscal Years 2019-20 through 2025-26**
**Oxnard School District**

| School Year | Enrollment | % Change | ADA | % Change |
|---|---|---|---|---|
| 2019-20 | 15,730 | --% | 15,194* | --% |
| 2020-21 | 15,132 | (3.8) | 15,194* | 0.0 |
| 2021-22 | 14,381 | (5.0) | 15,185 | (0.1) |
| 2022-23 | 14,171 | (1.5) | 13,167 | (13.3) |
| 2023-24 | 13,399 | (5.4) | 12,594 | (4.4) |
| 2024-25 | 13,003 | (3.0) | 13,158† | 4.5 |
| 2025-26† | 12,487 | (3.1) | 12,565 | (4.5) |

*The COVID-19 pandemic commenced in approximately March 2020. To alleviate the impact on school district funding based on ADA, legislation included hold harmless provisions for ADA in 2019-20 and 2020-21. As such ADA for said years is for funding purposes and not actual ADA.
†Unaudited actuals/first interim.
*Source: California Department of Education; Oxnard School District.*

## Employee Relations

The District has budgeted in fiscal year 2025-26, 861 full time equivalent ("**FTE**") certificated employees, 852 FTE classified employees and 93 management/supervisor/confidential FTE employees. Certificated and classified employees are represented by employee bargaining units as follows:

| Employee Group | Representation | Contract Expiration Date |
|---|---|---|
| Certificated (teaching†) | Oxnard Educators Assn | June 30, 2026 |
| Certificated (non-teaching) | Oxnard Supportive Services Assn | June 30, 2025* |
| Classified | CA School Employees Assn (Chapter 272) | October 31, 2027* |

†Classroom teachers and special education teachers.
[*Stated expiration date. However, pursuant to its terms the contract continues in effect year by year subject to modification, amendment or termination by the parties.]
*Source: Oxnard School District.*

***[[Subject to 2026 Due Diligence regarding contract status and negotiations.]]***

## Insurance

***[To be updated with 2024-25 Audit when available.]***

The District participates in one joint powers agreement ("**JPA**") entities, the Ventura County Schools Self-Funding Authority ("**VCSSFA**"). The VCSSFA provides workers compensation, property and liability coverage for its member school districts through a varying combination of self-insurance and excess coverage. [Coverage provided by VCSSFA includes coverage for property including computer equipment and computer networks that may be rendered inoperable because of viruses or malware, which is included in the District's property coverage deductible (but excludes software recovery). A separate cyber policy is not yet available

through VCSSFA.] The JPA is governed by a board consisting of a representative from each member district. The governing board controls the operations of its JPA independent of any influence by the member districts beyond their representation on the governing board. Each member district pays a premium commensurate with the level of coverage requested and shares surpluses and deficits proportionately to its participation in the JPA.

For more detail regarding insurance coverage, see also "APPENDIX A - AUDITED FINANCIAL STATEMENTS OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 2025."

*[Remainder of page intentionally left blank]*

## DISTRICT FINANCIAL INFORMATION

*The information in this and other sections concerning the District's operations and operating budget is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Bonds is payable from the general fund of the District. The Bonds are payable from the proceeds of an* ad valorem *tax required to be levied in an amount sufficient for the payment thereof.*

### Education Funding Generally

School districts in California (the "**State**") receive operating income primarily from two sources: the State funded portion which is derived from the State's general fund, and a locally funded portion, being the district's share of the one percent general *ad valorem* tax levy authorized by the California Constitution. As a result, decreases or deferrals in education funding by the State could significantly affect a school district's revenues and operations.

From 1973-74 to 2012-13, school districts in the State operated under general purpose revenue limits established by the State Legislature. In general, revenue limits were calculated for each school district by multiplying (1) the ADA for such district by (2) a base revenue limit per unit of ADA. The revenue limit calculations were adjusted annually in accordance with a number of factors designated primarily to provide cost of living increases and to equalize revenues among all school districts in the State of the same type. Funding of a district's revenue limit was provided by a mix of local property taxes and State apportionments of basic and equalization aid. Generally, the State apportionments amounted to the difference between the District's revenue limit and its local property tax revenues. Districts which had local property tax revenues that exceeded their revenue limit entitlements were deemed a "Basic Aid District" and received full funding from local property tax revenues, and were entitled to keep those tax revenues which exceeded their revenue limit funding entitlement. A district which was not a Basic Aid District was known as a "Revenue Limit District."

The fiscal year 2013-14 State budget replaced the previous K-12 finance system with a new formula known as the Local Control Funding Formula (the **"LCFF"**). Under the LCFF, revenue limits and most state categorical programs were eliminated. School districts instead receive funding based on the demographic profile of the students they serve and gain greater flexibility to use these funds to improve outcomes of students. The LCFF creates funding targets based on student characteristics. For school districts and charter schools, the LCFF funding targets consist of grade span-specific base grants plus supplemental and concentration grants that reflect student demographic factors. The LCFF includes the following components:

- A base grant for each local education agency per unit of ADA, which varies with respect to different grade spans. The base grant is $2,375 more than the average revenue limit provided prior to LCFF implementation. The base grants will be adjusted upward each year to reflect cost-of-living increases. In addition, grades K-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of class size reduction in grades K-3 and the provision of career technical education in grades 9-12.

- A 20% supplemental grant for English learners, students from low-income families and foster youth to reflect increased costs associated with educating those students.

- An additional concentration grant of up to 65% (which was increased from 50% as part of the State's trailer bill to the 2021-22 State Budget - Assembly Bill 130) of a local education agency's base grant, based on the number of English learners, students from low-income families and foster youth served by the local agency that comprise more than 55% of enrollment.

- An economic recovery target to ensure that almost every local education agency receives at least their pre-recession funding level, adjusted for inflation, at full implementation of the LCFF.

The LCFF was implemented for fiscal year 2013-14 and was phased in gradually. Beginning in fiscal year 2013-14, an annual transition adjustment was required to be calculated for each school district, equal to each district's proportionate share of the appropriations included in the State budget (based on the percentage of each district's students who are low-income, English learners, and foster youth ("**Targeted Students**")), to close the gap between the prior-year funding level and the target allocation at full implementation of LCFF. In each year, districts had the same proportion of their respective funding gaps closed, with dollar amounts varying depending on the size of a district's funding gap. The legislation implementing LCFF also included a "hold harmless" provision which provided that a district or charter school would maintain total revenue limit and categorical funding at least equal to its 2012-13 level, unadjusted for changes in ADA or cost of living adjustments.

In 2021, legislation was passed that requires school districts operating a kindergarten program to also provide a transitional kindergarten (**"TK"**) program for all 4-year-old children by fiscal year 2025–26.

Funding levels used in the LCFF entitlement calculations for fiscal year 2025-26 are set forth in the following table.

**Fiscal Year 2025-26 Base Grant Funding* Under LCFF**
**by Grade Span**

| Entitlement Factor | TK/K-3 | 4-6 | 7-8 | 9-12 |
|---|---|---|---|---|
| A. 2024-25 Base Grant per ADA | $10,025 | $10,177 | $10,478 | $12,144 |
| B. 2025-26 COLA for LCFF (A x 2.30%) | $231 | $234 | $241 | $279 |
| C. 2025-26 Base Grant per ADA before Grade Span Adjustments (A+B) | $10,256 | $10,411 | $10,719 | $12,423 |
| D. Grade Span Adjustments (TK-3: C x 10.4%; 9-12: C x 2.6%) | $1,067 | n/a | n/a | $323 |
| E. 2025-26 Base Grant/Adjusted Base Grant per ADA (C + D) | $11,323 | $10,411 | $10,719 | $12,746 |

*Add-ons to the Base Grant, as may be applicable, are: (1) Supplemental Grant: For the supplemental grant funding entitlement, for each grade span, the calculation is the base grant or adjusted base grant per ADA, times total funded ADA, times Unduplicated Pupil Percentage, times 20%, (2) Concentration Grant: For the concentration grant funding entitlement, the calculation is the base grant or adjusted base grant per ADA, times total funded ADA, times portion (of Unduplicated Pupil Percentage that exceeds 55%, times 65%, and (3) Transitional Kindergarten Add-On: For the TK add-on funding, the amount is the rate of $5,545 times the school district's current year TK ADA.

*Source: California Department of Education.*

The LCFF includes an accountability component. Districts are required to increase or improve services for English language learners, low income, and foster youth students in proportion to supplemental and concentration grant funding received. All school districts, county offices of education, and charter schools are required to develop and adopt local control and accountability plans, which identify local goals in areas that are priorities for the State, including pupil achievement, parent engagement, and school climate.

County superintendents review and provide support to the districts under their jurisdiction, and the Superintendent of Public Instruction performs a corresponding role for county offices of education. In addition, the State Budget for fiscal year 2013-14 created the California Collaborative for Education Excellence to advise and assist school districts, county offices of education, and charter schools in achieving the goals identified in their plans. Under the LCFF and related legislation, the State will continue to measure student achievement through statewide assessments, produce an Academic Performance Index for schools and subgroups of students, determine the contents of the school accountability report card, and establish policies to implement the federal accountability system.

Basic Aid or Community Supported districts are school districts which have local property tax revenues which exceed such district's funding entitlement under LCFF. As such, in lieu of State funding under LCFF, Basic Aid districts are entitled to keep the full share of local property tax revenues, even the amount which exceeds its funding entitlement under LCFF. The District's funding formula is currently determined pursuant to LCFF, and not as a Basic Aid district.

**District Accounting Practices**

The accounting practices of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all school districts in the State.

District accounting is organized on the basis of fund groups, with each group consisting of a separate set of self-balancing accounts containing assets, liabilities, fund balances, revenues and expenditures. The major fund classification is the general fund which accounts for all financial resources not requiring a special fund placement. The District's fiscal year begins on July 1 and ends on June 30.

District expenditures are accrued at the end of the fiscal year to reflect the receipt of goods and services in that year. Revenues generally are recorded on a cash basis, except for items that are susceptible to accrual (measurable and/or available to finance operations). Current taxes are considered susceptible to accrual. Revenues from specific state and federally funded projects are recognized when qualified expenditures have been incurred. State block grant apportionments are accrued to the extent that they are measurable and predictable. The State Department of Education sends the District updated information from time to time explaining the acceptable accounting treatment of revenue and expenditure categories.

The Governmental Accounting Standards Board ("**GASB**") published its Statement No. 34 "Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments" on June 30, 1999. Statement No. 34 provides guidelines to auditors, state and local governments and special purpose governments such as school districts and public utilities, on new requirements for financial reporting for all governmental agencies in the United States. Generally, the basic financial statements and required supplementary information should include

(i) Management's Discussion and Analysis; (ii) financial statements prepared using the economic measurement focus and the accrual basis of accounting, (iii) fund financial statements prepared using the current financial resources measurement focus and the modified accrual method of accounting and (iv) required supplementary information.

**Financial Statements**

***General***. The District's general fund finances the legally authorized activities of the District for which restricted funds are not provided. General fund revenues are derived from such sources as State school fund apportionments, taxes, use of money and property, and aid from other governmental agencies. The District's **[June 30, 2025]** Audited Financial Statements were prepared by Nigro & Nigro, Murrieta, California and are attached hereto as Appendix A. Audited financial statements for the District for prior fiscal years are on file with the District and available for public inspection at Oxnard School District, 1051 South A Street, Oxnard, California 93030. The District has not requested, and the auditor has not provided, any review or update of such Financial Statements in connection with inclusion in this Official Statement. Copies of such financial statements will be mailed to prospective investors and their representatives upon written request to the District. This District may impose a charge for copying, mailing and handling.

*[Remainder of page intentionally left blank]*

***General Fund Revenues, Expenditures and Changes in Fund Balance***. The District's general fund is the District's primary operating fund. It accounts for all financial resources of the District except those required to be accounted for in another fund. The following table shows the audited income and expense statements for the District for fiscal years 2020-21 through 2024-25.

**GENERAL FUND REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**
**Fiscal Years 2020-21 through 2024-25 (Audited)**

| | Audited 2020-21 | Audited 2021-22 | Audited 2022-23 | Audited 2023-24 | Audited 2024-25 |
|---|---|---|---|---|---|
| **SOURCES** | | | | | |
| LCFF Sources | $167,476,463 | $184,638,135 | $198,164,710 | $208,304,617 | |
| Federal Revenue | 30,673,073 | 38,598,913 | 26,940,319 | 20,060,279 | [to come] |
| Other State Revenue | 28,735,933 | 38,644,487 | 84,187,768 | 56,828,781 | |
| Other Local Revenue | 14,313,207 | 14,409,646 | 20,377,476 | 29,126,824 | |
| Total Revenue Limit | 241,198,676 | 276,291,181 | 329,670,273 | 314,320,501 | |
| **EXPENDITURES** | | | | | |
| Instruction | 133,358,190 | 144,303,020 | 164,421,161 | 183,255,641 | |
| Instruction-Related Services: | | | | | |
| Supervision of instruction | 5,224,138 | 7,499,843 | 11,624,241 | 12,561,711 | |
| Instructional library, media and technology | 1,155,134 | 1,113,936 | 1,186,680 | 1,366,342 | |
| School site administration | 11,051,241 | 14,411,885 | 15,983,621 | 18,949,842 | |
| Pupil Support Services: | | | | | |
| Home-to-school transportation | 4,092,070 | 5,239,573 | 5,617,351 | 7,401,509 | |
| Food services | 449,644 | 322,537 | 497,360 | 126,346 | |
| All other pupil services | 22,749,041 | 27,039,232 | 29,549,742 | 39,124,410 | |
| Community Services | 44,361 | 47,144 | 52,275 | 62,187 | |
| General Administration Services: | | | | | |
| Data processing services | 6,379,420 | 3,199,149 | 3,179,534 | 4,628,144 | |
| Other general administration | 10,320,609 | 11,314,821 | 13,328,661 | 15,655,446 | |
| Plant Services | 15,938,668 | 17,935,452 | 20,267,113 | 22,980,287 | |
| Transfers of Indirect Costs | (572,776) | (396,989) | (284,804) | (327,630) | |
| Capital Outlay | 549,242 | 197,980 | 4,273,989 | 450,994 | |
| Intergovernmental Transfers | 2,322,496 | 2,847,184 | 2,173,973 | 2,333,913 | |
| Debt Service: | | | | | |
| Principal | 317,808 | 2,754,650 | -- | -- | |
| Interest | 94,297 | 92,829 | -- | -- | |
| Total Expenditures | 213,473,583 | 237,922,246 | 271,870,897 | 308,569,142 | |
| Excess of (Deficiency) of Revenues Over Expenditures | 27,725,093 | 38,368,935 | 57,799,376 | 5,751,359 | |
| **OTHER FINANCING SOURCES** | | | | | |
| Interfund Transfers in | -- | -- | -- | -- | |
| Interfund Transfers out | (1,000,000) | -- | -- | -- | |
| Total Other Financing Sources (uses) | (1,000,000) | -- | -- | -- | |
| Net Change in Fund Balance | 26,725,093 | -- | 57,799,376 | -- | |
| Fund Balance, July 1 | 17,539,224 | 44,264,317 | 83,396,683 | 141,196,059 | |
| Adjustment for Restatement | -- | 763,431 | -- | -- | |
| Fund Balance, July 1 Restated | 17,539,224 | 45,027,748 | -- | -- | |
| Fund Balance, June 30 | $44,264,317 | $83,396,683 | $141,196,059 | $146,947,418 | |

*Source: Oxnard School District.*

**District Budget and Interim Financial Reporting**

***Budgeting and Interim Reporting Procedures.*** State law requires school districts to maintain a balanced budget in each fiscal year. The State Department of Education imposes a uniform budgeting and accounting format for school districts.

Under current law, a school district governing board must adopt and file with the county superintendent of schools a tentative budget by July 1 in each fiscal year. The District is under the jurisdiction of the Ventura County Superintendent of Schools (the **"County Superintendent"**). The County Superintendent is separate from the County, and is not an official of the County.

The County Superintendent must review and approve or disapprove the budget no later than September 15. The County Superintendent is required to examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Trustees and identify technical corrections necessary to bring the budget into compliance with the established standards. If the budget is disapproved, it is returned to the District with recommendations for revision. The District is then required to revise the budget, hold a public hearing thereon, adopt the revised budget and file it with the County Superintendent no later than September 8. Pursuant to State law, the County Superintendent has available various remedies by which to impose and enforce a budget that complies with State criteria, depending on the circumstances, if a budget is disapproved. After approval of an adopted budget, the school district's administration may submit budget revisions for governing board approval.

Subsequent to approval, the County Superintendent will monitor each district under its jurisdiction throughout the fiscal year pursuant to its adopted budget to determine on an ongoing basis if the district can meet its current or subsequent year financial obligations. If the County Superintendent determines that a district cannot meet its current or subsequent year obligations, the County Superintendent will notify the district's governing board of the determination and may then do either or both of the following: (a) assign a fiscal advisor to enable the district to meet those obligations or (b) if a study and recommendations are made and a district fails to take appropriate action to meet its financial obligations, the County Superintendent will so notify the State Superintendent of Public Instruction, and then may do any or all of the following for the remainder of the fiscal year: (i) request additional information regarding the district's budget and operations; (ii) after also consulting with the district's board, develop and impose revisions to the budget that will enable the district to meet its financial obligations; and (iii) stay or rescind any action inconsistent with such revisions. However, the County Superintendent may not abrogate any provision of a collective bargaining agreement that was entered into prior to the date upon which the County Superintendent assumed authority.

A State law adopted in 1991 (**"A.B. 1200"**) imposed additional financial reporting requirements on school districts, and established guidelines for emergency State aid apportionments. Under the provisions of A.B. 1200, each school district is required to file interim certifications with the County Superintendent (on December 15, for the period ended October 31, and by mid-March for the period ended January 31) as to its ability to meet its financial obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the subsequent fiscal year. The County Superintendent reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and the subsequent two fiscal years. A negative certification is assigned to any school district that is deemed unable to meet its financial obligations for the remainder of the current fiscal year or the subsequent fiscal year. A

qualified certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or the two subsequent fiscal years.

Under State law, any school district and office of education that has a qualified or negative certification in any fiscal year may not issue, in that fiscal year or in the next succeeding fiscal year, certificates of participation, tax anticipation notes, revenue bonds or any other debt instruments that do not require the approval of the voters of the district, unless the applicable county superintendent of schools determines that the district's repayment of indebtedness is probable.

***District's Budget Approval/Disapproval and Certification History.*** Each of the District's interim reports in the previous five fiscal years have been certified as positive. Copies of the District's budget, interim reports and certifications may be obtained upon request from the District Office at Oxnard School District, 1051 South A Street, Oxnard, California 93030.

***General Fund for Fiscal Year 2025-26 (Adopted Budget and First Interim Projections)***. The following table shows a summary of the general fund for fiscal year 2025-26 (adopted budget and first interim projections).

**GENERAL FUND REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE[(1)]**
**Fiscal Year 2025-26 (Adopted Budget and First Interim Projections)**
**Oxnard School District**

| | Adopted Budget 2025-26 | First Interim Projections |
|---|---|---|
| **Revenues** | | |
| LCFF Sources | $193,481,588 | $194,864,607 |
| Federal revenues | 12,157,687 | 17,567,655 |
| Other state revenues | 39,227,548 | 47,157,475 |
| Other local revenues | 23,502,381 | 23,936,779 |
| Total Revenues | 268,369,204 | 283,526,516 |
| **Expenditures** | | |
| Certificated Salaries | 113,070,399 | 115,564,097 |
| Classified Salaries | 50,807,845 | 51,900,751 |
| Employee Benefits | 68,259,497 | 69,742,625 |
| Books and Supplies | 14,367,976 | 15,032,154 |
| Services and Other Operating Expenditures | 57,342,576 | 69,042,522 |
| Capital Outlay | 777,320 | 7,950,309 |
| Other Outgo (excl. transfers of Ind. Costs) | 2,729,296 | 2,747,714 |
| Other Outgo-Transfers of Indirect Costs | (289,801) | (421,168) |
| Total Expenditures | 307,065,108 | 331,559,004 |
| Excess of Revenues Over/(Under) Expenditures | (38,695,904) | (48,032,488) |
| **Other Financing Sources (Uses)** | | |
| Interfund Transfers In | -- | -- |
| Interfund Transfers Out | -- | -- |
| Other Sources/Uses | -- | -- |
| Total Other Financing Sources (Uses) | -- | -- |
| Net Change in Fund Balance | (38,695,904) | (48,032,488) |
| Fund Balance, July 1 | 114,736,424 | 114,736,423 |
| Fund Balance, June 30* | $76,040,520 | $66,703,935 |

(1) Budget documents do not account for reserves held outside of the general fund, which reserves are included in the audited financial statements for the District's general fund summarized in the preceding table.
*Totals may not foot due to rounding.
*Source: Oxnard School District.*

***District Reserves***. The District's ending fund balance is the accumulation of surpluses from prior years. This fund balance is used to meet the State's minimum required reserve of 3% of expenditures, plus any other allocation or reserve which might be approved as an expenditure by the District in the future. The District maintains an unrestricted reserve which meets the State's minimum requirements.

Under State law (Education Code Section 42127.01), there are certain restrictions on the amount of reserves that can be maintained by school districts under certain circumstances. This reserve cap requirement does not apply to small school districts (ADA of fewer than 2,501 students) or school districts funded as Basic Aid school districts. When applicable, the reserve cap requires that a school district's adopted or revised budget shall not contain a combined

assigned or unassigned ending general fund balance of more than 10% of those funds. The applicability of the reserve cap is based on the balance in the State's Public School System Stabilization Account and is triggered in a fiscal year when the balance is equal to or exceeds 3% of the combined total of general fund revenues appropriated for school districts. A county superintendent of schools may grant a school district under its jurisdiction an exemption from the requirements for up to two consecutive fiscal years within a three-year period if the school district provides documentation indicating that extraordinary fiscal circumstances, including, but not limited to, multiyear infrastructure or technology projects, substantiate the need for a combined assigned or unassigned ending general fund balance that is in excess of the reserve cap.

The reserve cap was triggered in fiscal years 2022-23 and 2023-24 but was not triggered for fiscal year 2024-25 and has not been triggered in fiscal year 2025-26.

**Attendance - LCFF Funding**

Funding Trends per ADA. As previously described, prior to fiscal year 2013-14, school districts in the State derived most State funding based on a formula which considered a revenue limit per unit of ADA. With the implementation of the LCFF, commencing in fiscal year 2013-14, school districts receive base funding based on ADA, and may also be entitled to supplemental funding, concentration grants and funding based on an economic recovery target. The following table sets forth total LCFF funding and ADA for the District in recent years.

**AVERAGE DAILY ATTENDANCE AND FUNDING TRENDS**
**Oxnard School District**
**Fiscal Years 2020-21 through 2025-26**

| Fiscal Year | ADA | Total LCFF Funding |
|---|---|---|
| 2020-21 | 15,194 | $167,476,463 |
| 2021-22 | 15,185 | 184,638,135 |
| 2022-23 | 13,167 | 198,164,710 |
| 2023-24 | 12,594 | 208,304,617 |
| 2024-25(1) | 13,158 | 194,811,141 |
| 2025-26(1) | 12,565 | 193,481,588 |

(1) Unaudited actuals and first interim.
*Source: California Department of Education; Oxnard School District.*

Unduplicated Pupil Count. The District has a Target Student unduplicated count of approximately 91% (including dependent charter school students). Because this percentage is over 55%, the District qualifies for both supplemental funding and concentration funding under LCFF. It is unknown if the federal government's recent enforcement of immigration policies might have an impact on enrollment and attendance, and District funding under LCFF.

**Revenue Sources**

The District categorizes its general fund revenues into four sources, being LCFF, Federal Revenues, Other State Revenues and Local Revenues. Each of these revenue sources is described below.

***LCFF Sources.*** District funding is provided by a mix of (1) local property taxes and (2) State apportionments of funding under the LCFF. Generally, the State apportionments will

amount to the difference between the District's LCFF funding entitlement and its local property tax revenues.

Beginning in 1978-79, Proposition 13 and its implementing legislation provided for each county to levy (except for levies to support prior voter-approved indebtedness) and collect all property taxes, and prescribed how levies on county-wide property values are to be shared with local taxing entities within each county.

The principal component of local revenues is the school district's property tax revenues, i.e., the district's share of the local 1% property tax, received pursuant to Sections 75 and following and Sections 95 and following of the California Revenue and Taxation Code. Education Code Section 42238(h) itemizes the local revenues that are counted towards the base revenue limit before calculating how much the State must provide in equalization aid. Historically, the more local property taxes a district received, the less State equalization aid it is entitled to.

***Federal Revenues*.** The federal government currently provides funding for several District programs, including special education programs, programs under Every Student Succeeds, the Individuals with Disabilities Education Act, and specialized programs such as Drug Free Schools. The District cannot predict if there will be suspensions, modifications, or eliminations to these funding sources.

In January 2025, the federal government announced possible cuts to federal funding for educational agencies. President Trump has also signed an executive order aimed at terminating the United States Department of Education. In a move which some pundits claim effectively terminates the United States Department of Education, the Supreme Court granted the Trump administration's request to temporarily pause an order by a lower federal judge that would have required the Department of Education to reinstate nearly 1,400 employees who were fired by President Trump's executive order. Furthermore, on July 1, 2025, President Trump announced that it would withhold $6.2 billion in grants already allocated to school districts to support English learners, $811 million of which was allocated for California schools. However, subsequently in late July 2025, the federal administration announced it was releasing roughly $1.3 billion in grant money for schools, of which approximately $158 million was for California schools. The District continues to monitor the situation. Other than what is described in the foregoing sentences, the District cannot predict the types of possible federal funding cuts that may occur, the extent of such cuts, if any, and the impact on the District's finances or operations as a result of a termination of the Department of Education.

***Other State Revenues*.** As discussed above, the District receives State apportionment of basic and equalization aid in an amount equal to the difference between the District's revenue limit and its property tax revenues. In addition to such apportionment revenue, the District receives other State revenues.

The District receives State aid from the California State Lottery (the "**Lottery**"), which was established by a constitutional amendment approved in the November 1984 general election. Lottery revenues must be used for the education of students and cannot be used for non-instructional purposes such as real property acquisition, facility construction, or the financing of research. Moreover, State Proposition 20 approved in March 2000 requires that 50% of the increase in Lottery revenues over 1997-98 levels must be restricted to use on instruction material.

For additional discussion of State aid to school districts, see "STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS."

***Other Local Revenues*.** In addition to local property taxes, the District receives additional local revenues from items such as interest earnings and other local sources such as developer fees.

**District Retirement Systems**

Qualified employees of the District are covered under multiple-employer defined benefit pension plans maintained by agencies of the State. Certificated employees are members of the State Teachers' Retirement System ("**STRS**") and classified employees are members of the Public Employees' Retirement System ("**PERS**"). Both STRS and PERS are operated on a Statewide basis. *The information set forth below regarding the STRS and PERS programs, other than the information provided by the District regarding its annual contributions thereto, has been obtained from publicly available sources which are believed to be reliable but are not guaranteed as to accuracy or completeness, and should not be construed as a representation by either the District or the Underwriter.*

***STRS***. All full-time certificated employees participate in STRS, a cost-sharing, multiple-employer contributory public employee retirement system. The plan provides retirement and disability benefits and survivor benefits to beneficiaries. The plan is funded through a combination of investment earnings and statutorily set contributions from three sources: employees, employers, and the State. The benefit provisions and contribution amounts are established by State laws, as amended from time to time.

Prior to fiscal year 2014-15, contribution rates were constant and not subject to annual variations. K-14 school districts were required by statute to contribute 8.25% of eligible salary expenditures, and participants contributed 8% of their respective salaries. In September 2013, however, STRS projected that the plan would be depleted in 31 years if existing contribution rates continued and other actuarial assumptions were realized, largely due to significant investment losses.

Assembly Bill 1469 was adopted as part of the State's fiscal year 2014-15 budget (**"AB 1469"**), aimed at fully funding the unfunded actuarial obligation of STRS with respect to service credited to member of STRS prior to July 1, 2014, within 32 years, by increasing contribution rates of members, K-14 school district employers, and the State. Under AB 1469, employer contributions were proposed to steadily increase over seven years. However, several modifications to the schedule were undertaken in connection with State budgets. Contribution rates for the most recent five years are summarized in the following table:

**STRS EMPLOYER CONTRIBUTION RATES**
**Effective Dates of July 1, 2022 through July 1, 2025**

| Effective Date | Employer Contribution Rate |
|---|---|
| July 1, 2022 | 19.10% |
| July 1, 2023 | 19.10 |
| July 1, 2024 | 19.10 |
| July 1, 2025 | 19.10 |

*Source: STRS.*

The State also continues to contribute to STRS, and its contribution rate in fiscal year 2025-26 is 8.328%.

The District's recent contributions to STRS including the current budgeted fiscal year are set forth in the following table. These contributions represent 100% of the required contribution for each year.

**STRS Contributions**
**Oxnard School District**
**Fiscal Years 2021-22 through 2025-26**

| Fiscal Year | Amount* |
|---|---|
| 2021-22 | $13,164,174 |
| 2022-23 | 14,836,767 |
| 2023-24 | 20,026,956 |
| 2024-25(1) | 30,176,246 |
| 2025-26(1) | 20,739,825 |

*Increases attributed to increase in contribution rates and modified accounting reporting requirements, which include reporting the District's proportionate share of the plan's net pension liability and recognizing on-behalf STRS contributions in governmental funds.
(1) Unaudited actual and first interim. **[[To update with 2025 Audit]]**
*Source: Oxnard School District.*

The STRS defined benefit program continues to have an unfunded actuarial liability estimated at approximately $88.7 billion, based on a market value of assets basis, as of June 30, 2024, which is the date of the last actuarial valuation.

***PERS***. All full-time and some part-time classified employees participate in PERS, an agent multiple-employer contributory public employee retirement system that acts as a common investment and administrative agent for participating public entities within the State. PERS provides retirement, disability, and death benefits to plan members and beneficiaries. The District is part of a cost-sharing pool within PERS known as the "Schools Pool." Benefit provisions are established by State statutes, as legislatively amended. Contributions to PERS are made by employers and employees. Each fiscal year, employers are required to contribute an amount based on an actuarially determined employer rate, and employees make contributions which vary based on their date of hire.

Like the STRS program, the PERS program has experienced an unfunded liability in recent years. To address this issue, the PERS board has taken a number of actions, including changes to the PERS amortization and smoothing policy intended to reduce volatility in employer contribution rates and adopting changes in actuarial assumptions. In November 2015, PERS adopted a funding risk mitigation policy incrementally lowering its discount rate (its assumed rate of investment return) in years of good investment returns, to help pay down the pension fund's unfunded liability, and provide greater predictability and less volatility in contribution rates for employers. SB 90, and Assembly Bill 84/Senate Bill 111 (**"AB 84"**) of June 2020, directed contributions of $430 million and $330 million in satisfaction of portions of employer contribution rates in fiscal years 2020-21 and 2021-22, respectively. Recent employer contribution rates are set forth in the following table.

**EMPLOYER CONTRIBUTION RATES (PERS)**
**Fiscal Years 2021-22 through 2025-26[(1)]**

| Fiscal Year | Employer Contribution Rate[(1)] |
|---|---|
| 2021-22 | 22.910% |
| 2022-23 | 25.370 |
| 2023-24 | 26.680 |
| 2024-25 | 27.050 |
| 2025-26 | 26.810 |

(1) Expressed as a percentage of covered payroll.
*Source: PERS.*

The District's employer contributions to PERS for recent fiscal years are set forth in the following table.

**PERS Contributions**
**Oxnard School District**
**Fiscal Years 2021-22 through 2025-26**

| Fiscal Year | Amount |
|---|---|
| 2021-22 | $7,279,964 |
| 2022-23 | 8,254,173 |
| 2023-24 | 13,652,570 |
| 2024-25[(1)] | 13,450,780 |
| 2025-26[(1)] | 15,233,651 |

(1) Unaudited actuals and first interim. **[[To update with 2025 Audit]]**
*Source: Oxnard School District.*

PERS continues to have an unfunded liability which, on a market value of assets basis, was approximately $40.8 billion, based on a market value of assets, as of June 30, 2024, which is the date of the last actuarial valuation.

***California Public Employees' Pension Reform Act of 2013.*** On September 12, 2012, the Governor signed into law the California Public Employees' Pension Reform Act of 2013 ("**PEPRA**"), which impacted various aspects of public retirement systems in the State, including the STRS and PERS programs. In general, PEPRA (i) increased the retirement age for public employees depending on job function, (ii) capped the annual pension benefit payouts for public employees hired after January 1, 2013, (iii) required public employees hired after January 1, 2013 to pay at least 50% of the costs of their pension benefits (as described in more detail below), (iv) required final compensation for public employees hired after January 1, 2013 to be determined based on the highest average annual pensionable compensation earned over a period of at least 36 consecutive months, and (v) attempted to address other perceived abuses in the public retirement systems in the State. PEPRA applies to all public employee retirement systems in the State, *except* the retirement systems of the University of California, and charter cities and charter counties whose pension plans are not governed by State law. PEPRA's provisions went into effect on January 1, 2013 with respect to new State, school, and city and local agency employees hired on or after that date; existing employees who are members of employee associations, including employee associations of the District, have a five-year window to negotiate compliance with PEPRA through collective bargaining.

PERS has predicted that the impact of PEPRA on employees and employers, including the District and other employers in the PERS system, will vary, based on each employer's current level of benefits. As a result of the implementation of PEPRA, new members must pay at least 50% of the normal costs of the plan, which can fluctuate from year to year. To the extent that the new formulas lower retirement benefits, employer contribution rates could decrease over time as current employees retire and employees subject to the new formulas make up a larger percentage of the workforce. This change would, in some circumstances, result in a lower retirement benefit for employees than they currently earn.

With respect to the STRS pension program, employees hired after January 1, 2013 will pay the greater of either (1) fifty percent of the normal cost of their retirement plan, rounded to the nearest one-quarter percent, or (2) the contribution rate paid by then-current members (i.e., employees in the STRS plan as of January 1, 2013). The member contribution rate could be increased from this level through collective bargaining or may be adjusted based on other factors. Employers will pay at least the normal cost rate, after subtracting the member's contribution.

The District is unable to predict the amount of future contributions it will have to make to PERS and STRS as a result of the implementation of PEPRA, and as a result of negotiations with its employee associations, or, notwithstanding the adoption of PEPRA, resulting from any legislative changes regarding the PERS and STRS employer contributions that may be adopted in the future.

***Additional Information.*** Additional information regarding the District's retirement programs is available in Note 9 to the District's audited financial statements attached hereto as APPENDIX A. In addition, both STRS and PERS issue separate comprehensive financial reports that include financial statements and required supplemental information. Copies of such reports may be obtained from STRS and PERS, respectively, as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; and (ii) PERS, 400 Q Street, Sacramento, California 95811. More information regarding STRS and PERS can also be obtained at their websites, www.calstrs.com and www.calpers.ca.gov, respectively. *The references to these Internet websites are shown for reference and convenience only and the information contained on such websites is not incorporated by reference into this Official Statement. The information contained on these websites may not be current and has not been reviewed by the District or the Underwriter for accuracy or completeness.*

**Other Post-Employment Retirement Benefits**

***[[To be updated with 2024-25 Audit when available.]]***

***The Plan Generally.*** The Oxnard School District Employee Health and Welfare Benefits Trust (the "**Trust**") administers the Oxnard School District Retiree Benefits Plan (the "**Plan**"), a single-employer defined benefit plan that is used to provide postemployment benefits other than pensions ("**OPEB**") for all permanent full-time certificated and classified employees of the District. [The operation and administration of the Trust is the joint responsibility of a Board of three (3) Trustees appointed by the District and designated in writing. The Trustees consist of: (1) the District's Assistant Superintendent of Business and Fiscal Services, (2) one member of the District's governing board, and (3) one retiree, appointed by the District's Board of Trustees.] As of the most recent audit 2023-24 consisted of 230 retirees and beneficiaries receiving benefits and 1,010 active plan members. [Those hired on or after January 1, 2012 are not qualified to receive retiree health benefits.]

***Benefits Provided.*** The Plan provides medical, dental, and vision benefits for retirees. Benefits are provided through a third-party insurer, and the full cost of benefits is covered by the plan. Article 4 of the Trust By-Laws grants the authority to establish and amend the benefit terms to the Trust Board.

***Actuarial Assumptions and Other Inputs.*** The District's total OPEB liability of $90,137,292 was measured as of June 30, 2024 and was determined by an actuarial valuation as of June 30, 2023 using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified: inflation 2.50% per year, salary increases 2.75% per year, and healthcare cost trend rates 4.00% per year. The discount rate used to measure the total OPEB liability was 3.93%. The projection of cash flows used to determine the discount rate assumed that District contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability. The discount rate in the prior valuation was 3.65%.

***Changes in OPEB Liability of the District.*** The changes in OPEB liability of the District as of June 30, 2024, as summarized in the District's audited financial statement for fiscal year 2023-24, is shown in the following table:

**CHANGES IN TOTAL OPEB LIABILITY**
**Oxnard School District**
**July 1, 2023 to June 30, 2024**

| | Total OPEB Liability | Fiduciary Net Position | Net OPEB Liability |
|---|---|---|---|
| **Balance at July 1, 2023** | **$88,857,574** | **$8,592,070** | **$80,265,504** |
| Service cost | $3,561,434 | -- | $3,561,434 |
| Interest | 3,249,162 | -- | 3,249,162 |
| Difference: Expected/Actual experience | (237,990) | -- | (237,990) |
| Employer contributions | -- | 2,724,658 | (2,724,658) |
| Net investment income | -- | 308,543 | (308,543) |
| Benefit payments | (3,002,310) | (3,002,310) | -- |
| Administrative expenses | -- | (90,471) | 90,471 |
| Changes of assumptions | (2,290,578) | -- | (2,290,578) |
| **Net changes** | **1,279,718** | **(59,580)** | **1,339,298** |
| Balance at June 30, 2024 | $90,137,292 | $8,532,490 | $81,604,802 |

*Source: Oxnard School District.*

***OPEB Expense.*** For the year ended June 30, 2024, the District recognized an OPEB expense of $3,981,360.

For more information regarding the District's OPEB and assumptions used in its most recent actuarial study, see Note 8 of Appendix A to the Official Statement.

## Existing Debt Obligations

In addition to the District's ongoing obligations with respect to retirement plans and OPEB described above, the District has outstanding general obligation bond indebtedness, as well as certificates of participation payable from the general fund, as summarized below.

***General Obligation Bonds.*** The District has received voter authorizations to issue general obligation bonds pursuant to the procedures available under California law and election held in the District. Currently, the District has general obligation bond indebtedness outstanding pursuant to its November 7, 2006 bond election, which authorized up to $64 million in general obligation bonds; its November 8, 2012 bond election, which authorized up to $90 million in general obligation bonds; its November 8, 2016 bond election, which authorized up to $142.5 million in general obligation bonds; and its November 8, 2022 bond election, which authorized up to $215 million in general obligation bonds. In addition, the District has multiple issues of refunding general obligation bonds outstanding. The following table summarizes the District's outstanding general obligation bonds.

**SUMMARY OF OUTSTANDING BONDED DEBT**
**Oxnard School District**

| Issue Date | Name of General Obligation Bond Issue | Original Principal Amount | Outstanding as of January 1, 2025 |
|---|---|---|---|
| 2006 Authorization- $64 million | | | |
| 07/11/2008 | 2006 Election, Series B | $31,997,467.10 | [to come] |
| 2012 Authorization- $90 million | | | |
| 12/27/2012 | 2012 Election, Series A | $18,390,000.00 | |
| 05/30/2013 | 2012 Election, Series B | 25,500,000.00 | |
| 11/05/2014 | 2012 Election, Series C | 15,750,000.00 | |
| 08/04/2015 | 2012 Election, Series D | 30,360,000.00 | |
| 2016 Authorization- $142.5 million | | | |
| 03/30/2017 | 2016 Election, Series A | $81,000,000.00 | |
| 03/29/2018 | 2016 Election, Series B | 13,996,625.90 | |
| 12/15/2020 | 2016 Election, Series C | 10,995,134.50 | |
| 2022 Authorization- $215 million | | | |
| 03/30/2023 | 2022 Election, Series A | 76,515,000.00 | |
| Refunding Bonds | | | |
| 07/02/2012 | 2012 Refunding Bonds | $12,240,000.00 | |
| 06/19/2014 | 2014 Refunding Bonds | 11,835,000.00 | |
| 05/06/2015 | 2015 Refunding Bonds | 14,305,000.00 | |
| 09/27/2016 | 2016 Refunding Bonds | 16,360,000.00 | |
| 12/05/2019 | 2019 Refunding Bonds | 27,215,000.00 | |
| 09/03/2020 | 2020 Refunding Bonds | 90,775,000.00 | |
| 06/22/2022 | 2022 Refunding Bonds* | 10,618,000.00 | |
| | | **TOTAL:** | |

*Private Placement.

***2016 Certificates of Participation.*** On April 7, 2016 the District issued $8,000,000 original principal amount of 2016 Certificates of Participation (the "**2016 Certificates**") pursuant to a lease agreement with the Public Property Financing Corporation of California for the purpose of financing the acquisition and improvement of real property to be used as educational facilities by the District. The 2016 Certificates were sold with an initial interest rate of 2.00% and a step-up interest rate of 5.00% commencing August 1, 2021. At June 30, 2025, the principal balance outstanding was $_____.

***Early Retirement Incentive.*** The District has established a supplemental early retirement incentive program (**"SERP"**) whereby certain qualified employees may retire early and receive a portion of their salary paid out as an annuity. The total future payments owing at June 30, 2025 was $_____.

***Compensated Absences.*** Total unpaid employee compensated absences as of June 30, 2025, amounted to $_____. This amount is included as part of long-term liabilities in the government-wide financial statements.

**Investment of District Funds**

In accordance with Government Code Section 53600 *et seq*., the Ventura County Treasurer manages funds deposited with it by the District. The County is required to invest such funds in accordance with California Government Code Sections 53601 *et seq*. In addition, counties are required to establish their own investment policies, which may impose limitations beyond those required by the Government Code. See APPENDIX G hereto for a copy of the County's investment policy and recent investment report.

**Effect of State Budget on Revenues**

Public school districts in the State are dependent on revenues from the State for a large portion of their operating budgets. School districts in the State generally receive the majority of their operating revenues from various State sources. The primary source of funding for school districts is LCFF funding, which is derived from a combination of State funds and local property taxes (see "—Education Funding Generally" above). State funds typically make up the majority of a district's LCFF funding. School districts also receive funding from the State for some specialized programs such as special education.

The availability of State funds for public education is a function of constitutional provisions affecting school district revenues and expenditures (see "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS" below), the condition of the State economy (which affects total revenue available to the State general fund), and the annual State budget process. The District cannot predict how education funding may further be changed in the future, or the state of the economy which in turn can impact the amounts of funds available from the State for education funding. See "STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS" below.

## STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS

*The information in this section concerning the State's budget or budgets has been compiled from publicly-available information provided by the State or the Legislative Analyst's Office (the **"LAO"**). Neither the District, the Underwriter nor the County is responsible for the information provided in this section.*

### State Budgeting for Education Generally

The State requires that from all State revenues there first shall be set apart the moneys to be applied for support of the public school system and public institutions of higher education. Public school districts in the State are dependent on revenues from the State for a large portion of their operating budgets. The primary source of funding for school districts are revenues under the LCFF, which are a combination of State funds and local property taxes (see "DISTRICT FINANCIAL INFORMATION - Education Funding Generally" above). State funds typically make up the majority of a district's LCFF allocation, although Basic Aid school districts derive most of their revenues from local property taxes. School districts also receive substantial funding from the State for various categorical programs.

The availability of State funds for public education is a function of constitutional provisions affecting school district revenues and expenditures (see "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS" below), the condition of the State economy (which affects total revenue available to the State's general fund), and the annual State budget process. Decreases in State revenues may significantly affect appropriations made by the legislature to school districts.

### The Budget Process

The State's fiscal year begins on July 1 and ends on June 30. The annual budget is proposed by the Governor by January 10 of each year for the next fiscal year (the "**Governor's Budget**"). Under State law, the annual proposed Governor's Budget cannot provide for projected expenditures in excess of projected revenues and balances available from prior fiscal years. Following the submission of the Governor's Budget, the Legislature takes up the proposal.

Under the State Constitution, money may be drawn from the State Treasury only through an appropriation made by law. The primary source of the annual expenditure authorizations is the Budget Act as approved by the Legislature and signed by the Governor. The Budget Act must be approved by a majority vote of each house of the Legislature. The Governor may reduce or eliminate specific line items in the Budget Act or any other appropriations bill without vetoing the entire bill. Such individual line-item vetoes are subject to override by a two-thirds majority vote of each house of the Legislature.

Appropriations also may be included in legislation other than the Budget Act. Bills containing appropriations (including for K-14 education) must be approved by a majority vote in each house of the Legislature, unless such appropriations require tax increases, in which case they must be approved by a two-thirds vote of each house of the Legislature and be signed by the Governor. Continuing appropriations, available without regard to fiscal year, may also be provided by statute or the State Constitution.

Funds necessary to meet an appropriation need not be in the State Treasury at the time such appropriation is enacted; revenues may be appropriated in anticipation of their receipt.

**Available Public Resources**

Certain information about the State budgeting process and the State budget is available through several State sources. Convenient sources of information include:

- www.treasurer.ca.gov: The California State Treasurer internet home page, under the link to "Bond Finance" and sub-heading "-Public Finance Division", includes links to recent State official statements and various State financial documents which includes information regarding State budgets and finances.

- www.dof.ca.gov: The California Department of Finance's (the **"DOF"**) internet home page, under the link to "California Budget", includes the text of proposed and adopted State Budgets.

- www.lao.ca.gov: The LAO's internet home page includes a link to "-The Budget" which includes analyses and commentary on fiscal outlooks.

*The above references to internet websites shown are shown for reference and convenience only. The information contained within the websites may include outdated information and has not been reviewed for accuracy by the District or the Underwriter. Such information is not incorporated herein by reference.*

**The 2025-26 State Budget**

***Overview of 2025-26 State Budget.*** On June 27, 2025, the Governor signed the fiscal year 2025-26 State Budget (the "**2025-26 State Budget**"). Despite continued uncertainty driven by recent federal policy changes, including broad-based tariffs that have slowed economic growth, the 2025-26 State Budget outlines a balanced fiscal plan while maintaining significant reserves.

The 2025-26 State Budget reflects a decrease of $11.0 billion in General Fund revenues from 2024-25 ($215.7 billion in 2025-26 compared to $226.7 billion in 2024-25) primarily due to projected decreases in corporation and personal income tax collections. The 2025-26 State Budget reflects a decrease in General Fund expenditures of $5.2 billion from 2024-25 ($228,366 billion in 2025-26 compared to $233.5 billion in 2024-25) primarily reflecting broad spending decreases for all major spending categories with the exception of expenditures for health and human services, which sees a significant funding increase driven by the expansion of Medi-Cal.

Regarding the State's reserves and fund balances, the 2025-26 State Budget continues the drawing down of the State's Budget Stabilization account that began in fiscal year 2024-25 with a withdrawal of $7.1 billion and completes the drawdown of the Public School System Stabilization Account with a withdrawal of the remaining $0.4 billion.

The 2025-26 State Budget projects an $11.8 billion General Fund shortfall after accounting for reserves drawdowns, driven by rising costs due to growth in Medi-Cal and other core State programs. The 2025-26 State Budget addresses the shortfall primarily through spending reductions and structural reforms, while maintaining support for key programs. The specific solutions used to close the budget gap include the following:

- *Medi-Cal Enrollment Freeze* - $77.9 million reduction in fiscal year 2025-26, increasing to $3.3 billion by fiscal year 2028-29.

- *Medi-Cal Premium Collection For Certain Adults* – Initial cost of $30 million in fiscal year 2026-27, shifting to $675 million in savings in fiscal year 2028-29 due to collection of Medi-Cal premiums from undocumented adults.

- *Medi-Cal Asset Limit Implementation* – $61.3 million in fiscal year 2025-26, rising to $827.4 million by fiscal year 2028-29.

- *Programmatic Reductions* – Reductions in rural health clinics, specialty drug coverage, and pharmacy rebates totaling over $3.5 billion by fiscal year 2028-29.

- *Ongoing Reductions* – $221.7 million annually beginning in fiscal year 2026-27 for Quality Incentive Payment Program changes.

The 2025-26 State Budget raises an estimated $7.8 billion in additional resources, including $1.3 billion from Medi-Cal rate increase in fiscal year 2025-26, $4.4 billion in loans from the Medical Providers Interim Payment Fund, $1.5 billion in loans from additional special funds and interfund borrowing, and a $7.1 billion withdrawal from the Budget Stabilization Account, as authorized by the prior fiscal year.

Additional balancing measures comprise $1.2 billion in funding shifts primarily related to the costs of CalFIRE operations moving from the General Fund to the Greenhouse Reduction Fund for Forestry and Fire Protection. The 2025-26 State Budget also makes two future commitments (subject to appropriation) totaling $457.1 million in fiscal year 2027-28, growing to $163.2 million in fiscal year 2028-29, for California Food Assistance Program expansion and $338.9 million in fiscal year 2027-28, growing to $522.1 million in fiscal year 2028-29, for payment to the State's foster care tiered rate structure.

The 2025-26 State Budget projects total resources available in fiscal year 2024-25 of approximately $268.7 billion, including revenues and transfers of approximately $226.7 billion and a prior year balance of approximately $42.0 billion, and total expenditures in fiscal year 2024-25 of approximately $233.6 billion. The 2025-26 State Budget projects total resources available for fiscal year 2025-26 of approximately $250.9 billion, inclusive of revenues and transfers of approximately $215.7 billion and a prior year balance of approximately $35.1 billion. The 2025-26 State Budget projects total expenditures in fiscal year 2025-26 of approximately $228.4 billion, inclusive of non-Proposition 98 expenditures of approximately $147.6 billion and Proposition 98 expenditures of approximately $80.7 billion. The 2025-26 State Budget projects total reserve balances of $15.7 billion at the end of fiscal year 2025-26. This includes $11.2 billion in the State Rainy Day Fund, $4.5 billion in the State's SFEU, and $0 in the Proposition 98 Rainy Day Fund. The 2025-26 State Budget includes total funding of $137.6 billion for all K-12 education programs, including $80.5 billion from the State's general fund and $57.1 billion from other funds. The 2025-26 State Budget reflects significant Proposition 98 funding that enables increased support for core programs such as the LCFF, special education, transitional kindergarten, nutrition, and preschool.

Certain budgeted programs and adjustments for K-12 education set forth in the 2025-26 State Budget include:

Proposition 98 Minimum Guarantee. The 2025-26 State Budget reflects updated estimates of general fund revenues, which result in adjustments to the Proposition 98 minimum guarantee. The revised minimum guarantee for TK-14 schools is estimated at $98.5 billion for 2023-24, $119.9 billion for 2024-25, and $114.6 billion for 2025-26,

an increase of approximately $3.9 billion over the three-year period relative to the 2023-24 State Budget. Because the minimum guarantee for 2024-25 will not be finalized until the fiscal year is certified in calendar year 2026, the 2025-26 State Budget proactively appropriates the 2024-25 minimum guarantee at $118 billion, establishing a $1.9 billion "settle up" to avoid over-appropriation. The 2025-26 State Budget expresses intent to apply any realized settle-up funds toward reducing ongoing TK-14 deferrals and safeguarding core program funding for school districts and community colleges, including funding for growth and cost-of-living adjustments.

The minimum guarantee remains in a Test 2 for 2023-24, though suspended at $98.5 billion, and shifts to a Test 1 in both 2024-25 and 2025-26. In Test 1 years, the guarantee equals approximately 40 percent of general fund revenues, in addition to local property tax revenues. Under Proposition 98, this calculation is not adjusted for enrollment, which results in increased per-pupil funding. The guarantee is "rebenched" to reflect both the continued implementation of universal TK and property tax backfills resulting from the January 2025 wildfires in Los Angeles County. As a result, the applicable Test 1 percentage increases from 39.2 percent to 39.6 percent of general fund revenues.

Proposition 98 Rainy Day Fund. The 2025-26 State Budget maintains the full withdrawal of the $8.4 billion balance in the Proposition 98 Rainy Day Fund in fiscal year 2023-24. The May Revision to the 2024-25 State Budget Proposal, released on May 10, 2024, included a mandatory deposit of $540 million into the Rainy Day Fund. However, revised capital gains revenue projections reduce that deposit to $455 million in fiscal year 2024-25. A year-over-year decrease in the Proposition 98 minimum guarantee triggers a mandatory withdrawal of $455 million in fiscal year 2025-26, fully exhausting the remaining fund balance.

Proposition 98 Funding Split. In prior years, 10.93 percent of the general fund amounts rebenched into the Proposition 98 minimum guarantee for transitional kindergarten expansion were allocated to the community colleges budget, consistent with the statutory Proposition 98 funding split. Over the three-year budget window, this resulted in $492.4 million being directed to community colleges, leaving TK-12 schools without an equivalent amount to support transitional kindergarten expansion. Beginning in fiscal year 2025-26, the 2025-26 State Budget shifts the full amount of transitional kindergarten expansion funding ($232.9 million) to the TK-12 portion of the Proposition 98 budget.

Local Control Funding Formula. The 2025-26 State Budget includes a 2.3 percent cost-of-living adjustment to LCFF. Combined with population growth adjustments, this results in an additional $2.1 billion in discretionary funding for local educational agencies ("**LEAs**") relative to the 2024-25 State Budget. To fully fund LCFF costs in fiscal year 2025-26, the 2025-26 State Budget withdraws approximately $405.3 million from the Proposition 98 Rainy Day Fund.

Deferrals. The 2025-26 State Budget fully repays $246.6 million in TK-12 education deferrals from fiscal year 2024-25. However, in order to maintain principal apportionment levels in 2025-26, the 2025-26 State Budget defers $1.9 billion in LCFF funding from June 2026 to July 2026.

Universal Transitional Kindergarten. To support full implementation of universal transitional kindergarten by September 1, 2025, the 2025-26 State Budget provides $2.1

billion in ongoing Proposition 98 general fund resources, inclusive of all prior years' investments. An additional $1.2 billion in ongoing Proposition 98 general fund resources is included to reduce the average student-to-adult ratio from 12:1 to 10:1.

Before School, After School, and Summer School. To increase access to the Expanded Learning Opportunities Program, the 2025-26 State Budget provides $515.1 million in ongoing funds, broadening eligibility from LEAs with a 75 percent unduplicated pupil rate to those with a 55 percent rate. Additionally, $10.4 million is provided to increase the minimum grant per LEA from $50,000 to $100,000.

Literacy Instruction. The 2025-26 State Budget allocates $480 million to enhance literacy instruction aligned with the English Language Arts/English Language Development Framework for all students.

Teacher Professional Development and Preparation. To support teachers and strengthen the educator pipeline, the 2025-26 State Budget provides $300 million in one-time Proposition 98 general fund resources for a Student Teacher Stipend Program, which will offer grants to teacher candidates completing student teaching between 2026-27 and 2028-29. An additional $70 million of one-time Proposition 98 general fund resources supports teacher residency programs, and $30 million in one-time Proposition 98 general fund resources extends the National Board Certification Incentive Program to encourage placement of certified teachers in high-poverty schools.

Student Support and Professional Development Discretionary Block Grant. The 2025-26 State Budget provides $1.7 billion in one-time Proposition 98 general fund resources for the Student Support and Professional Development Discretionary Block Grant to assist LEAs with rising costs and advancing statewide priorities.

State Preschool Program. To enhance early childhood education, the 2025-26 State Budget includes approximately $19.3 million of Proposition 98 general fund resources and $10.2 million in non-Proposition 98 general fund resources for the California State Preschool Program. It further authorizes the Department of Education to expand State Preschool Program provider contracts for three-year-olds by 10 percent, implement prospective pay, and automate contract payments.

Other Significant Budget Adjustments. The 2025-26 State Budget includes $378.6 million in one-time Proposition 98 general fund resources for learning recovery initiatives through 2027-28, $150 million for career technical education and pathways programs pending legislation, and $145 to improve school meal infrastructure. An additional $10 million is allocated for school food service workforce requirement and $5 million for a study of ultra-processed foods offered in State school meals.

Further allocations include $30 million over three years for Special Olympics programs in Northern and Southern California; $30 million for the Mathematics Professional Learning Partnership; $21.9 million in ongoing funding for the SUN Bucks Program, which provides summer nutrition support; and $20 million to implement the Children and Youth Behavioral Health Initiative's all-payer fee schedule.

The 2025-26 State Budget also provides approximately $10 million for a pilot program, administered by the California Collaborative of Educational Excellence, to support middle and high school redesign and peer learning. Another $10 million to the California

Department of Education supports the development of a screener to identify multilingual learners in transitional kindergarten and authorizes the State Superintendent of Public Instruction to adopt a screening instrument for children ages 3-4 enrolled in transitional kindergarten classrooms. Finally, $7.5 million is available through the 2026-27 fiscal year to offset potential LCFF apportionment reductions caused by the recent exemption of transitional kindergarten students from the English language proficiency assessment.

For the full text of the 2025-26 State Budget, see the California Department of Finance website at www.dof.ca.gov or www.ebudget.ca.gov. *The references to these Internet websites are shown for reference and convenience only and the information contained on such websites is not incorporated by reference into this Official Statement. The information contained on these websites may not be current and has not been reviewed by the District or the Underwriter for accuracy or completeness.*

***LAO Analysis of the 2025-26 State Budget***. The LAO, a nonpartisan State office which provides fiscal and policy information and advice to the State legislature, released its report on the 2025-26 State Budget entitled "The 2025-26 Budget: Overview of the Spending Plan" on October 16, 2025 (the **"2025-26 State Budget Analysis"**). In the 2025-26 State Budget Analysis, the LAO assesses the budget shortfall that was addressed in the 2025-26 State Budget and analyzes the major proposals for K-14 education.

The LAO notes that the State faced a budget shortfall for the third year in a row requiring the State to adopt more ongoing solutions. The estimated budget shortfall was $15.0 billion, which was smaller compared to deficits of $55.0 billion in fiscal year 2024-25 and $27.0 billion in fiscal year 2023-24. The LAO notes that part of the reason the State continued to face a budget problem is that the underlying costs of State services continue to outpace the State's revenue collections. In particular, despite higher revenues in major taxes, about $4 billion of the budget problem results from new, discretionary General Fund spending in the budget package, as well as some budget actions adopted in a special session. The measures approved in the special session provided funding for (1) response and recovery costs related to the January 2025 Southern California wildfires and (2) activities to address federal government actions impacting the State.

The LAO notes that the 2025-26 State Budget uses various maneuvers to address the budget shortfall, including reserve withdrawals, spending reductions, revenue increases, and borrowing (for example, loaning money from other funds to the General Fund). However, the LAO indicates that the 2025-26 State Budget primarily relies on borrowing to close the gap, which accounts for $10.0 billion and approximately two-thirds of the total solutions. This borrowing increases the total outstanding budgetary borrowing from $12.0 billion to $22.0 billion. The LAO notes that this borrowing is similar to the measures used during the Great Recession of 2008. After borrowing, spending-related solutions, including both spending reductions and fund shifts, total $5.0 billion and represent nearly all of the remaining one-third of the total solutions. Revenue-related solutions, totaling about $300.0 million, represent the small remainder. The LAO notes that while the State is also making a $7.1 billion withdrawal from the State Rainy Day Fund (also known as the Budget Stabilization Account) in fiscal year 2025-26, this withdrawal was not reflected in the 2025-26 State Budget Analysis because it was authorized last year in the 2024-25 State Budget.

The LAO notes that while the 2025-26 State Budget partially addresses the State's multi-year deficits, it expects budget deficits to persist. Based on the State's June 2025 projections and assumptions, annual operating deficits are projected to range from roughly $15 billion to $25 billion throughout the outlook period (i.e., 2026-27 through 2028-29), which would need to be

addressed by the Legislature. The LAO notes, however, that these multi-year estimates are subject to considerable uncertainty and should be interpreted cautiously.

In summarizing the overall condition of the General Fund budget, the condition of the school and community college budget and State appropriations limits, as estimated by the administration, the LAO notes the following: (1) the State's reserves total nearly $16 billion at the end of fiscal year 2025-26, with the state reserve for schools and community colleges fully withdrawn by the end of fiscal year 2025-26; (2) the State expects revenues from major tax sources to grow 10.0% from fiscal year 2023-24 to fiscal year 2024-25, however the 2025-26 State Budget also projects revenues from said tax sources to decrease by 15.0% from fiscal year 2024-25 to fiscal year 2025-26; and (3) federal funding is expected to remain flat between 2024-25 and 2025-26 but the 2025-26 State Budget projections do not include any potential effects of House Resolution 1: One Big Beautiful Bill Act, which was signed by President Trump on July 4, 2025.

The LAO indicates that the 2025-26 State Budget reduces spending in fiscal year 2025-26 by deferring $2.3 billion in payments to fiscal year 2026-27, of which $1.9 billion pertains to schools. The State will implement this school funding deferral by shifting a portion of the June 2026 payment to July 2026. School districts and charter schools that can demonstrate the delay would make them unable to meet their financial obligations are exempt from the deferral. The remaining $408.0 million in deferrals pertain to community colleges, moving payments from May and June 2026 to July 2026. The purpose of these deferrals is to free up funding for additional one-time and ongoing spending that would otherwise exceed the available Proposition 98 funding in fiscal year 2025-26.

The foregoing is only a summary of certain provisions of the 2025-26 State Budget Analysis. For the full text, see the LAO website at www.lao.ca.gov. The *references to these Internet websites are shown for reference and convenience only and the* information *contained on* such *websites* is not incorporated by reference *into this Official Statement. The information contained on these websites may not be current and has not been reviewed by the District or the Underwriter for accuracy or completeness*.

***Disclaimer Regarding State Budgets.*** The execution of State budgets may be affected by numerous factors, including but not limited to: (i) shifts in costs from the federal government to the State, (ii) national, State and international economic conditions, (iii) litigation risks, (iv) rising health care costs and/or other unfunded liabilities, such as pension or OPEB, and (v) numerous other factors, all or any of which could cause the revenue and spending projections included in such budgets to be unattainable. The District cannot predict the impact that the 2025-26 State Budget or subsequent State budgets, or future changes (if any) in the budget due to shifts in the economy or other factors, will have on its own finances and operations. However, the Bonds described herein are secured by *ad valorem* property taxes levied and collected on taxable property in the District, without limit as to rate or amount, and are not secured by a pledge of revenues of the District or its general fund.

The State has not entered into any contractual commitments with the District, the County, the Underwriter or the Owners of the Bonds to provide State Budget information to the District or the owners of the Bonds. Although the sources of information provided herein are known to be reliable, neither the District nor the Underwriter assume any responsibility for the accuracy of the budget information set forth or referred to in this Official Statement or incorporated herein.

**Legal Challenges to State Funding of Education**

The application of Proposition 98 and other statutory provisions relating to education funding in the State has been the subject of various legal challenges in the past. The District cannot predict if or when there will be changes to education funding or legal challenges which may arise relating thereto, and how such events could impact the District and its finances.

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## CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

Principal of and interest on the Bonds are payable from the proceeds of an *ad valorem* property tax levied by the County for the payment thereof. Articles XIIIA, XIIIB, XIIIC, and XIIID of the State Constitution, Propositions 62, 98, 111 and 218, and certain other provisions of law discussed below, are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the District to levy taxes and spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the District to levy taxes for payment of the Bonds. The tax levied by the County for payment of the Bonds was approved by the District's voters in compliance with Article XIIIA and all applicable laws.

### Constitutionally Required Funding of Education

The State Constitution requires that from all State revenues, there shall be first set apart the moneys to be applied by the State for the support of the public school system and public institutions of higher education. School districts receive a significant portion of their funding from State appropriations. As a result, decreases and increases in State revenues can significantly affect appropriations made by the State Legislature to school districts.

### Article XIIIA of the California Constitution

***Basic Property Tax Levy.*** On June 6, 1978, voters in the State approved Proposition 13 ("**Proposition 13**"), which added Article XIIIA to the State Constitution ("**Article XIIIA**"). Article XIIIA limits the amount of any *ad valorem* property tax on real property to 1% of the full cash value thereof, except that additional *ad valorem* property taxes may be levied to pay debt service on (a) indebtedness approved by the voters prior to July 1, 1978, (b) (as a result of an amendment to Article XIIIA approved by State voters on June 3, 1986) bonded indebtedness for the acquisition or improvement of real property which has been approved on or after July 1, 1978 by two-thirds of the voters on such indebtedness, and (c) (as a result of an amendment to Article XIIIA approved by State voters on November 7, 2000) bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% of the voters of the District, but only if certain accountability measures are included in the proposition. Article XIIIA defines full cash value to mean "the county assessor's valuation of real property as shown on the 1975-76 tax bill under full cash value, or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership have occurred after the 1975 assessment". This full cash value may be increased at a rate not to exceed 2% per year to account for inflation.

Article XIIIA has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster and in other minor or technical ways.

***Legislation Implementing Article XIIIA.*** Legislation has been enacted and amended a number of times since 1978 to implement Article XIIIA. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the county and distributed according to a formula

among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years.

***Inflationary Adjustment of Assessed Valuation.*** As described above, the assessed value of a property may be increased at a rate not to exceed 2% per year to account for inflation. On December 27, 2001, the Orange County Superior Court, in *County of Orange v. Orange County Assessment Appeals Board No. 3*, held that where a home's taxable value did not increase for two years, due to a flat real estate market, the Orange County assessor violated the 2% inflation adjustment provision of Article XIIIA, when the assessor tried to "recapture" the tax value of the property by increasing its assessed value by 4% in a single year. The assessors in most counties in the State, including the County, use a similar methodology in raising the taxable values of property beyond 2% in a single year. The State Board of Equalization has approved this methodology for increasing assessed values. On appeal, the Appellate Court held that the trial court erred in ruling that assessments are always limited to no more than 2% of the previous year's assessment. On May 10, 2004, a petition for review was filed with the California Supreme Court. The petition has been denied by the California Supreme Court. As a result of this litigation, the "recapture" provision described above may continue to be employed in determining the full cash value of property for property tax purposes.

**Article XIIIB of the California Constitution**

Article XIIIB (**"Article XIIIB"**) of the State Constitution, as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county, school district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and in population and for transfers in the financial responsibility for providing services and for certain declared emergencies. For fiscal years beginning on or after July 1, 1990, the appropriations limit of each entity of government shall be the appropriations limit for the 1986-87 fiscal year adjusted for the changes made from that fiscal year under the provisions of Article XIIIB, as amended.

