

**AMENDMENT NO. 1 TO FACILITIES LEASE  
BY AND BETWEEN  
OXNARD UNION HIGH SCHOOL DISTRICT  
AND BALFOUR BEATTY CONSTRUCTION, LLC  
FOR THE DEL SOL HIGH SCHOOL PROJECT**

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This Amendment No. 1 to the Facilities Lease ("Amendment") is made and entered into this 27<sup>th</sup> day of April 2021 ("Effective Date") by and between the Oxnard Union High School District ("District") and Balfour Beatty Construction, LLC ("Developer") (collectively, the "Parties") as follows:

**RECITALS**

**WHEREAS**, the Parties entered into a Facilities Lease, dated December 16, 2020, pertaining to the Del Sol High School Project ("Project"), located at a parcel of land northeast of Rose Avenue and Camino Del Sol, Oxnard, CA 93030, to be known as Del Sol High School, ("Project Site"); and

**WHEREAS**, at this time, the Parties desire to amend and supplement the Facilities Lease to establish the Preliminary Phase Guaranteed Maximum Price for Phases 1A, 1B, and 2 of the Project in the amount of One Hundred Seventy-Eight Million and 00/100 Dollars (\$178,000,000.00), for a total Preliminary Guaranteed Maximum Price, including preconstruction services, in the amount of One Hundred Seventy-Eight Million Three Hundred Eighty-Eight Thousand One Hundred Fifty-Seven and 00/100 Dollars (\$178,388,157.00).

**NOW, THEREFORE**, the Parties agree as follows:

**TERMS**

**Section I. Amendment of Facilities Lease.**

1. **Section 11.1.2** (Contract Time / Construction Schedule) of the Facilities Lease is amended as follows:

It is hereby understood and agreed that Substantial Completion of the Work for Phases 1A, 1B, and 2 shall occur no later than August 23, 2023, and Final Completion of the Work for Phases 1A, 1B, and 2 shall occur no later than November 23, 2023 ("Contract Time"). The Construction Schedule must be approved by the District.

2. **Exhibit C** (Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions) to the Facilities Lease is amended such that the existing Exhibit C is struck and replaced with the amended Exhibit C, which is attached hereto as **EXHIBIT "1"** and incorporated herein by this reference. All references to Exhibit C in the Facilities Lease shall mean and refer to Exhibit "1" hereto.

3. **Section 1.1.8** (Completion) of **Exhibit D** to the Facilities Lease is amended as follows:

**1.1.8 Completion.** The earliest of the date of acceptance by the District or the cessation of labor thereon for a continuous period of sixty (60) days.

**1.1.8.1 Substantial Completion.** The date at which (i) such Work can be fully enjoyed and beneficially occupied and utilized by District for its intended purpose (except for minor items which do not impair District's ability to occupy and use such Work); (ii) any permits, approvals and certificates by governmental authorities required to occupy and use such Work have been issued; and (iii) all systems included in such Work are installed and operational as specified, all designated or required inspections and certifications by governmental authorities have been made and posted, and instructions of District's personnel in the operation of such systems has been completed.

**1.1.8.2 Final Completion.** The point at which the Work has been completed in accordance with the terms and conditions of the Contract Documents.

**4. Sections 11 and 12** are added to **Exhibit D-1** of the Facilities Lease as follows:

**11. ProCore.**

During the Project, Developer shall provide District's Construction Manager with (1) viewing access to all features of ProCore (e.g., Dailies, Meeting Minutes, Plans and Specs, Inspections, Photos, etc.) aside from accounting features, and (2) RFI Manager granular rights, both at no additional cost to District.

**12. Final GMP for Phases 1A, 1B, and 2.**

Developer shall provide the final Phase GMP for Phases 1A, 1B, and 2, not exceeding One Hundred Seventy-Eight Million and 00/100 Dollars (\$178,000,000.00), in accordance with sections 10.1.5.10 of the Facilities Lease, within at least 90 days of the execution of this Amendment.

Section II. All Other Provisions Reaffirmed.

All other provisions of the Facilities Lease shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment and any provision of the Facilities Lease or any prior amendment thereto, the provisions of this Amendment shall control.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment No. 1 to the Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

**ACCEPTED AND AGREED** on the date indicated below:

Dated: 4/29, 2021

OXNARD UNION HIGH SCHOOL DISTRICT

By: [Signature]

Name: DR. TOM MCCOY

Title: Superintendent

Dated: April 29, 2021

BALFOUR BEATTY CONSTRUCTION, LLC

By: [Signature]

Name: Brian H. Cahill

Title: President, California Div.

**EXHIBIT "1"**

**EXHIBIT C**

**GUARANTEED MAXIMUM PRICE AND  
OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS**

**See attached.**

## **EXHIBIT C**

### **GUARANTEED MAXIMUM PRICE AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS**

#### **1. Site Lease Payments**

As indicated in the Site Lease, Developer shall pay One Dollar (\$1.00) to the District as consideration for the Site Lease.

#### **2. Guaranteed Maximum Price**

Pursuant to the Facilities Lease, Developer will cause the Project to be constructed for an amount to be determined after the preconstruction services are completed ("Guaranteed Maximum Price"). As this Project shall include multiple phases, each phase shall have its own GMP ("Phase GMP"), and the Guaranteed Maximum Price shall consist of the total of all Phase GMPs and the preconstruction services fees. The Preliminary Phase GMP for Phases 1A, 1B, and 2 is One Hundred Seventy-Eight Million and 00/100 Dollars (\$178,000,000.00) for a total Preliminary Guaranteed Maximum Price, including preconstruction services, of One Hundred Seventy-Eight Million Three Hundred Eighty-Eight Thousand One Hundred Fifty-Seven and 00/100 Dollars (\$178,388,157.00).

##### **2.1 Cost of the Work**

The term Cost of the Work shall mean the costs necessarily incurred in the proper performance of the Work contemplated by the Contract Documents. Such costs shall be at rates no higher than the standard paid at the place of the Project except with the prior consent of the District. The Cost of the Work shall include only the items set forth in this Section 2.1 and approved by the District.

##### **2.1.1 General Conditions**

The General Conditions as set forth in **Attachment 1** hereto shall be included in a progress billing as incurred. Said rates shall include all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by the Developer for insurance, permits, taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, incentives to the extent contemplated in **Attachment 1**, whether required by law or collective bargaining agreements or otherwise paid or provided by Developer to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the District shall be entitled to a reduction in the cost of General Conditions based on the rates set forth in **Attachment 1**.

