

**SimiValleySchools**

**SIMI VALLEY UNIFIED SCHOOL DISTRICT**

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



**TITLE: APPROVAL OF AGREEMENT NO. R23-03914 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND STEPHEN PAYTE, DSA INSPECTIONS, INC. FOR INSPECTION SERVICES FOR THE SECURITY FENCING PROJECT AT SANTA SUSANA HIGH SCHOOL**

Business & Facilities  
Consent #4

April 18, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

The District requires inspection services on an as-needed basis at the security fencing project at Santa Susana High School.

These inspection services can be provided by the firm of Stephen Payte, Non - DSA Inspections, Inc. for thirteen (13) weeks commencing in June 2023.

**Fiscal Analysis**

\$11,900.00 Not – To - Exceed Contract, Funded by Measure X

Actual cost will be based on actual inspection services performed.

**Recommendation**

It is recommended that the Board of Education approve Agreement No. R23-03914 for Inspection Services for the Santa Susana High School Security Fencing Project.

On motion # 127 by Trustee LaBelle, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education, by a roll-call-vote, approved Agreement No. R23-03914 for Inspection Services for the Santa Susana High School Security Fencing Project.

Ayes: Pine  
Smollen  
Subian  
LaBelle  
Bergdassian Noes: 0 Absent: 0 Abstained: 0

## PROJECT ASSIGNMENT AMENDMENT

### AGREEMENT A18.447

#### Inspection Services for the Security Fencing Project at Santa Susana High School, Requisition R23-03914

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 **April 18, 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:

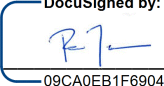
1. Assigned Project Description. The Assigned Project is described as follows: **Provision of a Project Inspector for the Security Fencing project at Santa Susana High School.**
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below: None  
\_\_\_\_\_.
3. Project Inspector. As noted on the attached Proposal for Inspection Services from Inspector Firm dated December 9, 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 Eleven Thousand Nine-Hundred Dollars (\$11,900.00)** ("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 August 30, 2023 for the Contractor to complete Project construction ("Construction Time"), with an estimated start date of June 6, 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:   
09CA0EB1F690455  
Ron Todo  
Title: Associate Superintendent, Business  
& Facilities

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

By:   
B4995225D6F47D...  
Stephen K. Payte  
Title: Vice President

DS  




**ATTACHMENT 1 TO  
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT R23-03914 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**

March 9, 2023

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

**Re: DSA Project Inspection Services for Santa Susana HS Fence Project**

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.

With a project duration of 13 weeks plus closeout and an estimated 10 hours of inspections per week, our total cost for services will not exceed **\$11,900.00**

*\*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: E8B081A5C5ED49F7BF7E573D0FE22F3B

Status: Completed

Subject: Complete with DocuSign: Santa Susana HS Security Fencing PAA R23-03914 - Stephen Payte.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

**Record Tracking**

Status: Original

Holder: Bond Contracts

Location: DocuSign

3/14/2023 2:44:32 PM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

**Signer Events**

Stephen Payte

jtw@dsainpections.com

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

DocuSigned by:



B4995225D6FF47D...

**Timestamp**

Sent: 3/14/2023 2:46:40 PM

Viewed: 3/14/2023 2:56:09 PM

Signed: 3/14/2023 2:56:35 PM

Signature Adoption: Pre-selected Style

Using IP Address: 24.24.207.74

**Electronic Record and Signature Disclosure:**

Accepted: 3/14/2023 2:56:09 PM

ID: a6cfcf07-8da2-4233-bd15-7ce399ec5084

Maria Nieto

maria.nieto@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

Sent: 3/14/2023 2:56:36 PM

Resent: 4/20/2023 8:42:34 AM

Viewed: 4/20/2023 8:44:36 AM

Signed: 4/20/2023 8:44:43 AM

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2


**Electronic Record and Signature Disclosure:**

Accepted: 4/20/2023 8:44:36 AM

ID: d3507d94-624f-489b-9326-5d886f8cb16c

Ron Todo

ron.todo@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

Sent: 4/20/2023 8:44:44 AM

Viewed: 4/20/2023 2:37:56 PM

Signed: 4/20/2023 2:38:01 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 207.157.143.39

**Electronic Record and Signature Disclosure:**

Accepted: 4/20/2023 2:37:56 PM

ID: fd4e6cd2-564d-45e0-bb45-93372fb410f7

**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	3/14/2023 2:46:40 PM
Certified Delivered	Security Checked	4/20/2023 2:37:56 PM
Signing Complete	Security Checked	4/20/2023 2:38:01 PM
Completed	Security Checked	4/20/2023 2:38:01 PM
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**

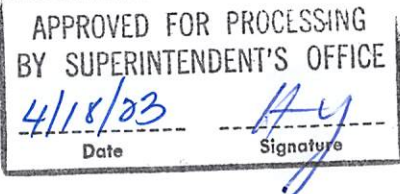
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **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. R23-03912 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND STEPHEN PAYTE, DSA INSPECTIONS, INC. FOR INSPECTION SERVICES FOR THE SECURITY FENCING PROJECT AT VALLEY VIEW MIDDLE SCHOOL**

Business & Facilities  
Consent #5

April 18, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

The District requires inspection services on an as-needed basis at the security fencing project at Valley View Middle School.

These inspection services can be provided by the firm of Stephen Payte, Non - DSA Inspections, Inc, for thirteen (13) weeks commencing in June 2023.

**Fiscal Analysis**

\$11,900.00 Not – To - Exceed Contract, Funded by Measure X

Actual cost will be based on actual inspection services performed.

**Recommendation**

It is recommended that the Board of Education approve Agreement No. R23-03912 for Inspection Services for the Valley View Middle School Security Fencing Project.

On motion # 127 by Trustee LaBelle, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education, by a roll-call-vote, approved Agreement No. R23-03912 for Inspection Services for the Valley View Middle School Security Fencing Project.

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



## PROJECT ASSIGNMENT AMENDMENT

### AGREEMENT A18.447

#### Inspection Services for the Security Fencing Project at Valley View Middle School,

#### Requisition R23-03912

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 **April 18, 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 Security Fencing project at Valley View Middle School.**
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: None  
\_\_\_\_\_.
3. Project Inspector. As noted on the attached Proposal for Inspection Services from Inspector Firm dated December 9, 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 Eleven Thousand Nine-Hundred Dollars (\$11,900.00)** ("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 August 30, 2023 for the Contractor to complete Project construction ("Construction Time"), with an estimated start date of June 6, 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:  
09CA0EB1F690455...  
Ron Todo  
Title: Associate Superintendent, Business  
& Facilities

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

By:  DocuSigned by:  
B4995225F66FE47D...  
Stephen K. Payte  
Title: Vice President

DS  


**ATTACHMENT 1 TO  
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT R23-03912 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**

March 9, 2023

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

**Re: DSA Project Inspection Services for Valley View MS Fence Project**

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.

With a project duration of 13 weeks plus closeout and an estimated 10 hours of inspections per week, our total cost for services will not exceed **\$11,900.00**

*\*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: AF0335E48A474D13922F2835629E3A11

Status: Completed

Subject: Complete with DocuSign: Valley View Security Fencing PAA R23-03912 Stephen Payte.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

**Record Tracking**

Status: Original

Holder: Bond Contracts

Location: DocuSign

3/14/2023 1:47:20 PM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

**Signer Events**

Stephen Payte

jtw@dsainpections.com

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

DocuSigned by:

  
B4995225D6FF47D...**Timestamp**

Sent: 3/14/2023 1:49:03 PM

Viewed: 3/14/2023 1:56:15 PM

Signed: 3/14/2023 1:56:41 PM

Signature Adoption: Pre-selected Style

Using IP Address: 24.24.207.74

**Electronic Record and Signature Disclosure:**

Accepted: 3/14/2023 1:56:15 PM

ID: 95ecb37d-c3d1-46a4-a600-83aa1c03302b

Maria Nieto

maria.nieto@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)  
DS

Sent: 3/14/2023 1:56:42 PM

Resent: 4/20/2023 8:42:44 AM

Viewed: 4/20/2023 8:44:08 AM

Signed: 4/20/2023 8:44:16 AM

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

**Electronic Record and Signature Disclosure:**

Accepted: 4/20/2023 8:44:08 AM

ID: 9e970bbc-d455-48a4-8bcf-64590347a26b

Ron Todo

ron.todo@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

  
09CA0EB1F690455...

Sent: 4/20/2023 8:44:18 AM

Viewed: 4/20/2023 2:38:17 PM

Signed: 4/20/2023 2:38:22 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 207.157.143.39

**Electronic Record and Signature Disclosure:**

Accepted: 4/20/2023 2:38:17 PM

ID: 1b7cc97a-00be-4cff-bde7-45158d463fb6

**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	3/14/2023 1:49:03 PM
Certified Delivered	Security Checked	4/20/2023 2:38:17 PM
Signing Complete	Security Checked	4/20/2023 2:38:22 PM
Completed	Security Checked	4/20/2023 2:38:22 PM
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**

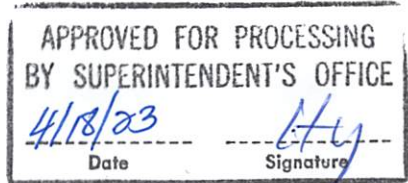
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **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. R23-03913 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND STEPHEN PAYTE, DSA INSPECTIONS, INC. FOR INSPECTION SERVICES FOR THE SECURITY FENCING PROJECT AT SINALOA MIDDLE SCHOOL**

Business & Facilities  
Consent #6

April 18, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

The District requires inspection services on an as-needed basis at the security fencing project at Sinaloa Middle School.

These inspection services can be provided by the firm of Stephen Payte, Non - DSA Inspections, Inc, for thirteen (13) weeks commencing in June 2023.

**Fiscal Analysis**

\$11,900.00 Not – To - Exceed Contract, Funded by Measure X

Actual cost will be based on actual inspection services performed.

**Recommendation**

It is recommended that the Board of Education approve Agreement No. R23-03913 for Inspection Services for the Sinaloa Middle School Security Fencing Project.

On motion # 127 by Trustee LaBelle, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education, by a roll-call-vote, approved Agreement No. R23-03913 for Inspection Services for the Sinaloa Middle School Security Fencing Project.

Ayes: Pine  
Smollen  
Jubian  
LaBelle  
Ibarguayan Noes: 0 Absent: 0 Abstained: 0

## PROJECT ASSIGNMENT AMENDMENT

### AGREEMENT A18.447

#### Inspection Services for the Security Fencing Project at Sinaloa Middle School, Requisition R23-03913

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 **April 18, 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:

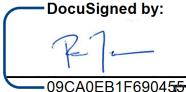
1. Assigned Project Description. The Assigned Project is described as follows: **Provision of a Project Inspector for the Security Fencing project at Sinaloa Middle School.**
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below: None  
\_\_\_\_\_.
3. Project Inspector. As noted on the attached Proposal for Inspection Services from Inspector Firm dated December 9, 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 Eleven Thousand Nine-Hundred Dollars (\$11,900.00)** ("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 August 30, 2023 for the Contractor to complete Project construction ("Construction Time"), with an estimated start date of June 6, 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.

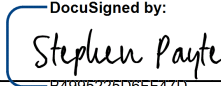
6. Agreement Terms. All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

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:   
09CA0EB1F690455 Ron Todo  
Title: Associate Superintendent, Business  
& Facilities

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

By:   
B4995225D6FF47D... Stephen K. Payte  
Title: Vice President

DS  


**ATTACHMENT 1 TO  
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT R23-03913 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**

March 9, 2023

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

**Re: DSA Project Inspection Services for Sinaloa MS Fence Project**

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.

With a project duration of 13 weeks plus closeout and an estimated 10 hours of inspections per week, our total cost for services will not exceed **\$11,900.00**

*\*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: B21EAA057935474084DE4666ABA78EAF

Status: Completed

Subject: Complete with DocuSign: Sinaloa Security Fencing - PAA R23-03913 Stephen Payte.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

**Record Tracking**

Status: Original

Holder: Bond Contracts

Location: DocuSign

3/14/2023 1:40:56 PM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

**Signer Events**

Stephen Payte

jtw@dsainpections.com

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

DocuSigned by:

  
B4995225D6FF47D...**Timestamp**

Sent: 3/14/2023 1:47:02 PM

Viewed: 3/14/2023 1:55:20 PM

Signed: 3/14/2023 1:55:41 PM

Signature Adoption: Pre-selected Style

Using IP Address: 24.24.207.74

**Electronic Record and Signature Disclosure:**

Accepted: 3/14/2023 1:55:20 PM

ID: b858db3c-6966-4a1b-9126-b7ca39c0e87b

Maria Nieto

maria.nieto@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)  
DS

Sent: 3/14/2023 1:55:42 PM

Resent: 4/20/2023 8:42:49 AM

Viewed: 4/20/2023 8:43:33 AM

Signed: 4/20/2023 8:43:43 AM

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

**Electronic Record and Signature Disclosure:**

Accepted: 4/20/2023 8:43:33 AM

ID: 7ccaf373-f696-4fb3-b5ec-3f91600a3dfe

Ron Todo

ron.todo@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

  
09CA0EB1F690455...

Sent: 4/20/2023 8:43:44 AM

Viewed: 4/20/2023 2:37:17 PM

Signed: 4/20/2023 2:37:23 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 207.157.143.39

**Electronic Record and Signature Disclosure:**

Accepted: 4/20/2023 2:37:17 PM

ID: b5cee628-53f4-4e2a-869c-6259bc1d1641

**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	3/14/2023 1:47:02 PM
Certified Delivered	Security Checked	4/20/2023 2:37:17 PM
Signing Complete	Security Checked	4/20/2023 2:37:23 PM
Completed	Security Checked	4/20/2023 2:37:23 PM
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 THE AMENDMENT #3 TO AGREEMENT R21-03169 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND AMADOR WHITTLE ARCHITECTS, INC. FOR PREPARATION OF PLANS AND SPECIFICATIONS FOR THE MODERNIZATION OF THE BOYS' LOCKER ROOMS AT SIMI VALLEY HIGH SCHOOL**

Business & Facilities  
Consent #8

April 18, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

The District would like to modernize the Boys' locker rooms at Simi Valley High School. The firm of Amador-Whittle Architects, Inc. can provide the necessary design, DSA plan check, and construction administration services.

The Division of State Architect (DSA) requested during the plan check process that the Architect verify the ADA path of travel from the locker room to the administration office. The architect is required to have a civil engineer survey the area.

This requires additional scope of work:

Surveying a path of travel from edge of Quad to the Boys' Locker Buildings to existing four doors access with new thresholds at existing finish floors. Work includes new civil plan sheets and specifications for paving. See attachment A for Fee only

**Fiscal Analysis**

**Costs**

Architectural services for the modernization of the Boys' Locker Room	\$169,656.04
Amendment #1	\$ 5,869.42
Amendment #2	\$ 14,831.01
Amendment #3 (See Attachment A)	\$ 13,715.63
<b>Total:</b>	<b>\$204,072.10</b>

These services will be funded by Measure X.