The appropriations of an entity of local government subject to Article XIIIB limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to the entity from (a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for debt service, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all qualified capital outlay projects as defined by the legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIIIB includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years. However, in the event that a school district's revenues exceed its spending limit, the District may in any fiscal year increase its appropriations limit to equal its spending by borrowing appropriations limit from the State.

Article XIIIB also includes a requirement that 50% of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund under Section 8.5 of Article XVI of the State Constitution.

**Unitary Property**

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions (**"unitary property"**). Under the State Constitution, such property is assessed by the State Board of Equalization (**"SBE"**) as part of a "going concern" rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the counties by SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

**Articles XIIIC and XIIID of the California Constitution**

On November 5, 1996, the voters of the State approved Proposition 218, popularly known as the "Right to Vote on Taxes Act." Proposition 218 added to the California Constitution Articles XIIIC and XIIID (respectively, **"Article XIIIC"** and **"Article XIIID"**), which contain a number of provisions affecting the ability of local agencies, including school districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the "Title and Summary" of Proposition 218 prepared by the California Attorney General, Proposition 218 limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Among other things, Article XIIIC establishes that every tax is either a "general tax" (imposed for general governmental purposes) or a "special tax" (imposed for specific purposes), prohibits special purpose government agencies such as school districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIIIC further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIIIA of the California Constitution and special taxes approved by a two-thirds vote under Article XIIIA, Section 4.

On November 2, 2010, Proposition 26 was approved by State voters, which amended Article XIIIC to expand the definition of "tax" to include "any levy, charge, or exaction of any kind imposed by a local government" except the following: (a) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or

granting the privilege; (b) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (c) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections , and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (d) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (e) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (f) a charge imposed as a condition of property development; and (g) assessments and property-related fees imposed in accordance with the provisions of Article XIIID. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Article XIIID deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIIIC or XIIID will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

While the provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District (thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District), the District does not believe that Proposition 218 will directly impact the property tax revenues available to pay debt service on the Bonds.

**Proposition 98**

On November 8, 1988, voters of the State approved Proposition 98, a combined initiative constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act" (the "**Accountability Act**"). Certain provisions of the Accountability Act have, however, been modified by Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changes State funding of public education below the university level and the operation of the State's appropriations limit. The Accountability Act guarantees State funding for K-12 school districts and community college districts (hereinafter referred to collectively as "K-14 school districts") at a level equal to the greater of (a) the same percentage of general fund revenues as the percentage appropriated to such districts in 1986-87, and (b) the amount actually appropriated to such districts from the general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the Legislature to suspend this formula for a one-year period.

The Accountability Act also changes how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount would, instead of being returned to taxpayers, be transferred to K-14 school districts. Any such transfer to K-14 school districts would be excluded from the appropriations limit for K-14 school districts and the K-14 school district appropriations limit for the next year would automatically be increased by the amount of such transfer. These additional moneys would enter the base funding calculation for K 14 school districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIIIB

surplus. The maximum amount of excess tax revenues which could be transferred to K 14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

**Proposition 111**

On June 5, 1990, the voters approved Proposition 111 (Senate Constitutional Amendment No. 1) called the "Traffic Congestion Relief and Spending Limit Act of 1990" (**"Proposition 111"**) which further modified Article XIIIB and Sections 8 and 8.5 of Article XVI of the State Constitution with respect to appropriations limitations and school funding priority and allocation.

The most significant provisions of Proposition 111 are summarized as follows:

***Annual Adjustments to Spending Limit***. The annual adjustments to the Article XIIIB spending limit were liberalized to be more closely linked to the rate of economic growth. Instead of being tied to the Consumer Price Index, the "change in the cost of living" is now measured by the change in *per capita* personal income of the State. The definition of "change in population" specifies that a portion of the State's spending limit is to be adjusted to reflect changes in school attendance.

***Treatment of Excess Tax Revenues***. "Excess" tax revenues with respect to Article XIIIB are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess are to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the schools' minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into the school districts' base expenditures for calculating their entitlement for State aid in the next year, and the State's appropriations limit is not to be increased by this amount.

***Exclusions from Spending Limit***. Two exceptions were added to the calculation of appropriations which are subject to the Article XIIIB spending limit. First, there are excluded all appropriations for "qualified capital outlay projects" as defined by the Legislature. Second, there are excluded any increases in gasoline taxes above the 1990 level (then nine cents per gallon), sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990. These latter provisions were necessary to make effective the transportation funding package approved by the Legislature and the Governor, which expected to raise over $15 billion in additional taxes from 1990 through 2000 to fund transportation programs.

***Recalculation of Appropriations Limit***. The Article XIIIB appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.

***School Funding Guarantee***. There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State general fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (a) 40.9% of State general fund revenues (the **"first test"**) or (b) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIIIB by reference to *per capita*

personal income) and enrollment (the **"second test"**). Under Proposition 111, schools will receive the greater of (a) the first test, (b) the second test, or (c) a third test, which will replace the second test in any year when growth in *per capita* State general fund revenues from the prior year is less than the annual growth in per capita personal income in the State (the **"third test"**). Under the third test, schools will receive the amount appropriated in the prior year adjusted for change in enrollment and *per capita* State general fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test will become a "credit" to schools which will be paid in future years when State general fund revenue growth exceeds personal income growth.

**Proposition 39**

On November 7, 2000, voters of the State approved an amendment (commonly known as **"Proposition 39"**) to the California Constitution. This amendment (a) allows school facilities bond measures to be approved by 55% (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1% limit in order to repay the bonds and (b) changes existing statutory law regarding charter school facilities. As adopted, the constitutional amendments may be changed only with another Statewide vote of the people. The statutory provisions could be changed by a majority vote of both houses of the Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by this proposition are K-12 school districts, community college districts, including the District, and county offices of education. As noted above, the California Constitution previously limited property taxes to 1% of the value of property. Prior to the approval of Proposition 39, property taxes could only exceed this limit to pay for (a) any local government debts approved by the voters prior to July 1, 1978 or (b) bonds to acquire or improve real property that receive two-thirds voter approval after July 1, 1978.

The 55% vote requirement authorized by Proposition 39 applies only if the local bond measure presented to the voters includes: (a) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (b) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size reduction, and information technology needs in developing the list; and (c) a requirement that the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 places certain limitations on local school bonds to be approved by 55% of the voters. These provisions require that the tax rate levied as the result of any single election be no more than $60 (for a unified school district), $30 (for an elementary school district or high school district), or $25 (for a community college district), per $100,000 of taxable property value. These requirements are not part of this proposition and can be changed with a majority vote of both houses of the Legislature and approval by the Governor.

The 2020A Bonds described in this Official Statement were authorized pursuant to the provisions of Proposition 39 and will be issued in compliance with Proposition 39 and its related legislation. The 2023 Refunding Bonds will refund bonds issued pursuant to the provisions of Proposition 39.

**Proposition 1A and Proposition 22**

On November 2, 2004, voters of the State approved Proposition 1A, which amended the State constitution to significantly reduce the State's authority over major local government

revenue sources. Under Proposition 1A, the State cannot (a) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (b) shift property taxes from local governments to schools or community colleges, (c) change how property tax revenues are shared among local governments without two-thirds approval of both houses of the State Legislature or (d) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Under Proposition 1A, beginning, in 2008-09, the State may shift to schools and community colleges a limited amount of local government property tax revenue if certain conditions are met, including: (a) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State, and (b) approval of the shift by the State Legislature with a two-thirds vote of both houses. Under such a shift, the State must repay local governments for their property tax losses, with interest, within three years. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amended the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, a constitutional initiative entitled the "Local Taxpayer, Public Safety, and Transportation Protection Act of 2010," approved on November 2, 2010, superseded many of the provision of Proposition 1A. This initiative amends the State constitution to prohibit the legislature from diverting or shifting revenues that are dedicated to funding services provided by local government or funds dedicated to transportation improvement projects and services. Under this proposition, the State is not allowed to take revenue derived from locally imposed taxes, such as hotel taxes, parcel taxes, utility taxes and sales taxes, and local public transit and transportation funds. Further, in the event that a local governmental agency sues the State alleging a violation of these provisions and wins, then the State must automatically appropriate the funds needed to pay that local government. This Proposition was intended to, among other things, stabilize local government revenue sources by restricting the State's control over local property taxes. Proposition 22 did not prevent the California State Legislature from dissolving State redevelopment agencies pursuant to AB 1X26, as confirmed by the decision of the California Supreme Court decision in *California Redevelopment Association v. Matosantos* (2011).

Because Proposition 22 reduces the State's authority to use or reallocate certain revenue sources, fees and taxes for State general fund purposes, the State will have to take other actions to balance its budget, such as reducing State spending or increasing State taxes, and school and college districts that receive Proposition 98 or other funding from the State will be more directly dependent upon the State's general fund.

**Proposition 30 and Proposition 55**

The Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment, also known as **"Proposition 30"**, temporarily increased the State Sales and Use Tax and personal income tax rates on higher incomes. Proposition 30 temporarily imposed an additional tax on all retailers, at the rate of 0.25% of gross receipts from the sale of all tangible personal property sold in the State from January 1, 2013 to December 31, 2016. Proposition 30 also imposed an additional excise tax on the storage, use, or other consumption in the State of tangible personal property purchased from a retailer on and after January 1, 2013 and before January 1, 2017. This excise tax was levied at a rate of 0.25% of the sales price of the property so purchased. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending December 31, 2018, Proposition 30 increases for such period the marginal personal

income tax rate by: (a) 1% for taxable income over $250,000 but less than $300,000 for single filers (over $340,000 but less than $408,000 for head of household filers and over $500,000 but less than $600,000 for joint filers), (b) 2% for taxable income over $300,000 but less than $500,000 for single filers (over $408,000 but less than $680,000 for head of household filers and over $600,000 but less than $1,000,000 for joint filers), and (c) 3% for taxable income over $500,000 for single filers (over $680,000 for head of household filers and over $1,000,000 for joint filers). Proposition 55 (described below) extended said increases to personal income rates through the end of 2030.

The revenues generated from the temporary tax increases will be included in the calculation of the Proposition 98 minimum funding guarantee for school districts and community college districts. See "Proposition 98" and "Proposition 111" above. From an accounting perspective, the revenues generated from the temporary tax increases will be deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the **"EPA"**). Pursuant to Proposition 30, funds in the EPA will be allocated quarterly, with 89% of such funds provided to school districts and 11% provided to community college districts. The funds will be distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than $200 per unit of ADA and no community college district will receive less than $100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys received from the EPA are spent, provided that, the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing boards are prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

The California Children's Education and Health Care Protection Act of 2016, also known as Proposition 55, was a proposed constitutional amendment initiative that was approved on the November 8, 2016 general election ballot in the State. Proposition 55 extends the increases to personal income tax rates for high-income taxpayers that were approved as part of Proposition 30 through the end of 2030, instead of the scheduled expiration date of December 31, 2018. The extensions did not apply to the sales tax and excise taxes imposed by Proposition 30. Tax revenue received under Proposition 55 is to be allocated 89% to K-12 schools and 11% to community colleges.

**California Senate Bill 222**

Senate Bill 222 (**"SB 222"**) was signed by the California Governor on July 13, 2015, and became effective on January 1, 2016. SB 222 amended Section 15251 of the California Education Code and added Section 52515 to the California Government Code to provide that voter approved general obligation bonds which are secured by *ad valorem* property tax collections are secured by a statutory lien on all revenues received pursuant to the levy and collection of the property tax imposed to service those bonds. Said lien shall attach automatically and is valid and binding from the time the bonds are executed and delivered. The lien is enforceable against the issuer, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any further act. The effect of SB 222 is the treatment of general obligation bonds, such as the Bonds, as secured debt in bankruptcy due to the existence of a statutory lien.

**Proposition 19**

On November 3, 2020, State voters approved Proposition 19, a legislatively referred constitutional amendment (**"Proposition 19"**), which amends Article XIIIA to (i) expand as of April 1, 2021 special rules that govern the transfer of a residential property's tax base value to a replacement residence for homeowners that are over the age of 55, severely disabled, or whose property has been impacted by wildfire or natural disaster, when they buy a different home anywhere within the State, (ii) narrows as of February 16, 2021 existing special rules for the valuation of inherited real property due to a transfer between family members, and (iii) allocates most resulting State revenues and savings (if any) to fire protection services and reimbursing local governments for taxation-related changes. The District cannot predict whether the implementation of Proposition 19 will increase, decrease or have no overall impact on the District's assessed values.

**Proposition 2 (2024)**

The Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair and Safety Bond Act of 2024, also known as "Proposition 2", was approved by State voters at the November 5, 2024 statewide election, and authorizes the sale and issuance of $10 billion in State general obligation bonds for the repair, upgrade and construction of facilities at K-12 public schools (including charter schools), community colleges and career technical education programs, including the improvement of health and safety conditions and classroom upgrades.

Proposition 2 includes $3.3 billion for the construction of new K-12 facilities and an additional $4 billion for the modernization of existing K-12 facilities. Up to 10% of the allocation for new constructions and modernization will be reserved for school districts with an enrollment of fewer than 2,501 students. Of the $4 billion assigned for modernization of existing K-12 facilities, up to $115 million will be allocated for the remediation of lead in water at school facilities. Generally, K-12 school districts will be required to pay for 50% of the new construction costs and 40% of the modernization costs with local revenues. However, some districts that have lower assessed property values and meet certain other socio-economic criteria will be required to pay as low as 45% and 35% of new construction costs and modernization costs, respectively. In addition, a total of $1.2 billion will be available for the modernization and new construction of charter school facilities ($600 million) and technical education facilities ($600 million). The State will award funds to technical education and charter school through an application process, and charter schools must be deemed financially sound before project approval.

**Future Initiatives**

Article XIIIA, Article XIIIB, Article XIIIC and Article XIIID of the California Constitution and Propositions 98, 22, 26, 30, 39 and 2 were each adopted as measures that qualified for the ballot under the State's initiative process. From time to time other initiative measures could be adopted further affecting District revenues or the District's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

## TAX MATTERS

***Federal Tax Status.*** In the opinion of Jones Hall LLP, San Mateo, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Notes is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") that must be satisfied subsequent to the issuance of the Notes in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The District has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Notes.

***Tax Treatment of Original Issue Discount and Premium***. If the initial offering price to the public (excluding Note houses and brokers) at which a Note is sold is less than the amount payable at maturity thereof, then such difference constitutes "**original issue discount**" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public (excluding Note houses and brokers) at which a Note is sold is greater than the amount payable at maturity thereof, then such difference constitutes "**original issue premium**" for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium is disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Note on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Notes to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Note. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Notes who purchase the Notes after the initial offering of a substantial amount of such maturity. Owners of such Notes should consult their own tax advisors with respect to the tax consequences of ownership of Notes with original issue discount, including the treatment of purchasers who do not purchase in the original offering to the public at the first price at which a substantial amount of such Notes is sold to the public.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the Note (said term being the shorter of the Note's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the Note for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a Note is amortized each year over the term to maturity of the Note on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized Note premium is not deductible for federal income tax purposes. Owners of premium Notes, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Notes.

***Other Tax Considerations***. Owners of the Notes should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Notes may have federal or state tax consequences other than as described above. Bond Counsel expresses no opinion regarding any federal or state tax consequences arising with respect to the Notes other than as expressly described above, including any federal tax consequences arising with respect to the ownership, sale or disposition of the Notes, or the amount, accrual or receipt of interest on the Notes.

Future legislation, if enacted into law, or clarification of the Tax Code may cause interest on the Notes to be subject to, directly or indirectly, federal income taxation, or otherwise prevent owners of the Notes from realizing the full current benefit of the tax status of such interest.

For example, various proposals have been made in Congress and by the President that, if enacted, would subject interest on bonds that is otherwise excludable from gross income for federal income tax purposes, including interest on the Notes, to a tax payable by certain bondholders that are individuals, estates or trusts with adjusted gross income in excess of certain specified thresholds.

The introduction or enactment of any such future legislation or clarification of the Tax Code may also affect the market price for, or marketability of, the Notes. Prospective purchasers of the Notes should consult their own tax advisors regarding any pending or proposed federal tax legislation, as to which Bond Counsel expresses no opinion.

***Form of Opinion***. A copy of the proposed form of opinion of Bond Counsel is attached hereto as APPENDIX C.

## CERTAIN LEGAL MATTERS

### Legality for Investment

Under provisions of the California Financial Code, the Notes are legal investments for commercial banks in California to the extent that the Notes, in the informed opinion of the bank, are prudent for the investment of funds of depositors, and under provisions of the California Government Code, the Notes are eligible to secure deposits of public moneys in California.

### Absence of Litigation

***[[Subject to 2026 Due Diligence Regarding Any Pending Lawsuits]]***

Absence of Pending or Threatened Litigation Relating to the Notes. No litigation is pending or threatened concerning the validity of the Notes, and a certificate to that effect will be furnished to purchasers at the time of the original delivery of the Notes. The District is not aware of any litigation pending or threatened that (i) questions the political existence of the District, (ii) contests the District's ability to issue the General Obligation Bonds or to receive *ad valorem* taxes or to collect other revenues or (iii) contests the District's ability to issue and retire the Notes.

Absence of Material Litigation. The District is subject to lawsuits and claims that arise in the regular course of operating the District. In the opinion of the District, the aggregate amount of the uninsured liabilities (if any) of the District under these lawsuits and claims will not materially affect the financial position or operations of the District. Assembly Bill 218 effective January 1, 2020 (**"AB 218"**), created a three year revival window for adult victims to file lawsuits based on

past sexual abuse, including abuse by educators or public-school staff. ***[[Identify if the District has any AB 218 Claims pending and analyze for materiality]]***.

**Compensation of Certain Professionals**

Payment of the fees and expenses of Bond Counsel, Disclosure Counsel, Underwriter's Counsel and CFW Advisory Services LLC, as municipal advisor to the District, is contingent upon issuance of the Notes.

An affiliate of the Municipal Advisor, Caldwell Flores Winters, Inc. **("Caldwell Flores Winters"**) is currently contracted with the District, as approved by the Board of Trustees under separate agreements, for the provision of program implementation services for facilities and educational programs and professional consultant services for procuring State aid grants for the modernization and construction of school facilities. Caldwell Flores Winters receives a monthly program implementation services fee based on the projected project costs for scheduled projects, which can include projects funded with the proceeds of the Notes. Caldwell Flores Winters has also previously provided and currently provides professional consultant services for the provision of planning services; these services may influence the amount and frequency of bonds or other obligations to be sold by the District.

## CYBERSECURITY RISKS

The District, like other public and private entities, relies on computer and other digital networks and systems to conduct its operations. The District's systems are generally managed by the County Office of Education. As a recipient and provider of personal, private or other electronic sensitive information, the District, or the County Office of Education, may be the subject of cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized remote access to systems for the purposes of misappropriating assets or information or causing operational disruption or damage, or demanding ransom for restored access to files or information.

***[[Subject to 25-26 Due Diligence]]*** The District has never had a major cyber breach that resulted in a financial loss. The District contracts with a third party to test and mange cyber defenses and policies for the District. Existing insurance coverage includes coverage for property including computer equipment and computer networks that may be rendered inoperable because of viruses or malware, which is included in the District's property coverage deductible (but excludes software recovery). A separate cyber policy is not yet available through the District's insurance provider. No assurance can be given that the District's current efforts to manage cyber threats and security will, in all cases, be successful. The District cannot predict what future cyber security events may occur, if any, with respect to it or the County Office of Education, and what impact said events could have on its operations or finances.

The District relies on other entities and service providers in the course of operating the District, including the County with respect to the levy and collection of *ad valorem* property taxes and its servers and systems for accounting and other matters, as well as other trustees, fiscal agents and dissemination agents. No assurance can be given that future cyber threats and attacks against other third party entities or service providers will not impact the District and the owners of the Bonds, including the possibility of impacting the timely payments of debt service on the Bonds or timely filings pursuant to the Continuing Disclosure Certificate.

## RATING

S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("**S&P**"), has assigned a rating of "__" to the Notes. The District has provided certain additional information and materials to S&P (some of which has been determined not to be material to making an investment decision in the Notes and does not appear in this Official Statement). Such rating reflects only the view of S&P and explanations of the significance of such rating may be obtained only from S&P. There is no assurance that any credit rating given to the Notes will be maintained for any period of time or that the rating may not be lowered or withdrawn entirely by S&P if, in S&P's judgment, circumstances so warrant. Any such downward revision or withdrawal of a rating may have an adverse effect on the market price of the Notes.

## UNDERWRITING

The Notes are being sold to Robert W. Baird & Co. Incorporated (the **"Underwriter"**), pursuant to a note purchase agreement for the Notes. The Underwriter has agreed to purchase the Notes at a price of $_____, which is equal to the initial denominational amount of the Notes of $_____ plus a net original issue premium of $_____, less Underwriter's discount of $_____. The Underwriter may offer and sell Notes to certain dealers and others at prices lower than the offering prices stated on the cover page hereof. The offering prices may be changed by the Underwriter.

The Underwriter may offer and sell Notes to certain dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed by the Underwriter.

The Underwriter and its respective affiliates are full-service financial institutions engaged in various activities that may include securities trading, commercial and investment banking, municipal advisory, brokerage, and asset management. In the ordinary course of business, the Underwriter and its respective affiliates may actively trade debt and, if applicable, equity securities (or related derivative securities) and provide financial instruments (which may include bank loans, credit support or interest rate swaps). The Underwriter and its respective affiliates may engage in transactions for their own accounts involving the securities and instruments made the subject of this securities offering or other offering of the District. The Underwriter and its respective affiliates may make a market in credit default swaps with respect to municipal securities in the future. The Underwriter and its respective affiliates may also communicate independent investment recommendations, market color or trading ideas and publish independent research views in respect of this securities offering or other offerings of the District.

## ADDITIONAL INFORMATION

The discussions herein about the District Resolution and the Continuing Disclosure Certificate are brief outlines of certain provisions thereof. Such outlines do not purport to be complete and for full and complete statements of such provisions reference is made to such documents. Copies of these documents mentioned are available from the Underwriter and following delivery of the Notes will be on file at the offices of the Paying Agent in Los Angeles, California.

References are also made herein to certain documents and reports relating to the District; such references are brief summaries and do not purport to be complete or definitive. Copies of such documents are available upon written request to the District.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or Owners of any of the Notes.

## EXECUTION

The execution and delivery of this Official Statement have been duly authorized by the District.

**OXNARD SCHOOL DISTRICT**

By:_____

Assistant Superintendent,
Business and Fiscal Services

# APPENDIX A

## AUDITED FINANCIAL STATEMENTS OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 2025

# APPENDIX B

## GENERAL INFORMATION ABOUT TO THE CITY OF OXNARD AND VENTURA COUNTY

*The following information concerning the City of Oxnard (the **"City"**) and Ventura County (the **"County"**) is included only for the purpose of supplying general information regarding the area of the District. The Bonds are not a debt of the City, the County, the State of California (the "**State**") or any of its political subdivisions (other than the District), and none of the City, the County, the State or any of its political subdivisions (other than the District) is liable therefor.*

### General

The City is the most southwesterly city in the continental United States, and is flanked by the Pacific Ocean and South San Diego Bay. The County is situated on the southern California Coast. The County overs an area of approximately 1,843 square miles and ranks 26th in size among the State's 58 counties. The County is bordered by the Pacific Ocean to the south and west, Santa Barbara County to the west, Kern County to the north, and Los Angeles County to the east. The County's major population centers are San Buenaventura (the County seat), the City, Thousand Oaks, Simi Valley, and Camarillo. All are within approximately 60 miles of downtown Los Angeles. Most of the northern half of the County is within the Los Padres National Forest. Mountain ranges created fertile valleys and broad alluvial basins, primarily in the southern half of the County. The high soil fertility and good drainage of the alluvial basins have helped the County become a leading agricultural producer.

### Population

The following table lists population estimates for the City, the County and the other major cities in the County as of January 1 each year for the last five calendar years.

**CITY OF OXNARD, VENTURA COUNTY AND STATE OF CALIFORNIA**
**Estimated Population**

| | 2021 | 2022 | 2023 | 2024 | 2025 |
|---|---|---|---|---|---|
| Camarillo | 70,708 | 69,931 | 69,582 | 69,467 | 68,927 |
| Fillmore | 16,740 | 16,515 | 17,007 | 17,095 | 17,035 |
| Moorpark | 36,107 | 35,407 | 35,252 | 35,023 | 34,754 |
| Ojai | 7,699 | 7,594 | 7,547 | 7,556 | 7,559 |
| **Oxnard** | **201,301** | **200,220** | **198,482** | **198,384** | **198,733** |
| Port Hueneme | 21,884 | 21,404 | 20,969 | 20,849 | 20,838 |
| San Buenaventura | 109,454 | 108,130 | 108,374 | 108,361 | 108,985 |
| Santa Paula | 30,961 | 31,124 | 31,514 | 31,511 | 31,658 |
| Simi Valley | 126,159 | 124,503 | 124,787 | 124,810 | 124,815 |
| Thousand Oaks | 126,434 | 124,622 | 123,617 | 123,372 | 122,468 |
| Balance of County | 93,283 | 93,433 | 92,144 | 91,755 | 93,233 |
| **Total County** | **840,730** | **832,883** | **829,275** | **828,183** | **829,005** |
| **State Total** | **39,369,530** | **39,179,680** | **39,228,444** | **39,420,663** | **39,529,101** |

*Source: State Department of Finance estimates (as of January 1).*

## Employment and Industry

The District is included in the Oxnard-Thousand Oaks-Ventura Metropolitan Statistical Area ("**MSA**"). The unemployment rate in the County was 5.1% in September 2025, down from a revised 5.3% in August 2025, and above the year-ago estimate of 4.6%. This compares with an unadjusted unemployment rate of 5.6% for the State and 4.3% for the nation during the same period.

The following table shows civilian labor force and wage and salary employment data for the Oxnard-Thousand Oaks-Ventura MSA, which is coterminous with the County and, therefore, includes the City, for the past five calendar years. These figures are area-wide statistics and may not necessarily accurately reflect employment trends in the City.

**OXNARD-THOUSAND OAKS-VENTURA MSA**
**(Ventura County)**
**Annual Average Civilian Labor Force, Employment and Unemployment, Unemployment by Industry**
**(March 2024 Benchmark)**

| | 2020 | 2021 | 2022 | 2023 | 2024 |
|---|---|---|---|---|---|
| Civilian Labor Force [1] | 410,400 | 407,500 | 412,400 | 416,900 | 420,800 |
| Employment | 374,700 | 382,200 | 397,000 | 399,600 | 401,400 |
| Unemployment | 35,700 | 25,300 | 15,400 | 17,400 | 19,400 |
| Unemployment Rate | 8.7% | 6.2% | 3.7% | 4.2% | 4.6% |
| **Wage and Salary Employment**: [2] | | | | | |
| Agriculture | 25,000 | 23,500 | 24,700 | 24,100 | 24,600 |
| Mining and Logging | 900 | 900 | 1,000 | 1,000 | 1,000 |
| Construction | 16,800 | 17,100 | 17,800 | 18,000 | 17,900 |
| Manufacturing | 25,800 | 26,500 | 27,300 | 27,100 | 27,500 |
| Wholesale Trade | 12,000 | 12,300 | 12,500 | 11,600 | 10,900 |
| Retail Trade | 34,900 | 36,400 | 36,500 | 36,400 | 35,700 |
| Trans., Warehousing and Utilities | 6,100 | 7,000 | 8,300 | 8,400 | 8,500 |
| Information | 4,000 | 3,900 | 4,000 | 3,800 | 3,600 |
| Finance and Insurance | 11,600 | 11,700 | 11,300 | 10,700 | 10,300 |
| Real Estate and Rental and Leasing | 4,100 | 4,400 | 4,700 | 4,600 | 4,700 |
| Professional and Business Services | 42,600 | 43,600 | 44,300 | 43,400 | 43,500 |
| Educational and Health Services | 48,300 | 49,600 | 51,200 | 54,000 | 57,500 |
| Leisure and Hospitality | 30,200 | 32,800 | 37,200 | 38,300 | 37,900 |
| Other Services | 8,300 | 8,900 | 9,400 | 9,700 | 9,700 |
| Federal Government | 7,800 | 7,600 | 7,400 | 7,400 | 7,200 |
| State Government | 3,000 | 2,700 | 2,800 | 2,700 | 2,500 |
| Local Government | 34,000 | 34,100 | 35,900 | 36,900 | 37,900 |
| **Total, All Industries** [3] | **315,300** | **323,100** | **336,300** | **338,100** | **341,000** |

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(3) Totals may not add due to rounding.
*Source: State of California Employment Development Department.*

## Major Employers

The largest manufacturing and non-manufacturing employers as of December 2025 in the County are shown below, in alphabetical order.

**VENTURA COUNTY**
**Major Employers**
**December 2025**

| Employer Name | Location | Industry |
|---|---|---|
| Adventist Health Simi Valley | Simi Valley | Hospitals |
| Amgen Inc | Thousand Oaks | Biological Specimens-Manufacturers |
| Baxter Healthcare | Westlake Village | Physicians & Surgeons Equip & Supls-Mfrs |
| City of Oxnard | Oxnard | Non-Profit Organizations |
| City of Simi Valley | Simi Valley | City Hall |
| Community Memorial Health Syst | Ventura | Health Care Management |
| County of Ventura | Oxnard | Police Departments |
| Dignity Health-St John's Regl | Oxnard | Hospitals |
| First Auto Group | Simi Valley | Automobile Dealers-New Cars |
| Haas Automation Inc | Oxnard | Machinery-Manufacturers |
| Harbor Freight Tools | Camarillo | Tools-New & Used |
| J M Smucker Co | Oxnard | Food Products & Manufacturers |
| Kaiser Permanente Ventura 888 | Ventura | Medical Centers |
| Los Robles Regional Med Ctr | Thousand Oaks | Medical Centers |
| Moorpark College | Moorpark | Junior-Community College-Tech Institutes |
| Nancy Reagan Breast Ctr | Simi Valley | Diagnostic Imaging Centers |
| National Guard | Port Hueneme | Government Offices-State |
| Naval Air Warfare Ctr Weapons | Point Mugu Nawc | Federal Government-National Security |
| Naval Base Ventura County | Point Mugu Nawc | Federal Government-National Security |
| Ojai Valley Inn | Ojai | Hotels & Motels |
| Oxnard College | Oxnard | Junior-Community College-Tech Institutes |
| Ventura County Office of Edu | Camarillo | Government Education Programs Administration |
| Ventura County Probation Agcy | Ventura | Probation Services |
| Ventura County Sherriff's Ofc | Ventura | County Govt-Correctional Institutions |
| Walmart Neighborhood Market | Camarillo | Grocers-Retail |

*Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2025 2nd edition.*

*[Remainder of page intentionally left blank]*

## Effective Buying Income

Effective buying income ("**EBI**") is designated by Sales and Marketing Management Magazine as personal income less personal tax and non-tax payments. Personal income is the aggregate of wages and salaries, other labor income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, personal interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), non-tax payments (such as fines, fees, penalties), and personal contributions for social insurance. EBI is a bulk measure of market potential. It indicates the general ability to buy and is essential in comparing, selecting and grouping markets on that basis.

The following table summarizes the EBI for the City, the County, the State and the United States for the period 2022 through 2026.

**COUNTY OF VENTURA**
**Effective Buying Income**
**2022 through 2026**

| Year | Area | Total Effective Buying Income (000's Omitted) | Median Household Effective Buying Income |
|---|---|---|---|
| 2022 | City of Oxnard | $4,645,742 | $73,779 |
| | Ventura County | 30,971,100 | 86,193 |
| | California | 1,452,426,153 | 77,058 |
| | United States | 11,208,582,541 | 64,448 |
| 2023 | City of Oxnard | $4,890,187 | $76,187 |
| | Ventura County | 32,048,005 | 86,954 |
| | California | 1,461,799,662 | 77,175 |
| | United States | 11,454,846,397 | 65,326 |
| 2024 | City of Oxnard | $5,123,453 | $78,983 |
| | Ventura County | 32,113,384 | 88,481 |
| | California | 1,510,708,521 | 80,973 |
| | United States | 11,987,185,826 | 67,876 |
| 2025 | City of Oxnard | $5,461,759 | $82,883 |
| | Ventura County | 34,028,954 | 92,182 |
| | California | 1,557,429,767 | 82,725 |
| | United States | 12,525,577,707 | 69,687 |
| 2026 | City of Oxnard | $6,027,416 | $87,941 |
| | Ventura County | 37,996,948 | 99,340 |
| | California | 1,730,654,738 | 90,403 |
| | United States | 13,932,177,817 | 75,433 |

*Source: Claritas, LLC.*

## Commercial Activity

Summaries of historic taxable sales within the City and the County during the past five years in which data is available are shown in the following tables.

Total taxable sales during the first two quarters of calendar year 2025 in the City were reported to be $2,517,041,646, a 0.69% decrease from the total taxable sales of $2,534,538,984 reported during the comparable two quarters of calendar year 2024.

**CITY OF OXNARD**
**Taxable Retail Sales**
**Calendar Years 2020 through 2024**
**(Dollars in Thousands)**

| | Retail Stores | | Total All Outlets | |
|---|---|---|---|---|
| | Number of Permits | Taxable Transactions | Number of Permits | Taxable Transactions |
| 2020 | 2,920 | $2,138,291 | 4,920 | $2,756,482 |
| 2021 | 2,648 | 2,538,566 | 4,555 | 3,292,891 |
| 2022 | 2,675 | 3,364,963 | 4,588 | 4,143,235 |
| 2023 | 2,551 | 4,297,822 | 4,347 | 5,017,031 |
| 2024 | 2,512 | 4,470,516 | 4,276 | 5,149,863 |

*Source: State Department of Tax and Fee Administration.*

Total taxable sales during the first two quarters of calendar year 2025 in the County were reported to be $9,561,277,553, a 0.07% increase over the total taxable sales of $9,554,242,067 reported during the comparable two quarters of calendar year 2024.

**VENTURA COUNTY**
**Taxable Retail Sales**
**Calendar Years 2020 through 2024**
**(Dollars in Thousands)**

| | Retail Stores | | Total All Outlets | |
|---|---|---|---|---|
| | Number of Permits | Taxable Transactions | Number of Permits | Taxable Transactions |
| 2020 | 16,502 | $10,628,642 | 29,143 | $14,538,294 |
| 2021 | 14,810 | 12,591,767 | 26,596 | 17,330,637 |
| 2022 | 14,900 | 13,900,564 | 26,936 | 19,140,259 |
| 2023 | 14,014 | 14,355,974 | 25,493 | 19,506,781 |
| 2024 | 13,667 | 14,486,487 | 25,039 | 19,732,290 |

*Source: State Department of Tax and Fee Administration.*

# APPENDIX C

# FORM OF OPINION OF BOND COUNSEL

[Closing Date]

Board of Trustees
Oxnard School District
1223 Main Street
Newman, CA 95360

**OPINION:** $_____ Oxnard School District
(Ventura County, California)
2026 General Obligation Bond Anticipation Notes

Members of the Board of Trustees:

We have acted as bond counsel to the Oxnard School District (the "District") in connection with the issuance by the District of its 2026 General Obligation Bond Anticipation Notes in the aggregate principal amount of $_____ (the "Notes"), under the provisions of Section 15150 of the Education Code of the State of California and under a resolution of the Board of Trustees of the District adopted on _____, 2026 (the "Resolution"). We have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Board contained in the Resolution and in the certified proceedings and certifications and opinions of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The District is a school district duly organized and existing under the laws of the State of California, with power to adopt the Resolution, to perform the agreements on its part contained therein and to issue the Notes. The Notes constitute legal, valid and binding special obligations of the District enforceable in accordance with their terms and payable solely from the sources provided therefor in the Resolution.

2. The Resolution has been duly adopted by the Board of Trustees of the District and constitutes a legal, valid and binding obligation of the District enforceable against the District in

accordance with its terms. The Resolution establishes a valid first and exclusive lien on and pledge of the proceeds of the General Obligation Bonds (as such term is defined in the Resolution) and other funds pledged thereby for the security of the Notes, in accordance with the terms of the Resolution.

3. The interest on the Notes is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The District has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Notes.

4. The interest on the Notes is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Notes.

The rights of the owners of the Notes and the enforceability of the Notes are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Respectfully submitted,

# APPENDIX D

## FORM OF CONTINUING DISCLOSURE CERTIFICATE

**$_____**
**OXNARD SCHOOL DISTRICT**
**(Ventura County, California)**
**2026 General Obligation Bond Anticipation Notes**

## CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this "Disclosure Certificate") is executed and delivered by the Oxnard School District (the "District") in connection with the execution and delivery of the captioned Notes (the "Notes"). The Notes are being executed and delivered pursuant to a resolution adopted by the Board of Trustees of the District on January 14, 2026 (the "Note Resolution"). U.S. Bank Trust Company, National Association, Los Angeles, California, is initially acting as paying agent for the Notes (the "Paying Agent").

The District hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the holders and beneficial owners of the Notes and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Note Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"*Annual Report*" means any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4.

"*Annual Report Date*" means the date not later than nine months after the end of each fiscal year of the District (currently June 30th).

"*Dissemination Agent*" means, initially, the District, or any successor Dissemination Agent designated in writing by the District and which has filed with the District and the Paying Agent a written acceptance of such designation.

"*Listed Events*" means any of the events listed in Section 5(a).

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule.

"*Official Statement*" means the final official statement executed by the District in connection with the issuance of the Notes.

"*Paying Agent*" means U.S. Bank Trust Company, National Association in Los Angeles, California, or any successor thereto.

"*Participating Underwriter*" means the original purchaser of the Notes required to comply with the Rule in connection with offering of the Notes.

"*Rule*" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing not later than March 31, 2027 with the report for the 2025-26 Fiscal Year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4. Not later than 15 Business Days prior to the Annual Report Date, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the District) has not received a copy of the Annual Report, the Dissemination Agent shall contact the District to determine if the District is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the District's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). The District shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the District hereunder. The Official Statement for the Notes may be filed to satisfy in full the filing obligation with respect to the Annual Report for the 2024-25 fiscal year.

(b) If the District does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the District, in a timely manner, shall provide (or cause the Dissemination Agent to provide) to the MSRB, notice in an electronic format as prescribed by the MSRB, a notice in a timely manner, with a copy to the Paying Agent and Participating Underwriter.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the District, file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The District's Annual Report shall contain or incorporate by reference the following:

(a) Audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or before the Annual Report Date, the following information for the most recently completed fiscal year, or, if available at the time of filing the Annual Report, for the fiscal year in which the Annual Report is filed:

(i) Assessed value of taxable property in the jurisdiction of the District;

(ii) Assessed valuation of the properties of the top 20 secured property taxpayers in the District;

(iii) Property tax collection delinquencies for the District, but only if available from the County at the time of filing the Annual Report and only if the District's general obligation bond levies are not included in Ventura County's Teeter Plan;

(iv) The District's most recently adopted Budget or approved interim report with budgeted figures which is available at the time of filing the Annual Report; and

(v) Such further information, if any, as may be necessary to make the statements made pursuant to (a) and (b) of this Section, in the light of the circumstances under which they are made, not misleading.

(c) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available to the public on the MSRB's internet web site or filed with the Securities and Exchange Commission. The District shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The District shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Notes:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults, if material.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the District.

(13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional paying agent or the change of name of a paying agent, if material.

(15) Incurrence of a financial obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District, any of which reflect financial difficulties.

(b) Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall, or shall cause the Dissemination Agent (if not the District) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of the Listed Event described in subsection (a)(8) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Notes under the Note Resolution.

(c) The District acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14), and (a)(15) of this Section contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Notes.

The District shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the District obtains knowledge of the occurrence of any of these Listed Events, the District will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the District will cause a notice to be filed as set forth in paragraph (b) above.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(e) For purposes of Section 5(a)(15) and (16), "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Notes. If such termination occurs prior to the final maturity of the Notes, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the District and the Paying Agent.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Notes, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the

requirements of the Rule at the time of the primary offering of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Notes in the manner provided in the Note Resolution for amendments to the Note Resolution with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Notes.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the District to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be filed in the same manner as for a Listed Event under Section 5(c).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the District fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Notes may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Note Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent will have no duty or obligation to review any information provided to it by the District hereunder, and shall not be deemed to be acting in any fiduciary capacity for the District, the Bondholders or any other party. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Notes.

(b) The Dissemination Agent shall be paid compensation by the District for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Notes, and shall create no rights in any other person or entity.

Date: _____

**OXNARD SCHOOL DISTRICT**

By: _____

Name: _____

Title: _____

# APPENDIX E

# ACCRETED VALUE TABLE

# APPENDIX F

# VENTURA COUNTY INVESTMENT POLICY AND INVESTMENT REPORT

# APPENDIX G

## DTC AND THE BOOK-ENTRY SYSTEM

*The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the Notes, payment of principal, interest and other payments on the Notes to DTC participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Notes and other related transactions by and between DTC, the DTC participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC participants, as the case may be.*

*Neither the District nor the Paying Agent take any responsibility for the information contained in this Section.*

*No assurances can be given that DTC, DTC participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Notes, (b) Notes representing ownership interest in or other confirmation or ownership interest in the Notes, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Notes, or that they will so do on a timely basis, or that DTC, DTC participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC participants are on file with DTC.*

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (in this Appendix, the "Notes"). The Notes will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Note will be issued for each maturity of the Notes, in the aggregate principal amount of such maturity, and will be deposited with DTC. If, however, the aggregate principal amount of any maturity exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing

Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the Notes on DTC's records. The ownership interest of each actual purchaser of each Note ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Notes are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Notes representing their ownership interests in Notes, except in the event that use of the book-entry system for the Notes is discontinued.

4. To facilitate subsequent transfers, all Notes deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Notes with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Notes; DTC's records reflect only the identity of the Direct Participants to whose accounts such Notes are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Notes may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Notes, such as redemptions, tenders, defaults, and proposed amendments to the Note documents. For example, Beneficial Owners of Notes may wish to ascertain that the nominee holding the Notes for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

6. Redemption notices will be sent to DTC. If less than all of the bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Notes unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and interest payments on the Notes will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from District or Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Paying Agent, or District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of District or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as securities depository with respect to the Notes at any time by giving reasonable notice to District or Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Notes are required to be printed and delivered.

10. The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Note certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that District believes to be reliable, but District takes no responsibility for the accuracy thereof.

# OSD BOARD AGENDA ITEM

**Name of Contributor:** Kristen Pifko **Date of Meeting:** January 14, 2026

**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)
Sub Lease (12 Pages)
Book of Bids (487 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<br>Company | Total Cost | 2nd Apparent Low<br>Company | Total Cost | 3rd Apparent Low<br>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 | | | |

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|---|---|---|---|
| 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 | |

2218

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|---|---|---|---|
| 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 |

2219

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|---|---|---|---|---|---|---|---|
| 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 | | |

2222

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 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 | | |

2223

| | | | | |
|---|---|---|---|---|
| Maxwell Drywells | Included | Included | | Not Included |
| Bio Retention Gravel | Included | Not Included | | Not Included |
| Bio Retention Planting Media | Included | Not Included | **$389,400** | Not Included |
| Backflows | Included | Included | | Not Included |
| Rip rap | Not Included | Not Included | | Not Included |
| Pavement demo | Included | Included | | Included |

2224

# SITE LEASE

This Site Lease (hereinafter referred to as the "Site Lease") is entered into this 14th day of January, 2026, 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,<br>a California school district |
| By: _____ | By: _____ |
| Michael T. Viola<br>Title: President/Chief Executive Officer | Melissa Reyes<br>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

# SUBLEASE

This Sublease (hereinafter referred to as the "Sublease") is entered into this 14th day of January, 2026, 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,<br>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.

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

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VIOLA INC.

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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

| | | |
|---|---|---|
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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<br>2. AHERA 3-Year asbestos Reinspection Report |

| **Scope of work:** | |
|---|---|
| Prepare a pre-demolition survey | |
| Asbestos Scope of Work:<br>• 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.<br>• File SC AQMD notification | |
| Demolition Scope of Work:<br>• Building demolition includes the removal of structures onsite including walls, roofs, footings, slabs, etc.<br>o Slabs are assumed to be up to 6” thick.<br>o Perimeter footings up to 24” below grade are included. Footings up to 24” wide are included.<br>o IDR is assuming all materials on asbestos report to be removed prior to demolition starting.<br>• 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.<br>o Concrete paving is assumed up to 4” thick.<br>o AC paving is assumed to be up to 4” thick.<br>o AC paving to be free of any petromat.<br>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<br>2. AHERA 3-Year asbestos Reinspection Report |

| **Scope of work:** | |
|---|---|
| Prepare a pre-demolition survey | |
| Asbestos Scope of Work:<br>• 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.<br>• File SC AQMD notification | |
| Demolition Scope of Work:<br>• Building demolition includes the removal of structures onsite including walls, roofs, footings, slabs, etc.<br>o Slabs are assumed to be up to 6” thick.<br>o Perimeter footings up to 24” below grade are included. Footings up to 24” wide are included.<br>o IDR is assuming all materials on asbestos report to be removed prior to demolition starting.<br>• 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.<br>o Concrete paving is assumed up to 4” thick.<br>o AC paving is assumed to be up to 4” thick.<br>o AC paving to be free of any petromat.<br>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 ELECTRICALPULLBOX | 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)<br>12" CMU med. wt. grey precision<br>(20) 24" pilasters<br>rebar per plan<br>grout 2000 psi<br>scaffolding<br>forklift<br>temp. shoring | 1 | 1,213,177.60 | 1,213,177.60 |
| Trash & Electrical room (not to exceed 10'-0" off footing)<br>8" CMU med. wt. grey precision<br>rebar<br>grout 2000 psi<br>scaffolding<br>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)<br>8" CMU med. wt. grey precision<br>rebar<br>grout 2000 psi | 1 | 58,679.04 | 58,679.04 |
| Exclusions-<br>footings<br>caulking<br>dry-pack<br>non-shrink<br>embeds & hardware<br>sealers<br>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<br>layout for embeds<br>installation of embeds over 75lbs (provide templates by others)<br>installation of doors<br><br>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<br>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

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| | | | | | |
|---|---|---|---|---|---|
| Building Area | 80,000 | Addendum | 1 Reviewed | Estimator: | Joe Dana |
| | | | | Dir. Phone: | (310) 529-9242 |

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| | | | | | |
|---|---|---|---|---|---|
| Bid Date | 10/30/2025 | File Name | | Date: | 10/30/2025 |
| | | | | Run Time: | 1:44 PM |
| Contractor: | Viola | | | Phone…. | |
| | | | | Fax …… | |
| Contact: | | | | | |

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| | | | |
|---|---|---|---|
| Description: | See Scope Sheet | Plan Dates: | 1/17/2025 |
| | | Pages: | See Scope Sheet |

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**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.

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

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| | | | | | |
|---|---|---|---|---|---|
| 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 |

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**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.<br>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**<br><br>**Section 06 40 00 Architectural Woodwork**<br>-Plastic laminate cabinets<br>-Plastic laminate countertops<br>-4" wire pulls<br><br>This proposal includes _6_ deliveries.<br>Shop Drawings (Submitted Electronically)<br>Mockups provided per spec upon written request<br>Installation of all the above (UNION)<br>Tax<br><br>**Base Bid----------$151,950.00**<br><br>**Note: This proposal is based on current material pricing. Material cost increases beyond our control may affect the contract price** | -Finishing, painting, or priming<br>-Backing or blocking in walls<br>-Textera or other billing software costs<br>-Composite cleanup crew<br>-Responsibility for temp/ humidity at site<br>-Overtime or premium time<br>-Fire rated materials<br>-Protection of casework after installation<br>-Material/ labor costs due to project delays past the original bid schedule dates<br>-Sliding/fixed markerboards & tackboards<br>-06 20 00 Finish Carpentry (none found)<br>-Metal casework, lockers, shelving<br>-Wood veneer casework (none found)<br>-Solid Surface/quartz/stone countertops (none found)<br>-Music storage casework & library casework<br>-Wood stairs & railings (none found)<br>-Plastic laminate wall panels<br>-Solid color & chemical resistant laminate<br>-WI CSIP casework installation<br>-OFCI work<br>-3/4" cabinet backs<br>-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

SPRING VALLEY INSULATION CONTRACTORS

4597 FIRESTONE BLVD. ● SOUTH GATE, CALIFORNIA 90280 ● TELEPHONE: 619-463-0266 ● FAX: 619-589-9397

Date: OCT. 29, 2025

**Attention:** **ESTIMATING**
Contractor: GENERAL CONTRACTOR
Address:
City/state:
Phone:
Email:

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<br>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.

CELEBRATING 60 1957-2017 YEARS

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



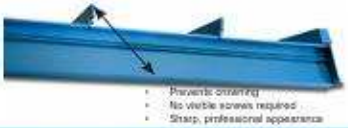


**PENCIL RIBS**

## 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

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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.

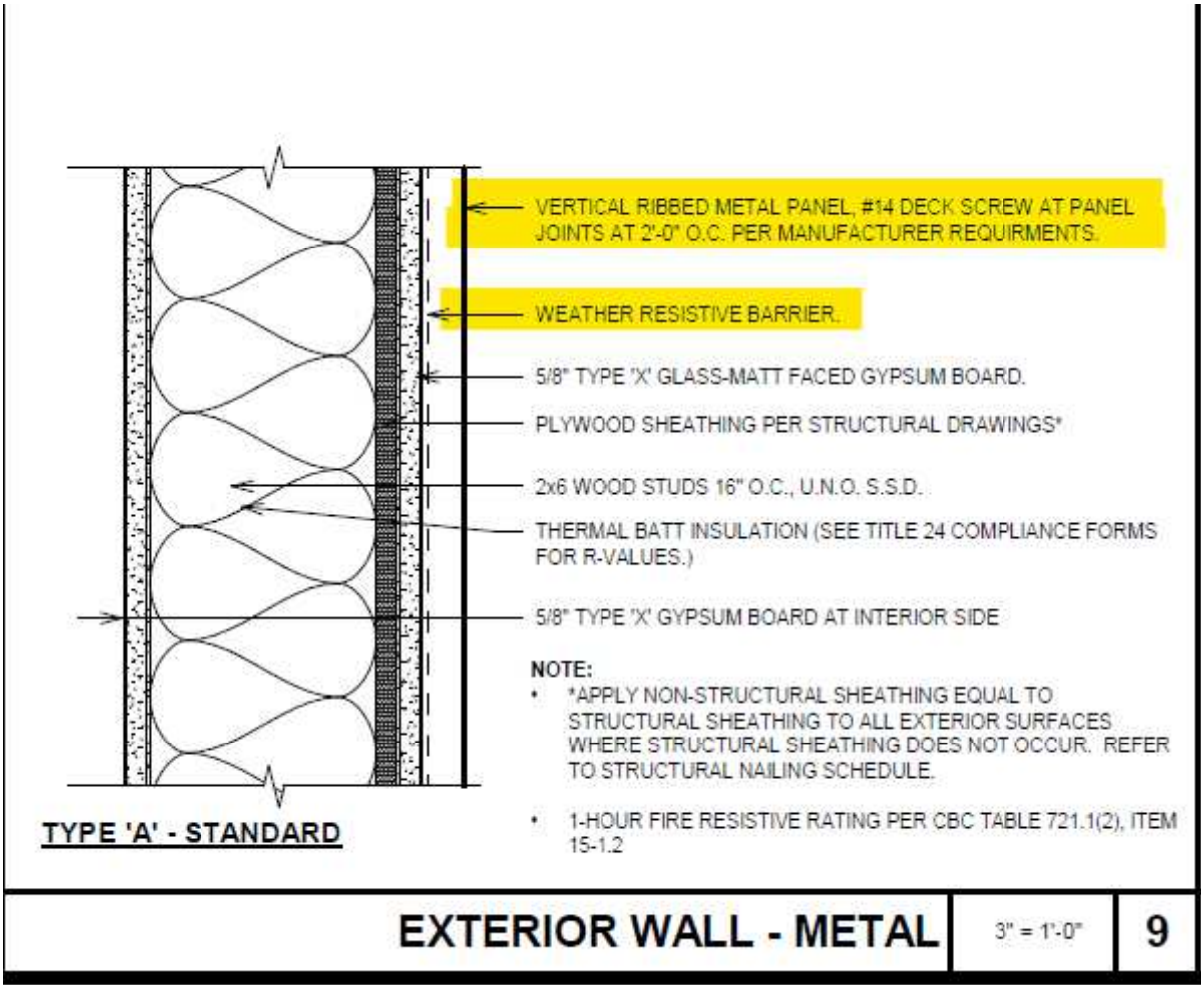
Polystick® XFR is a dual-purpose fire-resistant and self-adhered waterproofing underlayment approved for applications up to 265°F. This underlayment features our patent-pending **Burn-Shield Technology™**, which offers fire resistance capable of achieving the highest level of fire ratings. Polystick 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**



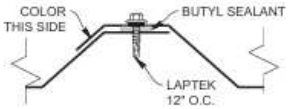
# TAYLOR METAL PRODUCTS

# HR-34™ CA Roof & Wall

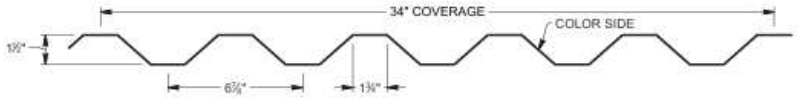
ICC EVALUATION SERVICE® **ICC-ES EVALUATION REPORT #5045 AND #5046 with CBC-CRC Supplement**



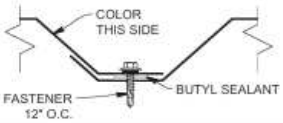
## LAP DETAIL



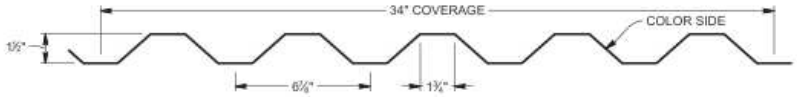

## ROOF & WALL PROFILE




## 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<br>Class A | Flame Spread<br>Index Class |
| ASTM E84 | Surface Burning Characteristics | 25<br>Class A | Smoke Developed<br>Index Class |
| NFPA 285 | Flame Propagation/Multiple Assemblies | – | Pass |
| – | Ultra Violet Light Exposure (UV) | 270<br>9 | Days<br>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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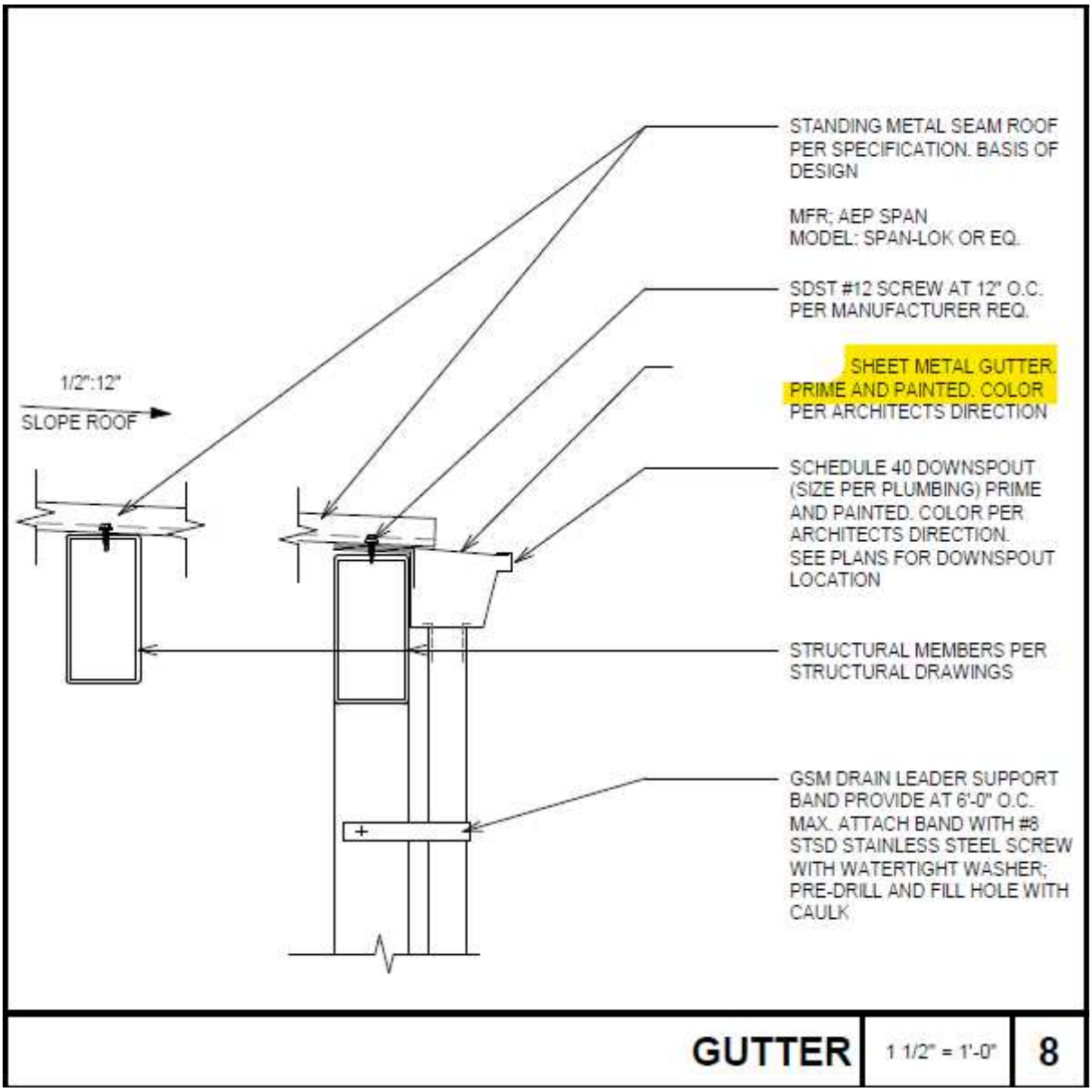
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43-D100053-enNA-1119 CDP

## 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

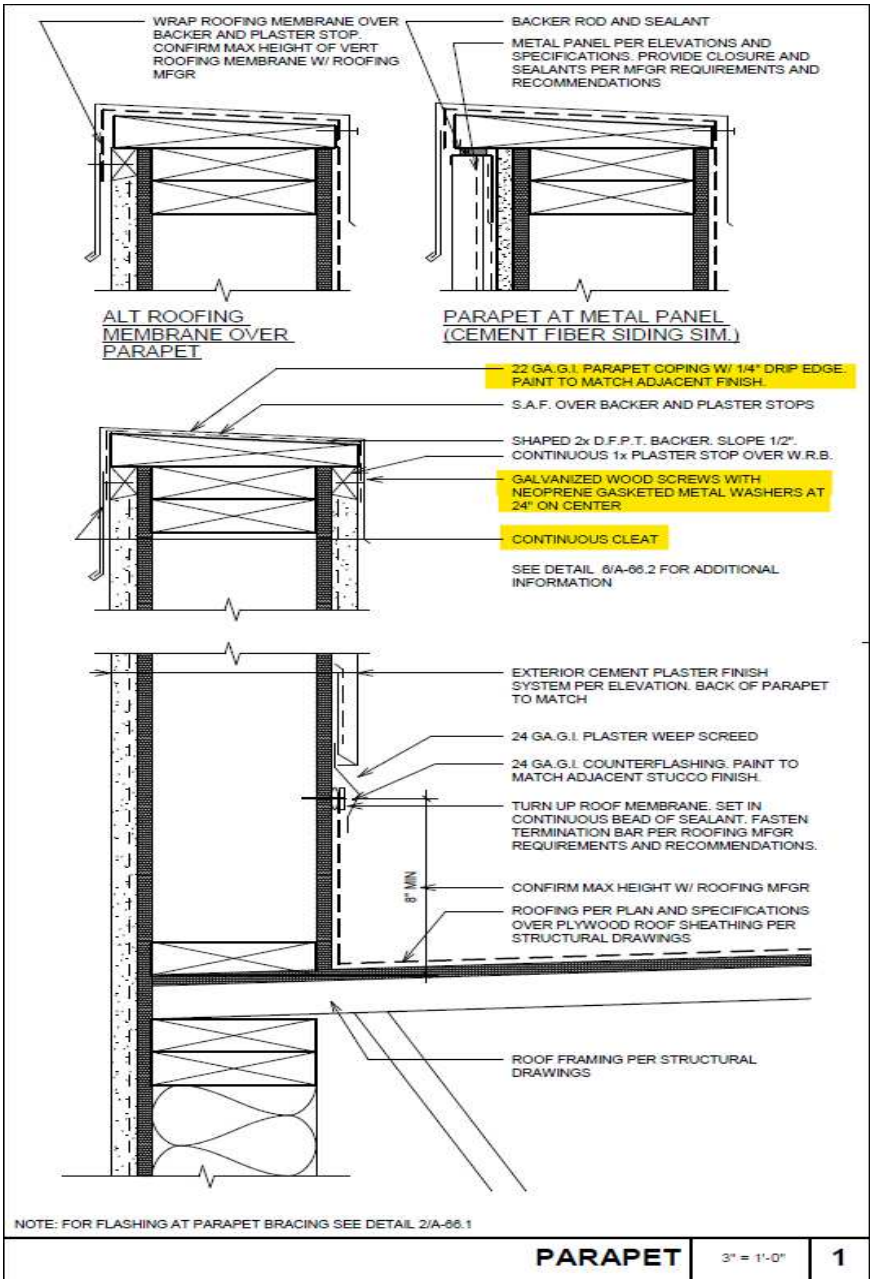
**Contract Price Gutter only Building 1……$ 8,892.00**
**Contract Price Gutter only Building 2……$ 4,796.00**
**Contract Price Gutter only Trash Enclosure……$ 1,096.00**



# 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

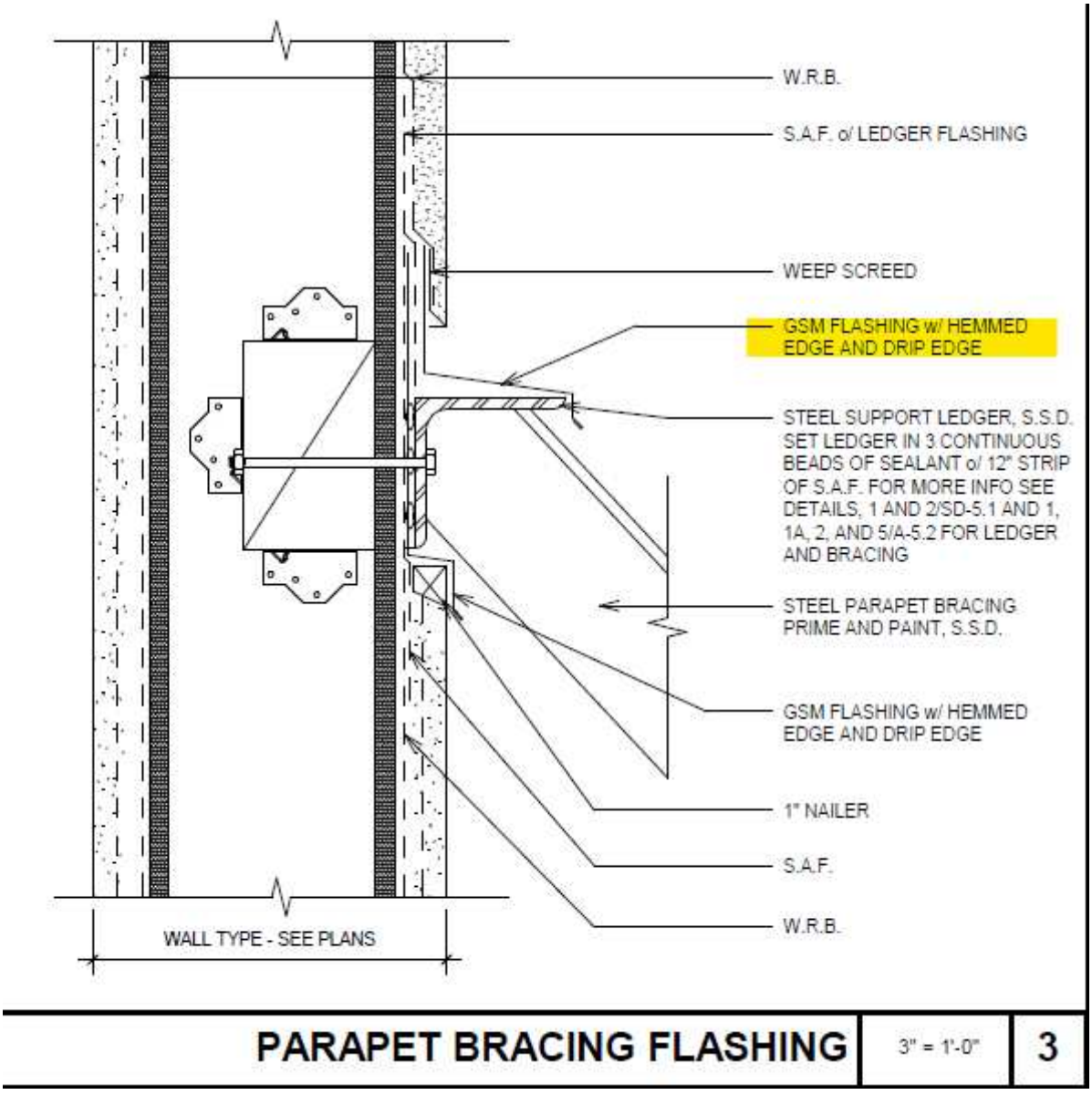
**Contract Price Coping Building 1……$ 34,705.00**
**Contract Price Coping Building 2……$ 29,685.00**
**Contract Price Coping Building 3……$ 15,636.00**