##### **2.1.2 Subcontract Costs**

Payments made by the Developer to Subcontractors (inclusive of the Subcontractor's bonding, if required, and insurance costs, which shall be

included in the subcontract amount), which payments shall be made in accordance with the requirements of the Contract Documents.

### **2.1.3 Developer-Performed Work**

Costs incurred by the Developer for self-performed work at the direction of District or with the District's prior approval, as follows:

**2.1.3.1** Actual costs to the Developer of wages of construction workers, excluding all salaried and/or administrative personnel, directly employed by the Developer to perform the construction of the Work at the site.

**2.1.3.2** Wages or salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs, and pension plans of the Developer's field supervisory, safety and administrative personnel when stationed at the site or stationed at the Developer's principal office, only for that portion of their time required for the Work.

**2.1.3.3** Wages and salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs and pension plans of the Developer's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**2.1.3.4** Costs paid or incurred by Developer for taxes, insurance, contributions, assessments required by law or collective bargaining agreements and for personnel not covered by such agreements, and for customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 2.1.3.1 through 2.1.3.3.

**2.1.3.5** Costs, including transportation and storage, of materials and equipment incorporated in the completed construction, including costs of materials in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the District's property at the completion of the Work or, at the District's option, shall be sold by the Developer. Any amounts realized from such sales shall be credited to the District as a deduction from the Cost of the Work.

**2.1.3.6** Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, machinery and equipment not customarily owned by construction workers, that are provided by the Developer at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained

by the Developer. Cost for items previously used by the Developer shall mean fair market value.

**2.1.3.7** Rental charges for temporary facilities, machinery, equipment, vehicles and vehicle expenses, and hand tools not customarily owned by construction workers that are provided by the Developer at the site, whether rented from the Developer or others, and the costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof and costs of Developer's Project field office, overhead and general expenses including office supplies, parking, office equipment, and software. Rates and quantities of equipment rented shall be subject to the District's prior approval.

**2.1.3.8** Costs of removal of debris from the site, daily clean-up costs and dumpster charges not otherwise included in the cost of the subcontracts which exceeds the clean-up provided under the General Conditions.

**2.1.3.9** Costs of that portion of the reasonable travel, parking and subsistence expenses of the Developer's personnel incurred while traveling and discharging duties connected with the Work.

**2.1.3.10** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the District.

#### **2.1.4 Allowances**

Because it is impossible at the time of execution of the Facilities Lease to determine the exact cost of performing certain tasks, the Cost of the Work shall include the following Allowances for the Tasks/Work as noted here:

<b>Task/Work</b>	<b>Amount</b>
1. Project Security Cameras, Project Time Lapse photos/videos, and CM Replenish Field and Office Supplies	\$60,000.00
2. Phase #3 & #4 Temporary Perimeter Construction Fencing	\$20,000.00
3. Project Signage, Partnering, Public Notices and Community Outreach	\$20,000.00
4. Unforeseen Offsite Fees B/Permit Contingency	\$50,000.00
5. Unforeseen Offsite Cleanup and Maintenance	\$25,000.00
6. Unforeseen Environmental Site Conditions	\$100,000.00
7. Unforeseen Offsite Improvements	\$100,000.00
8. Unforeseen Utility Work Onsite	\$50,000.00
9. Unforeseen Site / Geotechnical Dewatering and Soils Conditions	\$100,000.00
10. Unforeseen Changes for Unapproved DSA addenda	\$50,000.00

<b>Task/Work</b>	<b>Amount</b>
<b>Total Allowance Amount</b>	<b>\$575,000.00</b>

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Developer's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Guaranteed Maximum Price, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). The Allowances are included in the Guaranteed Maximum Price. Any unused Allowance or unused portion thereof shall be deducted from the Cost of the Work pursuant to **Exhibit D** to this Facilities Lease to the benefit of the District.

#### **2.1.5 Miscellaneous Costs**

**2.1.5.1** Where not included in the General Conditions, and with the prior approval of District, costs of document reproductions (photocopying and blueprinting expenses), long distance telephone call charges, postage, overnight and parcel delivery charges, telephone costs including cellular telephone charges, facsimile or other communication service at the Project site, job photos and progress schedules, and reasonable petty cash expenses of the site office. Developer shall consult with District to determine whether District has any vendor relationships that could reduce the cost of these items and use such vendors whenever possible.

**2.1.5.2** Sales, use, gross receipts, local business and similar taxes imposed by a governmental authority that are related to the Work.

**2.1.5.3** Fees and assessments for permits, plan checks, licenses and inspections for which Developer is required by the Contract Documents to pay including, but not limited to, permanent utility connection charges, street use permit, street use rental, OSHA permit and sidewalk use permit and fees.

**2.1.5.4** Fees of laboratories for tests required by the Contract Documents.

**2.1.5.5** Deposits lost for causes other than the Developer's or its subcontractors' negligence or failure to fulfill a specific responsibility to the District as set forth in the Contract Documents.

**2.1.5.6** Expenses incurred in accordance with the Developer's standard personnel policy for relocation and temporary living allowances of personnel required for the Work if approved in advance by District.

**2.1.5.7** Where requested by District, costs or expenses incurred by Developer in performing design services for the design-build systems.

**2.1.5.8** Other costs incurred in the performance of the Work if, and to the extent, approved in advance by District.

**2.1.5.9** Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and/or property.

**2.1.5.10** Provided all other eligible costs have been deducted from the contingency and as part of the calculation of amounts due Developer for Final Payment, costs of repairing and correcting damaged or non-conforming Work executed by the Developer, Subcontractors or suppliers, providing that such damage or non-conforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Developer and only to the extent that the cost of repair or correction is not recovered by the Developer from insurance, sureties, Subcontractors or suppliers.

#### **2.1.6 Contingency**

**2.1.6.1** The Guaranteed Maximum Price includes a Contingency of Five percent (5%) of the Cost of the Work as described in Section 2.1.1, 2.1.2, and 2.1.3 for potential additional construction costs for unforeseen conditions that occur over the course of construction and/or scope gaps between the subcontract categories of the Work.

**2.1.6.2** The Contingency is not intended for such things as scope changes.

**2.1.6.3** The Contingency shall not be used without the agreement of the District.

**2.1.6.4** The unused portion of the Contingency shall be considered as cost savings and retained by the District at the end of the Project.

#### **2.1.7 Developer's Fee**

Four and seventy five hundredths percent (4.75%) of the Cost of the Work as described in Section 2.1.1, 2.1.2, 2.1.3, 2.1.4., 2.1.5, and 2.1.6.