**Recommendation**

It is recommended that the Board of Education approve Amendment #3 to Agreement No. R21-03169 for preparation of plans & specifications for the modernization of the Boys' locker rooms at Simi Valley High School.

On motion # 127 by Trustee LaBelle, seconded by Trustee Pine and carried by a vote of 5 to 0, the Board of Education, by a roll-call vote, approved Amendment #3 to Agreement No. R21-03169 with the firm of Amador Whittle Architects, Inc.

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



**SimiValleySchools**  
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

## AMENDMENT

Project Name:	Boys Locker Building	Amendment #:	3
Site:	Simi Valley High School	Board Date:	18-Apr-23
To (Architect):	Amador Whittle Architects, Inc.	Bid #:	
Address:	28328 Agoura Road 203 Hills, cA 91301	Requisition #:	R21-03169
		P.O. #:	

### THE CONTRACT IS CHANGED AS FOLLOWS:

The Division of State Architect (DSA) during the plan check process the Architect to verify the ADA path of travel from the locker room to the administration office.

This requires additional scope of work:

Surveying a path of travel from edge of Quad to the Girls Locker Buildings to existing four doors access with new thresholds at existing finish floors. Work includes new civil plan sheets and specifications for paving. See attachment A for Fee only








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

Adjustment to Contract Amount		Adjustment to Contract Schedule	
Original Contract Amount:	\$ 169,656.04	Original Contract Duration:	N/A
Total Prior Change Orders:	\$ 20,700.43	Original Completion Date:	February 15, 2022
Contract Sum Prior to this Change Order:	\$ 190,356.47	Total Approved Time Extension to Date:	January 15, 2024
Amount of this Change Order:	\$ 13,715.63	Adjustment per this Change Order:	
Revised Contract Amount:	\$ 204,072.10	New Completion Date:	January 15, 2024
% for this Change Order	8.08%		

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>JEAN AMADOR</u> Architect	DocuSigned by:  Signature <u>B0D1FF1C72CF41D...</u>	<u>3/24/2023</u> Date
<u>ROBIN RICKMAN</u> Project Coordinator	DocuSigned by:  Signature <u>21245CC8B52647D...</u>	<u>3/27/2023</u> Date
<u>MARC CUNNINGHAM</u> Construction Project Manager	DocuSigned by:  Signature <u>2CEE5D45D018490...</u>	<u>3/27/2023</u> Date
<u>LORI RUBENSTEIN</u> Bond Program Manager	DocuSigned by:  Signature <u>19ADD8F59B9244E...</u>	<u>3/27/2023</u> Date
<u>RON TODO</u> Associate Superintendent, Business & Facilities	DocuSigned by:  Signature <u>09CA0EB1F690455...</u>	<u>3/27/2023</u> Date

**AMADOR**

March 20, 2023 revision 1

Simi Valley Unified School District  
101 W. Cochran Street  
Simi Valley CA 93065

Attention: Robin Rickman, Project Manager  
Project: Simi Valley High School Boys Locker Building  
Subject: A/E Fee Proposal Additional Services Path of Travel Civil Engineering

Dear Ms. Rickman:

In accordance with your Request for Proposal, we are providing this proposal for the referenced project. Work is in response to DSA plan check comment to provide access to all locker building doors in path of travel to Administration Building. This A/E Fee Proposal is for designing an accessible Path of Travel from the edge of Quad to the Boys Locker Buildings to existing four doors for access with new thresholds at existing finish floor elevations. Any changes to the pavement along the POT work is for Construction Documents thru Construction Close-out. Refer to exhibit SV-1B attached to Mollenhauer Group Civil, Inc proposal. Amador Whittle Architects, Inc will be adding the 5% consultant mark up to the Mollenhauer Civil Engineering fee as Civil will be showing the required paving upgrades.

This proposal is based on the work will be contracted under Amador Whittle Architects, Inc/ Simi Valley Unified School District Agreement A20.043 for On-Going Architectural Services with a Project Assignment Amendment (PAA) to Boys Locker Building R21-03169.

**PROPOSAL**

We propose a Fixed Fee of **Thirteen Thousand Seven Hundred Ten Dollars and Sixty-Four Cents (\$13,710.64)** broken down as follows:

<b>Mollenhauer Group Civil, Inc.</b> (Refer to attached proposal)	<b>= \$13,057.75</b>
<b>AWA 5% consultant mark-up per contract</b>	<b>= \$ 652.89</b>
<b>TOTAL</b>	<b>= \$13,710.64</b>

Thank you for giving us this opportunity to be of service to the Simi Valley Unified School District. Please call us with any questions.

Sincerely,  
**AMADOR WHITTLE ARCHITECTS, INC.**

  
Jean A. Amador AIA, Principal





March 20, 2023

**Amador Whittle Architect, Inc.**  
28328 Agoura Road, Suite 203  
Agoura Hills, CA 91301

Attention: Jean Amador, AIA, LEED BC+D  
President

**Re: Simi Valley Unified School District (SVUSD)  
Simi Valley High School-Boys Lockers Path of Travel  
MG Proposal # P23.130.004.1**

Dear Ms. Amador:

In response to your Request for Proposal of February 24, 2023, and our subsequent site walk with Ms. Robin Rickman on February 28, 2023, we are pleased to submit our proposal for civil engineering services in connection with the subject project.

In reviewing the documentation forwarded to us we have developed the following scope of services that would be performed by our staff for the limit of work as shown on the attached Exhibit SV-1B:

## **SCOPE OF SERVICES**

### **CIVIL ENGINEERING:**

#### **Construction Document Phases**

- Visit the site to view conditions first hand and report findings to client.
- Field verify finish floor elevations at point of entries into adjacent buildings along the outlined path of travel.
- Review alternative designs and provide comments within our purview.
- Preparation of on-site finish grading, drainage and paving plans for non-building areas of the site at a scale of 1" = 20'. This work will be delineated on a copy of the site topographic survey. We will locate all drain inlets and connect those that are not over "structure." Any storm drain inlets over "structure" will be the responsibility of the project mechanical engineer. These plans will identify slopes, drainage patterns, gutter flow-lines, catch basins, and grades for finished surface on pavement, and walkways.



Ms. Jean Amador  
Amador Whittle Architect, Inc.  
Simi Valley High School-Boys Lockers Path of Travel  
March 20, 2023  
Page 2 of 4

- Preparation of a site demolition plan for the subject project to be drawn on an electronically screened copy of the site topographic survey.
- Preparation of the appropriate site details, notes and calculations for the grading and drainage plans.
- Preparation of technical specification sections covering those items of work being designed by our firm. The specifications will be prepared in accordance with the guidelines set forth by the Construction Specifications Institute and will be presented in both hard copy as well as Microsoft Word electronic format.
- Upon receipt of the Division of State Architect (DSA) review comments we will resolve any differences and incorporate agreed changes into our drawings.
- Attendance at design team meetings when items of a civil engineering nature are to be discussed. We anticipate a maximum of three such meetings will be required on a project of this type.

### **Bidding/Negotiation Phase**

- Assist the client in obtaining and evaluating bids or negotiated proposals.
- Preparation of addenda as appropriate to clarify or change the bid documents.

### **Construction Administration Phase**

- Participate in a Pre-Construction Meeting prior to commencement of work at the site.
- Visit the site at intervals appropriate to the various stages of construction, as we deem necessary, in order to observe the progress of the Work. Such visits and observations by our firm, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to us in our agreement with your firm and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on our exercise of professional judgment observations. We anticipate a maximum of two such visits will be performed.
- Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work.
- Recommend Change Orders to the client as appropriate.

Ms. Jean Amador  
 Amador Whittle Architect, Inc.  
 Simi Valley High School-Boys Lockers Path of Travel  
 March 20, 2023  
 Page 3 of 4

- Review Shop Drawings and Submittals and other data which contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- Preparation of record drawings for site work based upon information provided by the contractor.

## DESIGN FEE

Fee for our services will be billed monthly as the work progresses based upon our estimate of percentage of completion of our work as follows:

### Civil Engineering:

Construction Documents Phase	\$ 9,140.42
Permitting/Bidding Phase	\$ 652.89
Construction Administration Phase	\$ 2,611.55
Close-Out Phase	<u>\$ 652.89</u>

Total Fees Requested: \$ 13,057.75

We have attached the hourly rates for your use in evaluating our proposal.

## INSURANCE

The Mollenhauer Group (Mollenhauer) maintains workers compensation and employers' liability insurance of a form and in an amount as required by state law; comprehensive general liability with a general aggregate limit of \$2,000,000, automotive liability with a combined single limit of \$1,000,000 and professional liability insurance with a limit of \$1,000,000 per claim. The client recognizes that the insurance market can be erratic and that Mollenhauer cannot guarantee that they will be able to maintain the coverages identified above. Mollenhauer will endeavor to maintain the above coverages, within the context of prudent business practice, and will notify the client of any change in coverage no later than ten calendar days after we become aware of any change.

## OPTIONAL SERVICES

Our scope of services does not include any work not specifically called for herein. Should you so desire, our firm can modify the scope of services outlined in our proposal to best fit the needs of the project. We can provide your firm with an amended proposal for any additional services that might be required in the future, or this work can be billed on an hourly basis in accordance with our attached rate schedule.

Ms. Jean Amador  
Amador Whittle Architect, Inc.  
Simi Valley High School-Boys Lockers Path of Travel  
March 20, 2023  
Page 4 of 4

## ASSUMPTIONS

In developing our proposal we have made the following assumptions:

- Our proposal does not include the design of any site walls, steps or ramps. Our plans will indicate the elevations of those items but design and detailing of same will be by your office, your structural engineer or your landscape architect.
- Our proposal does not include the design of any pumps or pumping systems, utility tunnels, medical gas lines, steam lines, chilled water lines, grease interceptors, clarifiers, fuel or oil lines or tanks, regardless of their location on the site. The design and detailing of same will be by the project mechanical engineer.
- The construction of the project will not be phased.
- Total Cost Management (TCM), value engineering, and partnering sessions are not included in our proposal.

## CLOSURE

We hope this proposal meets with your approval and look forward to working with you on this project. We are prepared to start work immediately upon receipt of written authorization of our proposal.

Should you have any questions regarding our proposal or require additional information, please do not hesitate to contact us.

Very truly yours,

**MOLLENHAUER GROUP CIVIL, INC.**



Thomas M. Tran, P.E.  
Vice President, Civil Engineering

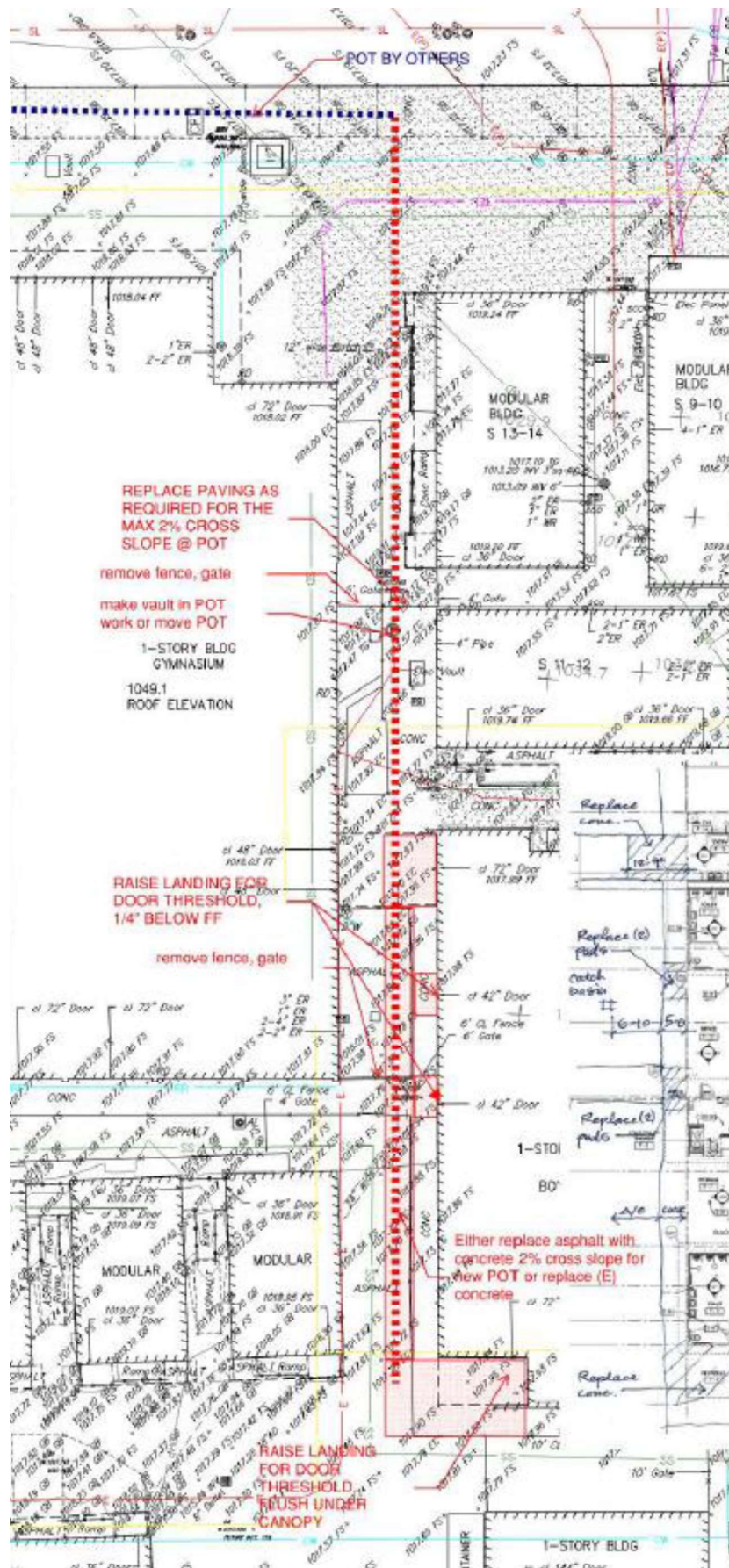
Enclosures:  
Exhibit SV-1B  
Hourly Rates

**Authorization to Proceed:**

By: \_\_\_\_\_

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

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



Civil Engineering  
Survey + Mapping  
3D Laser Scanning  
Subdivision Mapping  
Construction Surveying

**MOLLENHAUER**

**Mollenhauer Group Civil, Inc.**  
Schedule of Hourly Rates

<b>STAFF TITLES</b>	<b>RATE</b>
<b>Field Survey Party</b>	
One Person Party	\$215.00
Two Person Party	\$292.00
Three Person Party	\$370.00
<b>Office Management &amp; Professional Services</b>	
Senior Project Manager	\$190.00
Project Manager	\$175.00
Senior Project Engineer/Surveyor	\$169.00
Project Engineer/Surveyor	\$160.00
Assistant Project Surveyor	\$130.00
Design Engineer	\$123.00
Junior Engineer	\$95.00
<b>Office CAD &amp; Administrative Services</b>	
CADD Technician	\$104.00
Researcher/ Plan Processor	\$94.00
Project Assistant	\$78.00
Administration	\$72.00

Reimbursables (plots, reproductions, messenger, over-night service) will be charged at cost plus 10 percent.