## 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

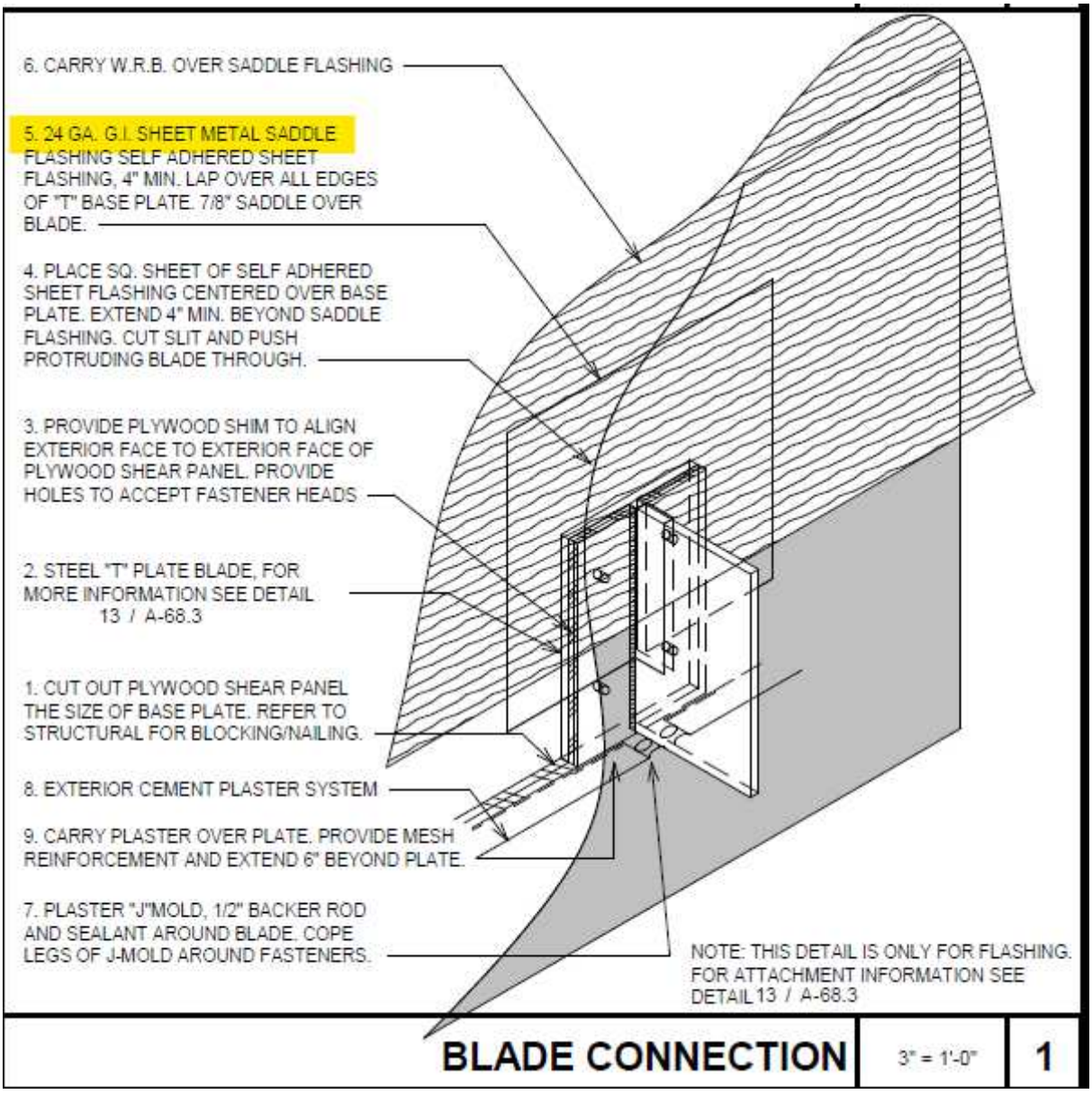
**Contract Price Flash Building 1……$ 17,241.00**
**Contract Price Flash Building 2……$ 11,258.00**
**Contract Price Flash Building 3……$ 9,440.00**



## 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

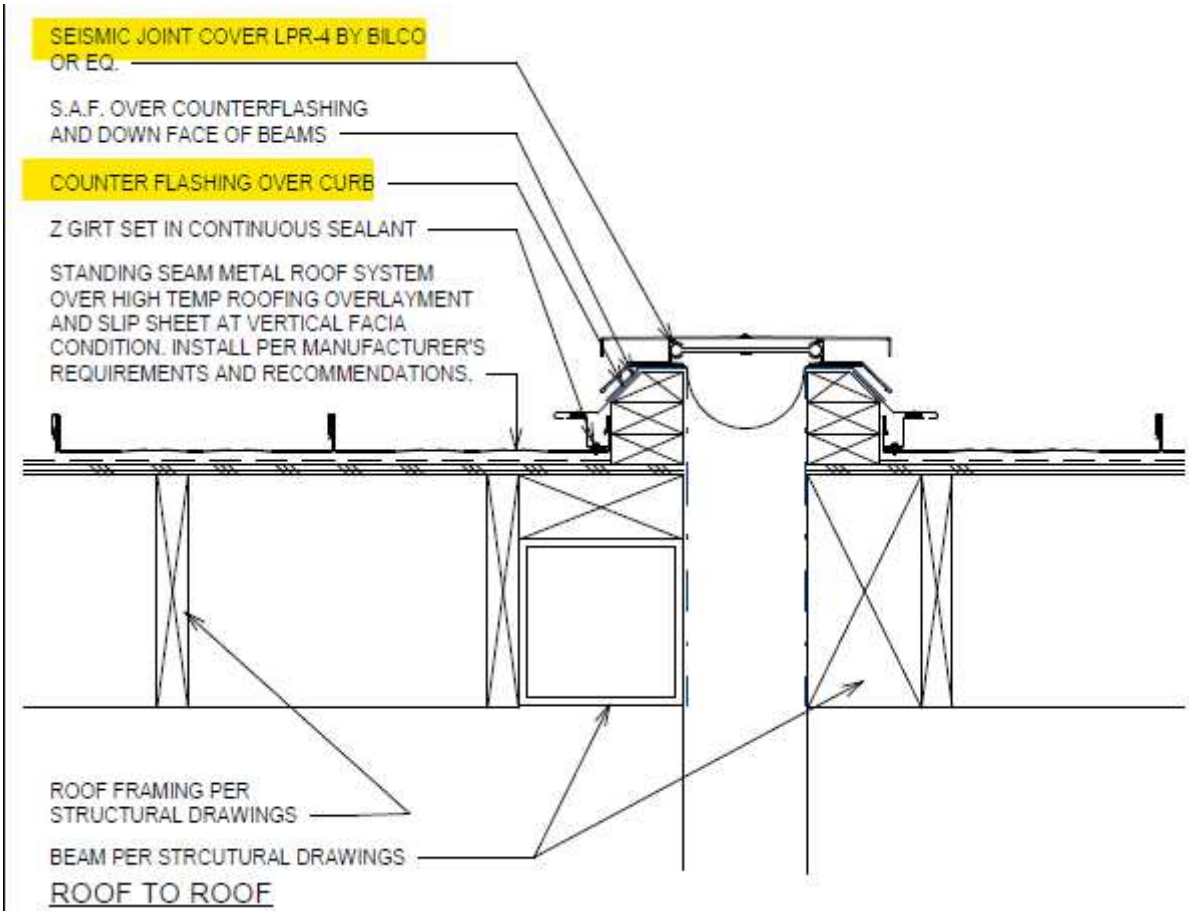
**Contract Price Building 1……$ 5,434.00**
**Contract Price Building 2……$ 1,025.00**
**Contract Price Building 3……$ 2,264.00**
**Contract Price Guardrails……$ 4,163.00**

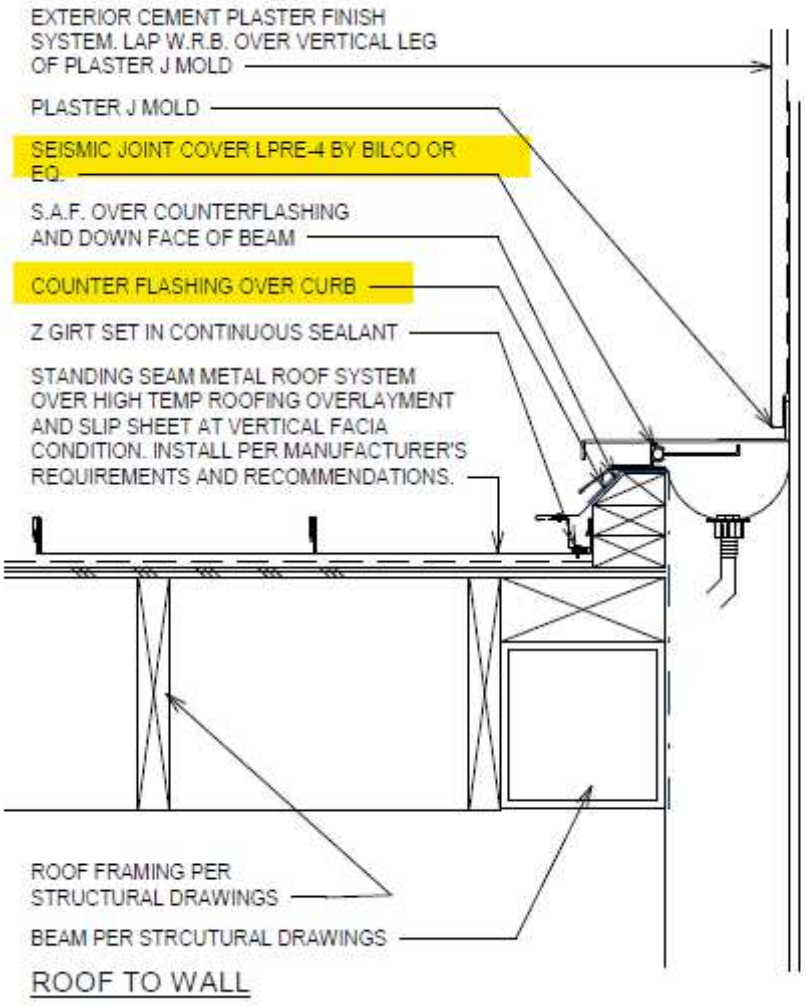


## 7. Expansion Joint install

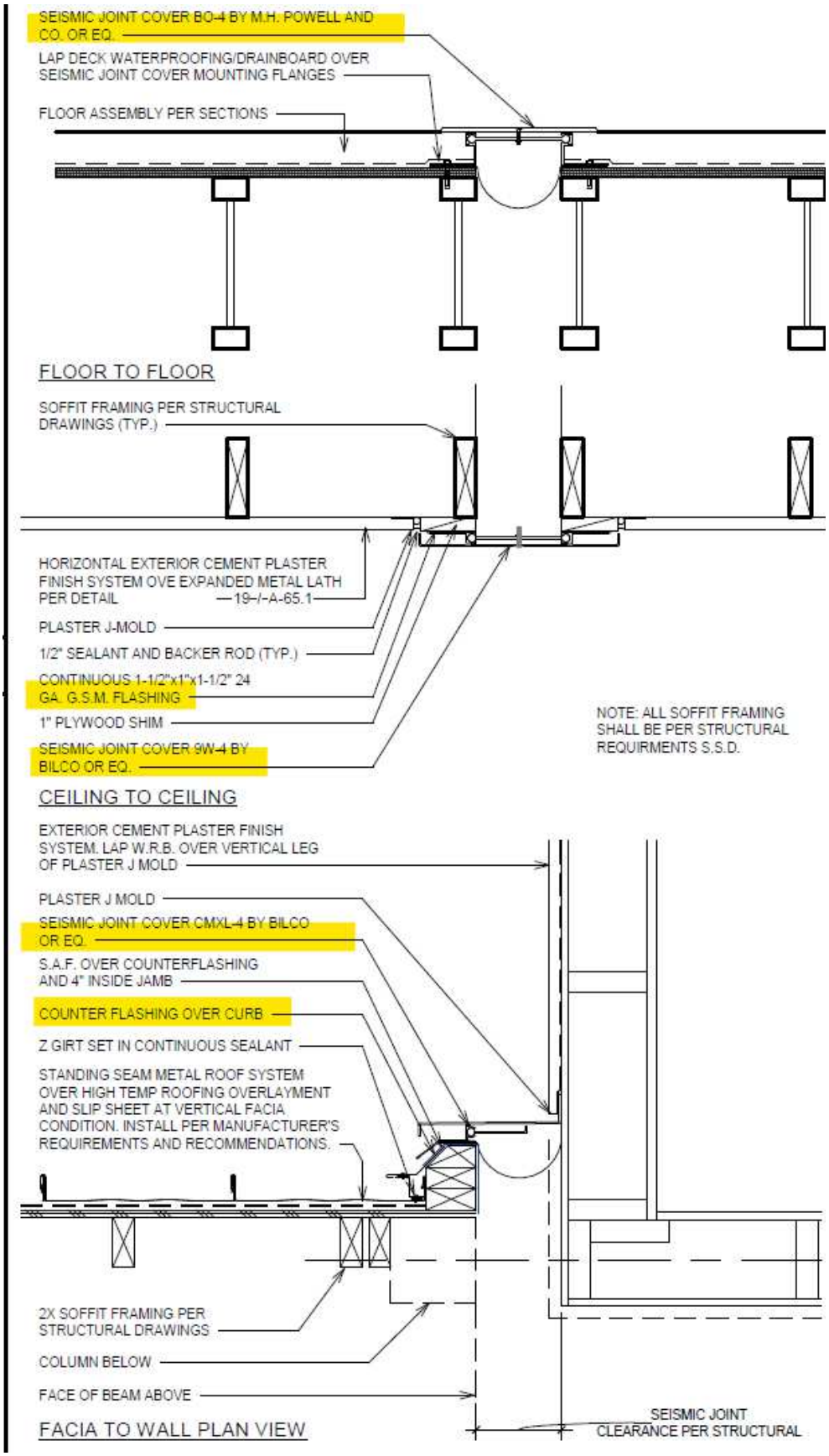
Provide and install Construction Specialties expansion products;
RFD-400
RFDW-400
AFW-400
AFWC-400
AFW-400
AFWC-400
BRJW-400V
BRJW-400
(SASM, underlayment's, stucco weeps, or screeds by others)

**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

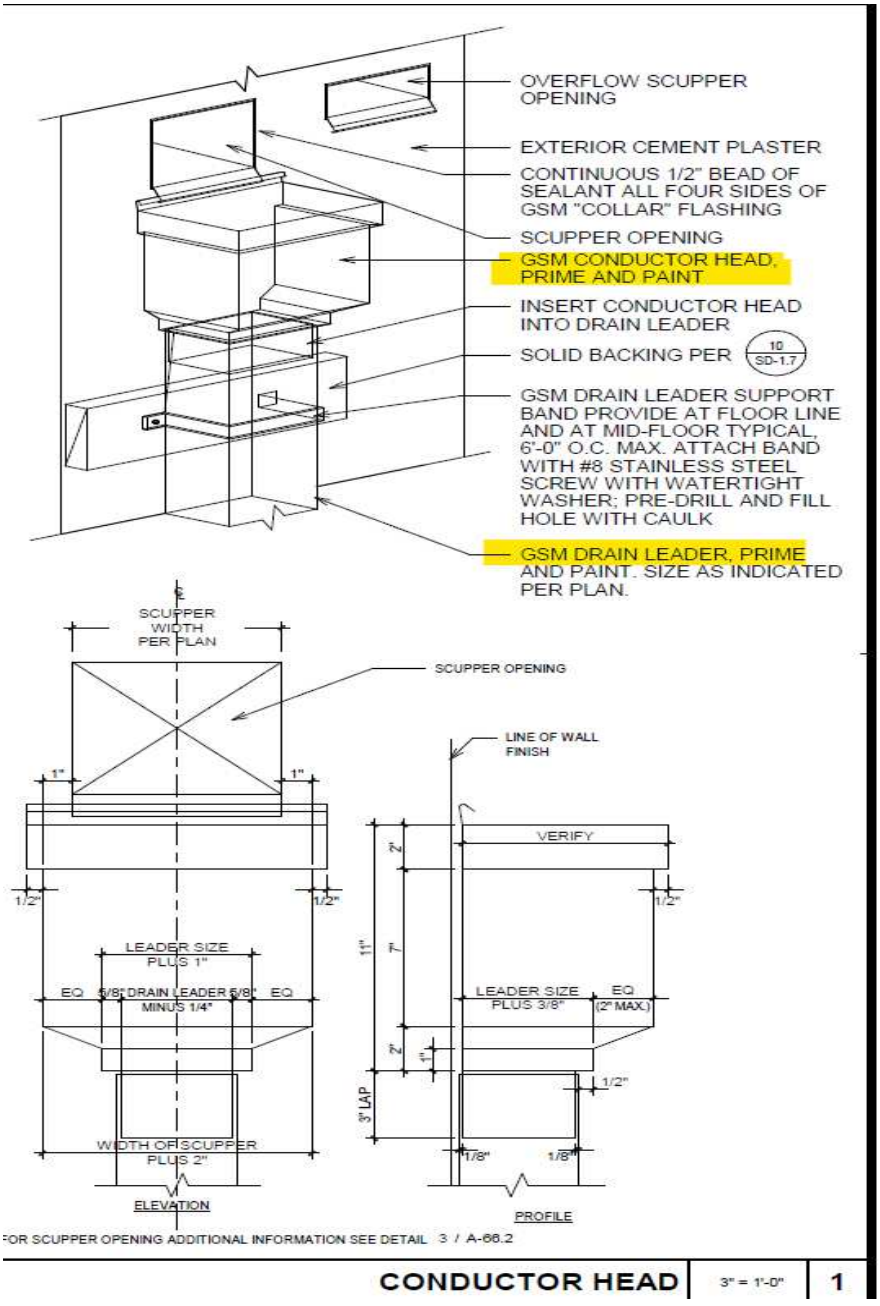
## 8. Leader head/ downspout installs typical

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**

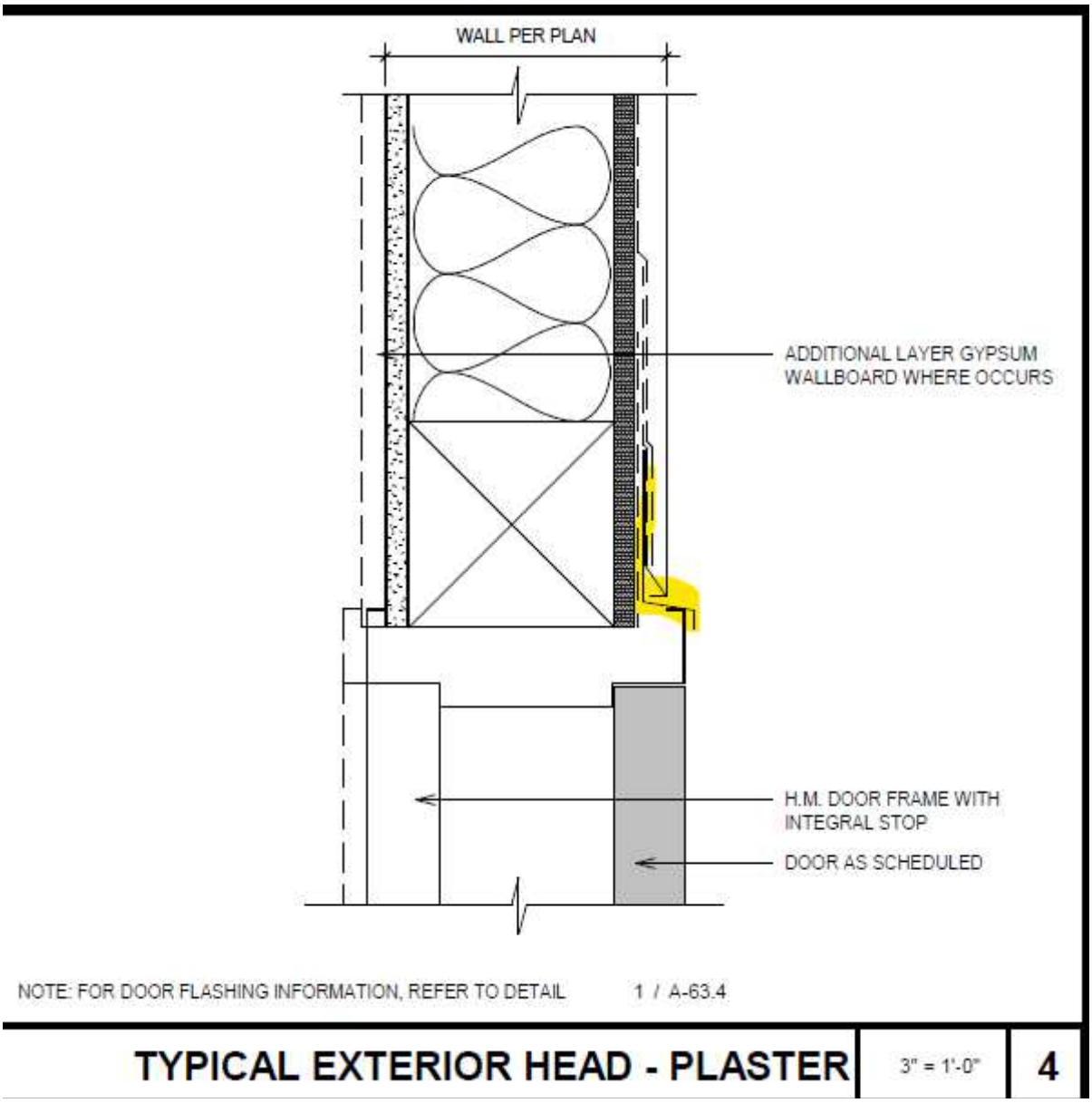


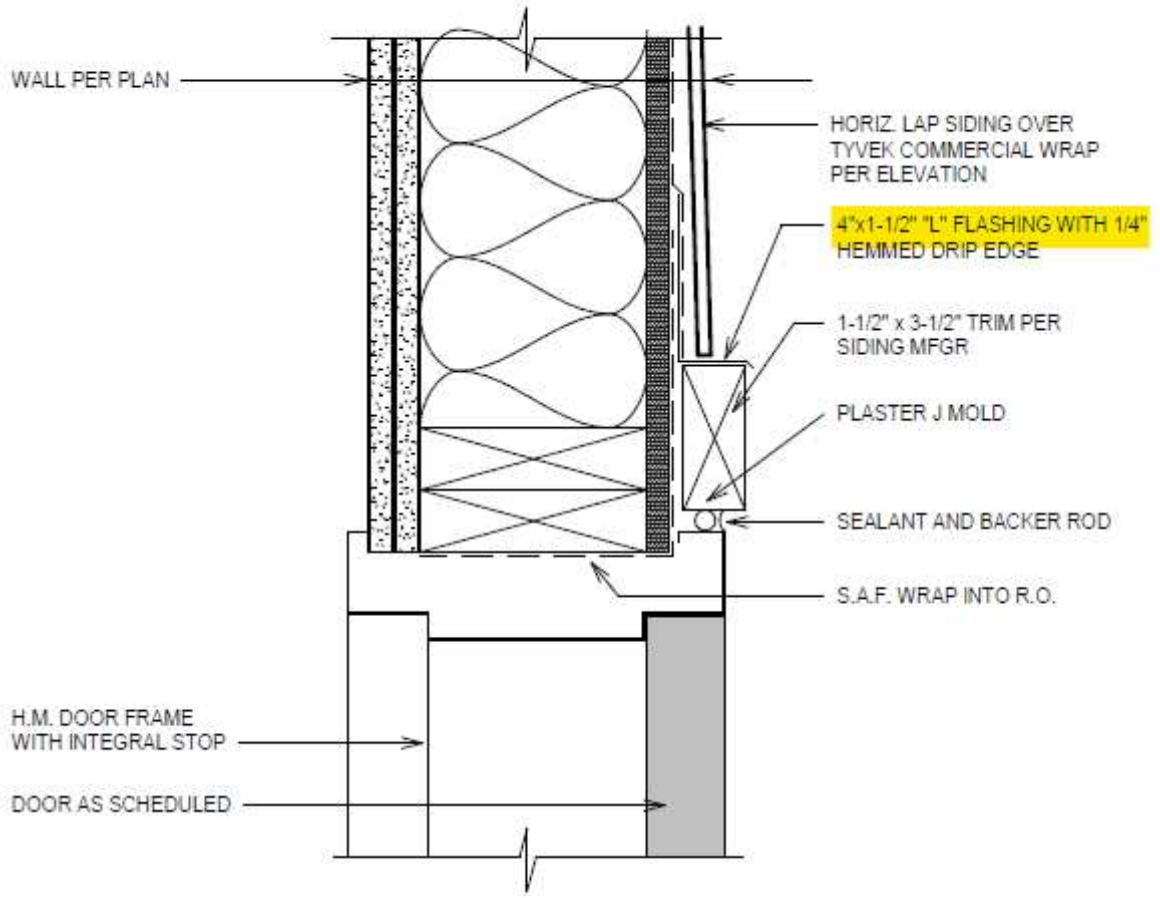
## 9. Door Head Typical

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**





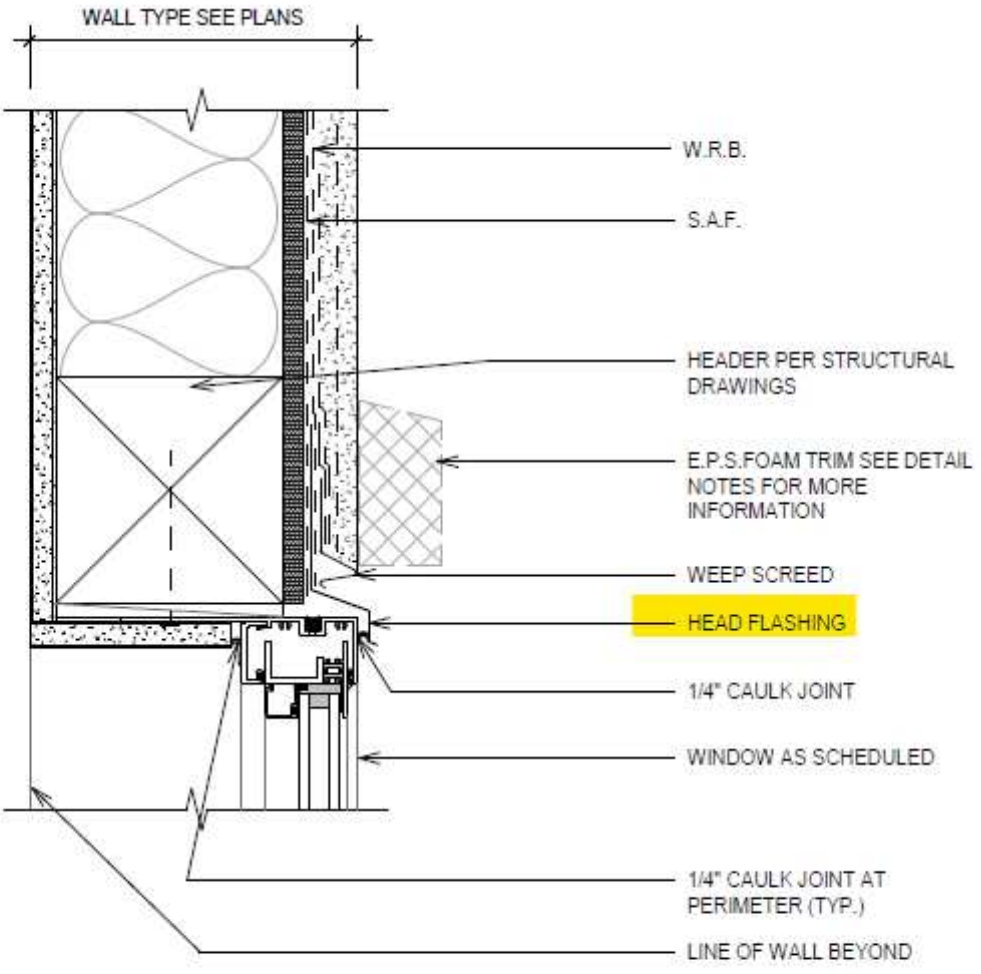

NOTE: FOR DOOR FLASHING INFORMATION, REFER TO DETAIL 1 / A-63.4

**EXTERIOR HEAD - SIDING** | 3" = 1'-0" | **11**

# 10. Window Head/Sill Typical

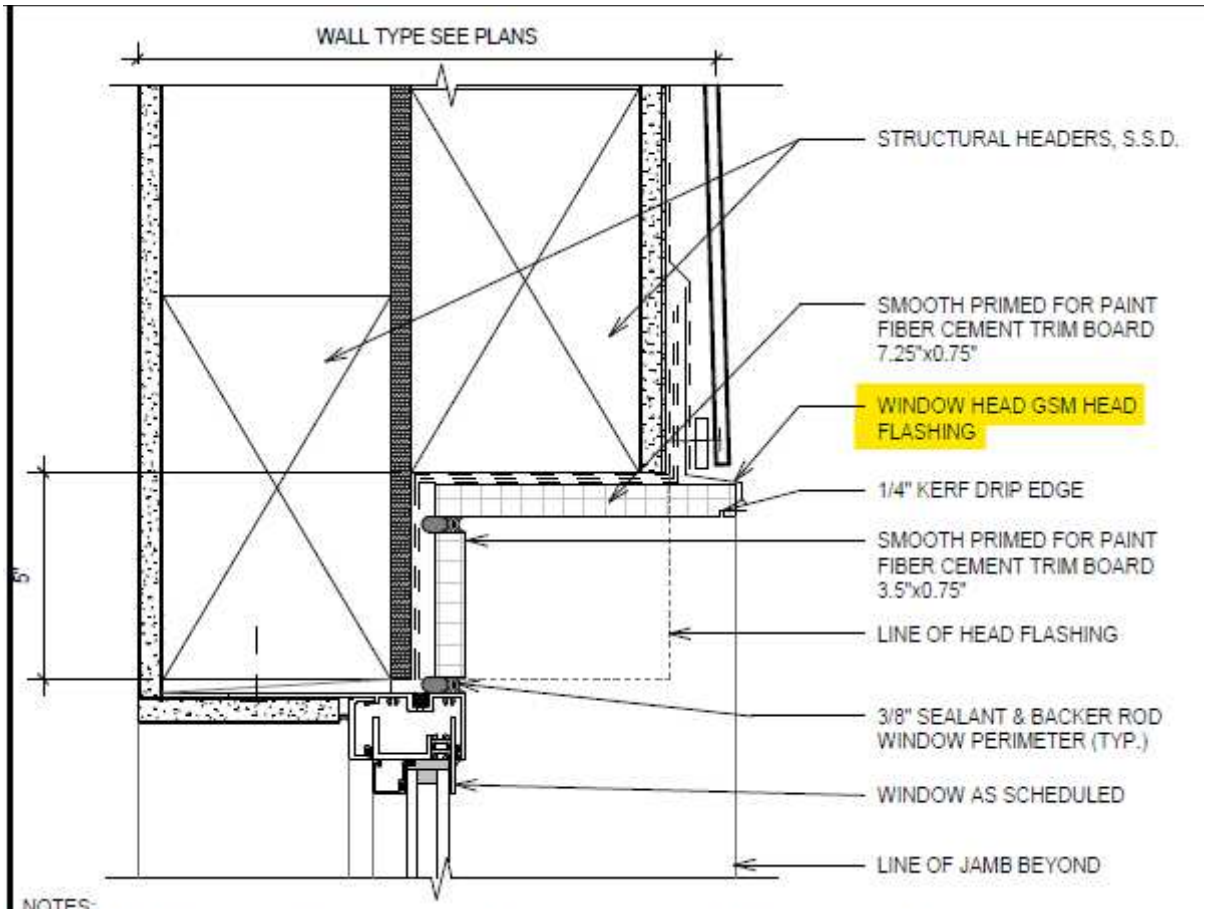
Provide and install approx. 485’ of 24 ga bonderized window head flash.
Provide and install approx. 40’ of 24 ga bonderized window sill flash.
(SASM, underlayment’s, Stucco weeps, or screeds by others)

**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

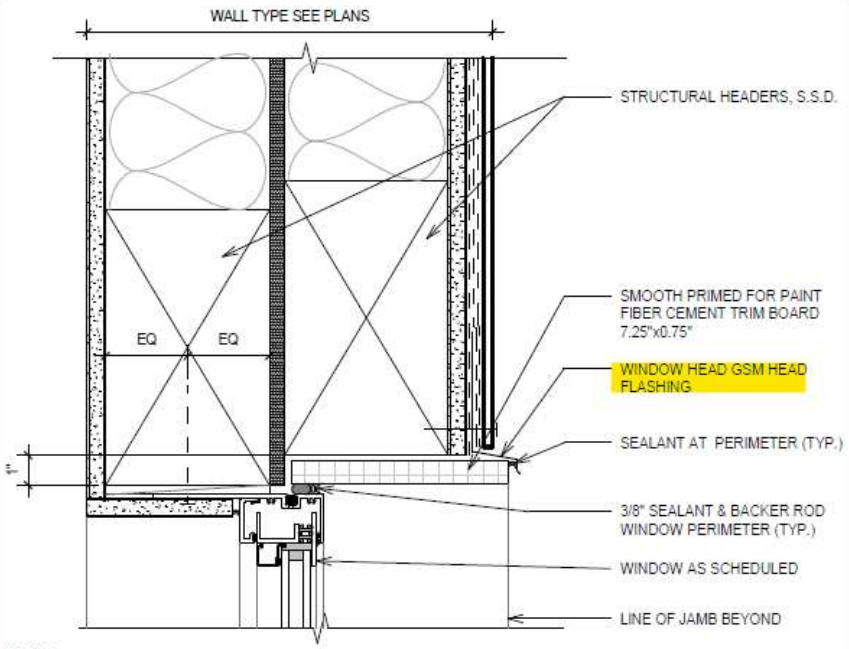
| FLUSH WINDOW HEAD AT EXT. PLASTER | 3" = 1'-0" | 3 |
|---|---|---|




NOTES:

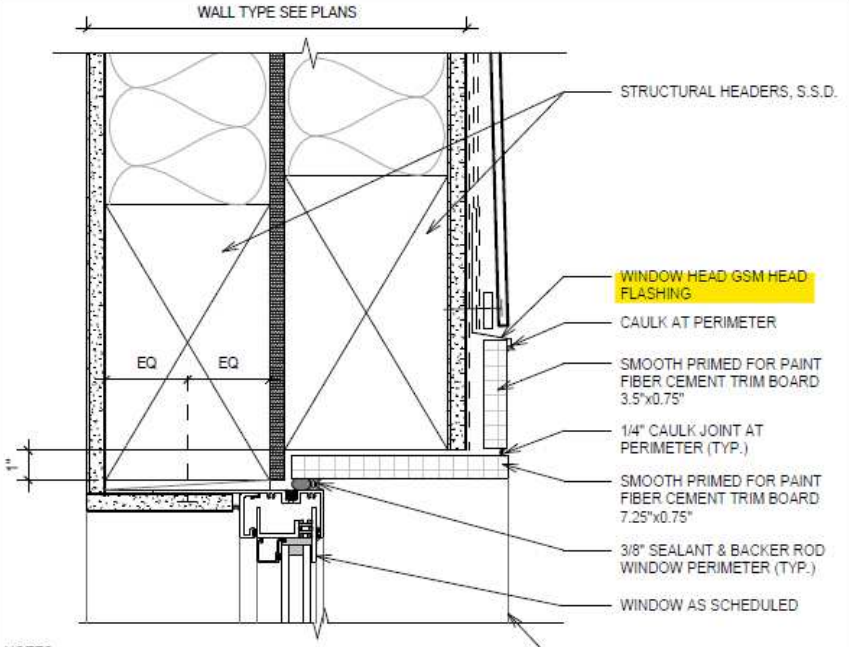
- FURRING WALL ATTACHMENT TO STRUCTURAL WALL, SEE STRUCTURAL DETAIL 16/SD-4.3
- SEE DETAIL 5/A-63.5 FOR RECESSED WINDOW FLASHING SEQUENCE.
- SEE DETAIL #1 ON THIS SHEET FOR TYPICAL NOTES AND DIMENSIONS, SIMILAR CONDITIONS AND ADDITIONAL INFORMATION
- FIBER CEMENT TRIM BOARD NAILING SHALL BE A 6d 0.092" 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 |
|---|---|---|



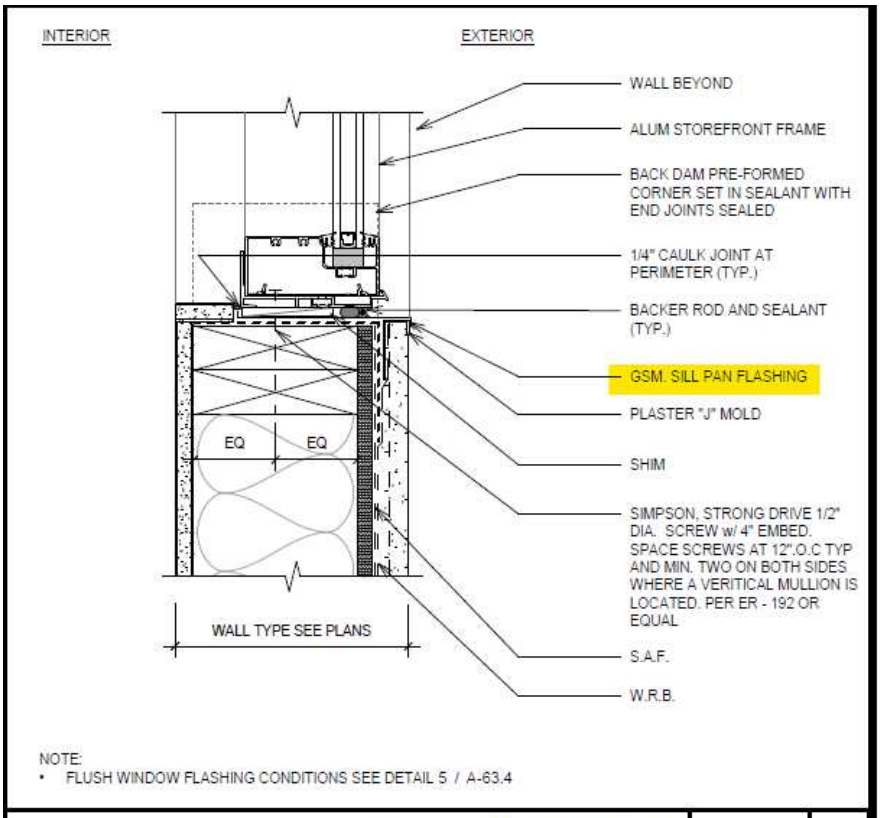

NOTES:
- FURRING WALL ATTACHMENT TO STRUCTURAL WALL, SEE STRUCTURAL DETAIL 16/SD-4.3
- SEE DETAIL 5/A-63.5 FOR RECESSED WINDOW FLASHING SEQUENCE.
- SEE DETAIL #1 ON THIS SHEET FOR TYPICAL NOTES AND DIMENSIONS, SIMILAR CONDITIONS AND ADDITIONAL INFORMATION
- FIBER CEMENT TRIM BOARD NAILING SHALL BE A 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**



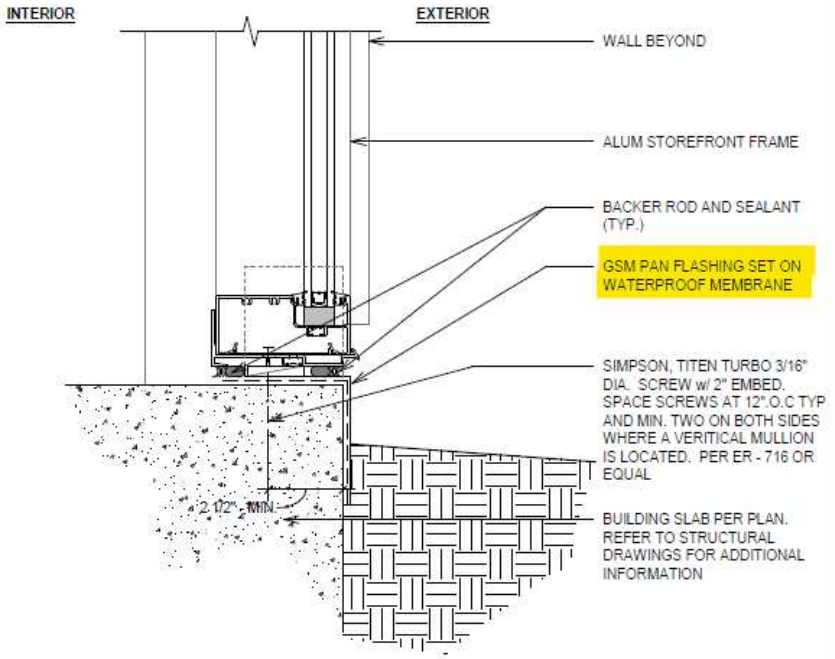

NOTES:
- FURRING WALL ATTACHMENT TO STRUCTURAL WALL, SEE STRUCTURAL DETAIL 16/SD-4.3
- SEE DETAIL 5/A-63.5 FOR RECESSED WINDOW FLASHING SEQUENCE.
- SEE DETAIL #1 ON THIS SHEET FOR TYPICAL NOTES AND DIMENSIONS, SIMILAR CONDITIONS AND ADDITIONAL INFORMATION
- FIBER CEMENT TRIM BOARD NAILING SHALL BE A 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

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



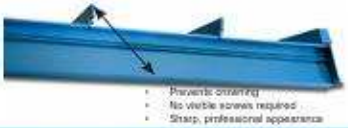


**PENCIL RIBS**

## 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

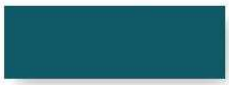

Zinc Grey SRI-39


Charcoal Grey SRI-25


Saddle Tan SRI-37

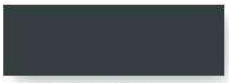

Medium Bronze SRI-36


Tahoe Blue SRI-31

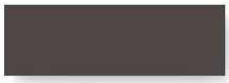

Pacific Blue SRI-26


Hemlock Green SRI-36

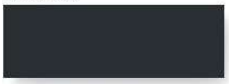

Forest Green SRI-24

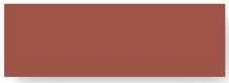

Graphite Black SRI-26
Formerly: Black

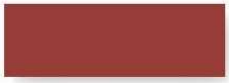

Dark Bronze SRI-22

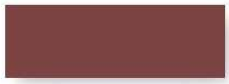

Musket SRI-31

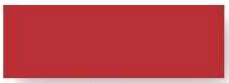

Pine Green SRI-25


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.

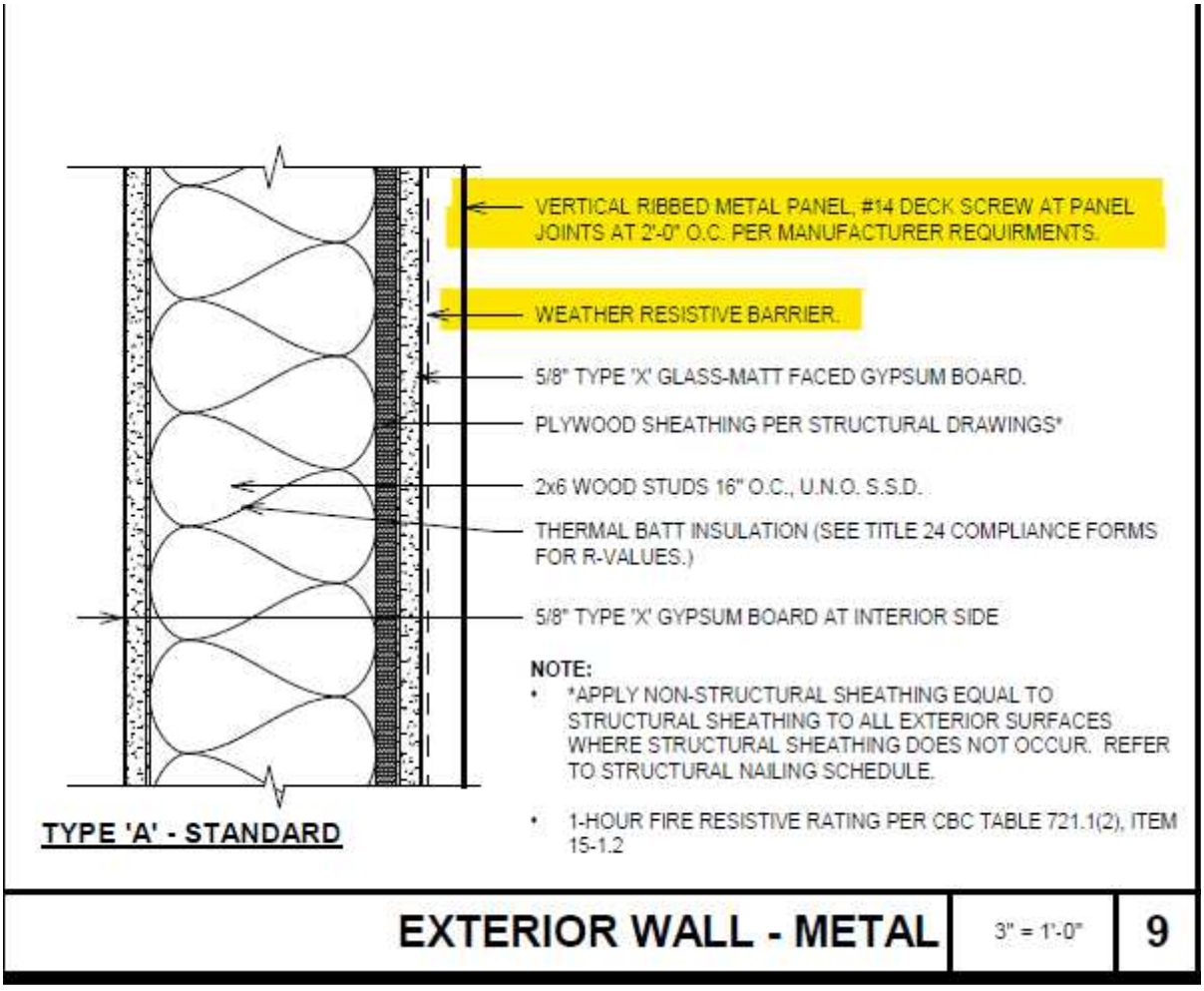
Polystick® XFR is a dual-purpose fire-resistant and self-adhered waterproofing underlayment approved for applications up to 265°F. This underlayment features our patent-pending **Burn-Shield Technology™**, which offers fire resistance capable of achieving the highest level of fire ratings. Polystick 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**



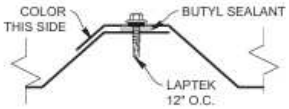
# TAYLOR METAL PRODUCTS

# HR-34™ CA Roof & Wall

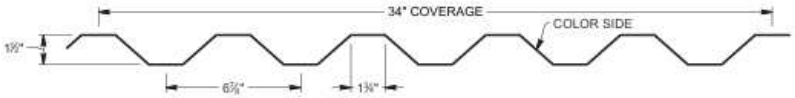
ICC EVALUATION SERVICE® **ICC-ES EVALUATION REPORT #5045 AND #5046 with CBC-CRC Supplement**



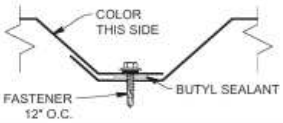
## LAP DETAIL



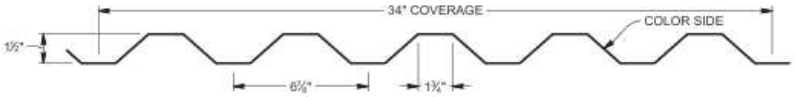

## ROOF & WALL PROFILE




## 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

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<br>Class A | Flame Spread<br>Index Class |
| ASTM E84 | Surface Burning Characteristics | 25<br>Class A | Smoke Developed<br>Index Class |
| NFPA 285 | Flame Propagation/Multiple Assemblies | – | Pass |
| – | Ultra Violet Light Exposure (UV) | 270<br>9 | Days<br>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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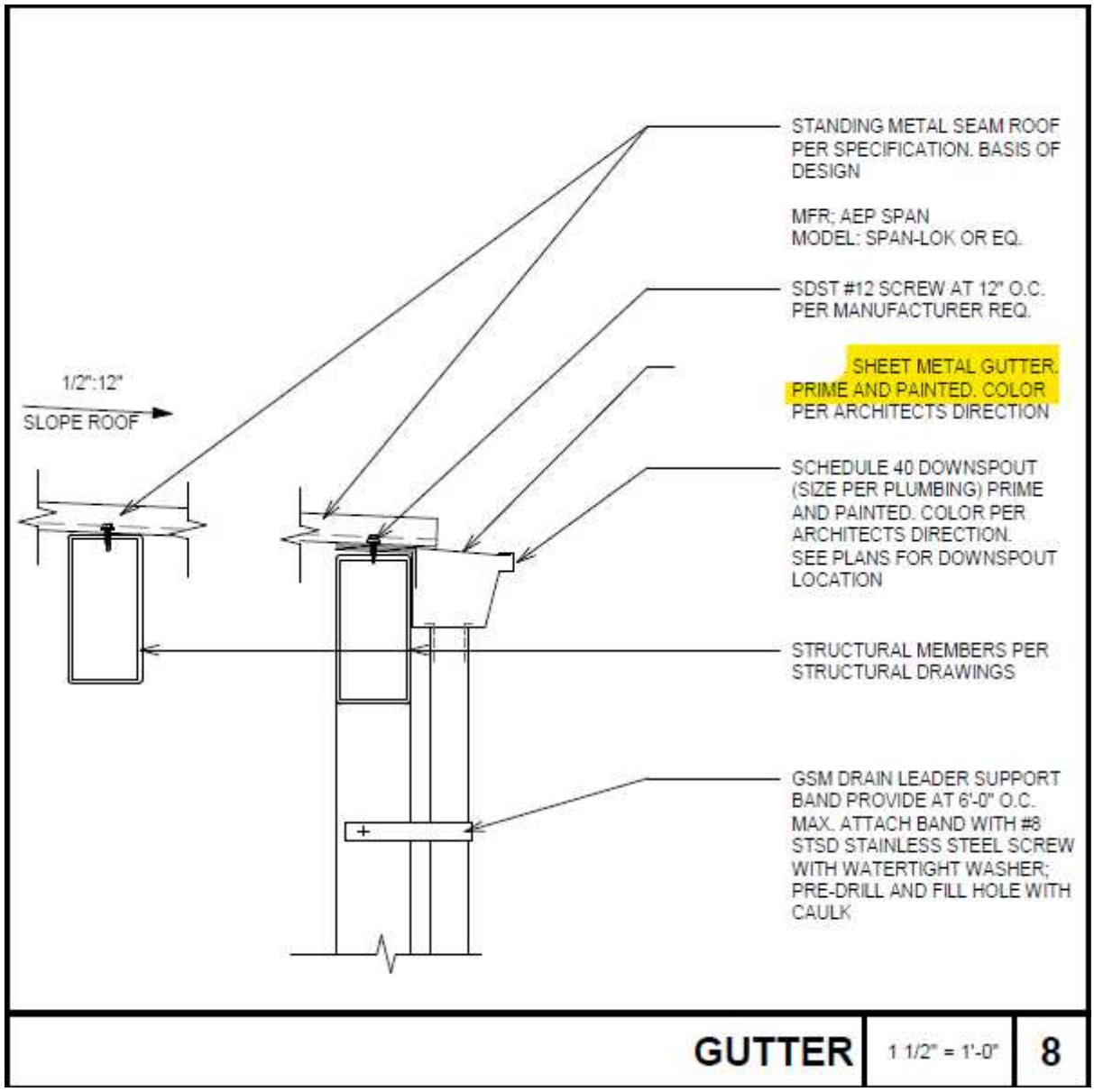
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43-D100053-enNA-1119 CDP

## 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

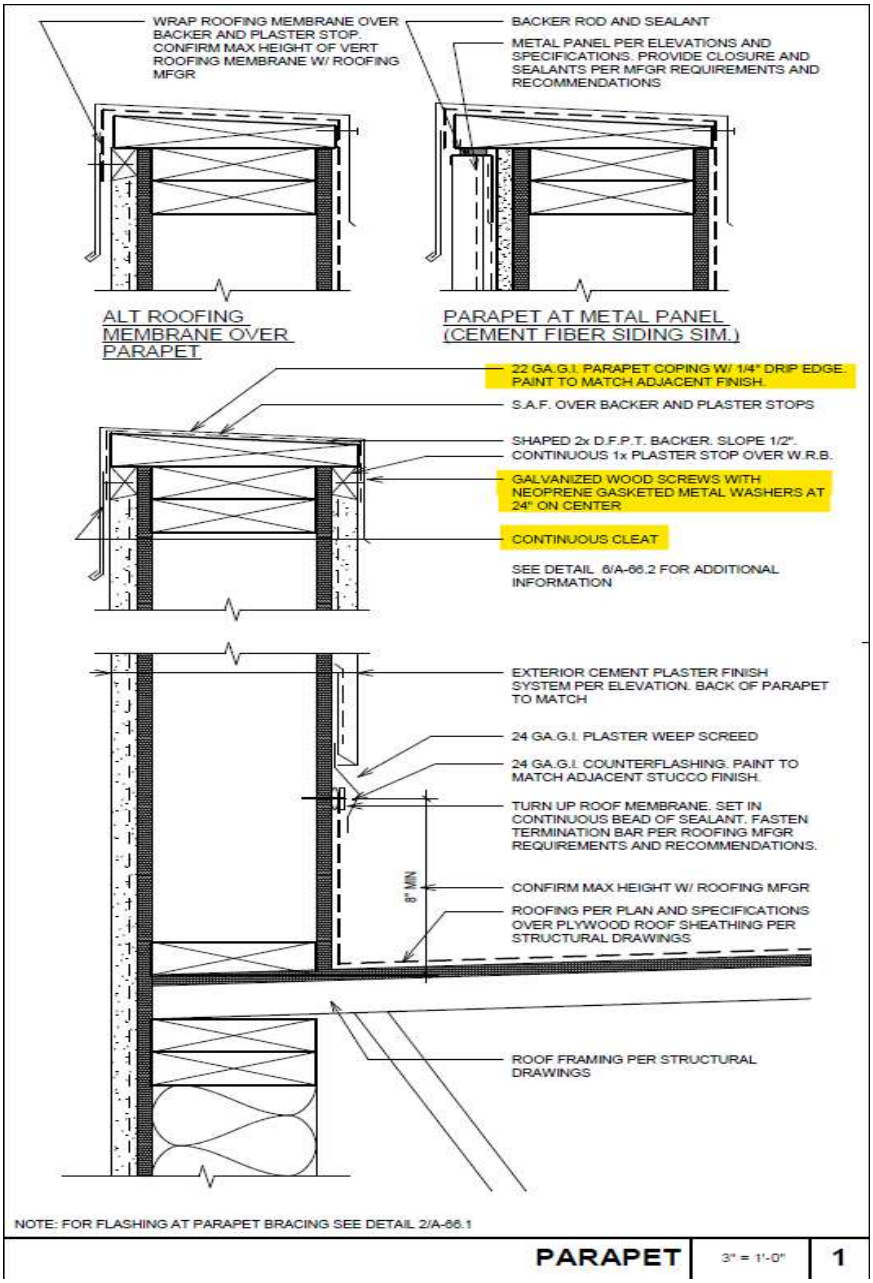
**Contract Price Gutter only Building 1……$ 8,892.00**
**Contract Price Gutter only Building 2……$ 4,796.00**
**Contract Price Gutter only Trash Enclosure……$ 1,096.00**



# 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

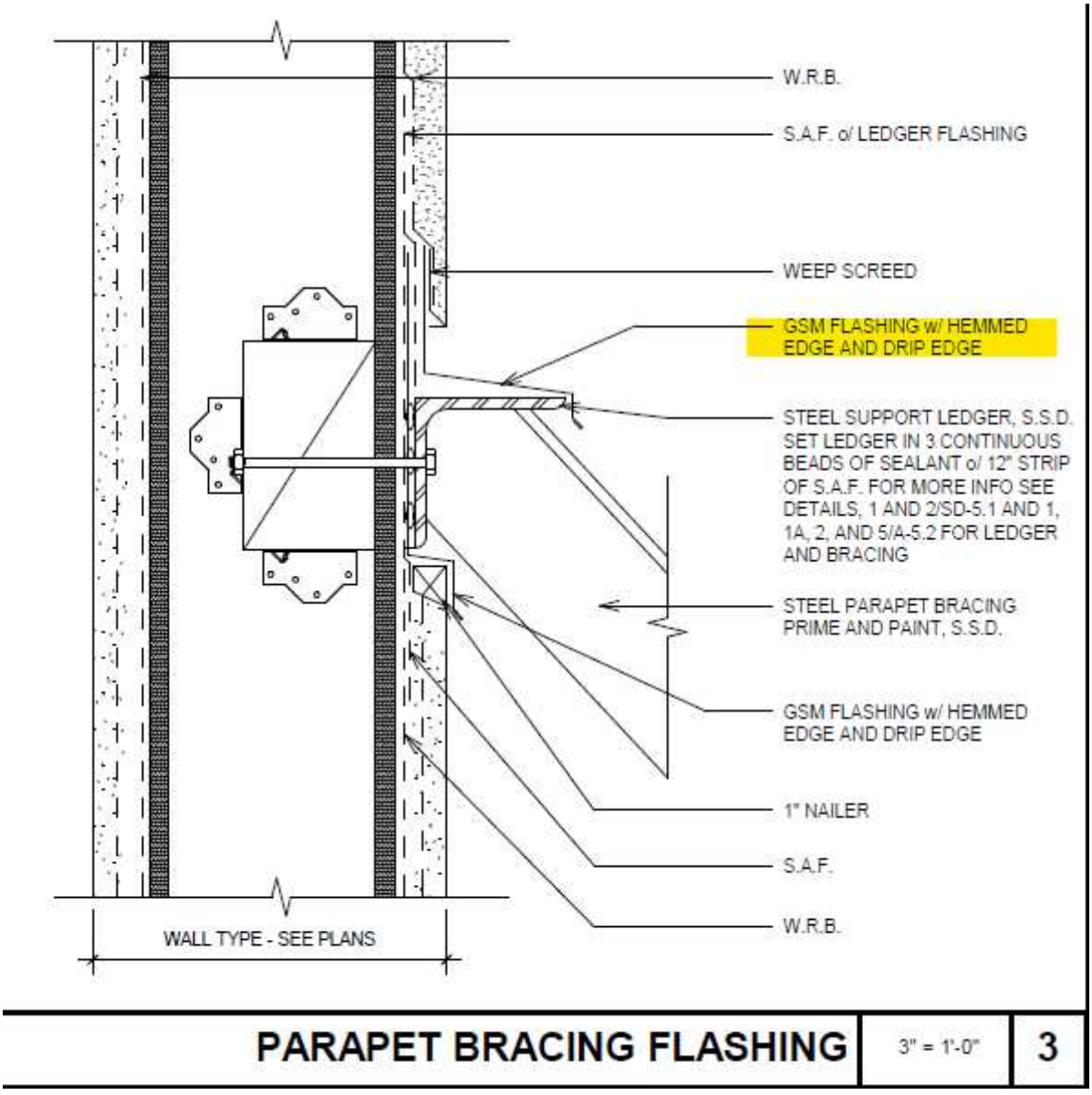
**Contract Price Coping Building 1…….$ 34,705.00**
**Contract Price Coping Building 2…….$ 29,685.00**
**Contract Price Coping Building 3…….$ 15,636.00**



## 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

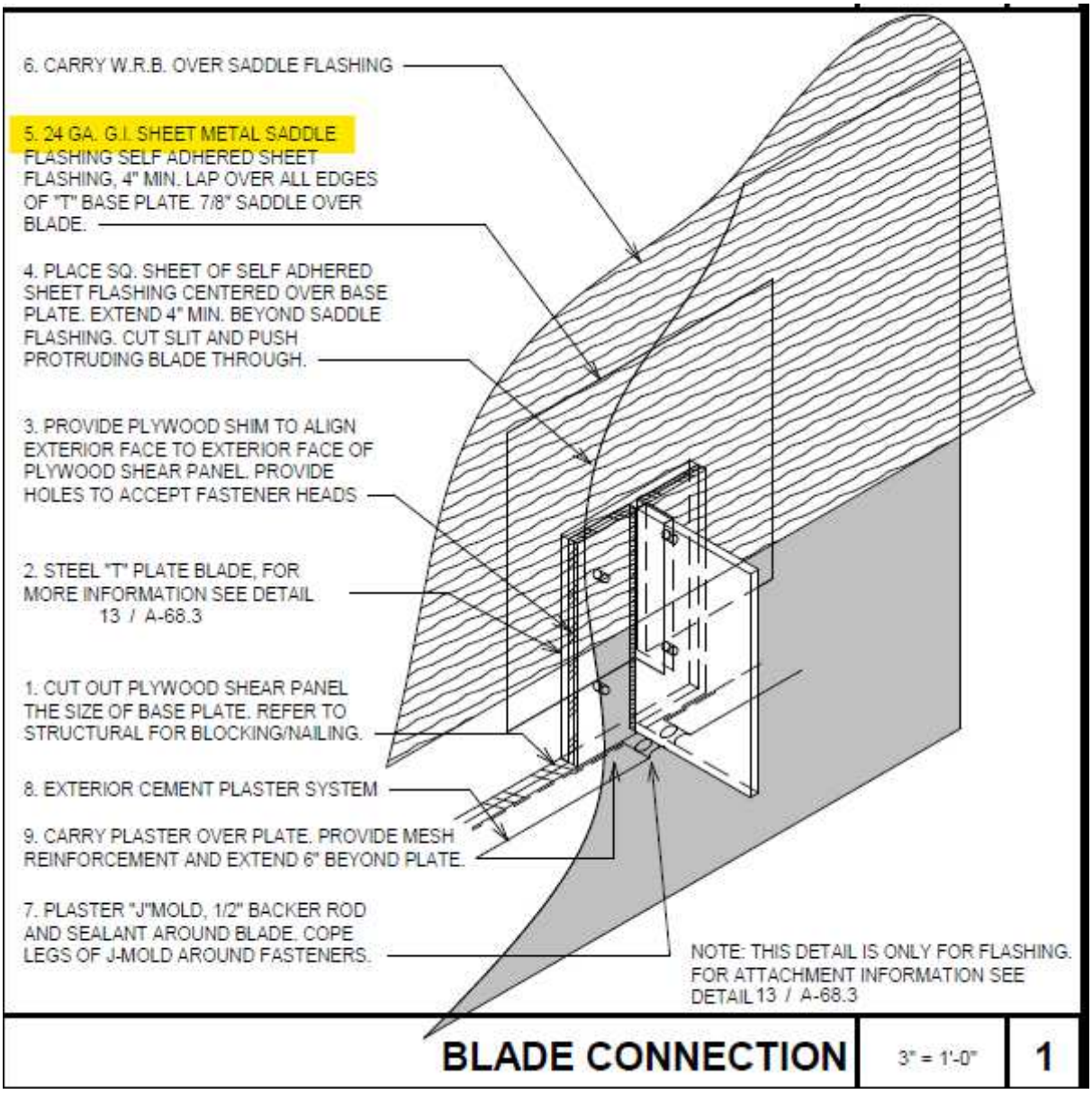
**Contract Price Flash Building 1……$ 17,241.00**
**Contract Price Flash Building 2……$ 11,258.00**
**Contract Price Flash Building 3……$ 9,440.00**



## 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

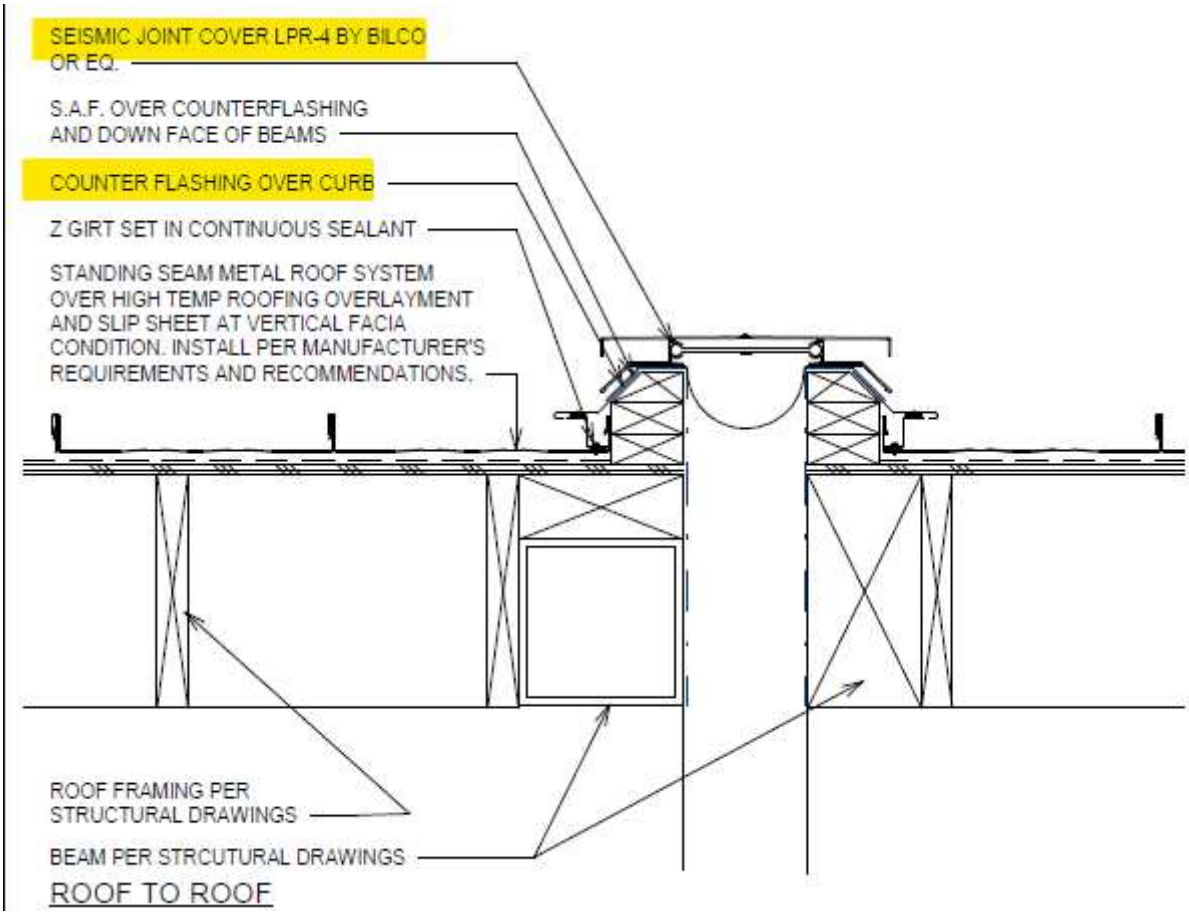
**Contract Price Building 1……$ 5,434.00**
**Contract Price Building 2……$ 1,025.00**
**Contract Price Building 3……$ 2,264.00**
**Contract Price Guardrails……$ 4,163.00**

