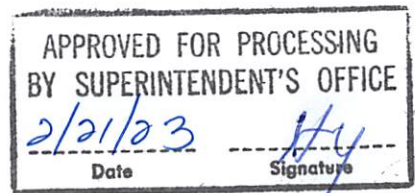


**SimiValleySchools**

**SIMI VALLEY UNIFIED SCHOOL DISTRICT**

**BOARD APPROVED  
ITEMS FROM THE  
2.21.23 BOE  
MEETING**



**TITLE: APPROVAL OF AMENDMENT #1 TO AGREEMENT NO. R22-04448  
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND HMC  
ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING SERVICES  
FOR THE NEW CLASSROOM BUILDING AT ROYAL HIGH SCHOOL**

Business & Facilities  
Consent #4

February 21, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

On March 15, 2022, the Board of Education approved the list of selected architectural and landscaping firms for on-call architectural and landscape services for projects throughout the District. HMC was one of the firms selected.

HMC is providing architectural and engineering services for a new 10 classroom building or complex, including but not limited to the new 10 classroom building(s), outdoor learning environment, restrooms and modernization of the existing site work, parking, ADA path of travel and site work, including a new entrance and loading area adjacent to the East Quad and the student entrance on the south east entrance, etc.

**Fiscal Analysis**

The Contract Price for the Assigned Project is based on the Office of Public-School Construction sliding scale, based on the estimated construction costs. The original construction costs, from Measure X, was estimated at \$7,998,000.00. The current estimate of the project is \$15,596,280.00, based on the LLB Contractor's estimate.

Revised Construction Costs: \$15,596,280.00

75% New Construction – Based on OPSC Fee Structure: \$11,697,210.00

25% Modernization – Based on OPSC Fee Structure: \$3,899,070.00

\$ 674,840.00 Original Contract

\$ 514,977.00 Amendment #1

\$1,189,817.00 Total revised contract, funded with measure X funds.

**Recommendation**

It is recommended that the Board of Education approve the Amendment #1 to HMC Architects agreement R22-04448.

On motion # 101 by Trustee Jubran, seconded by Trustee LaBelle  
and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved  
Amendment #1 to Agreement No. R22-04448 with HMC Architects.

Ayes: Pine  
Smollen Noes: 0 Absent: 0 Abstained: 0  
Jubran  
LaBelle  
Bagdasaryan



**SimiValleySchools**  
SIMI VALLEY UNIFIED SCHOOL DISTRICT

101 W. Cochran Street, Simi Valley, CA 93065  
805.306.4500 ext. 4461

## AMENDMENT

Project Name:	New Classroom Bldg	Amendment #	1
Site:	Royal HS	Board Date:	2/21/2023
To (Consultant):	HMC Architects	Bid #:	
Address:	3546 Concours Street Ontario, CA 91764	Requisition #	R22-04448
		P.O. #:	

### THE CONTRACT HAS CHANGED AS FOLLOWS:

The Contract Price for the Assigned Project is based on the Office of Public-School Construction sliding scale, based on the estimated construction costs. The original construction costs, from Measure X, was estimated at \$7,998,000.00. The current estimate of the project is \$15,596,280.00, based on the LLB Contractor's estimate.

Revised Construction Costs: \$15,596,280.00

75% New Construction – Based on OPSC Fee Structure: \$11,697,210.00

25% Modernization – Based on OPSC Fee Structure: \$3,899,070.00

\$674,840.00 Original Contract

\$514,977.00 Amendment #1

\$1,189,817.00 Total revised contract, funded with measure X funds.



# SimiValleySchools






SIMI VALLEY UNIFIED SCHOOL DISTRICT

101 W. Cochran Street, Simi Valley, CA 93065  
805.306.4500 ext. 4461

Adjustment to Contract Amount		Adjustment to Contract Schedule	
Original Contract Amount:	\$ 674,840.00	Original Contract Start:	Jul-22
Total Prior Change Orders:	\$ -	Original Completion Date:	Feb-24
Contract Sum Prior to this Change Order:	\$ 674,840.00	Total Approved Time Extension to Date:	0
Amount of this Change Order:	\$ 514,977.00	Adjustment per this Change Order:	0
Revised Contract Amount:	\$ 1,189,817.00	New Completion Date:	February 28, 2025

The undersigned Contractor agrees with the foregoing changes to the Contract price and time allowed for completion of the Work, and agrees to furnish all labor, materials, service, and perform all work necessary to complete any additional work specified herein. Changes to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

<u>Brian Meyers</u> HMC Architects	DocuSigned by:  Signature	<u>2/24/2023</u> Date
<u>Jim McGregor</u> Project Coordinator	DocuSigned by:  Signature	<u>2/27/2023</u> Date
<u>Marc Cunningham</u> Construction Project Manager	DocuSigned by:  Signature	<u>2/27/2023</u> Date
<u>Lori Rubenstein</u> Bond Program Manager	DocuSigned by:  Signature	<u>2/27/2023</u> Date
<u>Ron Todo</u> Associate Superintendent, Business & Facilities	DocuSigned by:  Signature	<u>2/27/2023</u> Date



**Certificate Of Completion**

Envelope Id: 1DEADF6D3A034E1CB341CB71E52E87DD

Status: Completed

Subject: Complete with DocuSign: RHS New CR Bldg - HMC R22-04448 AMENDMENT #1 revised.pdf

Source Envelope:

Document Pages: 2

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bond Contracts

AutoNav: Enabled

Simi Valley Unified School District

Enveloped Stamping: Enabled

101 West Cochran Street

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

**Record Tracking**

Status: Original

Holder: Bond Contracts

Location: DocuSign

2/6/2023 11:33:47 AM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

**Signer Events**

Brian Meyers

Brian.Meyers@hmcarchitects.com

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 104.220.57.170

**Timestamp**

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Viewed: 2/24/2023 4:02:59 PM

Signed: 2/24/2023 4:03:09 PM

**Electronic Record and Signature Disclosure:**

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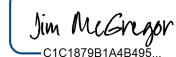
Jim McGregor

jim.mcgregor@simivalleyusd.org

Project Manager

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

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Viewed: 2/27/2023 9:20:19 AM

Signed: 2/27/2023 9:20:31 AM

**Electronic Record and Signature Disclosure:**

Accepted: 2/27/2023 9:20:19 AM

ID: e8e141c5-c1f4-494d-a2f8-347d300d2e6b

Marc Cunningham

marc.cunningham@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Signed using mobile

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Signed: 2/27/2023 9:25:55 AM

**Electronic Record and Signature Disclosure:**

Accepted: 2/27/2023 9:23:57 AM

ID: 502343bd-adad-4d38-8b70-171a5497bc93

LORI RUBENSTEIN

lori.rubenstein@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Signed: 2/27/2023 9:26:56 AM

Signer Events	Signature	Timestamp
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Ron Todo ron.todo@simivalleyusd.org Security Level: Email, Account Authentication (None)	<div><div>DocuSigned by:</div><div> 09CA0EB1F690455...</div></div> <div>Signature Adoption: Uploaded Signature Image Using IP Address: 207.157.143.41</div>	Sent: 2/27/2023 9:27:00 AM Viewed: 2/27/2023 9:50:09 AM Signed: 2/27/2023 9:50:35 AM
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/6/2023 11:44:02 AM
Certified Delivered	Security Checked	2/27/2023 9:50:09 AM
Signing Complete	Security Checked	2/27/2023 9:50:35 AM
Completed	Security Checked	2/27/2023 9:50:35 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Simi Valley Unified School District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Simi Valley Unified School District:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [sean.goldman@simivalleyusd.org](mailto:sean.goldman@simivalleyusd.org)

#### **To advise Simi Valley Unified School District of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [sean.goldman@simivalleyusd.org](mailto:sean.goldman@simivalleyusd.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Simi Valley Unified School District**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [sean.goldman@simivalleyusd.org](mailto:sean.goldman@simivalleyusd.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Simi Valley Unified School District**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [sean.goldman@simivalleyusd.org](mailto:sean.goldman@simivalleyusd.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

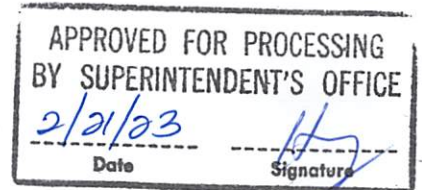
### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Simi Valley Unified School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Simi Valley Unified School District during the course of your relationship with Simi Valley Unified School District.





**TITLE: RATIFICATION OF AGREEMENT NO. B23LS389 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND BALFOUR BEATTY CONSTRUCTION, LLC FOR THE SNACK BAR PROJECT AT ROYAL HIGH SCHOOL**

Business & Facilities  
Consent #5

February 21, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

On January 18, 2022 the Board of Education approved Balfour Beatty Construction, LLC as the Lease Leaseback (LLB) Contractor for the projects at Royal High School.

Agreement No. R22-02903 is being utilized as the Master Construction Agreement for assigning projects to Balfour Beatty Construction, LLC.

Balfour Beatty will be the LLB contractor for the Snack Bar Project at Royal High School.

**Fiscal Analysis**

Fee Proposal for the following:

\$ 156,386.00 Base Price  
\$ 15,000.00 Construction Contingency  
\$ 171,386.00 Guaranteed Maximum Price (GMP) Not To Exceed  
\$ 50,000.00 District Contingency  
\$ 107.00 Financing Cost  
\$ 221,493.00 Total Contract Amount, Not to Exceed, funded with Measure X

**Recommendation**

It is recommended that the Board of Education approve Ratification of Agreement B23LS389 for the Snack Bar project at Royal High School.

On motion # 510 by Trustee Jubran, seconded by Trustee LaBelle  
and carried by a vote of 510, the Board of Education, by a roll-call vote, ratified Agreement B23LS389 for the Snack Bar project at Royal High School.

Ayes: Pine  
Smollen  
Jubran Noes: 0 Absent: 0 Abstained: 0  
LaBelle  
Bagdasarian

EXHIBIT "A"



**SimiValleySchools**  
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Ron Todo, Associate Superintendent of Business & Facilities  
101 W. Cochran Street Simi Valley, CA 93065  
805.306.4500 x4011 [ron.todo@simivalleyusd.org](mailto:ron.todo@simivalleyusd.org)

Date: January 23, 2023

**BALFOUR BEATTY CONSTRUCTION, LLC**

John Bernardy  
13520 Evening Creek Drive North, Suite 270  
San Diego, CA 92128

**Re: (Lease-Leaseback) ROYAL HIGH SCHOOL SNACK BAR, Bid #B23LS389**

Dear Mr. Bernardy:

Congratulations, **BALFOUR BEATTY CONSTRUCTION, LLC** is being awarded the project known as: **(Lease-Leaseback) ROYAL HIGH SCHOOL SNACK BAR, Bid #B23LS389.**

We look forward to a mutually-satisfying working relationship.

A handwritten signature in black ink, appearing to read "Ron Todo", with a stylized flourish at the end.

Ron Todo  
Associate Superintendent, Business & Facilities  
Simi Valley Unified School District  
805-306-4500 x4011

RT/rk

cc: Lori Rubenstein, Bond Program Manager  
Derrick Hoffman, Director of Purchasing



**SimiValleySchools**  
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Derrick Hoffman, Director of Purchasing  
101 W. Cochran Street Simi Valley, CA 93065  
805.306.4500 x4601  
derrick.hoffman@simivalleyusd.org

Date: January 23, 2023

**BALFOUR BEATTY CONSTRUCTION, LLC**

John Bernardy  
13520 Evening Creek Drive North, Suite 270  
San Diego, CA 92128

**Re: (Lease-Leaseback) ROYAL HIGH SCHOOL SNACK BAR, Bid #B23LS389**

Dear Mr. Bernardy:

Congratulations on being awarded the project known as **(Lease-Leaseback) ROYAL HIGH SCHOOL SNACK BAR, Bid #B23LS389.**

Please complete and return the checked documents below to the above address as soon as possible:

- ☒ Agreement/Contract, signed by an authorized agent of your firm (via DocuSign)
- ☒ Certificate of Liability Insurance *with specific endorsement listing Simi Valley U.S.D. as an additional insured*
- ☒ Certificate of Work Comp Insurance (via DocuSign)
- ☒ Drug Free Workplace Certificate (via DocuSign)
- ☒ Tobacco-Free Environment Certification (via DocuSign)
- ☒ Rules of Conduct (via DocuSign)
- ☒ Fingerprint Certificate **and its "Attachment B-1"** filled out in its entirety (via DocuSign)
- ☒ Payment and Performance Bonds
- ☒ DIR Registration Verification (via DocuSign)
- ☒ Certification of Prevailing Wage and Related Labor Requirements (via DocuSign)
- ☐ Iran Contracting Certification (contracts of \$1,000,000 or more) (via DocuSign)
- ☐ DVBE documentation
- ☒ PWC-100 Contractor Classification Checklist

After receiving these documents, the District will return an executed copy of the Agreement/Contract to you, along with a Notice to Proceed, and a Purchase Order will be issued.

Please contact Lori Rubenstein, at 805-306-4500 x 4461 to arrange schedules for the work.

Thank you for your efforts and we look forward to a mutually satisfying, working relationship.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Hoffman', written over a horizontal line.  
Derrick Hoffman  
Director of Purchasing

DH/rk  
cc: Lori Rubenstein

From here to anywhere.

Business & Facilities, Consent #5

**EXHIBIT "Z"**  
**PROJECT AMENDMENT TO MASTER CONSTRUCTION AGREEMENT**

For District Use

Master Construction Agreement No. R22-02903Project Name: **Royal High School Snack Bar**Project Number: **X033-03-19 – Bid #B23LS389**

Project Description:

**Renovation of existing snack bar per Bid #B23LS389 - Project Manual and Job Walk 11-10-22.****Construction Start Date February 1, 2023****Construction Completion Date June 1, 2023**Site Description: **SVUSD - Royal High School**

Scope of Work/Construction Documents: **Renovation of existing snack bar per Bid #B23LS389 - Project Manual and Job Walk 11-10-22**

DSA Application Number: **N/A (Per District)**DSA File Number: **N/A (Per District)**

Company Name	Balfour Beatty Construction, LLC		
Representative	<u>Dennis Kuykendall, Project Executive</u> Name and Title <u>dkuykendall@balfourbeattyus.com</u> <u>805-983-1558</u> Email Address Phone		
Contract Signatories (only one is required)	(1) <u>John Bernardy, Sr. VP</u> Name and Title <u>jbernardy@balforubeattyus.com</u> <u>949-502-4000</u> Email Address Phone (2) _____ Name and Title _____ Email Address Phone		
Mailing Address	<u>13520 Evening Creek Drive North, Suite 270</u> Address <u>San Diego, CA 92128</u> City, State, Zip Code		
California Contractor License	<u>979126</u> Number	<u>A and B</u> Classifications	<u>12-31-24</u> Expiration Date
Acknowledgement of Addenda	(by Addendum Number): <u>N/A</u> , _____, _____, _____, _____, _____, _____, _____, _____		

	Subcontractor Fees (within GMP)	\$ 165,321
Section 3.4	Date completion by	6-1-23
Section 3.5	Liquidated Damages for overstaying lease (Art. 18) is	\$ <u>500.00</u> per calendar day

Section 3.6.1	<b>Construction Contingency</b> (within GMP) is	Per District	\$ 15,000
Section 3.6.2	<b>Errors and Omissions Contingency</b> (within GMP) is	ZERO	
Section 3.8	<b>The Contractor's fee</b> (percentage) for this Project (within GMP) is	3.75%	\$ 6,065
Section 3.6	<b>TOTAL Guaranteed Maximum Price (GMP)</b> (Art. 5) is		\$ 171,386
Section 3.7	The only exception to the GMP is Unforeseen Underground Conditions, and District Contingency for Owner requested extras as follows:		
Section 3.7.1	<b>District's Contingency</b> (Art. 8) is 20% Per District <i>District Contingency is carried outside of the GMP.</i>		\$ 50,000
Section 3.7.2	<b>Unforeseen Allowance</b> is <i>Unforeseen Allowance is carried outside of the GMP.</i>		ZERO
	<b>Sublease Finance Charge</b> for this Project (Master Sublease Exhibit C) is <i>Sublease Finance Charge is carried outside of the GMP.</i>		\$ 107
	<b>TOTAL PROJECT COST</b> = Total GMP + District's Contingency + Unforeseen Allowance + Sublease Finance Charge		\$221,493

For **Sublease Finance Payment**, see Master Sublease Agreement Exhibit C

Proposal Submitted By:



Dennis Kuykendall

1-19-23

(Signature)

(Printed Name)

(Date)

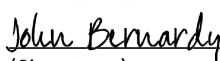
For Use ONLY UPON AWARD OF PROJECT by District's Board of Education

**CONTRACTOR:**

Balfour Beatty

(Company Name)

DocuSigned by:



(Signature)

John Bernardy

(Printed Name)

E. V. P

(Title)

Date: 1/24/2023

**DISTRICT:**

SIMI VALLEY UNIFIED SCHOOL DISTRICT

DocuSigned by:



(Signature)

Ron Todo

Associate Superintendent, Business & Facilities

Date: 2/15/2023

DS





**EXHIBIT C****SUBLEASE PAYMENT SCHEDULE**

The Sublease Payments shall consist of the Sublease Tenant Improvement Payments and the Sublease Finance Payments as follows:

I. Sublease Tenant Improvement Payments to be paid in accordance with the provisions of the Master Construction Services Agreement Not to Exceed: \$ 171,386.