Sub-Consultants will be charged at cost plus 20 percent.

919 W. Glenoaks Blvd. Glendale, CA 91202 | Telephone 213 624 2661 [www.mollenhauergroup.com](http://www.mollenhauergroup.com)

**Certificate Of Completion**

Envelope Id: BB63C0AFBB3C4DD48E693EC637B61933

Status: Completed

Subject: Complete with DocuSign: Amendment 3 -Simi Boys Locker Rm Civil POT.pdf

Source Envelope:

Document Pages: 9

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

3/23/2023 11:36:01 AM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

**Signer Events**

Jean Amador

jean@amador.team

Ms

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

DocuSigned by:

  
B0D1FF1C72CF41D...**Timestamp**

Sent: 3/23/2023 11:38:51 AM

Viewed: 3/24/2023 9:31:17 AM

Signed: 3/24/2023 9:31:33 AM

Signature Adoption: Pre-selected Style

Using IP Address: 75.83.85.18

**Electronic Record and Signature Disclosure:**

Accepted: 3/24/2023 9:31:17 AM

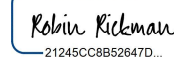
ID: 763cbfeb-9499-4bf2-af06-67a235cee0c2

Robin Rickman

robin.rickman@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

  
21245CC8B52647D...

Sent: 3/24/2023 9:31:34 AM

Viewed: 3/27/2023 11:00:52 AM

Signed: 3/27/2023 11:01:11 AM

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

**Electronic Record and Signature Disclosure:**

Accepted: 3/27/2023 11:00:52 AM

ID: c1dd26bb-e91b-4d55-bb45-b3eabb54528c

Marc Cunningham

marc.cunningham@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

  
2CEE5D45D018490...

Sent: 3/27/2023 11:01:13 AM

Viewed: 3/27/2023 11:15:04 AM

Signed: 3/27/2023 11:15:23 AM

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.40

**Electronic Record and Signature Disclosure:**

Accepted: 3/27/2023 11:15:04 AM

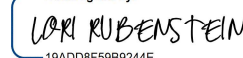
ID: 033e6bfe-c045-4180-a00d-a5ae7763d8a4

LORI RUBENSTEIN

lori.rubenstein@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

  
10ADD8F50B0244E...

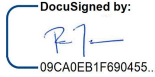
Sent: 3/27/2023 11:15:24 AM

Viewed: 3/27/2023 11:52:37 AM

Signed: 3/27/2023 11:52:50 AM

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.41

Signer Events	Signature	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/27/2023 11:52:37 AM ID: 795f28a7-e70b-46f1-a6a2-632686907bee		
Ron Todo ron.todo@simivalleyusd.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 207.157.143.39	Sent: 3/27/2023 11:52:51 AM Viewed: 3/27/2023 12:57:23 PM Signed: 3/27/2023 12:57:28 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/27/2023 12:57:23 PM ID: de74672f-7d4f-43b2-8a00-79bb731f5b50		
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	3/23/2023 11:38:51 AM
Certified Delivered	Security Checked	3/27/2023 12:57:23 PM
Signing Complete	Security Checked	3/27/2023 12:57:28 PM
Completed	Security Checked	3/27/2023 12:57:28 PM
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**

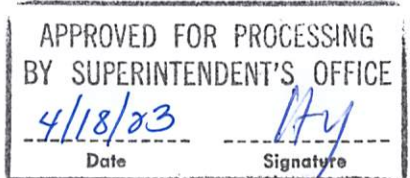
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **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 THE AMENDMENT #3 TO AGREEMENT R21-03171  
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND AMADOR  
WHITTLE ARCHITECTS, INC. FOR PREPARATION OF PLANS AND  
SPECIFICATIONS FOR THE MODERNIZATION OF THE GIRLS' LOCKER  
ROOMS AT SIMI VALLEY HIGH SCHOOL**

Business & Facilities  
Consent #9

April 18, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

The District would like to modernize the Girls' locker rooms at Simi Valley High School. The firm of Amador-Whittle Architects, Inc. can provide the necessary design, DSA plan check, and construction administration services.

The Division of State Architect (DSA) requested during the plan check process that the Architect verify the ADA path of travel from the locker room to the administration office. The architect is required to have a civil engineer survey the area.

This requires additional scope of work:

Surveying a path of travel from edge of Quad to the Girls' Locker Buildings to existing four doors access with new thresholds at existing finish floors. Work includes new civil plan sheets and specifications for paving. See attachment A for Fee only

**Fiscal Analysis**

**Costs**

Architectural services for the modernization of the Girls' Locker Room	\$169,656.04
Amendment #1	\$ 5,869.42
Amendment #2	\$ 14,831.01
Amendment #3 (See Attachment A)	\$ 13,715.63
<b>Total:</b>	<b>\$204,072.10</b>

These services will be funded by Measure X.

**Recommendation**

It is recommended that the Board of Education approve Amendment #3 to Agreement No. R21-03171 for preparation of plans & specifications for the modernization of the Girls' locker rooms at Simi Valley High School.

On motion # 127 by Trustee LaBelle, seconded by Trustee Pine  
and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved  
Amendment #3 to Agreement No. R21-03171 with the firm of Amador Whittle Architects, Inc.

Ayes: Pine  
Smollen  
Labran Noes: 0 Absent: 0 Abstained: 0  
LaBelle  
Bandarjanyan



**SimiValleySchools**  
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

## AMENDMENT

Project Name:	Girls Locker Building	Amendment #:	3
Site:	Simi Valley High School	Board Date:	18-Apr-23
To (Architect):	Amador Whittle Architects, Inc.	Bid #:	
Address:	28328 Agoura Road 203 Hills, cA 91301	Requisition #:	R21-03171
		P.O. #:	

### THE CONTRACT IS CHANGED AS FOLLOWS:

The Division of State Architect (DSA) during the plan check process the Architect to verify the ADA path of travel from the locker room to the administration office.

This requires additional scope of work:

Surveying a path of travel from edge of Quad to the Girls Locker Buildings to existing four doors access with new thresholds at existing finish floors. Work includes new civil plan sheets and specifications for paving. See attachment A for Fee only



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

Adjustment to Contract Amount		Adjustment to Contract Schedule	
Original Contract Amount:	\$ 169,656.04	Original Contract Duration:	N/A
Total Prior Change Orders:	\$ 20,700.43	Original Completion Date:	February 15, 2022
Contract Sum Prior to this Change Order:	\$ 190,356.47	Total Approved Time Extension to Date:	September 15, 2023
Amount of this Change Order:	\$ 13,715.63	Adjustment per this Change Order:	
Revised Contract Amount:	\$ 204,072.10	New Completion Date:	September 15, 2023
% for this Change Order	8.08%		

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.

JEAN AMADOR  
Architect

Signature

DocuSigned by:

*Jean Amador*

B0D1FF1C72CF41D...

3/24/2023

Date

ROBIN RICKMAN  
Project Coordinator

Signature

DocuSigned by:

*Robin Rickman*

21245CC8B52647D...

3/27/2023

Date

MARC CUNNINGHAM  
Construction Project Manager

Signature

DocuSigned by:

*Marc Cunningham*

2CEE5D45D018490...

3/27/2023

Date

LORI RUBENSTEIN  
Bond Program Manager

Signature

DocuSigned by:

*LORI RUBENSTEIN*

19ADD8F59B9244E...

3/27/2023

Date

RON TODO  
Associate Superintendent,  
Business & Facilities

Signature

DocuSigned by:

*RT*

09CA0EBTF690455...

3/27/2023

Date

**AMADOR**

March 20, 2023 revision 1

Simi Valley Unified School District  
101 W. Cochran Street  
Simi Valley CA 93065

Attention: Robin Rickman, Project Manager

Project: Simi Valley High School Girls Locker Building

Subject: A/E Fee Proposal Additional Services Path of Travel Civil Engineering

Dear Ms. Rickman:

In accordance with your Request for Proposal, we are providing this proposal for the referenced project. This A/E Fee Proposal is for designing an accessible Path of Travel from the edge of Quad to the Girls Locker Buildings to existing four doors for access with new thresholds at existing finish floor elevations. Any changes to the pavement along the POT work is for Construction Documents thru Construction Close-out. Refer to exhibit SV-1B attached to Mollenhauer Group Civil, Inc proposal. Amador Whittle Architects, Inc will be adding the 5% consultant mark up to the Mollenhauer Civil Engineering fee as Civil will be showing the required paving upgrades.

This proposal is based on the work will be contracted under Amador Whittle Architects, Inc/ Simi Valley Unified School District Agreement A20.043 for On-Going Architectural Services with a Project Assignment Amendment (PAA) to Girls Locker Building R21-02171.

**PROPOSAL**


We propose a Fixed Fee of **Thirteen Thousand Seven Hundred Fifteen Dollars and Sixty-Three Cents (\$13,715.63)** broken down as follows:

<b>Mollenhauer Group Civil, Inc.</b>	
(Refer to attached proposal)	<b>= \$13,062.50</b>
<b>AWA 5% consultant mark-up per contract</b>	<b>= \$ 653.13</b>
<b>TOTAL</b>	<b>= \$13,715.63</b>

Thank you for giving us this opportunity to be of service to the Simi Valley Unified School District. Please call us with any questions.

Sincerely,

**AMADOR WHITTLE ARCHITECTS, INC.**

  
Jean A. Amador AIA, Principal



March 20, 2023

**Amador Whittle Architect, Inc.**  
28328 Agoura Road, Suite 203  
Agoura Hills, CA 91301

Attention: Jean Amador, AIA, LEED BC+D  
President

**Re: Simi Valley Unified School District (SVUSD)  
Simi Valley High School-Girls Lockers Path of Travel  
MG Proposal # P23.130.004**

Dear Ms. Amador:

In response to your Request for Proposal of February 24, 2023, and our subsequent site walk with Ms. Robin Rickman on February 28, 2023, we are pleased to submit our proposal for civil engineering services in connection with the subject project.

In reviewing the documentation forwarded to us we have developed the following scope of services that would be performed by our staff for the limit of work as shown on the attached Exhibit SV-1G:

## **SCOPE OF SERVICES**

### **CIVIL ENGINEERING:**

#### **Construction Document Phases**

- Visit the site to view conditions first hand and report findings to client.
- Field verify finish floor elevations at point of entries into adjacent buildings along the outlined path of travel.
- Review alternative designs and provide comments within our purview.
- Preparation of on-site finish grading, drainage and paving plans for non-building areas of the site at a scale of 1" = 20'. This work will be delineated on a copy of the site topographic survey. We will locate all drain inlets and connect those that are not over "structure." Any storm drain inlets over "structure" will be the responsibility of the project mechanical engineer. These plans will identify slopes, drainage patterns, gutter flow-lines, catch basins, and grades for finished surface on pavement, and walkways.



Ms. Jean Amador  
Amador Whittle Architect, Inc.  
Simi Valley High School-Girls Lockers Path of Travel  
March 20, 2023  
Page 2 of 4

- Preparation of a site demolition plan for the subject project to be drawn on an electronically screened copy of the site topographic survey.
- Preparation of the appropriate site details, notes and calculations for the grading and drainage plans.
- Preparation of technical specification sections covering those items of work being designed by our firm. The specifications will be prepared in accordance with the guidelines set forth by the Construction Specifications Institute and will be presented in both hard copy as well as Microsoft Word electronic format.
- Upon receipt of the Division of State Architect (DSA) review comments we will resolve any differences and incorporate agreed changes into our drawings.
- Attendance at design team meetings when items of a civil engineering nature are to be discussed. We anticipate a maximum of three such meetings will be required on a project of this type.

### **Bidding/Negotiation Phase**

- Assist the client in obtaining and evaluating bids or negotiated proposals.
- Preparation of addenda as appropriate to clarify or change the bid documents.

### **Construction Administration Phase**

- Participate in a Pre-Construction Meeting prior to commencement of work at the site.
- Visit the site at intervals appropriate to the various stages of construction, as we deem necessary, in order to observe the progress of the Work. Such visits and observations by our firm, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to us in our agreement with your firm and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on our exercise of professional judgment observations. We anticipate a maximum of two such visits will be performed.
- Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work.
- Recommend Change Orders to the client as appropriate.



Ms. Jean Amador  
Amador Whittle Architect, Inc.  
Simi Valley High School-Girls Lockers Path of Travel  
March 20, 2023  
Page 3 of 4

- Review Shop Drawings and Submittals and other data which contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- Preparation of record drawings for site work based upon information provided by the contractor.

## DESIGN FEE

Fee for our services will be billed monthly as the work progresses based upon our estimate of percentage of completion of our work as follows:

### Civil Engineering:

Construction Documents Phase	\$ 9,143.75
Permitting/Bidding Phase	\$ 653.13
Construction Administration Phase	\$ 2,612.50
Close-Out Phase	<u>\$ 653.12</u>

Total Fees Requested: \$ 13,062.50

We have attached the hourly rates for your use in evaluating our proposal.

## INSURANCE

The Mollenhauer Group (Mollenhauer) maintains workers compensation and employers' liability insurance of a form and in an amount as required by state law; comprehensive general liability with a general aggregate limit of \$2,000,000, automotive liability with a combined single limit of \$1,000,000 and professional liability insurance with a limit of \$1,000,000 per claim. The client recognizes that the insurance market can be erratic and that Mollenhauer cannot guarantee that they will be able to maintain the coverages identified above. Mollenhauer will endeavor to maintain the above coverages, within the context of prudent business practice, and will notify the client of any change in coverage no later than ten calendar days after we become aware of any change.

## OPTIONAL SERVICES

Our scope of services does not include any work not specifically called for herein. Should you so desire, our firm can modify the scope of services outlined in our proposal to best fit the needs of the project. We can provide your firm with an amended proposal for any additional services that might be required in the future, or this work can be billed on an hourly basis in accordance with our attached rate schedule.

Ms. Jean Amador  
Amador Whittle Architect, Inc.  
Simi Valley High School-Girls Lockers Path of Travel  
March 20, 2023  
Page 4 of 4

## ASSUMPTIONS

In developing our proposal we have made the following assumptions:

- Our proposal does not include the design of any site walls, steps or ramps. Our plans will indicate the elevations of those items but design and detailing of same will be by your office, your structural engineer or your landscape architect.
- Our proposal does not include the design of any pumps or pumping systems, utility tunnels, medical gas lines, steam lines, chilled water lines, grease interceptors, clarifiers, fuel or oil lines or tanks, regardless of their location on the site. The design and detailing of same will be by the project mechanical engineer.
- The construction of the project will not be phased.
- Total Cost Management (TCM), value engineering, and partnering sessions are not included in our proposal.

## CLOSURE

We hope this proposal meets with your approval and look forward to working with you on this project. We are prepared to start work immediately upon receipt of written authorization of our proposal.

Should you have any questions regarding our proposal or require additional information, please do not hesitate to contact us.