#### **2.1.8 Excluded Costs**

The following items are considered general overhead items and shall not be billed to the District:

**2.1.8.1** Salaries and other compensation of the Developer's personnel stationed at Developer's principal office or offices other than the Project Field Office, except as specifically provided in Subparagraphs 2.1.3.2. and 2.1.3.4.



**2.1.8.2** Expenses of the Developer's principal office and offices other than the Project Field Office.

**2.1.8.3** Overhead and general expenses, except as may be expressly included in this Section 2.

**2.1.8.4** The Developer's capital expenses, including interest on the Developer's capital employed for the Work.

**2.1.8.5** Costs that would cause the any Phase GMP or Guaranteed Maximum Price (as adjusted by Change Order) to be exceeded.

## **2.2 Bonds and Insurance**

For insurance and bonds required under this Facilities Lease (exclusive of those required by Subcontractors, which costs are included in the subcontract amounts), that portion of insurance and bond premiums which are directly attributable to this Contract, which shall be calculated at a rate of two and seventy two hundredths percent (2.72%) of the Cost of the Work as described in Section 2.1 for insurance and one percent (1%) of the Cost of the Work as described in Section 2.1 for payment and performance bonds.

**2.3** The Guaranteed Maximum Price will consist of the amounts to be identified in **Attachment 2** to this **Exhibit C**. Except as indicated herein for modifications to the Project approved by the District, Developer will not seek additional compensation from District in excess of Guaranteed Maximum Price. District shall pay the Guaranteed Maximum Price to Developer in the form of Tenant Improvement Payments and Lease Payments as indicated herein.

## **2.4 Total Payment**

In no event shall the cumulative total of the Tenant Improvement Payments and the Lease Payments ever exceed the Guaranteed Maximum Price to be defined, as may be modified pursuant to **Exhibit D** to the Facilities Lease.

## **2.5 Changes to Guaranteed Maximum Price**

**2.5.1** The Parties acknowledge that the Guaranteed Maximum Price, including all Phase GMPs, is based on the Construction Documents, including the plans and specifications, as identified in **Exhibit D** to the Facilities Lease.

**2.5.2** As indicated in the Facilities Lease, the Parties may add to or remove from the project specific scopes of work. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Maximum Price, or any Phase GMPs. If a cost impact of a change is agreed to by the Parties, it shall be paid upon the payment request from the Developer for the work that is the subject of the change in accordance with the provisions of **Exhibit D**. The amount of any change to the Guaranteed Maximum Price and/or Phase GMP shall be calculated in accordance with the provisions of **Exhibit D** to this Facilities Lease.

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**RECITALS**

**WHEREAS**, the Parties entered into a Facilities Lease, dated December 16, 2020, pertaining to the Del Sol High School Project ("Project"), located at a parcel of land northeast of Rose Avenue and Camino Del Sol, Oxnard, CA 93030, to be known as Del Sol High School, ("Project Site"); and

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**TERMS**

Section I. Amendment of Facilities Lease.

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2. **Exhibit C** (Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions) to the Facilities Lease is amended such that the existing Exhibit C is struck and replaced with the amended Exhibit C, which is attached hereto as **EXHIBIT "1"** and incorporated herein by this reference. All references to Exhibit C in the Facilities Lease shall mean and refer to Exhibit "1" hereto.

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**ACCEPTED AND AGREED** on the date indicated below:

Dated: 4/29, 2021

OXNARD UNION HIGH SCHOOL DISTRICT

By: [Signature]

Name: DR. TOM MCCOY

Title: Superintendent

Dated: April 29, 2021

BALFOUR BEATTY CONSTRUCTION, LLC

By: [Signature]

Name: Brian H. Cahill

Title: President, California Div.

**EXHIBIT "1"**

**EXHIBIT C**

**GUARANTEED MAXIMUM PRICE AND  
OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS**

**See attached.**

## **EXHIBIT C**

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The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). The Allowances are included in the Guaranteed Maximum Price. Any unused Allowance or unused portion thereof shall be deducted from the Cost of the Work pursuant to **Exhibit D** to this Facilities Lease to the benefit of the District.

#### **2.1.5 Miscellaneous Costs**

**2.1.5.1** Where not included in the General Conditions, and with the prior approval of District, costs of document reproductions (photocopying and blueprinting expenses), long distance telephone call charges, postage, overnight and parcel delivery charges, telephone costs including cellular telephone charges, facsimile or other communication service at the Project site, job photos and progress schedules, and reasonable petty cash expenses of the site office. Developer shall consult with District to determine whether District has any vendor relationships that could reduce the cost of these items and use such vendors whenever possible.

**2.1.5.2** Sales, use, gross receipts, local business and similar taxes imposed by a governmental authority that are related to the Work.

**2.1.5.3** Fees and assessments for permits, plan checks, licenses and inspections for which Developer is required by the Contract Documents to pay including, but not limited to, permanent utility connection charges, street use permit, street use rental, OSHA permit and sidewalk use permit and fees.

**2.1.5.4** Fees of laboratories for tests required by the Contract Documents.

**2.1.5.5** Deposits lost for causes other than the Developer's or its subcontractors' negligence or failure to fulfill a specific responsibility to the District as set forth in the Contract Documents.

**2.1.5.6** Expenses incurred in accordance with the Developer's standard personnel policy for relocation and temporary living allowances of personnel required for the Work if approved in advance by District.



**2.1.5.7** Where requested by District, costs or expenses incurred by Developer in performing design services for the design-build systems.

**2.1.5.8** Other costs incurred in the performance of the Work if, and to the extent, approved in advance by District.

**2.1.5.9** Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and/or property.

**2.1.5.10** Provided all other eligible costs have been deducted from the contingency and as part of the calculation of amounts due Developer for Final Payment, costs of repairing and correcting damaged or non-conforming Work executed by the Developer, Subcontractors or suppliers, providing that such damage or non-conforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Developer and only to the extent that the cost of repair or correction is not recovered by the Developer from insurance, sureties, Subcontractors or suppliers.

## **2.1.6 Contingency**

**2.1.6.1** The Guaranteed Maximum Price includes a Contingency of Five percent (5%) of the Cost of the Work as described in Section 2.1.1, 2.1.2, and 2.1.3 for potential additional construction costs for unforeseen conditions that occur over the course of construction and/or scope gaps between the subcontract categories of the Work.

**2.1.6.2** The Contingency is not intended for such things as scope changes.

**2.1.6.3** The Contingency shall not be used without the agreement of the District.

**2.1.6.4** The unused portion of the Contingency shall be considered as cost savings and retained by the District at the end of the Project.