II. Sublease Finance Payment of \$ \$8,569 (excluding finance charge) to be paid in accordance with the following Sublease Finance Payment Schedule which shall begin the date of Substantial Completion as defined in the Master Construction Services Agreement:

Monthly Payment No.	(a) Beginning Balance*	(b) Payment	(c) Interest at 5% per year	(d) Principal Paid	(e) Ending Balance [(a)-(d)]
1	\$8,569.30	\$1,735.28	\$21.42	\$1,713.86	\$6,855.44
2	\$6,855.44	\$1,735.28	\$21.42	\$1,713.86	\$5,141.58
3	\$5,141.58	\$1,735.28	\$21.42	\$1,713.86	\$3,427.72
4	\$3,427.72	\$1,735.28	\$21.42	\$1,713.86	\$1,713.86
5	\$1,713.86	\$1,735.28	\$21.42	\$1,713.86	\$
6	\$	\$	\$	\$	\$
TOTAL		\$8,676.42	\$107.12	\$8,569.30	

\* The Prepayment Price shall be the Beginning Balance as of the date the Purchase Option is exercised pursuant to Section 7 of the Sublease Agreement.

DISTRICT

"LESSOR"

SIMI VALLEY UNIFIED SCHOOL  
DISTRICT

CONTRACTOR FIRM

BY: \_\_\_\_\_  
Ron Todo  
Assistant Superintendent Business and  
Facilities

BY: \_\_\_\_\_  
John Bernardy  
Sr. VP


**EXHIBIT "B"**  
**Bid # B23LS389**

Simi Valley USD - ROYAL HIGH SCHOOL SNACK BAR RENOVATION PROJECT		
DATE 1-19-23		
		Preliminary EST
<b>Subcontracor Costs Snack Bar Renovation</b>		\$ 137,900.00
<b>Subtotal Subcontracted Costs</b>		<b>\$ 137,900.00</b>
<b>BBC General Conditions/General Requirements</b>		\$ 8,822
Temp Fence to safe off entrance and provide small laydown area, protection materials for existing conditions, temp toilet/handwash, misc small tools, final clean, corp/divisional services, LCP tracker and payment processing services		
<b>SUBTOTAL HARD COSTS</b>		<b>\$ 146,722</b>
<b>Construction Contingency</b>		\$ 15,000
<b>Design Contingency N/A Per District</b>	<b>0.0%</b>	\$ -
<b>CONSTRUCTION COSTS WITH CONTINGENCIES</b>		<b>\$ 161,722</b>
<b>General Liability/ WC Ins.</b>	<b>1.10%</b>	\$ 1,885
<b>Builders Risk (By District)</b>	<b>0.00%</b>	\$ -
<b>SUBTOTAL COSTS WITH INSURANCE</b>		<b>\$ 163,608</b>
<b>Lease Lease Back FEE 3.75%</b>	<b>3.75%</b>	\$ 6,065
<b>SUBTOTAL CONSTRUCTION COSTS WITH FEE, GC'S, AND INSURANCE</b>		<b>\$ 169,672</b>
<b>Bonds</b>	<b>1%</b>	\$ 1,714
<b>SUBTOTAL - GMP</b>		<b>\$ 171,386</b>
<b>District's Contingency (Per District - Outside of the GMP)</b>		\$ 50,000
<b>Unforeseen Allowance (N/A Per District)</b>	N/A	\$ -
<b>Sublease Finance Charge</b>		\$ 107
<b>TOTAL with District Contingency and Finance Charge</b>		<b>\$ 221,493</b>

**SUBCONTRACTORS LIST**  
(Submit With Fee Proposal)

**Project**      **Royal High School Snack Bar; BID #B23LS389**

**Name of Lease Leaseback Contractor:** Balfour Beatty Construction

**Authorized Signature:** 

(A) Licensed Name of Subcontractor	(B) Subcontractor Office, Mill or Shop Address	(C) Subcontractor Portion of Work	(D) Subcontractor Contractors' License No.	(E) Subcontractor DIR Registration No.
Painting And Decor Inc.	1201 N. Jefferson Street Ste K Anaheim, CA 92807	Demolition and Interior Construction	276640	1000002852

***Attach additional page(s) as required***

## SIMI VALLEY UNIFIED SCHOOL DISTRICT

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, John Bernardy the E.V.P of  
(Name) [SimiLAB3700] (Title)

Balfour Beatty, declare, state and certify that:  
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) 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 in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, 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 or her employees."

2. I am aware that the provisions of California Labor Code §3700 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 I will comply with such provisions before commencing the performance of this Contract.

Balfour Beatty

(Contractor Name)

DocuSigned by:

By: John Bernardy  
(Signature)

(Signature)

John Bernardy

(Typed or printed name)

Project: **Bid #B23LS389 (Lease-Leaseback) ROYAL HIGH SCHOOL SNACK BAR**

## SIMI VALLEY UNIFIED SCHOOL DISTRICT

## DRUG-FREE WORKPLACE CERTIFICATION

I, John Bernardy, am the E.V.P of  
 (Print Name) [SimiGOV8350] (Title)

Balfour Beatty

(Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor 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 Contractor's workplace and specifying actions which will be taken against employees for violation 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. Contractor's policy of maintaining a drug-free workplace;
    - iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
    - 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 be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
  - D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Newport Beach

Executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

DocuSigned by: \_\_\_\_\_ (City and State)

1/24/2023

John Bernardy

(Signature)

John Bernardy

(Printed or Typed Name)

Project: **Bid #B23LS389 (Lease-Leaseback) ROYAL HIGH SCHOOL SNACK BAR**



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SIMI VALLEY UNIFIED SCHOOL DISTRICT


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**TOBACCO-FREE ENVIRONMENT CERTIFICATION****PROJECT: Bid #B23LS389 (Lease-Leaseback) ROYAL HIGH SCHOOL SNACK BAR****This Tobacco-Free Environment Certification form is required from the successful Bidder.**The contract between **Simi Valley Unified School District** ("District") andBalfour Beatty ("Contractor" or "Bidder") includes the following provisions:  
[SimiLAB6400]

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking, vaping, 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.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will 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/vape on any District site.

Date: 1/24/2023

Contractor: Balfour Beatty  
Signature:   
Print Name: John Bernardy  
Title: E.V.P

**SIMI VALLEY UNIFIED SCHOOL DISTRICT****CERTIFICATION OF CONTRACTOR AND  
SUBCONTRACTOR(S) DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION**

[SimiLAB1725.5]

Pursuant to California Labor Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial Relations in order to bid on, or to be listed in a bid proposal, or to engage in the performance of any defined public work contract. The District shall note in its invitation to bid the DIR's registration requirement for all contractors and subcontractors.

I John Bernardy (Name and Title) certify that

Balfour Beatty (Company) is currently registered as a contractor with the  
Department of Industrial Relations (DIR):

Contractor's DIR Registration Number 1000000529

Expiration date 6/30/23

Contractor further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall ensure that all subcontractors are registered and maintain registered status for the duration of the project.
3. Contractor is to furnish DIR Registration Number for all subcontractors on the project in accordance with Public Contract Code Section 4104(a)(3).
4. Contractor shall substitute any subcontractor with a DIR registered subcontractor if original subcontractor is unable to perform the work. Substitution shall be subject to the provisions of Public Contract Code 4107 et. Seq.

Contractor's failure to comply with California Labor Code Section 1725.5 and the above stated requirements may result in a determination of non-responsiveness.

☐ By checking this box, Contractor represents that he/she is NOT REQUIRED to register as a public works contractor or file electronic certified payroll reports under the DIR Small Project Exemption, as detailed in DIR Newsline 2017-52, dated June 28, 2017. Signature below required.

I declare under penalty of perjury under California law that the foregoing is true and correct.

DocuSigned by:

John Bernardy

Signature ID: 62DDCD140C...

1/24/2023

Project: **Bid #B23LS389 (Lease-Leaseback) ROYAL HIGH SCHOOL SNACK BAR**

## CERTIFICATION OF COMPLIANCE WITH PREVAILING WAGE AND RELATED LABOR REQUIREMENTS


**Project**      **Bid #B23LS389 (Lease-Leaseback) ROYAL HIGH SCHOOL SNACK BAR**

I hereby certify that the firm identified above will 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.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date: 1/24/2023

Company Name: Balfour Beatty

Contractor Signature: 

Printed Name: John Bernardy

Title: E.V.P

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SIMI VALLEY UNIFIED SCHOOL DISTRICT

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**Rules of Conduct****Project: Bid #B23LS389 (Lease-Leaseback) ROYAL HIGH SCHOOL SNACK BAR**

**Each contractor and subcontractor performing work on this project shall adhere to the following rules of conduct:**

- 1. All construction personnel will wear masks and appropriate protective gear to prevent transmission of COVID-19. If any worker has symptoms associated with COVID-19, the worker shall not continue working at the site. Continuously ensure that all workers are at least 6 feet away from each other at all times except for when essential assistance is required. Workers to be at least 6 feet apart during lunch and other breaks.**
2. Professional and courteous behavior is expected and will be used at all times.
3. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.
4. The use of profanity and/or disparaging language will not be tolerated.
5. All contractors, subcontractors, architects, engineers or consultants will be required to wear a badge issued by their company as a means of identification. The badge is to be worn at all times while on the Owner's property. The badge will be visibly noticeable and located on the front of the individual's shirt. All badges are required to be returned to the Owner or designee at the completion of the project as part of the final pay application requirements.
6. All contractors and subcontractors:
  - a. Shall remain in the immediate vicinity of his/her work and will not stray to other areas of the property that do not involve their company's scope of work. All restroom facilities, including student and staff, are not to be used. The contractor is responsible for mobilizing to the construction site, their own portable restroom. Specific rules regarding the portable restroom are indicated in the General Conditions.
  - b. During the regular school year, each school holds classes during daytime hours. Students and staff shall be given unimpeded access to and from the classrooms and administrative areas at all times when classes are being held. Contractors and subcontractors shall not disrupt the existing utilities, which serve the classrooms and administrative offices during the course of the work. Any outages shall be scheduled with the District Project Coordinator at least 1-month in advance of the planned outage.
  - c. Vehicles must be parked each day in the designated area(s). When vehicles need to be removed during school hours, the vehicles shall have lights and flashers engaged, and a "spotter," provided by the contractor and/or subcontractor, leading the vehicle off the District's property. At no time will the vehicle exceed 5 mph.
7. **Simi Valley Unified School District** properties are drug free workplaces. This policy shall be strictly enforced.
8. Alcoholic beverages are prohibited from being brought on or consumed on any portion of the Owner's property.
9. The use of any tobacco products on the Owner's property is strictly prohibited.

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SIMI VALLEY UNIFIED SCHOOL DISTRICT

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10. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor, subcontractor, architect, engineer or consultant shall not be tolerated.
11. All contractors, subcontractors, architects, engineers or consultants shall conform to a dress code whereby:  
No clothing that contains violent, suggestive, derogatory, obscene or racially based material may be worn. This interpretation will be made by the Owner or designee.  
Garments, accessories or personal grooming artifacts with slogans, graphics or pictures promoting drugs, alcohol, tobacco or any other controlled substances that are prohibited to minors will not be allowed.  
Tank top/mid-drift shirts and shorts of any kind are not allowed while on the Owners property.
12. All contractors, subcontractors, architects, engineers or consultants are responsible for their own means of communication including, but not limited to, telephone, cell phone, fax machine. At no time are the Owner's communication systems to be used.
13. All contractors, subcontractors, architects, engineers or consultants personal vehicles, as well as work vehicles and equipment, are the responsibility of the individual and/or company. Any damage that occurs to the vehicles and/or equipment while on the Owner's property is not the responsibility of the Owner and, therefore, any said claims for damages will not be acknowledged.

**Non-compliance with any of the above-stated rules of conduct by any contractor, or subcontractor may be sufficient grounds for immediate removal from the job site and termination of the contract.**

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my Company's employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions. I further acknowledge that any delays to the schedule perceived or otherwise, as a result of the Owner/designee removing my employee from the job site, are my company's responsibility.

DocuSigned by:

  
Authorized Signature  
E15F52DDDCD140C...

[SimiROC]

John Bernardy

Print Name

Balfour Beatty

Company

E.V.P

Title

1/24/2023

Date



## FINGERPRINT CERTIFICATE – PUBLIC WORKS

I, John Bernardy, am the E. V. P of  
(Print Name) [SimiEDU45125-1] (Title)  
Balfour Beatty. I declare, state, and certify all of the following:  
(Entity)

1. I am aware of the provisions and requirements of California Education Code §45125.1 and §45125.2, regarding fingerprinting of persons providing services to school districts. As such, I understand that as a public works contractor, California Education Code §45125.2 provides methods to ensure pupil safety, among which, includes the following:

**CONTINUAL supervision and monitoring of ALL of Entity's employees by an employee of the Entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony [§45125.2(a)(2)].**

**The District requires Entity to be able to comply with the above. As such, Entity shall ensure District that Entity has a California Department of Justice issued ORI number under which Entity's supervisory employees have been fingerprinted and have a valid criminal record summary AND that Entity has a contract with the Department of Justice in order to receive notification of subsequent state or federal arrests or dispositions.** Entity shall provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service.

Entity's DOJ issued  
ORI Number



AF556



If your entity does not have an ORI #, STOP and contact the School District's Purchasing Director at 805-306-4500 x4601.

As an alternative to Entity having an ORI number, the District may allow Entity's supervisory employees to be fingerprinted under the District's ORI number. Contact the District's Purchasing Director at 805-306-4500 x4601.

2. I have personal knowledge of and/or have made due and diligent inquiry with respect to the following, and based on said knowledge and/or inquiry I certify that:
- A. The fingerprints of each person identified on Attachment B-1, providing CONTINUAL supervision and monitoring of ALL of Entity's staff, including subcontractors of all tiers, have been submitted to the California Department of Justice under the ORI number provided above pursuant to Education Code §45125.1; and,
  - B. The California Department of Justice has issued written or electronic verification that each person identified on Attachment B-1 has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.
3. Entity shall provide **additional Fingerprint Certificates** for each and every employee providing CONTINUAL supervision and monitoring who is not identified on Attachment B-1 prior to permitting such person(s) to perform supervision and monitoring of Entity's employees.
4. I certify that Entity is NOT a sole proprietorship. (If Entity is a sole proprietorship, contact the District's Purchasing Director)
5. Entity and I understand that if the District determines that Entity has either: (a) made a false certification herein, or (b) violates this certification by failing to carry out and to implement the requirements of California Education Code §45125.2, the Contract is subject to termination, suspension of payments, or both.
6. **Entity shall submit with this certificate a copy of Entity's Department Of Justice agency approval letter.**
7. I am authorized to execute this Fingerprint Certificate on behalf of the Entity. All of the statements set forth above and all of the information provided in Attachment B-1 are true, correct, complete, and accurate. Further, there are no omissions or misstatements of material fact in the foregoing statements or in the information set forth in Attachment B-1 which would render such statements and/or information to be false or misleading.