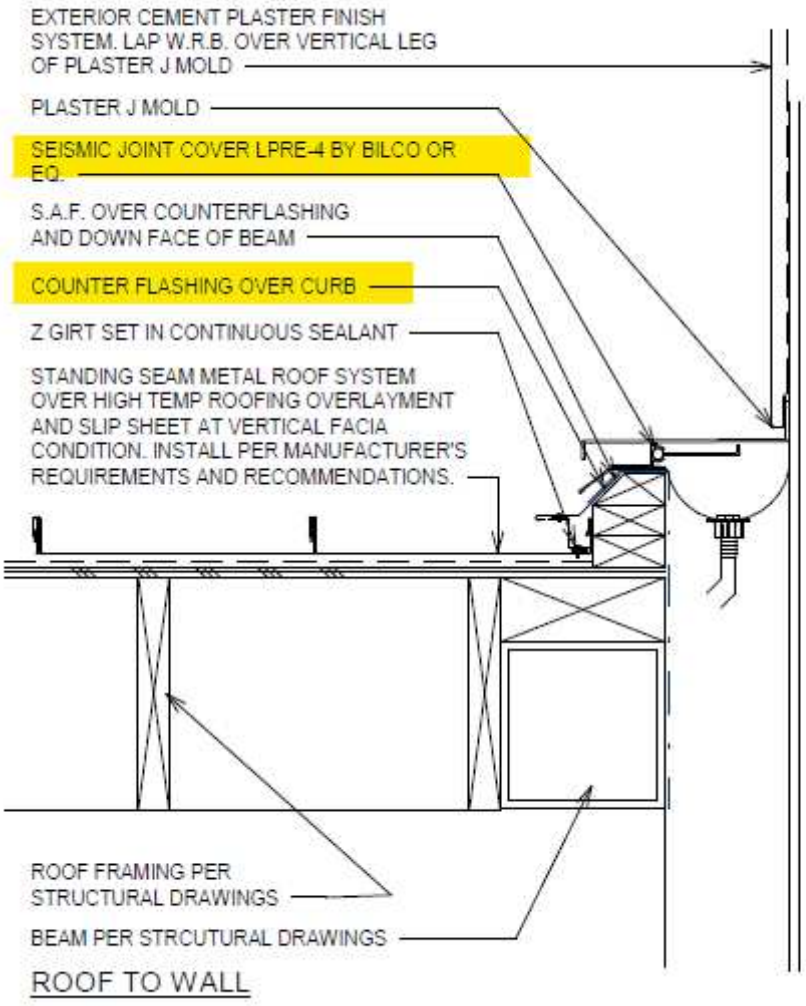


## 7. Expansion Joint install

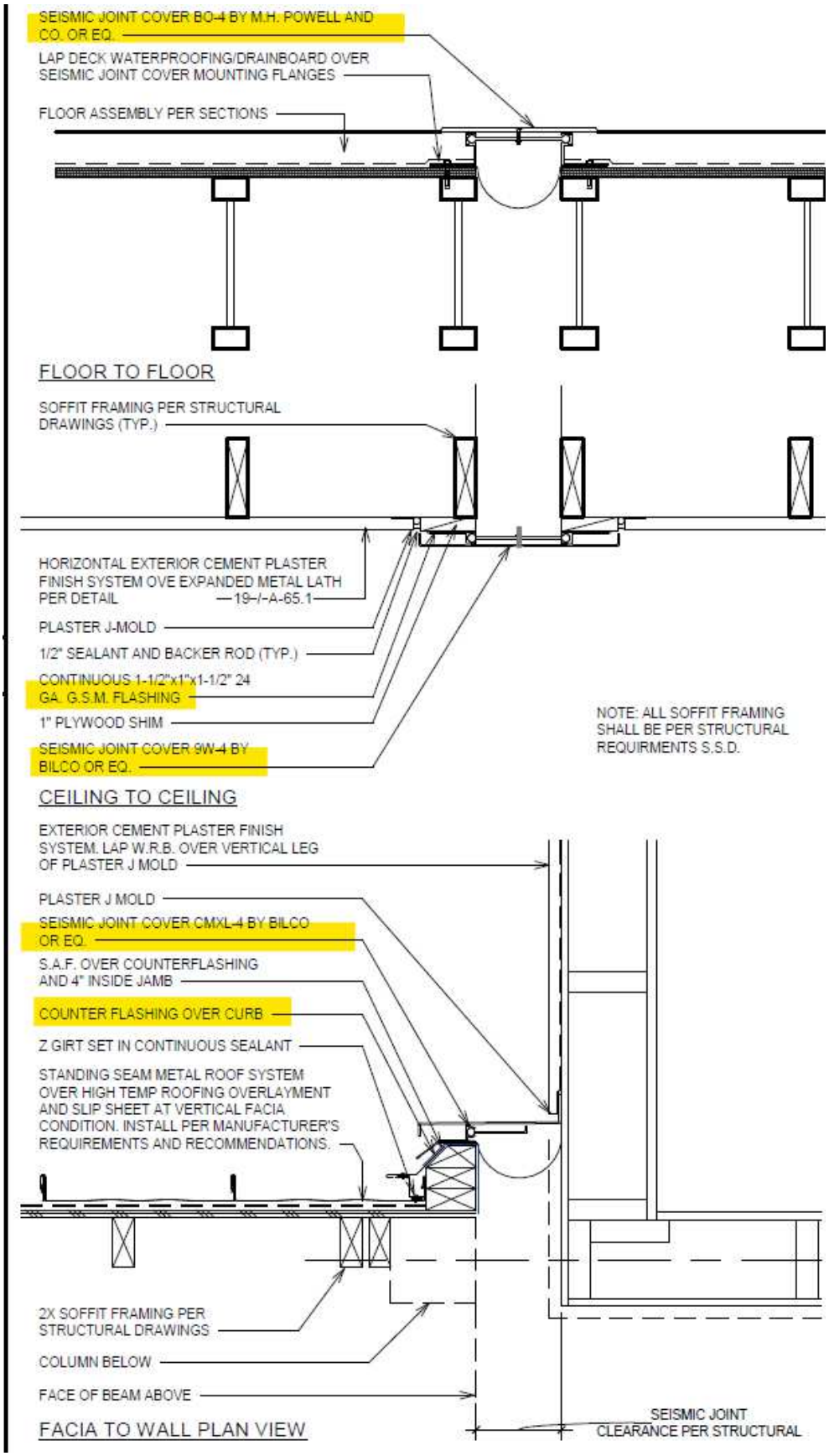
Provide and install Construction Specialties expansion products;
RFD-400
RFDW-400
AFW-400
AFWC-400
AFW-400
AFWC-400
BRJW-400V
BRJW-400
(SASM, underlayment's, stucco weeps, or screeds by others)

**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

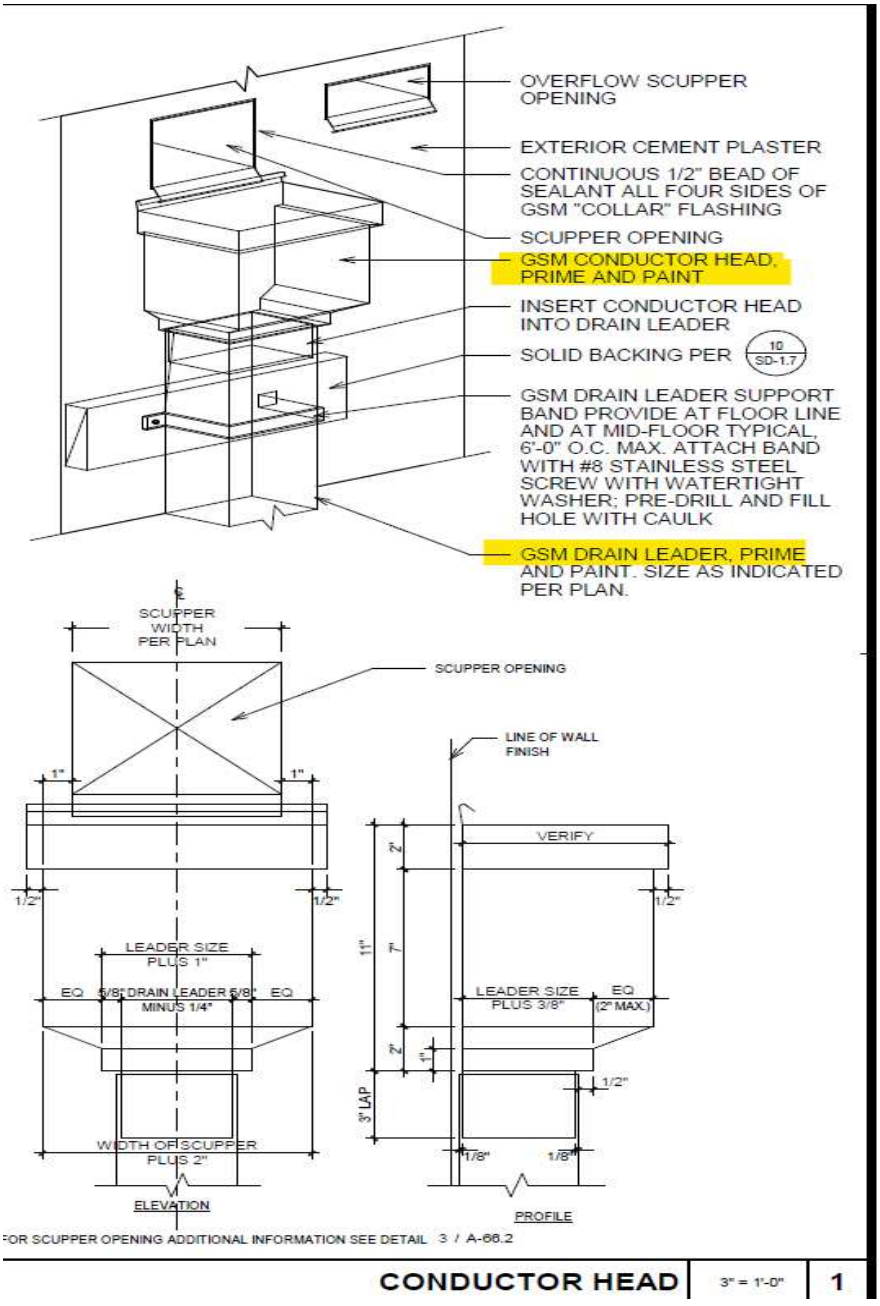
## 8. Leader head/ downspout installs typical

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**

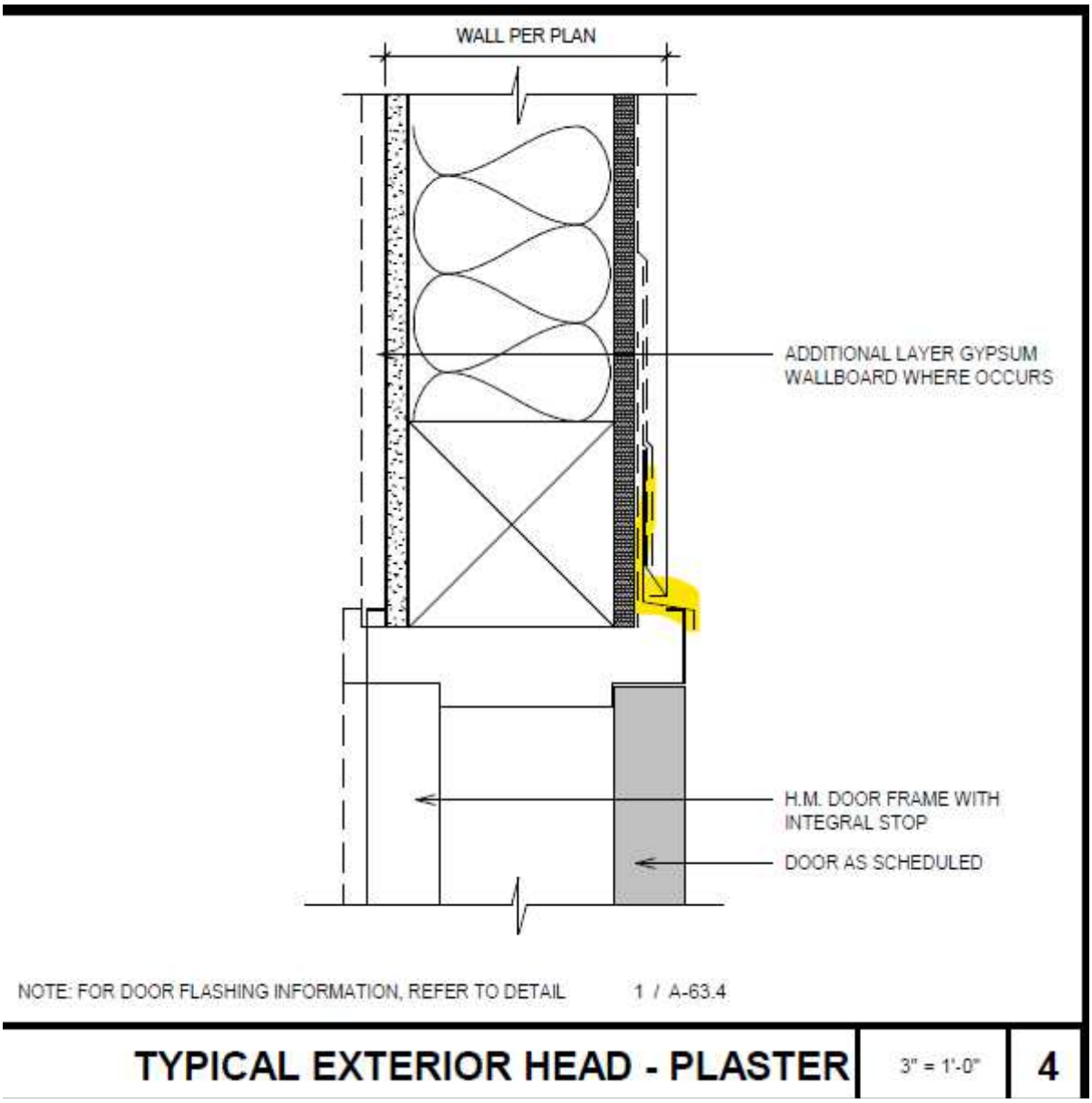


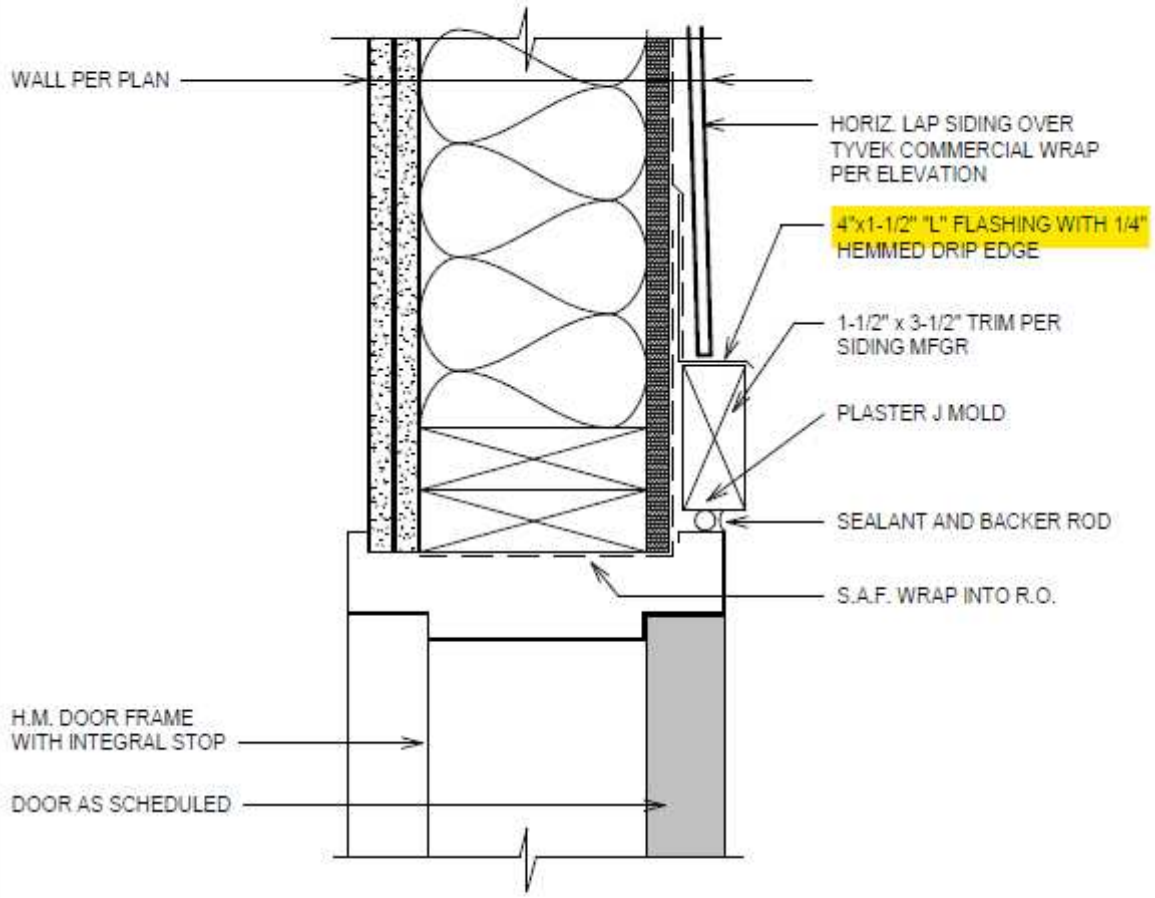
## 9. Door Head Typical

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**





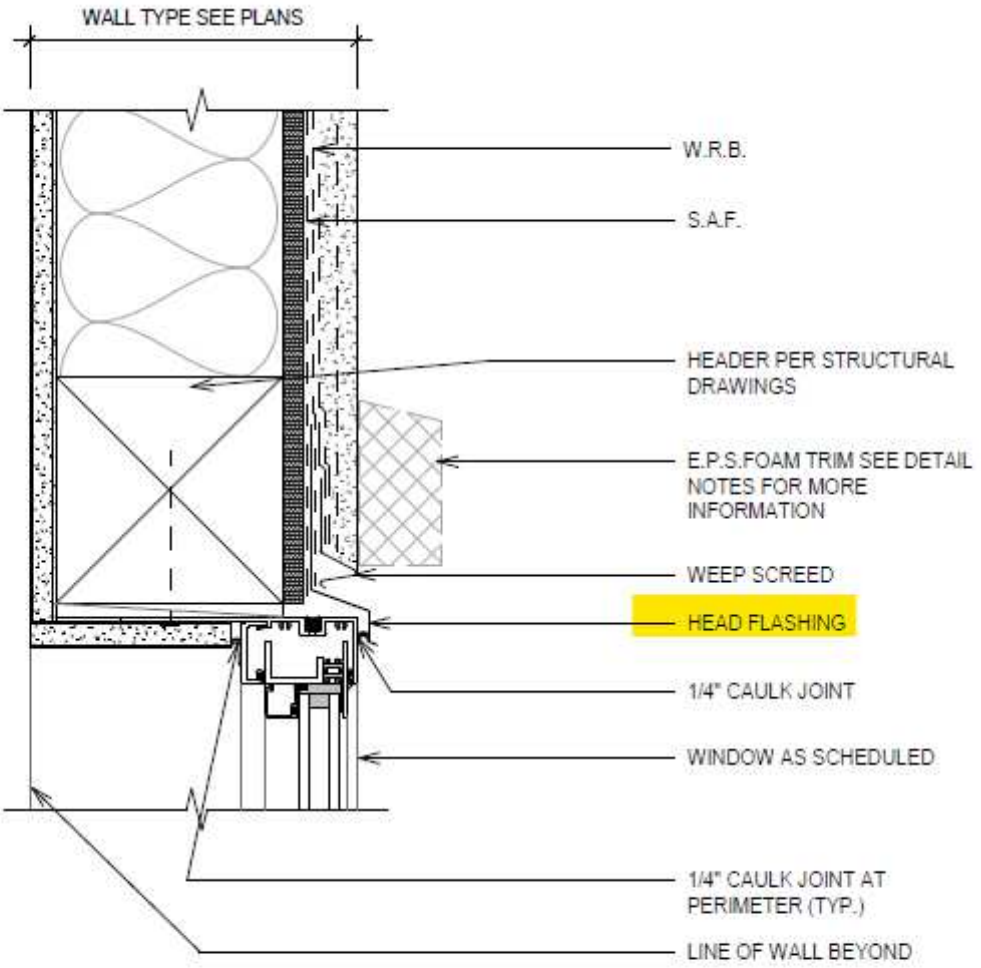

NOTE: FOR DOOR FLASHING INFORMATION, REFER TO DETAIL 1 / A-63.4

**EXTERIOR HEAD - SIDING** | 3" = 1'-0" | **11**

# 10. Window Head/Sill Typical

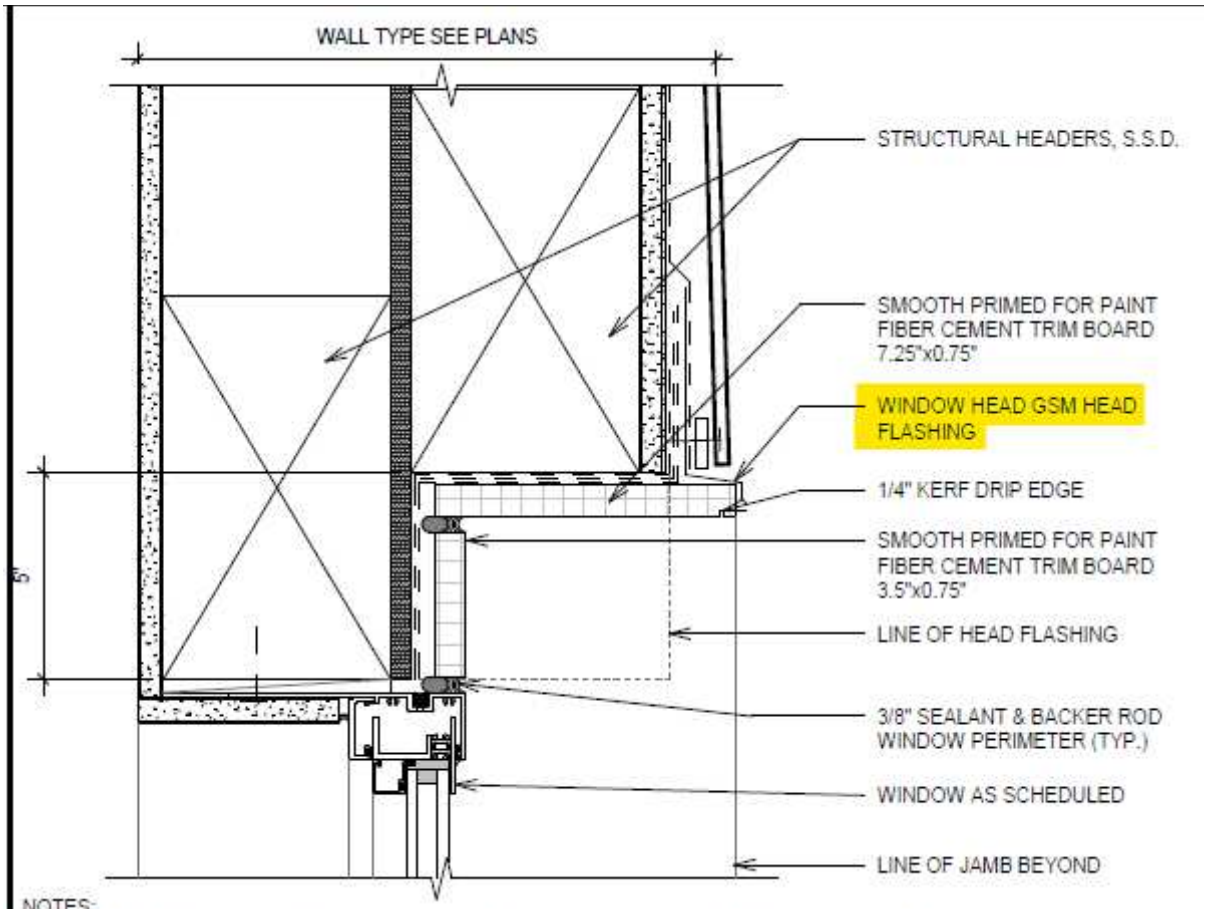
Provide and install approx. 485’ of 24 ga bonderized window head flash.
Provide and install approx. 40’ of 24 ga bonderized window sill flash.
(SASM, underlayment’s, Stucco weeps, or screeds by others)

**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

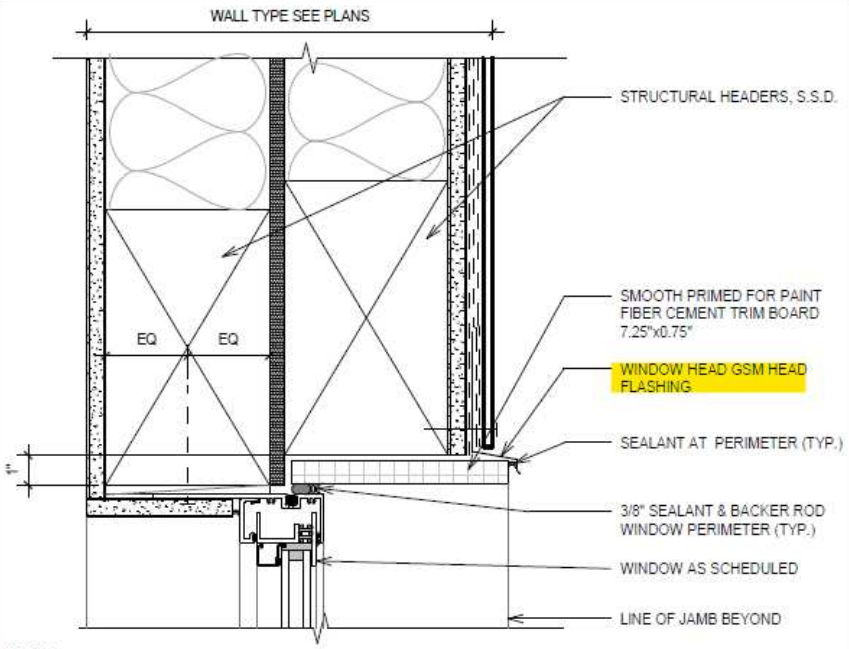
| FLUSH WINDOW HEAD AT EXT. PLASTER | 3" = 1'-0" | 3 |
|---|---|---|




NOTES:

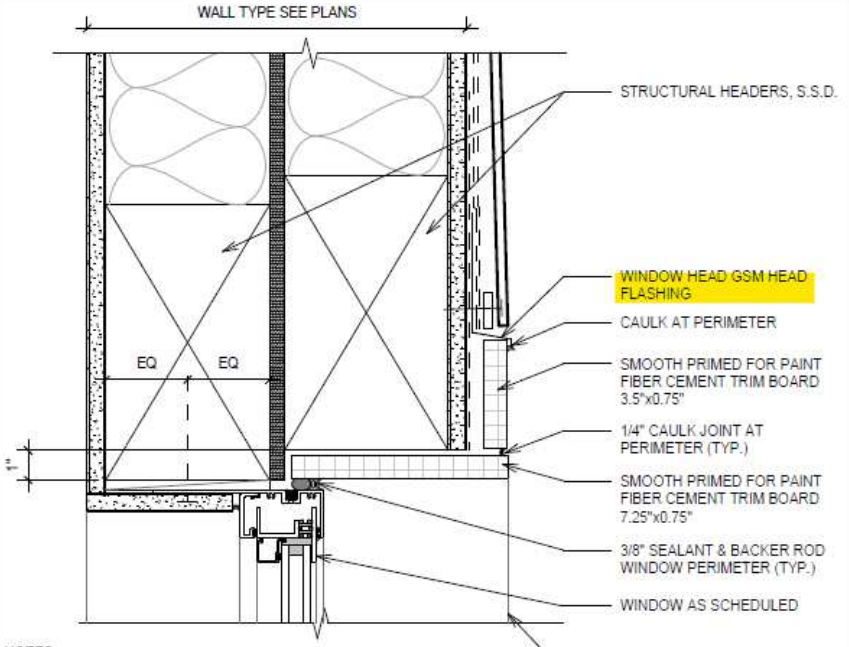
- FURRING WALL ATTACHMENT TO STRUCTURAL WALL, SEE STRUCTURAL DETAIL 16/SD-4.3
- SEE DETAIL 5/A-63.5 FOR RECESSED WINDOW FLASHING SEQUENCE.
- SEE DETAIL #1 ON THIS SHEET FOR TYPICAL NOTES AND DIMENSIONS, SIMILAR CONDITIONS AND ADDITIONAL INFORMATION
- FIBER CEMENT TRIM BOARD NAILING SHALL BE A 6d 0.092" 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 |
|---|---|---|



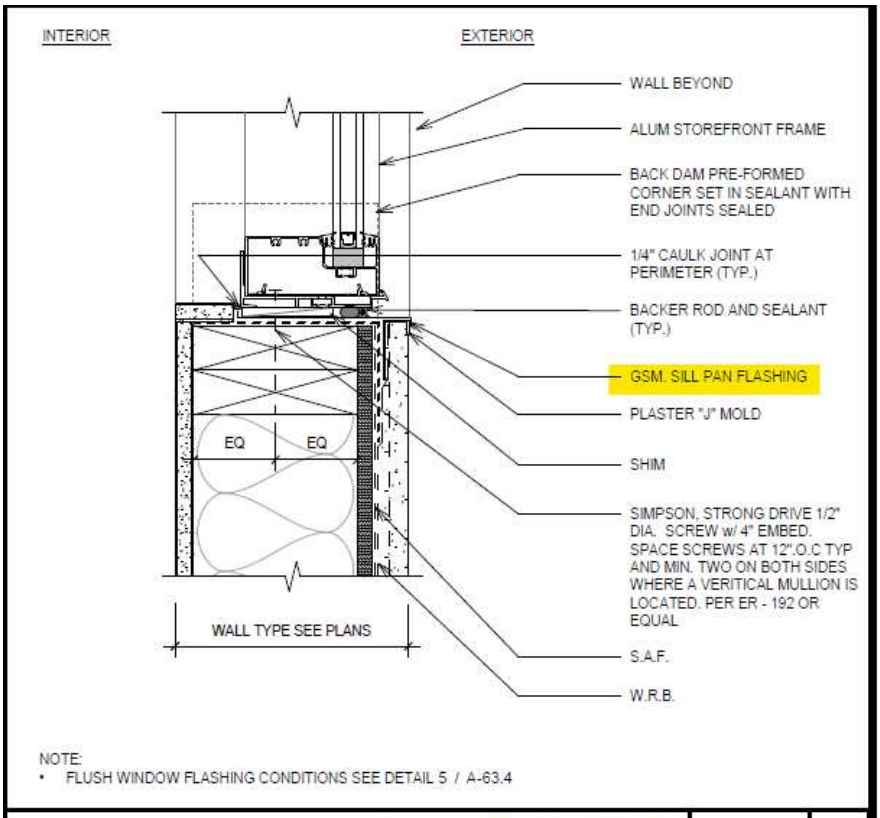

NOTES:
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- CONTRACTOR SHALL PREPARE AND PRIME NAILS HEADS FOR PAINTING

**RECESSED WINDOW HEAD AT VERT. SIDING** | 3" = 1'-0" | **20**



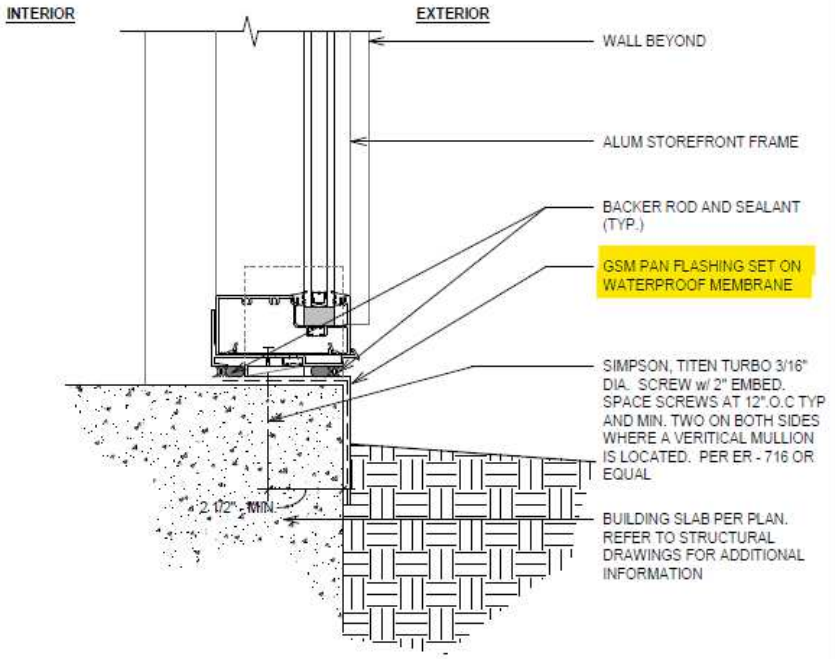

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- FIBER CEMENT TRIM BOARD NAILING SHALL BE A 6d 0.092" SHANK x .0219" x 2.0" LONG GALV. AT 16" O.C. PER MFR. REQ.
- CONTRACTOR SHALL PREPARE AND PRIME NAILS HEADS FOR PAINTING

**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

# 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.<br>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
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COMMERCIAL ~ RESIDENTIAL

**EL MONTE OFFICE**
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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

2438






## 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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1666 Ramona Ave. Suite A
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1125 East Stanford Court
Anahiem CA, 92805
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
DIR#1000004368
Bond Rate: 1.005%

**SO CAL OFFICE**
1125 East Stanford Court
Anaheim, CA 92805
Ph:(714) 627-2605 ♦ Fax:(805) 473-8188

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.

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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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| City | **Ventura** | CA | ZIP **93003** | | |
| Phone | **805-487-3871** | Fax | **805-487-3870** | | |

**Job Information**

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|---|---|---|---|---|---|
| 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 | |
| | | | |

**2462**

# 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**

Viola

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Name | **Viola Constructors Inc.** | Attn.: | **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 | |

| | | | |
|---|---|---|---|
| **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. | |

**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:

| | | | |
|---|---|---|---|
| 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 | |
| | | | |

# 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 | | | |

| | | | |
|---|---|---|---|
| **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 | |

**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:

| | | | |
|---|---|---|---|
| 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 |
| | | | |

# 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 | | | |

| | | | |
|---|---|---|---|
| **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

**2467**

# 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 | | | |

Proposal Accepted and Approved by : _____ Date : _____

**2468**

# 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<br>Furnish Install throughout classrooms<br>48,000 SF | $376,000.00 |
| CPT-1 – Tarkett Per Specs – Per Spec Section #09 68 10<br>Furnish Install at offices<br>415 SY | $20,750.00 |
| Resilient Base<br>Tarkett Per Specs<br>Furnish install throughout perimeter<br>9,000 LF | $18,920.00 |
| RAF- Rubber Athletic Flooring Per Spec Section #09 65 66<br>Per Specs<br>Furnish Install at MPR Gym<br>8,900 SF | $88,000.00 |

## Proposal / Contract # 8931-1

| | | |
|---|---|---|
| **Flooring Bid:** | $503,670.00 | TBD per Contract<br><br>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

CAPITOL CARPET
FLOOR COVERING

Proposal / Contract #8931-1

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| **Via e-mail:** estimating@violainc.com | | | **Proposal Date**: 10/30/2025 |
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| **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<br>Furnish Install throughout classrooms<br>48,000 SF | $376,000.00 |
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## Proposal / Contract # 8931-1

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|---|---|---|
| **Flooring Bid:** | $503,670.00 | TBD per Contract<br><br>Balance due upon completion |
| **Tile Bid:** | | |

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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

# 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**

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**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

Platinum
VISUAL SOLUTIONS

| | |
|---|---|
| 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:**<br>SOUND ABSORPTIVE ACOUSTICAL WALL PANELS<br>QTY: 15<br>SIZE: 4' X 8'<br>FABRIC INCLUDED IN PANEL WITH A 40 DOLLAR ALLOWANCE<br>COLOR TBD<br>FABRIC TBD<br><br>*- 2-128 - Music - South (6) Panels*<br>*- 2-128 - Music - South Vestibule (2) Panels*<br>*- 2-128 - Music - East (2) Panels*<br>*- 2-128 - Music - North (3) Panels*<br>*- 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.*<br><br>*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.

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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
www.tarltonandson.com

**COAST OFFICE**
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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.*



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***Vice President***
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# 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**

---

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

Platinum
VISUAL SOLUTIONS

| | |
|---|---|
| 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 |

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.

| | |
|---|---|
| **Subtotal:** | $24,361.62 |
| **Taxes:** | $1,711.85 |
| **Grand Total:** | $26,073.47 |
| *Credit Card Surcharge:* | *3.00%* |
| *Total with Surcharge:* | *$26,855.67* |

**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<br>1130 N M Street<br>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<br>Description: SS Stirrup Brackets, SM Hinges, SS Shoes, Standard Color TBD | 47 ea |
| Phenolic Urinal Screen<br>Description: 24"x48" Wall Hung, SS Stirrup Brackets, Standard Color TBD | 10 ea |

### Toilet Accessories

| | Quantity |
|---|---|
| WHB1LDS<br>Description: FeedbackReport image feedback Deb Stoko Dispenser, Manual, Cartridge Refill, 1000mL, Finish: Glossy | 45 ea |
| B-3574<br>Description: ClassicSeries® Recessed Seat-Cover Dispenser, Sanitary Napkin Disposal and Toilet Tissue Dispenser | 12 ea |
| B-3579<br>Description: ClassicSeries® Surface-Mounted, Seat-Cover Dispenser, Sanitary Napkin Disposal and Toilet Tissue Dispenser | 9 ea |
| B-357<br>Description: ClassicSeries® Partition-Mounted, Seat-Cover Dispenser, Sanitary Napkin Disposal and Toilet Tissue Dispenser | 7 ea |
| B-3474<br>Description: ClassicSeries Recessed Seat-Cover Dispenser and Toilet Tissue Dispenser, Left Side | 7 ea |
| B-3479<br>Description: ClassicSeries Surface-Mounted Seat-Cover & Toilet Tissue Dispenser | 6 ea |
| B-347<br>Description: ClassicSeries® Partition Mounted Seat Cover Dispenser and Toilet Paper Dispenser | 2 ea |
| B-1658 24 x 36<br>Description: Tempered Glass Mirror with Stainless Steel Channel Frame 24" Wide x 36" High | 45 ea |
| 2902-2874<br>Description: Hand Dryer Satin St Stl Surf Mtd ADA Universal Voltage | 31 ea |
| B-5837<br>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<br>Description: 48" Long x 1-1/4 inch Diameter - Straight/Satin Grab Bar | 4 ea |
| B-239 x 34<br>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.<br>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<br><br>RM 106 - 51 Frames: 12x15x48 Double Tier Knock Down Locker<br>RM 112 - 51 Frames: 12x15x48 Double Tier Knock Down Locker<br>continuous sloping hoods and 12"fillers or less included<br>custom color<br><br>Kitchen - 3 Frames: 12x16x72 Four Tier Knock Down Locker<br>continuous sloping hoods and 12"fillers or less included<br>zee base<br><br>Sound deadening insulation<br><br>Services included: Assembly, Shipping and Installation<br><br>EXCLUSIONS:<br>FILLERS GREATER THAN 12" IN TOTAL WIDTH<br>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<br>1130 N M Street<br>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: _____

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.**

# 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 |

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|---|---|---|---|---|---|
| 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 |

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|---|---|---|---|---|---|
| 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: | Project: | From: |
|---|---|---|
| Viola Constructors<br>Bryan Szal<br>5811 Olivas Park Drive<br>Suite 204<br>Ventura, CA 93003<br>805-487-3871 203 (Contact) | Fremont Middle School Renovation<br>1130 North M Street<br>Oxnard, CA 93030 | TriMark<br>Christina Casad<br>210 Commerce<br>Irvine, CA 92602<br>(949)474-1000<br>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**<br>Coldzone Model No. MPL-2<br>Remote Refrigeration Rack and System.<br><br>COLDZONE EXCLUDES VICTORY RIS-2D-S1-HC AND FS-2D-S1 AS THESE ARE NOW R290 WITH NO REMOTE OPTIONS.<br><br>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**<br>Thermalrite Model No. CUSTOM<br>Walk-In Cooler/Freezer Combo<br><br>18' 9" x 8' 1 3/8" - indoor UL Listed Class 1 Panel with NSF listed construction<br>1) 9' 4 1/2" x 8' 1 3/8" x 9' 9" foam rail walk-in Holding Freezer without floor<br>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**<br>Coldzone Model No. CL6E1242DDA<br>Evaporator Coil | | <Included> |
| 1-04 | 5 ea | **COOLER STORAGE**<br>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**<br>Thermalrite Model No. CUSTOM<br>Walk-In Freezer | | <Included> |
| 1-06 | 1 ea | **EVAPORATOR COIL**<br>Coldzone Model No. CL6A117ADA<br>Evaporator Coil | | <Included> |
| 1-07 | 5 ea | **FREEZER STORAGE**<br>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**<br>Metro Model No. RF13N<br>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**<br>Victory Refrigeration Model No. RIS-2D-S1-HC<br>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**<br>Victory Refrigeration Model No. FS-2D-S1-HC-R<br>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**<br>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<br>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**<br>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**<br>Owner Model No. BY OWNER Packed lt<br>Furnished and Installed by Owner | | <NIC> |
| 1-14 | 1 ea | **COMMERCIAL WASTE CONTAINER**<br>Rubbermaid Commercial Products Model No. FG262000GRAY Packed 6 ea<br>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**<br>Custom Fab Model No. STAINLESS<br>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.<br><br>Not included in proposal:<br>1. Load Center<br>2. SSM/Millwork Decor Finishes<br>3. Concrete Curbs | $5,363.60 | $5,363.60 |
| | | | **ITEM TOTAL:** | **$5,363.60** |
| 1-16 | 1 ea | **WALL SHELF (KNIFE BRACKETS)**<br>Custom Fab Model No. STAINLESS<br>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:<br>1. Load Center<br>2. SSM/Millwork Decor Finishes<br>3. Concrete Curbs | | |
| | | | **ITEM TOTAL:** | **$1,113.20** |
| 1-17 | 1 lt | **ENCLOSURE TRIM**<br>Custom Fab Model No. STAINLESS Packed lt<br>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.<br><br>Not included in proposal:<br>1. Load Center<br>2. SSM/Millwork Decor Finishes<br>3. Concrete Curbs | $483.00 | $483.00 |
| | | | **ITEM TOTAL:** | **$483.00** |
| 1-18 | 1 ea | **SPARE NUMBER**<br>Spare No. Model No. SPARE | | <Spare No.> |
| 1-19 | 1 ea | **SPARE NUMBER**<br>Spare No. Model No. SPARE | | <Spare No.> |
| 1-20 | 1 ea | **3-COMP SINK ASSEMBLY**<br>Custom Fab Model No. STAINLESS<br>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.<br><br>Not included in proposal:<br>1. Load Center<br>2. SSM/Millwork Decor Finishes<br>3. Concrete Curbs | $3,352.25 | $3,352.25 |
| | | | **ITEM TOTAL:** | **$3,352.25** |
| 1-20.1 | 3 ea | **DRAIN, LEVER / TWIST WASTE**<br>Fisher Model No. 22209<br>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)**<br>Custom Fab Model No. STAINLESS<br>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.<br><br>Not included in proposal:<br>1. Load Center | $151.80 | $151.80 |

| Item | Qty | Description | Sell | Sell Total |
|---|---|---|---|---|
| | | 2. SSM/Millwork Decor Finishes<br>3. Concrete Curbs | | |
| | | | **ITEM TOTAL:** | **$151.80** |
| 1-22 | 1 lt | **WALL FLASHING**<br>Custom Fab Model No. STAINLESS Packed lt<br>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.<br><br>Not included in proposal:<br>1. Load Center<br>2. SSM/Millwork Decor Finishes<br>3. Concrete Curbs | $1,466.25 | $1,466.25 |
| | | | **ITEM TOTAL:** | **$1,466.25** |
| 1-23 | 2 ea | **WALL / SPLASH MOUNT FAUCET**<br>T&S Brass Model No. B-0291<br>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**<br>Custom Fab Model No. STAINLESS<br>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.<br><br>Not included in proposal:<br>1. Load Center<br>2. SSM/Millwork Decor Finishes<br>3. Concrete Curbs | $1,006.25 | $1,006.25 |
| | | | **ITEM TOTAL:** | **$1,006.25** |
| 1-25 | 1 ea | **COMMERCIAL WASTE CONTAINER**<br>Rubbermaid Commercial Products Model No. FG262000GRAY Packed 6 ea<br>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)**<br>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.<br><br>Not included in proposal:<br>1. Load Center<br>2. SSM/Millwork Decor Finishes<br>3. Concrete Curbs | | |
| | | | **ITEM TOTAL:** | **$151.80** |
| 1-27 | 1 ea | **HAND SINK**<br>AERO Manufacturing Model No. HSADA-SE<br>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**<br>T&S Brass Model No. B-1146-04<br>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**<br>Spare No. Model No. SPARE | | <Spare No.> |
| 1-30 | 1 ea | **SPARE NUMBER**<br>Spare No. Model No. SPARE | | <Spare No.> |
| 1-31 | 1 ea | **MIXER STAND W/UTENSIL RACK**<br>Custom Fab Model No. STAINLESS<br>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.<br><br>Not included in proposal:<br>1. Load Center<br>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**<br>Hobart Model No. HL200-1STD<br>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**<br>T&S Brass Model No. B-0610<br>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**<br>Custom Fab Model No. STAINLESS<br>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.<br><br>Not included in proposal:<br>1. Load Center<br>2. SSM/Millwork Decor Finishes<br>3. Concrete Curbs | $1,817.00 | $1,817.00 |
| | | | **ITEM TOTAL:** | **$1,817.00** |
| 1-35 | 1 ea | **WALL SHELF (KNIFE BRACKETS)**<br>Custom Fab Model No. STAINLESS<br>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.<br><br>Not included in proposal: | $197.80 | $197.80 |

| Item | Qty | Description | Sell | Sell Total |
|---|---|---|---|---|
| | | 1. Load Center<br>2. SSM/Millwork Decor Finishes<br>3. Concrete Curbs | | |
| | | | **ITEM TOTAL:** | **$197.80** |
| 1-36 | 1 ea | **VEGETABLE WASHING SYSTEM**<br>Power Soak Model No. CUSTOM<br>POWER PREP MUNIT O.D. 75" RIGHT TO LEFT X 30" FRONT TO BACK AS FOLLOWS:<br>0" RIGHT HEMMED END<br>18" SOILED DRAINBOARD<br>36" 4-BAY WASH TANK X 19" DEEP<br>21" CLEAN DRAINBOARD<br>0" LEFT HEMMED END<br>UNIT TO SHIP IN (2) SECTIONS WITH NON-WELDED JBZ FIELD JOINT<br>1 EA POWERPREP-PSK POWER PREP<br>34 EA DECK-HEIGHT-PSK Deck Height<br>75 EA LENGTH-PSK System Length<br>1 EA WIDTH-30-PSK NARROW 30 INCHES FRONT TO BACK SYSTEM<br>1 EA TYPE-1PC-PSK ONE-PIECE CONSTRUCTION<br>1 EA HES-R-SLD-30-PSK 0" HEMMED END SPLASH, SOILED RIGHT END<br>1 EA SDB-18-30-PSK 17-18" SOILED DRAIN BOARD<br>1 EA WS-36R-ADVANCED-RIF-PSK 36" ADVANCED PRODUCE WASH SINK 4-BAY, REMOVABLE INTAKE/JE...<br>1 EA PS-50ADV-R-1PH-VFD-208/230-CDB-PROD-PSK PPA CONTROL, PS-50 W/VARIABLE FLOW, CLEAN DRAINBOARD MTG, ...<br>1 EA CDB-24-30-PSK 21-24" CLEAN DRAIN BOARD<br>1 EA HES-L-CLN-30-PSK 0" HEMMED END SPLASH, CLEAN LEFT END<br>1 EA PS-QDC-PSK 1/2" PRE-RINSE COMBO/XTRA-LONG HOSE/VACUUM BRKR/QUICK DS...<br>1 EA DREBV-PSK DRAIN BALL VALVE REAR OUTLET<br>**** Due to the size of the order, liftgate services will not be available, and alternative unloading arrangements must be made****<br>**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**<br>Power Soak<br>Pre-Rinse Faucet Assembly | | <Included> |
| 1-38 | 1 ea | **SPARE NUMBER**<br>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<br>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<br>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**<br>Spare No. Model No. SPARE | | <Spare No.> |
| 1-45 | 2 ea | **CONVECTION OVEN, ELECTRIC**<br>Montague Company Model No. 2EK12A<br>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**<br>RATIONAL Model No. ICP 6-FULL ON 10-FULL E 208/240V 3 PH<br>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**<br>Custom Fab Model No. STAINLESS<br>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.<br><br>Not included in proposal:<br>1. Load Center<br>2. SSM/Millwork Decor Finishes<br>3. Concrete Curbs | $1,569.75 | $1,569.75 |
| | | | **ITEM TOTAL:** | **$1,569.75** |
| 1-54 | 1 ea | **FIRE PROTECTION SYSTEM**<br>Streivor, Inc. Model No. ANSUL R102<br>Fire Protection System | $12,604.00 | $12,604.00 |
| | | | **ITEM TOTAL:** | **$12,604.00** |
| 1-55 | 1 ea | **FIRE PULL BOX**<br>Streivor, Inc. Model No. CUSTOM<br>part of item 1-54 | | <Included> |
| 1-56 | 1 ea | **CLASS K FIRE EXTINGUISHERS**<br>NOT IN CONTRACT Model No. BY G.C.<br>Class K Fire Extinguishers | | <NIC> |
| 1-57 | 1 ea | **COMMERCIAL WASTE CONTAINER**<br>Rubbermaid Commercial Products Model No. FG262000GRAY<br>Packed 6 ea<br>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<br>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**<br>Spare No. Model No. SPARE | | <Spare No.> |
| 1-59 | 1 ea | **SPARE NUMBER**<br>Spare No. Model No. SPARE | | <Spare No.> |
| 1-60 | 1 ea | **SPARE NUMBER**<br>Spare No. Model No. SPARE | | <Spare No.> |
| 1-61 | 1 ea | **WORK TABLE WITH DRAWER**<br>Custom Fab Model No. STAINLESS<br>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:<br>1. Load Center<br>2. SSM/Millwork Decor Finishes<br>3. Concrete Curbs | | |
| | | | **ITEM TOTAL:** | **$3,731.75** |
| 1-62 | 1 ea | **WALL SHELF (KNIFE BRACKETS)**<br>Custom Fab Model No. STAINLESS<br>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.<br><br>Not included in proposal:<br>1. Load Center<br>2. SSM/Millwork Decor Finishes<br>3. Concrete Curbs | $822.25 | $822.25 |
| | | | **ITEM TOTAL:** | **$822.25** |
| 1-63 | 1 ea | **MOBILE HEATED CABINET**<br>Cres Cor Model No. H137SUA12D<br>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**<br>Beverage Air Model No. PH1-1HS-PT<br>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**<br>Beverage Air Model No. PRD1HC-1AS<br>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**<br>Lakeside Manufacturing Model No. 603<br>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**<br>Multiteria Model No. HLS72<br>Hot Wells Counter | $38,627.30 | $38,627.30 |
| | | | **ITEM TOTAL:** | **$38,627.30** |
| 1-68 | 1 ea | **UTILITY COUNTER**<br>Multiteria Model No. ULS48<br>Utility Counter | $12,656.68 | $12,656.68 |
| | | | **ITEM TOTAL:** | **$12,656.68** |
| 1-69 | 1 ea | **SPARE NUMBER**<br>Spare No. Model No. SPARE | | <Spare No.> |
| 1-70 | 2 ea | **MILK COOLER**<br>Beverage Air Model No. ST49HC-S<br>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**<br>Multiteria Model No. CLS72<br>Cold Wells Counter | $45,046.50 | $45,046.50 |
| | | | **ITEM TOTAL:** | **$45,046.50** |
| 1-72 | 1 ea | **5 COLD WELL FOOD COUNTER - SALAD**<br>Multiteria Model No. CLS84<br>Cold Wells Counter | $42,008.00 | $42,008.00 |
| | | | **ITEM TOTAL:** | **$42,008.00** |
| 1-73 | 1 ea | **HEATED CABINET, UNDERCOUNTER**<br>Cres Cor Model No. H137SUA5D<br>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**<br>Multiteria Model No. ULS60<br>Mobile Landing Cabinet | $11,402.34 | $11,402.34 |
| | | | **ITEM TOTAL:** | **$11,402.34** |
| 1-75 | 1 ea | **FLATWARE & TRAY CART**<br>Lakeside Manufacturing Model No. 603<br>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**<br>Multiteria Model No. HLS72<br>Hot Wells Counter | $38,627.30 | $38,627.30 |
| | | | **ITEM TOTAL:** | **$38,627.30** |
| 1-77 | 1 ea | **UTILITY COUNTER**<br>Multiteria Model No. ULS48<br>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**<br>Multiteria Model No. CLS72<br>Cold Wells Counter | $45,046.50 | $45,046.50 |
| | | | **ITEM TOTAL:** | **$45,046.50** |
| 1-79 | 1 ea | **5 COLD WELL FOOD COUNTER - SALAD**<br>Multiteria Model No. CLS84<br>Cold Wells Counter | $42,008.00 | $42,008.00 |
| | | | **ITEM TOTAL:** | **$42,008.00** |
| 1-80 | 1 ea | **HEATED CABINET, UNDERCOUNTER**<br>Cres Cor Model No. H137SUA5D<br>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**<br>Custom Fab Model No. STAINLESS<br>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.<br><br>Not included in proposal:<br>1. Load Center<br>2. SSM/Millwork Decor Finishes<br>3. Concrete Curbs | $379.50 | $2,277.00 |
| | | | **ITEM TOTAL:** | **$2,277.00** |
| 1-82 | 4 ea | **CORNER GUARDS**<br>Custom Fab Model No. STAINLESS<br>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.<br><br>Not included in proposal:<br>1. Load Center<br>2. SSM/Millwork Decor Finishes<br>3. Concrete Curbs | $207.00 | $828.00 |
| | | | **ITEM TOTAL:** | **$828.00** |
| 1-83 | 4 ea | **PANEL TRIM**<br>Custom Fab Model No. STAINLESS<br>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.<br><br>Not included in proposal:<br>1. Load Center<br>2. SSM/Millwork Decor Finishes<br>3. Concrete Curbs | **ITEM TOTAL:** | **$552.00** |
| 1-84 | 4 ea | **WALL CAPS**<br>Custom Fab Model No. STAINLESS<br>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.<br><br>Not included in proposal:<br>1. Load Center<br>2. SSM/Millwork Decor Finishes<br>3. Concrete Curbs | $322.00<br>**ITEM TOTAL:** | $1,288.00<br>**$1,288.00** |
| 1-85 | 3 lt | **EMPLOYEE LOCKERS**<br>Owner Model No. BY OWNER Packed lt<br>Furnished and Installed by Owner | | <NIC> |
| 66605 | 1 lt | **PAYMENT AND PERFORMANCE BOND**<br>TriMark Model No. P&P BOND Packed lt<br>Bond Rate if Required 2% | $19,941.13<br>**ITEM TOTAL:** | $19,941.13<br>**$19,941.13** |
| 77701 | 1 ea | **MANUFACTURER SHOP DRAWINGS**<br>TriMark Model No. SHOP DRAWINGS<br>Shop Drawings | $1,975.00<br>**ITEM TOTAL:** | $1,975.00<br>**$1,975.00** |
| 77702 | 1 ea | **MEP COORDINATION DRAWINGS**<br>TriMark Model No. SUBMITTALS<br>MEP Coordination Drawings | $3,562.50<br>**ITEM TOTAL:** | $3,562.50<br>**$3,562.50** |
| 77704 | 1 ea | **SEISMIC CALCS**<br>TriMark Model No. SEISMIC<br>Seismic Engineering/Calculations for Hoods - estimate (ROM) only. Awaiting quote and will update once received. | $2,500.00<br>**ITEM TOTAL:** | $2,500.00<br>**$2,500.00** |
| 77705 | 1 ea | **SEISMIC CALCS**<br>Thermalrite Model No. SEISMIC<br>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<br>Miscellaneous Seismic Hardware Allowance | | |
| | | | **ITEM TOTAL:** | **$1,250.00** |
| 77707 | 1 lt | **FORKLIFT/CRANE**<br>TriMark Model No. FORKLIFT/CRANE Packed lt<br>Forklift and Crane as necessary | $5,000.00 | $5,000.00 |
| | | | **ITEM TOTAL:** | **$5,000.00** |
| 77709 | 1 lt | **PARKING**<br>TriMark Model No. PARKING Packed lt<br>Parking Allowance if Required | $600.00 | <Alternate> |
| | | | **ITEM TOTAL: <Alternate>** | **$600.00** |
| 88801 | 1 ea | **PROJECT MANAGEMENT**<br>TriMark Model No. PROJECT MANAGEMENT<br>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**<br>TriMark Install Model No. S/S FAB<br>Installation of Custom Fab and manufactured equipment per plans & specifications.<br><br>Installation based on union, prevailing wage labor, seismic, DSA only, taking place Monday - Friday during normal working hours w/ reasonable access.<br><br>***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**<br>TriMark Install Model No. HOODS<br>Hanging of Hood(s)<br><br>Not included:<br>1. Structural steel<br>2. Calculations<br><br>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**<br>TriMark Install Model No. WALK INS<br>Assemble Walk in cooler(s) | $13,608.00 | $13,608.00 |
| | | | **ITEM TOTAL:** | **$13,608.00** |
| 88805 | 1 ea | **INSTALLATION OF REMOTE REFRIGERATION**<br>TriMark Install Model No. REFRIGERATION<br>Install Remote Refrigeration. Compressor Rack to be located no more than 100 linear feet from Remote Refrigerated Units.<br><br>Included:<br>1 cooler<br>1 freezer<br>2 Stand up fridges with one compressor<br>12x12 s/s plates to install evaporators<br>No seismic pipe hangers<br>No electrical/drains/cores | $47,040.00 | $47,040.00 |
| | | | **ITEM TOTAL:** | **$47,040.00** |
| 88806 | 1 | **FIRE SYSTEM PRE-TEST**<br>TriMark Install Model No. FIRE SYSTEM<br>Fire System Pre-Test | $1,002.00 | $1,002.00 |
| | | | **ITEM TOTAL:** | **$1,002.00** |
| 88808 | 1 ea | **START UP AND CALIBRATION**<br>TriMark Model No. START UP<br>Start Up and Calibration of Cooking Equipment | $1,200.00 | $1,200.00 |
| | | | **ITEM TOTAL:** | **$1,200.00** |
| 88813 | 1 ea | **INSTALLATION OF RATIONAL**<br>RATIONAL Model No. RATIONAL<br>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**<br>TriMark Model No. ORIGINAL STAGING<br>Receive, Uncrate, Assemble equipment, prepare for delivery<br>Price includes 90 days of staging.<br>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**<br>TriMark Model No. DELIVERY<br>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**<br>TriMark Model No. ESCALATION Packed lt<br>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**<br>TriMark Model No. ESCALATION Packed lt<br>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.

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

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

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 | Job location | |
| Viola Constructors | 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

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

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.**

SIERRA
SCHOOL EQUIPMENT CO.

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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- 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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**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

2592

# 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**<br>More personalized services through our Otis ONE IoT digital platform to keep you ahead of potential issues. | **Safety**<br>Safety is at the core of who are as a company. We prioritize safety and every passenger's health and well-being. |
| **Support**<br>From resources and tools to guidance and expertise, Otis makes planning and managing smarter and simpler. | **Experience**<br>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 | |



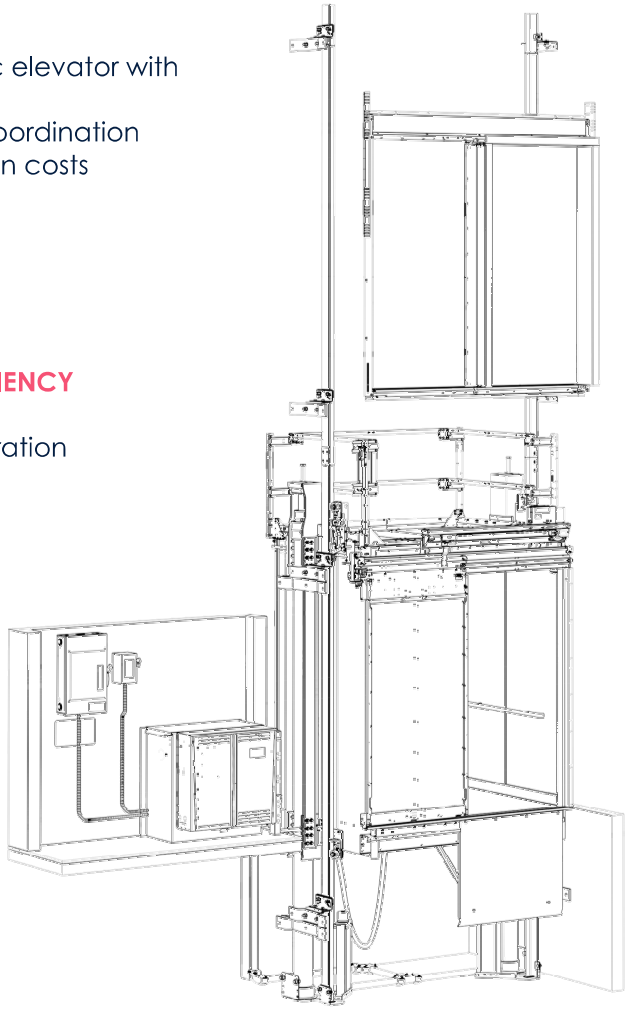

The HydroFit system is another example of Otis' commitment to perfecting elevator technology. Because the HydroFit system is from Otis, you can rest assured that it comes with the reliability and service you've come to expect.

## 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)<br>Depth: 5 ft 11 in 0 (1803 mm) | Pit depth: 4 ft 0 in 0 (1219 mm)<br>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)<br>Clear car: 6 ft 5 in 9/16 (1970 mm) wide 4 ft 3 in 9/16 (1310 mm) deep<br>Cab: Otis steel shell cab with raised laminate wall panels<br>Cab flooring: Furnished and installed by others: 1 1/4 in (32mm) recess<br>Car sill: Aluminum<br>Car front(s) and door(s): Brushed stainless steel<br>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.<br>Ceiling: 6-LED, drop, brushed steel finish | |
| **Car Signals** | Car operating panel: Standard swing COP with Otis ONE™ Pro<br>Position indicator: 2 position LCD display<br>Buttons: Round, ⅛" projected brushed stainless steel with an LED illuminated halo<br>In car lanterns: 1 | |
| **Entrance Features** | Type: One Speed Side Slide<br>Size: 42 in (1067 mm) wide x 84 in (2134 mm) high<br>Frames: 2 Brushed stainless steel<br>Doors: 2 Brushed stainless steel<br>Sills: 2 extruded, aluminum | |
| **Hall Signals** | Finish: Stainless steel<br>Hall Stations: Jamb mounted fixtures<br>Buttons: Round, ⅛" projected brushed stainless steel with an LED illuminated halo | Combo position indicator/hall lantern(s): 0<br>Hall Lanterns: 0<br>Hall fixtures: At all landings |
| **Standard Features included** | Access key switches at top and bottom landings<br>Firefighter's service, phase I and II<br>Standard Braille markings<br>OPTIGUARD™ 2D door protection system | Emergency communication call button<br>Sleep Mode Operation<br>Otis ONE™ Pro<br>Emergency car lighting<br>AccessAlert™ (hoistway access alarm system) |
| **Optional Features included** | Independent Service<br>1 set of protective cab wall pads with hooks | Emergency Return Unit |
| **Code Compliance** | ASME A17.1/CSA B44 | Seismic provisions included<br>Code Year: 2004<br>State: California |
| **Maintenance** | 12 months after acceptance of elevator by owner.<br>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.<br>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.***

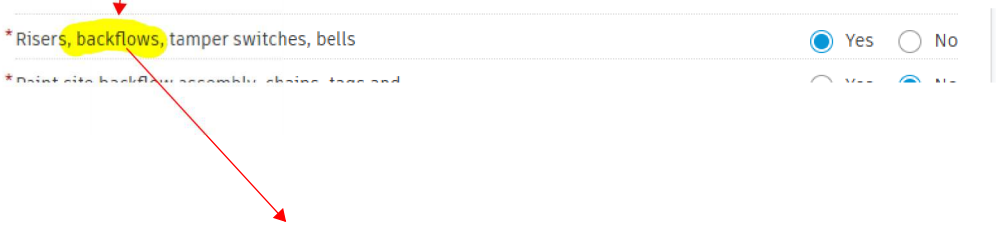
## ADD ALTERNATES TO ABOVE BASE BID:

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

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## 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.

# 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
805.621.5050 fax | tobrien@smithmep.com email
*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
805.621.5050 fax | tobrien@smithmep.com email
*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*



2700

# 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

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| | | | |
|---|---|---|---|
| **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 |

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| **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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| | 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:**<br>The above prices, specifications and conditions are satisfactory and are hereby accepted.<br>**Buyer:** _____<br>**Signature:** _____<br>**Date of Acceptance:** _____ | **CONFIRMED:**<br>**Sam Hill & Sons, Inc.**<br>**Authorized Signature:** _____<br>**Estimator:** Spencer Hill<br>(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

**Proposal:** 2025 125
**Date:** 10/30/2025

| To: | Project: |
|---|---|
| **VIOLA CONSTRUCTORS INC.**<br>**ESTIMATING DEPT.**<br>**c/o Bryan Szal** | **FREMONT MIDDLE SCHOOL RECONSTRUCTION**<br>1130 North M Street<br>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**

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**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.

**2730**

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: _____

**2731**

**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** |

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**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.

## 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,<br>a California School District |
| Michael T. Viola<br>***Signature*** | Lisa A. Franz<br>***Signature*** |
| Michael T. Viola, President / CEO<br>***Name/Title*** | Lisa A. Franz, Director, Purchasing<br>***Name/Title*** |
| October 25, 2023<br>***Date*** | 10-30-2023<br>***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,<br>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<br><br>*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:** January 14, 2026

**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 06, 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 14th day of January, 2026 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 15, 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 15, 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:** January 14, 2026

**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

TYR

Inspection Serv 2774

DSA & HCAI Inspection

Inspection Services
DSA & HCAI Inspection

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9. Appendix – Certificates of Insurance
10. Appendix – TYR Brochure


**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 - 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.

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**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.

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**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.

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**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

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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.