Very truly yours,

**MOLLENHAUER GROUP CIVIL, INC.**



Thomas M. Tran, P.E.  
Vice President, Civil Engineering

Enclosures:  
Exhibit SV-1G  
Hourly Rates

**Authorization to Proceed:**

By: \_\_\_\_\_

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

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

**Certificate Of Completion**

Envelope Id: 412345EF8B404B5DAD9F573FA2BBC05B

Status: Completed

Subject: Complete with DocuSign: Amendment 3 -Simi Girls Locker Rm Civil POT.pdf

Source Envelope:

Document Pages: 7

Signatures: 5

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Enveloped Stamping: Enabled

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

Envelope Originator:

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**

Status: Original

3/23/2023 11:21:38 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Bond Contracts

bondcontracts@simivalleyusd.org

Pool: StateLocal

Pool: Simi Valley Unified School District

Location: DocuSign

Location: DocuSign

**Signer Events**


Jean Amador

jean@amador.team

Ms

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

DocuSigned by:

  
B0D1FF1C72CF41D...Signature Adoption: Pre-selected Style  
Using IP Address: 75.83.85.18**Timestamp**

Sent: 3/23/2023 11:31:20 AM

Viewed: 3/24/2023 9:30:32 AM

Signed: 3/24/2023 9:30:45 AM

**Electronic Record and Signature Disclosure:**

Accepted: 3/24/2023 9:30:32 AM

ID: 0fe96277-8697-4e63-acda-48821b4a4137

Robin Rickman

robin.rickman@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

  
21245CC8B52647D...Signature Adoption: Pre-selected Style  
Using IP Address: 207.157.143.2

Sent: 3/24/2023 9:30:47 AM

Viewed: 3/27/2023 10:59:58 AM

Signed: 3/27/2023 11:00:23 AM

**Electronic Record and Signature Disclosure:**

Accepted: 3/27/2023 10:59:58 AM

ID: 070575c2-970c-40a9-9e97-89475a69f308

Marc Cunningham

marc.cunningham@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

  
2CEE5D45D018490...Signature Adoption: Pre-selected Style  
Using IP Address: 207.157.143.40

Sent: 3/27/2023 11:00:24 AM

Viewed: 3/27/2023 11:14:21 AM

Signed: 3/27/2023 11:14:39 AM

**Electronic Record and Signature Disclosure:**

Accepted: 3/27/2023 11:14:21 AM

ID: 4b15c6af-92c8-4c9f-8141-0ad2f1d515b6

LORI RUBENSTEIN

lori.rubenstein@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

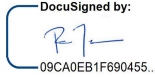
DocuSigned by:

  
10ADD8F50B0244E...Signature Adoption: Pre-selected Style  
Using IP Address: 207.157.143.41

Sent: 3/27/2023 11:14:41 AM

Viewed: 3/27/2023 12:02:28 PM

Signed: 3/27/2023 12:02:34 PM

Signer Events	Signature	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/27/2023 12:02:28 PM ID: 7aa4d2b8-a854-4183-a3ae-3f4ddde8556f		
Ron Todo ron.todo@simivalleyusd.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 207.157.143.39	Sent: 3/27/2023 12:02:36 PM Viewed: 3/27/2023 12:56:48 PM Signed: 3/27/2023 12:56:53 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/27/2023 12:56:48 PM ID: b0637c54-f3a7-41f7-b936-6f4362b5d2b7		
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	3/23/2023 11:31:20 AM
Certified Delivered	Security Checked	3/27/2023 12:56:48 PM
Signing Complete	Security Checked	3/27/2023 12:56:53 PM
Completed	Security Checked	3/27/2023 12:56:53 PM
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**

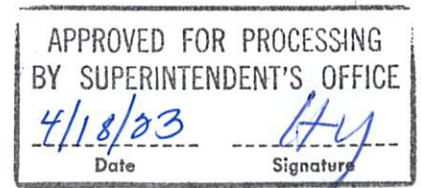
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **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 MEASURE X FUNDED PARTIAL EXPENSES,  
                 AGREEMENTS AND FIELD CONTRACTS UNDER CUPCCAA;  
                 NOVEMBER 28, 2022 TO MARCH 26, 2023**

Business & Facilities  
Consent #11

April 18, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

The District adopted the California Uniform Public Construction Cost Accounting Act ("CUPCCAA") which authorizes the District to engage in alternative bidding procedures for public works and maintenance projects. The District's adoption of CUPCCAA includes authorization for the District's Associate Superintendent, Business & Facilities to enter into contracts bid under CUPCCAA alternative bidding procedures when the value of the contract is \$200,000 or less, as of January 1, 2019. CUPCCAA contracts entered into by the Associate Superintendent, Business & Facilities pursuant to such authority are subject to ratification by the Board of Education.

Many of the projects funded with Measure X proceeds are smaller dollar value projects. To expedite obtaining cost proposals and the construction of Measure X funded projects valued at \$60,000 or less, District staff has utilized the CUPCCAA alternative bidding procedures with the District's Field Contracts.

Exhibit "A" is a summary listing of the Partial Expenses, Agreements and Field Contracts funded by Measure X proceeds and awarded by the Associate Superintendent, Business & Facilities under the CUPCCAA alternative bidding procedures from November 28, 2022 to March 26, 2023.

**Fiscal Analysis**

The total amount for Measure X funded Field Contracts issued under CUPCCAA from November 28, 2022 to March 26, 2023 is **\$688,746.56** as shown on Exhibit "A".

**Recommendation**

It is recommended that the Board of Education ratify the Field Contracts summarized in attached Exhibit "A".

On motion # 127 by Trustee LaBelle, seconded by Trustee Pine  
and carried by a vote of 5/0, the Board of Education, by a roll-call-vote, ratified  
Measure X Funded Partial Expenses, Agreements and Field Contracts Under CUPCCAA;  
November 28, 2022 to March 26, 2023.

Ayes: Pine  
Smollen  
Subran      Noes: 0      Absent: 0      Abstained: 0

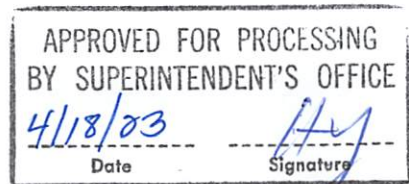
LaBelle  
Bagdasaryan



**MEASURE X FUNDED PARTIAL EXPENSES, AGREEMENTS AND FIELD CONTRACTS UNDER CUPCCA FROM 11/28/2022  
3/26/2023**

## EXHIBIT A

Req Date	Req #	PO #	Vendor	Total Amt	Comment
11/29/2022	R23-02522	P23-02138	WEATHERWELD	\$ 47,468.19	RHS WEST ROOF MPR
12/1/2022	R23-02575	P23-02249	RELIABLE FLOOR COVERING	\$ 15,875.00	RHS FLOORING AT RSRPD POOL
12/5/2022	R23-02634	P23-02391	CLARIDGE PRODUCTS & EQUIPMENT	\$ 16,433.27	BW WHITEBOARDS PH1 CLASS RENO
12/5/2022	R23-02635	P23-02392	CLARIDGE PRODUCTS & EQUIPMENT	\$ 5,261.04	BW WHITEBOARDS BLDG300 CLASS RENO
12/5/2022	R23-02636	P23-02393	CLARIDGE PRODUCTS & EQUIPMENT	\$ 8,341.64	BW WHITEBOARDS BLDG500-600 CLASS RENO
12/9/2022	R23-02700	P23-02512	CLARK SEIF CLARK, INC.	\$ 3,675.00	RHS LOR CLASS RENO
12/13/2022	R23-02752	P23-02403	BLUESPACE INTERIORS	\$ 194.34	SVHS FURNITURE BLDG D
12/16/2022	R23-02810	P23-02787	SALINAS & SONS ROOTER SERVICE	\$ 4,500.00	RHS STORM DRAIN ASSESS NEW CLASSROOMS
12/19/2022	R23-02825	P23-02516	CDW-GOVERNMENT, INC.	\$ 439.73	SVHS FURNITURE D2 CLASS RENO
12/19/2022	R23-02827	P23-02517	BLUESPACE INTERIORS	\$ 2,322.76	SVHS FURNITURE CLASS RENO BLDG D
12/19/2022	R23-02830	P23-02518	VIRCO, INC.	\$ 3,577.61	SVHS FURNITURE CLASS RENO D
1/9/2023	R23-02930	P23-02791	4 SEASONS ROOFING, INC.	\$ 65,195.00	RHS ROOF REPAIR BLDG 3 MPR W/CHANGE ORDERS
1/9/2023	R23-02933	P23-02827	RELIABLE CABLING SOLUTIONS	\$ 50,781.00	RHS REPAIR FIRE ALARM MPR
1/10/2023	R23-02957	P23-02609	WEATHERWELD	\$ 53,271.83	RHS ROOFING MATERIAL MPR
1/13/2023	R23-03009	P23-02663	WELLS FARGO BANK, N.A.	\$ 400.00	DWK BROWN ACT ZOOM CONFERENCE
1/26/2023	R23-03229	P23-02889	VIRCO, INC.	\$ 233.85	SVHS FURNITURE CLASS RENO
1/26/2023	R23-03230	P23-02890	CDW-GOVERNMENT, INC.	\$ 439.73	SVHS FURNITURE CLASS RENO
1/26/2023	R23-03231	P23-02891	BLUESPACE INTERIORS	\$ 2,615.43	SVHS FURNITURE CLASS RENO
1/27/2023	R23-03240	P23-02892	RELIABLE FLOOR COVERING	\$ 3,869.00	SVHS SNACK BAR FLOORING
1/27/2023	R23-03243	P23-03717	UNIQUE MOVING & STORAGE	\$ 6,390.00	RHS MOVERS BLDG 3 CLASS RENO
2/2/2023	R23-03343	P23-02917	B & H PHOTO-VIDEO/GOV. & ED.	\$ 295.04	RHS LIGHTING MPR
2/6/2023	R23-03397	P23-03030	ROSE BRAND WEST	\$ 28,961.36	RHS DRAPES MPR
2/7/2023	R23-03421	P23-03056	NV5 WEST, INC.	\$ 3,103.20	RHS LOR RSRPD PORTABLES
2/10/2023	R23-03472	P23-03080	PS FURNITURE, INC	\$ 525.58	RHS CHAIR CADDY MPR
2/14/2023	R23-03489	P23-03245	VENCO WESTERN INC.	\$ 27,690.00	RHS SOD RSRPD POOL PORTABLES
2/21/2023	R23-03569	P23-03718	UNIQUE MOVING & STORAGE	\$ 2,525.00	BW MOVERSS CLASS RENO
2/21/2023	R23-03583	P23-03643	FENCE FACTORY	\$ 59,545.00	RHS HANDRAILS EAST QUAD
2/22/2023	R23-03595	P23-03194	CLARIDGE PRODUCTS & EQUIPMENT	\$ 2,122.12	RHS WHITEBOARDS CLASS RENO
2/24/2023	R23-03719	P23-03261	WELLS FARGO BANK, N.A.	\$ 975.00	CASBO CONFERENCE REGISTRATION
3/13/2023	R23-03930	P23-03516	NORA SYSTEMS, INC.	\$ 94,111.88	BW FLOORING CLASS RENO
3/24/2023	R23-04120	P23-03723	CULVER-NEWLIN, INC	\$ 1,165.16	SVHS FURNITURE B BLDG CLASS RENO
3/24/2023	R23-04122		BLUESPACE INTERIORS	\$ 156,784.68	SVHS FURNITURE BLDG B CLASS RENO
3/24/2023	R23-04128		CULVER-NEWLIN, INC	\$ 19,658.12	SVHS FURNITURE BLDG B CLASS RENO
<b>TOTAL</b>				<b>\$ 688,746.56</b>	



**TITLE:        RATIFICATION OF AMENDMENT #1 TO AGREEMENT NO. R23-01539  
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND RRM  
DESIGN GROUP FOR ARCHITECTURAL, ENGINEERING AND  
SURVEYING SERVICES FOR THE NEW PERIMETER SITE FENCING AT  
SANTA SUSANA HIGH SCHOOL**

Business & Facilities  
Consent #12

April 18, 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 the on-call architectural and landscape services for projects throughout the District. RRM Design Group was one of the firms selected.

RRM Design Group is the architectural, engineering, surveying and conceptual architect through the construction document services for the new exterior perimeter fencing around Santa Susana High School.

The District has request additional service of Construction Administration services and project Close Out. See Attachment A

### **Fiscal Analysis**

Surveying:	\$ 9,350.00
Conceptual Design:	\$ 8,200.00
Construction Documents:	\$16,800.00
Meetings:	\$ 1,700.00
<b>Architectural Fee:</b>	<b>\$36,050.00</b>
Reimbursables:	\$ 750.00
Amendment #1	\$ 6,550.00
<b>Revised Total Contract:</b>	<b>\$43,350.00</b> Funded with Measure X funds

### **Recommendation**

It is recommended that the Board of Education ratify the RRM Design Group Amendment #1 to Agreement R23-01539.

On motion # 127 by Trustee LaBelle, seconded by Trustee Pine  
and carried by a vote of 5/0, the Board of Education, by a roll-call vote, ratified the  
RRM Design Group Amendment #1 to Agreement R23-01539.

Ayes: Pine  
Smollen  
Subran  
LaBelle  
Bandasaryan Noes: 0 Absent: 0 Abstained: 0

**SimiValleySchools**

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

**AMENDMENT**

Project Name:	Security Fencing	Amendment #:	1
Site:	Santa Susana HS	Board Date:	18-Apr-23
To (Architect):	RRM Design Group	Bid #:	
Address:	3765 S. Higuera Street Suite 102 San Luis Obispo, CA 93401	Requisition #:	R23-01539
		P.O. #:	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

RRM Design Group is the architectural, engineering, surveying and conceptual through construction document services for the new exterior perimeter fencing around Santa Susana High School.

The District has request additional service of Construction Administration services and project Close Out.

See Exhibit A for Fee Only



# SimiValleySchools

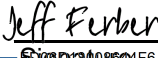

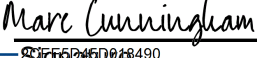
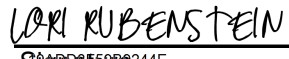
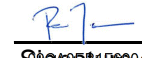
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

Adjustment to Contract Amount		Adjustment to Contract Schedule	
Original Contract Amount:	\$ 36,800.00	Original Contract Duration:	N/A
Total Prior Change Orders:	\$ -	Original Completion Date:	April 28, 2023
Contract Sum Prior to this Change Order:	\$ 36,800.00	Total Approved Time Extension to Date:	September 15, 2023
Amount of this Change Order:	\$ 6,550.00	Adjustment per this Change Order:	
Revised Contract Amount:	\$ 43,350.00	New Completion Date:	September 15, 2023

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>JEFF FERBER</u> Architect	DocuSigned by:  Signature	<u>4/10/2023</u> Date
<u>DESIREE RASK</u> Project Coordinator	DocuSigned by:  Signature	<u>4/19/2023</u> Date
<u>MARC CUNNINGHAM</u> Construction Project Manager	DocuSigned by:  Signature	<u>4/19/2023</u> Date
<u>LORI RUBENSTEIN</u> Bond Program Manager	DocuSigned by:  Signature	<u>4/19/2023</u> Date
<u>RON TODO</u> Associate Superintendent, Business & Facilities	DocuSigned by:  Signature	<u>4/20/2023</u> Date

DS  
Dn



## Exhibit A - For Fee Only

# ADD. SERVICE AUTHORIZATION

<b>Date:</b> March 27, 2023	
<b>Client:</b> Simi Valley Unified School District	<b>Task ID Number:</b> X.01, X.02
<b>Project Name:</b> Santa Susana High School Security Improvements	<b>Project Number:</b> 0852-03-CI22

## DESCRIPTION OF WORK TO BE PERFORMED

RRM Design Group, a California Corporation ("RRM Design Group"), has entered into a Master Agreement for Architectural Services agreement with the Simi Valley Unified School District (the "Client") dated July 26, 2022 (the "Prime Agreement"). A Purchase Order for the project Santa Susana High School Security Improvements (the "Project") was issued on October 18, 2022. Additional Services Authorized by the Client are subject to the Terms and Conditions of the Prime Agreement.