Unsupervised Contact with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. Entity shall ensure that Entity, any subcontractors of all tiers, and their officers, employees, and agents will have no Unsupervised Contact with students while on District property. Entity will work with the District and with Entity's subcontractors to ensure compliance with this requirement and shall take all measures necessary to ensure compliance with this requirement, without compromising the day-to-day educational operations at each school site where Entity is performing work. If Entity is unable to ensure through a security plan (which includes but is not limited to provision of an on-site Superintendent who has passed DOJ fingerprinting, and is present at the work areas whenever work is being performed, installation of temporary barriers and fencing, isolation of the work areas or rooms from the rest of the campus or building, provision of separate sanitation and break areas for the workers, and provision of a separate path or supervised escort to and from the work for construction employees) that prevention of unsupervised contact with students in a particular circumstance cannot be achieved, then Entity shall immediately notify the District before commencing or continuing any work that could result in Unsupervised Contact, and shall refrain from commencing or continuing the work until Entity has remedied the issues which may lead to Unsupervised Contact with students.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at City & State this 1/24/2023 day of \_\_\_\_\_, 20\_\_\_\_.

DocuSigned by: (City and State) [SimiEDU45125-1b]

John Bernardy  
(Signature)  
E83F32BDDCD140C...

John Bernardy

(Handwritten or Typed Name)

Project: **Bid #B23LS389 (Lease-Leaseback) ROYAL HIGH SCHOOL SNACK BAR**

SIMI VALLEY UNIFIED SCHOOL DISTRICT

**FINGERPRINT CERTIFICATE**

**ATTACHMENT B-1**

[SimiEDU45125-2]

The fingerprints of each person identified below, **providing CONTINUAL supervision and monitoring of ALL of Entity's staff, including subcontractors of all tiers**, have been submitted to the California Department of Justice under the Entity's California Department of Justice issued ORI number pursuant to Education Code §45125.1; and,

The California Department of Justice has issued written or electronic verification that each person identified has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Project: **Bid #B23LS389 (Lease-Leaseback) ROYAL HIGH SCHOOL SNACK BAR**

## SIMI VALLEY UNIFIED SCHOOL DISTRICT

## LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_, as Surety and \_\_\_\_\_, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **SIMI VALLEY UNIFIED SCHOOL DISTRICT** ("the Obligee") for payment of the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

## THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **Bid #B23LS389 (Lease-Leaseback) ROYAL HIGH SCHOOL SNACK BAR**.

WHEREAS, the Principal, has entered into an Agreement with the Obligee for performance of the Work, the Agreement and all other Contract Documents set forth therein are incorporated herein by this reference and made a part hereof.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor materials or services used, or reasonably required for use, in the performance of the Work.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment: (i) to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work; (ii) of amounts due under the Unemployment Insurance Code for work or labor performed under the Contract; and (iii) of amounts required to be deducted, withheld and paid to the Employment Development Department from wages of the employees of the Principal and its Subcontractors under §13020 of the Unemployment Insurance Code with respect to work and labor under the Contract then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term "Claimant" shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §9100, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event that suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys' fees pursuant to California Civil Code §9554.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other

[CONTINUED NEXT PAGE]

## SIMI VALLEY UNIFIED SCHOOL DISTRICT

modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by their duly authorized agent or representative.

_____	
(Contractor Name)	
By:	_____
	(Signature)
	_____
	(Typed or Printed Name)
Title:	_____
(Attach Notary Public Acknowledgement of Principal's Signature)	

_____	
(Surety Name)	
By:	_____
	(Signature of Attorney-In-Fact for Surety)
	_____
	(Typed or Printed Name of Attorney-In-Fact)
(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)	

Contact name, address, telephone number and email address for notices to the Surety	
_____	
(Contact Name)	
_____	
(Street Address)	
_____	
(City, State & Zip Code)	
(_____) _____	(_____) _____
Telephone	Fax
_____	
(Email address)	

## SIMI VALLEY UNIFIED SCHOOL DISTRICT

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_, as Surety and \_\_\_\_\_, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **SIMI VALLEY UNIFIED SCHOOL DISTRICT** ("the Oblige") for payment of the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

## THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Oblige, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **Bid #B23LS389 (Lease-Leaseback) ROYAL HIGH SCHOOL SNACK BAR**.

WHEREAS, the Principal, has entered into an agreement with the Oblige for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Work of the Contract Documents.

NOW THEREFORE, if the Principal promptly, fully and faithfully performs each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as they may be modified or amended from time to time; and if the Principal indemnifies and saves harmless the Oblige and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, which may be incurred by the Oblige by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, including all modifications, and amendments, thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety's obligations or Oblige's rights hereunder. The Surety hereby waives notice from the Oblige of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

If the Oblige terminates the Contract due to the Principal's breach or default of the Principal's obligations thereunder, within twenty (20) days after written notice from the Oblige to the Surety of the Principal's breach or default of the Contract Documents and Oblige's termination of the Contract, the Surety shall notify Oblige in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("the Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Oblige, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

[CONTINUED NEXT PAGE]

## EXHIBIT "A"

## SIMI VALLEY UNIFIED SCHOOL DISTRICT

If the Surety fails to issue its Notice of Election to Obligee within the time provided for hereinabove, the Obligee may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion of the Work exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes to the Work which increases the Contract Price. If suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee of all costs, expenses and fees incurred by the Obligee therewith, including without limitation, attorneys' fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by their duly authorized agent or representative

_____	
(Bidder/Principal Name)	
By:	_____
	(Signature)
	_____
	(Typed or Printed Name)
Title:	_____
(Attach Notary Public Acknowledgement of Principal's Signature)	

_____	
(Surety Name)	
By:	_____
	(Signature of Attorney-In-Fact for Surety)
	_____
	(Typed or Printed Name of Attorney-In-Fact)
(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)	

Contact name, address, telephone number and email address for notices to the Surety	
_____	
(Contact Name)	
_____	
(Street Address)	
_____	
(City, State & Zip Code)	
(_____) _____	(_____) _____
Telephone	Fax
_____	
(Email address)	

## SIMI VALLEY UNIFIED SCHOOL DISTRICT

Project No. **Bid #B23LS389**Project Name: **(Lease-Leaseback) ROYAL HIGH SCHOOL SNACK BAR****Please check classifications as they should be included on PWC-100.****Include YOURSELF as well as all SUBCONTRACTORS.**

<b>Contractor DIR #</b>				<b>Name:</b>			
<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS				
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS				
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS				
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input type="checkbox"/> PAINTERS				
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERERS	<input type="checkbox"/> ROOFERS				
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER				
<input type="checkbox"/> TILE WORKERS							

<b>Contractor DIR #</b>				<b>Name:</b>			
<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS				
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS				
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS				
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input type="checkbox"/> PAINTERS				
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERERS	<input type="checkbox"/> ROOFERS				
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER				
<input type="checkbox"/> TILE WORKERS							

<b>Contractor DIR #</b>				<b>Name:</b>			
<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> BOILERMAKER	<input type="checkbox"/> BRICKLAYERS	<input type="checkbox"/> CARPENTERS				
<input type="checkbox"/> CARPET/LINOLEUM	<input type="checkbox"/> CEMENT MASONS	<input type="checkbox"/> DRYWALL FINISHER	<input type="checkbox"/> DRYWALL/LATHERS				
<input type="checkbox"/> ELECTRICIANS	<input type="checkbox"/> ELEVATOR MECHANIC	<input type="checkbox"/> GLAZIERS	<input type="checkbox"/> IRON WORKERS				
<input type="checkbox"/> LABORERS	<input type="checkbox"/> MILLWRIGHTS	<input type="checkbox"/> OPERATING ENG	<input type="checkbox"/> PAINTERS				
<input type="checkbox"/> PILE DRIVERS	<input type="checkbox"/> PIPE TRADES	<input type="checkbox"/> PLASTERERS	<input type="checkbox"/> ROOFERS				
<input type="checkbox"/> SHEET METAL	<input type="checkbox"/> SOUND/COMM	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> TEAMSTER				
<input type="checkbox"/> TILE WORKERS							

**(Lease-Leaseback) ROYAL HIGH SCHOOL SNACK BAR, Bid #B23LS389**

Business &amp; Facilities, Consent #5



## INSTRUCTIONS for the CERTIFICATE OF INSURANCE and ADDITIONAL INSURED ENDORSEMENT

The Ventura County Schools Self-Funding Authority requires that our district obtain a **Certificate of Insurance** and **Additional Insured Endorsements** prior to our school/district utilizing your company's services. The instructions below can be used as a guide to help meet our District requirements:

**NOTE: YOUR SPECIFIC LIMITS MAY DIFFER. See contract/agreement for required limits.**

- INSURED NAME and ADDRESS must be shown.
- INSURANCE CARRIER must be satisfactory to district, with a current A.M. Best rating of no less than (financial strength:financial size) A-VII.
- GENERAL LIABILITY (*Additional Insured And Other Endorsements Required*)
  1. Commercial General Liability "box" must be checked.
  2. Occurrence "box" must be checked.
  3. Policy number must be shown.
  4. Policy effective and expiration dates must be current.
  5. Each Occurrence limit must be at least \$2,000,000.00.
  6. Personal and Advertising Injury limit must be at least \$1,000,000.00.
  7. General Aggregate limit must be at least \$4,000,000.00.
  8. Products/Completed Operations Aggregate limit must be at least \$4,000,000.00.
  - ADDITIONAL INSURED ENDORSEMENT including COMPLETED OPERATIONS ISO form "CG 20 10 11 85" or "CG 20 10 10 01 and CG 20 37 10 01" or equivalent must be included. (See page 2 for other acceptable endorsements)
  - PRIMARY, NON-CONTRIBUTORY ENDORSEMENT ISO form "CG 20 01 01 13" or equivalent
  - WAIVER OF SUBROGATION ISO form "CG 24 04 05 09" or equivalent

**Name of Person or Organization on endorsement must show:** "Simi Valley Unified School District, its governing board, officers, agents, employees, and/or volunteers as additional insureds."
- AUTOMOBILE LIABILITY  
Combined Single Limit (each accident) must be at least \$1,000,000.00.  
Any "box" checked is preferred. Owned and Non-owned "boxes" must be checked at a minimum.
- UMBRELLA LIABILITY *if applicable* provides additional coverage amount.  
Occurrence "box" must be checked.
- WORKERS' COMPENSATION & EMPLOYERS' LIABILITY (*Waiver of Subrogation Required*)  
Statutory limits required for Workers' Compensation. Minimum of \$1,000,000 for Employer's Liability.
  - WAIVER OF SUBROGATION ISO form "CG 24 04 05 09" or equivalent
- PROFESSIONAL LIABILITY or Errors & Omissions *if applicable* (typical for architects, consultants, etc.).  
Limit must be at least \$1,000,000.00. Claims Made "box" must be checked.
- POLLUTION LIABILITY *if applicable* (required for hazardous materials, waste haulers, pest control, etc.).  
Limit must be at least \$1,000,000.00 each occurrence (or as statutorily mandated by regulatory agencies)
- DESCRIPTION OF OPERATIONS  
District prefers certificate be applicable to "All operations during the policy period at Simi Valley Unified School District sites". Carrier may limit certificate to a specific project.
- CERTIFICATE HOLDER **must read as follows:**  
Simi Valley Unified School District  
101 W. Cochran Street  
Simi Valley, CA 93065
- CERTIFICATE MUST BE SIGNED



**The following is a breakdown of acceptable Additional Insured Endorsements and their combinations.**

**Name of Person or Organization on endorsement must show:** "Simi Valley Unified School District, its governing board, officers, agents, employees, and/or volunteers as additional insureds."

<b>Public Works / Contractors</b>		
<b>Endorsement</b>		<b>AND Endorsement</b>
391-1006 08 16 AB 91 89 (08/07) AP2009US 04-10 CG 20 10 11 85 CG 20 10M 11 85 CG 20 10R 12/11 CG 20 26 11 85 CG 72 77 10 15 CG 81 86 CMP-4786.1 CNA 74705XX (01/15) CNA 74872 (01/15) CNA 75079XX (01/15)	ECP 1004 0410 EN 0137-0211 G-123127-B G-17957-G (01/01) GA 4523IL 05 20 HG 00 01 09 16 J6858 102/93-6858 (10/12) PPB 304 02 12 SB-146968-A (01/06) SPE 0001-0115 SS 00 08 04 05 U-GL-2162A CW (02/19) W433 (09/12)	None
<b>TWO endorsements are required:</b>		
<b>Endorsement (Ongoing operations)</b>		<b>AND Endorsement (Operations completed)</b>
49-0108 (07/11) 80-02-2305 (03-17) 80-02-2367 (05/07) 81995 (02/09) AB 918908 07 ALZ AIE OPWS 00 01 03 18 BP 04 50 07 13 BP 79 96 07 13 BP 80 21 10 15 BP 89 05 01 87 CA 990312 05 14 CG 20 07 04 13 CG 20 10 CG 20 26 CG 20 33 CG 20 38 04 13 CG 73 23 11 11 CG 7578 (05/15) CG 88 10 04 13 CGL 20 33 08 15 CNA 71527xx (10/12) CNA 97587xx (4-2020) ECG 20 596 (04/12) ECG 20 583 07 04	EN0321-0211 EPACE101-0814 G-140331-D (01/13) GBA 105014 1215 GLS-448s (02/15) HG 00 01 09 16 ISO 49-0108 07 11 ISO u156-0310 L 815 (02/15) ML 10 81 04 13 SB146932F (6-16) SCG 20 30 09 07 SS 41 70 06 11 TM 172 10 11 TMGL 172 10/11 U156-0310 U-GL-1175-F-CW (04/13) U-GL-1177-F-CW (04/13) VCG 207 (07/09) VLCG 2026 07 04 WW433A (02/19)	80-02-8446 (1/15) AB 9067 12-93 BP 04 48 07 13 or 01 97 CA 04 44 10 13 CG 20 10M 11 85 CG 20 37 07 04 CG 20 37 10 01 CG 21 54 01 96 CG 85 83 04 13 CG T8 04 08 18 ECG 20 598 05 09 EN0320-0211 EN0111-0211 EPACE100-0814 G-19160-B (11/97) GLS-150s (07/06) ML 13 57 04 13 SB 146968B (6-16) SS 41 71 12 19 SCIS-BAICOM-1 (10/15) TM 176 1011 TMGL 175 01 20
<b>For Travelers Companies:</b>		<b>AND</b>
CG D3 81 09 07 CG D3 81 09 15 CG D3 82 09 15 CG D1 05 04 94 CG D2 47 08 05	CG D2 47 04 19 CG D1 44 02 19 CG D2 46 04 19 CG D6 04 02 19 CG TI 00 02 19	None
CG D3 61 03 05 CG D3 16 02 19 CG D4 17 01 12	CG T8 02 12 21 CG T8 03 03 22	CG 20 37 10 01 or CG 20 37 07 04 CG D2 46 04 19 CG T8 01 12 21

**Certificate Of Completion**

Envelope Id: EC3D0AEA0DCF4F85B7194A62B99C8FE4

Status: Completed

Subject: Please DocuSign: Agreement and Documents for LLB Royal HS Snack Bar B23LS389

Source Envelope:

Document Pages: 23

Signatures: 9

Envelope Originator:

Certificate Pages: 5

Initials: 1

Public Works

AutoNav: Enabled

Simi Valley Unified School District

Enveloped Stamping: Enabled

101 West Cochran Street

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

Simi Valley, CA 93065

publicworks@simivalleyusd.org

IP Address: 207.157.143.39

**Record Tracking**

Status: Original

Holder: Public Works

Location: DocuSign

1/23/2023 4:36:09 PM

publicworks@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

**Signer Events**

John Bernardy

jbernardy@balfourbeattyus.com

E.V.P

Balfour Beatty

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



E15F52DDDCD140C...