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**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
DSA & HCAI Inspection

KEVIN JETERS
INSPECTOR OF RECORD
DSA CLASS I

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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<br>Fremont Middle School Reconstruction | IOR Services (James or Kevin)<br>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

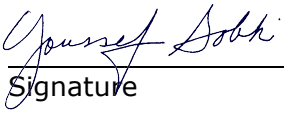
City, State, Zip:

Youssef Sobhi

Certified by: (type or print)

President

Title



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<br>☐ grant<br>☐ cooperative agreement loan<br>☐ loan guarantee<br>☐ loan insurance | ☐ bid/offer/application<br>☐ initial award<br>☐ post-award | ☐ initial filing<br>☐ material change<br>For material change only:<br>Year_____quarter _____<br>Date of last report_____ |

| 4. Name and Address of Reporting Entity: | 5. If Reporting Entity in No. 4 is Sub-awardee, |
|---|---|
| _____Prime _____Sub-awardee<br>Tier_____, if Known:<br><br>Congressional District, if known: | Enter Name and Address of Prime:<br><br>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:*<br>$ |
| 10a. Name and Address of Lobbying Registrant<br>*(if individual, last name, first name, MI):* | 10b. Individuals Performing Services *(including address if different from No. 10a)*<br>*(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:**<br><br>**_____**<br><br>**Print Name:**<br><br>**_____**<br><br>**Title:**<br><br>**_____**<br><br>**Telephone No.: _____ Date:**<br><br>**___** |
| **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.

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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.

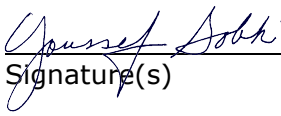
Contractor/Company Name

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.


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# 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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| 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@maascо.com |


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Inspection Services
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## 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<br>26361 Crown Valley Parkway #230<br>Mission Viejo, CA 92691<br>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.<br>18672 Florida Street<br>Suite 302-D<br>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<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | X | X | 680-00B8234176 | 9/9/2025 | 9/9/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $ 2,000,000<br>$ 1,000,000<br>$ 5,000<br>$ 2,000,000<br>$ 4,000,000<br>$<br>$ |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | X | | BA - B834679A-1 | 9/9/2025 | 9/9/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $ 1,000,000<br>$<br>$<br>$<br>$ |
| C | [X] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | CUP-00B8255147 | 9/9/2025 | 9/9/2026 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 3,000,000<br>$ 3,000,000<br>$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | UB-00B825393A | 9/9/2025 | 9/9/2026 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| E | PROFESSIONAL LIABILITY | | | PSO0340493435 | 9/9/2025 | 9/9/2026 | PER CLAIM LIMIT<br>AGGREGATE LIMIT | 2,000,000<br>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:** January 14, 2026

**Agenda Section:** Section D: Action Items

**Acceptance of Oxnard School District Audit Report, June 30, 2025 (Pifko/Núñez)**

The Oxnard School District Audit Report for Fiscal Year 2024-25 was prepared by the independent auditing firm Nigro and Nigro PC. The audit was conducted in accordance with applicable state and federal requirements and provides an independent review of the District's financial statements and internal controls. The audit report is presented to the Board of Trustees for review and acceptance.

**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 accept the Oxnard School District Audit Report as of June 30, 2025.

**ADDITIONAL MATERIALS:**

**Attached:** Oxnard School District General Audit Report June 30, 2025 (110 pages)

# OXNARD SCHOOL DISTRICT
## VENTURA COUNTY
## AUDIT REPORT
### For the Fiscal Year Ended
### June 30, 2025

NIGRO & NIGRO PC

2810

**OXNARD SCHOOL DISTRICT**
*For the Fiscal Year Ended June 30, 2025*
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*For the Fiscal Year Ended June 30, 2025*
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# *Financial Section*

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NIGRO & NIGRO PC

A Professional Accountancy Corporation

# INDEPENDENT AUDITORS' REPORT

Board of Trustees
Oxnard School District
Oxnard, California

## Report on the Audit of the Financial Statements

***Opinions***

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Oxnard School District, as of and for the fiscal year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Oxnard School District, as of June 30, 2025, and the respective changes in financial position for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and the *2024-25 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting.* Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.



Elizabeth Nigro, CPA | Jeff Nigro, CPA, CFE | Shannon Bishop, CPA | Peter Glenn, CPA, CFE | Paul J. Kaymark, CPA
Jessica Miller, CPA | Angelika Vartikyan, CPA | Jared Solmonsen, CPA

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WALNUT CREEK OFFICE 2121 N. California Blvd. Suite 290, Walnut Creek, CA 94596 • P: (844) 557-3111 • F: (844) 557-3444
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***Changes in Accounting Principle***
As discussed in Note 1 to the financial statements, the District has implemented the provisions of GASB Statement No. 101, *Compensated Absences.* Accordingly, prior year liabilities on the Statement of Net Position were restated to adopt this standard. Our opinion is not modified with respect to this matter.

***Auditors' Responsibilities for the Audit of the Financial Statements***
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

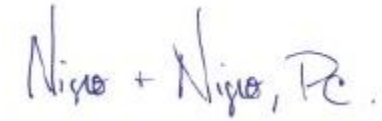
***Required Supplementary Information***
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, schedule of proportionate share of the net pension liability, schedule of pension contributions, schedule of changes in the District's total OPEB liability and related ratios, schedule of OPEB contributions, schedule of the District's proportionate share of the net OPEB liability-MPP Program, and the notes to the required supplementary information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

***Supplementary Information***
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The Schedule of Expenditures of Federal Awards as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and other supplementary information listed in the table of contents are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards and other supplementary information listed in the table of contents are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

***Other Information***
Management is responsible for the other information included in the annual report. The other information comprises the LEA Organization Structure but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to the materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

**Other Reporting Required by *Government Auditing Standards***
In accordance with *Government Auditing Standards,* we have also issued our report dated November 26, 2025, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



Murrieta, California
November 26, 2025

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This discussion and analysis of Oxnard School District's financial performance provides an overview of the District's financial activities for the fiscal year ended June 30, 2025. Please read it in conjunction with the District's financial statements, which immediately follow this section.

## FINANCIAL HIGHLIGHTS

- The District's financial status increased overall as a result of this year's operations. Net position of governmental activities increased by $1.6 million, or 1.5%.
- Governmental expenses were about $326.9 million. Revenues were about $328.5 million.
- The District acquired over $29.2 million in new capital assets during the year.
- Governmental funds decreased by $36.6 million, or 13.1%.
- Reserves for the General Fund decreased by $8.7 million or 10.2%. Revenues were $286.2 million, and expenditures and other financing uses were $318.4 million.

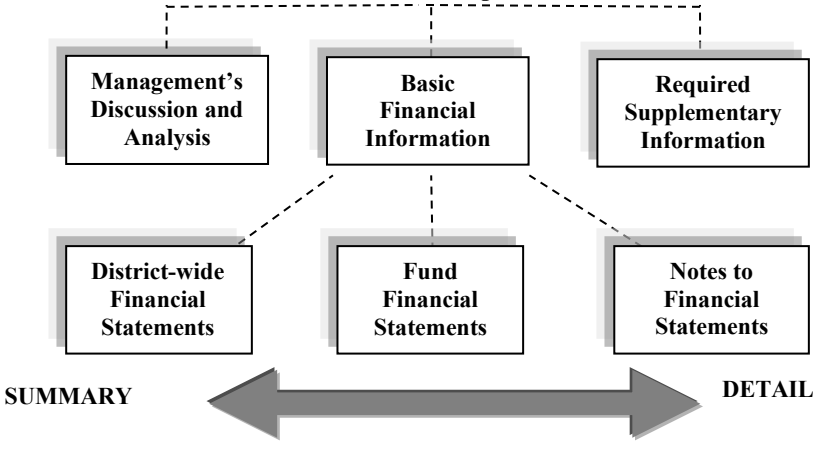
## OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of three parts – management discussion and analysis (this section), the basic financial statements, and required supplementary information. The basic financial statements include two kinds of statements that present different views of the District:

- The first two statements are *District-wide financial* statements that provide both short-term and long-term information about the District's overall financial status.
- The remaining statements are *fund financial* statements that focus on individual parts of the District, reporting the District's operations in more detail than the District-wide statements.
  - The *governmental funds* statements tell how basic services like regular and special education were financed in the short term as well as what remains for future spending.
  - *Fiduciary funds* statement provides information about the financial relationships in which the District acts solely as a trustee or custodian for the benefit of others to whom the resources belong.

The financial statements also include *notes* that explain some of the information in the statements and provide more detailed data. Figure A-1 shows how the various parts of this annual report are arranged and related to one another.

**Figure A-1. Organization of Oxnard School District's Annual Financial Report**



**OVERVIEW OF THE FINANCIAL STATEMENTS (continued)**

The remainder of this overview section of management's discussion and analysis highlights the structure and contents of each of the statements.

**District-Wide Statements**
The District-wide statements report information about the District as a whole using accounting methods similar to those used by private-sector companies. The Statement of Net Position includes all of the District's assets and liabilities. All of the current year's revenues and expenses are accounted for in the Statement of Activities regardless of when cash is received or paid.

The two District-wide statements report the District's net position and how it has changed. Net position – the difference between the District's assets and deferred outflows of resources and liabilities and deferred inflows of resources – is one way to measure the District's financial health, or *position*.

- Over time, increases and decreases in the District's net position are an indicator of whether its financial position is improving or deteriorating, respectively.
- To assess the overall health of the District, you need to consider additional nonfinancial factors such as changes in the District's demographics and the condition of school buildings and other facilities.
- In the District-wide financial statements, the District's activities are categorized as *Governmental Activities*. Most of the District's basic services are included here, such as regular and special education, transportation, and administration. Property taxes and state aid finance most of these activities.

**Fund Financial Statements**
The fund financial statements provide more detailed information about the District's most significant funds – not the District as a whole. Funds are accounting devices the District uses to keep track of specific sources of funding and spending on particular programs:

- Some funds are required by State law and by bond covenants.
- The District establishes other funds to control and manage money for particular purposes (like repaying its long-term debt) or to show that it is properly using certain revenues.

The District has two kinds of funds:

- ***Governmental funds*** – Most of the District's basic services are included in governmental funds, which generally focus on (1) how cash and other financial assets that can readily be converted to cash flow in and out and (2) the balances left at year-end that are available for spending. Consequently, the governmental funds statements provide a detailed short-term view that helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. Because this information does not encompass the additional long-term focus of the District-wide statements, we provide additional information on a separate reconciliation page that explains the relationship (or differences) between them.
- ***Fiduciary funds*** – Fiduciary funds are used to account for resources held for the benefit of parties outside the District. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the District's own programs. The District's fiduciary fund is an OPEB Trust Fund. The accounting used for fiduciary funds is much like that used for proprietary funds.

## FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE

**Net Position.** The District's combined net position was higher on June 30, 2025, than it was the year before – increasing 1.5% to $106.6 million (See Table A-1).

**Table A-1: Statement of Net Position**

| | Governmental Activities | | Variance Increase |
|---|---|---|---|
| | 2025 | 2024* | (Decrease) |
| **Assets** | | | |
| Current assets | $ 272,208,363 | $ 307,658,181 | $ (35,449,818) |
| Capital assets | 466,587,267 | 446,639,342 | 19,947,925 |
| **Total Assets** | 738,795,630 | 754,297,523 | (15,501,893) |
| **Deferred Outflows of Resources** | 110,921,333 | 119,785,561 | (8,864,228) |
| **Liabilities** | | | |
| Current liabilities | 33,973,787 | 32,750,928 | 1,222,859 |
| Long-term liabilities | 635,388,297 | 671,013,569 | (35,625,272) |
| **Total Liabilities** | 669,362,084 | 703,764,497 | (34,402,413) |
| **Deferred Inflows of Resources** | 73,722,230 | 65,271,159 | 8,451,071 |
| **Net Position** | | | |
| Net investment in capital assets | 199,080,058 | 178,275,331 | 20,804,727 |
| Restricted | 98,602,892 | 117,997,431 | (19,394,539) |
| Unrestricted | (191,050,301) | (191,225,334) | 175,033 |
| **Total Net Position** | $ 106,632,649 | $ 105,047,428 | $ 1,585,221 |

**As restated*

**Changes in net position, governmental activities.** The District's total revenues decreased 8.3% to $328.5 million (See Table A-2). The decrease is due primarily to expiring federal and state grants.

The total cost of all programs and services decreased 2.0% to $326.9 million. The District's expenses are predominantly related to educating and caring for students, 80.1%. The purely administrative activities of the District accounted for just 6.2% of total costs. A significant contributor to the decrease in costs was the reduced spending of one-time grants.

## FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE (continued)

### Table A-2: Statement of Activities

| | Governmental Activities | | Variance Increase (Decrease) |
|---|---|---|---|
| | 2025 | 2024 | |
| **Revenues** | | | |
| Program Revenues: | | | |
| Charges for services | $ 363,176 | $ 550,880 | $ (187,704) |
| Operating grants and contributions | 81,769,781 | 104,997,406 | (23,227,625) |
| Capital grants and contributions | 569,738 | 617,011 | (47,273) |
| General Revenues: | | | |
| Property taxes | 56,147,741 | 53,894,728 | 2,253,013 |
| Federal and state aid not restricted | 174,720,164 | 184,868,321 | (10,148,157) |
| Other general revenues | 14,891,121 | 13,223,238 | 1,667,883 |
| **Total Revenues** | 328,461,721 | 358,151,584 | (29,689,863) |
| **Expenses** | | | |
| Instruction-related | 206,017,721 | 207,677,325 | (1,659,604) |
| Pupil services | 55,791,435 | 55,470,846 | 320,589 |
| Administration | 20,171,255 | 27,233,397 | (7,062,142) |
| Plant services | 28,112,134 | 26,619,401 | 1,492,733 |
| All other activities | 16,783,955 | 16,606,591 | 177,364 |
| **Total Expenses** | 326,876,500 | 333,607,560 | (6,731,060) |
| Increase (decrease) in net position | 1,585,221 | 24,544,024 | (22,958,803) |
| **Net Position** | $ 106,632,649 | $ 105,047,428 | $ 1,585,221 |

## FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

The financial performance of the District as a whole is reflected in its governmental funds as well. As the District completed this year, its governmental funds reported a combined fund balance of $243.4 million, which is below last year's ending fund balance of $280.0 million. The primary cause of the decreased fund balance is a decrease in LCFF and categorical revenues.

### Table A-3: The District's Fund Balances

| | Fund Balances | | | |
|---|---|---|---|---|
| | July 1, 2024 | Revenues | Expenditures | June 30, 2025 |
| **Fund** | | | | |
| General Fund | $ 146,947,418 | $ 286,210,556 | $ 318,421,550 | $ 114,736,424 |
| Student Activity Fund | 188,811 | 130,501 | 130,546 | 188,766 |
| Child Development Fund | 356,196 | 11,564 | - | 367,760 |
| Cafeteria Fund | 14,499,607 | 15,507,025 | 13,958,649 | 16,047,983 |
| Deferred Maintenance Fund | 6,059,950 | 7,238,721 | 7,973,271 | 5,325,400 |
| Building Fund | 70,329,886 | 3,546,584 | 11,367,413 | 62,509,057 |
| Capital Facilities Fund | 9,297,544 | 1,499,189 | 832,959 | 9,963,774 |
| County School Facilities Fund | 12,392,949 | 6,646,038 | 6,603,831 | 12,435,156 |
| Bond Interest and Redemption Fund | 19,957,504 | 22,089,643 | 20,186,067 | 21,861,080 |
| Totals | $ 280,029,865 | $ 342,879,821 | $ 379,474,286 | $ 243,435,400 |

## FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS (continued)

### General Fund Budgetary Highlights

Over the course of the year, the District revised the annual operating budget several times. The major budget amendments fall into these categories:

- Revenues – increased by $10.3 million primarily to reflect federal and state budget actions.
- Salaries and benefits costs – increased $8.8 million to reflect revised cost estimates.
- Other non-personnel expenses – increased $18.8 million to revise operational cost estimates.

While the District's final budget for the General Fund anticipated that revenues would fall short of expenditures by about $49.9 million, the actual results for the year show that revenues fell short of expenditures by roughly $32.2 million. Actual revenues were $12.5 million more than anticipated, and expenditures were $5.3 million less than budgeted.

That amount consists primarily of capital outlay and restricted program dollars that were not spent as of June 30, 2025, that will be carried over into the 2025-26 budget, offset by STRS on-behalf contributions from the State that were not budgeted.

## CAPITAL ASSET AND DEBT ADMINISTRATION

### Capital Assets

By the end of 2024-25 the District had acquired $29.2 million in new capital assets, related to land, construction in progress, site improvements, and equipment purchases. (More detailed information about capital assets can be found in Note 6 to the financial statements). Total depreciation expense for the year was $8.7 million and amortization expense was $0.5 million.

**Table A-4: Capital Assets at Year End, net of Depreciation**

| | Governmental Activities | | Variance Increase (Decrease) |
|---|---|---|---|
| | 2025 | 2024 | |
| Land | $ 39,089,804 | $ 39,089,804 | $ - |
| Improvement of sites | 21,902,516 | 18,037,125 | 3,865,391 |
| Buildings | 293,057,362 | 283,664,934 | 9,392,428 |
| Equipment | 7,745,844 | 6,926,087 | 819,757 |
| Construction in progress | 104,019,091 | 97,656,385 | 6,362,706 |
| Subscription assets | 772,650 | 1,265,007 | (492,357) |
| Totals | $ 466,587,267 | $ 446,639,342 | $ 19,947,925 |

### Long-Term Debt

At year-end the District had $635.4 million in long-term liabilities – a decrease of 5.3% from last year – as shown in Table A-5. (More detailed information about the District's long-term liabilities is presented in Notes 7-9 to the financial statements).

**CAPITAL ASSET AND DEBT ADMINISTRATION (continued)**

**Long-Term Debt (continued)**

**Table A-5: Outstanding Long-Term Debt at Year-End**

| | Governmental Activities | | Variance Increase |
|---|---|---|---|
| | 2025 | 2024* | (Decrease) |
| General obligation bonds | $ 336,068,826 | $ 343,897,051 | $ (7,828,225) |
| Direct placement debt | 9,361,000 | 9,551,000 | (190,000) |
| Certificates of participation | 7,375,227 | 7,572,500 | (197,273) |
| Compensated absences | 9,098,533 | 8,737,894 | 360,639 |
| Supplemental early retirement plan | 5,340,703 | 6,675,879 | (1,335,176) |
| Net pension liability | 190,280,667 | 212,229,819 | (21,949,152) |
| Other postemployment benefits | 77,863,341 | 82,349,426 | (4,486,085) |
| Totals | $ 635,388,297 | $ 671,013,569 | $ (35,625,272) |

**As restated*

**FACTORS BEARING ON THE DISTRICT'S FUTURE**

***California State Budget***
The Budget aims to solve a $11.8 billion General Fund deficit for 2025-26 through reductions, borrowing and fund shifts. The 2025-26 Enacted Budget relies on reserves and deferrals to meet its Proposition 98 obligations for the fiscal year, including the scheduled $7.1 billion Budget Stabilization Act (BSA) withdrawal in 2025-26. This will leave a combined reserve balance of $15.7 billion in 2025-26, including $11.2 billion in the BSA and an additional $4.5 billion in the state's discretionary reserve account (the Special Fund for Economic Uncertainties).

***TK-12 Education***
The Budget includes total funding of $137.6 billion ($80.5 billion General Fund and $57.1 billion other funds) for all TK-12 education programs.

***Proposition 98***
The Budget revised estimates of General Fund revenues resulting in notable adjustments to the Proposition 98 Guarantee. The revised Guarantee for TK-14 schools is calculated to be $98.5 billion in 2023-24, $119.9 billion in 2024-25, and $114.6 billion in 2025-26. These revised Proposition 98 levels represent an increase of approximately $3.9 billion over the three-year period relative to the 2024 Budget Act. The Budget appropriates the 2024-25 Guarantee at $118 billion, instead of the currently calculated level of $119.9 billion. The difference between the appropriated and the calculated levels is $1.9 billion, which is referred to as "settle-up." The 2024-25 Guarantee level will not be finalized until that fiscal year is certified—a process that will occur throughout 2026.

The Budget shifts the full TK expansion funding to the TK-12 education side of the Proposition 98 budget, beginning in the 2025-26 fiscal year. This shifts $232.9 million in ongoing resources from community colleges to TK-12 schools. The purpose of re-benching Proposition 98 for the cost of TK expansion is to ensure that the implementation of universal TK does not create a fiscal burden on existing TK-12 programs.

**FACTORS BEARING ON THE DISTRICT'S FUTURE (continued)**

***Proposition 98 (continued)***
The Budget includes a LCFF cost-of-living adjustment of 2.3 percent. When combined with population growth adjustments, these baseline adjustments will increase discretionary funds for local educational agencies (LEAs) by $2.1 billion compared to the 2024 Budget Act. To fully fund the LCFF, the Budget uses $405.3 million from the Proposition 98 Rainy Day Fund to support LCFF costs in 2025-26.

Budgetary deferrals of $246.6 million for TK-12 education from 2024-25 will be fully repaid in 2025-26. However, to fully fund the LCFF and maintain the level of 2025-26 principal apportionments, the Budget defers $1.9 billion in LCFF funding from June 2026 to July 2026.

***Funding Results for Education Programs***
In the 2025-26 school year, the Budget provides a total of $2.1 billion ongoing Proposition 98 General Fund (inclusive of all prior years' investments) to support the full implementation of universal TK. The Budget also provides an additional $1.2 billion ongoing Proposition 98 General Fund to support further lowering the average student-to-adult ratio from 12:1 to 10:1 in every TK classroom.

The Budget provides $515.1 million ongoing for the full implementation of the Expanded Learning Opportunities Program by increasing the number of elementary schools that offer universal access to students. Additionally, the Budget includes $10.4 million to increase the minimum grant amount from $50,000 to $100,000 per LEA.

The Budget provides $480 million to support literacy instruction aligned with the ELA/ELD Framework and includes multiple investments intended to support teachers and improve access to the educator pipeline. In addition, the Budget allocates $1.7 billion one-time Proposition 98 General Fund for the Student Support and Professional Development Discretionary Block Grant, as well as numerous one-time grants for various new and ongoing program support.

***Federal Implications***
Because the State Budget was approved in late June, it does not reflect the impact of the cuts in federal spending included in the federal omnibus tax and spending bill signed in early July. The bill does not make any statutory or direct funding adjustments to TK-12 federal education programs, including Title I and the Individuals with Disabilities Education Act. However, the bill allocates $100 million to the OMB to conduct reviews across the executive branch aimed at identifying "budget and accounting efficiencies."

All of these factors were considered in preparing the Oxnard School District budget for the 2025-26 fiscal year.

**CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT**

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the District's finances and to demonstrate the Districts accountability for the money it receives. If you have questions about this report or need additional information, contact the Assistant Superintendent of Budget and Fiscal Services, Oxnard School District, 1051 South A Street, Oxnard, California 93030 or at (805) 385-1501.

# OXNARD SCHOOL DISTRICT

*Statement of Net Position*

*June 30, 2025*

| | Total Governmental Activities |
|---|---|
| **ASSETS** | |
| Deposits and investments | $ 248,074,090 |
| Accounts receivable | 23,593,329 |
| Stores inventories | 431,074 |
| Prepaid expenditures | 109,870 |
| Capital assets: | |
| Non-depreciable assets | 143,108,895 |
| Depreciable assets | 436,726,856 |
| Less accumulated depreciation | (114,021,134) |
| Subscription assets | 1,757,364 |
| Less accumulated amortization | (984,714) |
| Total Assets | 738,795,630 |
| **DEFERRED OUTFLOWS OF RESOURCES** | |
| Deferred amounts on refunding | 10,655,053 |
| Deferred outflows related to OPEB | 15,830,026 |
| Deferred outflows related to pensions | 84,436,254 |
| Total Deferred Outflows of Resources | 110,921,333 |
| **LIABILITIES** | |
| Accounts payable | 26,577,217 |
| Accrued interest payable | 5,200,824 |
| Unearned revenues | 2,195,746 |
| Noncurrent liabilities | |
| Due or payable within one year | 12,909,134 |
| Due in more than one year: | |
| Other than OPEB and pensions | 354,335,155 |
| Total OPEB liability | 77,863,341 |
| Net pension liability | 190,280,667 |
| Total Liabilities | 669,362,084 |
| **DEFERRED INFLOWS OF RESOURCES** | |
| Deferred inflows related to OPEB | 37,890,087 |
| Deferred inflows related to pensions | 35,832,143 |
| Total Deferred Inflows of Resources | 73,722,230 |
| **NET POSITION** | |
| Net investment in capital assets | 199,080,058 |
| Restricted for: | |
| Capital projects | 22,398,930 |
| Debt service | 21,861,080 |
| Student activity | 188,766 |
| Categorical programs | 54,154,116 |
| Unrestricted | (191,050,301) |
| Total Net Position | $ 106,632,649 |

# OXNARD SCHOOL DISTRICT

*Statement of Activities*

*For the Fiscal Year Ended June 30, 2025*

| Functions/Programs | Expenses | Program Revenues: Charges for Services | Program Revenues: Operating Grants and Contributions | Program Revenues: Capital Grants and Contributions | Net (Expense) Revenue and Changes in Net Position |
|---|---|---|---|---|---|
| **Governmental Activities** | | | | | |
| Instructional Services: | | | | | |
| Instruction | $ 173,716,812 | $ 24,817 | $ 34,685,939 | $ 569,738 | $ (138,436,318) |
| Instruction-Related Services: | | | | | |
| Supervision of instruction | 11,850,972 | 7,908 | 4,462,430 | - | (7,380,634) |
| Instructional library, media and technology | 1,410,330 | - | 1,098,813 | - | (311,517) |
| School site administration | 19,039,607 | 1,843 | 1,866,660 | - | (17,171,104) |
| Pupil Support Services: | | | | | |
| Home-to-school transportation | 6,991,137 | 78 | 31,940 | - | (6,959,119) |
| Food services | 12,825,174 | 151,710 | 14,864,709 | - | 2,191,245 |
| All other pupil services | 35,975,124 | 24,030 | 3,969,108 | - | (31,981,986) |
| General Administration: | | | | | |
| Data processing | 4,879,140 | - | 150,870 | - | (4,728,270) |
| All other general administration | 15,292,115 | 3,883 | 2,001,577 | - | (13,286,655) |
| Plant Services | 28,112,134 | 67,591 | 13,948,520 | - | (14,096,023) |
| Ancillary Services | 217,467 | - | 130,501 | - | (86,966) |
| Community Services | 93,305 | - | 35,207 | - | (58,098) |
| Interest on Long-term Debt | 13,334,683 | - | - | - | (13,334,683) |
| Other Outgo | 2,646,143 | 81,316 | 4,523,507 | - | 1,958,680 |
| Amortization (unallocated) | 492,357 | - | - | - | (492,357) |
| Total Governmental Activities | $ 326,876,500 | $ 363,176 | $ 81,769,781 | $ 569,738 | (244,173,805) |
| **General Revenues:** | | | | | |
| Property taxes | | | | | 56,147,741 |
| Federal and state aid not restricted to specific purposes | | | | | 174,720,164 |
| Interest and investment earnings | | | | | 10,122,573 |
| Miscellaneous | | | | | 4,768,548 |
| Total general revenues | | | | | 245,759,026 |
| Change in net position | | | | | 1,585,221 |
| Net position - July 1, 2024, as originally stated | | | | | 112,416,756 |
| Adjustment for restatement (see Note 13) | | | | | (7,369,328) |
| Net position - July 1, 2024, as restated | | | | | 105,047,428 |
| Net position - June 30, 2025 | | | | | $ 106,632,649 |

**OXNARD SCHOOL DISTRICT**
*Balance Sheet – Governmental Funds*
*June 30, 2025*

| | General Fund | Building Fund | Non-Major Governmental Funds | Total Governmental Funds |
|---|---|---|---|---|
| **ASSETS** | | | | |
| Deposits and investments | $ 118,694,814 | $ 63,764,234 | $ 65,615,042 | $ 248,074,090 |
| Accounts receivable | 17,368,441 | 1,464,806 | 4,760,082 | 23,593,329 |
| Due from other funds | 340,888 | - | 250,976 | 591,864 |
| Inventories | 350,243 | - | 80,831 | 431,074 |
| Prepaid expenditures | 10,634 | - | 99,236 | 109,870 |
| Total Assets | $ 136,765,020 | $ 65,229,040 | $ 70,806,167 | $ 272,800,227 |
| **LIABILITIES AND FUND BALANCES** | | | | |
| **Liabilities** | | | | |
| Accounts payable | $ 20,698,257 | $ 2,719,983 | $ 3,158,977 | $ 26,577,217 |
| Due to other funds | 250,976 | - | 340,888 | 591,864 |
| Unearned revenue | 1,079,363 | - | 1,116,383 | 2,195,746 |
| Total Liabilities | 22,028,596 | 2,719,983 | 4,616,248 | 29,364,827 |
| **Fund Balances** | | | | |
| Nonspendable | 380,877 | - | 180,273 | 561,150 |
| Restricted | 37,738,373 | 62,509,057 | 60,684,246 | 160,931,676 |
| Committed | - | - | 5,325,400 | 5,325,400 |
| Unassigned | 76,617,174 | - | - | 76,617,174 |
| Total Fund Balances | 114,736,424 | 62,509,057 | 66,189,919 | 243,435,400 |
| Total Liabilities and Fund Balances | $ 136,765,020 | $ 65,229,040 | $ 70,806,167 | $ 272,800,227 |

# OXNARD SCHOOL DISTRICT

*Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position*
*June 30, 2025*

| | | | |
|---|---|---|---|
| **Total Fund Balances - Governmental Funds** | | | $ 243,435,400 |
| In governmental funds, only current assets are reported. In the statement of net position, all assets are reported, including capital assets less accumulated depreciation and lease and subscription assets less accumulated amortization. | | | |
| | Capital assets at historical cost: | 579,835,751 | |
| | Accumulated depreciation: | (114,021,134) | |
| | Subscriptions assets at historical cost | 1,757,364 | |
| | Accumulated amortization | (984,714) | |
| | Net: | | 466,587,267 |
| In governmental funds, interest on long-term debt is not recognized until the period in which it matures and is paid. In the government-wide statement of activities, it is recognized in the period that it is incurred. The additional liability for unmatured interest owing at the end of the period was: | | | (5,200,824) |
| In governmental funds, only current liabilities are reported. In the statement of net position, all liabilities, including long-term liabilities, are reported. Long-term liabilities relating to governmental activities consist of: | | | |
| | Certificates of participation payable | 7,375,227 | |
| | Supplemental early retirement plan | 5,340,703 | |
| | Compensated absences payable | 9,098,533 | |
| | Other postemployment benefits | 77,863,341 | |
| | General obligation bonds payable | 336,068,826 | |
| | Private placement debt | 9,361,000 | |
| | Net pension liability | 190,280,667 | (635,388,297) |
| Deferred amounts on refunding represent amounts paid to an escrow agent in excess of the outstanding debt at the time of the payment for refunded bonds which have been defeased. In the government-wide statements it is recognized as a deferred outflow of resources. The remaining deferred amounts on refunding at the end of the period were: | | | 10,655,053 |
| In governmental funds, deferred outflows and inflows of resources relating to OPEB are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to pensions are reported. Deferred inflows and outflows relating to OPEB for the period were: | | | |
| | Deferred outflows of resources | 15,830,026 | |
| | Deferred inflows of resources | (37,890,087) | (22,060,061) |
| In governmental funds, deferred outflows and inflows of resources relating to pensions are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to pensions are reported. Deferred inflows and outflows relating to pensions for the period were: | | | |
| | Deferred outflows of resources | 84,436,254 | |
| | Deferred inflows of resources | (35,832,143) | 48,604,111 |
| **Total Net Position - Governmental Activities** | | | $ 106,632,649 |

## OXNARD SCHOOL DISTRICT

*Statement of Revenues, Expenditures, and Changes in Fund Balance – Governmental Funds*
*For the Fiscal Year Ended June 30, 2025*

| | General Fund | Building Fund | Non-Major Governmental Funds | Total Governmental Funds |
|---|---|---|---|---|
| **REVENUES** | | | | |
| LCFF sources | $ 194,811,141 | $ - | $ 7,000,000 | $ 201,811,141 |
| Federal sources | 12,026,345 | - | 11,280,640 | 23,306,985 |
| Other state sources | 50,242,340 | - | 9,463,679 | 59,706,019 |
| Other local sources | 29,130,730 | 3,546,584 | 25,378,362 | 58,055,676 |
| Total Revenues | 286,210,556 | 3,546,584 | 53,122,681 | 342,879,821 |
| **EXPENDITURES** | | | | |
| Current: | | | | |
| Instruction | 186,790,649 | - | - | 186,790,649 |
| Instruction-Related Services: | | | | |
| Supervision of instruction | 12,859,769 | - | - | 12,859,769 |
| Instructional library, media and technology | 1,434,353 | - | - | 1,434,353 |
| School site administration | 20,163,659 | - | - | 20,163,659 |
| Pupil Support Services: | | | | |
| Home-to-school transportation | 7,554,450 | - | - | 7,554,450 |
| Food services | 85,142 | - | 13,560,090 | 13,645,232 |
| All other pupil services | 39,505,809 | - | - | 39,505,809 |
| Ancillary services | - | - | 130,546 | 130,546 |
| Community Services | 95,586 | - | - | 95,586 |
| General Administration Services: | | | | |
| Data processing services | 5,514,462 | - | - | 5,514,462 |
| Other general administration | 16,546,338 | - | 3,951 | 16,550,289 |
| Plant Services | 24,938,119 | - | 523,022 | 25,461,141 |
| Transfer of Indirect Costs | (336,937) | - | 336,937 | - |
| Capital Outlay | 624,008 | 11,367,413 | 14,371,154 | 26,362,575 |
| Intergovernmental Transfers | 2,646,143 | - | - | 2,646,143 |
| Debt Service: | | | | |
| Principal | - | - | 8,571,024 | 8,571,024 |
| Interest | - | - | 12,188,599 | 12,188,599 |
| Total Expenditures | 318,421,550 | 11,367,413 | 49,685,323 | 379,474,286 |
| Excess (Deficiency) of Revenues Over (Under) Expenditures | (32,210,994) | (7,820,829) | 3,437,358 | (36,594,465) |
| Fund Balances, July 1, 2024 | 146,947,418 | 70,329,886 | 62,752,561 | 280,029,865 |
| Fund Balances, June 30, 2025 | $ 114,736,424 | $ 62,509,057 | $ 66,189,919 | $ 243,435,400 |

# OXNARD SCHOOL DISTRICT

*Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Statement of Activities*

*For the Fiscal Year Ended June 30, 2025*

| | | |
|---|---|---|
| **Total Net Change in Fund Balances - Governmental Funds** | | $ (36,594,465) |
| Amounts reported for governmental *activities* in the statement of activities are different because: | | |
| In governmental funds, the costs of capital assets and lease assets are reported as expenditures in the period when the assets are acquired. In the statement of activities, costs of capital assets and lease assets are allocated over their estimated useful lives and their lease terms as depreciation expense and amortization expense, respectively. The difference between capital outlay expenditures and depreciation expense and amortization expense for the period is: | | |
| Expenditures for capital outlay | 29,176,537 | |
| Depreciation expense | (8,736,255) | |
| Amortization expense | (492,357) | 19,947,925 |
| In governmental funds, repayments of long-term debt are reported as expenditures. In the government-wide statements, repayments of long-term debt are reported as reduction of liabilities. Expenditures for repayment of the principal portion of long-term debt were: | | 8,571,024 |
| The amounts paid to the refunded bond escrow agent in excess of the refunded bond at the time of payment are recorded as deferred amounts on the refunding and are amortized over the life of the liability. Amortization of deferred amounts on refunding were: | | (712,346) |
| In governmental funds, interest on long-term debt is recognized in the period that it becomes due. In the government-wide statement of activities, it is recognized in the period that it is incurred. Unmatured interest owing at the end of the period, less matured interest paid during the period but owing from the prior period, was: | | (78,212) |
| In the statement of activities, compensated absences are measured by the amounts earned during the year. In the governmental funds, however, expenditures for these items are measured by the amount of financial resources used (essentially, the amounts actually paid). | | (360,639) |
| In governmental funds, accreted interest on capital appreciation bonds is not recorded as an expenditure from current resources. In the government-wide statement of activities, however, this is recorded as interest expense for the period. | | (1,174,479) |
| In governmental funds, if debt is issued at a premium or discount, the premium or discount is recognized as an other financing source or an other financing use in the period it is incurred. In the government-wide statements, the premium is amortized as interest over the life of the debt. Net amortization of premium or discount for the period is: | | 818,953 |
| In the government-wide statements, expenses must be accrued in connections with any liabilities incurred during the period that are not expected to be liquidated with current financial resources, in addition to compensated absences and long-term debt. Examples include special termination benefits such as early retirement incentives financed over time. This year, expenses for such obligations were: | | 1,335,176 |
| In governmental funds, OPEB expenses are recognized when employer contributions are made. In the statement of activities, OPEB expenses are recognized on the accrual basis. This year, the difference between OPEB expenses and actual employer OPEB contributions was: | | 392,759 |
| In government funds, pension costs are recognized when employer contributions are made. In the statement of activities, pension costs are recognized on the accrual basis. This year, the difference between accrual-basis pension costs and actual employer contributions was: | | 9,439,525 |
| **Change in Net position of Governmental Activities** | | $ 1,585,221 |

**OXNARD SCHOOL DISTRICT**
*Statement of Fiduciary Net Position*
*June 30, 2025*

| | Trust Fund Retiree Benefits Fund |
|---|---|
| **Assets** | |
| Deposits and investments | $ 8,767,223 |
| Accounts receivable | 3,308,006 |
| Total Assets | 12,075,229 |
| **Net Position** | |
| Restricted for postemployment benefits | $ 12,075,229 |

**OXNARD SCHOOL DISTRICT**
*Statement of Changes in Fiduciary Net Position*
*For the Fiscal Year Ended June 30, 2025*

| | Trust Fund Retiree Benefits Fund |
|---|---|
| **ADDITIONS** | |
| Interest and increase in fair value of investments | $ 509,889 |
| In-district contributions | 3,094,436 |
| Total Additions | 3,604,325 |
| **DEDUCTIONS** | |
| Operating expenditures | 3,796,802 |
| Total Deductions | 3,796,802 |
| Net Increase (Decrease) | (192,477) |
| Net position - July 1, 2024 | 12,267,706 |
| Net position - June 30, 2025 | $ 12,075,229 |

## NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Oxnard School District (the "District") accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education's *California School Accounting Manual*. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board. The following is a summary of the more significant policies:

### A. Reporting Entity

A reporting entity is comprised of the primary government, component units, and other organizations that are included to ensure the financial statements are not misleading. The primary government of the District consists of all funds, departments, and agencies that are not legally separate from the District. For the District, this includes general operations, food service, and student-related activities of the District.

Component units are legally separate organizations for which the District is financially accountable. Component units may also include organizations that are fiscally dependent on the District, in that the District approves their budget, the issuance of their debt or the levying of their taxes. In addition, component units are other legally separate organizations for which the District is not financially accountable but the nature and significance of the organization's relationship with the District is such that exclusion would cause the District's financial statements to be misleading or incomplete.

The District has identified no organizations that are required to be reported as component units.

### B. Basis of Presentation, Basis of Accounting

#### 1. Basis of Presentation

**District-Wide Financial Statements**
The Statement of Net Position and the Statement of Activities display information about the primary government (the District). These statements include the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the double-counting of internal activities. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions.

The Statement of Activities presents a comparison between direct expenses and program revenues for each function of the District's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include (a) fees, fines, and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

**Fund Financial Statements**
The fund financial statements provide information about the District's funds, including its fiduciary funds. Separate statements for each fund category - *governmental* and *fiduciary* - are presented. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**B. Basis of Presentation, Basis of Accounting (continued)**

**1. Basis of Presentation (continued)**

**Major Governmental Funds**
The District reports the following major governmental funds:

**General Fund:** This is the chief operating fund for the District. It is used to account for the ordinary operations of the District. All transactions except those accounted for in another fund are accounted for in this fund.

**Building Fund:** This fund exists primarily to account separately for proceeds from the sale of bonds (*Education Code* Section 15146) and may not be used for any purposes other than those for which the bonds were issued.

**Non-Major Governmental Funds**
The District maintains the following non-major governmental funds:

**Special Revenue Funds:** Special revenue funds are established to account for the proceeds from specific revenue sources (other than trusts, major capital projects, or debt service) that are restricted or committed to the financing of particular activities, that compose a substantial portion of the inflows of the fund, and that are reasonably expected to continue. Additional resources that are restricted, committed, or assigned to the purpose of the fund may also be reported in the fund.

**Student Activity Fund**: The District maintains a separate fund for each school that operates an ASB fund, whether it is organized or not.

**Child Development Fund:** This fund is used to account separately for federal, state, and local revenues to operate child development programs.

**Cafeteria Fund:** This fund is used to account separately for federal, state, and local resources to operate the food service program (*Education Code* Sections 38090 and 38093).

**Deferred Maintenance Fund:** This fund is used to account separately for revenues that are restricted or committed for deferred maintenance purposes (*Education Code* Section 17582).

**Capital Projects Funds:** Capital projects funds are established to account for financial resources to be used for the acquisition or construction of major capital facilities and other capital assets (other than those financed by proprietary funds and trust funds).

**Capital Facilities Fund:** This fund is used to primarily account separately for moneys received from fees levied on development projects as a condition of approval (*Education Code* Sections 17620-17626 and *Government Code* Section 65995 et seq.).

**County School Facilities Fund:** This fund is used primarily to account for new school facility construction, modernization projects, and facility hardship grants, as provided in the Leroy F. Greene School Facilities Act of 1998 (*Education Code* Section 17070.10 et seq.).

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**B. Basis of Presentation, Basis of Accounting (continued)**

**1. Basis of Presentation (continued)**

**Non-Major Governmental Funds (continued)**

**Debt Service Funds:** Debt service funds are established to account for the accumulation of resources for and the payment of principal and interest on general long-term debt.

**Bond Interest and Redemption Fund:** This fund is used for the repayment of bonds issued for the District (*Education Code* Sections 15125-15262).

**Fiduciary Funds**
Fiduciary funds are used to account for assets held in a trustee or custodial capacity for others that cannot be used to support the District's own programs. The key distinction between trust and custodial funds is that trust funds are subject to a trust agreement that affects the degree of management involvement and the length of time that the resources are held. The District maintains the following fiduciary funds:

**Retiree Benefit Fund:** This fund exists to account separately for amounts held in trust from salary reduction agreements, other irrevocable contributions for employees' retirement benefit payments, or both.

**2. Measurement Focus, Basis of Accounting**
The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as current financial resource or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The District-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities for the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

As a general rule the effect of interfund activity has been eliminated from the District-wide financial statements. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**B. Basis of Presentation, Basis of Accounting (continued)**

**3. Revenues - Exchange and Non-Exchange Transactions**

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year. Generally, available is defined as collectible within 60 days. However, to achieve comparability of reporting among California districts and so as not to distort normal revenue patterns, with specific respect to reimbursement grants and corrections to state-aid apportionments, the California Department of Education has defined available for districts as collectible within one year. The following revenue sources are considered to be both measurable and available at fiscal year-end: State apportionments, interest, certain grants, and other local sources.

Non-exchange transactions, in which the District receives value without directly giving equal value in return, include property taxes, certain grants, entitlements, and donations. Revenue from property taxes is recognized in the fiscal year in which the taxes are received. Revenue from certain grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include time and purpose requirements. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

**C. Encumbrances**

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30.

**D. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position**

**1. Cash and Cash Equivalents**

The District considers cash and cash equivalents to be cash on hand and demand deposits. In addition, because the Treasury Pool is sufficiently liquid to permit withdrawal of cash at any time without prior notice or penalty, equity in the pool is also deemed to be a cash equivalent.

**2. Inventories and Prepaid Items**

Inventories are valued at cost using the first-in/first-out (FIFO) method. The costs of governmental fund-type inventories are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

**3. Capital Assets**

Purchased or constructed capital assets are reported at cost or estimated historical cost. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are reported at acquisition value rather than fair value. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**D. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)**

**3. Capital Assets (continued)**

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

| Description | Estimated Lives |
|---|---|
| Buildings and Improvements | 25-40 years |
| Land Improvements | 14-30 years |
| Furniture and Equipment | 5-15 years |

**4. Unearned Revenue**

Unearned revenue arises when potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period or when resources are received by the District prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the District has a legal claim to the resources, the liability for unearned revenue is removed from the combined balance sheet and revenue is recognized.

Certain grants received that have not met eligibility requirements are recorded as unearned revenue. On the governmental fund financial statements, receivables that will not be collected within the available period are also recorded as unearned revenue.

**5. Deferred Outflows/Inflows of Resources**

In addition to assets, the Statement of Net Position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the Statement of Net Position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period and will not be recognized as an inflow of resources (revenue) until that time.

**6. Compensated Absences**

The District has implemented GASB Statement No. 101, Compensated Absences. A liability is reported for unused vacation leave. Although sick leave is not paid out upon separation, a liability is recorded for the portion of sick leave that is more likely than not to be used for paid time off. The liability is measured using current pay rates and includes applicable salary-related costs.

**7. Leases**

Lessee:

The District recognizes a lease liability and an intangible right-to-use leased asset in the government-wide financial statements. At the commencement of the lease term, the District measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The leased asset is initially measured as the initial amount of the lease liability, plus certain initial direct costs. Subsequently, the leased asset is amortized on a straight-line basis over the lease term or useful life of the underlying assets.

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**D. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)**

**7. Leases (continued)**

Lessor:
The District recognizes a lease receivable and a deferred inflow of resources in the government-wide and governmental fund financial statements. At the commencement of a lease, the District initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

**8. Subscription-Based Information Technology Arrangements**
The District recognizes a subscription liability and an intangible right-to-use subscriptions IT asset (subscription IT asset) in the government-wide financial statements. At the commencement of the lease liability, the District measures the subscription liability at the present value of payments expected to be made during the subscription term. Subsequently, the subscription liability is reduced by the principal portion of subscription payments made. The subscription IT asset is initially measured as the initial amount of the subscription liability, plus certain initial direct costs. Subsequently, the subscription IT asset is amortized on a straight-line basis over the subscription term or useful life of the underlying asset. The amortization period varies from 2 to 4 years.

**9. Postemployment Benefits Other Than Pensions (OPEB)**
For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the District Plan and CalSTRS Medicare Premium Payment (MPP) Program and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by the Plans. For this purpose, the Plans recognize benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments and participating interest-earning investment contracts that have a maturity at the time of purchase of one year or less, which are reported at cost.

**10. Pensions**
For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the District's California State Teachers Retirement System (CalSTRS) and California Public Employees' Retirement System (CalPERS) plans and addition to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalSTRS and CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

**11. Fund Balances**
The fund balance for Governmental Funds is reported in classifications based on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**D. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)**

**11. Fund Balances (continued)**

**Nonspendable**: Fund balance is reported as nonspendable when the resources cannot be spent because they are either in a nonspendable form or legally or contractually required to be maintained intact. Resources in nonspendable form include inventories and prepaid assets.

**Restricted**: Fund balance is reported as restricted when the constraints placed on the use of resources are either externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or imposed by law through constitutional provision or by enabling legislation.

**Committed**: The District's highest decision-making level of authority rests with the District's Board. Fund balance is reported as committed when the Board passes a resolution that places specified constraints on how resources may be used. The Board can modify or rescind a commitment of resources through passage of a new resolution.

**Assigned**: Resources that are constrained by the District's intent to use them for a specific purpose, but are neither restricted nor committed, are reported as assigned fund balance. Intent may be expressed by either the Board, committees (such as budget or finance), or officials to which the Board has delegated authority.

**Unassigned**: Unassigned fund balance represents fund balance that has not been restricted, committed, or assigned and may be utilized by the District for any purpose. When expenditures are incurred, and both restricted and unrestricted resources are available, it is the District's policy to use restricted resources first, then unrestricted resources in the order of committed, assigned, and then unassigned, as they are needed.

**12. Net Position**

Net position is classified into three components: net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

- **Net investment in capital assets** - This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds are not included in the calculation of net investment in capital assets. Rather, that portion of the debt is included in the same net position component as the unspent proceeds.

- **Restricted** - This component of net position consists of constraints placed on net position use through external constraints imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

- **Unrestricted net position** - This component of net position consists of net position that does not meet the definition of "net investment in capital assets" or "restricted".

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**E. Minimum Fund Balance Policy**

The District has adopted a formal minimum fund balance policy, as recommended by GASB Statement No. 54; the District follows the guidelines recommended in the Criteria and Standards of Assembly Bill (AB) 1200, which recommend a Reserve for Economic Uncertainties consisting of unassigned amounts equal to no less than three percent of total General Fund expenditures and other financing uses.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed unless the governing board has provided otherwise in its commitment or assignment actions.

**F. Property Tax Calendar**

The County is responsible for the assessment, collection, and apportionment of property taxes for all jurisdictions including the schools and special districts within the County. The Board of Supervisors levies property taxes as of September 1 on property values assessed on July 1. Secured property tax payments are due in two equal installments. The first is generally due November 1 and is delinquent with penalties on December 10, and the second is generally due on February 1 and is delinquent with penalties on April 10. Secured property taxes become a lien on the property on January 1.

**G. Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reported period. Actual results could differ from those estimates.

**H. Change in Accounting Principle**

During the year ended June 30, 2025, the District implemented Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences.* This standard requires the recognition of accrued compensated absences as a liability in the financial statements. The implementation resulted in a cumulative effect adjustment to beginning net position to reflect the recognition of accumulated leave liabilities previously unrecorded. The impact on the District's beginning net position was a decrease of $7,369,328.

**NOTE 2 – DEPOSITS AND INVESTMENTS**

Deposits and investments as of June 30, 2025, are classified in the accompanying financial statements as follows:

| | |
|---|---|
| Governmental funds/activities | $ 248,074,090 |
| Fiduciary funds | 8,767,223 |
| Total Deposits and Investments | $ 256,841,313 |

Deposits and investments as of June 30, 2025, consist of the following:

| | |
|---|---|
| Cash on hand and in banks | $ 342,196 |
| Cash in revolving fund | 20,206 |
| Investments | 256,478,911 |
| Total Deposits and Investments | $ 256,841,313 |

**NOTE 2 – DEPOSITS AND INVESTMENTS (continued)**

**Pooled Funds**
In accordance with Education Code Section 41001, the District maintains substantially all of its cash in the interest-bearing Ventura County Treasurer's Pooled Investment Fund. The District is considered to be an involuntary participant in an external investment pool. The fair value of the District's investment in the pool is reported in the financial statements at amounts based upon the District's pro-rata share of the fair value provided by the Ventura County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the Ventura County Treasurer, which is recorded on the amortized basis.

**Custodial Credit Risk – Deposits**
Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a policy for custodial credit risk for deposits. Cash balances held in banks are insured up to $250,000 by the Federal Depository Insurance Corporation (FDIC) and are collateralized by the respective financial institutions. In addition, the California Government Code requires that a financial institution secure deposits made by State or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under State law (unless so waived by the governmental unit).

The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agencies. California law also allows financial institutions to secure public deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits and letters of credit issued by the Federal Home Loan Bank of San Francisco having a value of 105 percent of the secured deposits.

As of June 30, 2025, none of the District's bank balance was exposed to custodial credit risk because it was insured by the FDIC.

**Investments - Interest Rate Risk**
The District's investment policy limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The District's investment policy limits investment purchases to investments with a term not to exceed three years. Investments purchased with maturity terms greater than three years require approval by the Board of Education. Investments purchased with maturities greater than one year require written approval by the Superintendent prior to commitment.

Maturities of investments held at June 30, 2025, consisted of the following:

| | | Maturity | | | |
|---|---|---|---|---|---|
| | Fair Value | Less Than One Year | One Year Through Five Years | Fair Value Measurement | Rating |
| Investment maturities: | | | | | |
| Ventura County Investment Pool | $ 256,478,146 | $ 256,478,146 | $ - | uncategorized | N/A |
| First American Government Obligation Fund | 765 | 765 | - | Level 1 | AAA |
| Total | $ 256,478,911 | $ 256,478,911 | $ - | | |

**NOTE 2 – DEPOSITS AND INVESTMENTS (continued)**

**Investments - Credit Risk**
The District's investment policy limits investment choices to obligations of local, state and federal agencies, commercial paper, certificates of deposit, repurchase agreements, corporate notes, banker acceptances, and other securities allowed by State Government Code Section 53600. At June 30, 2025, all investments represented governmental securities which were issued, registered and held by the District's agent in the District's name.

**Investments - Concentration of Credit Risk**
The District does not place limits on the amount it may invest in any one issuer. At June 30, 2025, the District had the following investment that represents more than five percent of the District's net investments, excluding cash in the county treasury.

| | |
|---|---|
| First American Government Obligation Fund | 100% |

**Fair Value Measurements**
The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value.

The following provides a summary of the hierarchy used to measure fair value:

Level 1 – Quoted prices in active markets for identical assets that the District has the ability to access at the measurement date. Level 1 assets may include debt and equity securities that are traded in an active exchange market and that are highly liquid and are actively traded in over-the-counter markets.

Level 2 – Observable inputs other than Level 1 prices such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, such as interest rates and curves observable at commonly quoted intervals, implied volatilities, and credit spreads. For financial reporting purposes, if an asset has a specified term, a Level 2 input is required to be observable for substantially the full term of the asset.

Level 3 – Unobservable inputs should be developed using the best information available under the circumstances, which might include the District's own data. The District should adjust that date if reasonably available information indicates that other market participants would use different data or certain circumstances specific to the District are not available to other market participants.

Uncategorized – Investments in the Ventura County Treasury Investment Pool are not measured using the input levels above because the District's transactions are based on a stable net asset value per share. All contributions and redemptions are transacted at $1.00 net asset value per share.

All assets have been valued using a market approach, with quoted market prices.

## NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2025, consisted of the following:

| | General Fund | Building Fund | Non-Major Governmental Funds | Total Governmental Funds | Retiree Benefits Fund |
|---|---|---|---|---|---|
| Federal Government: | | | | | |
| Categorical aid programs | $ 600,322 | $ - | $ - | $ 600,322 | $ - |
| Special education | 6,198,152 | - | - | 6,198,152 | - |
| Child nutrition | - | - | 2,519,339 | 2,519,339 | - |
| State Government: | | | | | |
| Special education | 1,008,102 | - | - | 1,008,102 | - |
| Child nutrition | - | - | 869,410 | 869,410 | - |
| Lottery | 1,021,817 | - | - | 1,021,817 | - |
| Categorical aid programs | 4,349,405 | - | - | 4,349,405 | - |
| Local: | | | | | |
| Interest | 3,057,043 | 1,464,806 | 1,296,557 | 5,818,406 | 204,135 |
| Other local | 1,133,600 | - | 74,776 | 1,208,376 | 3,103,871 |
| Totals | $ 17,368,441 | $ 1,464,806 | $ 4,760,082 | $ 23,593,329 | $ 3,308,006 |

## NOTE 4 – INTERFUND ACTIVITIES

**Balances Due To/From Other Funds**
Balances due/to other funds at June 30, 2025, consisted of the following:

| | |
|---|---|
| General Fund due to Cafeteria Fund for catering expenses | $ 1,676 |
| General Fund due to Deferred Maintenance Fund to expend emergency repair grant | 249,300 |
| Capital Facilities Fund due to General Fund for developer fees | 3,951 |
| Cafeteria Fund due to General Fund for indirect costs | 336,937 |
| Total | $ 591,864 |

## NOTE 5 – FUND BALANCES

At June 30, 2025, fund balances of the District's governmental funds were classified as follows:

| | General Fund | Building Fund | Non-Major Governmental Funds | Total |
|---|---|---|---|---|
| Nonspendable: | | | | |
| Revolving cash | $ 20,000 | $ - | $ 206 | $ 20,206 |
| Stores inventories | 350,243 | - | 80,831 | 431,074 |
| Prepaid expenditures | 10,634 | - | 99,236 | 109,870 |
| Total Nonspendable | 380,877 | - | 180,273 | 561,150 |
| Restricted: | | | | |
| Categorical programs | 37,738,373 | - | 367,760 | 38,106,133 |
| Student activities | - | - | 188,766 | 188,766 |
| Food service | - | - | 15,867,710 | 15,867,710 |
| Capital projects | - | 62,509,057 | 22,398,930 | 84,907,987 |
| Debt service | - | - | 21,861,080 | 21,861,080 |
| Total Restricted | 37,738,373 | 62,509,057 | 60,684,246 | 160,931,676 |
| Committed: | | | | |
| Deferred maintenance program | - | - | 5,325,400 | 5,325,400 |
| Total Committed | - | - | 5,325,400 | 5,325,400 |
| Unassigned: | | | | |
| Reserve for economic uncertainties | 76,617,174 | - | - | 76,617,174 |
| Total Unassigned | 76,617,174 | - | - | 76,617,174 |
| Total | $ 114,736,424 | $ 62,509,057 | $ 66,189,919 | $ 243,435,400 |

## NOTE 6 – CAPITAL ASSETS AND DEPRECIATION

Capital asset activity for the year ended June 30, 2025, was as follows:

| | Balance, July 1, 2024 | Additions | Retirements | Balance, June 30, 2025 |
|---|---|---|---|---|
| Capital assets not being depreciated: | | | | |
| Land | $ 39,089,804 | $ - | $ - | $ 39,089,804 |
| Construction in progress | 97,656,385 | 15,993,129 | 9,630,423 | 104,019,091 |
| Total capital assets not being depreciated | 136,746,189 | 15,993,129 | 9,630,423 | 143,108,895 |
| Capital assets being depreciated: | | | | |
| Improvement of sites | 34,730,329 | 4,685,734 | - | 39,416,063 |
| Buildings | 363,210,561 | 16,404,568 | - | 379,615,129 |
| Equipment | 15,972,135 | 1,723,529 | - | 17,695,664 |
| Total capital assets being depreciated | 413,913,025 | 22,813,831 | - | 436,726,856 |
| Accumulated depreciation for: | | | | |
| Improvement of sites | (16,693,204) | (820,343) | - | (17,513,547) |
| Buildings | (79,545,627) | (7,012,140) | - | (86,557,767) |
| Equipment | (9,046,048) | (903,772) | - | (9,949,820) |
| Total accumulated depreciation | (105,284,879) | (8,736,255) | - | (114,021,134) |
| Total capital assets being depreciated, net | 308,628,146 | 14,077,576 | - | 322,705,722 |
| Subscription assets: | | | | |
| Software subscriptions | 1,757,364 | - | - | 1,757,364 |
| Accumulated amortization | (492,357) | (492,357) | - | (984,714) |
| Total subscription assets, net | 1,265,007 | (492,357) | - | 772,650 |
| Governmental Activity Capital Assets, Net | $ 446,639,342 | $ 29,578,348 | $ 9,630,423 | $ 466,587,267 |

**NOTE 6 – CAPITAL ASSETS AND DEPRECIATION (continued)**

Depreciation expense is allocated to the following functions in the Statement of Activities:

| | |
|---|---|
| Instruction | $ 4,811,525 |
| Instructional Supervision and Administration | 175,771 |
| Instructional Library, Media and Technology | 86,921 |
| School Site Administration | 424,734 |
| Home-to-School Transportation | 86,921 |
| Food Services | 349,615 |
| All other Pupil Services | 175,772 |
| Community Services | 86,921 |
| All Other General Administration | 262,694 |
| Centralized Data Processing | 86,921 |
| Plant Services | 2,188,460 |
| Total | $ 8,736,255 |

**NOTE 7 – LONG-TERM LIABILITIES OTHER THAN OPEB OR PENSIONS**

Changes in long-term debt for the year ended June 30, 2025, were as follows:

| | Balance, July 1, 2024 | Additions | Deductions | Balance, June 30, 2025 | Amount Due Within One Year |
|---|---|---|---|---|---|
| General Obligation Bonds: | | | | | |
| Principal repayments | $ 322,570,336 | $ - | $ 8,181,024 | $ 314,389,312 | $ 10,472,910 |
| Accreted interest component | 10,959,255 | 1,188,455 | 13,976 | 12,133,734 | 37,097 |
| Unamortized issuance premium | 10,426,180 | - | 824,691 | 9,601,489 | 824,691 |
| Unamortized issuance discount | (58,720) | - | (3,011) | (55,709) | (3,012) |
| Direct placement debt: | | | | | |
| General obligation bonds | 9,551,000 | - | 190,000 | 9,361,000 | 35,000 |
| Total - Bonds | 353,448,051 | 1,188,455 | 9,206,680 | 345,429,826 | 11,366,686 |
| Certificates of Participation | | | | | |
| Principal repayments | 7,630,000 | - | 200,000 | 7,430,000 | 210,000 |
| Unamortized issuance discount | (57,500) | - | (2,727) | (54,773) | (2,728) |
| Total - Certificates of Participation | 7,572,500 | - | 197,273 | 7,375,227 | 207,272 |
| Compensated Absences: | | | | | |
| Vacation leave | 1,368,566 | 132,404 | - | 1,500,970 | - |
| Sick leave * | 7,369,328 | 228,235 | - | 7,597,563 | - |
| Supplementary Retirement Plan | 6,675,879 | - | 1,335,176 | 5,340,703 | 1,335,176 |
| Totals | $ 376,434,324 | $ 1,549,094 | $ 10,739,129 | $ 367,244,289 | $ 12,909,134 |

**As restated under GASB 101.*

Payments for general obligation bonds are made by the Bond Interest and Redemption Fund. Certificates of participation payments will be made by the Capital Facilities. Early retirement incentives listed above will be paid for by the fund for which the employee worked. Additions and deductions for compensated absences are reported net of their cumulative change in the current year.

**A. General Obligation Bonds**

**General Obligation Bonds - Measure M6**
On November 7, 2006, the District received authorization to issue $64 million in general obligation bonds. The Bonds were authorized in order to replace portable classrooms and relieve student overcrowding by building and equipping new classrooms and educational facilities.

**NOTE 7 – LONG-TERM LIABILITIES OTHER THAN OPEB OR PENSIONS (continued)**

**A. General Obligation Bonds (continued)**

**General Obligation Bonds - Measure R**
Bonds were authorized at an election of the registered voters of the District held on November 6, 2012, at which more than 55 percent of the voters authorized the issuance and sale of general obligation bonds not to exceed $90 million. The bonds are general obligations of the District. The bonds will be issued to finance the acquisition, construction, and modernization of school facilities and to pay costs of the issuance of the bonds.

**Election 2016 – Measure D**
On November 8, 2016, the voters of the District approved Measure D authorizing the District to issue up to $142.5 million general obligation bonds for the purpose of financing the renovation, construction and improvement of school facilities.

**Election of 2022 – Measure I**
On November 8, 2022, the voters of the District approved Measure I, authorizing the District to issue up to $215 million general obligation bonds for the purpose of financing the acquisition, construction and modernization of school facilities.

**Prior-Year Defeasance of Debt**
In prior years, the District defeased certain general obligation bonds by placing the proceeds of new refunding bonds in an irrevocable trust to provide for all future debt service payments on the old bonds. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the District's financial statements. At June 30, 2025, $31,145,000 of the defeased bonds remain outstanding. Deferred amounts on refunding at June 30, 2025, are $10,655,053.

The County is obligated to levy ad valorem taxes upon all property within the District for the payment of interest and principal of the bonds.

A summary of the District's outstanding general obligation bonds is below:

| Bond | Interest Rate | Date of Issue | Maturity Date | Amount of Original Issue | Outstanding, July 1, 2024 | Additions | Redeemed During Year | Outstanding, June 30, 2025 |
|---|---|---|---|---|---|---|---|---|
| **Measure M6 (2006)** | | | | | | | | |
| Series B | 3.0% to 5.74% | 7/11/2008 | 7/1/2033 | $ 31,997,467 | $ 7,077,467 | $ - | $ - | $ 7,077,467 |
| **Measure R (2012)** | | | | | | | | |
| Series A | 2.0% to 5.0% | 12/27/2012 | 8/1/2027 | 18,390,000 | 455,000 | - | - | 455,000 |
| Series B | 3.375% to 5.0% | 5/30/2013 | 8/1/2028 | 25,500,000 | 845,000 | - | 235,000 | 610,000 |
| Series C | 3.625% to 5.75% | 11/5/2014 | 8/1/2038 | 15,750,000 | 2,025,000 | - | - | 2,025,000 |
| Series D | 2.0% to 5.25% | 8/4/2015 | 8/1/2028 | 30,360,000 | 3,465,000 | - | 425,000 | 3,040,000 |
| **Measure D (2016)** | | | | | | | | |
| Series A | 3.5% to 5.0% | 3/30/2017 | 8/1/2046 | 81,000,000 | 81,000,000 | - | 90,000 | 80,910,000 |
| Series B | 3.0% to 5.0% | 3/29/2018 | 8/1/2047 | 13,996,626 | 12,707,734 | - | 76,024 | 12,631,710 |
| Series C | 3.0% to 4.0% | 12/15/2020 | 8/1/2050 | 10,995,135 | 10,800,135 | - | - | 10,800,135 |
| **Measure I (2022)** | | | | | | | | |
| Series A | 4.0% to 5.0% | 3/30/2023 | 8/1/2053 | 76,515,000 | 76,515,000 | - | - | 76,515,000 |
| **Refunding Issues** | | | | | | | | |
| 2012 Ref. | 2.0% to 5.0% | 7/2/2012 | 8/1/2024 | 12,240,000 | 375,000 | - | 375,000 | - |
| 2014 Ref. | 4.0% to 5.0% | 6/19/2014 | 8/1/2026 | 11,835,000 | 3,405,000 | - | 1,085,000 | 2,320,000 |
| 2015 Ref. | 2.0% to 5.0% | 5/6/2015 | 8/1/2036 | 14,305,000 | 8,025,000 | - | - | 8,025,000 |
| 2016 Ref. | 1.25% to 4.00% | 9/27/2016 | 8/1/2026 | 16,360,000 | 7,205,000 | - | 2,205,000 | 5,000,000 |
| 2019 Ref. | 1.86% to 3.50% | 12/9/2019 | 8/1/2043 | 27,215,000 | 24,570,000 | - | 2,445,000 | 22,125,000 |
| 2020 Ref. | 0.407%-2.757% | 9/3/2020 | 8/1/2044 | 90,775,000 | 84,100,000 | - | 1,245,000 | 82,855,000 |
| | | | Totals | | $ 322,570,336 | $ - | $ 8,181,024 | $ 314,389,312 |
| | | | **Accreted Interest:** | | | | | |
| | | | 2006, Ser. B | | $ 10,001,439 | $ 993,497 | $ - | $ 10,994,936 |
| | | | 2016, Ser. B | | 900,422 | 175,511 | 13,976 | 1,061,957 |
| | | | 2016, Ser. C | | 57,394 | 19,447 | - | 76,841 |
| | | | Totals | | $ 10,959,255 | $ 1,188,455 | $ 13,976 | $ 12,133,734 |

**NOTE 7 – LONG-TERM LIABILITIES OTHER THAN OPEB OR PENSIONS (continued)**

**A. General Obligation Bonds (continued)**

The annual requirements to amortize general obligation bonds outstanding as of June 30, 2025, are as follows:

| Fiscal Year | Principal | Interest | Total |
|---|---|---|---|
| 2025-2026 | $ 10,472,910 | $ 11,270,024 | $ 21,742,934 |
| 2026-2027 | 11,678,030 | 10,922,547 | 22,600,577 |
| 2027-2028 | 10,957,953 | 12,647,740 | 23,605,693 |
| 2028-2029 | 9,012,670 | 12,538,243 | 21,550,913 |
| 2029-2030 | 9,496,067 | 12,484,124 | 21,980,191 |
| 2030-2035 | 49,055,615 | 58,564,827 | 107,620,442 |
| 2035-2040 | 58,934,204 | 39,771,555 | 98,705,759 |
| 2040-2045 | 67,386,729 | 26,862,545 | 94,249,274 |
| 2045-2050 | 54,740,134 | 11,788,569 | 66,528,703 |
| 2050-2054 | 32,655,000 | 2,494,547 | 35,149,547 |
| Totals | $ 314,389,312 | $ 199,344,721 | $ 513,734,033 |

**B. Direct Placement Debt**

**General Obligation Bonds**
The District issued direct placement General Obligation bonds in the amount of $10,618,000 through an offer from First Foundation Bank. The proceeds were used to refund a portion of 2012 Election Series A and 1997 Election 2012 Refunding bonds. The bonds bear an interest rate of 2.75%, with maturities from August 1, 2022, through August 1, 2043.