### Construction Support – Landscape Architecture

The following construction support tasks are to provide the District basic support for construction of three (3) school fencing projects: Valley View MS, Santa Susana HS, and Sinaloa MS. At this time, it is understood RRM will provide bi-weekly on-site meetings with additional off-site bi-weekly virtual meetings.

### Task X.01: Construction Support Services

The following is a general list of construction support services RRM will provide during the construction period which is anticipated to last during the District's summer break. Construction is anticipated to complete no later than August 31, 2023.

#### Construction Administration

Following the award of the general construction contract, RRM Landscape Architecture will provide support during the construction process. RRM will review and respond to requests for information (RFI), change orders (CO), submittals, and contractor supplied shop drawings. Under this task, RRM will prepare and issue supplemental instructions, as necessary, to clarify technical details and prepare preliminary and final punch lists.

**Construction Site Visits and Virtual Meetings**

RRM Landscape Architecture's project manager will visit the site bi-weekly until the end of August (amounts to 12 weeks) during the construction period. In addition, RRM will attend eight virtual meetings to discuss construction progress and respond to questions.

***Deliverables:***

- *Construction administration – twelve (12) hours of RFI, CO, and shop drawing coordination*
- *Construction administration – six (6) hours of submittal review*
- *Construction site visits – up to six (6) site visits. Site visits geared for multiple campuses*
- *Virtual meetings – up to six (6) virtual meetings*

***Fixed Fee:***

- *\$5,800 (see footnote)*

**Task X.02: Record Drawings**

Following construction completion, RRM will take the as-built contractor's plan markups and apply the edits to the current design drawings. These record drawings will be provided to the District in electronic PDF format.

***Deliverables:***

- *Record drawings*

***Fixed Fee:***

- *\$750 (see footnote)*

**LIMITATIONS OF SCOPE AND EXCLUSIONS**

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the Client or changes in the Client's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and Client-approved, fixed-fee, or hourly basis per the terms of the previously signed Prime Agreement, Exhibit A-I.

The following services or tasks are specifically excluded from the scope:

- Project phasing
- Project redesign
- Construction support beyond duration listed
- DSA review



**Santa Susana High School Security Improvements**

**Add. Service Authorization**

March 27, 2023

3 of 3

**Fee Footnote**

Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.

---

**Total Estimated Additional Fees**

**\$6,550**

---

Any work outside the scope of the original agreement between RRM Design Group and the Client and authorized by Client, is subject to the Terms and Conditions of the Prime Agreement.

**AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:**

---

**Sign**

---

**Date**

---

**Print Name, Title**

djpN:\0801\0852-03-CI22-Santa-Susana-Security-Improvements\Project-Management\Contracts\Addendums\Addendum-2\ASA-Tasks-X1-X2-ConAdmin.doc

**Certificate Of Completion**

Envelope Id: 1F68A367C29C4EA9808E9C7EDAF88926

Status: Completed

Subject: Complete with DocuSign: Santa Susana HS Security Fencing - RRM - R23-01539 - Amend #1.pdf

Source Envelope:

Document Pages: 5

Signatures: 5

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: 207.157.143.40

**Record Tracking**

Status: Original

Holder: Bond Contracts

Location: DocuSign

3/31/2023 10:23:19 AM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

**Signer Events**

Jeff Ferber

jferber@rrmdesign.com

Principal

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

DocuSigned by:



FD06D18008644F6...

Signature Adoption: Pre-selected Style

Using IP Address: 72.29.169.22

**Timestamp**

Sent: 3/31/2023 10:35:14 AM

Resent: 4/10/2023 9:01:04 AM

Viewed: 4/10/2023 10:31:25 AM

Signed: 4/10/2023 10:31:39 AM

**Electronic Record and Signature Disclosure:**

Accepted: 4/10/2023 10:31:25 AM

ID: dc056d59-e799-495a-88c2-2252ec3a5ff5

Desiree Rask

desiree.rask@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



3FD46F148B68447...

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

Sent: 4/10/2023 10:31:40 AM

Resent: 4/19/2023 1:56:23 PM

Viewed: 4/19/2023 1:58:26 PM

Signed: 4/19/2023 1:59:36 PM

**Electronic Record and Signature Disclosure:**

Accepted: 4/19/2023 1:58:26 PM

ID: 22b84235-6cfb-4ded-9a3b-63050bb977a2

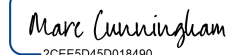
Marc Cunningham

marc.cunningham@simivalleyusd.org

Construction Project Manager

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



2CEE5D45D018490...

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.40

Sent: 4/19/2023 1:59:37 PM

Viewed: 4/19/2023 3:34:26 PM

Signed: 4/19/2023 3:34:40 PM

**Electronic Record and Signature Disclosure:**

Accepted: 4/19/2023 3:34:26 PM

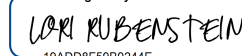
ID: bdf38882-96e4-4686-a803-158aa0a1783a

LORI RUBENSTEIN

lori.rubenstein@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



19ADD8F59B9244E...

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.41

Sent: 4/19/2023 3:34:41 PM

Viewed: 4/19/2023 3:58:07 PM

Signed: 4/19/2023 3:58:16 PM



Signer Events	Signature	Timestamp
---------------	-----------	-----------

Electronic Record and Signature Disclosure:  
 Accepted: 4/19/2023 3:58:07 PM  
 ID: 84744d0b-af82-4234-9f30-6c81c42b169f

Debbie Nelson  
 deborah.nelson@simivalleyusd.org  
 Security Level: Email, Account Authentication (None)

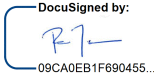


Sent: 4/19/2023 3:58:18 PM  
 Viewed: 4/19/2023 4:00:44 PM  
 Signed: 4/19/2023 4:00:51 PM

Signature Adoption: Pre-selected Style  
 Using IP Address: 207.157.143.40

Electronic Record and Signature Disclosure:  
 Accepted: 4/19/2023 4:00:44 PM  
 ID: bc62f85c-c600-4dc0-8897-50dec19ead54

Ron Todo  
 ron.todo@simivalleyusd.org  
 Security Level: Email, Account Authentication (None)



Sent: 4/19/2023 4:00:53 PM  
 Viewed: 4/20/2023 2:39:04 PM  
 Signed: 4/20/2023 2:39:10 PM

Signature Adoption: Uploaded Signature Image  
 Using IP Address: 207.157.143.39

Electronic Record and Signature Disclosure:  
 Accepted: 4/20/2023 2:39:04 PM  
 ID: 44d8d254-9fae-4b8a-a35e-4213f7d8fe00

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	3/31/2023 10:35:15 AM
Certified Delivered	Security Checked	4/20/2023 2:39:04 PM
Signing Complete	Security Checked	4/20/2023 2:39:10 PM
Completed	Security Checked	4/20/2023 2:39:10 PM

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**

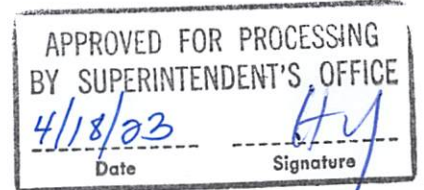
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **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 AMENDMENT #1 TO AGREEMENT NO. R23-01538  
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND RRM  
DESIGN GROUP FOR ARCHITECTURAL, ENGINEERING AND  
SURVEYING SERVICES FOR THE NEW PERIMETER SITE FENCING AT  
SINALOA MIDDLE SCHOOL**

Business & Facilities  
Consent #13

April 18, 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 the on-call architectural and landscape services for projects throughout the District. RRM Design Group was one of the firms selected.

RRM Design Group is the architectural, engineering, surveying and conceptual architect through the construction document services for the new exterior perimeter fencing around Sinaloa Middle School.

The District has request additional service of Construction Administration services and project Close Out. See Attachment A

**Fiscal Analysis**

Surveying:	\$ 8,800.00
Conceptual Design:	\$ 7,500.00
Construction Documents:	\$14,600.00
Meetings:	\$ 1,700.00
<b>Architectural Fee:</b>	<b>\$32,600.00</b>
Reimbursables:	\$ 750.00
Amendment #1	\$ 6,550.00
<b>Revised Total Contract:</b>	<b>\$39,900.00</b> Funded with Measure X funds

**Recommendation**

It is recommended that the Board of Education ratify the RRM Design Group Amendment #1 to Agreement R23-01538.

On motion # 107 by Trustee LaBelle, seconded by Trustee Pine  
and carried by a vote of 5/0, the Board of Education, by a roll-call vote, ratified the  
RRM Design Group Amendment #1 to Agreement R23-01538.

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


**SimiValleySchools**

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

## AMENDMENT

Project Name:	Security Fencing	Amendment #:	1
Site:	Sinaloa MS	Board Date:	18-Apr-23
To (Architect):	RRM Design Group	Bid #:	
Address:	3765 S. Higuera Street Suite 102 San Luis Obispo, CA 93401	Requisition #:	R23-01538
		P.O. #:	

### THE CONTRACT IS CHANGED AS FOLLOWS:

RRM Design Group is the architectural, engineering, surveying and conceptual through construction document services for the new exterior perimeter fencing around Sinaloa School.

The District has request additional service of Construction Administration services and project Close Out.

See Exhibit A for Fee Only



# SimiValleySchools

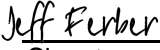
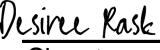
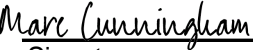


SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

Adjustment to Contract Amount		Adjustment to Contract Schedule	
Original Contract Amount:	\$ 33,350.00	Original Contract Duration:	N/A
Total Prior Change Orders:	\$ -	Original Completion Date:	April 28, 2023
Contract Sum Prior to this Change Order:	\$ 33,350.00	Total Approved Time Extension to Date:	September 15, 2023
Amount of this Change Order:	\$ 6,550.00	Adjustment per this Change Order:	
Revised Contract Amount:	\$ 39,900.00	New Completion Date:	September 15, 2023

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>JEFF FERBER</u> Architect	DocuSigned by:  Signature	<u>4/10/2023</u> Date
<u>DESIREE RASK</u> Project Coordinator	DocuSigned by:  Signature	<u>4/19/2023</u> Date
<u>MARC CUNNINGHAM</u> Construction Project Manager	DocuSigned by:  Signature	<u>4/19/2023</u> Date
<u>LORI RUBENSTEIN</u> Bond Program Manager	DocuSigned by:  Signature	<u>4/19/2023</u> Date
<u>RON TODO</u> Associate Superintendent, Business & Facilities	DocuSigned by:  Signature	<u>4/20/2023</u> Date



## Exhibit A - Fee Only

## ADD. SERVICE AUTHORIZATION

<b>Date:</b> March 27, 2023	
<b>Client:</b> Simi Valley Unified School District	<b>Task ID Number:</b> X.01, X.02
<b>Project Name:</b> Sinaloa Middle School Security Improvements	<b>Project Number:</b> 0855-01-CI22

### DESCRIPTION OF WORK TO BE PERFORMED

RRM Design Group, a California Corporation ("RRM Design Group"), has entered into a Master Agreement for Architectural Services agreement with the Simi Valley Unified School District (the "Client") dated July 26, 2022 (the "Prime Agreement"). A Purchase Order for the project Sinaloa Middle School Security Improvements (the "Project") was issued on October 18, 2022. Additional Services Authorized by the Client are subject to the Terms and Conditions of the Prime Agreement.

#### Construction Support – Landscape Architecture

The following construction support tasks are to provide the District with basic support for construction of three school fencing projects: Valley View MS, Santa Susana HS, and Sinaloa MS. At this time, it is understood RRM will provide bi-weekly on-site meetings with additional off-site bi-weekly virtual meetings.

#### Task X.01: Construction Support Services

The following is a general list of construction support services RRM will provide during the construction period which is anticipated to last during the District's summer break. Construction is anticipated to complete no later than August 31, 2023.

##### Construction Administration

Following the award of the general construction contract, RRM Landscape Architecture will provide support during the construction process. RRM will review and respond to requests for information (RFI), change orders (CO), submittals, and contractor supplied shop drawings. Under this task, RRM will prepare and issue supplemental instructions, as necessary, to clarify technical details and prepare preliminary and final punch lists.



**Construction Site Visits and Virtual Meetings**

RRM Landscape Architecture's project manager will visit the site bi-weekly until the end of August (amounts to 12 weeks) during the construction period. In addition, RRM will attend eight virtual meetings to discuss construction progress and respond to questions.

***Deliverables:***

- *Construction administration – twelve (12) hours of RFI, CO, and shop drawing coordination*
- *Construction administration – six (6) hours of submittal review*
- *Construction site visits – up to six (6) site visits. Site visits geared for multiple campuses*
- *Virtual meetings – up to six (6) virtual meetings*

***Fixed Fee:***

- *\$5,800 (see footnote)*

**Task X.02: Record Drawings**

Following construction completion, RRM will take the as-built contractor's plan markups and apply the edits to the current design drawings. These record drawings will be provided to the District in electronic PDF format.

***Deliverables:***

- *Record drawings*

***Fixed Fee:***

- *\$750 (see footnote)*

**LIMITATIONS OF SCOPE AND EXCLUSIONS**

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the Client or changes in the Client's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and Client-approved, fixed-fee, or hourly basis per the terms of the previously signed Prime Agreement, Exhibit A-I.

The following services or tasks are specifically excluded from the scope:

- Project phasing
- Project redesign
- Construction support beyond duration listed
- DSA review



**Sinaloa Middle School Fencing Improvements**

**Add. Service Authorization**

March 27, 2023

3 of 3

**Fee Footnote**

Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.

---

**Total Estimated Additional Fees:** **\$6,550**

---

Any work outside the scope of the original agreement between RRM Design Group and the Client and authorized by Client, is subject to the Terms and Conditions of the Prime Agreement.

**AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:**

---

**Sign**

---

**Date**

---

**Print Name, Title**

djpN:\0801\0855-01-CI22-Sinaloa-Security-Improvements\Project-Management\Contracts\Addendums\Addendum- I\ASA-Tasks-X1-X2-ConAdmin.doc

**Certificate Of Completion**

Envelope Id: E8F84649CACF4A0A9A14863A5D1D0D20

Status: Completed

Subject: Complete with DocuSign: Sinaloa Security Fencing - RRM - R23-01538 - Amend #1.pdf

Source Envelope:

Document Pages: 5

Signatures: 5

Certificate Pages: 5

Initials: 1

AutoNav: Enabled

Enveloped Stamping: Enabled

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

Envelope Originator:

Bond Contracts

Simi Valley Unified School District

101 West Cochran Street

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.40

**Record Tracking**

Status: Original

3/31/2023 10:35:32 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Bond Contracts

bondcontracts@simivalleyusd.org

Pool: StateLocal

Pool: Simi Valley Unified School District

Location: DocuSign

Location: DocuSign

**Signer Events**

Jeff Ferber

jferber@rrmdesign.com

Principal

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

DocuSigned by:

  
FD06D18008644F6...Signature Adoption: Pre-selected Style  
Using IP Address: 72.29.169.22**Timestamp**

Sent: 3/31/2023 10:39:07 AM

Resent: 4/10/2023 9:01:01 AM

Viewed: 4/10/2023 10:30:05 AM

Signed: 4/10/2023 10:30:51 AM

**Electronic Record and Signature Disclosure:**

Accepted: 4/10/2023 10:30:05 AM

ID: 6af3e777-2388-4c2b-973e-3b7288a43643

Desiree Rask

desiree.rask@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

  
3FD46F148B68447...Signature Adoption: Pre-selected Style  
Using IP Address: 207.157.143.2

Sent: 4/10/2023 10:30:53 AM

Resent: 4/19/2023 1:56:31 PM

Viewed: 4/19/2023 2:00:12 PM

Signed: 4/19/2023 2:06:00 PM

**Electronic Record and Signature Disclosure:**

Accepted: 4/19/2023 2:05:31 PM

ID: ee29a537-2f9f-4c89-a04c-7caba6692b38

Marc Cunningham

marc.cunningham@simivalleyusd.org

Construction Project Manager

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

  
2CEE5D45D018490...Signature Adoption: Pre-selected Style  
Using IP Address: 207.157.143.40

Sent: 4/19/2023 2:06:01 PM

Viewed: 4/19/2023 3:32:45 PM

Signed: 4/19/2023 3:34:06 PM

**Electronic Record and Signature Disclosure:**

Accepted: 4/19/2023 3:32:45 PM

ID: 5fa50598-2bc4-4b7f-a1be-1fb6814a1b9

LORI RUBENSTEIN

lori.rubenstein@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

  
19ADD8F59B9244E...Signature Adoption: Pre-selected Style  
Using IP Address: 207.157.143.41

Sent: 4/19/2023 3:34:07 PM

Viewed: 4/19/2023 3:58:36 PM

Signed: 4/19/2023 3:58:43 PM

Signer Events	Signature	Timestamp
---------------	-----------	-----------

Electronic Record and Signature Disclosure:  
 Accepted: 4/19/2023 3:58:36 PM  
 ID: ff7cdf58-4b64-438d-a75a-7ddb7063d7a3

Debbie Nelson  
 deborah.nelson@simivalleyusd.org  
 Security Level: Email, Account Authentication (None)

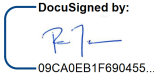


Sent: 4/19/2023 3:58:44 PM  
 Viewed: 4/19/2023 4:01:10 PM  
 Signed: 4/19/2023 4:01:19 PM

Signature Adoption: Pre-selected Style  
 Using IP Address: 207.157.143.40

Electronic Record and Signature Disclosure:  
 Accepted: 4/19/2023 4:01:10 PM  
 ID: acc59220-76df-425f-a23a-8d4487347821

Ron Todo  
 ron.todo@simivalleyusd.org  
 Security Level: Email, Account Authentication (None)



Sent: 4/19/2023 4:01:21 PM  
 Viewed: 4/20/2023 2:38:40 PM  
 Signed: 4/20/2023 2:38:49 PM

Signature Adoption: Uploaded Signature Image  
 Using IP Address: 207.157.143.39

Electronic Record and Signature Disclosure:  
 Accepted: 4/20/2023 2:38:40 PM  
 ID: 1dec9275-d176-43b0-9814-04f071ae41ac

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	3/31/2023 10:39:07 AM
Certified Delivered	Security Checked	4/20/2023 2:38:40 PM
Signing Complete	Security Checked	4/20/2023 2:38:49 PM
Completed	Security Checked	4/20/2023 2:38:49 PM

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 AMENDMENT #1 TO AGREEMENT NO. R23-01537  
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND RRM  
DESIGN GROUP FOR ARCHITECTURAL, ENGINEERING AND  
SURVEYING SERVICES FOR THE NEW PERIMETER SITE FENCING AT  
VALLEY VIEW MIDDLE SCHOOL**

Business & Facilities  
Consent #14

April 18, 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 the on-call architectural and landscape services for projects throughout the District. RRM Design Group was one of the firms selected.

RRM Design Group is the architectural, engineering, surveying and conceptual architect through the construction document services for the new exterior perimeter fencing around Valley View Middle School.

The District has request additional service of Construction Administration services and project Close Out. See Attachment A

**Fiscal Analysis**

Surveying:	\$ 9,020.00
Conceptual Design:	\$ 7,500.00
Construction Documents:	\$14,600.00
Meetings:	\$ 1,700.00
<b>Architectural Fee:</b>	<b>\$32,820.00</b>
Reimbursables:	\$ 750.00
Amendment #1	\$ 6,550.00
<b>Revised Total Contract:</b>	<b>\$40,120.00</b> Funded with Measure X funds

**Recommendation**

It is recommended that the Board of Education ratify the RRM Design Group Amendment #1 to Agreement R23-01537.

On motion # 107 by Trustee LaBelle, seconded by Trustee Pine  
and carried by a vote of 5/0, the Board of Education, by a roll-call vote, ratified the  
RRM Design Group Amendment #1 to Agreement R23-01537.

Ayes: Pine  
Smollen  
LaBelle  
Banasayan  
Abrian Noes: 0 Absent: 0 Abstained: 0




**SimiValleySchools**

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

## AMENDMENT

Project Name:	Security Fencing	Amendment #:	1
Site:	Valley View MS	Board Date:	18-Apr-23
To (Architect):	RRM Design Group	Bid #:	
Address:	3765 S. Higuera Street Suite 102 San Luis Obispo, CA 93401	Requisition #:	R23-01537
		P.O. #:	

### THE CONTRACT IS CHANGED AS FOLLOWS:

RRM Design Group is the architectural, engineering, surveying and conceptual through construction document services for the new exterior perimeter fencing around Valley View Middle School.

The District has request additional service of Construction Administration services and project Close Out.

See Exhibit A for Fee Only



# SimiValleySchools

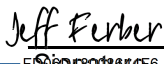


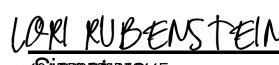
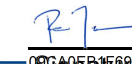
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

Adjustment to Contract Amount		Adjustment to Contract Schedule	
Original Contract Amount:	\$ 33,570.00	Original Contract Duration:	N/A
Total Prior Change Orders:	\$ -	Original Completion Date:	April 28, 2023
Contract Sum Prior to this Change Order:	\$ 33,570.00	Total Approved Time Extension to Date:	September 15, 2023
Amount of this Change Order:	\$ 6,550.00	Adjustment per this Change Order:	
Revised Contract Amount:	\$ 40,120.00	New Completion Date:	September 15, 2023

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>JEFF FERBER</u> Architect	DocuSigned by:  Signature	<u>4/10/2023</u> Date
<u>DESIREE RASK</u> Project Coordinator	DocuSigned by:  Signature	<u>4/19/2023</u> Date
<u>MARC CUNNINGHAM</u> Construction Project Manager	DocuSigned by:  Signature	<u>4/19/2023</u> Date
<u>LORI RUBENSTEIN</u> Bond Program Manager	DocuSigned by:  Signature	<u>4/19/2023</u> Date
<u>RON TODO</u> Associate Superintendent, Business & Facilities	DocuSigned by:  Signature	<u>4/20/2023</u> Date

DS  
DN



## Exhibit A - For Fee Only

# ADD. SERVICE AUTHORIZATION

<b>Date:</b> March 27, 2023	
<b>Client:</b> Simi Valley Unified School District	<b>Task ID Number:</b> X.01, X.02
<b>Project Name:</b> Valley View Middle School Security Improvements	<b>Project Number:</b> 0858-01-CI22

## DESCRIPTION OF WORK TO BE PERFORMED

RRM Design Group, a California Corporation ("RRM Design Group"), has entered into a Master Agreement for Architectural Services agreement with the Simi Valley Unified School District (the "Client") dated July 26, 2022 (the "Prime Agreement"). A Purchase Order for the project Valley View Middle School Security Improvements (the "Project") was issued on October 18, 2022. Additional Services Authorized by the Client are subject to the Terms and Conditions of the Prime Agreement.

### Construction Support – Landscape Architecture

The following construction support tasks are to provide the District basic support for construction of three school fencing projects: Valley View MS, Santa Susana HS, and Sinaloa MS. At this time, it is understood RRM will provide bi-weekly on-site meetings with additional off-site bi-weekly virtual meetings.

### Task X.01: Construction Support Services

The following is a general list of construction support services RRM will provide during the construction period which is anticipated to last during the District's summer break. Construction is anticipated to complete no later than August 31, 2023.

#### Construction Administration

Following the award of the general construction contract, RRM Landscape Architecture will provide support during the construction process. RRM will review and respond to requests for information (RFI), change orders (CO), submittals, and contractor supplied shop drawings. Under this task, RRM will prepare and issue supplemental instructions, as necessary, to clarify technical details and prepare preliminary and final punch lists.



#### Construction Site Visits and Virtual Meetings

RRM Landscape Architecture's project manager will visit the site bi-weekly until the end of August (amounts to 12 weeks) during the construction period. In addition, RRM will attend eight virtual meetings to discuss construction progress and respond to questions.

##### ***Deliverables:***

- *Construction administration – twelve (12) hours of RFI, CO, and shop drawing coordination*
- *Construction administration – six (6) hours of submittal review*
- *Construction site visits – up to six (6) site visits. Site visits geared for multiple campuses*
- *Virtual meetings – up to six (6) virtual meetings*

##### ***Fixed Fee:***

- *\$5,800 (see footnote)*

#### Task X.02: Record Drawings

Following construction completion, RRM will take the as-built contractor's plan markups and apply the edits to the current design drawings. These record drawings will be provided to the District in electronic PDF format.

##### ***Deliverables:***

- *Record drawings*

##### ***Fixed Fee:***

- *\$750 (see footnote)*

### **LIMITATIONS OF SCOPE AND EXCLUSIONS**

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the Client or changes in the Client's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and Client-approved, fixed-fee, or hourly basis per the terms of the previously signed Prime Agreement, Exhibit A-I.

The following services or tasks are specifically excluded from the scope:

- Project phasing
- Project redesign
- Construction support beyond duration listed
- DSA review



**Valley View Middle School Security Improvements**

**Add. Service Authorization**

March 27, 2023

3 of 3

**Fee Footnote**

Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.

---

**Total Estimated Additional Fees**

**\$6,550**

---

Any work outside the scope of the original agreement between RRM Design Group and the Client and authorized by Client, is subject to the Terms and Conditions of the Prime Agreement.

**AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:**

---

**Sign**

---

**Date**

---

**Print Name, Title**

djpN:\0801\0858-01-CI22-Valley-View-Security-Improvements\Project-Management\Contracts\Addendums\Addendum-1\ASA-Tasks-X1-X2-ConAdmin.doc

**Certificate Of Completion**

Envelope Id: 9F682760A7324F62BBDB70542E0AEF69

Status: Completed

Subject: Complete with DocuSign: Valley View Security Fencing - RRM - R23-01537 - Amend #1.pdf

Source Envelope:

Document Pages: 5

Signatures: 5

Certificate Pages: 5

Initials: 1

AutoNav: Enabled

Envelope Stamping: Enabled

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

Envelope Originator:

Bond Contracts

Simi Valley Unified School District

101 West Cochran Street

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.40

**Record Tracking**

Status: Original

3/31/2023 10:39:21 AM

Holder: Bond Contracts

bondcontracts@simivalleyusd.org

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

**Signer Events**

Jeff Ferber

jferber@rrmdesign.com

Principal

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

DocuSigned by:



FD06D18008644F6...

Signature Adoption: Pre-selected Style

Using IP Address: 72.29.169.22

**Timestamp**

Sent: 3/31/2023 10:42:25 AM

Resent: 4/10/2023 9:00:57 AM

Viewed: 4/10/2023 10:32:07 AM

Signed: 4/10/2023 10:32:16 AM

**Electronic Record and Signature Disclosure:**

Accepted: 4/10/2023 10:32:07 AM

ID: 05611eca-83b1-4254-a63e-9bb1f72c3a69

Desiree Rask

desiree.rask@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



3FD46F148B68447...

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

Sent: 4/10/2023 10:32:17 AM

Resent: 4/19/2023 1:56:04 PM

Viewed: 4/19/2023 1:57:07 PM

Signed: 4/19/2023 1:57:59 PM

**Electronic Record and Signature Disclosure:**

Accepted: 4/19/2023 1:57:07 PM

ID: 2f37af39-b69b-43c9-9a35-bbb75a8be2ee

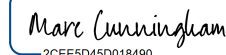
Marc Cunningham

marc.cunningham@simivalleyusd.org

Construction Project Manager

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



2CEE5D45D018490...

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.40

Sent: 4/19/2023 1:58:01 PM

Viewed: 4/19/2023 3:34:59 PM

Signed: 4/19/2023 3:35:09 PM

**Electronic Record and Signature Disclosure:**

Accepted: 4/19/2023 3:34:59 PM

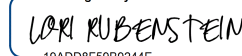
ID: c82f1a28-5086-4a2d-b993-a956a8588633

LORI RUBENSTEIN

lori.rubenstein@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



19ADD8F59B9244E...