**Timestamp**

Sent: 1/23/2023 4:44:36 PM

Viewed: 1/24/2023 8:59:26 AM

Signed: 1/24/2023 10:20:42 AM

Signature Adoption: Pre-selected Style  
Using IP Address: 98.152.228.138**Electronic Record and Signature Disclosure:**

Accepted: 1/24/2023 8:59:26 AM

ID: caaa2d68-81b2-4343-829b-94e5bb2e42f0

Derrick Hoffman

publicworks@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 207.157.143.39

Sent: 1/24/2023 10:20:45 AM

Viewed: 2/15/2023 8:55:46 AM

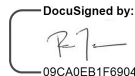
Signed: 2/15/2023 8:56:00 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Ron Todo

ron.todo@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)Signature Adoption: Uploaded Signature Image  
Using IP Address: 207.157.143.41

Sent: 2/15/2023 8:56:04 AM

Viewed: 2/15/2023 11:48:27 AM

Signed: 2/15/2023 11:48:35 AM

**Electronic Record and Signature Disclosure:**

Accepted: 2/15/2023 11:48:27 AM

ID: 545046f5-b572-4937-92ff-bd77685973f3

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/23/2023 4:44:36 PM
Certified Delivered	Security Checked	2/15/2023 11:48:27 AM
Signing Complete	Security Checked	2/15/2023 11:48:35 AM
Completed	Security Checked	2/15/2023 11:48:35 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Simi Valley Unified School District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Simi Valley Unified School District:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [sean.goldman@simivalleyusd.org](mailto:sean.goldman@simivalleyusd.org)

**To advise Simi Valley Unified School District of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [sean.goldman@simivalleyusd.org](mailto:sean.goldman@simivalleyusd.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Simi Valley Unified School District**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [sean.goldman@simivalleyusd.org](mailto:sean.goldman@simivalleyusd.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Simi Valley Unified School District**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [sean.goldman@simivalleyusd.org](mailto:sean.goldman@simivalleyusd.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

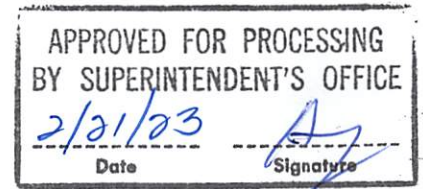
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Simi Valley Unified School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Simi Valley Unified School District during the course of your relationship with Simi Valley Unified School District.



**TITLE: APPROVAL OF AGREEMENT NO. R23-02805 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND STEPHEN PAYTE DSA INSPECTIONS, INC., FOR INSPECTION OF THE PLAY EQUIPMENT AT THE GARDEN GROVE ELEMENTARY SCHOOL PROJECT**

Business & Facilities  
Consent #8

February 21, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

The Bond Management Office interviewed inspectors from four firms on the list of selected firms approved by the Board of Education on December 12, 2017. The firm of Stephen Payte DSA Inspections, Inc. (SPI), is on the list and has proposed an inspector who has the qualifications and experience required for this project.

SPI will be the inspector on the Garden Grove ES Play Equipment project.

**Fiscal Analysis**

\$ 4,250.00 Contract, funded with Measure X funds.

**Recommendation**

It is recommended the Board of Education approve Agreement No. R23-02805.

On motion # 101 by Trustee Jubran, seconded by Trustee LaBelle and carried by a vote of 5 to 0, the Board of Education, by a roll-call vote, approved Agreement No. R23-02805 between Simi Valley Unified School District and Stephen Payte DSA Inspections, Inc.

Ayes: Pine  
Smollen  
Jubran  
LaBelle  
Dagdasaryan Noes: 0 Absent: 0 Abstained: 0

## PROJECT ASSIGNMENT AMENDMENT

### AGREEMENT A18.447

#### Inspection Services for the Garden Grove, Play Equipment Project, Requisition R23-02805

This Project Assignment Amendment ("PAA") is entered by and between **Simi Valley Unified School District and Stephen Payte, DSA Inspections, Inc.** ("Inspector Firm") as of **February 21, 2023**.

**WHEREAS**, the District and Inspector Firm entered into a written Agreement entitled **Agreement No. A18.447** for On-Going Project Inspector Services ("Agreement") generally establishing terms and conditions for the Project Inspector's inspection services for Projects assigned by the District to the Inspector Firm for completion of Project Inspector Services.

**WHEREAS**, this PAA sets forth the specific terms and conditions applicable to the Assigned Project and the Project Inspector Services to be completed by the Inspector Firm for the Assigned Project.

**NOW THEREFORE**, the District and Inspector Firm agree as follows:

1. Assigned Project Description. The Assigned Project is described as follows: **Provision of a Project Inspector for the Garden Grove Play Equipment Project**.
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:  
\_\_\_\_\_.
3. Project Inspector. As noted on the attached Proposal for Inspection Services from Inspector Firm dated November 22, 2022 and identified on attached Attachment 2, for Fee Only, The Inspector Firm designates Duncan McKay as the Project Inspector for completion of Project Inspector Services for this Assigned Project. The hourly billing rate of \$85.00 per hour for the on-site inspection work by the Project Inspector(s) designated for the Assigned Project is not subject to adjustment. Attachment 1.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is an **estimated total amount of Four Thousand Two-Hundred Fifty Dollars (\$4,250.00)** ("Assigned Project Contract Price). Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for Project Inspector designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services. The Assigned Project Contract Price is not subject to adjustment, except as provided in Paragraph 5 of this PAA.
5. Term of PAA. The District has established completion estimated at September 2023 for the Contractor to complete Project construction ("Construction Time"), with an estimated start date of March 2023. The Assigned Project Contract Price is based on the Duration of the Assigned Project. If Project construction is not completed within the Remaining Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Remaining Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Remaining Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Remaining Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Remaining Construction Time is exhausted prior to completion of Project Construction, the

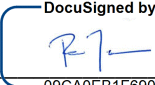


Assigned Project Contract Price is subject to adjustment for the Project Inspector Services provided after expiration of the Remaining Construction Time.

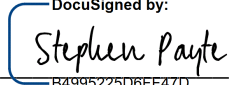
6. Agreement Terms. All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

IN WITNESS HEREOF, the District and Inspector Firm have executed this PAA as of the date set forth above.

**“District”**  
**SIMI VALLEY UNIFIED**  
**SCHOOL DISTRICT**

By:   
\_\_\_\_\_  
DocuSigned by:  
Ron Todo  
09CA0E84F690455...  
Title: Associate Superintendent, Business  
& Facilities

**“Project Inspector”**  
**Stephen Payte DSA Inspections, Inc.**

By:   
\_\_\_\_\_  
DocuSigned by:  
Stephen Payte  
B4995225D6FF47D...  
Stephen K. Payte  
Title: Vice President

DS  


**ATTACHMENT 1 TO  
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT R22-02042 FOR PROJECT INSPECTOR SERVICES**

Project Inspector	DSA Certification No.	Hourly Billing Rate (Class 1 indicated below)	
Duncan Richard McKay, DSA Inspector, will be the inspector provided under this Project Assignment.	6129	<u>Straight Time</u> Mondays-Fridays (up to 8 hours per work day)	\$85.00
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	\$123.00
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	\$164.00
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	

Attachment 2 - Fee Only  
**Proposal for Inspection Services**

November 22, 2022

Simi Valley Unified School District  
101 W. Cochran  
Simi Valley, Ca 93065

**Re: DSA Project Inspection Services for New Accessible Playground at Garden Grove ES**

We will provide required DSA Inspection Services as defined in Title 24, Part 1, Sections 4-333 and 4-342 and DSA Interpretation of Regulations. Our proposal is for one (1) DSA Class 1 Inspector (Duncan McKay), at a rate of \$85.00 per hour.

We anticipate 50 hours of inspection time to complete this project, for a total cost not to exceed **\$4,250.00**

\*Hours worked over 8 per weekday and all hours worked Saturday will be charged at time and one half and Sunday will be charged at double time.

As always, we appreciate the continued opportunity to work with your District.

Sincerely,



Stephen K. Payte  
Vice President  
Stephen Payte DSA Inspections, Inc.  
(661) 718-2893



**Certificate Of Completion**

Envelope Id: C589EF6D48C5408D806AFF590FB0640E

Status: Completed

Subject: Complete with DocuSign: R23-02805 - Garden Grove Play Equipment.pdf

Source Envelope:

Document Pages: 4

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 1

Bond Contracts

AutoNav: Enabled

Simi Valley Unified School District

Enveloped Stamping: Enabled

101 West Cochran Street

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

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**Signer Events**

Stephen Payte

jtw@dsainpections.com

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:

  
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**Electronic Record and Signature Disclosure:**

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Maria Nieto

maria.nieto@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)  
DS  
MN

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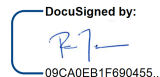
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Ron Todo

ron.todo@simivalleyusd.org

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(None)  
DocuSigned by:  
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Signed: 2/23/2023 8:58:28 AM

Signature Adoption: Uploaded Signature Image

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Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	2/23/2023 8:58:28 AM
Completed	Security Checked	2/23/2023 8:58:28 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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### **Consequences of changing your mind**

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [sean.goldman@simivalleyusd.org](mailto:sean.goldman@simivalleyusd.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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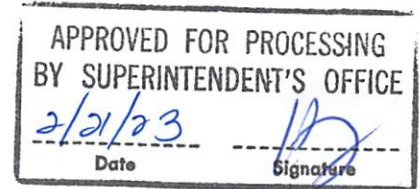
### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Simi Valley Unified School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Simi Valley Unified School District during the course of your relationship with Simi Valley Unified School District.





**TITLE: APPROVAL OF AGREEMENT NO. R23-02639 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND STEPHEN PAYTE DSA INSPECTIONS, INC., FOR INSPECTION OF THE PLAY EQUIPMENT AT THE SYCAMORE ELEMENTARY SCHOOL PROJECT**

Business & Facilities  
Consent #9

February 21, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

The Bond Management Office interviewed inspectors from four firms on the list of selected firms approved by the Board of Education on December 12, 2017. The firm of Stephen Payte DSA Inspections, Inc. (SPI), is on the list and has proposed an inspector who has the qualifications and experience required for this project.

SPI will be the inspector on the Sycamore ES Play Equipment project.

**Fiscal Analysis**

\$ 4,250.00 Contract, funded with Measure X funds.

**Recommendation**

It is recommended the Board of Education approve Agreement No. R23-02639.

On motion # 101 by Trustee Jubran, seconded by Trustee LaBelle and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement No. R23-02639 between Simi Valley Unified School District and Stephen Payte DSA Inspections, Inc.

Ayes: Pine  
Smolton  
Jubran  
LaBelle  
Bangdasayan Noes: 0 Absent: 0 Abstained: 0

## PROJECT ASSIGNMENT AMENDMENT

### AGREEMENT A18.447

#### Inspection Services for the Sycamore, Play Equipment Project, Requisition R23-02639

This Project Assignment Amendment ("PAA") is entered by and between **Simi Valley Unified School District and Stephen Payte, DSA Inspections, Inc.** ("Inspector Firm") as of **February 21, 2023**.

**WHEREAS**, the District and Inspector Firm entered into a written Agreement entitled **Agreement No. A18.447** for On-Going Project Inspector Services ("Agreement") generally establishing terms and conditions for the Project Inspector's inspection services for Projects assigned by the District to the Inspector Firm for completion of Project Inspector Services.

**WHEREAS**, this PAA sets forth the specific terms and conditions applicable to the Assigned Project and the Project Inspector Services to be completed by the Inspector Firm for the Assigned Project.

**NOW THEREFORE**, the District and Inspector Firm agree as follows:

1. Assigned Project Description. The Assigned Project is described as follows: **Provision of a Project Inspector for the Sycamore Play Equipment Project**.
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:  

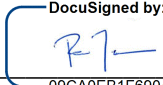
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3. Project Inspector. As noted on the attached Proposal for Inspection Services from Inspector Firm dated January 23, 2023 and identified on attached Attachment 2, for Fee Only, The Inspector Firm designates Duncan McKay as the Project Inspector for completion of Project Inspector Services for this Assigned Project. The hourly billing rate of \$85.00 per hour for the on-site inspection work by the Project Inspector(s) designated for the Assigned Project is not subject to adjustment. Attachment 1.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is an **estimated total amount of Four Thousand Two-Hundred Fifty Dollars (\$4,250.00)** ("Assigned Project Contract Price). Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for Project Inspector designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services. The Assigned Project Contract Price is not subject to adjustment, except as provided in Paragraph 5 of this PAA.
5. Term of PAA. The District has established completion estimated at January 2024 for the Contractor to complete Project construction ("Construction Time"), with an estimated start date of September 2023. The Assigned Project Contract Price is based on the Duration of the Assigned Project. If Project construction is not completed within the Remaining Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Remaining Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Remaining Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Remaining Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Remaining Construction Time is exhausted prior to completion of Project Construction, the

Assigned Project Contract Price is subject to adjustment for the Project Inspector Services provided after expiration of the Remaining Construction Time.

6. Agreement Terms. All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

IN WITNESS HEREOF, the District and Inspector Firm have executed this PAA as of the date set forth above.

**“District”  
SIMI VALLEY UNIFIED  
SCHOOL DISTRICT**

By:  \_\_\_\_\_  
DocuSigned by:  
09CA0EB4F690455...  
Ron Todo  
Title: Associate Superintendent, Business  
& Facilities

**“Project Inspector”  
Stephen Payte DSA Inspections, Inc.**

By:  \_\_\_\_\_  
DocuSigned by:  
B4995225D6EE47D...  
Stephen K. Payte  
Title: Vice President

DS  


**ATTACHMENT 1 TO  
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT R22-02042 FOR PROJECT INSPECTOR SERVICES**

Project Inspector	DSA Certification No.	Hourly Billing Rate (Class 1 indicated below)	
Duncan Richard McKay, DSA Inspector, will be the inspector provided under this Project Assignment.	6129	<u>Straight Time</u> Mondays-Fridays (up to 8 hours per work day)	\$85.00
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	\$123.00
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	\$164.00
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	

Attachment 2 - Fee Only

**Proposal for Inspection Services**

January 23, 2023

Simi Valley Unified School District  
101 W. Cochran  
Simi Valley, Ca 93065

**Re: DSA Project Inspection Services for New Accessible Playground at Sycamore ES**

We will provide required DSA Inspection Services as defined in Title 24, Part 1, Sections 4-333 and 4-342 and DSA Interpretation of Regulations. Our proposal is for one (1) DSA Class 1 Inspector (Duncan McKay), at a rate of \$85.00 per hour.

We anticipate 50 hours of inspection time to complete this project, for a total cost not to exceed **\$4,250.00**

\*Hours worked over 8 per weekday and all hours worked Saturday will be charged at time and one half and Sunday will be charged at double time.

As always, we appreciate the continued opportunity to work with your District.

Sincerely,



Stephen K. Payte  
Vice President  
Stephen Payte DSA Inspections, Inc.  
(661) 718-2893

**Certificate Of Completion**

Envelope Id: C019703D312E4283B759FD62D0910CB9

Status: Completed

Subject: Complete with DocuSign: R23-02639 Sycamore Play Equipment.pdf

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Document Pages: 4

Signatures: 2

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Bond Contracts

Simi Valley Unified School District

101 West Cochran Street

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

**Record Tracking**

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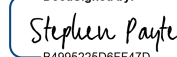
**Signer Events**

Stephen Payte

jtw@dsainpections.com

Security Level: Email, Account Authentication  
(None)**Signature**

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Signed: 2/6/2023 1:36:51 PM

**Electronic Record and Signature Disclosure:**

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Maria Nieto

maria.nieto@simivalleyusd.org

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(None)

Signature Adoption: Pre-selected Style

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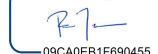
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Ron Todo

ron.todo@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



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Signature Adoption: Uploaded Signature Image

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Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	2/23/2023 8:57:57 AM
Completed	Security Checked	2/23/2023 8:57:57 AM
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- ii. send us an email to [sean.goldman@simivalleyusd.org](mailto:sean.goldman@simivalleyusd.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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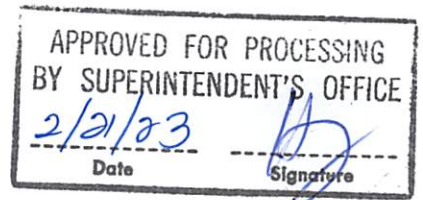
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Simi Valley Unified School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Simi Valley Unified School District during the course of your relationship with Simi Valley Unified School District.