The annual requirement to amortize the debt as of June 30, 2025, is as follows:

| Fiscal Year | Principal | Interest | Total |
|---|---|---|---|
| 2025-2026 | $ 35,000 | $ 257,180 | $ 292,180 |
| 2026-2027 | 37,000 | 256,197 | 293,197 |
| 2027-2028 | 192,000 | 254,121 | 446,121 |
| 2028-2029 | 381,000 | 247,548 | 628,548 |
| 2029-2030 | 457,000 | 236,541 | 693,541 |
| 2030-2035 | 1,584,000 | 994,091 | 2,578,091 |
| 2035-2040 | 2,994,000 | 816,536 | 3,810,536 |
| 2040-2044 | 3,681,000 | 208,588 | 3,889,588 |
| Totals | $ 9,361,000 | $ 3,270,802 | $ 12,631,802 |

**NOTE 7 – LONG-TERM LIABILITIES OTHER THAN OPEB OR PENSIONS (continued)**

**C. Certificates of Participation**

**2016 Certificates of Participation**

On April 7, 2016, the District issued $8,000,000 of Certificates of Participation through the Public Property Financing Corporation of California. The certificates bear an initial interest rate of 2.00% with a 5.00% step-up interest rate that commences August 1, 2021. The certificates were issued as term certificates due August 1, 2045, with annual mandatory sinking fund payments due on August 1 of each year beginning in 2022 until maturity. The proceeds of the certificates are being used to finance the acquisition and improvement of real property for use by the District as educational facilities. At June 30, 2025, the principal balance outstanding was $7,430,000.

The annual requirements to amortize all outstanding certificates are as follows:

| Fiscal Year | Principal | Interest | Total |
|---|---|---|---|
| 2025-2026 | $ 210,000 | $ 366,250 | $ 576,250 |
| 2026-2027 | 220,000 | 355,500 | 575,500 |
| 2027-2028 | 230,000 | 344,250 | 574,250 |
| 2028-2029 | 240,000 | 332,500 | 572,500 |
| 2029-2030 | 255,000 | 320,125 | 575,125 |
| 2030-2035 | 1,470,000 | 1,392,250 | 2,862,250 |
| 2035-2040 | 1,870,000 | 956,250 | 2,826,250 |
| 2040-2045 | 2,385,000 | 387,750 | 2,772,750 |
| 2045-2046 | 550,000 | 93,375 | 643,375 |
| Totals | $ 7,430,000 | $ 4,548,250 | $ 11,978,250 |

**D. Early Retirement Incentive**

The District has established a supplementary early retirement incentive program (SERP) whereby certain qualified employees may retire early and receive a portion of their salary paid out as an annuity over five years. At June 30, 2025, the future payments under this obligation are as follows:

| Future Years | Amount |
|---|---|
| 2025-2026 | $ 1,335,176 |
| 2026-2027 | 1,335,176 |
| 2027-2028 | 1,335,176 |
| 2028-2029 | 1,335,175 |
| Total | $ 5,340,703 |

## NOTE 8 – OTHER POST-EMPLOYMENT BENEFITS (OPEB)

For the fiscal year ended June 30, 2025, the District reported net OPEB liability, deferred outflows of resources, deferred inflows of resources, and OPEB expense for the following plans:

| | Net OPEB Liability (Asset) | Deferred Outflows of Resources | Deferred Inflows of Resources | OPEB Expense |
|---|---|---|---|---|
| District Plan | $ 77,251,713 | $ 15,830,026 | $ 37,890,087 | $ 3,447,852 |
| MPP Program | 611,628 | - | - | (132,996) |
| Total | $ 77,863,341 | $ 15,830,026 | $ 37,890,087 | $ 3,314,856 |

The details of each plan are as follows:

### District Plan

***Plan Description***
Oxnard School District's single-employer defined benefit provides post-employment benefits other than pensions (OPEB) to employees who meet certain criteria. The District provides post-employment healthcare benefits to eligible retirees and their covered eligible dependents and pays a portion of the cost. All active employees who retire directly from the District and meet the eligibility criteria may participate.

***Benefits Provided***
The postretirement health plans and the District's obligation vary by employee group as described below.

| | OEA | CSEA | Management | OSSA |
|---|---|---|---|---|
| Benefit Types Provided | Medical, dental, and vision | Medical, dental, and vision | Medical, dental, and vision | Medical, dental, and vision |
| Duration of Benefits | To age 69 | To Age 65[1] | To age 69 | To age 65[1] |
| Required Service | 8 years[2] | 15 years[3] | 8 years[2] | 8 years[2] |
| Minimum Age | 55 | 55 | 55 | 55 |
| Dependent Coverage | No[4] | Yes | Yes | No[4] |
| District Contribution % | 100% | 100% | 100% | 100% |
| District Cap | None | Premium rate at retirement[5] | None | None |

[1]To age 69 if hired before 8/1/05 for CSEA and 7/1/06 for OSSA
[2]This is the requirement for Oxnard School District. Also requires 15 years in California Public Schools
[3]For those hired before 8/1/05, 8 years with OSD and 15 years in California Public Schools
[4]Contract language allows "employee-only" premium. District currently pays a composite rate that includes dependents.
[5]Affects CSEA members who were employed on or after 8/1/05

The Plan provides medical, dental, and vision benefits for retirees. Benefits are provided through a third-party insurer, and the full cost of benefits is covered by the plan. Article 4 of the Trust By-Laws grants the authority to establish and amend the benefit terms to the Trust Board.

**NOTE 8 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) (continued)**

**District Plan (continued)**

***Employees Covered by Benefit Terms***
At the most recent valuation, the following employees were covered by the benefit terms:

| | |
|---|---|
| Inactive employees or beneficiaries currently receiving benefit payments | 247 |
| Active employees | 1,042 |
| Total | 1,289 |

***Total OPEB Liability***
The District's total OPEB liability of $86,134,251 was measured as of June 30, 2025, and was determined by an actuarial valuation as of June 30, 2025.

***Actuarial Assumptions and Other Inputs***
The total OPEB liability in the June 30, 2025, actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

| | |
|---|---|
| Valuation Date | June 30, 2025 |
| Expected rate of return on assets | 5.20% |
| Inflation | 2.50% |
| Salary increases | 2.75% |
| Healthcare cost trend rates | 4.00% |

Contributions to the plan are not actuarially determined.

***Discount Rate***
The discount rate used to measure the total OPEB liability was 5.2 percent. The valuation used the Bond Buyer 20 Index at June 30, 2025.

The valuation also used historic 19-year real rates of return for each asset class along with the long-term inflation assumption to set the discount rate. The expected investment return was offset by investment expenses of 50 basis points.

The discount rate in the prior valuation was 3.93 percent.

***Mortality Rates***
Following are the tables the mortality assumptions are based upon.

| Participant-Type | Mortality Tables |
|---|---|
| Certificated | 2020 CalSTRS Mortality |
| Classified | 2021 CalPERS Mortality for Miscellaneous and Schools Employees |
| Miscellaneous | 2021 CalPERS Mortality for Miscellaneous and Schools Employees |

**NOTE 8 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) (continued)**

**District Plan (continued)**

**Asset Allocation**
Following is the assumed asset allocation and assumed rate of return for each:

| Asset Class | Assumed Asset Allocation | Real Rate of Return |
|---|---|---|
| Intermediate-Term Government Bonds | 30% | 4.250% |
| Long-Term Corporate Bonds | 30% | 4.250% |
| Long-Terrm Government Bonds | 30% | 4.250% |
| Short-Term Government Bonds | 10% | 3.000% |

The valuation looked at rolling periods of time for all asset classes in combination to appropriately reflect correlation between asset classes. That means that the average returns for any asset class don't necessarily reflect the averages over time individually, but reflect the return for the asset class for the portfolio average. The valuation used geometric means.

| Reporting Date | Measurement Date | Long-Term Expected Return on Investments | Discount Rate |
|---|---|---|---|
| June 30, 2024 | June 30, 2024 | 3.93% | 3.93% |
| June 30, 2025 | June 30, 2025 | 5.20% | 5.20% |

**Changes in the Total OPEB Liability**

| | Total OPEB Liability | Fiduciary Net Position | Net OPEB Liability (Asset) |
|---|---|---|---|
| **Balance at July 1, 2024** | $ 90,137,292 | $ 8,532,490 | $ 81,604,802 |
| **Changes for the year:** | | | |
| Service cost | 3,470,646 | - | 3,470,646 |
| Interest | 3,542,316 | 439,235 | 3,103,081 |
| Differences between expected and actual experience | 1,717,543 | - | 1,717,543 |
| Employer contributions | - | 3,707,615 | (3,707,615) |
| Benefit payments | (3,796,802) | (3,796,802) | - |
| Changes of assumptions | (8,936,744) | - | (8,936,744) |
| Net changes | (4,003,041) | 350,048 | (4,353,089) |
| **Balance at June 30, 2025** | $ 86,134,251 | $ 8,882,538 | $ 77,251,713 |

**NOTE 8 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) (continued)**

**District Plan (continued)**

***Sensitivity of the Total OPEB Liability to Changes in the Discount Rate***
The following presents the total OPEB liability of the District, as well as what the District's total OPEB liability would be if it were calculated using a discount rate that is one percentage-point lower or one percentage-point higher than the current discount rate:

| Discount Rate | | OPEB Liability |
|---|---|---|
| 1% decrease | $ | 84,221,573 |
| Current discount rate | $ | 77,251,713 |
| 1% increase | $ | 70,792,929 |

***Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates***
The following presents the total OPEB liability of the District, as well as what the District's total OPEB liability would be if it were calculated using healthcare cost trend rates that are one percentage-point lower or one percentage-point higher than the current healthcare cost trend rates:

| Healthcare Cost Trend Rate | | OPEB Liability |
|---|---|---|
| 1% decrease | $ | 68,384,954 |
| Current trend rate | $ | 77,251,713 |
| 1% increase | $ | 87,562,826 |

***OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB***
For the year ended June 30, 2025, the District recognized OPEB expense of $3,447,852. In addition, at June 30, 2025, the District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

| | Deferred Outflows of Resources | Deferred Inflows of Resources |
|---|---|---|
| Differences between expected and actual experience | $ 12,931,659 | $ 18,744,455 |
| Changes of assumptions | 2,851,590 | 19,145,632 |
| Net difference between projected and actual earnings on OPEB plan investments | 46,777 | - |
| Total | $ 15,830,026 | $ 37,890,087 |

**NOTE 8 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) (continued)**

**District Plan (continued)**

***OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (continued)***
Amounts reported as deferred outflows and deferred inflows of resources will be recognized in OPEB expense as follows:

| Year Ended June 30: | Deferred Outflows of Resources | Deferred Inflows of Resources |
|---|---|---|
| 2026 | $ 3,712,923 | $ 6,968,835 |
| 2027 | 3,568,855 | 5,934,279 |
| 2028 | 2,861,783 | 5,060,054 |
| 2029 | 2,441,909 | 5,013,937 |
| 2030 | 2,463,033 | 5,013,937 |
| Thereafter | 781,523 | 9,899,045 |
| | $ 15,830,026 | $ 37,890,087 |

**Medicare Premium Payment (MPP) Program**

***Plan Description***
The MPP Program is a cost-sharing multiple-employer other postemployment benefit (OPEB) plan established pursuant to Chapter 1032, Statutes of 2000 (SB 1435). CalSTRS administers the MPP Program through the Teachers' Health Benefit Fund (THBF).

A full description of the MPP Program regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2023, annual actuarial valuation report, Medicare Premium Payment Program. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: https://www.calstrs.com/general-information/gasb-6768.

***Benefits Provided***
The MPP Program pays Medicare Part A premiums and Medicare Parts A and B late enrollment surcharges for eligible members of the DB Program who were retired or began receiving a disability allowance prior to July 1, 2012, and were not eligible for premium-free Medicare Part A. Members who retire on or after July 1, 2012, are not eligible for coverage under the MPP Program.

As of June 30, 2025, 4,121 retirees participated in the MPP Program; however, the number of retired members who will participate in the program in the future is unknown as eligibility cannot be predetermined.

The MPP Program is funded on a pay-as-you-go basis from a portion of monthly employer contributions. In accordance with *Education Code* Section 22950, contributions that would otherwise be credited to the DB Program each month are instead credited to the MPP Program to fund monthly program and administrative costs. Total redirections to the MPP Program are monitored to ensure that total incurred costs do not exceed the amount initially identified as the cost of the program.

**NOTE 8 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) (continued)**

**Medicare Premium Payment (MPP) Program (continued)**

***Total OPEB Liability***
At June 30, 2025, the District reported a liability of $611,628 for its proportionate share of the net OPEB liability for the MPP Program. The total OPEB liability for the MPP Program as of June 30, 2024, was determined by applying update procedures to the financial reporting actuarial valuation as of June 30, 2023, and rolling forward the total OPEB liability to June 30, 2024. The District's proportion of the net OPEB liability was based on a projection of the District's long-term share of contributions to the OPEB plan relative to the projected contributions of all participating school districts and the State, actuarially determined. The District's proportions of the net OPEB liability for the two most recent measurement periods were:

| | Percentage Share of MPP Program | | |
|---|---|---|---|
| | Fiscal Year Ending June 30, 2025 | Fiscal Year Ending June 30, 2024 | Change Increase/ (Decrease) |
| Measurement Date | June 30, 2024 | June 30, 2023 | |
| Proportion of the Net OPEB Liability | 0.229462% | 0.245396% | (0.015934%) |

For the year ended June 30, 2025, the District reported OPEB expense of $(132, 996).

***Actuarial Assumptions and Other Inputs***
The total OPEB liability in the June 30, 2023, actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

| | |
|---|---|
| Measurement Date | June 30, 2024 |
| Valuation Date | June 30, 2023 |
| Experience Study | July 1, 2007 through June 30, 2022 |
| Actuarial Cost Method | Entry age actuarial cost method |
| Investment Rate of Return | 3.93% |
| Healthcare Cost Trend Rates | 5.0% for Medicare Part A, and<br>6.5% for Medicare Part B |

Assumptions were made about future participation (enrollment) into the MPP Program as CalSTRS is unable to determine which members not currently participating meet all eligibility criteria for enrollment in the future. Assumed enrollment rates were derived based on past experience and are stratified by age with the probability of enrollment diminishing as the members' ages increase. This estimated enrollment rate was then applied to the population of members who may meet criteria necessary for eligibility but are not currently enrolled in the MPP Program. Based on this, the estimated number of future enrollments used in the financial reporting valuation was 154 or an average of 0.12% of the potentially eligible population of 132,333.

CalSTRS uses a generational mortality assumption, which is based off generational mortality tables that reflect expected future improvements in mortality and includes a base table and projection table. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality among our members. The projection table reflects the expected annual reduction in mortality rates at each age. The current mortality assumption uses a base year of 2023, and projected improvement is based on the MP–2021 Ultimate Projection Scale.

**NOTE 8 – OTHER POST-EMPLOYMENT BENEFITS (OPEB) (continued)**

**Medicare Premium Payment (MPP) Program (continued)**

***Discount Rate***
The MPP Program is funded on a pay-as-you-go basis with contributions generally being made at the same time and in the same amount as benefit payments and expenses coming due. Any funds within the MPP Program as of June 30, 2024, were to manage differences between estimated and actual amounts to be paid and were invested in the Surplus Money Investment Fund (SMIF), which is a pooled investment program administered by the California State Treasurer.

As the MPP Program is funded on a pay-as-you-go basis, the OPEB plan's fiduciary net position was not projected to be sufficient to make projected future benefit payments. Therefore, the MPP Program used the Bond Buyer's 20-Bond GO Index from Bondbuyer.com as of June 30, 2024, as the discount rate, which was applied to all periods of projected benefit payments to measure the total OPEB liability. The discount rate as of June 30, 2024, was 3.93%, which is an increase of 0.28% from 3.65% as of June 30, 2023.

***Sensitivity of the Proportionate Share of the Net OPEB Liability to Changes in the Discount Rate***
The following presents the District's proportionate share of the net OPEB liability, as well as what the District's proportionate share of the net OPEB liability would be if it were calculated using a discount rate that is one percentage-point lower or one percentage-point higher than the current discount rate:

| Discount Rate | | MPP OPEB Liability |
|---|---|---|
| 1% decrease | $ | 659,932 |
| Current discount rate | $ | 611,628 |
| 1% increase | $ | 569,154 |

***Sensitivity of the Proportionate Share of the Net OPEB Liability to Changes in the Medicare Costs Trend Rates***
The following presents the District's proportionate share of the net OPEB liability, as well as what the District's proportionate share of the net OPEB liability would be if it were calculated using Medicare costs trend rates that are one percentage-point lower or one percentage-point higher than the current rates:

| Medicare Cost Trend Rates | | MPP OPEB Liability |
|---|---|---|
| 1% decrease | $ | 566,607 |
| Current trend rate | $ | 611,628 |
| 1% increase | $ | 661,891 |

## NOTE 9 – PENSION PLANS

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Certificated employees are members of the California State Teachers' Retirement System (CalSTRS), and classified employees are members of the California Public Employees' Retirement System (CalPERS).

For the fiscal year ended June 30, 2025, the District reported net pension liabilities, deferred outflows of resources, deferred inflows of resources, and pension expenses for each of the above plans as follows:

| Pension Plan | Net Pension Liability | Deferred Outflows of Resources | Deferred Inflows of Resources | Pension Expense |
|---|---|---|---|---|
| CalSTRS | $ 105,644,019 | $ 47,651,625 | $ 24,040,058 | $ 6,335,168 |
| CalPERS | 84,636,648 | 36,784,629 | 11,792,085 | 14,554,688 |
| Totals | $ 190,280,667 | $ 84,436,254 | $ 35,832,143 | $ 20,889,856 |

The details of each plan are as follows:

### A. California State Teachers' Retirement System (CalSTRS)

**Plan Description**
The District contributes to the State Teachers Retirement Plan (STRP) administered by the California State Teachers' Retirement System (CalSTRS). STRP is a cost-sharing multiple-employer public employee retirement system defined benefit pension plan. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2023, annual actuarial valuation report, Defined Benefit Program Actuarial Valuation. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: https://www.calstrs.com/general-information/gasb-6768.

**Benefits Provided**
The STRP provides retirement, disability and survivor benefits to beneficiaries. Benefits are based on members' final compensation, age, and years of service credit. Members hired on or before December 31, 2012, with five years of credited service are eligible for the normal retirement benefit at age 60. Members hired on or after January 1, 2013, with five years of credited service are eligible for the normal retirement benefit at age 62. The normal retirement benefit is equal to 2.0% of final compensation for each year of credited service.

The STRP is a multiple-employer, cost-sharing defined benefit plan composed of four programs: Defined Benefit (DB) Program, Defined Benefit Supplement (DBS) Program, Cash Balance Benefit (CBB) Program and Replacement Benefits (RB) Program. A Supplemental Benefit Maintenance Account (SBMA) exists within the STRP and provides purchasing power protection for DB Program benefits. The STRP holds assets for the exclusive purpose of providing benefits to members of these programs and their beneficiaries. CalSTRS also uses plan assets to defray reasonable expenses of administering the STRP. Although CalSTRS is the administrator of the STRP, the state is the sponsor and obligor of the trust. In addition, the state is both an employer and non-employer contributing entity to the STRP.

**NOTE 9 – PENSION PLANS (continued)**

**A. California State Teachers' Retirement System (CalSTRS) (continued)**

**Benefits Provided (continued)**

The STRP provisions and benefits in effect at June 30, 2025, are summarized as follows:

| | STRP Defined Benefit Program | |
|---|---|---|
| | On or before | On or after |
| Hire Date | December 31, 2012 | January 1, 2013 |
| Benefit Formula | 2% at 60 | 2% at 62 |
| Benefit Vesting Schedule | 5 years of service | 5 years of service |
| Benefit Payments | Monthly for life | Monthly for life |
| Retirement Age | 60 | 62 |
| Monthly Benefits as a Percentage of Eligible Compensation | 2.0%-2.4% | 2.0%-2.4% |
| Required Member Contribution Rate | 10.25% | 10.205% |
| Required Employer Contribution Rate | 19.10% | 19.10% |
| Required State Contribution Rate | 10.828% | 10.828% |

**Contributions**

The parameters for member, employer and state contribution rates are set by the California Legislature and the Governor and detailed in the Teachers' Retirement Law. Current contribution rates were established by California Assembly Bill 1469 (CalSTRS Funding Plan), which was passed into law in June 2014 and established a schedule of contribution rate increases shared among members, employers and the state to bring CalSTRS toward full funding by 2046.

The contribution rates for each program for the year ended June 30, 2025, are presented above, and the District's total contributions were $20,389,167.

**Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions**

At June 30, 2025, the District reported a liability for its proportionate share of the net pension liability that reflected a reduction for State pension support provided to the District. The amount recognized by the District as its proportionate share of the net pension liability, the related state support and the total portion of the net pension liability that was associated with the District were as follows:

| | | |
|---|---|---|
| District's proportionate share of net pension liability | $ | 105,644,019 |
| State's proportionate share of the net pension liability associated with the District | | 48,469,840 |
| Total | $ | 154,113,859 |

## NOTE 9 – PENSION PLANS

### A. California State Teachers' Retirement System (CalSTRS) (continued)

**Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)**

The net pension liability was measured as of June 30, 2024. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts and the State, actuarially determined. The District's proportions of the net pension liability for the two most recent measurement periods were:

| | Percentage Share of Risk Pool | | |
|---|---|---|---|
| | Fiscal Year Ending June 30, 2025 | Fiscal Year Ending June 30, 2024 | Change Increase/ (Decrease) |
| Measurement Date | June 30, 2024 | June 30, 2023 | |
| Proportion of the Net Pension Liability | 0.157295% | 0.165906% | (0.008611%) |

For the year ended June 30, 2025, the District recognized pension expense of $6,335,168. In addition, the District recognized pension expense and revenue of $(4,631,035) for support provided by the State. At June 30, 2025, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

| | Deferred Outflows of Resources | Deferred Inflows of Resources |
|---|---|---|
| Pension contributions subsequent to measurement date | $ 20,389,167 | $ - |
| Net change in proportionate share of net pension liability | 14,850,312 | 11,778,915 |
| Difference between projected and actual earnings on pension plan investments | - | 426,269 |
| Changes of assumptions | 462,447 | 7,215,120 |
| Differences between expected and actual experience | 11,949,699 | 4,619,754 |
| Totals | $ 47,651,625 | $ 24,040,058 |

The deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent fiscal year. The deferred outflows/(inflows) of resources related to the difference between projected and actual earnings on pension plan investments will be amortized over a closed five-year period. The deferred outflows/(inflows) of resources related to the net change in proportionate share of net pension liability, changes of assumptions, and differences between expected and actual experience in the measurement of the total pension liability will be amortized over the Expected Average Remaining Service Life (EARSL) of all members that are provided benefits (active, inactive, and retirees) as of the beginning of the measurement period. The EARSL for the measurement period is 7 years.

**NOTE 9 – PENSION PLANS (continued)**

**A. California State Teachers' Retirement System (CalSTRS) (continued)**

**Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)**
Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

| Year Ended June 30, | Deferred Outflows of Resources | Deferred Inflows of Resources |
|---|---|---|
| 2026 | $ 3,192,618 | $ 9,920,180 |
| 2027 | 11,179,381 | 2,835,614 |
| 2028 | 2,858,477 | 3,282,705 |
| 2029 | 3,618,212 | 3,650,067 |
| 2030 | 3,989,428 | 1,911,741 |
| Thereafter | 2,424,342 | 2,439,751 |
| Totals | $ 27,262,458 | $ 24,040,058 |

**Actuarial Methods and Assumptions**
The total pension liability for the STRP was determined by applying update procedures to the financial reporting actuarial valuation as of June 30, 2023, and rolling forward the total pension liability to June 30, 2024. Significant actuarial methods and assumptions used in the financial reporting actuarial valuation to determine the total pension liability as of June 30, 2024, include:

| | |
|---|---|
| Valuation Date | June 30, 2023 |
| Experience Study | July 1, 2007, through June 30, 2022 |
| Actuarial Cost Method | Individual Entry Age |
| Investment Rate of Return | 7.00% |
| Inflation | 2.75% |
| Payroll Growth | 3.50% |

CalSTRS uses a generational mortality assumption, which is based off generational mortality tables that reflect expected future improvements in mortality and includes a base table and a projection table. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality amongst our members. The projection table reflects the expected annual reduction in mortality rates at each age. The current mortality assumption uses a base year of 2023, and projected improvement is based on the MP–2021 Ultimate Projection Scale.

The long-term investment rate of return assumption was determined using a building-block method in which best-estimate ranges of expected future real rates of return are developed for each major asset class/strategy. Expected real rates of return are net of the 2.75% inflation assumption and are derived from best-estimate ranges of 20- to 30-year geometrically linked expected returns. These best-estimate ranges were developed using capital market assumptions from CalSTRS investment staff and investment consultants as inputs to the process.

**NOTE 9 – PENSION PLANS (continued)**

**A. California State Teachers' Retirement System (CalSTRS) (continued)**

**Actuarial Methods and Assumptions (continued)**
The actuarial investment rate of return assumption was adopted by the board in January 2024 in conjunction with the most recent experience study. For each current and future valuation, CalSTRS' independent consulting actuary (Milliman) reviews the return assumption for reasonableness based on the most current capital market assumptions. The assumed asset allocation and best estimates of the expected rates of return for each major asset class/strategy as of June 30, 2024, are summarized in the following table:

| Asset Class | Assumed Asset Allocation | Long-Term Expected Rate of Return | Long-Term Expected Real Rate of Return |
|---|---|---|---|
| Public Equity | 38.0% | 8.00% | 5.25% |
| Real Estate | 15.0% | 6.80% | 4.05% |
| Private Equity | 14.0% | 9.50% | 6.75% |
| Fixed Income | 14.0% | 5.20% | 2.45% |
| Risk Mitigating Strategies | 10.0% | 5.00% | 2.25% |
| Inflation Sensitive | 7.0% | 6.40% | 3.65% |
| Cash/Liquidity | 2.0% | 2.80% | 0.05% |

**Discount Rate**
The discount rate used to measure the total pension liability was 7.10%, which was unchanged from the prior fiscal year. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and employers are made at statutory contribution rates in accordance with the rate increases. Projected inflows from investment earnings were calculated using the long-term assumed investment rate of return of 7.10% and assume that contributions, benefit payments and administrative expenses occur midyear. Based on those assumptions, the STRP's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term assumed investment rate of return was applied to all periods of projected benefit payments to determine the total pension liability.

The following presents the District's proportionate share of the net pension liability calculated using the current discount rate as well as what the net pension liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

| Discount Rate | | Net Pension Liability |
|---|---|---|
| 1% decrease (6.10%) | $ | 187,906,141 |
| Current discount rate (7.10%) | $ | 105,644,019 |
| 1% increase (8.10%) | $ | 36,951,734 |

**On Behalf Payments**
The State of California makes contributions to CalSTRS on behalf of the District. These payments consist of State General Fund contributions to CalSTRS pursuant to Sections 22954, 22955, and 22955.1 of the *Education Code* and *Public Resources Code* Section 6217.5. Under accounting principles generally accepted in the United States of America, these contributions are reported as revenues and expenditures in the fund financial statements. The total amount recognized by the District for its proportionate share of the State's on-behalf contributions is $9,787,062.

**NOTE 9 – PENSION PLANS (continued)**

**B. California Public Employees Retirement System (CalPERS)**

**Plan Description**
Qualified employees are eligible to participate in the Schools Pool under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer defined benefit pension plan administered by CalPERS. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2023, annual actuarial valuation report, Schools Pool Accounting Report. This report and CalPERS audited financial information are publicly available reports that can be found on the CalPERS website under Forms and Publications at: https://www.calpers.ca.gov/page/employers/actuarial-resources/gasb.

**Benefits Provided**
CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of service credit, a benefit factor, and the members' final compensation. Members hired on or before December 31, 2012, with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. Members hired on or after January 1, 2013, with five years of total service are eligible to retire at age 52 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after five years of service. The Basic Death Benefit is paid to any member's beneficiary if the member dies while actively employed. An employee's eligible survivor may receive the 1957 Survivor Benefit if the member dies while actively employed, is at least age 50 (or 52 for members hired on or after January 1, 2013), and has at least five years of credited service. The cost-of-living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The CalPERS provisions and benefits in effect at June 30, 2025, are summarized as follows:

| | Schools Pool (CalPERS) | |
|---|---|---|
| | On or before | On or after |
| Hire Date | December 31, 2012 | January 1, 2013 |
| Benefit Formula | 2% at 55 | 2% at 62 |
| Benefit Vesting Schedule | 5 years of service | 5 years of service |
| Benefit Payments | Monthly for life | Monthly for life |
| Retirement Age | 55 | 62 |
| Required Employee Contribution Rate | 7.00% | 8.00% |
| Required Employer Contribution Rate | 27.05% | 27.05% |

**Contributions**
The benefits for the defined benefit pension plans are funded by contributions from members, employers, non-employers, and earnings from investments. Member and employer contributions are a percentage of applicable member compensation. Member contribution rates are defined by law and depend on the respective employer's benefit formulas. In some circumstances, contributions are made by the employer to satisfy member contribution requirements. Member and employer contribution rates are determined by periodic actuarial valuations or by state statute. Actuarial valuations are based on the benefit formulas and employee groups of each employer. Non-employer contributions are not expected each year, but when provided they are accrued for. The contribution rates are expressed as a percentage of annual payroll. The contribution rates for each plan for the year ended June 30, 2025, are presented above, and the total District contributions were $14,571,230.

**NOTE 9 – PENSION PLANS (continued)**

**B. California Public Employees Retirement System (CalPERS) (continued)**

**Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions**

As of June 30, 2025, the District reported net pension liabilities for its proportionate share of the CalPERS net pension liability totaling $84,636,648. The net pension liability was measured as of June 30, 2024. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts, actuarially determined. The District's proportions of the net pension liability for the two most recent measurement periods were:

| | Percentage Share of Risk Pool | | |
|---|---|---|---|
| | Fiscal Year Ending June 30, 2025 | Fiscal Year Ending June 30, 2024 | Change Increase/ (Decrease) |
| Measurement Date | June 30, 2024 | June 30, 2023 | |
| Proportion of the Net Pension Liability | 0.236820% | 0.237228% | (0.000408%) |

For the year ended June 30, 2025, the District recognized pension expense of $14,554,688. At June 30, 2025, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

| | Deferred Outflows of Resources | Deferred Inflows of Resources |
|---|---|---|
| Pension contributions subsequent to measurement date | $ 14,571,230 | $ - |
| Net change in proportionate share of net pension liability | 658,527 | 1,885,417 |
| Difference between projected and actual earnings on pension plan investments | 12,588,571 | 9,300,926 |
| Changes of assumptions | 1,870,756 | - |
| Differences between expected and actual experience | 7,095,545 | 605,742 |
| Totals | $ 36,784,629 | $ 11,792,085 |

The deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent fiscal year. The deferred outflows/(inflows) of resources related to the difference between projected and actual earnings on pension plan investments will be amortized over a closed five-year period. The deferred outflows/(inflows) of resources related to the net change in proportionate share of net pension liability, changes of assumptions, and differences between expected and actual experience in the measurement of the total pension liability will be amortized over the Expected Average Remaining Service Life (EARSL) of all members that are provided benefits (active, inactive, and retirees) as of the beginning of the measurement period. The EARSL for the measurement period is 3.9 years.

**NOTE 9 – PENSION PLANS (continued)**

**B. California Public Employees Retirement System (CalPERS) (continued)**

**Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)**
Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

| Year Ended June 30, | Deferred Outflows of Resources | Deferred Inflows of Resources |
|---|---|---|
| 2026 | $ 11,124,742 | $ 8,186,478 |
| 2027 | 9,032,397 | 1,465,598 |
| 2028 | 2,056,260 | 1,071,570 |
| 2029 | - | 1,068,439 |
| 2030 | - | - |
| Thereafter | - | - |
| Totals | $ 22,213,399 | $ 11,792,085 |

**Actuarial Methods and Assumptions**
Total pension liability for the Schools Pool was determined by applying update procedures to a financial reporting actuarial valuation as of June 30, 2023, and rolling forward the total pension liability to June 30, 2024. The financial reporting actuarial valuation as of June 30, 2023, used the following methods and assumptions, applied to all prior periods included in the measurement:

| | |
|---|---|
| Valuation Date | June 30, 2023 |
| Experience Study | 2000-2019 |
| Actuarial Cost Method | Individual entry age normal |
| Discount Rate | 6.9% |
| Inflation Rate | 2.3% |
| Salary Increases | Varies by entry age and service |

Post-retirement mortality rates are based on CalPERS' experience and include generational mortality improvement using 80 percent of Scale MP 2020 published by the Society of Actuaries. These tables are used to estimate the value of benefits expected to be paid for service and disability retirements. For disability retirements, impaired longevity is recognized by a separate table.

In determining the long-term expected rate of return, CalPERS took into account 20-year market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated and combined with risk estimates, are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return.

**NOTE 9 – PENSION PLANS (continued)**

**B. California Public Employees Retirement System (CalPERS) (continued)**

**Actuarial Methods and Assumptions (continued)**
The target asset allocation and best estimates of real rates of return for each major asset class are summarized in the following table:

| Asset Class | Assumed Asset Allocation | Real Return |
|---|---|---|
| Global Equity Cap-weighted | 30.00% | 4.54% |
| Global Equity Non-Cap-weighted | 12.00% | 3.84% |
| Private Equity | 13.00% | 7.28% |
| Treasury | 5.00% | 0.27% |
| Mortgage-backed Securities | 5.00% | 0.50% |
| Investment Grade Corporates | 10.00% | 1.56% |
| High Yield | 5.00% | 2.27% |
| Emerging Market Debt | 5.00% | 2.48% |
| Private Debt | 5.00% | 3.57% |
| Real Assets | 15.00% | 3.21% |
| Leverage | (5.00%) | (0.59%) |

**Discount Rate**
The discount rate used to measure the total pension liability was 6.9%. The discount rate is not adjusted for administrative expenses. The fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return for the pension plan's investments was applied to all periods of projected benefit payments to determine the total pension liability.

The following presents the District's proportionate share of the net pension liability calculated using the current discount rate as well as what the net pension liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

| Discount Rate | | Net Pension Liability |
|---|---|---|
| 1% decrease (5.9%) | $ | 125,728,446 |
| Current discount rate (6.9%) | $ | 84,636,648 |
| 1% increase (7.9%) | $ | 50,691,551 |

**C. Social Security**
As established by Federal law, all public sector employees who are not members of their employer's existing retirement system (CalSTRS or CalPERS) must be covered by social security or an alternative plan. The District has elected to use Social Security as its alternative plan.

**D. Payables to the Pension Plans**
At June 30, 2025, the District did not have any outstanding payables for outstanding contributions to the CalSTRS and CalPERS pension plans, respectively, required for the fiscal year ended June 30, 2025.

## NOTE 10 – JOINT VENTURES

The Oxnard School District participates in one joint powers agreement (JPA) entity, the Ventura County Schools Self-Funding Authority (VCSSFA). The relationship between the Oxnard School District and the JPA is such that the JPA is not a component unit of the District for financial reporting purposes. Audited financial statements are available from the respective entities.

The VCSSFA provides workers compensation, property and liability coverage for its member school districts through a varying combination of self-insurance and excess coverage. The JPA is governed by a board consisting of a representative from each member district. The governing board controls the operations of its JPA independent of any influence by the member districts beyond their representation on the governing board. Each member district pays a premium commensurate with the level of coverage requested and shares surpluses and deficits proportionately to its participation in the JPA.

## NOTE 11 – RISK MANAGEMENT

**Property and Liability and Workers' Compensation**
The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees and natural disasters. During fiscal year ending June 30, 2025, the District participated in the Ventura County Schools Self-Funding Authority public entity risk pool for property and liability insurance coverage and workers' compensation coverage. Settled claims have not exceeded this commercial coverage in any of the past three years. There has not been a significant reduction in coverage from the prior year.

**Workers' Compensation**
For fiscal year 2024-25, the District participated in the Ventura County Schools Self-Funding Authority public entity risk pool for workers' compensation, with excess coverage provided by the SCRMA public entity risk pool. The District maintains a $100,000 Self-Insured Retention (SIR) amount.

**Employee Medical Benefits**
The District has contracted with Gold Coast Benefits Trust to provide employee health and welfare benefits.

## NOTE 12 – COMMITMENTS AND CONTINGENCIES

**A. State and Federal Allowances, Awards, and Grants**
The District has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursement will not be material.

**B. Litigation**
The District is involved in certain legal matters that arose out of the normal course of business. The District has not accrued a liability for any potential litigation against it because it does not meet the criteria to be considered a liability at June 30, 2025.

**C. Construction Commitments**
At June 30, 2025, the District had commitments with respect to unfinished capital projects of approximately $31.0 million to be paid from bond proceeds and developer fees.

**NOTE 13 – ADJUSTMENT FOR RESTATEMENTS**

As discussed in Note 1 to the financial statements, the District has implemented the provisions of GASB Statement No. 101, *Compensated Absences*. Accordingly, prior year liabilities on the Statement of Net Position were restated to adopt this standard.

| | Government-wide Statement of Activities |
|---|---|
| Net position - July 1, 2024, as originally stated | $ 112,416,756 |
| Implementation of GASB 101 | (7,369,328) |
| Net position - July 1, 2024, as restated | $ 105,047,428 |

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# *Required Supplementary Information*

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## OXNARD SCHOOL DISTRICT

*Budgetary Comparison Schedule – General Fund*
*For the Fiscal Year Ended June 30, 2025*

| | Budgeted Amounts | | Actual | Variance with Final Budget - |
|---|---|---|---|---|
| | Original | Final | (Budgetary Basis) | Pos (Neg) |
| **Revenues** | | | | |
| LCFF Sources | $ 194,795,986 | $ 194,802,476 | $ 194,811,141 | $ 8,665 |
| Federal Sources | 11,168,273 | 13,577,444 | 12,026,345 | (1,551,099) |
| Other State Sources | 39,438,525 | 39,981,475 | 50,242,340 | 10,260,865 |
| Other Local Sources | 18,106,855 | 25,399,109 | 29,130,730 | 3,731,621 |
| Total Revenues | 263,509,639 | 273,760,504 | 286,210,556 | 12,450,052 |
| **Expenditures** | | | | |
| Current: | | | | |
| Certificated Salaries | 110,590,723 | 115,313,833 | 114,972,888 | 340,945 |
| Classified Salaries | 46,201,871 | 48,445,543 | 49,209,783 | (764,240) |
| Employee Benefits | 63,508,761 | 65,349,702 | 73,864,332 | (8,514,630) |
| Books and Supplies | 13,121,511 | 12,678,572 | 9,138,037 | 3,540,535 |
| Services and Other Operating Expenditures | 59,187,710 | 74,730,628 | 66,064,980 | 8,665,648 |
| Transfers of Indirect Costs | (363,101) | (339,304) | (336,937) | (2,367) |
| Capital Outlay | 1,442,586 | 4,797,438 | 2,862,324 | 1,935,114 |
| Other Outgo | 2,387,300 | 2,729,296 | 2,646,143 | 83,153 |
| Total Expenditures | 296,077,361 | 323,705,708 | 318,421,550 | 5,284,158 |
| Excess (Deficiency) of Revenues Over (Under) Expenditures | (32,567,722) | (49,945,204) | (32,210,994) | 17,734,210 |
| Fund Balances, July 1, 2024 | 146,947,418 | 146,947,418 | 146,947,418 | - |
| Fund Balances, June 30, 2025 | $ 114,379,696 | $ 97,002,214 | $ 114,736,424 | $ 17,734,210 |

*See accompanying notes to required supplementary information.*

# OXNARD SCHOOL DISTRICT

*Schedule of Proportionate Share of the Net Pension Liability-CalSTRS*
*For the Fiscal Year Ended June 30, 2025*

*Last Ten Fiscal Years*

| **Employer's Fiscal Year**<br>**Measurement Period** | **2024-25**<br>**2023-24** | **2023-24**<br>**2022-23** | **2022-23**<br>**2021-22** | **2021-22**<br>**2020-21** | **2020-21**<br>**2019-20** |
|---|---|---|---|---|---|
| District's proportion of the net pension liability | 0.1573% | 0.1659% | 0.1442% | 0.1475% | 0.1520% |
| District's proportionate share of the net pension liability | $ 105,644,019 | $ 126,355,762 | $ 100,187,157 | $ 67,134,816 | $ 147,307,456 |
| State's proportionate share of the net pension liability associated with the District | 48,469,840 | 60,540,598 | 50,173,337 | 33,779,636 | 75,937,011 |
| Totals | $ 154,113,859 | $ 186,896,360 | $ 150,360,494 | $ 100,914,452 | $ 223,244,467 |
| District's covered payroll | $ 104,853,174 | $ 100,026,236 | $ 87,687,748 | $ 81,326,155 | $ 82,018,655 |
| District's proportionate share of the net pension liability as a percentage of its covered payroll | 100.75% | 126.32% | 114.25% | 82.55% | 179.60% |
| Plan fiduciary net position as a percentage of the total pension liability | 84% | 81% | 81% | 87% | 72% |

| **Employer's Fiscal Year**<br>**Measurement Period** | **2019-20**<br>**2018-19** | **2018-19**<br>**2017-18** | **2017-18**<br>**2016-17** | **2016-17**<br>**2015-16** | **2015-16**<br>**2014-15** |
|---|---|---|---|---|---|
| District's proportion of the net pension liability | 0.1529% | 0.1570% | 0.1485% | 0.1547% | 0.1500% |
| District's proportionate share of the net pension liability | $ 138,136,433 | $ 144,320,917 | $ 137,347,794 | $ 125,365,550 | $ 100,986,000 |
| State's proportionate share of the net pension liability associated with the District | 75,362,646 | 82,630,475 | $ 81,253,795 | 71,378,879 | 53,410,318 |
| Totals | $ 213,499,079 | $ 226,951,392 | $ 218,601,589 | $ 196,744,429 | $ 154,396,318 |
| District's covered-employee payroll | $ 84,292,598 | $ 83,459,653 | $ 80,537,440 | $ 76,798,239 | $ 70,452,489 |
| District's proportionate share of the net pension liability as a percentage of its covered-employee payroll | 163.88% | 172.92% | 170.54% | 163.24% | 143.34% |
| Plan fiduciary net position as a percentage of the total pension liability | 73% | 71% | 69% | 70% | 74% |

*See accompanying notes to required supplementary information.*

# OXNARD SCHOOL DISTRICT

*Schedule of Proportionate Share of the Net Pension Liability-CalPERS*
*For the Fiscal Year Ended June 30, 2025*

*Last Ten Fiscal Years*

| **Employer's Fiscal Year**<br>**Measurement Period** | **2024-25**<br>**2023-24** | **2023-24**<br>**2022-23** | **2022-23**<br>**2021-22** | **2021-22**<br>**2020-21** | **2020-21**<br>**2019-20** |
|---|---|---|---|---|---|
| District's proportion of the net pension liability | 0.2368% | 0.2372% | 0.2341% | 0.2403% | 0.2532% |
| District's proportionate share of the net pension liability | $ 84,636,648 | $ 85,874,057 | $ 80,549,179 | $ 48,860,366 | $ 77,681,103 |
| District's covered payroll | $ 51,171,552 | $ 41,648,652 | $ 36,028,691 | $ 35,168,908 | $ 36,539,369 |
| District's proportionate share of the net pension liability as a percentage of its covered payroll | 165.40% | 206.19% | 223.57% | 138.93% | 212.60% |
| Plan fiduciary net position as a percentage of the total pension liability | 72% | 70% | 70% | 81% | 70% |

| **Employer's Fiscal Year**<br>**Measurement Period** | **2019-20**<br>**2018-19** | **2018-19**<br>**2017-18** | **2017-18**<br>**2016-17** | **2016-17**<br>**2015-16** | **2015-16**<br>**2014-15** |
|---|---|---|---|---|---|
| District's proportion of the net pension liability | 0.2557% | 0.2556% | 0.2519% | 0.2531% | 0.2457% |
| District's proportionate share of the net pension liability | $ 74,525,983 | $ 68,149,798 | $ 60,128,107 | $ 49,987,407 | $ 36,216,423 |
| District's covered payroll | $ 36,543,090 | $ 33,887,773 | $ 32,092,252 | $ 30,393,939 | $ 27,191,989 |
| District's proportionate share of the net pension liability as a percentage of its covered payroll | 203.94% | 201.10% | 187.36% | 164.47% | 133.19% |
| Plan fiduciary net position as a percentage of the total pension liability | 73% | 71% | 72% | 74% | 79% |

*See accompanying notes to required supplementary information.*

# OXNARD SCHOOL DISTRICT

*Schedule of Pension Contributions-CalSTRS*

*For the Fiscal Year Ended June 30, 2025*

*Last Ten Fiscal Years*

| Employer's Fiscal Year | 2024-25 | 2023-24 | 2022-23 | 2021-22 | 2020-21 |
|---|---|---|---|---|---|
| Contractually required contribution | $ 20,389,167 | $ 20,026,956 | $ 19,105,011 | $ 14,836,767 | $ 13,134,174 |
| Contributions in relation to the contractually required contribution | 20,389,167 | 20,026,956 | 19,105,011 | 14,836,767 | 13,134,174 |
| Contribution deficiency (excess): | $ - | $ - | $ - | $ - | $ - |
| District's covered payroll | $ 106,749,567 | $ 104,853,174 | $ 100,026,236 | $ 87,687,748 | $ 81,326,155 |
| Contributions as a percentage of covered payroll | 19.10% | 19.10% | 19.10% | 16.92% | 16.15% |

| Employer's Fiscal Year | 2019-20 | 2018-19 | 2017-18 | 2016-17 | 2015-16 |
|---|---|---|---|---|---|
| Contractually required contribution | $ 14,025,190 | $ 13,722,835 | $ 12,043,228 | $ 10,131,610 | $ 8,240,451 |
| Contributions in relation to the contractually required contribution | 14,025,190 | 13,722,835 | 12,043,228 | 10,131,610 | 8,240,451 |
| Contribution deficiency (excess): | $ - | $ - | $ - | $ - | $ - |
| District's covered payroll | $ 82,018,655 | $ 84,292,598 | $ 83,459,653 | $ 80,537,440 | $ 76,798,239 |
| Contributions as a percentage of covered payroll | 17.10% | 16.28% | 14.43% | 12.58% | 10.73% |

*See accompanying notes to required supplementary information.*

# OXNARD SCHOOL DISTRICT

*Schedule of Pension Contributions-CalPERS*

*For the Fiscal Year Ended June 30, 2025*

*Last Ten Fiscal Years*

| Employer's Fiscal Year | 2024-25 | 2023-24 | 2022-23 | 2021-22 | 2020-21 |
|---|---|---|---|---|---|
| Contractually required contribution | $ 14,571,230 | $ 13,652,570 | $ 10,566,263 | $ 8,254,173 | $ 7,279,964 |
| Contributions in relation to the contractually required contribution | 14,571,230 | 13,652,570 | 10,566,263 | 8,254,173 | 7,279,964 |
| Contribution deficiency (excess): | $ - | $ - | $ - | $ - | $ - |
| District's covered payroll | $ 53,867,763 | $ 51,171,552 | $ 41,648,652 | $ 36,028,691 | $ 35,168,908 |
| Contributions as a percentage of covered payroll | 27.05% | 26.68% | 25.37% | 22.91% | 20.70% |

| Employer's Fiscal Year | 2019-20 | 2018-19 | 2017-18 | 2016-17 | 2015-16 |
|---|---|---|---|---|---|
| Contractually required contribution | $ 7,205,929 | $ 6,600,413 | $ 5,263,110 | $ 4,456,972 | $ 3,600,770 |
| Contributions in relation to the contractually required contribution | 7,205,929 | 6,600,413 | 5,263,110 | 4,456,972 | 3,600,770 |
| Contribution deficiency (excess): | $ - | $ - | $ - | $ - | $ - |
| District's covered payroll | $ 36,539,369 | $ 36,543,090 | $ 33,887,773 | $ 32,092,252 | $ 30,393,939 |
| Contributions as a percentage of covered payroll | 19.72% | 18.06% | 15.53% | 13.89% | 11.85% |

# OXNARD SCHOOL DISTRICT

*Schedule of Changes in the District's Net OPEB Liability and Related Ratios*
*For the Fiscal Year Ended June 30, 2025*

*Last Ten Fiscal Years**

| Employer's Financial Reporting Date | 2024-25 | 2023-24 | 2022-23 | 2021-22 | 2020-21 | 2019-20 | 2018-19 | 2017-18 |
|---|---|---|---|---|---|---|---|---|
| Measurement Period | 2024-25 | 2023-24 | 2022-23 | 2021-22 | 2020-21 | 2019-20 | 2018-19 | 2017-18 |
| **Total OPEB liability** | | | | | | | | |
| Service cost | $ 3,470,646 | $ 3,561,434 | $ 4,771,822 | $ 6,001,980 | $ 5,104,422 | $ 3,837,913 | $ 4,987,643 | $ 4,854,154 |
| Interest | 3,542,316 | 3,249,162 | 3,825,386 | 2,540,298 | 2,008,524 | 1,779,340 | 3,428,314 | 3,335,606 |
| Differences between expected and actual experience | 1,717,543 | (237,990) | (23,566,124) | 94,252 | 22,613,807 | - | (14,858,061) | - |
| Changes of assumptions or other inputs | (8,936,744) | (2,290,578) | (912,140) | (13,512,255) | 346,578 | 8,408,860 | 1,654,667 | (2,267,105) |
| Expected benefit payments | - | - | - | - | - | - | - | (3,630,866) |
| Benefit payments | (3,796,802) | (3,002,310) | (3,009,140) | (3,869,512) | (4,366,240) | (4,400,693) | (3,928,421) | 85,492 |
| Other changes | - | - | - | - | - | - | 374,367 | - |
| **Net change in total OPEB liability** | (4,003,041) | 1,279,718 | (18,890,196) | (8,745,237) | 25,707,091 | 9,625,420 | (8,341,491) | 2,377,281 |
| **Total OPEB liability - beginning** | 90,137,292 | 88,857,574 | 107,747,770 | 116,493,007 | 90,785,916 | 81,160,496 | 89,501,987 | 87,124,706 |
| **Total OPEB liability - ending** | $ 86,134,251 | $ 90,137,292 | $ 88,857,574 | $ 107,747,770 | $ 116,493,007 | $ 90,785,916 | $ 81,160,496 | $ 89,501,987 |
| **Plan Fiduciary Net Position** | | | | | | | | |
| Contributions - employer | $ 3,707,615 | $ 2,724,658 | $ 3,776,658 | $ 4,395,269 | $ 4,964,792 | $ - | $ 4,265,389 | $ 4,339,503 |
| Net investment income | 333,574 | 308,543 | (127,893) | 29,936 | - | 284,231 | 154,831 | 79,553 |
| Benefit payments | (3,796,802) | (3,002,310) | (3,009,140) | (3,869,512) | (4,366,240) | (3,564,682) | (3,928,421) | (3,630,865) |
| Investment Gains/(Losses) | 105,661 | - | 285,012 | - | 27,407 | (136,984) | - | - |
| Administrative expenses | | (90,471) | - | - | - | - | - | 85,492 |
| **Net change in plan fiduciary net position** | 350,048 | (59,580) | 924,637 | 555,693 | 625,959 | (3,417,435) | 491,799 | 873,683 |
| **Total fiduciary net position - beginning** | 8,532,490 | 8,592,070 | 7,667,433 | 7,111,740 | 6,485,781 | 9,903,216 | 9,411,417 | 8,537,734 |
| **Total fiduciary net position - ending** | $ 8,882,538 | $ 8,532,490 | $ 8,592,070 | $ 7,667,433 | $ 7,111,740 | $ 6,485,781 | $ 9,903,216 | $ 9,411,417 |
| **District's net OPEB liability (asset) - ending** | $ 77,251,713 | $ 81,604,802 | $ 80,265,504 | $ 100,080,337 | $ 109,381,267 | $ 84,300,135 | $ 71,257,280 | $ 80,090,570 |
| **Plan fiduciary net position as a percentage of the total OPEB liability** | 10.3% | 9.5% | 9.7% | 7.1% | 6.1% | 7.1% | 12.2% | 10.5% |
| **Covered-employee payroll** | $ 130,407,231 | $ 126,917,013 | $ 123,520,208 | $ 120,214,314 | $ 116,996,899 | $ 112,720,844 | $ 114,428,198 | $ 112,683,361 |
| **Total OPEB liability as a percentage of covered-employee payroll** | 59.2% | 64.3% | 65.0% | 83.3% | 93.5% | 74.79% | 62.27% | 71.08% |

** This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.*

**OXNARD SCHOOL DISTRICT**
*Schedule of OPEB Contributions*
*For the Fiscal Year Ended June 30, 2025*

*Last Ten Fiscal Years**

| **Employer's Financial Reporting Date** | **2024-25** | **2023-24** | **2022-23** | **2021-22** |
|---|---|---|---|---|
| Actuarially determined contribution | N/A | N/A | N/A | N/A |
| Contributions in relation to the actuarially determined contribution | $ 3,707,615 | $ 2,724,658 | $ 3,776,658 | $ 4,395,269 |
| Contribution deficiency (excess) | N/A | N/A | N/A | N/A |
| Covered-employee payroll | $ 130,407,231 | $ 126,917,013 | $ 123,520,208 | $ 120,214,314 |
| Contributions as a percentage of covered-employee payroll | 2.84% | 2.15% | 3.06% | 3.66% |

| **Employer's Financial Reporting Date** | **2020-21** | **2019-20** | **2018-19** | **2017-18** |
|---|---|---|---|---|
| Actuarially determined contribution | N/A | N/A | N/A | N/A |
| Contributions in relation to the actuarially determined contribution | $ 4,964,792 | $ - | $ 4,265,389 | $ 4,339,503 |
| Contribution deficiency (excess) | N/A | N/A | N/A | N/A |
| Covered-employee payroll | $ 116,996,899 | $ 112,720,844 | $ 114,428,198 | $ 112,683,361 |
| Contributions as a percentage of covered-employee payroll | 4.24% | 0.00% | 3.73% | 3.85% |

Note: The actuary does not calculate an actuarially determined contribution amount.

**This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.*

# OXNARD SCHOOL DISTRICT

*Schedule of the District's Proportionate Share of the Net OPEB Liability – MPP Program*
*For the Fiscal Year Ended June 30, 2025*

*Last Ten Fiscal Years**

| **Employer's Financial Reporting Date**<br>**Measurement Period** | **2024-25**<br>**2023-24** | **2023-24**<br>**2022-23** | **2022-23**<br>**2021-22** | **2021-22**<br>**2020-21** |
|---|---|---|---|---|
| District's proportion of net OPEB liability | 0.2295% | 0.2391% | 0.2164% | 0.2218% |
| District's proportionate share of net OPEB liability | $ 611,628 | $ 744,624 | $ 712,811 | $ 884,485 |
| Covered payroll [1] | N/A | N/A | N/A | N/A |
| District's net OPEB liability as a percentage of covered payroll | N/A | N/A | N/A | N/A |
| Plan fiduciary net position as a percentage of the total OPEB liability | (1.02%) | (0.94%) | (0.94%) | 0.00% |

| Employer's Financial Reporting Date<br>Measurement Period | **2020-21**<br>**2019-20** | **2019-20**<br>**2018-19** | **2018-19**<br>**2017-18** | **2017-18**<br>**2016-17** |
|---|---|---|---|---|
| District's proportion of net OPEB liability | 0.2304% | 0.2364% | 0.2469% | 0.2364% |
| District's proportionate share of net OPEB liability | $ 976,252 | $ 880,313 | $ 945,194 | $ 994,457 |
| Covered payroll 1 | N/A | N/A | N/A | N/A |
| District's net OPEB liability as a percentage of covered payroll | N/A | N/A | N/A | N/A |
| Plan fiduciary net position as a percentage of the total OPEB liability | (0.71%) | (0.81%) | 0.40% | 0.01% |

[1] As of June 30, 2012, active members are no longer eligible for future enrollment in the MPP program; therefore, the covered payroll disclosure is not applicable.

**This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.*

## NOTE 1 – PURPOSE OF SCHEDULES

**Budgetary Comparison Schedule**
The District employs budget control by object codes and by individual appropriation accounts. Budgets are prepared on the modified accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as prescribed by the *Governmental Accounting Standards Board* and provisions of the *California Education Code*. The governing board is required to hold a public hearing and adopt an operating budget no later than July 1 of each year. The adopted budget is subject to amendment throughout the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoptions with the legal restriction that expenditures cannot exceed appropriations by major object account.

The amounts reported as the original budgeted amounts in the budgetary statements reflect the amounts when the original appropriations were adopted. The amounts reported as the final budgeted amounts in the budgetary statements reflect the amounts after all budget amendments have been accounted for.

This schedule presents information for the original and final budgets and actual results of operations, as well as the variances from the final budget to actual results of operations.

**Schedule of the District's Proportionate Share of the Net Pension Liability**
This schedule presents information on the District's proportionate share of the net pension liability (NPL), the plans' fiduciary net position and, when applicable, the State's proportionate share of the NPL associated with the District.

***Change in benefit terms*** – There were no changes in benefit terms since the previous valuations for either CalSTRS and CalPERS.

***Change of assumptions*** – There were no changes in economic assumptions since the previous valuations for either CalSTRS or CalPERS.

**Schedule of District Contributions**
This schedule presents information on the District's required contribution, the amounts actually contributed, and any excess or deficiency related to the required contribution.

**Schedule of Changes in the District's Total OPEB Liability and Related Ratios**
This schedule presents information on the District's changes in the total OPEB liability, including beginning and ending balances, and the total OPEB liability. In the future, as data becomes available, ten years of information will be presented.

***Change in benefit terms*** – There were no changes in benefit terms since the previous valuation.

***Change of assumptions*** – Liability changes resulting from changes in economic and demographic assumptions are deferred based on the average working life. The discount rate was changed from 3.93 percent to 5.20 percent since the previous valuation.

**Schedule of OPEB Contributions**
This schedule presents information on the District's contribution, the amounts actually contributed, and any excess or deficiency related to the contribution. The District does not have actuarially determined contributions. In the future, as data becomes available, ten years of information will be presented.

**NOTE 1 – PURPOSE OF SCHEDULES (continued)**

**Schedule of the District's Proportionate Share of the Net OPEB Liability – MPP Program**
This schedule presents information on the District's proportionate share of the net OPEB liability – MPP Program and the plans' fiduciary net position. In the future, as data becomes available, ten years of information will be presented. As of June 30, 2012, active members are no longer eligible for future enrollment in the MPP program; therefore, the covered payroll disclosure is not applicable.

***Change in benefit terms*** – There were no changes in benefit terms since the previous valuation.

***Change of assumptions*** – The discount rate was changed from 3.65 percent to 3.93 percent since the previous valuation.

# *Supplementary Information*

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**OXNARD SCHOOL DISTRICT**
*Schedule of Average Daily Attendance*
*For the Fiscal Year Ended June 30, 2025*

| | Second Period Report | Annual Report |
|---|---|---|
| **Regular ADA:** | | |
| Grades TK-3 | 5,169.50 | 5,180.95 |
| Grades 4-6 | 4,051.70 | 4,054.50 |
| Grades 7-8 | 2,891.16 | 2,889.84 |
| Total Regular ADA | 12,112.36 | 12,125.29 |
| Total ADA | 12,112.36 | 12,125.29 |

# OXNARD SCHOOL DISTRICT

*Schedule of Instructional Time*

*For the Fiscal Year Ended June 30, 2025*

| | | Instructional Minutes Offered | | | Instructional Days Offered | | | |
|---|---|---|---|---|---|---|---|---|
| Grade Level | Instructional Minute Requirement | Actual Minutes Offered | J-13A Credited | Total | Actual Days Offered | J-13A Credited | Total | Status |
| Kindergarten | 36,000 | 50,180 | 620 | 50,800 | 178 | 2 | 180 | Complied |
| Grade 1 | 50,400 | 53,295 | 630 | 53,925 | 178 | 2 | 180 | Complied |
| Grade 2 | 50,400 | 53,295 | 630 | 53,925 | 178 | 2 | 180 | Complied |
| Grade 3 | 50,400 | 53,295 | 630 | 53,925 | 178 | 2 | 180 | Complied |
| Grade 4 | 54,000 | 54,135 | 640 | 54,775 | 178 | 2 | 180 | Complied |
| Grade 5 | 54,000 | 54,135 | 640 | 54,775 | 178 | 2 | 180 | Complied |
| Grade 6 | 54,000 | 57,104 | 678 | 57,782 | 178 | 2 | 180 | Complied |
| Grade 7 | 54,000 | 57,104 | 678 | 57,782 | 178 | 2 | 180 | Complied |
| Grade 8 | 54,000 | 57,104 | 678 | 57,782 | 178 | 2 | 180 | Complied |

*The District received an approved form J13A for two emergency days between 620 and 678 minutes (as shown above) on November 7-8 for all schools in the District. These school closure days were used to meet the instructional time requirement pursuant to California Education Code Sections 46207 and 46208.

**OXNARD SCHOOL DISTRICT**
*Schedule of Financial Trends and Analysis*
*For the Fiscal Year Ended June 30, 2025*

| General Fund | (Budget) 2026 [2] | 2025 | 2024 | 2023 |
|---|---|---|---|---|
| Revenues | $ 268,369,204 | $ 286,210,556 | $ 314,320,501 | $ 329,670,273 |
| Expenditures | 307,065,108 | 318,421,550 | 308,569,142 | 271,870,897 |
| Change in fund balance (deficit) | (38,695,904) | (32,210,994) | 5,751,359 | 57,799,376 |
| Ending fund balance | $ 76,040,520 | $ 114,736,424 | $ 146,947,418 | $ 141,196,059 |
| Available reserves [1] | $ 49,129,395 | $ 76,617,174 | $ 85,307,459 | $ 27,185,844 |
| Available reserves as a percentage of total outgo | 16.0% | 24.1% | 27.6% | 10.0% |
| Total long-term debt | $ 622,479,163 | $ 635,388,297 | $ 671,013,569 | $ 631,799,748 |
| Average daily attendance at P-2 | 11,832 | 12,112 | 12,576 | 13,006 |

The General Fund balance has decreased by $26.5 million over the past two years. The fiscal year 2025-26 adopted budget projects a decrease of $38.7 million. For a district of this size, the state recommends available reserves of at least 3% of total general fund expenditures, transfers out, and other uses (total outgo).

The District has incurred an operating surplus in two of the previous three years, but anticipates incurring an operating deficit during the 2025-26 fiscal year. Long-term debt has increased by $3.6 million over the past two years.

Average daily attendance decreased by 894 ADA in the past two years. Budgeted ADA for fiscal year 2025-26 is 11,832, which is a further decrease of 280.

[1] Available reserves consist of all unassigned fund balances in the General Fund.

[2] Revised Final Budget August, 2025.