## **2.1.7 Developer's Fee**

Four and seventy five hundredths percent (4.75%) of the Cost of the Work as described in Section 2.1.1, 2.1.2, 2.1.3, 2.1.4., 2.1.5, and 2.1.6.

## **2.1.8 Excluded Costs**

The following items are considered general overhead items and shall not be billed to the District:

**2.1.8.1** Salaries and other compensation of the Developer's personnel stationed at Developer's principal office or offices other than the Project Field Office, except as specifically provided in Subparagraphs 2.1.3.2. and 2.1.3.4.

**2.1.8.2** Expenses of the Developer's principal office and offices other than the Project Field Office.

**2.1.8.3** Overhead and general expenses, except as may be expressly included in this Section 2.

**2.1.8.4** The Developer's capital expenses, including interest on the Developer's capital employed for the Work.

**2.1.8.5** Costs that would cause the any Phase GMP or Guaranteed Maximum Price (as adjusted by Change Order) to be exceeded.

## **2.2 Bonds and Insurance**

For insurance and bonds required under this Facilities Lease (exclusive of those required by Subcontractors, which costs are included in the subcontract amounts), that portion of insurance and bond premiums which are directly attributable to this Contract, which shall be calculated at a rate of two and seventy two hundredths percent (2.72%) of the Cost of the Work as described in Section 2.1 for insurance and one percent (1%) of the Cost of the Work as described in Section 2.1 for payment and performance bonds.

**2.3** The Guaranteed Maximum Price will consist of the amounts to be identified in **Attachment 2** to this **Exhibit C**. Except as indicated herein for modifications to the Project approved by the District, Developer will not seek additional compensation from District in excess of Guaranteed Maximum Price. District shall pay the Guaranteed Maximum Price to Developer in the form of Tenant Improvement Payments and Lease Payments as indicated herein.

## **2.4 Total Payment**

In no event shall the cumulative total of the Tenant Improvement Payments and the Lease Payments ever exceed the Guaranteed Maximum Price to be defined, as may be modified pursuant to **Exhibit D** to the Facilities Lease.

## **2.5 Changes to Guaranteed Maximum Price**

**2.5.1** The Parties acknowledge that the Guaranteed Maximum Price, including all Phase GMPs, is based on the Construction Documents, including the plans and specifications, as identified in **Exhibit D** to the Facilities Lease.

**2.5.2** As indicated in the Facilities Lease, the Parties may add to or remove from the project specific scopes of work. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Maximum Price, or any Phase GMPs. If a cost impact of a change is agreed to by the Parties, it shall be paid upon the payment request from the Developer for the work that is the subject of the change in accordance with the provisions of **Exhibit D**. The amount of any change to the Guaranteed Maximum Price and/or Phase GMP shall be calculated in accordance with the provisions of **Exhibit D** to this Facilities Lease.

**2.5.3** The Parties agree to reduce the Guaranteed Maximum Price, or Phase GMP as appropriate, for the unused portion of the Developer Contingency, if any.

#### **2.5.4 Cost Savings**

Developer shall work cooperatively with Architect, Construction Manager, subcontractors and District, in good faith, to identify appropriate opportunities to reduce the Project costs and promote cost savings. Any identified cost savings from the Guaranteed Maximum Price shall be identified by Developer, and approved in writing by the District. In the event Developer realizes a savings on any aspect of the Project, such savings shall be added to the Contingency and expended consistent with the Contingency. In addition, any portion of Allowance remaining after completion of the Project shall be added to the Contingency. If any cost savings require revisions to the Construction Documents, Developer shall work with the District and Architect with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. Developer shall be entitled to an adjustment of Contract Time for delay in completion caused by any cost savings adopted by District pursuant to **Exhibit D**, if requested in writing before the approval of the cost savings.

**2.5.5** If the District exercises its Purchase Option pursuant to this **Exhibit C**, any reduction in the Guaranteed Maximum Price resulting from that exercise of the Purchase Option, if any, shall be retained in full by the District and shall not be shared with the Developer.

### **3. Tenant Improvement Payments**

Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Developer an amount equal to the Guaranteed Maximum Price as modified pursuant to the terms of the Facilities Lease, including **Exhibit C** and **Exhibit D**, less the Lease Payments ("Tenant Improvement Payments"). The District shall withhold an amount equal to one-fourth (¼) of the Loan Amount as indicated in **Attachment 3** to **Exhibit C** from the last four (4) payments to Developer for its Work on the Project. Otherwise, the Tenant Improvement Payments will be processed based on the amount of Work performed according to the Developer's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease, including withholding for or escrow of retention of five percent (5%) of the Guaranteed Maximum Price. The withholding for the Loan Amount shall be separate from and in addition to withholding for or escrow of retention.

### **4. Lease Payments**

Upon execution of the Memorandum of Commencement Date, the form of which is attached to the Facilities Lease as **Exhibit E**, the District shall commence making lease payments to Developer in accordance with the Schedule attached hereto as **Attachment 3**.

**4.1** The Lease Payments shall be consideration for the District's rental, use, and occupancy of the Project and the Project Site and shall be made in monthly installments as indicated in the Schedule of Lease Payments attached hereto as **Attachment 3** for the duration of the lease term of one (1) year, with the first Lease

Payment due ninety (90) days after execution of the Memorandum of Commencement Date.

**4.2** The District represents that the annual Lease Payment obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

#### **4.3 Fair Rental Value**

District and Developer have agreed and determined that the total Lease Payments constitute adequate consideration for the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the District and the general public.

#### **4.4 Each Lease Payment Constitutes a Current Expense of the District**

**4.4.1** The District and Developer understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes 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 limitation or requirement 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.

**4.4.2** Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

**4.4.3** The District covenants to take all necessary actions to include the Lease Payments in each of its final approved annual budgets.

**4.4.4** The District further covenants to make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments that come due and payable during the period covered by each such budget. Developer acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

**4.4.5** The Developer cannot, under any circumstances, accelerate the District's payments under the Facilities Lease.

**5. District's Purchase Option**

**5.1** If the District is not then in uncured Default hereunder, the District shall have the option to purchase not less than all of the Project in its "as-is, where-is" condition and terminate this Facilities Lease and Site Lease by paying the balance of the "Loan Amount" identified in **Attachment 3**, which is exclusive of interest that would have otherwise been owed, as of the date the option is exercised ("Option Price"). Said payment shall be made on or before the date on which the District's lease payment would otherwise be due for that month ("Option Date").