**TITLE: APPROVAL FOR THE PURCHASE OF MFA SOLUTION**

Business & Facilities  
Consent # 10

February 21, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

School districts across the country are increasingly being targeted by Ransomware. A successful ransomware attack will cause school delays, network disruption, and potentially millions of dollars in ransom or recovery costs. Ransomware is the result of someone getting into our environment without authorization or permission. Once they have gained access, they encrypt our data and demand a ransom payment to restore that data. A common way ransomware gains access to systems and data is by figuring out a user's username and password.

One of the most effective security enhancements we can add to our district to help protect against ransomware and other cyber-attacks is Multi-Factor Authentication (MFA). MFA is an authentication method that requires the user to provide two or more verification factors to gain access. Our users will need to provide something they know (their password) and something they have (mobile authenticator app, security key, six-digit pin, or image selection for young children) to gain access. These second factor options will add an additional layer of security to our user accounts to immensely reduce the likelihood of becoming the next victim of a cyber-attack.

The proposed MFA solution increases security by consolidating our digital resources into one portal that utilizes single sign-on and is protected by Multi-Factor Authentication.

**Fiscal Analysis**

The projected cost of this MFA solution is \$279,050 for a five-year term. This expenditure will be funded with Measure X Bond funds as part of the network infrastructure upgrade.

**Recommendation**

It is recommended that the Board of Education approve the purchase of this new MFA solution.

On a motion # 101 by Trustee Jubran, seconded by Trustee LaBelle and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, the purchase of the MFA solution.

Ayes: Pine  
Smollen  
Jubran  
LaBelle  
Bogdanov Noes: 0 Absent: 0 Abstain: 0



# Quote

Contact Name	Monte McCubbin	Quote Number	00014189
Email	monte.mccubbin@simivalleyusd.org	Prepared By	Nichole Smith
Account Name	Simi Valley Unified School District (CA, 93065)	Email	nsmith@classlink.com
Ship To	CA	Phone	(888) 963-7550 📞
Bill To	875 East Cochran Street Simi Valley, CA 93065 United States	Expiration Date	3/31/2023
		Grand Total	\$276,050.00

Product	Product Description	Line Item Description	Sales Price	Quantity	Total Price
ClassLink Service - Setup and Training (15,001-25,000 users)	One-time fee for setup and training	One time setup fee	\$6,995.00	1.00	\$6,995.00
ClassLink Annual License - per user (15,001-25,000 users)	The annual Classlink License user count is based on the number of full-time teachers and students. ClassLink is free for admin, staff, and parents.	Year 1: Annual per user licenses	\$3.20	17,275.00	\$55,280.00
5% Upfront Purchase Discount-Year 1 (15,001-25,000 users)	Minimum three-year agreement on ClassLink Launchpad Licenses only, discount is only valid with full upfront payment for all three years.	Year 1: Upfront payment discount	(\$0.16)	17,275.00	(\$2,764.00)
ClassLink Roster Server Annual Hosting (10,001-100,000 users)	A private server dedicated to your district and hosted with AWS	Year 1: Annual hosting fee	\$1,295.00	1.00	\$1,295.00
ClassLink Annual License - per user (15,001-25,000 users)	The annual Classlink License user count is based on the number of full-time teachers and students. ClassLink is free for admin, staff, and parents.	Year 2: Annual per user licenses	\$3.20	17,275.00	\$55,280.00
5% Upfront Purchase Discount-Year 2 (15,001-25,000 users)	Minimum three-year agreement on ClassLink Launchpad Licenses only, discount is only valid with full upfront payment for all three years.	Year 2: Upfront payment discount	(\$0.16)	17,275.00	(\$2,764.00)
ClassLink Roster Server Annual Hosting (10,001-100,000 users)	A private server dedicated to your district and hosted with AWS	Year 2: Annual hosting fee	\$1,295.00	1.00	\$1,295.00
ClassLink Annual License - per user (15,001-25,000 users)	The annual Classlink License user count is based on the number of full-time teachers and students. ClassLink is free for admin, staff, and parents.	Year 3: Annual per user licenses	\$3.20	17,275.00	\$55,280.00
5% Upfront Purchase Discount-Year 3 (15,001-25,000 users)	Minimum three-year agreement on ClassLink Launchpad Licenses only, discount is only valid with full upfront payment for all three years.	Year 3: Upfront payment discount	(\$0.16)	17,275.00	(\$2,764.00)
ClassLink Roster Server Annual Hosting (10,001-100,000 users)	A private server dedicated to your district and hosted with AWS	Year 3: Annual hosting fee	\$1,295.00	1.00	\$1,295.00
ClassLink Annual License -	The annual Classlink License user count is based on the	Year 4:			

Quote valid for 30 days.

Multi-Year upfront discounts require payment in full for all years included on the quote. Payment is due within 30 days of the invoice date.

Email purchase order to [billing@classlink.com](mailto:billing@classlink.com) or fax to 973-546-5981.

Remittance Address: ClassLink Inc. P.O.Box 5110 Newark, NJ 07101



# Quote

per user (15,001-25,000 users)	number of full-time teachers and students. ClassLink is free for admin, staff, and parents.	Annual per user licenses	\$3.20	17,275.00	\$55,280.00
5% Upfront Purchase Discount-Year 3 (15,001-25,000 users)	Minimum three-year agreement on ClassLink Launchpad Licenses only, discount is only valid with full upfront payment for all three years.	Year 4: Upfront payment discount	(\$0.16)	17,275.00	(\$2,764.00)
ClassLink Roster Server Annual Hosting (10,001-100,000 users)	A private server dedicated to your district and hosted with AWS	Year 4: Annual hosting fee	\$1,295.00	1.00	\$1,295.00
ClassLink Annual License - per user (15,001-25,000 users)	The annual Classlink License user count is based on the number of full-time teachers and students. ClassLink is free for admin, staff, and parents.	Year 5: Annual per user licenses	\$3.20	17,275.00	\$55,280.00
5% Upfront Purchase Discount-Year 3 (15,001-25,000 users)	Minimum three-year agreement on ClassLink Launchpad Licenses only, discount is only valid with full upfront payment for all three years.	Year 5: Upfront payment discount	(\$0.16)	17,275.00	(\$2,764.00)
ClassLink Roster Server Annual Hosting (10,001-100,000 users)	A private server dedicated to your district and hosted with AWS	Year 5: Annual hosting fee	\$1,295.00	1.00	\$1,295.00
ClassLink-LaunchPad Includes	<ul style="list-style-type: none"> <li>■ LaunchPad SSO access to instructional &amp; internal resources</li> <li>■ LaunchPad SSO to all network and cloud storage drives</li> <li>■ Sign in with AD/LDAP/Azure/Google/SAML/QuickCard/Faces</li> <li>■ Library of 6,000+ LaunchPad SSO &amp; unlimited custom LaunchPad</li> <li>■ Active Directory web-based password reset</li> <li>■ Custom iOS and Android apps</li> <li>■ Parent Portal</li> <li>■ Public Portal</li> </ul>		\$0.00	1.00	\$0.00
ClassLink-MFA Includes:	<ul style="list-style-type: none"> <li>■ image selection, challenge/response, pin</li> <li>■ SMS text, mobile authentication app, hardware fob</li> <li>■ ClassLink Verify app, Duo</li> </ul>		\$0.00	1.00	\$0.00
ClassLink-Analytics Includes:	<ul style="list-style-type: none"> <li>■ Real-time data from all your digital resources</li> <li>■ Ability to view reports by building, application and individual</li> <li>■ Ability to identify underutilized apps to inform decisions</li> <li>■ Ability to see ROI on all rostered apps and set district goal usage</li> </ul>		\$0.00	1.00	\$0.00
ClassLink-Roster Server Includes	A private server dedicated to your district and hosted with AWS		\$0.00	1.00	\$0.00
ClassLink-OneSync Includes:	<ul style="list-style-type: none"> <li>■ Provisioning of users to AD, O365/Azure and Google</li> <li>■ De-Provisioning of users</li> <li>■ Correlation mode</li> <li>■ Ease of use, automation, alerts, logs, thresholds</li> </ul>		\$0.00	1.00	\$0.00
ClassLink-Implementation and Professional			\$0.00	1.00	\$0.00

Quote valid for 30 days.

Multi-Year upfront discounts require payment in full for all years included on the quote. Payment is due within 30 days of the invoice date.

Email purchase order to [billing@classlink.com](mailto:billing@classlink.com) or fax to 973-546-5981.

Remittance Address: ClassLink Inc. P.O.Box 5110 Newark, NJ 07101



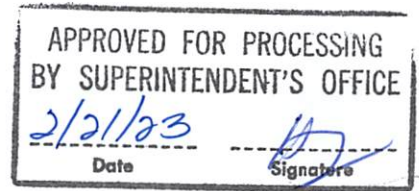
# Quote

Development Services					
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Total Price	\$276,050.00
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Quote valid for 30 days.  
Multi-Year upfront discounts require payment in full for all years included on the quote. Payment is due within 30 days of the invoice date.  
Email purchase order to [billing@classlink.com](mailto:billing@classlink.com) or fax to 973-546-5981.  
Remittance Address: ClassLink Inc. P.O.Box 5110 Newark, NJ 07101





**TITLE: APPROVAL OF BALFOUR BEATTY, LLC AS THE CONTRACTOR FOR PRECONSTRUCTION AND LEASE-LEASEBACK SERVICES FOR THE NEW MPR / KITCHEN / CLASSROOM BUILDINGS AT SIMI VALLEY HIGH SCHOOL**

Business & Facilities  
Consent #11

February 21, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

The District advertised a Request for Qualifications for Preconstruction and Lease Leaseback Services on November 15, 2022 and November 22, 2022 for the new MPR / Kitchen / Classroom Buildings at Simi Valley High School. The RFP set forth the criteria, based on qualifications and price, and the method in which the proposals were to be evaluated.

Statement of Qualifications were received on January 24, 2023. Five (5) packets were submitted. Screening was completed and interviews for the qualified firms took place on January 31, 2023.

Staff recommends approval of Balfour Beatty, LLC as the Construction Firm for Preconstruction and Lease Leaseback Services for the new MPR / Kitchen / Classroom buildings at Simi Valley High School.

**Fiscal Analysis**

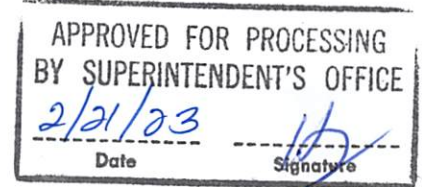
Balfour Beatty, LLC. will provide the District with a cost-effective means to obtain proposals for required preconstruction and construction services.

**Recommendation**

It is recommended that the Board of Education approve Balfour Beatty, LLC as the contractor for Preconstruction and Lease Leaseback Services for new MPR / Kitchen / Classroom buildings at Simi Valley High School.

On motion # 101 by Trustee Jubrau, seconded by Trustee LaBelle and carried by a vote of 5 to 0, the Board of Education, by a roll-call vote, approved Balfour Beatty, LLC as the contractor for Preconstruction and Lease Leaseback Services for the new MPR / Kitchen / Classroom buildings at Simi Valley High School.

Ayes: Pine  
Smollen  
Jubrau Noes: 0 Absent: 0 Abstained: 0  
LaBelle  
Bagdassaryan



**TITLE: APPROVAL OF AGREEMENT NO. B23RS397 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND BALFOUR BEATTY, LLC FOR PRECONSTRUCTION SERVICES FOR THE NEW MPR / KITCHEN / CLASSROOM BUILDINGS AT SIMI VALLEY HIGH SCHOOL**

Business & Facilities  
Consent #12

February 21, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

The District advertised a Request for Qualifications for Preconstruction and Lease Leaseback Services for the new MPR / Kitchen / Classroom Building at Simi Valley High School. Balfour Beatty, LLC, is a firm that was deemed qualified to perform Lease Leaseback services.

The Lease Leaseback Contractor will be providing constructability reviews, estimating, strategic planning and value engineering for the new MPR / Kitchen / Classroom Building at Simi Valley High School. The Preconstruction services will make sure the District's wants and needs are represented and the project(s) can be effectively built within the budget and time frame.

**Fiscal Analysis**

\$ 280,000.00 Preconstruction Services, paid by Measure X

**Recommendation**

It is recommended that the Board of Education approve Agreement B23RS397 with Balfour Beatty, LLC for Preconstruction services, for the new MPR / Kitchen / Classroom buildings at Simi Valley High School.

On motion # 101 by Trustee Jubran, seconded by Trustee LaBelle and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement B23RS397 for Preconstruction services, for the new MPR / Kitchen / Classroom buildings at Simi Valley High School.

Ayes: Pine  
Smollen  
Jubran Noes: 0 Absent: 0 Abstained: 0  
LaBelle  
Bagdasarian



**PRE-CONSTRUCTION SERVICES AGREEMENT**  
**B23RS397**

This Contractor Pre-Construction Services Agreement ("Agreement") is made and entered into effective February 21, 2023, by and between the Simi Valley Unified School District, a California school district organized and operating under the laws of the State of California (hereinafter "District") and **BALFOUR BEATTY, LLC**, a licensed California building contractor (hereinafter "Contractor") in relation to the New MPR / Classroom Building and the Kitchen Renovation projects at Simi Valley High School ("Project").

**RECITALS**

WHEREAS, District conducted a best value selection process through a competitive request for sealed proposals to select a contractor to provide both preconstruction services and lease-leaseback construction services pursuant to and in accordance with Education Code section 17406, which resulted in the selection of Contractor as the successful respondent.

WHEREAS, Contractor and District desire to enter into a lease-leaseback arrangement for construction of the Project pursuant to Education Code section 17406, which arrangement will be documented, if at all, by a Site Lease and Sublease with attachments, including Construction Services Agreement ("Lease-Leaseback Agreement").

WHEREAS, Education Code section 17406 allows for Contractor preconstruction services for the Project, as long as the construction work does not begin prior to the approval of the Plans and Specifications for the Project by the Division of the State Architect ("DSA").

WHEREAS, Contractor desires to provide consulting services to the District with respect to reviewing the Plans and Specifications to identify and call out all deficiencies, incongruities and inconsistencies that may affect constructability of the Project, including but not limited to design and specification omissions, incomplete and/or inconsistent plans, details and specifications, and any lack of coordination, together with all other appropriate, necessary and/or required services in accordance with the applicable standard of care, excluding only responsibility for the professional negligence of any licensed engineer or architect in the preparation of the Plans and Specifications ("Services" or "Pre-Construction Services") to facilitate, and in preparation for, the successful development and construction of the Project.

WHEREAS, this is not an agreement for design-build services.

WHEREAS, Contractor represents that it has the knowledge and experience necessary to perform the Services set forth in this Agreement.

WHEREAS, the parties acknowledge and agree that the Contractor and District that this Preconstruction Agreement is to be incorporated into the Master Construction Services Agreement., which will utilize a guaranteed maximum sum for complete construction of the Project. The parties also acknowledge and agree that the District may opt not to enter into Lease-Leaseback Documents or otherwise proceed with the Project with or without Contractor, for any reason or no reasons, in District's sole and absolute discretion.

NOW, THEREFORE, the parties agree as follows:

## **ARTICLE 1** **DEFINITIONS**

1.1 **DEFINITIONS**. As used in this Agreement, the following terms shall have the meanings specified herein unless the context requires otherwise.

“Architect” shall mean the Architect of Record for the design of each of the Measure X Projects, or any successor architect of record approved and appointed by the Board for the design of the Project. The District has contracted with a number of different architectural firms for the Measure X Projects.

“Board” shall mean the Board of Trustees of the Simi Valley Unified School District.

“Construction Budget” shall mean the amount of money that the District has allocated for all construction.

“Construction Cost” shall mean the cost to perform all Work pursuant to the Construction Documents.

“Consultant” includes an architect, engineer, planner, landscape architect, inspector or other professional/advisor with whom the District contracts with directly or indirectly to perform Project-related services.

“Construction Documents” shall mean those documents which are required for the actual construction of the Project as accepted and approved by DSA and the District’s Governing Board, including not limited to the complete final working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required, as well as all related correspondence providing additional direction as to the design intent, including RFIs, reviewed submittals, CCDs, change orders, etc.