**OXNARD SCHOOL DISTRICT**

*Reconciliation of Annual Financial and Budget Report with Audited Financial Statements*
*For the Fiscal Year Ended June 30, 2025*

| | Capital Facilities Fund |
|---|---|
| June 30, 2025, annual financial and budget report fund balance | $ 9,568,024 |
| Adjustments and reclassifications: | |
| Increase (decrease) in total fund balance: | |
| Accounts payable overstated | 395,750 |
| June 30, 2025, audited financial statement fund balance | $ 9,963,774 |

*See accompanying note to supplementary information.*

# OXNARD SCHOOL DISTRICT
*Schedule of Expenditures of Federal Awards*
*For the Fiscal Year Ended June 30, 2025*

| Federal Grantor/Pass-Through Grantor/Program or Cluster Title | Federal Assistance Listing Number | Pass-Through Entity Identifying Number | Sub-total Expenditures | Federal Expenditures |
|---|---|---|---|---|
| Federal Programs: | | | | |
| U.S. Department of Agriculture: | | | | |
| Passed through California Dept. of Education (CDE): | | | | |
| Child Nutrition Cluster: | | | | |
| School Breakfast Program - Especially Needy | 10.553 | 13526 | $ 1,659,067 | |
| National School Lunch Program | 10.555 | 13523 | 6,403,533 | |
| USDA Donated Foods | 10.555 | 13389 | 763,190 | |
| Summer Food Service Program for Children | 10.559 | 13004 | 559,618 | |
| Total Child Nutrition Cluster | | | | $ 9,385,408 |
| NSLP Equipment Assistance Grants | 10.579 | 14906 | | 8,280 |
| Passed through California Dept. of Social Services (CDSS): | | | | |
| Child and Adult Food Care Program | 10.558 | 13393 | 967,176 | |
| Cash in Lieu of Commodities | 10.558 | 13389 | 122,873 | |
| Total Child and Adult Food Care Program | | | | 1,090,049 |
| Total U.S.Department of Agriculture | | | | 10,483,737 |
| U.S. Department of Justice | | | | |
| STOP School Violence | 16.839 | N/A | | 105,247 |
| Total U.S. Department of Justice | | | | 105,247 |
| U.S. Department of Education: | | | | |
| Every Student Succeeds Act (ESSA): | | | | |
| Title I Grants to Local Educational Agencies: | | | | |
| Title I, Part A, Basic Grants Low-Income and Neglected | 84.010 | 14329 | 5,564,318 | |
| Title I, School Improvement Funding | 84.010 | 15438 | 193,880 | |
| Total Title I Grants | | | | 5,758,198 |
| Title II, Part A, Supporting Effective Instruction State Grant | 84.367 | 14341 | | 606,023 |
| Title III, Immigrant Education Program | 84.365 | 15146 | 37,786 | |
| Title III, Limited English Proficiency | 84.365 | 14346 | 854,283 | |
| Total English Language Acquisition Grants | | | | 892,069 |
| Title IV, Part A, Student Support and Academic Enrichment | 84.424 | 15396 | | 901,967 |
| Title IV, Part F, Mental Health Services Professional Demonstration Grants | 84.184X | N/A | | 398,937 |
| Passed through Ventura County SELPA: | | | | |
| Individuals with Disabilities Education Act Cluster (IDEA): | | | | |
| IDEA Basic Local Assistance Entitlement, Part B, Section 611 (Formerly PL 94-142) | 84.027 | 13379 | 3,044,208 | |
| IDEA Local Assistance, Part B, Sec 611, Private School ISPs | 84.027 | 10115 | 38,893 | |
| IDEA Preschool Grants, Part B, Section 619 (Age 3-4-5) | 84.173 | 13430 | 70,993 | |
| IDEA Mental Health Allocation Plan, Part B, Sec 611 | 84.027A | 15197 | 159,020 | |
| Total Special Education (IDEA) Cluster | | | | 3,313,114 |
| COVID-19 - Education Stabilization Fund: | | | | |
| Elementary and Secondary School Emergency Relief III (ESSER III) Fund | 84.425U | 15559 | | 50,791 |
| Total U.S.Department of Education | | | | 11,921,099 |
| Total Expenditures of Federal Awards | | | | $ 22,510,083 |

Of the Federal expenditures presented in the schedule, the District provided no Federal awards to subrecipients.

## NOTE 1 – PURPOSE OF SCHEDULES

**Schedule of Average Daily Attendance (ADA)**
Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to school districts. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

**Schedule of Instructional Time**
This schedule presents information on the number of instructional days offered by the District and whether the District complied with Article 8 (commencing with Section 46200) of Chapter 2 Part 26 of the *Education Code*.

**Schedule of Financial Trends and Analysis**
This schedule discloses the District's financial trends by displaying past years' data along with current year budget information. These financial trend disclosures are used to evaluate the District's ability to continue as a going concern for a reasonable period of time.

**Reconciliation of Annual Financial and Budget Report with Audited Financial Statements**
This schedule provides the information necessary to reconcile the fund balance of all funds reported on the Unaudited Actual financial report to the audited financial statements.

**Schedule of Expenditures of Federal Awards**
The schedule of expenditures of Federal awards includes the Federal grant activity of the District and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of the Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the financial statements. The District did not elect to use the ten percent de minimis indirect cost rate.

The following schedule provides a reconciliation between revenues reported on the Statement of Revenues, Expenditures, and Changes in Fund Balance and the related expenditures reported on the Schedule of Expenditures of Federal Awards.

| | Assistance Listing Number | Amount |
|---|---|---|
| Total Federal Revenues from the Statement of Revenues, Expenditures, and Changes in Fund Balances | | $ 23,306,985 |
| Differences between Federal Revenues and Expenditures: | | |
| Summer Food Service Program Option | 10.559 | $337,224 |
| Child and Adult Food Care Program | 10.558 | (1,134,126) |
| Total Schedule of Expenditures of Federal Awards | | $ 22,510,083 |

# *Other Information*

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## OXNARD SCHOOL DISTRICT

*Local Educational Agency Organization Structure*
*June 30, 2025*

The Oxnard School District was established in 1873, and consists of an area comprising approximately 28 square miles in the southern portion of Ventura County encompassing a portion of the City of Oxnard. The District operates twelve elementary schools (K-5), three intermediate schools (6-8), five K-8 schools, and one preschool. There were no boundary changes during the year.

### GOVERNING BOARD

| Member | Office | Term Expires |
|---|---|---|
| Mrs. Veronica Robles-Solis | President | November 2026 |
| Mr. Brian Melanephy | Clerk | November 2026 |
| Ms. Cynthia Salas | Member | November 2028 |
| Ms. Monica Madrigal Lopez | Member | November 2028 |
| Ms. Rose Gonzales | Member | November 2026 |

### DISTRICT ADMINISTRATORS

Anabolena DeGenna, Ed.D.,
*Superintendent*

Kristen Pifko,
*Assistant Superintendent, Business and Fiscal Services*

Aracely Fox, Ed.D.,
*Assistant Superintendent, Educational Services*

Scott Carroll, Ed.D.,
*Assistant Superintendent, Human Resources*

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# *Other Independent Auditors' Reports*

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# INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Trustees
Oxnard School District
Oxnard, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Oxnard School District as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated November 26, 2025.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.



Elizabeth Nigro, CPA | Jeff Nigro, CPA, CFE | Shannon Bishop, CPA | Peter Glenn, CPA, CFE | Paul J. Kaymark, CPA
Jessica Miller, CPA | Angelika Vartikyan, CPA | Jared Solmonsen, CPA

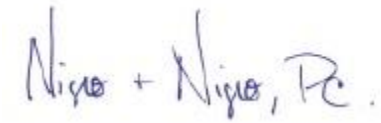
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**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Murrieta, California
November 26, 2025

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# INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Trustees
Oxnard School District
Oxnard, California

## Report on Compliance for Each Major Federal Program

***Opinion on Each Major Federal Program***

We have audited the Oxnard School District's compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the Oxnard School District's major federal programs for the year ended June 30, 2025. The Oxnard School District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Oxnard School District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2025.

***Basis for Opinion on Each Major Federal Program***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Oxnard School District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements related to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Oxnard School District's compliance with the compliance requirements referred to above.

***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Oxnard School District's federal programs.



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***Auditors' Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Oxnard School District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Oxnard School District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, Government Auditing Standards, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Oxnard School District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the Oxnard School District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Oxnard School District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

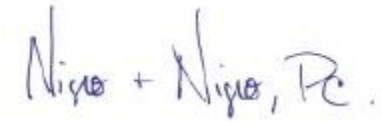
**Report on Internal Control Over Compliance**

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Murrieta, California
November 26, 2025

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**INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE AND ON INTERNAL CONTROL OVER COMPLIANCE**

Board of Trustees
Oxnard School District
Oxnard, California

**Report on Compliance**

***Qualified and Unmodified Opinions***
We have audited the Oxnard School District's (District) compliance with the requirements specified in the *2024-25 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* applicable to the District's state program requirements identified below for the year ended June 30, 2025.

***Qualified Opinion on Certain State Programs***
In our opinion, except for the noncompliance described in the Basis for Qualified and Unmodified Opinions section of our report, Oxnard School District complied in all material aspects, with the laws and regulations of the state programs noted in the table below for the year ended June 30, 2025.

***Unmodified Opinion on Each of the Other State Programs***
In our opinion, the Oxnard School District complied in all material aspects, with the laws and regulations of the other state programs noted in the table below for the year ended June 30, 2025.

***Basis for Qualified and Unmodified Opinions***
We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *2024-25 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

***Matters Giving Rise to Qualified Opinion on Certain State Programs***
As described in the accompanying schedule of findings and questioned costs, the Oxnard School District did not comply with requirements regarding Classroom Teacher Salaries, as described in finding numbers 2025-003. Compliance with such requirements is necessary, in our opinion, for the Oxnard School District to comply with the requirements applicable to that program.



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***Responsibilities of Management for Compliance***
Management is responsible for compliance with the requirements referred to above, and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Oxnard School District's state programs.

***Auditors' Responsibilities for the Audit of Compliance***
Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the *2024-25 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* will always detect a material noncompliance when it exists. The risk of not detecting a material noncompliance resulting from fraud is higher than that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of the state programs as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards* and the *2024-25 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit;
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence
- Regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we consider necessary in the circumstances;
- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the *2024-25 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, but not for the purpose of expressing an opinion on the effectiveness of the District's internal controls over compliance. Accordingly, we express no such opinion; and
- Select and test transactions and records to determine the District's compliance with the state laws and regulations applicable to the following items:

| Description | Procedures Performed |
|---|---|
| **Local Education Agencies Other Than Charter Schools:** | |
| Attendance | Yes |
| Teacher Certification and Misassignments | Yes |
| Independent Study | No* |
| Continuation Education | Not Applicable |
| Instructional Time | Yes |
| Instructional Materials | Yes |
| Ratio of Administrative Employees to Teachers | Yes |
| Classroom Teacher Salaries | Yes |
| Early Retirement Incentive | Not Applicable |
| Gann Limit Calculation | Yes |
| School Accountability Report Card | Yes |
| Juvenile Court Schools | Not Applicable |
| Middle or Early College High Schools | Not Applicable |
| K-3 Grade Span Adjustment | Yes |

| Description | Procedures Performed |
|---|---|
| **Local Education Agencies Other Than Charter Schools (cont.):** | |
| Apprenticeship: Related and Supplemental Instruction | Not Applicable |
| Comprehensive School Safety Plan | Yes |
| District of Choice | Not Applicable |
| Home to School Transportation Reimbursement | Yes |
| **School Districts, County Offices of Education, and Charter Schools:** | |
| Proposition 28 Arts and Music in Schools | Yes |
| After/Before School Education and Safety Program | Yes |
| Proper Expenditure of Education Protection Account Funds | Yes |
| Unduplicated Local Control Funding Formula Pupil Counts | Yes |
| Local Control and Accountability Plan | Yes |
| Independent Study – Course Based | Not Applicable |
| Immunizations | Yes |
| Educator Effectiveness | Yes |
| Expanded Learning Opportunities Grant (ELO-G) | Yes |
| Career Technical Education Incentive Grant | Not Applicable |
| Expanded Learning Opportunities Program | Yes |
| Kindergarten Continuance | Yes |
| **Charter Schools:** | |
| Attendance | Not Applicable |
| Mode of Instruction | Not Applicable |
| Nonclassroom-Based Instruction/Independent Study | Not Applicable |
| Determination of Funding for Nonclassroom-Based Instruction | Not Applicable |
| Annual Instructional Minutes – Classroom-Based | Not Applicable |
| Charter School Facility Grant Program | Not Applicable |

*We did not perform testing for Independent Study because the ADA was below the level that requires testing.

Areas marked as "Not Applicable" were not operated by the District.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identify in the audit.

***Other Matters***

The results of our auditing procedures disclosed instances of noncompliance, which are described in the accompanying schedule of findings and questioned costs as Findings 2025-001 and 2025-002. Our opinion on each state program is not modified with respect to these matters.

*Government Auditing Standards* requires the auditor to perform limited procedures on the District's response to the noncompliance findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The District's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

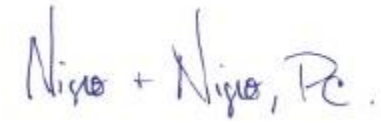
***Report on Internal Control over Compliance***

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that a material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention from those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit, we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the *2024-25 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.



Murrieta, California
November 26, 2025

# *Schedule of Findings and Questioned Costs*

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**OXNARD SCHOOL DISTRICT**
*Summary of Auditors' Results*
*For the Fiscal Year Ended June 30, 2025*

***Financial Statements***

| | |
|---|---|
| Type of auditors' report issued | Unmodified |
| Internal control over financial reporting: | |
| Material weakness(es) identified? | No |
| Significant deficiency(s) identified not considered to be material weaknesses? | None reported |
| Noncompliance material to financial statements noted? | No |

***Federal Awards***

| | |
|---|---|
| Internal control over major programs: | |
| Material weakness(es) identified? | No |
| Significant deficiency(s) identified not considered to be material weaknesses? | None reported |
| Type of auditors' report issued on compliance for major programs: | Unmodified |
| Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance Sec. 200.516(a)? | No |

Identification of major programs:

| Assistance Listing Numbers | Name of Federal Program or Cluster |
|---|---|
| 84.010 | Title I Grants to Local Educational Agencies |
| 84.424 | Title IV, Part A Student Support and Academic Enrichment Grants |

| | |
|---|---|
| Dollar threshold used to distinguish between Type A and Type B programs: | $ 750,000 |
| Auditee qualified as low-risk auditee? | Yes |

***State Awards***

| | |
|---|---|
| Type of auditors' report issued on compliance for state programs: | Qualified |

This section identifies the significant deficiencies, material weaknesses, and instances of noncompliance related to the financial statements that are required to be reported in accordance with *Government Auditing Standards.* Pursuant to Assembly Bill (AB) 3627, all audit findings must be identified as one or more of the following categories:

| Five Digit Code | AB 3627 Finding Types |
|---|---|
| 10000 | Attendance |
| 20000 | Inventory of Equipment |
| 30000 | Internal Control |
| 40000 | State Compliance |
| 42000 | Charter School Facilities Programs |
| 43000 | Apprenticeship: Related and Supplemental Instruction |
| 50000 | Federal Compliance |
| 60000 | Miscellaneous |
| 61000 | Classroom Teacher Salaries |
| 62000 | Local Control Accountability Plan |
| 70000 | Instructional Materials |
| 71000 | Teacher Misassignments |
| 72000 | School Accountability Report Card |

***There were no financial statement findings in 2024-25.***

**OXNARD SCHOOL DISTRICT**
*Federal Award Findings and Questioned Costs*
*For the Fiscal Year Ended June 30, 2025*

This section identifies the audit findings required to be reported by the Uniform Guidance, Section 200.516 (e.g., significant deficiencies, material weaknesses, and instances of noncompliance, including questioned costs).

***There were no federal award findings or questioned costs in 2024-25.***

This section identifies the audit findings pertaining to noncompliance with state program rules and regulations.

**Finding 2025-001: Local Control Accountability Plan (62000)**

**Repeat Finding? Yes.**

**Criteria:** Pursuant to EC Section 52062(b)(1), A governing board of a school district shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the local control and accountability plan or annual update to the local control and accountability plan. The agenda for the public hearing shall be posted at least 72 hours before the public hearing and shall include the location where the local control and accountability plan or annual update to the local control and accountability plan will be available for public inspection.

**Condition:** The agenda for the public hearing did not include the location where the local control and accountability plan or annual update to the local control and accountability plan will be available for public inspection.

**Context:** The exception is limited to the 2024-25 school year.

**Cause:** The District failed to include all required elements in their public hearing agenda.

**Effect:** There is no financial penalty for this finding.

**Recommendation:** We recommend that the District include the location where the local control and accountability plan or annual update to the local control and accountability plan will be available for public inspection in future public hearing agendas.

**Views of Responsible Officials:** The district acknowledges this finding. The district will ensure that the public hearing for the 2025-26 LCAP includes all required elements. The district will also review internal procedures so that future LCAP public hearings meet all mandated requirements.

**Finding 2025-002: Instructional Materials (70000)**

**Repeat Finding? No**

**Criteria**: California Education Code Section 60119 requires the District to hold a public hearing prior to making a determination through a resolution as to the sufficiency of textbooks and instructional materials. The public hearing must be held on or before the 8th week of school.

**Condition**: The District's sufficiency of instructional materials public hearing was held on October 16, 2024. This was after the 8th week of school which began on August 15, 2024. This hearing would have needed to be held on or prior to the week of October 7, 2024.

**Context:** The exception is limited to the 2024-25 school year.

**Cause:** The District failed to hold the public hearing for instructional materials on or before the 8th week of school.

**Effect:** The public hearing was not held until October 16, 2024.

**Recommendation:** We recommend that the District ensure that the instructional material public hearing is completed on or before the 8th week of school.

**Views of Responsible Officials:** The district acknowledges this finding. The district will ensure that the instructional materials public hearing is held on or before the eighth week of school in all upcoming fiscal years. The district will also strengthen internal reminders and timelines to support timely completion.

**Finding 2025-003: Classroom Teacher Salaries (61000)**

**Repeat Finding? No.**

**Criteria:** Education Code 41372 states that elementary school districts shall expend an amount equal to or greater than 60 percent of the district's current expense of education on classroom teacher salaries.

**Condition:** The District did not meet the minimum requirement, having spent only 59.31 percent on classroom compensation.

**Questioned Cost:** The District was required to spend $140,971,802 for classroom compensation during the 2024-25 fiscal year; however, they spent $139,353,043 resulting in a deficiency amount of $1,618,759. The county superintendent of schools may designate this amount from future apportionments, thereby restricting the funds pending determination of exemption.

**Cause**: The District spent a similar amount on salaries in previous years; however other spending resulted in a deficiency in achieving the required percentage.

**Context**: This affects only the 2024-25 fiscal year.

**Effect:** The District did not meet the required percentage of classroom compensation.

**Finding 2025-003: Classroom Teacher Salaries (61000) (continued)**

**Recommendation**: The District should seek a waiver from the County, and plan accordingly for future years to bring the District back into compliance.

**Views of Responsible Officials:** The district acknowledges this finding and will work to bring the district back into compliance. The district will work with the Ventura County Office of Education to submit all required documentation needed to resolve the finding.

| Original Finding No. | Finding | Code | Recommendation | Current Status |
|---|---|---|---|---|
| *Finding 2024-001: Capital Assets Reporting* | Education Code 35168 requires LEAs to maintain a historical inventory of all equipment whose current market value exceeds $500. Federal regulations also require government agencies to maintain detailed inventory records for all equipment purchased with federal funds. Furthermore, the California School Accounting Manual (CSAM) describes policies and procedures that should be adopted and implemented by LEAs in order to maintain a detailed inventory of capital assets. Finally, Governmental Accounting Standards Board (GASB) Statement No. 34 requires presentation of all capital assets at historical cost in addition to an annual allowance for depreciation in order for financial statements to be presented in accordance with accounting standards generally accepted in the United States of America.<br><br>During our review of the District's capital assets, we noted the following deficiencies:<br>• The amount of capital additions to Construction In Progress (CIP) during the fiscal year reconciles to the amounts reported for capital outlay expenditures, but there is no detailed listing of construction projects and the cumulative balance of CIP. This is especially critical since the District is investing significant costs into modernization and construction through the issuance of general obligation bonds.<br>• The detailed inventory records kept for land and site improvements do not match the amounts reported in the audit. The detailed inventory records appear to be incomplete for those two categories as a result.<br>• Furthermore, the District does not account for disposals of assets, so no disposals are reported. | 20000, 30000 | We recommend that the District hire an asset valuation company to perform a full inventory and valuation of capital assets. Additionally, we recommend that at the completion of the valuation the District design and implement controls to ensure that it has an accurate record of capital assets going forward and can properly calculate annual depreciation. | Implemented. |

## OXNARD SCHOOL DISTRICT

*Summary Schedule of Prior Audit Findings*
*For the Fiscal Year Ended June 30, 2025*

| Original Finding No. | Finding | Code | Recommendation | Current Status |
|---|---|---|---|---|
| *2024-002: After School Education and Safety (ASES)* | The After School and Safety Program (ASES) was established to serve pupils in kindergarten through grade nine. In accordance with Education Code Section 8483(a)(1), there are stringent regulations in operating and reporting attendance for the program. An early release policy documents codes to be used for early release of students from the program to allow students to be counted for the attendance day.<br><br>During our review of the sign in/out sheets for the ASES program, we noticed that 15 students were signed out early with no code. Additionally, we noted 4 students signed in/out, when marked absent on the attendance roster. | 40000 | We recommend that the school sites enforce the early release policy in 2025-26 and be more careful about marking students absent. | Implemented. |
| *2024-003: Local Control Accountability Plan (LCAP)* | Pursuant to EC Section 52062(a)(1), before the governing board of a school district considers the adoption of a local control and accountability plan or an annual update to the local control and accountability plan, the superintendent of the school district shall present the local control and accountability plan or annual update to the local control and accountability plan to the parent advisory committee established pursuant to Section 52063 for review and comment.<br><br>The District did not present the 2024-25 LCAP to the parent advisory committee. | 62000 | We recommend that the District implement procedures to ensure that future LCAPs are presented to the parent advisory committee before adoption. | Partially Implemented. See Finding 2025-001. |
| *2024-004: Attendance Accounting* | California Education Code Section 46000 states: Attendance in all schools and classes shall be recorded and kept according to regulations prescribed by the State Board of Education, subject to the provisions of this chapter. Good internal controls require the District & Charters to review its pupil attendance reporting processes and ensure that attendance policies and procedures are maintained and followed at all school sites. | 10000 | We recommend that the District revise the P2 and Annual reports when the PADC revision window opens in February 2025. Furthermore, the District should have someone review the attendance reports for accuracy prior to submitting them to the CDE. | Implemented. |

## OXNARD SCHOOL DISTRICT

*Summary Schedule of Prior Audit Findings*
*For the Fiscal Year Ended June 30, 2025*

| Original Finding No. | Finding | Code | Recommendation | Current Status |
|---|---|---|---|---|
| | During our review of ADA totals reported by the District to CDE, we that the District misreported ADA on the P-2 and Annual Report of Attendance (Line A-2) by 0.06. For grades TK/K-3, the District reported 13.90 ADA, but should have reported 13.96. | | | |

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NIGRO & NIGRO PC
A Professional Accountancy Corporation

To the Board of Trustees
Oxnard School District
Oxnard, California

In planning and performing our audit of the basic financial statements of Oxnard School District for the fiscal year ending June 30, 2025, we considered its internal control structure in order to determine our auditing procedures for the purpose of expressing our opinion on the basic financial statements and not to provide assurance on the internal control structure.

However, during our audit we noted matters that are an opportunity for strengthening internal controls and operating efficiency. The following items represent conditions noted by our audit that we consider important enough to bring to your attention. This letter does not affect our report dated November 26, 2025, on the financial statements of Oxnard School District.

***ASSOCIATED STUDENT BODY FUNDS***

***Observation*:** A number of audit exceptions were noted during our testing at Fremont Academy and Lopez Academy, as follows:

- Fremont Academy
  - Cash receipt documentation was inadequate. Three of ten cash receipts tested were not supported by appropriate and/or accurate point of sale or other documentation.
  - Four of the ten bank deposits that we tested were not deposited on a timely basis.
  - Each of the two disbursements that we tested were missing a second signature on checks and were not preapproved.

- Lopez Academy
  - Cash receipt documentation was inadequate. Two of ten cash receipts tested were not supported by appropriate and/or accurate point of sale or other documentation.
  - Seven of the ten bank deposits that we tested were not deposited on a timely basis
  - No bank activity recorded to the accounting system for the year until January and February 2025. Additionally, due to the reconciliations not being signed or dated, we were unable to verify whether bank reconciliations are being performed timely and reviewed by a second person.

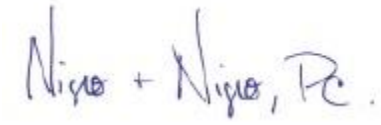


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***Recommendations:*** The schools need to implement several improvements to internal control procedures over ASB funds, including processes to maintain controls over cash receipts and disbursements.

We will review the status of the current year's comments during our next audit engagement.



Murrieta, California
November 26, 2025

# OSD BOARD AGENDA ITEM

**Name of Contributor:** Kristen Pifko **Date of Meeting:** January 14, 2026

**Agenda Section:** Section D: Action Items

**Acceptance of Measure I General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2025 (Pifko/Núñez)**

In November 2022, a general obligation bond proposition, Measure I, of the Oxnard School District was approved by the voters. Pursuant to the requirements of Proposition 39, the Board of Trustees has established a Citizens' Bond Oversight Committee. The principal purpose of the committee is to review bond expenditures, ensure that bond funds are used only for the purposes set forth in the ballot measure, and to inform the public regarding those expenditures.

Section 1(b)(3)(C) of Article XIIIA of the California Constitution requires the District to conduct an annual independent performance audit to verify that bond proceeds have been expended solely on authorized Measure I projects.

The Measure I General Obligation Bond Building Fund of the Oxnard School District Audit Report as of June 30, 2025, prepared by the independent auditing firm Nigro and Nigro PC, is hereby presented to the Board of Trustees.

**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 accept the Measure I General Obligation Bond Building Fund of Oxnard School District Audit Report as of June 30, 2025.

**ADDITIONAL MATERIALS:**

**Attached:** Measure I General Obligation Bond Building Fund Audit Report June 30, 2025 (17 pages)

# MEASURE "I" GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT

## AUDIT REPORT

**For the Fiscal Year Ended**
**June 30, 2025**

NIGRO & NIGRO PC

**MEASURE "I" GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT**

*For the Fiscal Year Ended June 30, 2025*

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# *Financial Section*

**MEASURE "I" GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT**

*Introduction and Citizens' Oversight Committee Member Listing*

*June 30, 2025*

Oxnard School District consists of three middle schools, eleven elementary schools, six K-8 schools, as well as one special education preschool campus supported by a District Office and an operations center. The District serves approximately 13,000 students.

On November 8, 2022, the voters of the Oxnard School District approved by more than 55% Measure "I", authorizing the issuance and sale of $215,000,000 of general obligation bonds. The District has issued Series A of the Election of 2022 General Obligation Bonds in the total amounts of $76,515,000. The bonds have been issued to reconstruct older middle school classrooms, modernize and construct elementary classrooms and support facilities, and to pay costs of issuance of the bonds.

The passage of Proposition 39 in November 2000 amended the California Constitution to include accountability provisions. Specifically, the District must conduct an annual independent performance audit to ensure that funds have been expended only on the specific projects listed as well as an annual, independent financial audit of the proceeds from the sale of the bonds until all of the proceeds have been expended for facilities projects.

Upon passage of Proposition 39, an accompanying piece of legislation, AB1908 (Chapter 44, Statutes of 2000), was also enacted, which amended the Education Code to establish additional procedures which must be followed if a District seeks approval of a bond Proposition pursuant to the 55% majority authorized in Proposition 39 including formation, composition and purpose of the Citizens' Bond Oversight Committee, and authorization for injunctive relief against the improper expenditure of bond revenues.

The Citizens' Bond Oversight Committee was comprised of the following members as of June 30, 2025:

| Name | Title | Representation |
|---|---|---|
| Gaylaird Christopher | Chair | Senior Citizens' Organization Representative |
| Charles McLaughlin | Vice Chair | Taxpayer Organization Representative |
| Lisa Latimer | Member | Community-at-Large Representative |
| Carlos Sepulveda | Member | Parent/Guardian Representative |
| Will Ray Jr. | Member | PTA/Parent Representative |
| Vacant | Member | Community-at-Large Representative |
| Vacant | Member | Business Organization Representative |

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# INDEPENDENT AUDITORS' REPORT

The Board of Trustees and the
Citizens' Bond Oversight Committee
Oxnard School District
Oxnard, California

## Report on the Audit of the Financial Statements

***Opinion***
We have audited the accompanying financial statements of the Measure "I" General Obligation Bond Building Fund of Oxnard Elementary School District, as of and for the fiscal year ended June 30, 2025, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Measure "I" General Obligation Bond Building Fund of Oxnard School District, as of June 30, 2025, and the respective changes in financial position for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

***Basis for Opinion***
We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and the *2024-25 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, Appendix A.* Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

***Responsibilities of Management for the Financial Statements***
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.



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***Auditors' Responsibilities for the Audit of the Financial Statements***
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

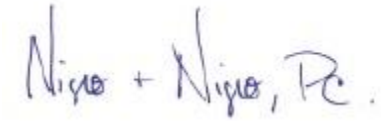
In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

**Emphasis of Matter**
As discussed in Note 1, the financial statements present only the Measure "I" General Obligation Bond Building Fund and do not purport to, and do not, present fairly the financial position of the Oxnard School District, as of June 30, 2025, the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

**Other Reporting Required by *Government Auditing Standards***
In accordance with *Government Auditing Standards,* we have also issued our report dated December 9, 2025, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



Murrieta, California
December 9, 2025

## MEASURE "I" GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT

*Balance Sheet*
*June 30, 2025*

| | Measure "I" |
|---|---|
| **ASSETS** | |
| Deposits and investments | $ 63,764,234 |
| Accounts receivable | 1,464,807 |
| **Total Assets** | $ 65,229,041 |
| **LIABILITIES AND FUND BALANCE** | |
| **Liabilities** | |
| Accounts payable | $ 2,719,984 |
| **Fund Balance** | |
| Restricted for capital projects | 62,509,057 |
| **Total Liabilities and Fund Balance** | $ 65,229,041 |

## MEASURE "I" GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT

*Statement of Revenues, Expenditures, and Changes in Fund Balance*
*For the Fiscal Year Ended June 30, 2025*

| | Measure "I" |
|---|---|
| **REVENUES** | |
| Interest earnings | $ 3,063,595 |
| Net increase in FMV of investments | 482,989 |
| **Total Revenues** | 3,546,584 |
| **EXPENDITURES** | |
| Current: | |
| Materials and supplies | 236,300 |
| Services and other expenditures | 23,856 |
| Capital outlay | 11,107,257 |
| **Total Expenditures** | 11,367,413 |
| Excess of Revenues over Expenditures | (7,820,829) |
| Fund Balance, July 1, 2024 | 70,329,886 |
| Fund Balance, June 30, 2025 | $ 62,509,057 |

## NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

### A. Reporting Entity

On November 8, 2022, the District voters authorized $215,000,000 in General Obligation Bonds (Measure "I") for the purpose of financing the modernization and construction for school facilities within the District. The measure required a minimum 55% vote for passage. In response, an advisory committee to the District's Governing Board and Superintendent, the Citizens' Bond Oversight Committee, was established. The Committee's oversight goals include ensuring compliance with conditions of Measure "I".

The Bond proceeds are accounted for in the District's Building Fund (215), where they are expended for the approved projects. The statements presented are for the individual Measure "I" General Obligation Bond Building Fund and are not intended to be a complete presentation of the District's financial position or results of operations.

### B. Basis of Accounting

The Measure "I" General Obligation Bond Building Fund is a governmental fund reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The District considers all revenues reported in the governmental funds to be available if the revenues are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. Capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and financing from capital leases are reported as other financing sources.

### C. Encumbrances

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30.

### D. Fund Balances

The fund balance for governmental funds is reported in classifications based on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

**Nonspendable**: Fund balance is reported as nonspendable when the resources cannot be spent because they are either in a nonspendable form or legally or contractually required to be maintained intact. Resources in nonspendable form include inventories and prepaid assets.

**Restricted**: Fund balance is reported as restricted when the constraints placed on the use of resources are either externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or imposed by law through constitutional provision or by enabling legislation.

**Committed**: The District's highest decision-making level of authority rests with the District's Board. Fund balance is reported as committed when the Board passes a resolution that places specified constraints on how resources may be used. The Board can modify or rescind a commitment of resources through passage of a new resolution.

**Assigned**: Resources that are constrained by the District's intent to use them for a specific purpose, but are neither restricted nor committed, are reported as assigned fund balance. Intent may be expressed by either the Board, committees (such as budget or finance), or officials to which the Board has delegated authority.

**NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)**

**D. Fund Balances (continued)**

**Unassigned**: Unassigned fund balance represents fund balance that has not been restricted, committed, or assigned and may be utilized by the District for any purpose. When expenditures are incurred, and both restricted and unrestricted resources are available, it is the District's policy to use restricted resources first, then unrestricted resources in the order of committed, assigned, and then unassigned, as they are needed.

**E. Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

**NOTE 2 – DEPOSITS AND INVESTMENTS**

**Pooled Funds**

In accordance with Education Code Section 41001, the District maintains all of its cash from the bond proceeds in the County Treasury. The County pools and invests the cash. These pooled funds are carried at cost which approximates fair value. Interest earned is deposited annually to participating funds. Any investment losses are proportionately shared by all funds in the pool.

Because the District's deposits are maintained in a recognized pooled investment fund under the care of a third party and the District's share of the pool does not consist of specific, identifiable investment securities owned by the District, no disclosure of the individual deposits and investments or related custodial credit risk classifications is required.

In accordance with applicable state laws, the County Treasurer may invest in derivative securities with the State of California. However, at June 30, 2025, the County Treasurer has represented that the Pooled Investment Fund contained no derivatives or other investments with similar risk profiles.

**Fair Value Measurements**

The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value. The following provides a summary of the hierarchy used to measure fair value:

Level 1 – Quoted prices in active markets for identical assets that the District has the ability to access at the measurement date. Level 1 assets may include debt and equity securities that are traded in an active exchange market and that are highly liquid and are actively traded in over-the-counter markets.

Level 2 – Observable inputs other than Level 1 prices such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, such as interest rates and curves observable at commonly quoted intervals, implied volatilities, and credit spreads. For financial reporting purposes, if an asset has a specified term, a Level 2 input is required to be observable for substantially the full term of the asset.

## NOTE 2 – DEPOSITS AND INVESTMENTS (continued)

### Fair Value Measurements (continued)

Uncategorized – Investments in the Ventura County Treasury Investment Pool are not measured using the input levels above because the District's transactions are based on a stable net asset value per share. All contributions and redemptions are transacted at $1.00 net asset value per share.

| | | | Maturity | | |
|---|---|---|---|---|---|
| | Rating | Reported Amount | Less Than One Year | One Year Through Five Years | Fair Value Measurement |
| Investment maturities: | | | | | |
| Ventura County Investment Pool | N/A | $ 63,764,234 | $ 63,764,234 | $ - | Uncategorized |

## NOTE 3 – ACCOUNTS RECEIVABLE

The total accounts receivable at June 30, 2025, in the amount of $1,464,806, represents amounts due from the Ventura County Treasurer for interest earnings for the quarters ended March 31, 2025, and June 30, 2025.

## NOTE 4 – MEASURE "I" GENERAL OBLIGATION BONDS

The District has issued one series from the Measure "I" Election of 2022. The bonds are general obligations of the District. The County is obligated to levy ad valorem taxes upon all property within the District for the payment of interest on and principal of the bonds. The County records the collection of taxes and payments of bond principal and interest in a separate fund, which is not reported here. The bonds were issued to finance the acquisition, construction, and modernization of school facilities and to pay costs of the issuance of the bonds.

Measure "I" Bonds issued and outstanding as of June 30, 2025, are as follows:

| Bond | Issue Date | Maturity Date | Interest Rate | Original Issue | Balance, July 1, 2024 | Additions | Deductions | Balance, June 30, 2025 |
|---|---|---|---|---|---|---|---|---|
| Series A | 3/30/2023 | 8/1/2053 | 4.0 to 5.0% | $ 76,515,000 | $ 76,515,000 | $ - | $ - | $ 76,515,000 |

The requirements to amortize outstanding Measure "I" general obligation bonds are as follows:

| Fiscal Year | Principal | Interest | Total |
|---|---|---|---|
| 2025-2026 | $ 930,000 | $ 3,337,106 | $ 4,267,106 |
| 2026-2027 | 1,480,000 | 3,276,856 | 4,756,856 |
| 2027-2028 | 1,765,000 | 3,195,731 | 4,960,731 |
| 2028-2029 | - | 3,151,606 | 3,151,606 |
| 2029-2030 | - | 3,151,606 | 3,151,606 |
| 2030-2035 | 2,560,000 | 15,498,781 | 18,058,781 |
| 2035-2040 | 6,645,000 | 14,400,406 | 21,045,406 |
| 2040-2045 | 13,430,000 | 12,069,781 | 25,499,781 |
| 2045-2050 | 22,730,000 | 8,203,494 | 30,933,494 |
| 2050-2054 | 26,975,000 | 2,409,347 | 29,384,347 |
| Totals | $ 76,515,000 | $ 68,694,714 | $ 145,209,714 |

## NOTE 5 – COMMITMENTS AND CONTINGENCIES

**Construction Commitments**
As of June 30, 2025, the District had commitments with respect to unfinished capital projects of approximately $25.6 million to be paid with Measure "I" funds.

## NOTE 6 – CITIZEN'S OVERSIGHT COMMITTEE

Education Code Section 15282(a) states that the Citizens' Oversight Committee must consist of at least seven members and must be comprised of the following members: one member shall be active in a business organization representing the business community located within the district, one member shall be active in a senior citizens' organization, one member shall be active in a bona fide taxpayers' organization, one member shall be the parent or guardian of a child enrolled in the district, and one member shall be both a parent or guardian of a child enrolled in the district and active in a parent-teacher organization, such as the Parent Teacher Association or school site council. The Committee has only five members and lacks representation from a member of a business organization and a member of the community-at-large. As a result, the committee does not have all the required representation. The District is actively seeking to fill these positions.

# *Other Independent Auditors' Reports*

NIGRO & NIGRO PC
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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

The Board of Trustees and the
Citizens' Bond Oversight Committee
Oxnard School District
Oxnard, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Measure "I" General Obligation Bond Building Fund of Oxnard School District, as of and for the year ended June 30, 2025, and the related notes to the financial statements, and have issued our report thereon dated December 9, 2025.

**Report on Internal Control Over Financial Reporting**
In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.



Elizabeth Nigro, CPA | Jeff Nigro, CPA, CFE | Shannon Bishop, CPA | Peter Glenn, CPA, CFE | Paul J. Kaymark, CPA
Jessica Miller, CPA | Angelika Vartikyan, CPA | Jared Solmonsen, CPA

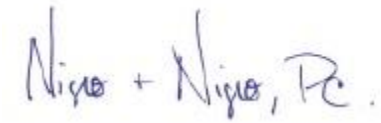
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**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Murrieta, California
December 9, 2025

NIGRO & NIGRO PC

A Professional Accountancy Corporation

## INDEPENDENT AUDITORS' REPORT ON PERFORMANCE

The Board of Trustees and the
Citizens' Bond Oversight Committee
Oxnard School District
Oxnard, California

We have conducted a performance audit of the Oxnard School District (the "District"), Measure "I" General Obligation Bond funds for the fiscal year ended June 30, 2025.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

**Objectives**
Our audit was limited to the objectives listed below which include determining the compliance with the performance requirements as referred to in Proposition 39 and outlined in Article XIIIA, Section 1(b)(3)(C) of the California Constitution and Appendix A contained in the *2024-25 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* issued by the California Education Audit Appeals Panel. Management is responsible for the District compliance with those requirements.

- The expenditures charged to the Oxnard School District Building Fund are documented.
- Expenditures charged to the Building Fund have been made in accordance with the bond project list approved by the voters through the approval of Measure "I".
- Any discrepancies or weaknesses in internal controls are noted and recommendations for improvement are provided.
- The District Board and the Citizens' Bond Oversight Committee are provided with a performance audit report as required under the requirements of the California Constitution and Proposition 39.

**Scope of the Audit**
The scope of our performance audit covered the fiscal period from July 1, 2024 to June 30, 2025. The expenditures tested included all object and project codes associated with the bond projects. Expenditures incurred subsequent to June 30, 2025 were not reviewed or included within the scope of our audit or in this report.

In planning and conducting our performance audit, we obtained an understanding of the District's internal control in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39 and outlined in Article XIIIA, Section 1(b)(3)(C) of the California Constitution but not for the purpose of expressing an opinion of the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.



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**Procedures Performed**
We obtained the general ledger and the project expenditure reports prepared by the District for the fiscal year ended June 30, 2025 for the Measure "I" General Obligation Bond Building Fund. Within the fiscal year audited, we obtained the actual invoices and other supporting documentation for expenditures to ensure compliance with the requirements of Proposition 39 and Measure "I" with regards to the approved bond projects list. We performed the following procedures:

To meet our objectives, audit tests were performed and included, but were not limited to the following:

- We verified that bond funds were deposited in the District's name and invested in accordance with applicable legal requirements.

- We tested approximately $6.9 million (61%) in bond fund invoices paid, which is a combination of expenditures paid in 2024-25 and payments on liabilities accrued as of June 30, 2025, and paid in 2025-26. This includes testing payments for validity, allowability, and accuracy. Expenditures sampled in our test included payments made to subcontractors and other vendors.

- We reviewed the approved project listing as set out in the Measure "I" election documents.

- We selected a sample of expenditures for the fiscal year ended June 30, 2025, and reviewed supporting documentation to ensure that such funds were properly expended on the authorized bond projects.

- We visited a construction site at Rose Avenue Elementary to ensure that expenditures made corresponded with the actual work performed at the site.

- We verified that funds from the Building Fund were expended for the construction, reconstruction, acquisition, furnishing and equipping of District facilities constituting the authorized bond projects, and we verified that funds held in the Building Fund were not used for salaries of school administrators or other operating expenses of the District.

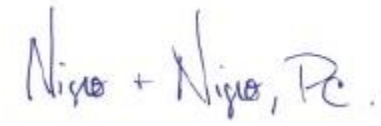
- We reviewed a sample of projects to ensure that proper bidding procedures were followed pursuant to Public Contract Code Section 20111.

- We verified that the District did not exceed change order limitations in excess of 10% pursuant to the Public Contract Code.

Our audit of compliance made for the purpose set forth in the preceding paragraph would not necessarily disclose all instances of noncompliance.

The results of our procedures indicated that, in all significant respects, the District complied with the compliance requirements for the Measure "I" General Obligation Bond proceeds listed and tested above.

This report is intended for the information of the Board of Trustees, management and the Citizens' Bond Oversight Committee; however, this report is a matter of public record.



Murrieta, California
December 9, 2025

# OSD BOARD AGENDA ITEM

**Name of Contributor:** Dr. Anabolena DeGenna **Date of Meeting:** January 14, 2026

**Agenda Section:** Section D: Action Items

**Approval of Oxnard School District Governance Handbook (Robles-Solis/DeGenna)**

The Board of Trustees and Superintendent collaborated to formalize the creation of a framework for effective governance that involves ongoing discussions about unity of purpose, roles, commitment to norms, and coming to agreement on protocols/formal structures that will enable the governance team to perform its responsibilities in a way that best benefits all children. The Oxnard School District Governance Handbook is presented herewith for the Board's consideration.

**FISCAL IMPACT:**
N/A

**RECOMMENDATION:**
It is the recommendation of the Board President and the Superintendent that the Board of Trustees approve the Oxnard School District Governance Handbook, as presented.

**ADDITIONAL MATERIALS:**

**Attached:** Final Draft Governance Handbook (18 pages)

# Oxnard School District
# Governance Handbook
# December 17, 2025

**Board of Trustees**

Veronica Robles-Solis, President

Brian Melanephy, Clerk

Monica Madrigal Lopez, Member

Rose Gonzales, Member

Cynthia Salas, Member

**Superintendent**

Dr. Anabolena DeGenna

*This handbook reflects the governance team's work on creation of a framework for effective governance. This involves ongoing discussions about unity of purpose, roles, commitment to norms and coming to agreement on protocols/formal structures that will enable the governance team to perform its responsibilities in a way that best benefits all children.*

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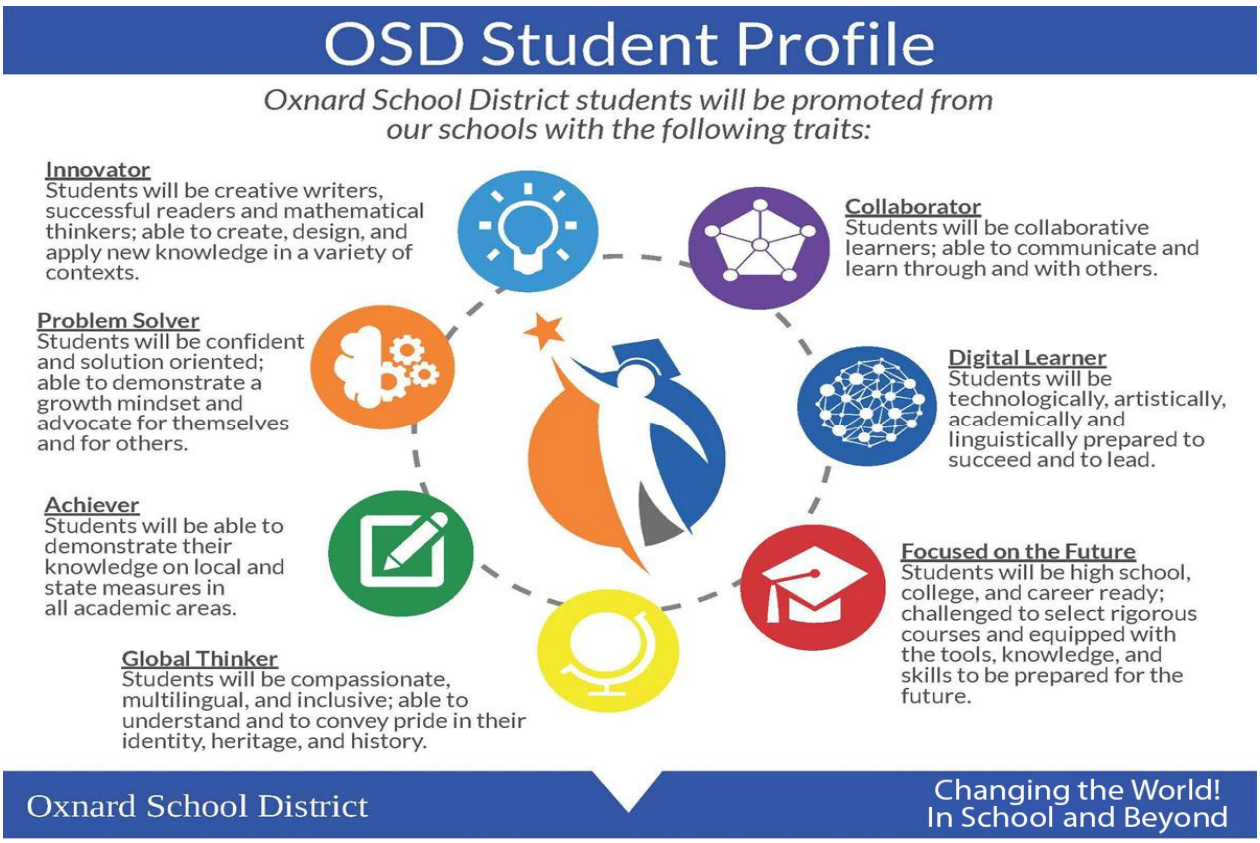
# Vision

Changing the World!
Inspired, Accomplished, Multilingual Global Citizens – In School and Beyond.
In the 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.



# Effective Governance

Effective governance in the Oxnard School District is built on the collaborative leadership and shared accountability of the board, superintendent, staff, students, and families working together to shape equitable, compassionate, and culturally responsive policies, agendas, and priorities through inclusive engagement and sharing of all voices while making informed decisions that equitably serve every student.

# Governance Team Unity of Purpose

Unity of Purpose is a common focus, overarching goals, and the values and beliefs that the governance team members share about children, the district, and public education that help them transcend their individual differences to fulfill a greater purpose.

Unity of Purpose reflects our shared leadership and collective responsibility as we act as one team, board, superintendent, staff, students, and families working collaboratively for the success and well-being of every learner. Our unity is grounded in trust, compassion, and our ongoing commitment. to Diversity, Equity, and Inclusion.

**Unity of Purpose:**

- Our shared purpose is to have the best learning environment for all students, including quality programs and facilities
- Fostering an environment of trust with the students, staff, families, and community
- Understanding our collective responsibilities
- Maintaining a common focus so that we are not a distraction to the district or community but a catalyst for the focused efforts of employees
- For the community to be able to see evidence of this focused direction
- Partnering with the staff to impact positive change
- Continue to align the work of the governance team with the annual goals we develop

# Governance Role and Responsibilities

The role of the Trustees is to ensure school districts are responsive to the values, beliefs, and priorities of their communities. Boards fulfill this role by performing five major responsibilities. These are setting direction; establishing an effective and efficient structure; providing support; ensuring accountability; and providing community leadership as advocates for children, the school district, and public schools.

These five responsibilities represent core functions that are so fundamental to a school system's accountability to the public that they can only be performed by an elected governing body. Authority is granted to the board as a whole, not each member individually. Therefore, Board Members fulfill these responsibilities by working together as a governance team with the superintendent to make decisions that will best serve all the students in the community.

The Board carries out these responsibilities in each of the following job areas:

Setting the District's Direction

Student Learning and Achievement

Finance

Facilities

Human Resources

Policy

Judicial Review

Collective Bargaining

Community Relations and Advocacy

The Superintendent supports the Board in carrying out its responsibilities in each of the job areas and leads the staff toward the accomplishment of the agreed-upon district vision and goals. It is important to remember that boards that inadvertently get involved in staff functions undercut their ability to hold the superintendent accountable for the results of those efforts.

# Performing Governance Responsibilities

**Set the Direction for the Community's Schools**

- Focus on student learning, safety, and wellbeing
- Assess needs and obtain baseline data
- Generate, review, or revise setting direction documents (beliefs, vision, priorities, strategic goals, success indicators)
- Ensure an appropriate inclusive process is used
- Ensure these documents are the driving force for all district efforts

**Establish an Effective and Efficient Structure for the School District**

- Employ and support the superintendent
- Establish a human resources framework that includes policies for hiring and evaluating other personnel
- Oversee the development of and adopt policies
- Set a direction for and adopt the curriculum, and require data-producing assessment systems
- Establish budget priorities, adopt the budget, and oversee facilities issues
- Provide direction for and vote to accept collective bargaining agreements

**Provide Support Through Our Behavior and Actions**

- Act with professional demeanor that models the District's beliefs and vision
- Make decisions and provide resources that support mutually agreed upon priorities and goals
- Uphold board-approved district policies and support staff implementation of board direction
- Ensure a positive work relationship exists between the board and superintendent.
- Be knowledgeable enough about district efforts to explain them to the public

**Ensure Accountability to the Public**

- Evaluate the superintendent
- Monitor, review, and revise policies
- Serve as a judicial and appeals body
- Monitor student achievement and program effectiveness and request program changes as indicated
- Monitor and request adjustments to district finances and periodically review facilities issues
- Monitor the collective bargaining process

**Function as Community Leaders**

- Speak with a common voice about district priorities, goals, and issues
- Engage and involve the community in district schools and activities
- Communicate clear information about policies, programs, and the fiscal condition of the district
- Educate the community and the media about the issues facing students, the district, and public education
- Advocate for children, district programs, and public education to the general public, key community members, and local, state, and national leaders

# Positive Governance Team Culture

Culture is the positive or negative atmosphere created by the way people in an organization treat each other. Teams have unwritten (implicit) or written (explicit) agreements about how they will behave with each other and others. These behavioral ground rules, often called norms, enable teams to build and maintain a positive culture or shift a negative one.

Because the community elects school board members to set and monitor the direction of the school district, and the district superintendent translates all efforts into action, it is vital that the board and superintendent have a respectful and productive working relationship based on trust and open communication.

# Meeting Guidelines

**We agree to:**

- Focus on students' best interests
- Do not take disagreements personally
- Be respectful to one another at all times
- Make a commitment to effective deliberation, respectfully listen while others express their point of view
- Make a commitment to open communication, honesty
- Communicate questions and concerns in advance, as much as possible, i.e., no surprises
- Commit the time necessary to govern effectively
- Be collaborative
- Maintain confidentiality
- Look upon history as lessons learned; focus on the present and the future

# Governance Team Norms

**Background**

A strong Board/Superintendent Partnership gives direction, stability, and confidence to the staff and community. Where this exists, morale is high, people work effectively and efficiently, and most importantly, good things happen for **students.** A strong relationship is based on having a common vision, developing trust, shared accountability, demonstrating sensitivity and caring, and being motivated to develop the skills and knowledge necessary to work successfully together.

**Norms**

- We operate within our respective roles and responsibilities in order to facilitate the efficient and effective running of the district.

- We recognize that each Board Member brings unique experiences, values, and beliefs to the table, and that we must work with each other and the Superintendent to ensure that a high-quality education is provided to all students.

    - We view the Superintendent as a key player on the Governance Team, understand his/her role and responsibilities, respect their expertise, and seek his/her professional advice on all board business.

    - We maintain open and honest two-way communication with each other in order to develop a strong Board/Superintendent relationship.

    - We provide direction so that staff present sufficient, appropriate, specific information that supports the board's ability to make rational, thoughtful, responsible decisions on behalf of students and the community.

    - We take collective responsibility for the success of our Governance Team and are willing to respectfully discuss personal concerns or issues with other individuals on the team if necessary.

    - We work to understand other team members' concerns, perspectives, and interests.

    - As a governance team, we seek to understand the perspective of all staff, students, and community members.

    - We assume positive intent with one another.

    - We support each other and demonstrate mutual respect and understanding for our respective responsibilities and time constraints, recognizing that the superintendent is doing their best to treat every board member equally.

    - We focus our time and energy on important issues, not pettiness or politics.

# Governance Team Protocols

## Background

The commitment of the Board of Trustees is to establish the most effective and efficient working relationship possible for the governance team. In addition to guiding our work, the protocols we set will be communicated broadly to staff and community so everyone can devote their energies to focusing on our students. The Board of Trustees is the educational policy-making body for the district. To effectively meet the district's challenges, the Board and Superintendent must function together as a leadership team. To ensure unity among team members, effective operating procedures or protocols must be in place. There are general protocols and those that are specific to the Board and to the Superintendent.

## General – The Board of Trustees and Superintendent:

1. We will keep **learning** and **achievement** for each and every student as the primary focus.

2. We will operate openly with trust and integrity.

3. We will govern in a dignified and professional manner, treating everyone with civility, dignity, and respect, while honoring the right to disagree with each other.

4. We will keep confidential matters confidential, and we will uphold the legal requirement for confidentiality on all matters arising from Board Meeting Closed Sessions. Upon being sworn in, all Board members will participate in Brown Act Training.

5. We will discuss public matters in publicly noticed board meetings.

6. We will focus on policy making, planning, and evaluation for student success.

7. We will ensure opportunities for and respect the diverse range of views in the community to inform Board deliberations and evaluate the district's performance.

8. We will communicate the common vision and annual measurable goals within a designated timeline.

9. We will share information received at trainings and conferences with all members of the board.

**Board Members:**

1. We will act with dignity and understand the implications of demeanor and behavior.

2. We will recognize and respect differences of perspective, style, and opinion on the Board and among staff, students, parents, and the community.

3. We will understand authority rests with the Board as a whole and not with individuals. We recognize decisions are made only at properly scheduled board meetings.

4. As an individual Board Member, we will not make or appear to make a decision that should be made by the entire Board.

5. We will support decisions of the majority after honoring the right of individual members to express opposing viewpoints and to vote their convictions.

6. We will attend regularly scheduled board meetings unless a situation occurs that makes attendance impossible; cooperate in scheduling special meetings and/or work sessions for planning and training purposes.

7. We understand the distinctions between Board and staff roles, and refrain from performing management functions that are the responsibility of the Superintendent and staff.

8. We understand the Superintendent's role to make personnel recommendations and changes in consultation with the Board.

9. We will participate in establishing annual expectations and goals for the Superintendent and objectively evaluate the Superintendent's performance and provide appropriate feedback.

10. We will evaluate our own effectiveness annually in conjunction with the Superintendent's evaluation; we will also review our own protocols annually.

11. We will communicate directly with the Superintendent whenever a staff member, student, parent, or community member raises a question or concern. We will also inform, encourage, and support the process of following proper communication channels.

12. We will contact the Board President and the Superintendent whenever contacted by the media.

13. We will communicate directly with the Superintendent prior to board meetings to address questions and/or concerns about agenda items; honor the "no surprises" rule with the Superintendent and fellow Board Members.

14. At regularly scheduled board meetings, individual Board Members will provide updates to fellow Board Members and the public regarding information gained from committee assignments.

15. We will communicate one-on-one with the Superintendent when an individual concern arises and will not allow a matter to remain unresolved. This includes discussing "hearsay" from others.

16. We will cast a vote on all matters except when a conflict of interest arises. In that situation, a board member should consider abstaining from the vote.

17. We will participate in professional development and commit the time and energy necessary to be prepared for board meetings in order to be an informed and effective member/leader.

18. We will submit requests for adding agenda items to the Superintendent, in writing, at least two weeks before the scheduled meeting date. The Superintendent and Board President will decide if the request is within the subject matter jurisdiction of the Board. Items will be discussed under the "Future Agenda Items" agenda item during Board meetings. If the item is determined to be under the subject matter jurisdiction of the Board, the Superintendent will work with staff to determine the appropriate time to bring the item forth on a future agenda.

**Superintendent:**

1. I will work toward creating a team with the Board dedicated to students.

2. I will respect and acknowledge the Board's role in setting policy and overseeing the performance of the Superintendent.

3. I will work with the Board to establish a clear vision for the School District.

4. I will respect the distinction between Board and staff roles and support the role of the Board as the representative of the community.

5. I will accept leadership, responsibility, ownership, and be accountable for implementing the vision, goals, and policies of the district and the direction of the Board.

6. I will provide data (i.e., success indicators, benchmarks, and milestones) to Board Members to inform decisions and assess progress on annual goals.

7. I will make personnel recommendations and changes in consultation with the Board.

8. I will communicate with Board Members promptly and effectively in periodic reports.

9. I will inform the Board prior to critical information becoming public and apprise all Board Members in a timely manner of any major incident or issue that they may be called upon to answer or explain, as the law allows.

10. I will distribute information fully and equally to all Board Members.

11. I will distribute the board agenda in a timely fashion and with enough time for the Board to study and clarify information prior to scheduled meetings.

12. I will never bring a matter to a public meeting that is a surprise to a Board Member or Cabinet Member.

13. I will respond to requests for additional information through a Board update, special report, board agenda items, or as a board workshop.

14. I will present major decisions initially as a discussion item and then place them on a future board agenda for action.

15. I will treat all Board Members professionally.

16. I will communicate with individual Board Members to determine if concerns exist prior to a possible problem developing and respect the right to disagree with each other.

17. I will respect the direction provided by the Board during meetings.

## Concerns from the Public and Staff

**Principles:** Trustees should be responsive to the community and be active and empathetic listeners. It is important for members of the governance team to be consistent in their responses to staff and the community. Trustees need to stay within their function and not attempt to personally "fix" the problem. There are staff members whose job it is to remedy or deal with student and staff situations. Students and staff members have due process and confidentiality rights that cannot be violated. The School Board is potentially the "Court of Last Resort," and members who have been too involved early in the situation may not be able to participate in a final hearing.

**Protocols:**

- When someone voices a concern, we will actively listen, remembering we are only hearing one side of the story, and then we will direct that person to the staff member in the district most appropriate and able to help them resolve their concern(s).

- We will make sure they understand the appropriate steps on whom to contact (teacher, then principal, then district staff) and are aware of any formal forms or policies that might assist them (e.g., written complaint form).

- Every concern should be treated fairly, equally, and expeditiously, and the processes and procedures of the district should be upheld.

- No board member has individual authority to fix a problem.

- As a representative of the public, it is important that the Board Member invite the person with the concern to ultimately get back to him/her if the issue is not resolved.

## Individual Board Member Requests for Action

All Trustees are equal under the law, and authority rests with the board as a whole, not with individual Members of the Board. Direction is given to the Superintendent only at board meetings through actions taken by the Board. Individual Board Members are not "consultants" to either the Superintendent or other members of the district staff.

## Visiting Schools

**Principles:** Visiting schools reminds Board Members that the students and learning are our primary focus. We can observe programs that are moving us toward the achievement of our goals and can show appreciation and recognize people for the good work that they are doing. Each Board Member should have the opportunity to get to know each of the school sites and have a range of experiences with each school. The Board respects the busy schedule of staff and the anxiety that can be created by well-meaning, but unannounced, visits to schools and/or committee meetings. It is important to follow a consistent process that is respectful of both staff and board members' time.

**Protocols:**

- Board Member visits to school sites are encouraged.

- As a professional courtesy, trustees will call the principal ahead of time to arrange the visit.

- Trustees will also be cautious about encroaching on the learning environment. To assist in this matter, the Superintendent will ensure Principals and Teachers know that a teacher does not need to interrupt his/her lesson when a Board Member visits a classroom.

## Bringing Up New Ideas or Agenda Items

**Principles:** Trustees should have the opportunity to bring up new ideas or subjects of interest for future board meeting agendas and must understand the process in order to do so. Creating a clearly defined process develops consistency, maintains trust, and provides a process to think through issues that might have merit. Staff focus, energy, and time, as well as other district resources, must

be focused on achieving the agreed-upon district vision, goals, and objectives and should not be diluted by new projects or the interests of individual board Members. The Board as a whole makes the determination of whether or not items of individual interest are added to a future agenda. We must honor the intent of the Brown Act and provide opportunities for members of the staff and public to inform and hear board deliberations on all agenda items if they choose to do so.

**Protocol:**

- A Trustee's first step will always be to discuss the new topic or idea with the Superintendent.

- Individual Trustees may bring up a new idea or request a future agenda item by explanation during "Future Agenda Items" at the conclusion of the meeting.

    - The Board President will ask the Superintendent for any comments on the item.
    - A majority of board Members need to concur to place a new item on a future agenda.

All new ideas or agenda item topics will be weighed against their effect on the staff's ability to accomplish the district's vision and goals.

- Consideration will include:

    - The impact of the new agenda item or topic on agreed-upon district priorities and goals

    - The shift of staff time and energy away from their primary responsibilities relative to achieving district goals

    - The reallocation of district resources away from agreed-upon district priorities and goals

    - Board majority as to direction

# Annual Board Organizational Meeting

Pursuant to Education Code Section 35143, the Governing Board of each School District must hold its Annual Organizational Meeting for whatever year in December, starting the first Friday of the month of a 15-day period accordingly.

The date and time of the Annual Organizational Meeting must be selected by the Board no later than at its regular meeting held immediately prior to the first day of the 15-day period. However, the Board also has the discretionary authority to set the date and time of this meeting at any prior regular meeting as well. The Secretary/Clerk of the Board shall then notify the County Superintendent of Schools of the date and time selected using the Annual Organizational Meeting Notification form provided by VCOE.

The appropriate procedures of a regular board meeting are as follows:

1) Nomination of the President of the Board
   - The sitting President opens the nominations for President
   - One or more nominations are offered by Board Members
   - The sitting President closes the nominations for the office of President
   - The Board will vote individually, by "Roll Call", for their choice for President
   - If more than one person is nominated, the individual receiving the most votes is elected to the position
   - The sitting President announces the Board Member elected to the office of President

2) Nomination of the Clerk of the Board
   - The (sitting or newly elected) President opens the nomination for Clerk of the Board
   - One or more nominations are offered by Board Members
   - The (sitting or newly elected) President closes the nominations for the office of Clerk
   - The Board will vote individually, by "Roll Call", for their choice for Clerk
   - If more than one person is nominated, the individual receiving the most votes is elected to the position
   - The (sitting or newly elected) President announces the Board Member elected to the office of Clerk

3) In the case where there is only one nomination for President and/or Clerk, the President may ask for a motion and a second to cast a unanimous ballot for the position(s).

4) The newly elected Board President will call for a short recess to allow a reception and/or reseating of the Trustees.

5) The newly elected Board President will seat the other Trustees for the coming year as follows:
   - President
   - Clerk of the Board
   - The President will determine seating order for the remaining Trustees or seat them according to longevity of service on the Board.

The undersigned members of the Oxnard School District Governance Team hereby commit to the governance principles established in this handbook. We have reviewed and agree to uphold the norms, protocols, and bylaws to ensure responsible and effective leadership. The Board will renew this commitment annually and it is intended to support a collaborative and productive environment for the benefit of our students and the community.

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

Affirmed on this 17th day of December 2025
By the Oxnard School District Governance Team

**Board Adopted Date: December 17, 2025**

# OSD BOARD AGENDA ITEM

**Name of Contributor:** Dr. Scott Carroll **Date of Meeting:** January 14, 2026

**Agenda Section:** Section F: Board Policies, First Reading

**First Reading: Revisions to AR 4112.5 / 4212.5 / 4312.5 and New Exhibits – Criminal Record Check (Carroll)**

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In response to recent legislative changes and guidance from the California School Boards Association (CSBA), staff recommends review of **Administrative Regulations and Exhibits AR/E 4112.5 / 4212.5 / 4312.5 – Criminal Record Check**.

Key highlights of the proposed updates include the following:

- **Incorporation of New Statutory Language:** Recent changes in state law have been integrated into the administrative regulations and are clearly indicated in **red underline** for ease of review.
- **Removal of Outdated Provisions:** Superseded or obsolete language has been removed from the administrative regulations. All deletions are shown in **red strikethrough formatting**.
- **New Exhibits:** New exhibits have been developed to support and clarify implementation of the criminal record check requirements.
- **Clarity and Consistency:** Language has been updated to improve clarity and ensure consistency across certificated, classified, and management employee groups.

The administrative regulations and **new exhibits** are being presented for **first reading**. They will be brought back to the Board for **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 **Administrative Regulations and new Exhibits AR/E 4112.5 / 4212.5 / 4312.5 – Criminal Record Check** for **first reading**, as presented.

**ADDITIONAL MATERIALS:**

**Attached:** AR 4112.5,4212.5,4312.5_Criminal Record Check (8 pages)
Exhibit 4112.54212.5,4312.5-E(1)_ Criminal Record Check (5 pages)

## Regulation 4112.5/4212.5/4312.5: Criminal Record Check

**Status:** ADOPTED

**Original Adopted Date:** 10/01/1998 | **Last Revised Date: 02/04/2026 | Last Reviewed Date: 02/04/2026**

~~Applicants for Employment~~

~~The Superintendent or designee shall ensure that each person to be employed submits fingerprints, either electronically through the Live Scan system or on fingerprint identification cards, for processing by the Department of Justice. If the district is using the Live Scan system, the Superintendent or designee shall also provide the applicant with a Live Scan request form and a list of nearby Live Scan locations.~~

~~The Superintendent or designee shall ensure that no person is hired in a position requiring certification qualifications or supervising positions requiring certification qualifications~~

The Superintendent or designee shall not hire or retain in employment, in a certificated or classified position, a person who has been convicted of a violent or serious felony as ~~listed~~defined in Penal Code 667.5(c) or 1192.7(c), ~~unless that person has obtained a certificate of rehabilitation and a pardon.~~ a controlled substance offense as defined in Education Code 44011, or a sex offense as defined in Education Code 44010. However, the Superintendent or designee shall not deny or terminate employment solely on the basis that the person has been: (Education Code 44830.1~~),~~ 44836, 45122.1, 45123)

~~Temporary Certificate of Clearance~~

1. ~~Before issuing a temporary certificate of clearance to an applicant whose credential is being processed,~~ Convicted of a violent or serious felony, controlled substance offense, or sex offense, and the ~~Superintendent or designee shall obtain a criminal record summary from the Department of Justice.~~ conviction is reversed and the person is acquitted of the offense in a new trial or the charges against the person are dismissed, unless the sex offense for which the conviction is dismissed pursuant to Penal Code 1203.4 involves a victim who was a minor

2. Convicted of a violent or serious felony and has obtained a certificate of rehabilitation or a pardon

3. Convicted of a serious felony, that is not also a violent felony, and has proven to the sentencing court that rehabilitation for purposes of school employment has been attained for at least one year

4. Convicted of a controlled substance offense and is applying for or is employed in a certificated position and has a credential issued by the Commission on Teacher Credentialing

5. Convicted of a controlled substance offense and is applying for or is employed in a classified position and has been determined by the Governing Board, from the evidence presented, to have been rehabilitated for at least five years

A certificated employee may be hired by the district without obtaining a criminal record summary if that employee is employed as a certificated employee in another California school district and became a permanent employee of another California school district as of October 1, 1997. (Education Code 44830.1, 44836)

The Superintendent or designee shall not issue a temporary certificate of clearance ~~if the applicant~~ to a person whose application for a credential, certificate, or permit is being processed by the Commission on Teacher Credentialing if that person has been convicted of a violent or serious felony. ~~(~~, unless the person is otherwise exempt pursuant to Education Code 44332~~,~~.6 or 44830.1. (Education Code 44332.5, 44332.6)

**Pre-Employment Record Check**

The Superintendent or designee shall require each person to be employed by the district to submit fingerprints electronically through the Live Scan system so that a criminal record check may be conducted by the Department of Justice (DOJ). The Superintendent or designee shall provide the applicant with a Live Scan request form and a list of nearby Live Scan locations.