**5.2** District shall provide to Developer a written notice no less than ten (10) days prior to the Option Date. The notice will include that District is exercising its option to purchase the Project as set forth above on the Option Date. If the District exercises this option, the District shall pay directly to Developer the Option Price on or prior to the Option Date and Developer shall at that time deliver to District an executed Termination Agreement and Quitclaim Deed in recordable form to terminate this Facilities Lease and the Site Lease. District may record all such documents at District's cost and expense.

**5.3** Under no circumstances can the first Option Date be on or before ninety (90) days after the Developer completes the Project and the District accepts the Project.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

**ATTACHMENT 1**

**GENERAL CONDITIONS COSTS**

<b>General Conditions Cost</b>	<b>\$12,500,000</b>
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**GENERAL CONDITIONS INCLUDED**

<b>Description</b>	<b>Description</b>
Principal in Charge	Office Toilets (OWNER)
Project Executive	Office Toilets & Eyewash (GC)
Senior Project Manager	Temp Sewer Connection / Tank for Trailers
Project Manager # 1	Temp Power set up/Consumption for Trailers
Project Manager # 2	Temp Water Set up/Consumption for Trailers
Assistant Project Manager	Office/Trailer Supplies
Project Engineer # 1	Office/Trailer Equipment - Copiers/Printers/Monitors
Project Engineer # 2	Clean field offices
Project Engineer # 3	Security System for Trailers
Project Administration Assistant	Ice, water, cups for Trailers
Project Accountant	Fire Extinguishers for Trailers
General Superintendent	Signs for Trailers/Laydown
Superintendent # 1 / SWPPPS	Safety Equip/Supplies (incl owner office kit)
Superintendent # 2	Office Equipment (Printer/Copier) - Balfour Beatty
Assistant Superintendent # 1 / SWPPPS	Office Trailer Telephone Monthly Charges
Assistant Superintendent # 2	Dumpsters for Office Trailers
Assistant Superintendent # 3	Labor compliance Tracking (LCP Tracker)
QA/QC Manager	Textura Billing Systems
Safety Manager	Postage/Shipping
Computer Equip/Supplies/Mobile Phones/Tablets	Printing/Reproduction
Vehicles and Fuel	Travel/Meals
Field Vehicles	Small Tools
Temp Fence At Trailers/laydown areas	Misc Closeout services, warranty
Office/Trailer Expense (OWNER)	IT services and support services
Office/Trailer Expense (BB)	Subcontract administration and related services
Trailer Takedown (OWNER)	Project Scheduling Services,
Trailer Takedown (BB)	Project Safety management/training
Temp Furniture (OWNER) - IN PRECON	Project VDC/BIM Services
Temp Furniture (BB) - IN PRECON	
<b>* All other G.R. requirements needed will be by trade bid package</b>	



**ATTACHMENT 2****GUARANTEED MAXIMUM PRICE****Preliminary Phase GMP - Phases 1A, 1B, and 2**

<b>OUHSD - DEL SOL HIGH SCHOOL</b>	
	<b>Revised Preliminary GMP 4-19-21</b>
<b>Subcontractor Budget</b>	<b>\$123,363,871</b>
<b>Offsite Allowance</b>	<b>\$20,000,000</b>
<b>Subtotal Subcontracted Costs</b>	<b>\$143,363,871</b>
<b>BBC General Conditions</b>	<b>\$12,500,000</b>
<b>Lease Payments</b>	<b>\$0</b>
<b>SUBTOTAL HARD COSTS</b>	<b>\$155,863,871</b>
<b>Owner Directed Allowance</b>	<b>\$575,000</b>
<b>Contingency (5%)</b>	<b>\$7,168,194</b>
<b>CONSTRUCTION COSTS WITH CONTINGENCIES</b>	<b>\$163,607,065</b>
<b>General Liability/ WC Ins. and Builders Risk (2.72%)</b>	<b>\$4,841,600</b>
<b>SUBTOTAL COSTS WITH INSURANCE</b>	<b>\$168,448,665</b>
<b>Builders Overhead and Fee (4.75%)</b>	<b>\$7,771,336</b>
<b>SUBTOTAL CONSTRUCTION COSTS WITH FEE, GC'S, AND INSURANCE</b>	<b>\$176,220,000</b>
<b>Bond (1%)</b>	<b>\$1,780,000</b>
<b>SUBTOTAL CONSTRUCTION COSTS WITH BONDS</b>	<b>\$178,000,000</b>
<b>Preconstruction Services</b>	<b>\$388,157</b>
<b>TOTAL PRELIMINARY GMP</b>	<b>\$178,388,157</b>

**Phase GMP – Phase 3**

To be attached.

**Phase GMP – Phase 4**

To be attached.