“Contractor” shall mean the licensed Contractor performing the professional services under this Agreement, as authorized by Government Code sections Government Code 4525, 4526, 4529.5.

“Day” shall mean a calendar day unless otherwise specifically designated.

“District Representative” shall mean Lori Rubenstein, and any successor appointed by District.

“DSA Laws and Regulations” shall mean, in connection with each construction phase, the laws and regulations relating to the jurisdiction and authority of the Division of the State Architect in effect at the time construction is approved and the applicable permits, if any, are obtained, including, without limitation, the Field Act, Education Code sections 17280 et seq., and the California Disabled Access Law, Government Code sections 4450, et seq., along with all related laws, regulations rules and policies.

“Educational Specifications” shall mean the District’s approved educational specifications for school facility construction and incorporated herein by this reference and approved by the Board.

"General Conditions" shall mean the agreed upon overhead, temporary utilities, trailers, equipment and other on site and off site costs borne by the Contractor during Construction Phase of the Project.

"GMP" shall mean the Guaranteed Maximum Price" as that term is defined by State law for purposes of the Lease Leaseback delivery method of public school construction.

"IOR" shall mean Inspector of Record for the Project.

"Master Project Schedule" shall mean the Project schedule and any Master Project Schedule presented to, and approved by, the Board at a later date.

"Project" shall mean the pre-construction and construction of the facilities that will comprise the New MPR / Classroom Building and the Kitchen Renovation projects at Simi Valley High School.

"Project Budget" shall mean the budget for the Project, prepared and revised by the Program Manager and the Contractor and approved by District during the pre-construction phase and approved by the Board.

"Reimbursable Expenses" shall mean, any item of expense approved by the District as a reimbursable expense in connection with this Agreement and as detailed in Exhibit B.

"Site" shall mean the Simi Valley High School campus, located at 5400 Cochran Street, Simi Valley, California, 93063.

"Work" shall mean all the construction, work, labor, materials, machinery, equipment, tools, supplies, services and other items that the Contractor is to perform or provide in connection with the Project pursuant to the Construction Documents.

## **ARTICLE 2**

### **PRE-CONSTRUCTION CONTRACTOR BASIC SERVICES AND RESPONSIBILITIES**

Contractor represents to the District that: (i) it has previously acted as a Contractor; (ii) it has the necessary license(s) required by law for the Services set forth in this Agreement, (License No. **B**); and (iii) it has expertise and experience in constructability reviews, cost estimating, value engineering, construction supervision, bid preparation, evaluation of construction projects, project scheduling, cost benefit analysis, claims review and negotiation, and general management and administration of construction projects.

Contractor covenants to provide its best skill and judgment in furthering the interests of the District in the performance of its obligations under this Agreement. Contractor agrees to furnish efficient business administration and management services and to perform in an expeditious and economical manner consistent with the interests of the District. Contractor shall provide all services with respect to the Project as set forth in this Agreement and the attached exhibits (the "Services").

It is understood and agreed that time is of the essence in connection with the funding plan and the design and construction of the Project and Contractor agrees to use its best efforts to ensure that the Projects are submitted to DSA for approval in accordance with the following schedule:

Project	Date of Submittal to DSA
MPR / Classroom Bldg	To Be Determined
Kitchen Remodel / Modernization	To Be Determined

Unless directed otherwise by the District, the District's Representative, and/or the Program Manager, the Contractor shall direct all communication, correspondence, and other interactions with the District through the Program Manager, including communication with the District's personnel, the Architect, the District's consultants, and any other agencies, organizations, or outside entities.

**2.1 BASIC SERVICES.** The Basic Services shall include project design review and evaluation, planning for construction mobilization and supervision, construction cost estimating and analysis, project scheduling, and cost-benefit analysis, including, but not limited to, the tasks identified below.

2.1.1 Contractor shall communicate and coordinate with the District and the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

2.1.2 Contractor shall provide a preliminary evaluation of the District's schedule and Construction Budget, each in terms of the other.

2.1.3 The Architect's agreement with the District may include numerous phases of services described in such agreement. During the Architect's services, Contractor shall coordinate with the Architect as necessary to deliver the Services and support the schematic design, design development, construction documents, DSA submittal development and approval, and bid preparation, administration, review of bids, and development of proposed guaranteed maximum price ("GMP").

2.1.4 Contractor shall perform the Pre-Construction Services as defined in the Recitals and further detailed in this Article 2 in accordance with the applicable standard of care for a licensed contractor, excluding only responsibility for the professional negligence of any licensed engineer or architect in the preparation of the Plans and Specifications:

(1) Perform an ongoing review of the Architect's programming plan including the size of space, proposed finishes, ceiling heights, building height, exterior finishes, circulation spaces, any necessary ancillary spaces, and any anticipated site work;

(i) Contractor shall submit to the Program Manager, at each document review phase, an analysis of the Architect's program in comparison to the District's approved Educational Specifications, including quantified cost and time impacts associated with each variance.

(2) Perform an ongoing analyses and review of the Construction Documents during their development and advise and make recommendations on proposed site use and improvements, facility improvements, selection of materials, building systems and equipment, constructability reviews, value engineering and related quality assurance/quality control consulting, scheduling, and methods of Project delivery.

(3) Contractor shall advise and provide recommendations on relative feasibility of

construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost and scheduling including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies;

(4) Regularly revise and update a Project Scope of Work document in coordination with the Architect to:

(i) Identify, quantify, and delineate the trade-specific scopes of work, how they are separate from each other, and where coordination is required to deliver a complete system for all components of the Project Scope of Work,

(ii) Identify potential scope gaps, or scope overlaps between trades and present such findings to the Architect and the Program Manager in a timely manner for review and consideration,

(iii) Identify long lead procurement items and approval activities required for each trade’s scope of work, and

(iv) Identify submittal requirements, agency approvals, permit requirements, licensing requirements, and any other necessary items that are required for timely completion of each trade’s scope of work;

(v) Ensure that all Construction Documents submitted to DSA shall be constructible by a competent general building contractor duly licensed by the State of California, without need for any Requests for Information, Supplemental Instructions, Change Orders or similar inquiries or changes in order to complete construction of the full Scope of Work within a Construction Cost, including all contingencies and allowances, not to exceed 90% of the Construction Budget and to form the basis of the Guaranteed Maximum Price for the Project.

(5) Coordinate actively with the Architect to provide trade coordination input into the design process to ensure that all Construction Documents are fully coordinated and that all clashes and inconsistencies are identified and remedied through, or to the equivalent extent of Building Information Management clash detection analysis;

(6) Perform ongoing and accurate Construction Cost estimating to confirm that cost to perform the Work does not exceed the Construction Budget, including regular reconciliation reports between Architect’s and Contractor’s cost estimates, including square foot pricing at schematics, detailed line item quantities and costs at conceptual design, and regular cost estimate updates at design development, construction documents, DSA submittal, bid set and further phases as needed;

(7) Prepare an ongoing and accurate, and periodically update, Master Project Schedule for the Architect’s review and the District’s acceptance showing major construction milestones including but not limited to: start of construction, mobilization, demolition, abatement, site work, foundations, structure, mechanical/electrical/plumbing/fire sprinkler (MEPF) systems, building envelope, exterior finishes, interior finishes, landscaping/hardscaping, and Project completion. The Master Project Schedule must include the following information: detailed work activities properly sequenced for trade coordination planning as needed to ensure that the Project can be completed within the allotted construction schedule, long lead items are identified, curing

times are identified, procurement schedule requirements are defined, submittal schedule requirements are defined, and other timeline and schedule planning as necessary to ensure that the Project can be constructed within the allotted timeframe. Contractor coordinate and collaborate with the Architect as necessary to prepare, and shall prepare accordingly the portion of the preliminary Project schedule relating to the performance of the Architect's services in accordance with the Architect's agreement(s) with the District. In the Master Project Schedule, Contractor shall coordinate and integrate Contractor's Services, the Architect's services, the construction of the Project, the District's responsibilities, inspection requirements, document review periods, and all other activities required for Project completion, highlighting critical and long-lead-time items;

(8) Develop a list of recommended contingencies, allowances, and estimated escalation;

(9) Develop proposed General Conditions and all proposed markups including but not limited to: fee, insurance, and bonding. Develop site logistics and safety plan showing laydown areas, construction traffic flow and construction personnel parking;

(10) Develop a complete list of bid alternates, and proposed bid list of trade contractors as well as criteria for trade contractors pre-qualification, exercising all due diligence to obtain at least five (5) trade contractors per trade required for major trades, and three (3) trade contractors per trade required for minor trades, and in the event that Contractor is unable, despite the exercise of due diligence, to obtain the minimum number of trade contractor bids required, present to District the record of due diligence which District shall not unreasonably reject as adequate in lieu of obtaining the minimum number of trade contractor bids required;

(11) Develop proposed GMP with full detail, bid results, and notes, including bid alternates and associated pricing.

2.1.5 Further, Contractor shall provide ongoing advice to the District and the Architect in a team effort to assure that the Project is delivered on time and on budget. To provide such ongoing support and consulting, the Contractor shall:

(1) Participate in Project progress meetings, as scheduled by the Program Manager, with Architect and Program Manager to provide ongoing updates of status of items set forth in 2.1.4 (1) through (12) above, and to discuss any and all issues that arise that may affect the Project;

(2) Prepare a monthly progress report and provide weekly updates as needed to include, but not be limited to, the following information:

(i) Status of all required deliverables in progress, and required within 4 weeks of date of report,

(ii) Design intent and scope questions,

(iii) Programming status,

(iv) Coordination reviews,

(v) Regulatory and agency review updates,

- (vi) Progress on any required studies and deliverables,
- (vii) Contract administration,
- (viii) Budget and value engineering, and
- (ix) Schedule status;

(3) Provide support to the Program Manager as requested and or required to provide accurate and complete monthly updates to the Board and the Citizen's Bond Oversight Committee, including but not limited to (i) attending meetings with Program Manager, (ii) preparing reports and presentations to demonstrate project progress, (iii) coordinating with Architect and Consultant to ensure complete and accurate information is provided at all times to the Board and Citizens' Bond Oversight Committee.

2.1.6 Following the District's approval of each phase of the development of Construction Documents, Contractor shall update and submit the latest estimate of the Construction Cost and the Master Project Schedule, and all other Phase Deliverables.

## 2.2 ADDITIONAL SERVICES

Services in addition to those set forth in this Agreement will require written request or pre-authorization in writing by the District following specific approval of such services by the Board. It is understood and agreed that Contractor shall not perform any services in addition to those set forth in this Agreement unless and until Contractor receives specific written approval for such additional services from the Board. It is understood and agreed that if Contractor performs services in addition to those set forth in this Agreement without receiving prior written approval from the Board, Contractor shall not be paid for such services.

## 2.3 TIME

2.3.1 Contractor shall perform the Services set forth in this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project. Time is of the essence in connection with the Project and with all of Contractor's Services.

2.3.2 Contractor shall be entitled to an extension of time for the time of completion for delay which may arise due to an act of God, such as an earthquake, flood or fire, or an act of a public enemy or act of war, if such act results in delays on any approvals necessary for completion of the Project, but Contractor shall have no claim for any other compensation for such delay.

2.3.3 Should the schedule for the construction of the Project be extended due to an added scope of work as directed by the District and approved by the Board or an extension of the schedule related to governmental agency approvals necessary for completion of the Project, the time for performance under this Agreement shall be extended and Contractor shall be compensated for this extension as mutually agreed by the parties.

**ARTICLE 3**  
**THE DISTRICT'S RESPONSIBILITIES**

3.1 The District shall provide all information actually known to District, without obligation or duty to undertake any investigation, research, inspection, inquiry, regarding the requirements of the Project including the District's objectives, constraints and criteria.

3.2 The District shall designate a District Representative to act on the District's behalf with respect to the Project. The District, or the District Representative, if authorized, shall render decisions promptly to avoid unreasonable delay in the progress of Contractor's Services.

3.3 The District shall furnish tests, inspections and reports as required by law or the Construction Documents.

3.4 If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, prompt notice thereof shall be given by the District to Contractor. District has no obligation or duty to undertake any investigation, research, inspection, inquiry or other steps to discover any fault or defect in the Project, or nonconformance with the Construction Documents, but only the obligation to inform Contractor of any specific fault, defect or non-conformance of which the District actually becomes aware.

3.5 The District reserves all rights regarding the Project and any development, progress or work thereon, including the right to cease any or all work on or related to the Project, the right to perform work related to the Project with the District's own forces and/or whether to award any contracts to any person or entity in connection with the Project. Contractor understands and acknowledges that this Agreement contains no promise to enter into or negotiate any further agreement, work or engagement with or for District by and between the District and Contractor.

3.6 The District shall retain the Architect whose services, duties and responsibilities are described in the agreement between the District and the Architect. The District-Architect agreement shall be furnished to Contractor.

**ARTICLE 4**  
**CONSTRUCTION COST**

4.1 Construction Cost shall not include the compensation of Contractor for the Services performed under this Agreement, nor all services of the Architect and Consultant, the cost of land, rights-of-way and other costs that are the responsibility of the District.

4.2 Contractor shall consult with the Architect and the District to suggest reasonable adjustments in the scope of each Project, and to suggest alternate bids in the Construction Documents to adjust the Construction Costs so that it does not exceed the allowable Construction Budget of \$35 Million total for both projects.

4.3 Contractor shall provide for the District's review and acceptance, a monthly report showing the status of each Project. With the District's assistance, and in accordance with District procedures, Contractor shall assist, if needed, District with all construction related Board agenda items for each Project.



## **ARTICLE 5**

### **BASIS OF COMPENSATION AND PAYMENT**

5.1 **COMPENSATION AMOUNT.** The Contractor shall perform the Services as set forth in this Agreement for a fee not to exceed **\$280,000.00** (the “Total Fee”) which shall otherwise be invoiced and paid in accordance with this Article. In any event that Contractor invoices the Total Project Fee prior to completion of all Services required of Contractor herein, Contractor shall continue to perform all Services required herein through completion for the Total Project Fee received as good and sufficient consideration of all Services required of Contractor herein.

Reimbursable expenses, other than Approved Charges, as designated in Exhibit “B,” are included in the Total Project Fee. Approved Charges, as designated in Exhibit “B,” shall be reimbursed by the District as described in this Article 5.

5.2 **METHOD OF PAYMENT.** Contractor shall submit for the District’s approval a proposed Schedule of Values (“SOV”) within 14 days of receipt of executed Agreement, indicating the Contractor’s distribution of the Total Project Fee among the various Services for use in determining the billable amounts to be invoiced by the Contractor to the District. The District approval of the SOV shall not be unreasonably withheld.

Contractor shall allocate in the SOV a minimum of 5% of Total Project Fee to the DSA Approval of the Project, and 5% of the Total Project Fee to the completion of bid documents/preparation of the proposed GMP.

5.3 **INVOICING FOR SERVICES.** Following completion of the Services applicable to each phase set forth in the SOV, or agreement by the District to consider an interim invoice, Contractor 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 Total Project Fee to be paid for that phase set forth in the SOV for the Services identified in the invoice.

Contractor shall identify all reimbursable expenses or charges included in the invoice or request for payment as separate from Total Project Fee line items, and provide a cumulative total of reimbursable expenses billed to date, current reimbursable amount billed, and remaining amount for reimbursable expenses as provided for in this Agreement. All reimbursable expenses shall be identified using the categories agreed upon by the parties. Requests for reimbursable expenses shall be limited to the categories of charges listed in Exhibit “B”, and any other categories of charges agreed to at a later date by the Board, and must be within the total amount allowable per this Agreement. A request for reimbursement of a Reimbursable Direct Charge (General Conditions) is limited to the categories of approved charges listed in Exhibit “B”, and any other categories of charges agreed to at a later date by the Board.

Each invoice or request for payment shall also be accompanied by a certificate from Contractor to the effect that invoice or request for payment is a true and accurate reflection of the Services performed by Contractor and that the items for which compensation is requested have not been previously paid for or denied compensation by the District. Contractor shall use the Invoice Approval Form per attached Exhibit “E”.