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.41

Sent: 4/19/2023 3:35:10 PM

Viewed: 4/19/2023 3:57:40 PM

Signed: 4/19/2023 3:57:49 PM

Signer Events	Signature	Timestamp
---------------	-----------	-----------

Electronic Record and Signature Disclosure:  
 Accepted: 4/19/2023 3:57:40 PM  
 ID: 5662a95a-ee13-4293-bf4a-77daf92591f4

Debbie Nelson  
 deborah.nelson@simivalleyusd.org  
 Security Level: Email, Account Authentication (None)

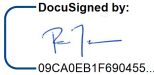


Sent: 4/19/2023 3:57:51 PM  
 Viewed: 4/19/2023 4:00:10 PM  
 Signed: 4/19/2023 4:00:20 PM

Signature Adoption: Pre-selected Style  
 Using IP Address: 207.157.143.40

Electronic Record and Signature Disclosure:  
 Accepted: 4/19/2023 4:00:10 PM  
 ID: 4c7a1959-c9f7-4500-9687-f00ae154cad5

Ron Todo  
 ron.todo@simivalleyusd.org  
 Security Level: Email, Account Authentication (None)



Sent: 4/19/2023 4:00:22 PM  
 Viewed: 4/20/2023 2:39:30 PM  
 Signed: 4/20/2023 2:39:35 PM

Signature Adoption: Uploaded Signature Image  
 Using IP Address: 207.157.143.39

Electronic Record and Signature Disclosure:  
 Accepted: 4/20/2023 2:39:30 PM  
 ID: 543a2b2c-fa10-444c-9de1-13e53e4966ae

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	3/31/2023 10:42:25 AM
Certified Delivered	Security Checked	4/20/2023 2:39:30 PM
Signing Complete	Security Checked	4/20/2023 2:39:35 PM
Completed	Security Checked	4/20/2023 2:39:35 PM

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**

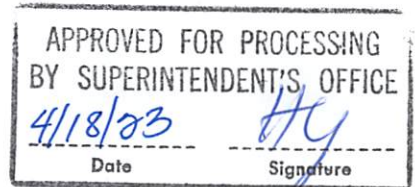
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **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: AUTHORIZATION OF BLANKET APPROVAL FOR CONTRACT CHANGE ORDERS NOT TO EXCEED STATUTORY LIMITS FOR SUMMER SCHOOL CONSTRUCTION WORK**

Business & Facilities  
Consent #16

April 18, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

Pursuant to Public Contract Code 20118.4, the Board of Education may authorize changes to Public Works Contracts without the formality of securing bids if the cost does not exceed ten percent of the original contract price or the legal bid limit of \$15,000, whichever amount is greater.

Normal practice is to present all contractual changes which fall under these parameters to the Board of Education for approval as they occur. However, the brief time frame allocated for summer work and the summer schedule of board meetings impacts the ability of the Division of Facilities, Bond Management Office, and Purchasing Department to authorize payments for work performed on a timely basis. Payments for work completed as the result of a change order can take six to eight weeks to process because warrants cannot be generated without Board of Education approval. This delay affects the manner in which the General Contractor issues payment to subcontractors, many of which are local businesses, and can affect the quality of bids received in the future.

It is therefore requested that the Board of Education provide blanket authorization to the Division of Facilities, Bond Management Office, and Purchasing Department to process change orders which do not exceed the statutory limits set forth in Public Contract Code 20118.4. This authorization would be granted only for the period of June 9, 2023 to August 18, 2023.

**Fiscal Analysis**

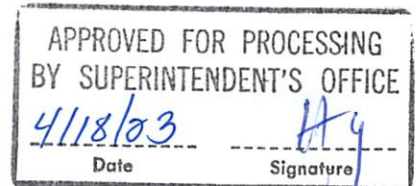
Change orders, if required, cannot exceed the statutory limit of ten percent of contract value or \$15,000 (whichever amount is greater) under this authorization.

**Recommendation**

It is recommended that the Board of Education authorize the blanket approval of contractual change orders, not to exceed statutory limits, for summer project work.

On motion # 127 by Trustee LaBelle, seconded by Trustee Pine and carried by a vote of 5 to 0, the Board of Education, by a roll-call vote, approved Authorization of the Blanket Approval of Contractual Change Orders, Not to Exceed Statutory Limits, for the Summer Project Work.

Ayes: Pine  
Smollen  
Subran  
LaBelle  
Madanayyan Noes: 0 Absent: 0 Abstained: 0



**TITLE: APPROVAL OF CHANGE ORDER #1 TO AGREEMENT NO. B22LS379 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND THE NAZARIAN GROUP FOR THE KNOLLS LEASE LEASEBACK P3 TOILET ROOM PROJECT**

Business & Facilities  
Consent #17

April 18, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

On May 17, 2022, the Board of Education authorized the award of the Lease Leaseback Fee Proposal for project No. B22LS379 to The Nazarian Group. During the course of construction, the District Contingency, Unforeseen Circumstances Allowance and the Contractors Contingency were not used for construction scope. Per the Lease Leaseback agreement, the Contractor is to receive 25% of unused Contractor Contingency. This amount is noted in the Deductive change order.

- COP #1- Original District Contingency, Unforeseen Circumstances Allowance, and Contractor contingency. Credit (\$77,500.00). See Attachment A.

**Fiscal Analysis**

\$ 236,457.65 Original Contract  
\$ (77,500.00) Change Order #1  
\$ 158,957.65 Total Revised Contract, funded by Measure X

**Recommendation:**

It is recommended that the Board of Education approve Change Order No. 1 as presented.

On motion # 127 by Trustee LaBelle, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Change Order No. 1 for the Knolls P3 Toilet Room Project, Bid No. B22LS379

Ayes: Pine  
Smollen  
Subran  
LaBelle  
Ibengdas ariyan Noes: 0 Absent: 0 Abstain: 0



**SimiValleySchools**  
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

## CHANGE ORDER

Project Name:	Knolls ES P3 Toilet Room	Change Order #:	1
Site:	Knolls ES	Board Date:	18-Apr-23
To (Contractor):	The Nazarian Group	Bid #:	B22LS379
Address:	17514 Ventura Blvd. #204, Encino, CA 91316	Project #:	
		P.O. #:	
<p>THE CONTRACT IS CHANGED AS FOLLOWS:</p> <p>1) Return of Contractor Contingency \$(22,500.00)</p> <p>2) Return of District Contingency \$(5,000.00)</p> <p>3) Return of Unforeseen Circumstances Allowance \$(50,000.00)</p> <p>—</p> <p>\$23 6,457.65 Total Contract Amount</p> <p>—</p> <p>\$(77,500.00) Contingency and Allowance as listed.</p> <p>—</p> <p>\$158,957.65 Final Contract Amount</p>			



# 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:	\$ 236,457.65	Original Contract Duration:	75 days
Total Prior Change Orders:		Original Completion Date:	August 1, 2022
Contract Sum Prior to this Change Order:	\$ 236,457.65	Total Approved Time Extension to Date:	0
Amount of this Change Order:	\$ (77,500.00)	Adjustment per this Change Order:	0
Revised Contract Amount:	\$ 158,957.65	New Completion Date:	August 1, 2022
% for this Change Order	-32.78%	% Total Cumulative Change Orders	-32.78%

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.

Greg Torosyan

The Nazarian Group

DocuSigned by:

Greg Torosyan  
Signature

4/5/2023

Date

N/A

Architect

N/A

Signature

N/A

Date

Project Coordinator

Signature

Date

MARC CUNNINGHAM

Construction Project Manager

DocuSigned by:

Marc Cunningham  
Signature

4/19/2023

Date

DS

DR

LORI RUBENSTEIN

Bond Program Manager

DocuSigned by:

LORI RUBENSTEIN  
Signature

4/19/2023

Date

RON TODO

Associate Superintendent,  
Business & Facilities

DocuSigned by:

Ron TODO  
Signature

4/20/2023

Date





SimiValleySchools  
SIMI VALLEY UNIFIED SCHOOL DISTRICT

# SIMI VALLEY UNIFIED SCHOOL DISTRICT

## CHANGE ORDER PROPOSAL (COP)

School Name: Knolls ES  
Project Name: P3 Toilet Room  
To *CM/ Project Coordinator* Lori Rubenstein  
From: Contractor The Nazarian Group

Date: 4/3/2023  
COP Number: 1  
Project Number:  
Bid Number: B22L379

### Description of Work:

Deductive change order for unused Contractor contingency Owner (\$22,500.00). Nazarian retains \$7,500.00 per contract. Deductive amount of (\$55,000.00) for Owner Allowance.

WORK PERFORMED OTHER THAN BY CONTRACTOR		ADD	DEDUCT
(a)	<b>Material</b> (attach itemized quantity and unit cost plus sales tax)		
(b)	<b>Add Labor</b> (attach itemized hours and rates, fully encumbered)		
(c)	<b>Add Equipment</b> (attach suppliers' invoice)		
(d)	<b>Subtotal</b>		
(e)	<b>Add overhead and profit for any and all tiers of Subcontractor,</b>		
(f)	<b>Subtotal</b>		
(g)	<b>Add overhead and profit for Contractor,</b> not to exceed ten		
(h)	<b>Subtotal</b>		
(i)	<b>Add Bond and Insurance,</b> not to exceed one and a half		
(j)	<b>TOTAL</b>	\$	-
(k)	<b>Time</b> (zero unless indicated)	0	Calendar Days
WORK PERFORMED BY CONTRACTOR		ADD	DEDUCT
(a)	<b>Material</b> (attach itemized quantity and unit cost plus sales tax)		
(b)	<b>Add Labor</b> (attach itemized hours and rates, fully encumbered)		
(c)	<b>Add Equipment</b> (attach suppliers' invoice)		
(d)	<b>Subtotal</b>		
(e)	<b>Add overhead and profit for Contractor,</b> not to exceed fifteen		
(f)	<b>Subtotal</b>		
(g)	<b>Add Bond and Insurance,</b> not to exceed one and a half		
(h)	<b>TOTAL</b>	\$	( 77,500.00 ) -
(i)	<b>Time</b> (zero unless indicated)	0	Calendar Days

☐ The proposal would ☐ Increase ☐ Decrease the Contract Time by  Calendar Days.  
☒ The proposal does NOT affect the Contract Time.

DocuSigned by:

*Greg Torosyan*

7F489159561B463...

Contractor's Signature:

Greg Torosyan Development Contracts

Printed Name & Title

Date

Provide all supporting documentation as required by the Contract Documents

**Certificate Of Completion**

Envelope Id: 75551ED07A1C47C9877B76660970E5BC

Status: Completed

Subject: Complete with DocuSign: Knolls ES P3 Toilet Room- Nazarian Change Order #1.pdf

Source Envelope:

Document Pages: 3

Signatures: 5

Certificate Pages: 5

Initials: 1

AutoNav: Enabled

Enveloped Stamping: Enabled

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

Envelope Originator:

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**

Status: Original

4/5/2023 12:00:18 PM

Holder: Bond Contracts

bondcontracts@simivalleyusd.org

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

**Signer Events**

Greg Torosyan

GREG@nazerian.net

Development &amp; Contracts

The Nazarian Group

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

DocuSigned by:



7F489159561B463...

Signature Adoption: Pre-selected Style

Using IP Address: 98.154.85.10

**Timestamp**

Sent: 4/5/2023 12:31:08 PM

Viewed: 4/5/2023 12:38:48 PM

Signed: 4/5/2023 12:49:13 PM

**Electronic Record and Signature Disclosure:**

Accepted: 4/5/2023 12:38:48 PM

ID: d224fb7a-e011-42b3-8c61-8e8ae78029c8

Desiree Rask

desiree.rask@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

Sent: 4/5/2023 12:49:14 PM

Resent: 4/19/2023 1:56:39 PM

Viewed: 4/19/2023 2:04:24 PM

Signed: 4/19/2023 2:04:50 PM

**Electronic Record and Signature Disclosure:**

Accepted: 4/19/2023 2:04:24 PM

ID: a1c70a2e-830a-4459-a8af-f476c971f4ff

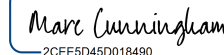
Marc Cunningham

marc.cunningham@simivalleyusd.org

Construction Project Manager

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



2CEE5D45D018490...

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.40

Sent: 4/19/2023 2:04:51 PM

Viewed: 4/19/2023 3:32:03 PM

Signed: 4/19/2023 3:32:22 PM

**Electronic Record and Signature Disclosure:**

Accepted: 4/19/2023 3:32:03 PM

ID: 045921f9-e232-4b94-b4de-9cf34b9522f6

LORI RUBENSTEIN

lori.rubenstein@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



19ADD8F59B9244E...

Signature Adoption: Pre-selected Style

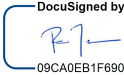
Using IP Address: 207.157.143.41

Sent: 4/19/2023 3:32:23 PM

Viewed: 4/19/2023 3:59:02 PM

Signed: 4/19/2023 3:59:11 PM



Signer Events	Signature	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Accepted: 4/19/2023 3:59:02 PM ID: 7a3cef46-363b-4541-a62a-bec7b05e4422		
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: 207.157.143.39</div>	Sent: 4/19/2023 3:59:13 PM Viewed: 4/20/2023 2:39:52 PM Signed: 4/20/2023 2:39:57 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 4/20/2023 2:39:52 PM ID: 0f04b0be-6a77-40e9-ac66-ad34a5af9278		
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	4/5/2023 12:31:08 PM
Certified Delivered	Security Checked	4/20/2023 2:39:52 PM
Signing Complete	Security Checked	4/20/2023 2:39:57 PM
Completed	Security Checked	4/20/2023 2:39:57 PM
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**

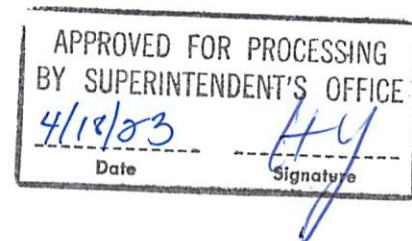
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **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: **RECEIVE MEASURE X BOND PERFORMANCE AUDIT**

Business and Facilities  
Information #2

April 18, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

### **Background**

The Measure X Bond was passed by the citizens of Simi Valley on November 8, 2016. A requirement of the passing of the bond on a 55% vote is that a performance audit be conducted on an annual basis. Senate Bill 581 requires concurrent submission of the performance audit to both the Board of Education and the Independent Citizens' Oversight Committee.

Article 13A of the California Constitution, Section 1(b)(3)(c) states "A requirement that the school district board, community college board, or county office of education conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed."

The auditor's stated objectives were to:

- Document the expenditures charged to the 2016 General Obligation Measure X Bond Fund.
- Determine whether expenditures charged to the 2016 General Obligation Measure X Bond Fund have been made in accordance with the bond project list approved by the voters.
- Determine compliance with California Education Code related to oversight of bond expenditures.
- Note any incongruities, system weaknesses, or non-compliance with California Education Code related to bond oversight and provide recommendations for improvement.
- Provide the Board of Education and the Independent Citizens' Oversight Committee with a performance audit as required under the California Constitution and Proposition 39.

The performance audit reflects expenditures and transfers for the 2021/22 fiscal year. The conclusion portion of the audit indicates that, in all significant respects, the Simi Valley Unified School District has properly accounted for the expenditures associated with the Measure X bond funds, and such expenditures were made on authorized bond projects.

### **Recommendation**

This presentation is for information only.