**ATTACHMENT 2 - PAGE 2**  
**OUHSD - DEL SOL HIGH SCHOOL**  
**ADD PHASES - PRELIMINARY ESTIMATE**

	Preliminary Phase GMP Phase 1a, 1b, 2 (Main Gym) Plus Precon Services	Phase 3 - Ballfields (Prelim Estimate)	Phase 3a - Stadium (Prelim Estimate)	Phase 4 - Pool Complex (Prelim Estimate)	Phase 4a - Bldg B Performing Arts Center (Prelim Estimate)	Phase 4b Aux. Gym (Prelim Estimate)	Phase 5 - Add Building H and L (Prelim Estimate)
Estimated Trade Costs							
VE # 1 - Delete Bldg B Performing Arts Center (PAC) and Bldg C Auxiliary Gym	\$ 157,363,871	\$ 11,300,000	\$ 9,800,000	\$ 11,300,000	\$ 16,200,000	\$ 1,800,000	\$ 14,000,000
VE # 1b - Delete Bldg H and Bldg L	\$ (18,000,000)						
	\$ (14,000,000)						
Preliminary VE Items 2-6							
(VE # 2 - Eliminate Dri-Design Panels)	\$ (4,000,000)						
(VE # 3 - Eliminate Hunter Douglas Ceiling Panels)							
(VE # 4 - Eliminate Color and Multiple Finished Site Concrete)							
(VE # 5 - Eliminate Plaster over CMU at Gym and Other Areas)							
(VE # 6 - Eliminate All Exterior Perforated Building Sun Shades and HSS Sunscreens)							
Add Multi-Use Grass Area							
Phase 1b - Offsite Allowance	\$ 2,000,000						
	\$ 20,000,000						
Subtotal Subcontracted Costs	\$ 143,363,871	\$ 11,300,000	\$ 9,800,000	\$ 11,300,000	\$ 16,200,000	\$ 1,800,000	\$ 14,000,000
Balfour Beatty General Conditions (Calculated as 7% of Sub. Costs)	\$ 13,556,612	\$ 791,000	\$ 686,000	\$ 791,000	\$ 1,134,000	\$ 126,000	\$ 980,000
Balfour Beatty GC's Deduct for reduced duration (38 mths to 30 mths)	\$ (1,056,612)						
SUBTOTAL HARD COSTS	\$ 155,863,871	\$ 12,091,000	\$ 10,486,000	\$ 12,091,000	\$ 17,334,000	\$ 1,926,000	\$ 14,980,000
Owner Directed Allowances (RFQ/P Addendum # 3)	\$ 575,000						
Contingency (5%)	\$ 7,168,194	\$ 565,000	\$ 490,000	\$ 565,000	\$ 810,000	\$ 90,000	\$ 700,000
CONSTRUCTION COSTS WITH CONTINGENCIES	\$ 163,607,065	\$ 12,656,000	\$ 10,976,000	\$ 12,656,000	\$ 18,144,000	\$ 2,016,000	\$ 15,680,000
General Liability/ WC Ins. and Builders Risk (2.72%)	\$ 4,841,600	\$ 376,099	\$ 326,174	\$ 376,099	\$ 539,186	\$ 59,910	\$ 465,963
SUBTOTAL COSTS WITH INSURANCE	\$ 168,448,665	\$ 13,032,099	\$ 11,302,174	\$ 13,032,099	\$ 18,683,186	\$ 2,075,910	\$ 16,145,963
Builders Overhead and Fee (4.75%)	\$ 7,771,336	\$ 656,790	\$ 569,606	\$ 656,790	\$ 941,593	\$ 104,621	\$ 813,722
SUBTOTAL CONSTRUCTION COSTS WITH FEE, GC'S, AND INSURANCE	\$ 176,220,000	\$ 13,688,889	\$ 11,871,780	\$ 13,688,889	\$ 19,624,779	\$ 2,180,531	\$ 16,959,685
BONDS @ 1.0%	\$ 1,780,000	\$ 138,272	\$ 119,917	\$ 138,272	\$ 198,230	\$ 22,026	\$ 171,310
SUBTOTAL CONSTRUCTION COSTS WITH BONDS	\$ 178,000,000	\$ 13,827,160	\$ 11,991,697	\$ 13,827,160	\$ 19,823,009	\$ 2,202,557	\$ 17,130,995
Preconstruction Services	\$ 388,157						
TOTAL PRELIMINARY GMP	\$ 178,388,157						
Estimated Escalation (5%)		\$ 691,358	\$ 599,585	\$ 691,358	\$ 991,150	\$ 110,128	\$ 856,550
TOTAL		\$ 14,518,519	\$ 12,591,282	\$ 14,518,519	\$ 20,814,159	\$ 2,312,684	\$ 17,987,545



**ATTACHMENT 3**  
**SCHEDULE OF LEASE PAYMENTS**

**Amortization Schedule**

Loan Amount:     \$1,100,000.00  
Interest:            5.00% Annual  
Term in Months    12.00  
Payment  
Frequency           Monthly

<b><u>Payment</u></b>	<b><u>Monthly Payment</u></b>	<b><u>Principal Payment</u></b>	<b><u>Interest Payment</u></b>	<b><u>Balance</u></b>
1	\$94,168.23	\$89,584.90	\$4,583.33	\$1,010,415.10
2	\$94,168.23	\$89,958.17	\$4,210.06	\$920,456.94
3	\$94,168.23	\$90,332.99	\$3,835.24	\$830,123.94
4	\$94,168.23	\$90,709.38	\$3,458.85	\$739,414.56
5	\$94,168.23	\$91,087.34	\$3,080.89	\$648,327.23
6	\$94,168.23	\$91,466.87	\$2,701.36	\$556,860.36
7	\$94,168.23	\$91,847.98	\$2,320.25	\$465,012.38
8	\$94,168.23	\$92,230.68	\$1,937.55	\$372,781.70
9	\$94,168.23	\$92,614.97	\$1,553.26	\$280,166.73
10	\$94,168.23	\$93,000.87	\$1,167.36	\$187,165.86
11	\$94,168.23	\$93,388.37	\$779.86	\$93,777.49
12	\$94,168.23	\$93,777.49	\$390.74	\$0
<b>Totals</b>	<b>\$1,130,018.76</b>	<b>\$1,100,000.00</b>	<b>\$30,018.76</b>	

**WORKERS' COMPENSATION CERTIFICATION**

Project/Contract No. 631 between the Oxnard Union High School District ("District") and Balfour Beatty Construction, LLC ("Developer").

Labor Code section 3700, in relevant part, provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

Developer must be aware of the provisions of section 3700 of the 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, Developer is required to comply with such provisions before commencing the performance of the Work of this Contract.

Date: April 27, 2021

Name of Developer: Balfour Beatty Construction, LLC

Signature: 

Print Name: Brian Cahill

Title: President, California Division

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8. Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 1st day of April, 2021.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsclaims@zurichna.com](mailto:www.reportsclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

Project/Contract No. 631 between the Oxnard Union High School District ("District") and Balfour Beatty Construction, LLC ("Developer").

Developer is required to conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: April 27, 2021

Name of Developer: Balfour Beatty Construction, LLC

Signature: 

Print Name: Brian Cahill

Title: President, California Division

END OF DOCUMENT

**DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION  
CERTIFICATION**

PROJECT/CONTRACT NO. 631 between the Oxnard Union High School District ("District") and Balfour Beatty Construction, LLC ("Developer") ("Contract" or "Project").

**GENERAL INSTRUCTIONS**

Section 17076.11 of the Education Code requires school districts using, or planning to use, funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, the Developer awarded the Contract must submit this document to the District after issuance of the Notice of Award After Guaranteed Maximum Price, identifying the steps contractor took to solicit DVBE participation in conjunction with this Contract. **This form must be provided to the District no later than four (4) calendar days after bid opening.**

**PART I – Method of Compliance with DVBE Participation Goals.** Check the appropriate box to indicate your method of committing the contract dollar amount.

<b>YOUR BUSINESS ENTERPRISE IS:</b>	<b>AND YOU WILL</b>	<b>AND YOU WILL</b>
<b>A. <input type="checkbox"/> Disabled veteran owned and your forces will perform at least 3% of this Contract</b>	Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services ("OSDS")*	Complete Part 1 of this form and the Certification
<b>B. <input type="checkbox"/> Disabled veteran owned but is unable to perform 3% of this Contract with your forces</b>	Use DVBE subcontractors /suppliers to bring the Contract participation to at least 3%	Include a copy of each DVBE's letter from OSDS (including yours, if applicable), and complete Part 1 of this form and the Certification
<b>C. <input type="checkbox"/> NOT disabled veteran owned</b>	Use DVBE subcontractors /suppliers for at least 3% of this Contract	
<b>D. <input checked="" type="checkbox"/> Unable to meet the required participation goals after good faith efforts</b>	Make good faith efforts, including contacts, advertisement and DVBE solicitation	Complete all of this form and the Certification

\* A DVBE letter from OSDS is obtained from the participating DVBE.