5.4 **TIMING OF PAYMENT.** District shall pay Contractor for all undisputed amounts, which are approved by the District pursuant to this Agreement no later than thirty (30) calendar

days from the date of receipt by the District of an invoice from Contractor.

## **ARTICLE 6**

### **TERMINATION, ABANDONMENT OR SUSPENSION OF WORK**

#### **6.1 TERMINATION OF PRE-CONSTRUCTION CONTRACTOR SERVICES**

The District may terminate all or any portion of this Agreement or the Services for cause in the event Contractor fails to promptly and efficiently perform the Services or otherwise fails to comply with the terms of this Agreement. The termination shall be effective if Contractor fails to cure such default within thirty (30) 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) Days of issuance of the notice and diligently prosecutes such cure to the satisfaction of the District.

Contractor may give thirty (30) Days written notice to the District of Contractor's intent to terminate this Agreement for the District's failure to perform its duties and responsibilities under this Agreement. If, after the expiration of such thirty (30) Days, the District fails to cure the performance as set forth in Contractor's notice of intent to terminate the Agreement, Contractor may issue a notice of termination. If the actions to be taken to cure the default would reasonably exceed thirty (30) Days and the District commences curing the default within said period of time, and thereafter continuously continues to cure the default, Contractor agrees not to suspend or terminate the Agreement until the District has had a reasonable opportunity to fully cure the default.

The District shall also have the right in its absolute discretion to terminate this Agreement without cause following forty-five (45) Days written notice from the District to Contractor.

#### **6.2 CONTINUANCE OF WORK**

In the event of a dispute between the parties as to performance of the Services by Contractor or the interpretation of this Agreement, or payment or nonpayment for Services performed or not performed, the parties shall attempt to resolve the dispute. The District and Contractor agree to seek, in good faith, a timely and equitable resolution of a dispute. All efforts will be made by both the District and Contractor to avoid any legal proceedings arising from a dispute.

However, pending resolution of a dispute, Contractor agrees to continue the Services diligently to completion and the District agrees to continue paying Contractor all undisputed compensation in accordance with Article 5. If the dispute is not resolved, Contractor agrees it shall neither terminate the Agreement nor stop the progress of its Services, but Contractor's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute.

#### **6.3 ABANDONMENT OF THE PROJECT**

The District has the absolute discretion to suspend or abandon all or any portion of the work on the Project and may do so upon fourteen (14) Days' written notice to Contractor. Upon notice of suspension or abandonment, Contractor shall immediately discontinue any further action on the Project or the abandoned portion of the Project, as applicable. If the entire work to be performed on the Project is abandoned, the parties shall each be relieved of the remaining executory obligation of the Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior

to said abandonment.

#### **6.4 COMPENSATION IN THE EVENT OF TERMINATION, ABANDONMENT OR SUSPENSION**

In the event the District terminates this Agreement for cause, abandons or suspends the work on the Project, there shall be due and payable within thirty (30) Days following such termination, abandonment or suspension a sum of money sufficient to increase the total amount paid to Contractor to an amount which bears the same proportion to the Total Project Fee as the amount of Services performed or provided by Contractor prior to the time of such termination, suspension or abandonment of this Agreement bears to the entire Services Contractor is required to perform pursuant to this Agreement.

In the event of termination due to a breach of this Agreement by Contractor, the compensation due Contractor upon termination shall be reduced by the amount of damages sustained by the District due to such breach.

#### **6.5 DELIVERY/OWNERSHIP OF DOCUMENTS**

Upon termination, abandonment or suspension, Contractor shall deliver to the District all documents and materials related to the Project. It is agreed that the District is the sole owner of all documents, schedules and materials concerning the Project.

### **ARTICLE 7** **INDEMNIFICATION**

7.1 To the fullest extent permitted by law, Contractor shall indemnify, defend and save and hold the District, its Board, officers, employees, agents and authorized volunteers (the "Indemnitees") harmless from any and all liability arising out of:

7.1.1 Any and all claims under worker's compensation acts and other employee benefit acts with respect to Contractor's employees arising out of Contractor's performance of Services under this Agreement; and

7.1.2 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 Contractor, 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 active negligence or willful misconduct of the Indemnitees.

7.2 To the fullest extent permitted by law, Contractor agrees to indemnify and hold the Indemnitees entirely harmless from all liability arising out of, pertaining to, or relating to 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 by Contractor, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.

7.3 Contractor'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 Contractor, but not to the extent of loss, injury, death or damage caused by the active negligence or willful misconduct of the Indemnitees.

7.4 Contractor's obligation to indemnify as outlined above will be continuing and shall survive the term of this Agreement or any earlier termination of this Agreement.

## **ARTICLE 8** **SUCCESSORS, SUCCESSORS AND ASSIGNS**

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that Contractor shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the District. Any attempted assignment without such consent shall be invalid.

## **ARTICLE 9** **APPLICABLE LAW**

The laws of the State of California shall govern this Agreement, however, in the event that the District receives any State funding for the Project from the State Allocation Board, this Agreement shall also be governed by any applicable laws and/or regulations relating to such State funding from the State Allocation Board (collectively the "Applicable Law"). To the extent that there is any inconsistency between this Agreement and the Applicable Law, or this Agreement omits any requirement of the Applicable Law, the language of the Applicable Law, in effect on the date of the execution of this Agreement, shall prevail.

## **ARTICLE 10** **PRE-CONSTRUCTION CONTRACTOR NOT AN OFFICER OR EMPLOYEE OF DISTRICT**

While engaged in carrying out and complying with the terms and conditions of this Agreement, Contractor is an independent construction management consultant and not an officer or employee of the District.

## **ARTICLE 11** **INSURANCE**

11.1 Without in any way affecting the indemnity provided in or by Article 7, before commencement of any Services, Contractor 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 Minimum Limits of Insurance. Contractor shall procure and maintain the types and

amounts of coverage as follows:

11.2.1 Commercial General Liability Insurance with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury and property damage/\$2,000,000 annual aggregate.

11.2.2 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.

11.2.3 [This Section intentionally omitted]

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

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

### 11. 3 Minimum Scope of Insurance.

11.3.1 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.

11.3.2 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.

11.3.3 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.

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

11.4.1 The Commercial General Liability policy shall name District, the Board 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 Contractor’s insurance and shall not contribute with it.

11.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against the District, the Board and each member thereof, its officers, employees, agents, and volunteers.

11.4.3 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.

11.4.4 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.

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

11.5.1 Be issued by insurance companies admitted to do business in the State of California, or permitted to do business under the Surplus Line Law of 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. Contractor 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) Contractor shall be required to procure insurance from another insurer.

11.5.2 Except for professional liability policies, all insurance required by this Article 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 Board, its directors, officials, officers, employees and agents.

11.5.3 Contractor shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.5.4 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.

11.5.5 At all times while this Agreement remains in effect, Contractor 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.

11.5.6 If Contractor fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Contractor's expense

and deduct the premium from any fees or reimbursable expenses subsequently invoiced by Contractor.

11.5.7 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. Contractor agrees that, at the option of the District, it will either: (A) arrange for the insurer to 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.

## **ARTICLE 12**

### **EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between the District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and Contractor.

Contractor, in the performance of this Agreement, shall be and act as an independent construction management consultant. Contractor understands and agrees that Contractor and all of Contractor's employees, Contractor, subconsultants or other subcontractors shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation insurance. Contractor assumes full responsibility for the acts and/or omissions of Contractor's employees, agents, Contractor or subconsultants as they relate to the services to be provided under this Agreement. Contractor assumes full responsibility for payment of all federal, state and local taxes, and all contributions, including all employment benefits, unemployment insurance, social security and income taxes for Contractor's employees, Contractor, subconsultants or other subcontractors.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or Contractor.

District and Contractor, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Contractor shall not assign this Agreement without the express, written consent of District, which may be withheld by District for any reason or no reason, in District's absolute discretion.

This Agreement shall be governed by the laws of the State of California. Venue for any action or proceeding shall rest in Orange County. In the event of any claim or civil action between District and Contractor to enforce this Agreement, each party will bear its own attorneys' fees.

While it is the intent of the parties that, if the Project continues, they will engage in good faith efforts to negotiate a further, separate and distinct set of agreements for construction of the Project, the District retains sole and complete discretion to cease the Project, suspend the Project, or engage any other person or firm to provide any or all further services related to the Project. Nothing in this Agreement obligates the District to engage the Contractor, or to attempt to negotiate with the Consultant to provide

services or work in any further agreements or capacity, whatsoever.

The parties, through their authorized representatives, have executed this Agreement on the day and year first written above.

**SIMI VALLEY UNIFIED SCHOOL DISTRICT**

By:

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**BALFOUR BEATTY CONSTRUCTION, LLC**

By:

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## **EXHIBIT “A” PROJECT BUDGET**

The budget is estimated at \$35 million dollars of construction costs.

**EXHIBIT “B” BASIS OF COMPENSATION**

Total Project Fee Amount: **\$280,000.00 (100%) Total for both projects.**  
 (15% for the Kitchen Project, 85% for the MPR Building)

**Proposed Fee Payout**

The preconstruction contractor shall bill the District by an hourly basis. The fees invoiced shall not exceed the following percentages of the not to exceed amount, by phase.







Program Feasibility & Constructability Review:	10%
Schematic Design Review:	10%
Design Development Review:	20%
Construction Document Review:	30%
DSA Submittal:	15%
DSA Approval:	5%
Bid Document & Proposed GMP Submittal:	5%
Bid Doc & GMP Approval:	5%
<b>Total Project Fee</b>	<b>100%</b>

**Approved Charges\*:**

- Agency plan check fees, utility fees, permit fees, and other fees or costs associated with carrying out required approvals and permitting processes, if paid on behalf of the District.
- Expenses incurred on behalf of the District as directed in writing.

\*Note: Reimbursable Expenses and Charges not explicitly listed above must be approved in writing by the Program Manager prior to invoicing for reimbursement.

**Approved Hourly Rates for Services\*\*:**

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\*\*Note: Additional services must be approved in writing by the Program Manager prior to proceeding with work, or invoice for services.

**EXHIBIT “C” MASTER PROJECT SCHEDULE**

To Be Determined

## EXHIBIT "D"

### FINGERPRINT CERTIFICATE – PUBLIC WORKS

I, \_\_\_\_\_, am the \_\_\_\_\_ of

(Print Name)

[SimiEDU45125-1]

(Title)

\_\_\_\_\_. I declare, state, and certify all of the following:

(Entity)

1. I am aware of the provisions and requirements of California Education Code §45125.1 and §45125.2, regarding fingerprinting of persons providing services to school districts. As such, I understand that as a public works contractor, California Education Code §45125.2 provides methods to ensure pupil safety, among which, includes the following:

**CONTINUAL supervision and monitoring of ALL of Entity's employees by an employee of the Entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony [§45125.2(a)(2)].**

**The District requires Entity to be able to comply with the above. As such, Entity shall ensure District that Entity has a California Department of Justice issued ORI number** under which Entity's supervisory employees have been fingerprinted and have a valid criminal record summary **AND that Entity has a contract with the Department of Justice in order to receive notification of subsequent state or federal arrests or dispositions.** Entity shall provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service.

**Entity's DOJ issued  
ORI Number**



**If your entity does not have an ORI #, STOP** and contact the School District's Purchasing Director at 805-306-4500 x4601.

**As an alternative to Entity having an ORI number,** the District may allow Entity's supervisory employees to be fingerprinted under the District's ORI number. Contact the District's Purchasing Director at 805-306-4500 x4601.

2. I have personal knowledge of and/or have made due and diligent inquiry with respect to the following, and based on said knowledge and/or inquiry I certify that:
  - A. The fingerprints of each person identified on Attachment B-1, providing CONTINUAL supervision and monitoring of ALL of Entity's staff, including subcontractors of all tiers, have been submitted to the California Department of Justice under the ORI number provided above pursuant to Education Code §45125.1; and,
  - B. The California Department of Justice has issued written or electronic verification that each person identified on Attachment B-1 has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.
3. Entity shall provide **additional Fingerprint Certificates** for each and every employee providing CONTINUAL supervision and monitoring who is not identified on Attachment B-1 prior to permitting such person(s) to perform supervision and monitoring of Entity's employees.
4. I certify that Entity is NOT a sole proprietorship. (If Entity is a sole proprietorship, contact the District's Purchasing Director)
5. Entity and I understand that if the District determines that Entity has either: (a) made a false certification herein, or (b) violates this certification by failing to carry out and to implement the requirements of California Education Code §45125.1, the Contract is subject to termination, suspension of payments, or both.

6. I am authorized to execute this Fingerprint Certificate on behalf of the Entity. All of the statements set forth above and all of the information provided in Attachment B-1 are true, correct, complete, and accurate. Further, there are no omissions or misstatements of material fact in the foregoing statements or in the information set forth in Attachment B-1 which would render such statements and/or information to be false or misleading.

Unsupervised Contact with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. Entity shall ensure that Entity, any subcontractors of all tiers, and their officers, employees, and agents will have no Unsupervised Contact with students while on District property. Entity will work with the District and with Entity's subcontractors to ensure compliance with this requirement and shall take all measures necessary to ensure compliance with this requirement, without compromising the day-to-day educational operations at each school site where Entity is performing work. If Entity is unable to ensure through a security plan (which includes but is not limited to provision of an on-site Superintendent who has passed DOJ fingerprinting, and is present at the work areas whenever work is being performed, installation of temporary barriers and fencing, isolation of the work areas or rooms from the rest of the campus or building, provision of separate sanitation and break areas for the workers, and provision of a separate path or supervised escort to and from the work for construction employees) that prevention of unsupervised contact with students in a particular circumstance cannot be achieved, then Entity shall immediately notify the District before commencing or continuing any work that could result in Unsupervised Contact, and shall refrain from commencing or continuing the work until Entity has remedied the issues which may lead to Unsupervised Contact with students.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(City and State) [SimiEDU45125-1b]

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Handwritten or Typed Name)

**\* ATTACHMENT B-1 MUST BE COMPLETED IN ACCORDANCE WITH THE ABOVE \***

**FINGERPRINT CERTIFICATE**

**ATTACHMENT B-1**

[SimiEDU45125-2]

The fingerprints of each person identified below, providing CONTINUAL supervision and monitoring of ALL of Entity’s staff, including subcontractors of all tiers, have been submitted to the California Department of Justice under the Entity’s California Department of Justice issued ORI number pursuant to Education Code §45125.1; and,

The California Department of Justice has issued written or electronic verification that each person identified has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.

**NON-COLLUSION DECLARATION**

**PROJECT:**

**STATE OF CALIFORNIA**

**COUNTY OF**

I, , being first duly sworn, deposes and says that I am

(Typed or Printed Name) [SimiPCC7106]

the of , the party submitting

(Title) (Bidder Name)

the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this day of , 20 at .

(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature)

(Name Printed or Typed)

**SIMI VALLEY UNIFIED SCHOOL DISTRICT**

**Lease Leaseback Pre-Construction Services Agreement – Royal HS**

**SIMI VALLEY UNIFIED SCHOOL DISTRICT**

**Lease Leaseback Pre-Construction Services Agreement – Royal HS**

**CERTIFICATE OF WORKERS’ COMPENSATION INSURANCE**

I, the of

(Name) [SimiLAB3700] (Title)

, declare, state and certify that:

(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) 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 in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, 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 or her employees.”

2. I am aware that the provisions of California Labor Code §3700 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 I will comply with such provisions before commencing the performance of this Contract.

(Contractor Name)

By:

(Signature)

(Typed or printed name)



**DRUG-FREE WORKPLACE CERTIFICATION**

I, , am the of

(Print Name) [SimiGOV8350] (Title)

(Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.

2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor 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 Contractor's workplace and specifying actions which will be taken against employees for violation 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. Contractor's policy of maintaining a drug-free workplace;

iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and

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 be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at this day of , 20 .

(City and State)

(Signature)

(Printed or Typed Name)

**SIMI VALLEY UNIFIED SCHOOL DISTRICT**

**Lease Leaseback Pre-Construction Services Agreement – Royal HS**

**TOBACCO-FREE ENVIRONMENT CERTIFICATION**

**PROJECT:**

**This Tobacco-Free Environment Certification form is required from the successful Bidder.**

The contract between **Simi Valley Unified School District** ("District") and ("Contractor" or "Bidder") includes the following provisions:

[SimiLAB6400]

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking, vaping, 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.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will 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/vape on any District site.