When a person is applying for a classified position, the Superintendent or designee shall request that the DOJ also obtain a criminal record check through the Federal Bureau of Investigation whenever the applicant meets one of the following conditions: (Education Code 45125)

~~**Subsequent Arrest Notification**~~

~~The Superintendent or designee shall request subsequent arrest notification from the Department of Justice as provided under Penal Code 11105.2. (Education Code 44830.1)~~

~~**Current Employees**~~

~~The Superintendent or designee shall not retain in employment any current certificated employee who is a temporary employee, substitute employee or probationary employee serving before March 15 of the employee's second probationary year if he/she has been convicted of a violent or serious felony. (Education Code 44830.1)~~

~~Upon notification by the Department of Justice of such conviction, the Superintendent or designee shall immediately place that employee on leave without pay. (Education Code 44830.1)~~

~~When the district receives written electronic notification of the fact of conviction from the Department of Justice, the Superintendent or designee shall terminate that employee without regard to any other procedure for termination specified in the Education Code or district procedures, unless that employee has received a certificate of rehabilitation and a pardon. (Education Code 44830.1)~~

~~If the employee challenges the Department of Justice record and the Department of Justice withdraws in writing its notification, the Superintendent or designee shall immediately reinstate that employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement. (Education Code 44830.1)~~

1. -The applicant has not resided in California for at least one year immediately preceding the application for employment.

2. The applicant has resided in California for more than one year, but less than seven years, and the DOJ has ascertained that the person was convicted of a sex offense where the victim was a minor or a drug offense where an element of the offense is either the distribution to or the use of a controlled substance by a minor.

The Superintendent or designee shall immediately notify the DOJ when an applicant who has submitted fingerprints to the DOJ is not subsequently employed by the district. (Penal Code 11105.2)

**Subsequent Arrest Notification**

The Superintendent or designee shall enter into a contract with the DOJ to receive notification of subsequent arrests resulting in conviction of any person whose fingerprints have been submitted to the DOJ. (Education Code 44830.1, 45125; Penal Code 11105.2)

Upon telephone or email notification by the DOJ that a current temporary employee, substitute employee, or probationary employee serving before March 15 of the employee's second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay. (Education Code 44830.1, 45122.1)

When the district receives written electronic notification by the DOJ of the fact of conviction, the temporary employee, substitute employee, or probationary employee serving before March 15 of the employee's second probationary year shall be terminated automatically unless the employee challenges the DOJ record and the DOJ withdraws its notification in writing. Upon receipt of the written withdrawal of notification by the DOJ, the Superintendent or designee shall immediately reinstate the employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement if the employee is still employed by the district. (Education Code 44830.1, 45122.1)

The Superintendent or designee shall immediately notify the DOJ whenever a person whose fingerprints are maintained by the DOJ is terminated. (Penal Code 11105.2)

**Notification of Applicant/Employee**

The Superintendent or designee shall expeditiously furnish a copy of any DOJ notification to the applicant or employee to whom it relates if the information is a basis for an adverse employment decision. The copy shall be delivered in person or to the last contact information provided by the applicant or employee. (Penal Code 11105, 11105.2)

**Maintenance of Records**

The Superintendent shall designate at least one custodian of records who shall be responsible for the security, storage, dissemination, and destruction of all Criminal Offender Record Information (CORI) furnished to the district and shall serve as the primary contact for the DOJ for any related issues. (Penal Code 11102.2)

An employee designated as custodian of records shall receive a criminal background check clearance from the DOJ prior to serving in that capacity. (Penal Code 11102.2)

The custodian of records shall sign and return to the DOJ the Employee Statement Form acknowledging an understanding of the laws prohibiting misuse of CORI. In addition, the custodian of records shall ensure that any individual with access to CORI has on file a signed Employee Statement Form.

To ensure its confidentiality, CORI shall be accessible only to the custodian of records and shall be kept in a locked file separate from other files. CORI shall be used only for the purpose for which it is requested and its contents shall not be disclosed or reproduced. (Education Code 44830.1, 45125)

Once a hiring determination is made, the applicant's CORI shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)

The Superintendent or designee shall immediately notify the DOJ whenever a designated custodian of records ceases to serve in that capacity. (Penal Code 11102.2)

**Interagency Agreement**

Subject to an interagency agreement with other school districts, the district shall submit and receive CORI on behalf of all participating districts. (Education Code 44830.2, 45125.01)

Upon receipt from the DOJ of a report of conviction of a serious or violent felony, the district shall communicate that fact to participating districts and shall remove the affected employee from the common list of persons eligible for employment. (Education Code 44830.2, 45125.01)

In addition, upon receipt from the DOJ of a criminal history record or report of subsequent arrest for any person on a common list of persons eligible for employment, the district shall give notice to the superintendent of any participating district, or the person designated in writing by that superintendent, that the report is available for inspection on a confidential basis by the superintendent or the authorized designee. The report shall be made available at the district office for 30 days following the receipt of the notice. (Education Code 44830.2, 45125.01)

The district shall not release a copy of that information to any participating district or any other person. In addition, the district shall retain or dispose of the information in the manner specified in law and in this administrative regulation after all participating districts have had an opportunity to inspect it in accordance with law. (Education Code 44830.2, 45125.01)

The district shall maintain a record of all persons to whom the information has been shown and shall make this record available to the DOJ. (Education Code 44830.2, 45125.01)

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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 |
|---|---|
| 11 CCR 701-708 | Criminal offender record information |
| 11 CCR 720-724 | Incomplete criminal history information |
| 11 CCR 994-994.15 | Certification of individuals who take fingerprint impressions |
| Ed. Code 44010 | Sex offense; definitions |
| Ed. Code 44011 | Controlled substance offense |
| Ed. Code 44332-44332.6 | Temporary certificate of clearance |
| Ed. Code 44346.1 | Applicants for credential; conviction of a violent or serious felony |
| Ed. Code 44830.1 | Criminal record summary; certificated employees |
| Ed. Code 44830.2 | Certificated employees; interagency agreement for sharing criminal record information |
| Ed. Code 44836 | Employment of certificated persons convicted of sex offense or controlled substance offense |
| Ed. Code 44932 | Grounds for dismissal of permanent employees |
| Ed. Code 45122.1 | Classified employees; conviction of a violent or serious felony |
| Ed. Code 45125 | Use of personal identification cards to ascertain conviction of crime |
| Ed. Code 45125.01 | Interagency agreements for criminal record information |
| Ed. Code 45125.5 | Automated records check |
| Ed. Code 45126 | Duty of Department of Justice to furnish information |
| Ed. Code 49024 | Activity Supervisor Clearance Certificate |
| Gov. Code 12954 | Employment discrimination; cannabis use |
| H&S Code 11350 | Offenses Involving Controlled Substances Formerly Classified as Narcotics |
| H&S Code 11377 | Offenses Involving Controlled Substances Formerly Classified as Restricted Dangerous Drugs |
| Pen. Code 11075-11081 | Criminal record dissemination |
| Pen. Code 11102.2 | Maintenance of criminal offender records; custodian of records |
| Pen. Code 11105 | Access to criminal history information |

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| Pen. Code 11105.2 | Subsequent arrest notification |
| Pen. Code 11105.3 | Record of conviction involving sex crimes, drug crimes or crimes of violence |
| Pen. Code 11140-11144 | Furnishing of state criminal history information |
| Pen. Code 1192.7 | Plea bargaining limitation |
| Pen. Code 1203.4 | Dismissal of conviction |
| Pen. Code 1203.425 | Conviction relief |
| Pen. Code 13300-13305 | Local summary criminal history information |
| Pen. Code 667.5 | Prior prison terms; enhancement of prison terms |

| **Management Resources** | **Description** |
|---|---|
| Court Decision | Central Valley Chapter of the 7th Step Foundation Inc. v. Evelle J. Younger (1989) 214 Cal. App. 3d 145 |
| Website | CSBA District and County Office of Education Legal Services |
| Website | Office of the Attorney General, Department of Justice, Background Checks |
| Website | CSBA |

**Cross References**

| **Code** | **Description** |
|---|---|
| 1240 | Volunteer Assistance |
| 1240 | Volunteer Assistance |
| 1340 | Access To District Records |
| 1340 | Access To District Records |
| 2120 | Superintendent Recruitment And Selection |
| 3515.3 | District Police/Security Department |
| 3515.3 | District Police/Security Department |
| 3542 | School Bus Drivers |
| 3580 | District Records |
| 3580 | District Records |
| 4112 | Appointment And Conditions Of Employment |
| 4112.2 | Certification |

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| 4112.2 | Certification |
| 4112.6 | Personnel Files |
| 4112.9 | Employee Notifications |
| 4112.9 | Employee Notifications |
| 4116 | Probationary/Permanent Status |
| 4116 | Probationary/Permanent Status |
| 4118 | Dismissal/Suspension/Disciplinary Action |
| 4118 | Dismissal/Suspension/Disciplinary Action |
| 4119.23 | Unauthorized Release Of Confidential/Privileged Information |
| 4121 | Temporary/Substitute Personnel |
| 4121 | Temporary/Substitute Personnel |
| 4127 | Temporary Athletic Team Coaches |
| 4127 | Temporary Athletic Team Coaches |
| 4200 | Classified Personnel |
| 4200 | Classified Personnel |
| 4212 | Appointment And Conditions Of Employment |
| 4212.6 | Personnel Files |
| 4212.9 | Employee Notifications |
| 4212.9 | Employee Notifications |
| 4218 | Dismissal/Suspension/Disciplinary Action |
| 4218 | Dismissal/Suspension/Disciplinary Action |
| 4218.1 | Dismissal/Suspension/Disciplinary Action (Merit System) |
| 4219.23 | Unauthorized Release Of Confidential/Privileged Information |
| 4227 | Temporary Athletic Team Coaches |
| 4227 | Temporary Athletic Team Coaches |
| 4312.6 | Personnel Files |
| 4312.9 | Employee Notifications |
| 4312.9 | Employee Notifications |

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|---|---|
| 4319.23 | Unauthorized Release Of Confidential/Privileged Information |
| 4327 | Temporary Athletic Team Coaches |
| 4327 | Temporary Athletic Team Coaches |
| 5148 | Child Care And Development |
| 5148 | Child Care And Development |
| 5148.2 | Before/After School Programs |
| 5148.2 | Before/After School Programs |
| 5148.3 | Preschool/Early Childhood Education |
| 5148.3 | Preschool/Early Childhood Education |
| 6145 | Extracurricular And Cocurricular Activities |
| 6145 | Extracurricular And Cocurricular Activities |
| 9011 | Disclosure Of Confidential/Privileged Information |

## Exhibit 4112.5/4212.5/4312.5-E(1): Criminal Record Check

**Status: NEW**

**Original Adopted Date: 02/04/2026 | Last Revised Date: 02/04/2026 | Last Reviewed Date: 02/04/2026**

### EMPLOYEE STATEMENT FORM
### USE OF CRIMINAL JUSTICE INFORMATION

As an employee/volunteer of the **Oxnard School District**, you may have access to confidential criminal record information which is controlled by state and federal statutes. Misuse of such information may adversely affect the individual's civil rights and violate constitutional rights of privacy. Penal Code 502 prescribes the penalties relating to computer crimes. Penal Code 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be disseminated. Penal Code 11140-11144 and 13301-13305 prescribe penalties for misuse of criminal history information. Government Code 6200 prescribes felony penalties for misuse of public records. Penal Code 11142 and 13300 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."

Civil Code 1798.53, Invasion of Privacy, states:

"Any person who intentionally discloses information, not otherwise public, which they know or should reasonably know was obtained from personal or confidential information maintained by a state agency or from records within a system of records maintained by a federal government agency, shall be subject to a civil action, for invasion of privacy, by the individual."

CIVIL, CRIMINAL, AND ADMINISTRATIVE PENALTIES:

- Penal Code 11141: DOJ furnishing to unauthorized person (misdemeanor)
- Penal Code 11142: Authorized person furnishing to other (misdemeanor)
- Penal Code 11143: Unauthorized person in possession (misdemeanor)
- California Constitution, Article I, Section 1 (Right to Privacy)
- Civil Code 1798.53, Invasion of Privacy
- Title 18 USC 641, 1030, 1951, and 1952

Any employee who is responsible for such misuse may be subject to immediate dismissal. Violations of this law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF CRIMINAL

RECORD INFORMATION.

Signature _____ Date _____

Printed Name _____ Title _____

Name of District _____

PLEASE NOTE: Do not return this form to the DOJ. Your Custodian of Records should maintain these forms.

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| Ed. Code 44332-44332.6 | Temporary certificate of clearance |
| Ed. Code 44346.1 | Applicants for credential; conviction of a violent or serious felony |
| Ed. Code 44830.1 | Criminal record summary; certificated employees |
| Ed. Code 44830.2 | Certificated employees; interagency agreement for sharing criminal record information |
| Ed. Code 44836 | Employment of certificated persons convicted of sex offense or controlled substance offense |
| Ed. Code 44932 | Grounds for dismissal of permanent employees |
| Ed. Code 45122.1 | Classified employees; conviction of a violent or serious felony |
| Ed. Code 45125 | Use of personal identification cards to ascertain conviction of crime |
| Ed. Code 45125.01 | Interagency agreements for criminal record information |
| Ed. Code 45125.5 | Automated records check |

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|---|---|
| Ed. Code 45126 | Duty of Department of Justice to furnish information |
| Ed. Code 49024 | Activity Supervisor Clearance Certificate |
| Gov. Code 12954 | Employment discrimination; cannabis use |
| H&S Code 11350 | Offenses Involving Controlled Substances Formerly Classified as Narcotics |
| H&S Code 11377 | Offenses Involving Controlled Substances Formerly Classified as Restricted Dangerous Drugs |
| Pen. Code 11075-11081 | Criminal record dissemination |
| Pen. Code 11102.2 | Maintenance of criminal offender records; custodian of records |
| Pen. Code 11105 | Access to criminal history information |
| Pen. Code 11105.2 | Subsequent arrest notification |
| Pen. Code 11105.3 | Record of conviction involving sex crimes, drug crimes or crimes of violence |
| Pen. Code 11140-11144 | Furnishing of state criminal history information |
| Pen. Code 1192.7 | Plea bargaining limitation |
| Pen. Code 1203.4 | Dismissal of conviction |
| Pen. Code 1203.425 | Conviction relief |
| Pen. Code 13300-13305 | Local summary criminal history information |
| Pen. Code 667.5 | Prior prison terms; enhancement of prison terms |

| **Management Resources** | **Description** |
|---|---|
| Court Decision | Central Valley Chapter of the 7th Step Foundation Inc. v. Evelle J. Younger (1989) 214 Cal. App. 3d 145 |
| Website | CSBA District and County Office of Education Legal Services |
| Website | Office of the Attorney General, Department of Justice, Background Checks |
| Website | CSBA |

**Cross References**

| **Code** | **Description** |
|---|---|
| 1240 | Volunteer Assistance |
| 1240 | Volunteer Assistance |

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|---|---|
| 1340 | Access To District Records |
| 1340 | Access To District Records |
| 2120 | Superintendent Recruitment And Selection |
| 3515.3 | District Police/Security Department |
| 3515.3 | District Police/Security Department |
| 3542 | School Bus Drivers |
| 3580 | District Records |
| 3580 | District Records |
| 4112 | Appointment And Conditions Of Employment |
| 4112.2 | Certification |
| 4112.2 | Certification |
| 4112.6 | Personnel Files |
| 4112.9 | Employee Notifications |
| 4112.9 | Employee Notifications |
| 4116 | Probationary/Permanent Status |
| 4116 | Probationary/Permanent Status |
| 4118 | Dismissal/Suspension/Disciplinary Action |
| 4118 | Dismissal/Suspension/Disciplinary Action |
| 4119.23 | Unauthorized Release Of Confidential/Privileged Information |
| 4121 | Temporary/Substitute Personnel |
| 4121 | Temporary/Substitute Personnel |
| 4127 | Temporary Athletic Team Coaches |
| 4127 | Temporary Athletic Team Coaches |
| 4200 | Classified Personnel |
| 4200 | Classified Personnel |
| 4212 | Appointment And Conditions Of Employment |
| 4212.6 | Personnel Files |
| 4212.9 | Employee Notifications |
| 4212.9 | Employee Notifications |

| | |
|---|---|
| 4218 | Dismissal/Suspension/Disciplinary Action |
| 4218 | Dismissal/Suspension/Disciplinary Action |
| 4218.1 | Dismissal/Suspension/Disciplinary Action (Merit System) |
| 4219.23 | Unauthorized Release Of Confidential/Privileged Information |
| 4227 | Temporary Athletic Team Coaches |
| 4227 | Temporary Athletic Team Coaches |
| 4312.6 | Personnel Files |
| 4312.9 | Employee Notifications |
| 4312.9 | Employee Notifications |
| 4319.23 | Unauthorized Release Of Confidential/Privileged Information |
| 4327 | Temporary Athletic Team Coaches |
| 4327 | Temporary Athletic Team Coaches |
| 5148 | Child Care And Development |
| 5148 | Child Care And Development |
| 5148.2 | Before/After School Programs |
| 5148.2 | Before/After School Programs |
| 5148.3 | Preschool/Early Childhood Education |
| 5148.3 | Preschool/Early Childhood Education |
| 6145 | Extracurricular And Cocurricular Activities |
| 6145 | Extracurricular And Cocurricular Activities |
| 9011 | Disclosure Of Confidential/Privileged Information |

# OSD BOARD AGENDA ITEM

**Name of Contributor:** Dr. Scott Carroll **Date of Meeting:** January 14, 2026

**Agenda Section:** Section F: Board Policies, First Reading

**First Reading: Revisions to BP 4140 / BP 4240 and New BP 4340 – Bargaining Units (Carroll)**

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In response to recent legislative changes and guidance from the California School Boards Association (CSBA), staff recommends review of proposed revisions to **Board Policies 4140 and 4240**, as well as adoption of a **new Board Policy 4340 – Bargaining Units**.

The proposed updates are intended to ensure compliance with current law, align district policy with CSBA recommendations, and improve clarity and consistency across employee groups. The new policy establishes clear language regarding bargaining units applicable to management and confidential employees.

Key highlights of the proposed updates include the following:

- **Incorporation of New Statutory Language:** Recent changes in state law have been incorporated into the revised and new policies. New language is indicated in **red underline** for ease of review.
- **Removal of Outdated Provisions:** Superseded or obsolete language has been removed from existing policies. All deletions are shown in **red strikethrough formatting**.
- **New Board Policy: BP 4340 – Bargaining Units** has been developed to provide clarity and consistency regarding bargaining unit structure and representation.
- **Clarity and Consistency:** Policy language has been updated to improve readability and ensure consistent application across certificated, classified, and management employee groups.

These Board Policies are presented for **first reading** and will be brought back to the Board for **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 BP 4140/4240/4340: Bargaining Units for first reading, as presented.

**ADDITIONAL MATERIALS:**

**Attached:** BP 4140_4240 Bargaining Units (9 pages)
BP 4340_ Bargaining Units (8 pages)

## Policy 4140/4240: Bargaining Units

**Status:** ADOPTED

**Original Adopted Date:** 11/01/2011 **| Last Revised Date:** 02/04/2026 **| Last Reviewed Date:** 02/04/2026

The Governing Board ~~of Trustees~~ recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative ~~to represent~~for the employees in the ~~employees'~~employees' employment relationship with the district. The Board is committed to negotiating in good faith with ~~recognized employee organizations~~the exclusive representative and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons, insignia, or other ~~items~~pictorial or written messages that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

**Formation of Bargaining Units**

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of certificated or classified supervisory employees may only be recognized if the bargaining unit includes all certificated or classified supervisory employees, respectively, and is not represented by ~~an~~the same employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, ~~such employees~~employees who serve in a management, senior management, or confidential position may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. ~~An~~However, an employee organization representing management, senior management, or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. ~~(~~ (Education Code 45100.5, Government Code 3543.4)

*Management employee* means ~~any~~an employee ~~who has~~in a position having significant responsibilities for formulating district policies or administering district programs~~, and whose position is designated as a management position by the Board.~~ . (Government Code 3540.1)

*Confidential employee* means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

**Membership**

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization.~~ (Government Code 3543.5, 3550)~~

~~**Access to New Employee Orientations**~~

~~The district shall permit employee organizations access to new employee orientation or onboarding process where newly hired employees~~ (Government Code 3543.5, 3550, 3551.5)

**District Communications to Employees**

The Superintendent or designee may communicate with district employees regarding their rights to join and/or support or to refrain from joining or supporting an officially recognized employee organization. Such communications shall be factual and accurate and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

The district may disseminate written documents, recorded messages, or other mass communications to actual or perspective employees represented by an exclusive representative concerning their rights to join and/or support, or refrain from joining and/or supporting, an employee organization only after the Superintendent or designee meets and confers with the exclusive representative concerning the content of the mass communication. If the district and exclusive representative do not come to agreement on the content of the mass communication and the district still chooses to disseminate it, the Superintendent or designee shall request that the exclusive representative provide a communication of reasonable length to the district that shall be disseminated to the employees at the same time as the district's own mass communication. (Government Code 3556)

**Access to New Employee Orientations**

The district shall permit each exclusive representative access to new employee orientation or onboarding process where newly hired employees represented by the exclusive representative are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide ~~employee organizations~~the exclusive representative at least 10 days' notice in advance of

an orientation, except that a shorter notice may be provided ~~if~~where there is an ~~unforeseeable,~~ urgent need critical to the district's ~~operation prevents the required 10 days' notice.~~ operations that was not reasonably foreseeable. (Government Code ~~3555.5,~~ 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, ~~matters related to~~the structure, time, and manner of access to the new employee orientation shall be subject to compulsory interest arbitration. The district and ~~employee organization~~the exclusive representative may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The arbitrator's decision ~~of the arbitrator~~ shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, ~~in addition to above provisions regarding new employee orientations,~~unless the district ~~shall ensure~~and the ~~following: (Government Code 3556)~~

~~1. When an inperson new employee orientation~~ exclusive representative have agreed otherwise, when the district has not ~~been~~ conducted an in-person orientation within 30 days of hiring ~~any~~a new employee ~~who is working in person~~, the Superintendent or designee shall permit the exclusive representative to schedule an ~~inperson~~in-person meeting ~~which newly hired employees shall have an opportunity to attend, at the employee's worksite and~~ during employment hours~~. Each newly hired employee within the bargaining unit~~ at the new employee's worksite, during which the new employee shall have the opportunity to attend and shall be ~~provided at least 30 minutes of paid time to attend~~relieved of other duties for the purpose of attending the meeting. ~~–~~

~~Upon the request of an exclusive representative scheduling such an inperson meeting, the Superintendent or designee~~The district shall provide ~~an~~ appropriate ~~on-site meeting~~ space at the worksite within seven calendar days of receiving a request from the exclusive ~~representative's request.~~

~~2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an~~ representative. (Government Code 3556, 3557)

During this meeting, the exclusive representative ~~may schedule multiple meetings~~shall be permitted to ~~ensure that newly hired~~communicate directly with the new employees ~~have an opportunity~~for up to ~~attend without exceeding the maximum allowable number~~30 minutes of ~~people.~~

paid time. (Government Code 3556)

**Access to Employee Contact Information**

The Superintendent or designee shall provide an exclusive representative with the name, job title,

department, work location, telephone numbers (work, home, and personal cell phone), ~~personal email address(es)~~of all employees represented by the exclusive representative on file with the district~~, and home address of any newly hired~~. An employee's personal email address shall only be disclosed if it used by the employee ~~in the bargaining unit,~~to conduct district business.

Such information shall be provided within 30 days of hire or by the first pay period of the month following hire~~.~~, for all new employees represented by the exclusive representative, unless the exclusive representative has agreed to a different interval for the provision of the information. ~~In addition~~Additionally, the Superintendent or designee shall provide the exclusive representative with the same information ~~in regard to~~for all employees ~~in the bargaining unit at least~~represented by the exclusive representative every 120 days, unless more frequent ~~or detailed lists are~~disclosure is required by agreement with the exclusive representative. (Government Code 3558, ~~6254.3~~7928.300)

However, the Superintendent or designee shall not disclose ~~the~~: (Government Code 3558, 6205-6210, 6215-6216, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions~~, nor disclose the~~

2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code ~~6207 or~~ 6205-6210 and 6215-16

~~1.~~3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of ~~any~~an employee ~~who provides~~not performing law enforcement related functions if the employee has submitted a written request ~~that~~to the district to keep such information ~~not be disclosed to the exclusive representative. Following receipt of a written request~~private. In such instances, the ~~district~~ Superintendent or designee shall also remove the employee's home address, home telephone number, and personal cell phone ~~numbers, and personal email address~~number from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

~~(Government Code 3558, 6207, 6254.3)~~

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

~~At least, at the beginning of each school year, the~~
The Superintendent or designee shall review the list of contact information for district employees ~~to ensure that~~at the ~~list is complete and contains accurate information~~beginning of each school year, or more often as appropriate.

**Communications with Employees by Employee Organizations**

Subject to reasonable regulation by the district, employee organizations ~~may~~shall have access, at reasonable times, to the work areas ~~in which~~of employees ~~work and may use~~ represented by the employee organization and to district facilities ~~at reasonable times~~ for the purpose of

~~meetings. Subject to reasonable regulation~~meeting with employees represented by the employee organization. Access may be limited in instances where it would be disruptive to district operations. (Government Code 3543.1)

Additionally, subject to reasonable regulation by the district, employee organizations ~~may also~~shall have the ability to use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees~~.~~ represented by the employee organization. (Government Code 3543.1)

~~Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.~~

**Membership Dues or Other Payments to an Employee Organization**

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount ~~which~~that has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

~~An~~
When an employee organization ~~that certifies~~has certified to the district that it has and will maintain individual employee authorizations ~~shall handle and process employee written authorizations~~ for payroll deductions~~. When an employee organization provides such a certification to the district~~, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and ~~from which~~the employees~~. The~~ to whom they apply and shall not handle or process employee written authorizations for the employees represented by such employee organization~~ shall not be required to submit to the~~. The district also shall not require a copy of the written authorization ~~in order for the payroll deductions to be effective. However,~~to be submitted by the employee organization, except when there is a dispute about the existence or terms of the written authorization~~, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization.~~. (Education Code 45060, 45168)

~~When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)~~

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization that represents the employee rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information

from the employee organization. (Education Code 45060, 45168)

When an employee organization has declined to certify that it will handle and process written authorizations from employee(s) represented by the employee organization and makes a request for payroll deductions, the district shall request a copy of the written authorization for an employee before making the payroll deductions for that employee. (Education Code 45060, 45168)

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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 |
|---|---|
| 8 CCR 33015-33490 | Recognition of exclusive representative; proceedings |
| 8 CCR 33700-33710 | Severance of established unit |
| Ed. Code 45060-45061.5 | Deduction of fees from salary or wage payment; certificated employees |
| Ed. Code 45100.5 | Senior classified management positions |
| Ed. Code 45104.5 | Abolishment of senior classified management positions |
| Ed. Code 45108.5 | Definition of senior classified management employees |
| Ed. Code 45108.7 | Waiver of provisions of Education Code 45108.5 |
| Ed. Code 45168 | Deduction of fees from salary or wage payment; classified employees |
| Ed. Code 45220-45320 | Merit system; classified employees |
| Gov. Code 3500-3511 | Local public employee organizations |
| Gov. Code 3507.7 | Representation of temporary employees |
| Gov. Code 3540-3549.3 | Educational Employment Relations Act |
| Gov. Code 3540.1 | Public employment; definitions |
| Gov. Code 3543.4 | Management and confidential positions; representation |
| Gov. Code 3545 | Appropriateness of unit; basis |
| Gov. Code 3550-3552 | Prohibition on public employers deterring or discouraging union membership |
| Gov. Code 3555-3559 | Public employee communication, information and orientation |
| Gov. Code 53260-53264 | Employment contracts |

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|---|---|
| Gov. Code 6205-6210 | Confidentiality of addresses for victims of domestic violence, sexual assault, stalking, or child abduction |
| Gov. Code 6215-6216 | Address confidentiality for individuals who face threats or violence because of work for a public entity |
| Gov. Code 6503.5 | Joint powers agencies; agreement |
| Gov. Code 7928.300 | Disclosure of employee contact information to employee organization |

| **Management Resources** | **Description** |
|---|---|
| Court Decision | County of Los Angeles v. Los Angeles County Employee Relations Commission (2013) 56 Cal. 4th 905 |
| Court Decision | Friedrichs v. California Teachers Association, et al. (2016) 136 S.Ct. 1083 |
| Court Decision | Janus v. American Federation of State, County and Municipal Employees, Council 31 (2018) 138 S.Ct. 2448 |
| Public Employment Relations Board Ruling | Regents of the University of California (2004) PERB Dec. No. 1700-H. |
| Public Employment Relations Board Ruling | Desert Community College District (2007) PERB Dec. No. 1921 |
| Public Employment Relations Board Ruling | East Whittier School District (2004) PERB Dec. No. 1727 |
| Public Employment Relations Board Ruling | City of Sacramento (2019) PERB Dec. No. 2702 |
| Website | CSBA District and County Office of Education Legal Services |
| Website | California Federation of Teachers |
| Website | California Public Employment Relations Board |
| Website | California School Employees Association |
| Website | California Teachers Association |
| Website | Association of California School Administrators |
| Website | CSBA |

**Cross References**

| **Code** | **Description** |
|---|---|
| 0450 | Comprehensive Safety Plan |

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|---|---|
| 0450 | Comprehensive Safety Plan |
| 0460 | Local Control And Accountability Plan |
| 0460 | Local Control And Accountability Plan |
| 1340 | Access To District Records |
| 1340 | Access To District Records |
| 1431 | Waivers |
| 4113 | Assignment |
| 4113 | Assignment |
| 4115 | Evaluation/Supervision |
| 4115 | Evaluation/Supervision |
| 4119.1 | Civil And Legal Rights |
| 4119.25 | Political Activities Of Employees |
| 4119.25 | Political Activities Of Employees |
| 4121 | Temporary/Substitute Personnel |
| 4121 | Temporary/Substitute Personnel |
| 4141 | Collective Bargaining Agreement |
| 4143 | Negotiations/Consultation |
| 4151 | Employee Compensation |
| 4154 | Health And Welfare Benefits |
| 4154 | Health And Welfare Benefits |
| 4158 | Employee Security |
| 4158 | Employee Security |
| 4161.2 | Personal Leaves |
| 4219.1 | Civil And Legal Rights |
| 4219.25 | Political Activities Of Employees |
| 4219.25 | Political Activities Of Employees |
| 4241 | Collective Bargaining Agreement |
| 4243 | Negotiations/Consultation |
| 4251 | Employee Compensation |
| 4254 | Health And Welfare Benefits |

| | |
|---|---|
| 4254 | Health And Welfare Benefits |
| 4261.2 | Personal Leaves |
| 4300 | Administrative And Supervisory Personnel |
| 4300 | Administrative And Supervisory Personnel |
| 4301 | Administrative Staff Organization |
| 4312.1 | Contracts |
| 4315 | Evaluation/Supervision |
| 4319.1 | Civil And Legal Rights |
| 4319.25 | Political Activities Of Employees |
| 4319.25 | Political Activities Of Employees |
| 4351 | Employee Compensation |
| 4354 | Health And Welfare Benefits |
| 4354 | Health And Welfare Benefits |
| 4361.2 | Personal Leaves |
| 9000 | Role Of The Board |
| 9321 | Closed Session |
| 9321 | Closed Session |
| 9321 | Closed Session |

# Policy 4340: Bargaining Units

Status: NEW

Original Adopted Date: 02/04/2026 | Last Revised Date: 02/04/2026 | Last Reviewed Date: 02/04/2026

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative for the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with the exclusive representative and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons, insignia, or other pictorial or written messages that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

## Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of certificated or classified supervisory employees may only be recognized if the bargaining unit includes all certificated or classified supervisory employees, respectively, and is not represented by the same employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, employees who serve in a management, senior management, or confidential position may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. However, an employee organization representing management, senior management, or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Education Code 45100.5, Government Code 3543.4)

*Management employee* means an employee in a position having significant responsibilities for

formulating district policies or administering district programs. (Government Code 3540.1)

*Confidential employee* means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

**Membership**

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

**District Communications to Employees**

The Superintendent or designee may communicate with district employees regarding their rights to join and/or support or to refrain from joining or supporting an officially recognized employee organization. Such communications shall be factual and accurate and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

The district may disseminate written documents, recorded messages, or other mass communications to actual or perspective employees represented by an exclusive representative concerning their rights to join and/or support, or refrain from joining and/or supporting, an employee organization only after the Superintendent or designee meets and confers with the exclusive representative concerning the content of the mass communication. If the district and exclusive representative do not come to agreement on the content of the mass communication and the district still chooses to disseminate it, the Superintendent or designee shall request that the exclusive representative provide a communication of reasonable length to the district that shall be disseminated to the employees at the same time as the district's own mass communication. (Government Code 3556)

**Access to New Employee Orientations**

The district shall permit each exclusive representative access to new employee orientation or onboarding process where newly hired employees represented by the exclusive representative are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide the exclusive representative at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided where there is an urgent need critical to the district's operations that was not reasonably foreseeable. (Government Code 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, the structure,

time, and manner of access to the new employee orientation shall be subject to compulsory interest arbitration. The district and the exclusive representative may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The arbitrator's decision shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, unless the district and the exclusive representative have agreed otherwise, when the district has not conducted an in-person orientation within 30 days of hiring a new employee, the Superintendent or designee shall permit the exclusive representative to schedule an in-person meeting during employment hours at the new employee's worksite, during which the new employee shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting. The district shall provide appropriate space at the worksite within seven calendar days of receiving a request from the exclusive representative. (Government Code 3556, 3557)

During this meeting, the exclusive representative shall be permitted to communicate directly with the new employees for up to 30 minutes of paid time. (Government Code 3556)

**Access to Employee Contact Information**

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), of all employees represented by the exclusive representative on file with the district. An employee's personal email address shall only be disclosed if it used by the employee to conduct district business.

Such information shall be provided within 30 days of hire or by the first pay period of the month following hire for all new employees represented by the exclusive representative, unless the exclusive representative has agreed to a different interval for the provision of the information. Additionally, the Superintendent or designee shall provide the exclusive representative with the same information for all employees represented by the exclusive representative every 120 days, unless more frequent disclosure is required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, 6205-6210, 6215-6216, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions

2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6205-6210 and 6215-16

3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to the district to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, home telephone number, and personal cell phone number from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

The Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

**Communications with Employees by Employee Organizations**

Subject to reasonable regulation by the district, employee organizations shall have access, at reasonable times, to the work areas of employees represented by the employee organization and to district facilities for the purpose of meeting with employees represented by the employee organization. Access may be limited in instances where it would be disruptive to district operations. (Government Code 3543.1)

Additionally, subject to reasonable regulation by the district, employee organizations shall have the ability to use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees represented by the employee organization. (Government Code 3543.1)

**Membership Dues or Other Payments to an Employee Organization**

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount that has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

When an employee organization has certified to the district that it has and will maintain individual employee authorizations for payroll deductions, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and the employees to whom they apply and shall not handle or process employee written authorizations for the employees represented by such employee organization. The district also shall not require a copy of the written authorization to be submitted by the employee organization, except when there is a dispute about the existence or terms of the written authorization. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and

pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization that represents the employee rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

When an employee organization has declined to certify that it will handle and process written authorizations from employee(s) represented by the employee organization and makes a request for payroll deductions, the district shall request a copy of the written authorization for an employee before making the payroll deductions for that employee. (Education Code 45060, 45168)

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**Policy Reference Disclaimer:**
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

| State | Description |
|---|---|
| 8 CCR 33015-33490 | Recognition of exclusive representative; proceedings |
| 8 CCR 33700-33710 | Severance of established unit |
| Ed. Code 45060-45061.5 | Deduction of fees from salary or wage payment; certificated employees |
| Ed. Code 45100.5 | Senior classified management positions |
| Ed. Code 45104.5 | Abolishment of senior classified management positions |
| Ed. Code 45108.5 | Definition of senior classified management employees |
| Ed. Code 45108.7 | Waiver of provisions of Education Code 45108.5 |
| Ed. Code 45168 | Deduction of fees from salary or wage payment; classified employees |
| Ed. Code 45220-45320 | Merit system; classified employees |
| Gov. Code 3500-3511 | Local public employee organizations |
| Gov. Code 3507.7 | Representation of temporary employees |
| Gov. Code 3540-3549.3 | Educational Employment Relations Act |
| Gov. Code 3540.1 | Public employment; definitions |
| Gov. Code 3543.4 | Management and confidential positions; representation |
| Gov. Code 3545 | Appropriateness of unit; basis |

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| Gov. Code 3550-3552 | Prohibition on public employers deterring or discouraging union membership |
| Gov. Code 3555-3559 | Public employee communication, information and orientation |
| Gov. Code 53260-53264 | Employment contracts |
| Gov. Code 6205-6210 | Confidentiality of addresses for victims of domestic violence, sexual assault, stalking, or child abduction |
| Gov. Code 6215-6216 | Address confidentiality for individuals who face threats or violence because of work for a public entity |
| Gov. Code 6503.5 | Joint powers agencies; agreement |
| Gov. Code 7928.300 | Disclosure of employee contact information to employee organization |

| **Management Resources** | **Description** |
|---|---|
| Court Decision | County of Los Angeles v. Los Angeles County Employee Relations Commission (2013) 56 Cal. 4th 905 |
| Court Decision | Friedrichs v. California Teachers Association, et al. (2016) 136 S.Ct. 1083 |
| Court Decision | Janus v. American Federation of State, County and Municipal Employees, Council 31 (2018) 138 S.Ct. 2448 |
| Public Employment Relations Board Ruling | Regents of the University of California (2004) PERB Dec. No. 1700-H. |
| Public Employment Relations Board Ruling | Desert Community College District (2007) PERB Dec. No. 1921 |
| Public Employment Relations Board Ruling | East Whittier School District (2004) PERB Dec. No. 1727 |
| Public Employment Relations Board Ruling | City of Sacramento (2019) PERB Dec. No. 2702 |
| Website | CSBA District and County Office of Education Legal Services |
| Website | California Federation of Teachers |
| Website | California Public Employment Relations Board |
| Website | California School Employees Association |
| Website | California Teachers Association |
| Website | Association of California School Administrators |

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|---|---|
| Website | CSBA |

**Cross References**

| Code | Description |
|---|---|
| 0450 | Comprehensive Safety Plan |
| 0450 | Comprehensive Safety Plan |
| 0460 | Local Control And Accountability Plan |
| 0460 | Local Control And Accountability Plan |
| 1340 | Access To District Records |
| 1340 | Access To District Records |
| 1431 | Waivers |
| 4113 | Assignment |
| 4113 | Assignment |
| 4115 | Evaluation/Supervision |
| 4115 | Evaluation/Supervision |
| 4119.1 | Civil And Legal Rights |
| 4119.25 | Political Activities Of Employees |
| 4119.25 | Political Activities Of Employees |
| 4121 | Temporary/Substitute Personnel |
| 4121 | Temporary/Substitute Personnel |
| 4141 | Collective Bargaining Agreement |
| 4143 | Negotiations/Consultation |
| 4151 | Employee Compensation |
| 4154 | Health And Welfare Benefits |
| 4154 | Health And Welfare Benefits |
| 4158 | Employee Security |
| 4158 | Employee Security |
| 4161.2 | Personal Leaves |
| 4219.1 | Civil And Legal Rights |
| 4219.25 | Political Activities Of Employees |

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|---|---|
| 4219.25 | Political Activities Of Employees |
| 4241 | Collective Bargaining Agreement |
| 4243 | Negotiations/Consultation |
| 4251 | Employee Compensation |
| 4254 | Health And Welfare Benefits |
| 4254 | Health And Welfare Benefits |
| 4261.2 | Personal Leaves |
| 4300 | Administrative And Supervisory Personnel |
| 4300 | Administrative And Supervisory Personnel |
| 4301 | Administrative Staff Organization |
| 4312.1 | Contracts |
| 4315 | Evaluation/Supervision |
| 4319.1 | Civil And Legal Rights |
| 4319.25 | Political Activities Of Employees |
| 4319.25 | Political Activities Of Employees |
| 4351 | Employee Compensation |
| 4354 | Health And Welfare Benefits |
| 4354 | Health And Welfare Benefits |
| 4361.2 | Personal Leaves |
| 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:** January 14, 2026

**Agenda Section:** Section F: Board Policies, First Reading

**First Reading: Revisions to BP/AR 4157/4257/4357 - Employee Safety (Carroll)**

In response to recent legislative changes and guidance from the California School Boards Association (CSBA), staff recommends review of proposed revisions to **Board Policy and Administrative Regulation 4157 / 4257 / 4357 – Employee Safety**.

The proposed revisions are intended to ensure alignment with current state and federal law, incorporate CSBA-recommended updates, and clarify district responsibilities related to employee safety. Updates also reflect evolving workplace safety standards and reporting requirements.

Key highlights of the proposed updates include the following:

- **Incorporation of New Statutory Language:** Recent changes in law related to workplace safety, injury and illness prevention, and reporting obligations have been incorporated. New language is indicated in **red underline** for ease of review.
- **Removal of Outdated Provisions:** Superseded or obsolete language has been removed. All deletions are shown in **red strikethrough formatting**.
- **Clarification of Roles and Responsibilities:** Language has been updated to clearly define employee and supervisory responsibilities related to maintaining a safe work environment.
- **Consistency Across Employee Groups:** Revisions ensure consistent application of employee safety requirements for certificated, classified, and management employees.

These policies and regulations are presented for **first reading** and will be brought back to the Board for **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 policies and regulations BP/AR 4157/4257/4357: Employee Safety for first reading, as presented.

**ADDITIONAL MATERIALS:**

**Attached:** BP 4157_4257_4357 Employee Safety (6 pages)
AR 4157_4257_4357 Employee Safety (9 pages)

## Policy 4157/4257/4357: Employee Safety

**Status:** ADOPTED

**Original Adopted Date:** 06/01/1991 **| Last Revised Date: 02/04/2026 | Last Reviewed Date: 02/04/2026**

The Governing Board ~~of Trustees~~ is committed to maximizing employee safety and believes that workplace safety is ~~every employee's~~the responsibility of every employee. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

~~The Board expects all employees to use safe work practices and, to the extent possible, correct any unsafe conditions which may occur. If an employee is unable to correct an unsafe condition, he/she shall immediately report the problem to the Superintendent or designee.~~

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions that may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall establish and implement a written injury and illness prevention program ~~in accordance with law. (Labor Code 6401.7)~~that includes a workplace violence prevention plan and that provides employees with access to such program in accordance with law. (Labor Code 6401.7; 8 CCR 3203)

The Superintendent or designee shall make first aid materials readily available at district workplaces and shall make effective provisions to prepare for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for exercising any right regarding employee safety or health specified in Labor Code 6310, including:

~~The Superintendent or designee shall ensure the ready availability of first aid materials at district workplaces and shall make effective provisions, in advance, for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)~~

1. ~~No employee shall be discharged or discriminated against for making complaints, instituting~~Making a report or complaint

2. Instituting proceedings~~, or testifying~~ or causing proceedings to be instituted

3. Testifying with regard to employee safety or health ~~or for participating~~

~~1.~~4. Participating in any occupational health and safety committee established pursuant to Labor Code 6401.7
~~. (Labor Code 6310)~~

5. Requesting access to injury or illness reports and records

6. Exercising any other right protected by the Occupational Safety and Health Act

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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 |
|---|---|
| 17 CCR 2508 | Reporting of communicable diseases |
| 8 CCR 14000-14316 | Occupational injury or illness reports and records |
| 8 CCR 3203 | Injury and illness prevention program |
| 8 CCR 3204 | Access to employee exposure and medical records |
| 8 CCR 3400 | Medical services and first aid |
| 8 CCR 5095-5100 | Control of noise exposure |
| 8 CCR 5193 | Bloodborne pathogens |
| Ed. Code 32030-32034 | Eye safety |
| Ed. Code 32225-32226 | Communications devices in classrooms |
| Ed. Code 32280-32289.5 | School safety plans |
| Ed. Code 44984 | Required rules for industrial accident and illness leave |
| Gov. Code 3543.2 | Scope of representation |
| Lab. Code 1139 | Worker's rights in emergencies |
| Lab. Code 132a | Workers' compensation; nondiscrimination |
| Lab. Code 3300 | Definition of employer |
| Lab. Code 6305 | Occupational safety and health standards; special order |
| Lab. Code 6310 | Retaliation for filing complaint prohibited |
| Lab. Code 6325 | Prohibition of entry into place of employment |
| Lab. Code 6400-6413.5 | Responsibilities and duties of employers and employees |

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|---|---|
| Lab. Code 6401.7 | Injury and illness prevention program |
| Lab. Code 6401.9 | Workplace violence prevention plans |

| **Federal** | **Description** |
|---|---|
| 17 CFR 2508 | Reporting of communicable diseases |
| 29 CFR 1910.1030 | Bloodborne pathogens |
| 29 CFR 1910.95 | Noise standards |
| 29 CFR 651-678 | Occupational safety and health |
| 8 CFR 14000-14316 | Occupational injury or illness reports and records |
| 8 CFR 3204 | Access to employee exposure and medical records |
| 8 CFR 5193 | Bloodborne pathogens |

| **Management Resources** | **Description** |
|---|---|
| CA Department of Industrial Relations Publication | Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2005 |
| Website | CSBA District and County Office of Education Legal Services |
| Website | National Institute for Occupational Safety and Health |
| Website | U.S. Department of Labor, Occupational Safety and Health Administration |
| Website | California Department of Industrial Relations, Occupational Safety and Health |
| Website | National Hearing Conservation Association |
| Website | CSBA |
| Website | Centers for Disease Control and Prevention |

**Cross References**

| **Code** | **Description** |
|---|---|
| 0450 | Comprehensive Safety Plan |
| 0450 | Comprehensive Safety Plan |
| 3514 | Environmental Safety |
| 3514 | Environmental Safety |
| 3514.1 | Hazardous Substances |
| 3514.1 | Hazardous Substances |

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|---|---|
| 3516 | Emergencies And Disaster Preparedness Plan |
| 3516 | Emergencies And Disaster Preparedness Plan |
| 3516.5 | Emergency Schedules |
| 3530 | Risk Management/Insurance |
| 3530 | Risk Management/Insurance |
| 4112.9 | Employee Notifications |
| 4112.9 | Employee Notifications |
| 4113.5 | Working Remotely |
| 4118 | Dismissal/Suspension/Disciplinary Action |
| 4118 | Dismissal/Suspension/Disciplinary Action |
| 4119.41 | Employees With Infectious Disease |
| 4119.42 | Exposure Control Plan For Bloodborne Pathogens |
| 4119.42 | Exposure Control Plan For Bloodborne Pathogens |
| 4119.42 | Exposure Control Plan For Bloodborne Pathogens |
| 4119.43 | Universal Precautions |
| 4119.43 | Universal Precautions |
| 4131 | Staff Development |
| 4156.2 | Awards And Recognition |
| 4157.1 | Work-Related Injuries |
| 4157.2 | Ergonomics |
| 4158 | Employee Security |
| 4158 | Employee Security |
| 4161.11 | Industrial Accident/Illness Leave |
| 4212.9 | Employee Notifications |
| 4212.9 | Employee Notifications |
| 4213.5 | Working Remotely |
| 4218 | Dismissal/Suspension/Disciplinary Action |
| 4218 | Dismissal/Suspension/Disciplinary Action |
| 4219.41 | Employees With Infectious Disease |
| 4219.42 | Exposure Control Plan For Bloodborne Pathogens |

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|---|---|
| 4219.42 | Exposure Control Plan For Bloodborne Pathogens |
| 4219.42 | Exposure Control Plan For Bloodborne Pathogens |
| 4219.43 | Universal Precautions |
| 4219.43 | Universal Precautions |
| 4231 | Staff Development |
| 4256.2 | Awards And Recognition |
| 4257.1 | Work-Related Injuries |
| 4257.2 | Ergonomics |
| 4258 | Employee Security |
| 4258 | Employee Security |
| 4261.11 | Industrial Accident/Illness Leave |
| 4312.9 | Employee Notifications |
| 4312.9 | Employee Notifications |
| 4313.5 | Working Remotely |
| 4319.41 | Employees With Infectious Disease |
| 4319.42 | Exposure Control Plan For Bloodborne Pathogens |
| 4319.42 | Exposure Control Plan For Bloodborne Pathogens |
| 4319.42 | Exposure Control Plan For Bloodborne Pathogens |
| 4319.43 | Universal Precautions |
| 4319.43 | Universal Precautions |
| 4331 | Staff Development |
| 4356.2 | Awards And Recognition |
| 4357.1 | Work-Related Injuries |
| 4357.2 | Ergonomics |
| 4358 | Employee Security |
| 4358 | Employee Security |
| 4361.11 | Industrial Accident/Illness Leave |
| 5141.22 | Infectious Diseases |
| 5141.22 | Infectious Diseases |
| 5141.6 | School Health Services |

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|---|---|
| 5141.6 | School Health Services |
| 6142.93 | Science Instruction |

## Regulation 4157/4257/4357: Employee Safety

**Status:** ADOPTED

**Original Adopted Date:** 06/01/1991 **| Last Revised Date: 02/04/2026 | Last Reviewed Date: 02/04/2026**

The Superintendent or designee shall provide safety devices and implement ~~safety devices,~~ safeguards, methods, and processes that are reasonably ~~adequate to render~~necessary for the ~~employment~~safety and ~~place~~health of ~~employment safe and healthful.~~ employees in the workplace. (Labor Code 6401)

If the Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA) prohibits entry into any district workplace or performance of a district operation or process based on a determination that the workplace exposes employees to the risk of an imminent hazard, including a machine, device, apparatus, or equipment that is in a dangerous condition or is dangerously placed, the Superintendent or designee shall post a notice of the hazard provided by Cal/OSHA in a conspicuous place at the work site. This notice shall not be removed except by an authorized representative of Cal/OSHA and only when the workplace, operation, or process is made safe, and the required safeguards, safety appliances, or devices are provided. (Labor Code 6325)

**Injury and Illness Prevention Program**

The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury and illness prevention program. (Labor Code 6401.7)

The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

~~The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)~~

1. The name/position of the person(s) with authority and responsibility for implementing the program~~.~~

2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but are not ~~be~~ limited to:

    a. Recognition of employees who follow safe and healthful work practices

    b. Training and retraining programs

    c. Disciplinary actions

3. A system for communicating with employees~~,~~ in a form readily understandable by all employees~~,~~ on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of

reprisal. The communications system may include, but is not ~~be~~ limited to:

a. Meetings

b. Training programs

c. Posting

d. Written communications

e. A system of anonymous notification by employees about hazards

f. A labor/management safety and health committee

4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:

   a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace

   b. Whenever the district is made aware of a new or previously unrecognized hazard

5. A procedure for investigating occupational injury or illness~~.~~

6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered~~.~~

   When an imminent hazard exists ~~which~~that cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided with the necessary safeguards.

7. Provision of training and instruction as follows:

   a. To all new employees

   b. To all employees given new job assignments for which training has not previously been received

   c. Whenever new substances, processes, procedures, or equipment ~~is~~are introduced into the workplace and ~~represents~~represent a new hazard

   d. Whenever the district is made aware of a new or previously unrecognized hazard

   e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed

8. A written workplace violence prevention plan developed and implemented in accordance with Labor Code 6401.9 (Labor Code 6401.7)

   The plan, which shall be easily accessible to all employees at all times, shall be in effect at all times and in all work areas, and be specific to the hazards and corrective measures for each work area and operation. (Labor Code 6401.9)

   The Superintendent or designee shall provide training to all employees when the plan is first established and annually thereafter in accordance with Labor Code 6401.9. Training materials shall be appropriate in content and vocabulary to employees' educational level, literacy, and language. (Labor Code 6401.9)

The Superintendent or designee shall provide employees, or their representative designated pursuant to 8 CCR 3203, with either of the following: (8 CCR 3203)

1. Access to the district's injury and illness prevention program in a reasonable time, place, and manner, but in no event later than five business days after the request for access is received from an employee or a designated representative of the employee.

   When an employee or designated representative requests a copy of the district's injury and illness prevention program, the Superintendent or designee shall provide the requester a printed copy unless the employee or designated representative agrees to receive an electronic copy.

   The Superintendent or designee shall provide one printed copy free of charge. If the employee or designated representative requests additional copies within one year of the previous request and the district's injury and illness prevention program has not been updated with new information since the prior copy was provided, the district may charge reasonable reproduction costs pursuant to 8 CCR 3204 for the additional copies.

2. Unobstructed access to the district's injury and illness prevention program through the district's server or website that allows an employee to review, print, and email the current version of the district's injury and illness prevention program.

The Superintendent or designee shall communicate the right and procedure to access the district's injury and illness prevention program to all employees. (8 CCR 3203)

**Labor/Management Safety and Health Committee**

The district's labor/management safety and health committee shall: (8 CCR 3203)

1. Meet regularly, but not less than quarterly.

2. Prepare and make available to affected employees written records of the safety and health issues discussed at committee meetings and maintained for review by ~~the California Department of Industrial Relations' Division of Occupational Safety and Health (~~Cal/OSHA~~)~~ upon request. These records shall be maintained for at least one year.

3. Review results of the periodic, scheduled worksite inspections.

4. Review investigations of occupational accidents and causes of incidents resulting in occupational injury or illness or exposure to hazardous substances. As appropriate, the committee may submit suggestions to the Superintendent or designee regarding the prevention of future incidents.

5. Review investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, it may conduct its own inspection and investigation to assist in remedial solutions.

6. Submit recommendations to assist in the evaluation of employee safety suggestions.

7. Upon request of Cal/OSHA, verify abatement action taken by the district to abate citations issued by Cal/OSHA.

**Hearing Protection**

Whenever employee noise exposure equals or exceeds the standards specified ~~in~~by law, the Superintendent or designee shall implement a hearing conservation program in accordance with state and federal regulations, including, when required, monitoring of sound levels, audiogram evaluation and audiometric testing of affected employees, the provision of hearing protectors, and employee training. (8 CCR 5095-5100; 29 CFR 1910.95)

**Eye Safety Devices**

~~Eye~~

Employees shall wear eye safety devices ~~shall be worn by employees~~ whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause eye injury ~~to the eyes.~~ . (Education Code 32030-32034)

**First Aid and Medical Services**

The Superintendent or designee shall ensure the ready availability of medical ~~Human Resources~~personnel for advice and consultation on matters of industrial health or injury. Whenever a ~~workplace is~~district facility or district grounds are not in close proximity to an infirmary, clinic, or hospital where all injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

The Superintendent or designee shall make adequate first aid materials readily available for employees at every worksite. Such materials shall be approved by a consulting physician and shall be kept in a sanitary and usable condition. The Superintendent or designee shall frequently inspect all first aid materials and replenish them as necessary. ~~(8 CCR 3400)~~

(8 CCR 3400)

The Superintendent or designee shall ensure that suitable facilities for quick drenching or flushing of the eyes and body are provided within the work area for immediate emergency use when the eyes or body or any person may be exposed to injurious corrosive materials. (8 CCR 3400)

To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use one or more of the following: (8 CCR 3400)

1. A communication system for contacting a physician or emergency medical service, such as access to 911 or equivalent telephone system. The communication system or the employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee.

2. Readily accessible and available on-site treatment facilities suitable for treatment of reasonably anticipated injury and illness.

3. Proper equipment for prompt medical transport when transportation of injured or ill employees is necessary and appropriate.

## Protection from Communicable Diseases and Infections

The Superintendent or designee shall develop an exposure control plan for bloodborne pathogens that is consistent with the district's injury and illness prevention program. The plan shall include a determination of which job classifications have occupational exposure to blood or other potentially infectious materials; precautions to be implemented, including universal precautions, engineering and work practice controls, and personal protective equipment; availability of the hepatitis B vaccination; provision of information and training to employees; and follow-up actions to be taken if exposure occurs. The district shall ensure that a copy of the exposure control plan is accessible to employees in accordance with law. (8 CCR 5193; 29 CFR 1910.1030)

Strategies to prevent and mitigate the outbreak or spread of infectious diseases shall be followed for diseases that are communicated through airborne transmission, skin-to-skin contact, foodborne transmission, or other casual or noncasual means. Such strategies shall include, but are not limited to, communication and training about the disease(s); campus closures and alternative means of instruction when necessary; preventative measures, such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law; and cleaning and sanitization of district facilities and equipment.

The Superintendent or designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

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| State | Description |
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| 17 CCR 2508 | Reporting of communicable diseases |
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| 8 CCR 3203 | Injury and illness prevention program |
| 8 CCR 3204 | Access to employee exposure and medical records |
| 8 CCR 3400 | Medical services and first aid |
| 8 CCR 5095-5100 | Control of noise exposure |

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|---|---|
| 8 CCR 5193 | Bloodborne pathogens |
| Ed. Code 32030-32034 | Eye safety |
| Ed. Code 32225-32226 | Communications devices in classrooms |
| Ed. Code 32280-32289.5 | School safety plans |
| Ed. Code 44984 | Required rules for industrial accident and illness leave |
| Gov. Code 3543.2 | Scope of representation |
| Lab. Code 1139 | Worker's rights in emergencies |
| Lab. Code 132a | Workers' compensation; nondiscrimination |
| Lab. Code 3300 | Definition of employer |
| Lab. Code 6305 | Occupational safety and health standards; special order |
| Lab. Code 6310 | Retaliation for filing complaint prohibited |
| Lab. Code 6325 | Prohibition of entry into place of employment |
| Lab. Code 6400-6413.5 | Responsibilities and duties of employers and employees |
| Lab. Code 6401.7 | Injury and illness prevention program |
| Lab. Code 6401.9 | Workplace violence prevention plans |

| **Federal** | **Description** |
|---|---|
| 17 CFR 2508 | Reporting of communicable diseases |
| 29 CFR 1910.1030 | Bloodborne pathogens |
| 29 CFR 1910.95 | Noise standards |
| 29 CFR 651-678 | Occupational safety and health |
| 8 CFR 14000-14316 | Occupational injury or illness reports and records |
| 8 CFR 3204 | Access to employee exposure and medical records |
| 8 CFR 5193 | Bloodborne pathogens |

| **Management Resources** | **Description** |
|---|---|
| CA Department of Industrial Relations Publication | Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2005 |
| Website | CSBA District and County Office of Education Legal Services |
| Website | National Institute for Occupational Safety and Health |
| Website | U.S. Department of Labor, Occupational Safety and Health Administration |

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|---|---|
| Website | California Department of Industrial Relations, Occupational Safety and Health |
| Website | National Hearing Conservation Association |
| Website | CSBA |
| Website | Centers for Disease Control and Prevention |

**Cross References**

| Code | Description |
|---|---|
| 0450 | Comprehensive Safety Plan |
| 0450 | Comprehensive Safety Plan |
| 3514 | Environmental Safety |
| 3514 | Environmental Safety |
| 3514.1 | Hazardous Substances |
| 3514.1 | Hazardous Substances |
| 3516 | Emergencies And Disaster Preparedness Plan |
| 3516 | Emergencies And Disaster Preparedness Plan |
| 3516.5 | Emergency Schedules |
| 3530 | Risk Management/Insurance |
| 3530 | Risk Management/Insurance |
| 4112.9 | Employee Notifications |
| 4112.9 | Employee Notifications |
| 4113.5 | Working Remotely |
| 4118 | Dismissal/Suspension/Disciplinary Action |
| 4118 | Dismissal/Suspension/Disciplinary Action |
| 4119.41 | Employees With Infectious Disease |
| 4119.42 | Exposure Control Plan For Bloodborne Pathogens |
| 4119.42 | Exposure Control Plan For Bloodborne Pathogens |
| 4119.42 | Exposure Control Plan For Bloodborne Pathogens |
| 4119.43 | Universal Precautions |
| 4119.43 | Universal Precautions |

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|---|---|
| 4131 | Staff Development |
| 4156.2 | Awards And Recognition |
| 4157.1 | Work-Related Injuries |
| 4157.2 | Ergonomics |
| 4158 | Employee Security |
| 4158 | Employee Security |
| 4161.11 | Industrial Accident/Illness Leave |
| 4212.9 | Employee Notifications |
| 4212.9 | Employee Notifications |
| 4213.5 | Working Remotely |
| 4218 | Dismissal/Suspension/Disciplinary Action |
| 4218 | Dismissal/Suspension/Disciplinary Action |
| 4219.41 | Employees With Infectious Disease |
| 4219.42 | Exposure Control Plan For Bloodborne Pathogens |
| 4219.42 | Exposure Control Plan For Bloodborne Pathogens |
| 4219.42 | Exposure Control Plan For Bloodborne Pathogens |
| 4219.43 | Universal Precautions |
| 4219.43 | Universal Precautions |
| 4231 | Staff Development |
| 4256.2 | Awards And Recognition |
| 4257.1 | Work-Related Injuries |
| 4257.2 | Ergonomics |
| 4258 | Employee Security |
| 4258 | Employee Security |
| 4261.11 | Industrial Accident/Illness Leave |
| 4312.9 | Employee Notifications |
| 4312.9 | Employee Notifications |
| 4313.5 | Working Remotely |
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| 4319.42 | Exposure Control Plan For Bloodborne Pathogens |
| 4319.42 | Exposure Control Plan For Bloodborne Pathogens |
| 4319.43 | Universal Precautions |
| 4319.43 | Universal Precautions |
| 4331 | Staff Development |
| 4356.2 | Awards And Recognition |
| 4357.1 | Work-Related Injuries |
| 4357.2 | Ergonomics |
| 4358 | Employee Security |
| 4358 | Employee Security |
| 4361.11 | Industrial Accident/Illness Leave |
| 5141.22 | Infectious Diseases |
| 5141.22 | Infectious Diseases |
| 5141.6 | School Health Services |
| 5141.6 | School Health Services |
| 6142.93 | Science Instruction |

# OSD BOARD AGENDA ITEM

**Name of Contributor:** Kristen Pifko **Date of Meeting:** January 14, 2026

**Agenda Section:** Section F: Board Policies, Second Reading

**Second Reading and Adoption: 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: Updated to align with the Department of Homeland Security's Behavioral Threat Assessment and Management in Practice guide.
2. AR 3515: 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.

**FISCAL IMPACT:**
N/A

**RECOMMENDATION:**
It is the recommendation of the Assistant Superintendent of Business and Fiscal Services, that the Board of Trustees adopt the revisions to BP and AR 3515 Campus Security, as presented.

**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.

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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 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 |

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|---|---|
| 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 |

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|---|---|
| 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.

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| 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 |

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| 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 |
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| Website | California Cybersecurity Integration Center |
| Website | Schoolsafety.gov |
| Website | California Military Department |

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| 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**

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|---|---|
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| 0450 | Comprehensive Safety Plan |
| 1113 | District And School Websites |
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| 4319.1 | Civil And Legal Rights |
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| 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 |

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| 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:** January 14, 2026

**Agenda Section:** Section F: Board Policies, Second Reading

**Second Reading and Adoption: 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.

**FISCAL IMPACT:**
N/A

**RECOMMENDATION:**
It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees adopt the new Board Policy and Regulation, BP/AR 4161/4261/4361 - Leaves, as presented for Second

Reading.

**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)

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**Policy Reference Disclaimer:**
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

| State | Description |
|---|---|
| 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 |

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| 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.

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**Policy Reference Disclaimer:**
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

| State | Description |
|---|---|
| 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 |

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|---|---|
| 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 |

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|---|---|
| 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 |

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|---|---|
| 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 |

# OSD BOARD AGENDA ITEM

**Name of Contributor:** Dr. Scott Carroll **Date of Meeting:** January 14, 2026

**Agenda Section:** Section F: Board Policies, Second Reading

**Second Reading and Adoption: 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.

**FISCAL IMPACT:**
N/A

**RECOMMENDATION:**
It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees adopt the revisions to regulations, AR 4161.1/4361.1 and AR 4261.1 - Personal Illness/Injury Leave, as presented for Second Reading.

**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/heremployee'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/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 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/herthe 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 |

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|---|---|
| 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 |

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| 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 |
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| 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 |

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| 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 |
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| 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 |
| 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 |
| 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:** January 14, 2026

**Agenda Section:** Section F: Board Policies, Second Reading

**Second Reading and Adoption: 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.

**FISCAL IMPACT:**
N/A

**RECOMMENDATION:**
It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees adopt the revisions to regulations AR 4161.2/4261.2/4361.2 - Personal Leaves, as presented for Second Reading.

**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, daughterdomestic partner, child, child-in-law, brothersibling, or sibling-in-law of the employee, or sister

Anyany 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)

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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 |
|---|---|
| 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 |

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|---|---|
| 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 |

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|---|---|
| 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 |

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|---|---|
| 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. Anabolena DeGenna **Date of Meeting:** January 14, 2026

**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:** January 14, 2026

**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:** January 14, 2026

**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:** January 14, 2026

**Agenda Section:** Section G: Conclusion

**ADJOURNMENT**

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

Anabolena DeGenna, Ed. D.
District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street, Oxnard, California by 5:00 p.m. on Friday, January 9, 2026.

**FISCAL IMPACT:**
N/A

**RECOMMENDATION:**
N/A