**You must complete the following table to show the dollar amount of DVBE participation:**

	<b>TOTAL CONTRACT PRICE</b>
<b>A. Prime Bidder, if DVBE (own participation)</b>	\$
<b>B. DVBE Subcontractor or Supplier</b>	
A.	
B.	
C.	
D.	
<b>C. Subtotal (A &amp; B)</b>	
<b>D. Non-DVBE</b>	
<b>E. Total Bid</b>	

**PART II – Contacts.** To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

<b>CATEGORY</b>	<b>TELEPHONE NUMBER</b>	<b>DATE CONTACTED</b>	<b>PERSON CONTACTED</b>
1. The District, if any	(805) 385-2519		* Deanna Rantz
2. OSDS, provides assistance locating DVBEs at <a href="https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx">https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx</a>	(916) 375-4940		* Mylee Moua
3. DVBE Organization (List) <a href="https://www.veteranownedbusiness.com/naics/">https://www.veteranownedbusiness.com/naics/</a>	877-862-5478		* recorded message
The Elite SDVOB Network	619-284-9922		Bob Mulz

\*Write "recorded message" in this column, if applicable.



**PART III – Advertisement.** You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least fourteen (14) days prior to bid/proposal opening; if you cannot advertise fourteen (14) days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and your firm’s name, your contact person, and telephone number. Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	
Compliance News Publishing Company	x	x	1/28/2021
Compliance News Publishing Company	x	x	2/4/2021

**PART IV – DVBE Solicitations.** List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....		AND.....	
was selected to participate	Check "YES" in the "SELECTED" column		include a copy of their DVBE letter(s) from OSDS	
was <b>NOT</b> selected to participate	Check "NO" in the "SELECTED" column		state why in the "REASON NOT SELECTED" column	
did not respond to your solicitation	Check the "NO RESPONSE" column.			
DVBE CONTACTED		SELECTED		REASON NOT SELECTED
		YES	NO	NO RESPONSE

A copy of this form must be retained by you and may be subject to a future audit.

**CERTIFICATION**

I, Brian H. Cahill certify that I am Developer's President, California Division and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

Date: April 27, 2021

Name of Developer: Balfour Beatty Construction, LLC

Signature: 

Print Name: Brian H. Cahill

Title: President, California Division

END OF DOCUMENT



**DRUG-FREE WORKPLACE CERTIFICATION**

Project/Contract No. 631 between the Oxnard Union High School District ("District") and Balfour Beatty Construction, LLC ("Developer").

This Drug-Free Workplace Certification is required to be acknowledge by the contractor pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug- Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Developer must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Developer shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace.
  - ii. The person's or organization's policy of maintaining a drug-free workplace.
  - iii. The availability of drug counseling, rehabilitation, and employee- assistance programs.
  - iv. The penalties that may be imposed upon employees for drug abuse violations.

- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

Developer is required to fulfill the terms and requirements of Government Code section 8355 listed above and to publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

If the Developer violates this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. Furthermore, if Developer violates the terms of the Drug-Free Workplace Act of 1990, Developer may be subject to debarment in accordance with the requirements of the aforementioned Act.

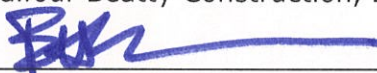
Developer is required to adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date:

April 27, 2021

Proper Name of Developer: Balfour Beatty Construction, LLC

Signature:



Print Name:

Brian Cahill

Title:

President, California Division

END OF DOCUMENT

**TOBACCO-FREE ENVIRONMENT CERTIFICATION**

Project/Contract No. 631 between the Oxnard Union High School District ("District") and Balfour Beatty Construction, LLC ("Developer").

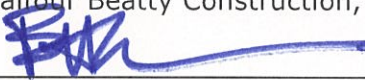
This Tobacco-Free Environment Certification is required to be acknowledge by the contractor.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco- free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school- owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

Developer must acknowledge the District's policy regarding tobacco-free environments at District sites, including the Project site. Developer is required to adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date: April 27, 2021

Proper Name of Developer: Balfour Beatty Construction, LLC

Signature: 

Print Name: Brian Cahill

Title: President, California Division

END OF DOCUMENT



**HAZARDOUS MATERIALS CERTIFICATION**

Project/Contract No. 631 between the Oxnard Union High School District ("District") and Balfour Beatty Construction, LLC ("Developer").

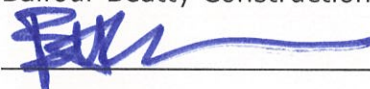
1. Developer must certify that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations, ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Developer's work on the Project for District.
2. Developer must certify that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Developer if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing New Hazardous Material will be immediately rejected and this Work will be removed at Developer's expense at no additional cost to the District.
6. Developer must read and understood the document titled Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date:

April 27, 2021

Proper Name of Developer: Balfour Beatty Construction, LLC

Signature:



Print Name:

Brian Cahill

Title:

President, California Division

END OF DOCUMENT

**CRIMINAL BACKGROUND INVESTIGATION**  
**/FINGERPRINTING CERTIFICATION**

Project/Contract No. 631 between the Oxnard Union High School District ("District") and Balfour Beatty Construction, LLC ("Developer").

Developer is required to certify to the governing board of the District as follows:

That I am a representative of Developer currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Developer.

Developer certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

- ☐ Developer is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Developer's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Developer's fingerprints as if he or she was an employee of the District.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

- ☐ Developer, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Developer'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 section 45122.1. A complete and accurate list of Developer's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- ☐ Pursuant to Education Code section 45125.2, Developer has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Developer's employees and District pupils at all times; and/or
- ☒ Pursuant to Education Code section 45125.2, Developer certifies that all employees will be under the continual supervision of, and monitored by, an employee of Developer who the California Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Developer's and its subcontractors' employees is:

Name: Ray Purcell

Title: Sr. Superintendent

**NOTE:** If Developer is a sole proprietor, and elects the above option, Developer must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with



Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Developer's fingerprints as if he or she was an employee of the District.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

- ☐ The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) Developer's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Developer under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

Developer'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 Developer.