Date:

Contractor:

Signature:

Print Name:

Title:

## FINGERPRINT CERTIFICATE

I, \_\_\_\_\_, am the \_\_\_\_\_ of \_\_\_\_\_  
 (Print Name) [SimiEDU45125-1] (Title)

(Entity)

I declare, state, and certify all of the following:

1. I am aware of the provisions and requirements of California Education Code §45125.1, regarding fingerprinting of persons providing services to school districts. As such, I understand that **any employee who interacts with students outside of the immediate supervision and control of the pupil's parent or guardian or a school district employee** has a valid criminal records summary as described in Education Code §44237, and has not been convicted of a felony as described in Education Code §45122.1.

**Entity shall ensure District that Entity has a California Department of Justice issued ORI number** under which Entity's employees have been fingerprinted and have a valid criminal record summary AND that **Entity has a contract with the Department of Justice in order to receive notification of subsequent state or federal arrests or dispositions**. Entity shall provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service.

Entity's DOJ issued  
ORI Number





**If your entity does not have an ORI #, STOP** and contact the School District's Purchasing Director at 805-306-4500 x4601.

**As an alternative to Entity having an ORI number**, the District may allow Entity's supervisory employees to be fingerprinted under the District's ORI number. Contact the District's Purchasing Director at 805-306-4500 x4601.

2. I have personal knowledge of and/or have made due and diligent inquiry with respect to the following, and based on said knowledge and/or inquiry I certify that:
  - A. The fingerprints of each person identified on Attachment B-1 have been submitted to the California Department of Justice under the ORI number provided above pursuant to Education Code §45125.1; and,
  - B. The California Department of Justice has issued written or electronic verification that each person identified on Attachment B-1 has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.
3. Entity shall provide **additional Fingerprint Certificates** for each and every employee who is not identified on Attachment B-1 prior to permitting such person(s) to perform any work on District sites.
4. I certify that Entity is NOT a sole proprietorship. (If Entity is a sole proprietorship, contact the District's Purchasing Director)
5. Entity and I understand that if the District determines that Entity has either: (a) made a false certification herein, or (b) violates this certification by failing to carry out and to implement the requirements of California Education Code §45125.1, the Contract is subject to termination, suspension of payments, or both.
6. **Entity shall submit with this certificate a copy of Entity's Department Of Justice agency approval letter.**
7. I am authorized to execute this Fingerprint Certificate on behalf of the Entity. All of the statements set forth above and all of the information provided in Attachment B-1 are true, correct, complete, and accurate. Further, there are no omissions or misstatements of material fact in the foregoing statements or in the information set forth in Attachment B-1 which would render such statements and/or information to be false or misleading.

Unsupervised Contact with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. Entity shall ensure that Entity, any subcontractors of all tiers, and their officers, employees, and agents will have no Unsupervised Contact with students while on District property. Entity will work with the District and with Entity's subcontractors to ensure compliance with this requirement and shall take all measures necessary to ensure compliance with this requirement, without compromising the day-to-day educational operations at each school site where Entity is performing work.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
 (City and State) [SimiEDU45125-1b]

(Signature)

(Handwritten or Typed Name)

**\* \* \* ATTACHMENT B-1 MUST BE COMPLETED IN ACCORDANCE WITH THE ABOVE \* \* \***

**FINGERPRINT CERTIFICATE**

**ATTACHMENT B-1**

[SimiEDU45125-2]

The fingerprints of each person identified below have been submitted to the California Department of Justice under the Entity's California Department of Justice issued ORI number pursuant to Education Code §45125.1; and,

The California Department of Justice has issued written or electronic verification that each person identified has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.

## NON-COLLUSION DECLARATION

**PROJECT:** \_\_\_\_\_

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, being first duly sworn, deposes and says that I am  
(Typed or Printed Name) [SimiPCC7106]

the \_\_\_\_\_ of \_\_\_\_\_, the party submitting  
(Title) (Bidder Name)

the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.

(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature)

(Name Printed or Typed)

# CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_  
(Name) [SimiLAB3700] (Title)

\_\_\_\_\_, declare, state and certify that:  
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) 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 in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, 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 or her employees.”

2. I am aware that the provisions of California Labor Code §3700 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 I will comply with such provisions before commencing the performance of this Contract.

(Contractor Name)

By: \_\_\_\_\_  
(Signature)

(Typed or printed name)

## DRUG-FREE WORKPLACE CERTIFICATION

I, \_\_\_\_\_, am the \_\_\_\_\_ of \_\_\_\_\_  
(Print Name) [SimiGOV8350] (Title)

(Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor 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 Contractor's workplace and specifying actions which will be taken against employees for violation 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. Contractor's policy of maintaining a drug-free workplace;
    - iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
    - 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 be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
  - D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(City and State)

(Signature)

(Printed or Typed Name)

**TOBACCO-FREE ENVIRONMENT CERTIFICATION****PROJECT:**

**This Tobacco-Free Environment Certification form is required from the successful Bidder.**

The contract between **Simi Valley Unified School District** ("District") and

\_\_\_\_\_ ("Contractor" or "Bidder") includes the following provisions:  
[SimiLAB6400]

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking, vaping, 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.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will 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/vape on any District site.

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

Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



APPENDIX - 1



INSTRUCTIONS for the  
CERTIFICATE OF INSURANCE and  
ADDITIONAL INSURED ENDORSEMENT

The Ventura County Schools Self-Funding Authority requires that our district obtain a **Certificate of Insurance** and **Additional Insured Endorsements** prior to our school/district utilizing your company's services. The instructions below can be used as a guide to help meet our District requirements:

**NOTE: YOUR SPECIFIC LIMITS MAY DIFFER. See contract/agreement for required limits.**

- INSURED NAME and ADDRESS must be shown.
- INSURANCE CARRIER must be satisfactory to district, with a current A.M. Best rating of no less than (financial strength: financial size) A-VII.
- GENERAL LIABILITY (*Additional Insured Endorsement Required*)
  1. Commercial General Liability "box" must be checked.
  2. Occurrence "box" must be checked.
  3. Policy number must be shown.
  4. Policy effective and expiration dates must be current.
  5. Each Occurrence limit must be at least \$2,000,000.00.
  6. Personal and Advertising Injury limit must be at least \$1,000,000.00.
  7. General Aggregate limit must be at least \$4,000,000.00.
  8. Products/Completed Operations Aggregate limit must be at least \$1,000,000.00.
  - ADDITIONAL INSURED ENDORSEMENT including COMPLETED OPERATIONS ISO form "CG 20 10 11 85" or "CG 20 10 10 01 and CG 20 37 10 01" or equivalent must be included. (See page 2 for other acceptable endorsements)
  - PRIMARY, NON-CONTRIBUTORY ENDORSEMENT ISO form "CG 20 01 01 13" or equivalent
  - WAIVER OF SUBROGATION ISO form "CG 24 04 05 09" or equivalent

**Name of Person or Organization on endorsement must show:** "Simi Valley Unified School District, its governing board, officers, agents, employees, and/or volunteers as additional insureds."
- AUTOMOBILE LIABILITY (*Additional Insured Endorsement Required*)

Combined Single Limit (each accident) must be at least \$1,000,000.00.  
Any "box" checked is preferred. Owned and Non-owned "boxes" must be checked at a minimum.

  - ADDITIONAL INSURED ENDORSEMENT "CA 20 48 10 13" or equivalent
- UMBRELLA LIABILITY *if applicable* provides additional coverage amount.  
Occurrence "box" must be checked.
- WORKERS' COMPENSATION & EMPLOYERS' LIABILITY  
Statutory limits required for Workers' Compensation. Minimum of \$1,000,000 for Employer's Liability.
- PROFESSIONAL LIABILITY or Errors & Omissions *if applicable* (typical for architects, consultants, etc.).  
Limit must be at least \$1,000,000.00. Claims Made "box" must be checked.
- POLLUTION LIABILITY *if applicable* (required for hazardous materials, waste haulers, pest control, etc.). Limit must be at least \$1,000,000.00 each occurrence (or as statutorily mandated by regulatory agencies)
- DESCRIPTION OF OPERATIONS  
District prefers certificate be applicable to "All operations during the policy period at Simi Valley Unified School District sites". Carrier may limit certificate to a specific project.
- CERTIFICATE HOLDER **must read as follows:**

Simi Valley Unified School District  
101 W. Cochran Street  
Simi Valley, CA 93065
- CERTIFICATE MUST BE SIGNED

The following is a breakdown of acceptable Additional Insured Endorsements and their combinations.

Name of Person or Organization on endorsement must show: "Simi Valley Unified School District, its governing board, officers, agents, employees, and/or volunteers as additional insureds."

**Public Works / Contractors**

Endorsement		AND	Endorsement
391-1006 08 16 AB 91 89 (08/07) AP2009US 04-10 CG 20 10 11 85 CG 20 10M 11 85 CG 20 10R 12/11 CG 20 26 11 85 CG 72 77 10 15 CG 81 86 CMP-4786.1 CNA 74705XX (01/15) CNA 74872 (01/15) CNA 75079XX (01/15)	ECP 1004 0410 EN 0137-0211 G-123127-B G-17957-G (01/01) GA 4523IL 05 20 HG 00 01 09 16 J6858 102/93-6858 (10/12) PPB 304 02 12 SB-146968-A (01/06) SPE 0001-0115 SS 00 08 04 05 U-GL-2162A CW (02/19) W433 (09/12)	None	
TWO endorsements are required:			
Endorsement (Ongoing operations)		AND	Endorsement (Operations completed)
49-0108 (07/11) 80-02-2305 (03-17) 80-02-2367 (05/07) 81995 (02/09) AB 918908 07 ALZ AIE OPWS 00 01 03 18 BP 04 50 07 13 BP 79 96 07 13 BP 80 21 10 15 BP 89 05 01 87 CA 990312 05 14 CG 20 07 04 13 CG 20 10 CG 20 26 CG 20 33 CG 20 38 04 13 CG 73 23 11 11 CG 7578 (05/15) CG 88 10 04 13 CGL 20 33 08 15 CNA 71527xx (10/12) CNA 97587xx (4-2020) ECG 20 596 (04/12) ECG 20 583 07 04	EN0321-0211 EPACE101-0814 G-140331-D (01/13) GBA 105014 1215 GLS-448s (02/15) HG 00 01 09 16 ISO 49-0108 07 11 ISO u156-0310 L 815 (02/15) ML 10 81 04 13 SB146932F (6-16) SCG 20 30 09 07 SS 41 70 06 11 TM 172 10 11 TMGL 172 10/11 U156-0310 U-GL-1175-F-CW (04/13) U-GL-1177-F-CW (04/13) VCG 207 (07/09) VLCG 2026 07 04 WW433A (02/19)	80-02-8446 (1/15) AB 9067 12-93 BP 04 48 07 13 or 01 97 CA 04 44 10 13 CG 20 10M 11 85 CG 20 37 07 04 CG 20 37 10 01 CG 21 54 01 96 CG 85 83 04 13 CG T8 04 08 18 ECG 20 598 05 09 EN0320-0211 EN0111-0211 EPACE100-0814 G-19160-B (11/97) GLS-150s (07/06) ML 13 57 04 13 SB 146968B (6-16) SS 41 71 12 19 SCIS-BAICOM-1 (10/15) TM 176 1011 TMGL 175 01 20	

For Travelers Companies:		AND
CG D3 81 09 07	CG D2 47 04 19	None
CG D3 81 09 15	CG D1 44 02 19	
CG D3 82 09 15	CG D2 46 04 19	
CG D1 05 04 94	CG D6 04 02 19	
CG D2 47 08 05	CG TI 00 02 19	
CG D3 61 03 05	CG T8 02 12 21	CG 20 37 10 01 or CG 20 37 07 04
CG D3 16 02 19	CG T8 03 03 22	
CG D4 17 01 12		

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

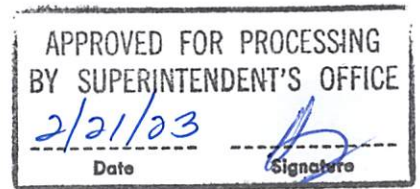
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



**TITLE: AUTHORIZATION TO AWARD BID #B23FS390, ROYAL HIGH SCHOOL MPR BUILDING 3 CLASSROOM RENOVATION**

Business & Facilities  
Consent #13

February 21, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business and Facilities

**Background Information**

Six bids were received on February 1, 2023 for Bid #B23FS390, Royal High School MPR Building 3 Classroom Renovation. The recommended low bidder is indicated in bold type.

Company	Base Bid	Allowance	Bid Total
Ardalan Construction Company, Inc.	\$ 722,300.00	\$ 144,460.00	\$ 866,760.00
G2K Construction, Inc.	\$1,055,750.00	\$ 211,150.00	\$1,266,900.00
<b>Hart Design Build, Inc.</b>	<b>\$ 530,000.00</b>	<b>\$ 106,000.00</b>	<b>\$ 636,000.00</b>
Kazoni Inc. dba Kazoni Construction	\$ 832,908.00	\$ 166,581.00	\$ 999,489.00
Pre Con Industries, Inc.	\$ 719,000.00	\$ 143,800.00	\$ 862,800.00
SBS Corporation	\$ 560,000.00	\$ 112,000.00	\$ 672,000.00
The Nazerian Group	\$ 644,123.00	\$ 128,824.60	\$ 772,947.60

Additional information is available in the Bond Management Office.

**Fiscal Analysis**

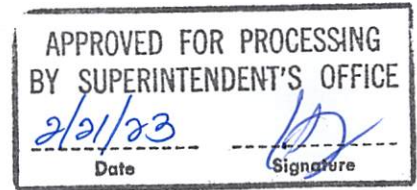
The total amount of this project \$636,000.00 will be funded by Measure X Bond Funds.

**Recommendation**

It is recommended that the Board of Education authorize award of Bid #B23FS390, Royal High School MPR Bldg. 3 Classroom Renovation, to Hart Design Build, Inc. in the amount of \$636,000.00.

On a motion # 101 by Trustee Jubran, seconded by Trustee LaBelle and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, award of the Royal High School MPR Bldg. 3 Classroom Renovation to Hart Design Build, Inc.

AYES: Dine Smollen NOES: 0 Absent: 0 Abstained: 0  
Jubran  
LaBelle  
Bagdasaryan



**TITLE: AWARD OF LEASE LEASEBACK CONTRACT**

Business & Facilities  
Informational #1

February 21, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Royal High School Project:**

On August 17, 2021, the Board adopted the procedures and guidelines for the award of lease-leaseback (LLB) contracts. On November 30, 2021, a Request for Proposals was issued seeking preconstruction and lease-leaseback services for the Royal High School Modernization Projects. The RFP set forth the criteria, based on qualifications and price, and the method in which the proposals were to be evaluated. The District received four proposals and, after scoring the proposals and interviewing the firms, Balfour Beatty Construction, LLC received the highest score, and is therefore the best value to the District.

The District requested a GMP proposal, for construction services, from Balfour Beatty Construction, LLC., for the following project:

The Snack Bar Project at Royal High School, Consent #05

After reviewing and negotiating the proposal, the proposal was deemed complete and qualified, and therefore the best value to the District.

**Simi Valley High School Project:**

On August 17, 2021, the Board adopted the procedures and guidelines for the award of lease-leaseback (LLB) contracts. On November 15, 2022, the District advertised a Request for Proposal seeking preconstruction and lease-leaseback services for the new MPR / Kitchen / Classroom Building at Simi Valley High School.

The RFP set forth the criteria, based on qualifications and price, and the method in which the proposals were to be evaluated.

The District received five (5) proposals and, after screening and interviewing the five (5) Firms, Balfour Beatty, LLC received the highest score, and is therefore the best value to the District, see Consent #11.

Based on the approved LLB Contractor, the District requested a Preconstruction proposal, for the preconstruction services, from Balfour Beatty Construction, LLC., for the New MPR / Kitchen / Classroom project, see Consent #12.

After reviewing and negotiating the proposal, the proposal was deemed complete and qualified, and therefore the best value to the District.