Financial and Performance Audits  
Building Fund (Measure X)  
June 30, 2022

**Simi Valley Unified School District**

**FINANCIAL AUDIT**

Independent Auditor's Report.....	1
Financial Statements	
Balance Sheet.....	4
Statement of Revenues, Expenditures, and Changes in Fund Balance.....	5
Notes to Financial Statements.....	6
Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i> .....	12
Schedule of Findings and Questioned Costs	
Financial Statement Findings .....	14
Summary Schedule of Prior Audit Findings.....	15

**PERFORMANCE AUDIT**

Independent Auditor's Report on Performance .....	16
Authority for Issuance.....	17
Purpose of Issuance .....	17
Authority for the Audit .....	17
Objectives of the Audit .....	18
Scope of the Audit.....	18
Methodology.....	18
Conclusion.....	19
Schedule of Findings and Questioned Costs	
Schedule of Findings and Questioned Costs.....	20
Summary Schedule of Prior Audit Findings.....	21



Financial Audit  
Building Fund (Measure X)  
June 30, 2022

**Simi Valley Unified School District**





## Independent Auditor's Report

Governing Board and  
Citizens Oversight Committee  
Simi Valley Unified School District  
Simi Valley, California

### Report on the Audit of the Financial Statements

#### ***Opinion***

We have audited the financial statements of the Building Fund (Measure X) of the Simi Valley Unified School District (the District), as of and for the year ended June 30, 2022, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the Building Fund (Measure X) of the District, as of June 30, 2022, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinion***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### ***Emphasis of Matter***

As discussed in Note 1, the financial statements present only the Building Fund (Measure X), and do not purport to, and do not, present fairly the financial position of the District as of June 30, 2022, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 15, 2023 on our consideration of the Building Fund (Measure X) of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Building Fund (Measure X) of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Building Fund (Measure X) of the District's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Rancho Cucamonga, California  
March 15, 2023

Simi Valley Unified School District  
Building Fund (Measure X)  
Balance Sheet  
June 30, 2022

---

Assets	
Investments	\$ 108,256,083
Accounts receivable	<u>188,095</u>
Total assets	<u><u>\$ 108,444,178</u></u>
Liabilities and Fund Balance	
Liabilities	
Accounts payable	\$ 3,084,462
Due to other funds	<u>33</u>
Total liabilities	<u><u>3,084,495</u></u>
Fund Balance	
Restricted for capital projects	<u>105,359,683</u>
Total liabilities and fund balance	<u><u>\$ 108,444,178</u></u>

Simi Valley Unified School District  
Building Fund (Measure X)  
Statement of Revenues, Expenditures, and Changes in Fund Balance  
Year Ended June 30, 2022

---

Revenues	
Interest income	\$ 438,396
Unearned gain/(loss) on investments	<u>(1,408,448)</u>
Total revenues	<u>(970,052)</u>
Expenditures	
Facility acquisition and construction	<u>17,826,624</u>
Net Change in Fund Balance	(18,796,676)
Fund Balance - Beginning	<u>124,156,359</u>
Fund Balance - Ending	<u><u>\$ 105,359,683</u></u>

## **Note 1 - Summary of Significant Accounting Policies**

The accounting policies of the Simi Valley Unified School District's (the District) Building Fund (Measure X) conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA). The Simi Valley Unified School District Building Fund (Measure X) accounts for financial transactions in accordance with the policies and procedures of the *California School Accounting Manual*.

### **Financial Reporting Entity**

The financial statements include only the Building Fund of the Simi Valley Unified School District used to account for Measure X projects. This Fund was established to account for the expenditures of general obligation bonds issued under Measure X. These financial statements are not intended to present fairly the financial position and the changes in financial position of the Simi Valley Unified School District in accordance with accounting principles generally accepted in the United States of America.

### **Fund Accounting**

The operations of the Building Fund (Measure X) are accounted for in a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Resources are allocated to and accounted for in the fund based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

### **Basis of Accounting**

The Building Fund (Measure X) is accounted for using a flow of current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. The statement of revenues, expenditures, and changes in fund balance reports on the sources (revenues and other financing sources) and uses (expenditures and other financing uses) of current financial resources.

### **Budgets and Budgetary Accounting**

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for all governmental funds. The District's governing board adopts an operating budget no later than July 1 in accordance with State law. A public hearing must be conducted to receive comments prior to adoption. The District's governing board satisfied these requirements. The Board revises this budget during the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

## **Encumbrances**

The District utilizes an encumbrance accounting system under which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation. Encumbrances are liquidated when the commitments are paid, and all outstanding encumbrances lapse at June 30.

## **Fund Balance - Building Fund (Measure X)**

As of June 30, 2022, fund balance of the Building Fund is classified as follows:

**Restricted** - amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

## **Spending Order Policy**

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the governing board has provided otherwise in its commitment or assignment actions.

## **Estimates**

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates, and those differences could be material.

## **Note 2 - Investments**

### **Policies and Practices**

The District is authorized under California *Government Code* to make direct investments in local agency bonds, notes, or warrants within the State; U.S. Treasury instrument; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreement; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security, and collateralized mortgage obligations.

### Investment in County Treasury

The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (*Education Code* Section 41001). The fair value of the District's investment in the pool is reported in the accounting financial statement at amounts based upon the District's pro-rata share of the fairly value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

### General Authorizations

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are indicated in the schedules below:

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

### Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value is to changes in market interest rates. The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The District manages its exposure to interest rate risk by investing in the Ventura County Investment Pool. The District maintains a Building Fund (Measure X) investment of \$108,256,083 with the Ventura County Treasury Investment Pool with an average maturity of 278 days.



**Credit Risk**

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The District's investments in the Ventura County Treasury Investment Pool is rated Aaa-mf by Moody's Investor Service Ratings.

**Note 3 - Accounts Receivable**

Accounts receivable at June 30, 2022, consisted of the following:

Interest	<u>\$ 188,095</u>
----------	-------------------

**Note 4 - Accounts Payable**

Accounts payable at June 30, 2022, consisted of the following:

Capital outlay	<u>\$ 3,084,462</u>
----------------	---------------------

**Note 5 - Interfund Transactions**

**Interfund Payables (Due To)**

Interfund payable balances arise from interfund transactions and are recorded by all funds affected in the period in which transactions are executed. Interfund payable balances at June 30, 2022, are as follows:

The balance of \$33 due to the General Fund are for the reimbursement of costs.

**Note 6 - Commitments and Contingencies**

As of June 30, 2022, the Building Fund (Measure X) had the following commitments with respect to unfinished projects:

Capital Project	Remaining Construction Commitment	Expected Date of Completion
Modernization, Health & Safety, Technology, Building and Land Improvement projects at various sites:		
Elementary Schools:		
Arroyo Elementary School	\$ 292,107	December 31, 2022
Atherwood Elementary School	246	January 31, 2023
Berylwood Elementary School	676	December 31, 2023
Big Springs Elementary School	246	January 31, 2023
Crestview Elementary School	889,313	December 31, 2022
Garden Grove Elementary School	383	December 31, 2022
Hollow Hills Elementary School	37,506	June 30, 2024
Justin Elementary School	54,708	June 30, 2023
Katherine Elementary School	802,960	December 31, 2022
Knolls Elementary School	614,814	December 31, 2022
Madera Elementary School	984	January 31, 2023
Mountain View Elementary School	809,317	January 31, 2023
Park View Elementary School	6,506	December 31, 2023
Santa Susana Elementary School	848,787	January 31, 2023
Simi Valley Elementary School	51,131	December 31, 2025
Sycamore Elementary School	246	January 31, 2023
Township Elementary School	246	January 31, 2023
Vista Elementary School	508,635	January 31, 2023
White Oak Elementary School	841,284	June 30, 2024
Wood Ranch Elementary School	410,096	January 31, 2023
Middle Schools:		
Hillside Middle School	1,902,862	December 31, 2022
Sinaloa Middle School	1,420,564	January 31, 2023
Valley View Middle School	405,326	January 31, 2023
High Schools:		
Royal High School	11,068,384	December 31, 2024
Santa Susana High School	981,727	December 31, 2023
Simi Valley High School	4,235,023	June 30, 2024
Apollo Continuation School	4,778	December 31, 2022
Others:		
Monte Vista Independent Study	330	January 31, 2023
Information Services	11,802,334	January 31, 2023
Undesignated	7,205,571	December 31, 2025
	<u>\$ 45,197,090</u>	

### **Litigation**

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the District at June 30, 2022.



Independent Auditor's Report  
June 30, 2022

**Simi Valley Unified School District**



**Independent Auditor's Report on Internal Control over Financial Reporting and  
on Compliance and Other Matters Based on an Audit of Financial Statements Performed  
in Accordance with *Government Auditing Standards***

Governing Board and  
Citizens Oversight Committee  
Simi Valley Unified School District  
Simi Valley, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the Simi Valley Unified School District (the District) Building Fund (Measure X), as of and for the year ended June 30, 2022, and the related notes of the financial statements, and have issued our report thereon dated March 15, 2023.

***Emphasis of Matter***

As discussed in Note 1, the financial statements present only the Building Fund (Measure X), and do not purport to, and do not, present fairly the financial position of the District as of June 30, 2022, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

**Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Simi Valley Unified School District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Simi Valley Unified School District's internal control. Accordingly, we do not express an opinion on the effectiveness of Simi Valley Unified School District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the District's Building Fund (Measure X) financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Simi Valley Unified School District's Building Fund (Measure X) financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's Building Fund (Measure X) internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's Building Fund (Measure X) internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Eide Sully LLP". The signature is written in a cursive, flowing style.

Rancho Cucamonga, California  
March 15, 2023

None reported.

There were no audit findings reported in the prior year's Schedule of Findings and Questioned Costs.





Performance Audit  
Building Fund (Measure X)  
June 30, 2022

# Simi Valley Unified School District



## Independent Auditor's Report on Performance

Governing Board and  
Citizens Oversight Committee  
Simi Valley Unified School District  
Simi Valley, California

We were engaged to conduct a performance audit of the Simi Valley Unified School District (the District) Building Fund (Measure X) for the year ended June 30, 2022.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Our audit was limited to the objectives listed within the report which includes determining the District's compliance with the performance requirements as referred to in Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution and Appendix A contained in the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* issued by the California Education Audit Appeals Panel. Management is responsible for the District's compliance with those requirements.

In planning and performing our performance audit, we obtained an understanding of the District's internal control in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution, but not for the purpose of expressing an opinion of the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

The results of our tests indicated that the District expended Building Fund (Measure X) funds only for the specific projects approved by the voters, in accordance with Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution.

This report is intended solely for the information and use of the District, Governing Board, and Citizens Oversight Committee, and is not intended to be, and should not be used by anyone other than this specified party.

A handwritten signature in black ink that reads "Eide Bailly LLP".

Rancho Cucamonga, California  
March 15, 2023

### **Authority for Issuance**

The General Obligation Bonds, Election 2016 (Measure X) were issued pursuant to the Constitution and laws of the State of California (the State), including the provisions of Chapters 1 and 1.5 of Part 10 of the California Education Code, and other applicable provisions of law.

The District received authorization at an election held on November 8, 2016, to issue bonds of the District in an aggregate principal amount not to exceed \$239,000,000 to finance specific construction and renovation projects approved by eligible voters within the District. The proposition required approval by at least 55% of the votes cast by eligible voters within the District (the 2016 Authorization). The Bond represents the first series of the authorized bonds to be issued under the 2016 Authorization. Following the issuance of the Series A, Series B, and Series C Bonds, the principal amount remaining under the 2016 Authorization will be \$68,135,000.

### **Purpose of Issuance**

"To improve the quality of education; modernize and upgrade outdated classrooms, science labs, restrooms and school facilities; repair and replace leaky roofs; upgrade or renovate inadequate electrical and deteriorating plumbing and sewer systems; improve student access to computers/modern technology; and make health, safety and handicapped accessibility improvements, shall Simi Valley Unified School District issue \$239,000,000 of bonds at legal interest rates, include an independent citizens' oversight committee, no money for administrative salaries or be taken by the state."

### **Authority for the Audit**

On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools, and Financial Accountability Act. Proposition 39 amended portions of the California Constitution to provide for the issuance of general obligation bonds by school districts, community college districts, or county offices of education, "for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of rental property for school facilities", upon approval by 55% of the electorate. In addition to reducing the approval threshold from two-thirds to 55%, Proposition 39 and the enacting legislation (AB 1908 and AB 2659) requires the following accountability measures as codified in *Education Code* Sections 15278-15282:

1. Requires that the proceeds from the sale of the bonds be used only for the purposes specified in Article XIII A, Section 1(b)(3)(C) of the California Constitution, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.
2. The school district must list the specific school facilities projects to be funded in the ballot measure, and must certify that the governing board has evaluated safety, class size reduction and information technology needs in developing the project list.
3. Requires the school district to appoint a Citizen's Oversight Committee.

4. Requires the school district to conduct an annual independent financial audit and performance audit in accordance with the *Government Auditing Standards* issued by the Comptroller General of the United States of the bond proceeds until all of the proceeds have been expended.
5. Requires the school district to conduct an annual independent performance audit to ensure that the funds have been expended only on the specific projects listed.

### **Objectives of the Audit**

1. Determine whether expenditures charged to the Building Fund have been made in accordance with the bond project list approved by the voters through the approval of Measure X.
2. Determine whether salary transactions, if any, charged to the Building Fund were in support of Measure X and not for District general administration or operations.

### **Scope of the Audit**

The scope of our performance audit covered the period of July 1, 2021 to June 30, 2022. The population of expenditures tested included all object and project codes associated with the bond projects. The propriety of expenditures for capital projects and maintenance projects funded through other State or local funding sources, other than proceeds of the bonds, were not included within the scope of the audit. Expenditures incurred subsequent to June 30, 2022, were not reviewed, or included within the scope of our audit or in this report.

### **Methodology**

We obtained the general ledger and the project expenditure reports prepared by the District for the fiscal year ended June 30, 2022, for the Building Fund (Measure X). Within the fiscal year audited, we obtained the actual invoices, purchase orders, and other supporting documentation for a sample of expenditures to ensure compliance with the requirements of Article XIII A, Section 1(b)(3)(C) of the California Constitution and Measure X as to the approved bond projects list. We performed the following procedures:

1. We identified expenditures and projects charged to the general obligation bond proceeds by obtaining the general ledger and project listing.
2. We selected a sample of expenditures using the following criteria:
  - a. We considered all expenditures recorded in all object codes.
  - b. We considered all expenditures recorded in all projects that were funded from July 1, 2021 through June 30, 2022 from Measure X bond proceeds.
  - c. We selected all expenditures that were individually significant expenditures. Individually significant expenditures were identified as individual transactions (expenditures) that exceeded approximately two percent of the total expenditures incurred.

- d. For all items below the individually significant threshold identified in item 2c, judgmentally selected expenditures based on risk assessment and consideration of coverage of all object codes, and projects for period starting July 1, 2021 and ending June 30, 2022.
3. Our sample included transactions totaling \$17,413,392. This represents 98% of the total expenditures of \$17,826,624.
4. We reviewed the actual invoices and other supporting documentation to determine that:
  - a. Expenditures were supported by invoices with evidence of proper approval and documentation of receipting goods or services.
  - b. Expenditures were supported by proper bid documentation, as applicable.
  - c. Expenditures were expended in accordance with voter-approved bond project list.
  - d. Bond proceeds were not used for salaries of school administrators or other operating expenses of the District.
5. We determined that the District has met the compliance requirement of Measure X if the following conditions were met:
  - a. Supporting documents for expenditures were aligned with the voter-approved bond project list.
  - b. Expenditures were not used for salaries of school administrators or other operating expenses of the Districts.

## **Conclusion**

The results of our tests indicated that, in all significant respects, the Simi Valley Unified School District has properly accounted for the expenditures held in the Building Fund (Measure X) and that such expenditures were made for authorized Bond projects.

None reported.

There were no audit findings reported in the prior year's Schedule of Findings and Questioned Costs.