Date: April 27, 2021

Proper Name of Developer: Balfour Beatty Construction, LLC

Signature: 

Print Name: Brian Cahill

Title: President, California Division

END OF DOCUMENT

**REGISTERED SUBCONTRACTORS LIST**  
**(Labor Code Section 1771.1)**

PROJECT: Del Sol High School Project

Date Submitted (for Updates): April 27, 2021

Developer acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Developer or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Developer acknowledges and agrees that, if Developer fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Developer will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

**BP 01 Subcontractor Name:** Crew, Inc. **No subs Listed**

DIR Registration #: 1000000685

Portion of Work: Site Clearing and Earthwork

**BP 02 Subcontractor Name:** Santa Clarita Concrete

DIR Registration #: 1000002536

Portion of Work: Structural and Interior Concrete

**Subcontractor Name:** Next Century Rebar

DIR Registration #: 1000624927

Portion of Work: Steel Reinforcing

**Subcontractor Name:** 2S2G

DIR Registration #: 1000001957

Portion of Work: Concrete Polishing

**BP 03**    **Subcontractor Name:** Santa Clarita Concrete  
  
DIR Registration #: 1000002536  
  
Portion of Work: Site Concrete

**Subcontractor Name:** CMC Rebar  
  
DIR Registration #: 1000000298  
  
Portion of Work: Steel Reinforcing

**BP 04**    **Subcontractor Name:** Haxton Masonry    **No subs listed**  
  
DIR Registration #: 1000002517  
  
Portion of Work: Masonry

**BP 05**    **Subcontractor Name:** Kern Steel Fabrication, Inc.  
  
DIR Registration #: 1000012598  
  
Portion of Work: Structural Steel and Steel Decking

**Subcontractor Name:** Bragg Investment Company, Inc.  
  
DIR Registration #: 1000006206  
  
Portion of Work: Erection

**Subcontractor Name:** Infinity Metals, Inc  
  
DIR Registration #: 1000006206  
  
Portion of Work: Metal Deck

**BP 07**    **Subcontractor Name:** Standard Drywall, Inc.  
  
DIR Registration #: 1000000269  
  
Portion of Work: Metal Framing, Insulation, Plaster and Rough Framing

END OF DOCUMENT



**Subcontractor Name:** Southwest Specialty Contractors

DIR Registration #: 1000025766

Portion of Work: Insulation and Fire/Acoustic Caulking

**Subcontractor Name:** Tarlton and Son, Inc

DIR Registration #: 1000004368

Portion of Work: Lath, Plaster, Rigid Insulation and Air Barrier

**Subcontractor Name:** Commercial Scaffolding of California, Inc

DIR Registration #: 1000001499

Portion of Work: Scaffolding

**BP 09 Subcontractor Name:** Commercial Roofing Systems, Inc. No subs listed

DIR Registration #: 1000000838

Portion of Work: Roofing

**BP 10 Subcontractor Name:** A. Preman Roofing, Inc. No subs listed

DIR Registration #: 1000006355

Portion of Work: Sheet Metal, Metal Panels, and Gutter and Downspouts

**BP 11 Subcontractor Name:** Star Hardware, Inc.

DIR Registration #: 1000005159

Portion of Work: HM Door and Frames

**Subcontractor Name:** Mckeon Door West

DIR Registration #: 1000010500

Portion of Work: Acoustic OH Rollup Doors

END OF DOCUMENT

**Subcontractor Name:** Overhead Door Systems

DIR Registration #: 1000005594

Portion of Work: OH Rollup Doors/Sectional Doors/ OH Coiling Grilles

**BP 12 Subcontractor Name:** Velocity Glazing **No subs listed**

DIR Registration #: 1000041885

Portion of Work: Aluminum Storefronts and Entrances, Windows and Glazing

**BP 13 Subcontractor Name:** RM Fire Protection Inc. **No subs listed**

DIR Registration #: 1000006192

Portion of Work: Fire Suppression

**BP 14 Subcontractor Name:** Boneso Brothers Construction, Inc.

DIR Registration #: 1000002897

Portion of Work: Plumbing

**Subcontractor Name:** Karcher Interior Systems

DIR Registration #: 1000000473

Portion of Work: Firestopping

**Subcontractor Name:** P&E Insulation

DIR Registration #: 1000001774

Portion of Work: Insulation

**BP 15 Subcontractor Name:** ACH Mechanical

DIR Registration #: 1000003396

Portion of Work: HVAC

END OF DOCUMENT

**Subcontractor Name:** Russel Sigler, Inc.

DIR Registration #: 1000005440

Portion of Work: Energy Management and Control System

**Subcontractor Name:** Zolnay Insulation, Inc.

DIR Registration #: 1000005300

Portion of Work: Mechanical Insulation

**Subcontractor Name:** Los Angeles Air Balance Co, inc.

DIR Registration #: 1000004731

Portion of Work: Test and Air Balance

**BP 16 Subcontractor Name:** Taft Electric Company

DIR Registration #: 1000000149

Electrical, Communication, Intrusion Detection, Fire Alarm and Elevator  
Portion of Work:

**Subcontractor Name:** Kone, Inc.

DIR Registration #: 1000003806

Portion of Work: Elevator

**Subcontractor Name:** DNG

DIR Registration #: 1000001928

Portion of Work: Low Voltage Systems

**BP 17 Subcontractor Name:** Toro Enterprises, Inc. **No subs listed**

DIR Registration #: 1000002410

Portion of Work: Site Utilities

END OF DOCUMENT

**BP 18**    **Subcontractor Name:** CAM Painting, Inc.    **No subs listed**  
DIR Registration #: 1000000989  
Portion of Work: Painting

**BP 19**    **Subcontractor Name:** Elljay Acoustics, Inc.    **No subs listed**  
DIR Registration #: 1000003244  
Portion of Work: Ceilings

**BP 20**    **Subcontractor Name:** Progressive Surface Solutions LLC  
DIR Registration #: 1000042517  
Portion of Work: Ceramic Tile

**Subcontractor Name:** Genesis Flooring Covering, Inc.  
DIR Registration #: 1000004026  
Portion of Work: Quartz Flooring

**BP 21**    **Subcontractor Name:** Continental Flooring  
DIR Registration #: 1000002449  
Portion of Work: Flooring

**Subcontractor Name:** McWil Sports Surfaces  
DIR Registration #: 1000003457  
Portion of Work: Wood Flooring

**Subcontractor Name:** Inland Pacific Tile  
DIR Registration #: 1000000911  
Portion of Work: Marble Thresholds

END OF DOCUMENT