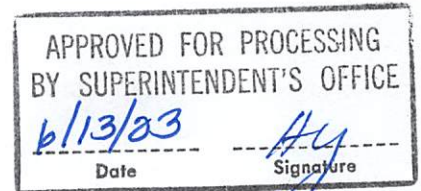


SimiValleySchools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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



TITLE: RATIFICATION OF AWARD OF RE-BID #B23FS399, SANTA SUSANA HIGH SCHOOL SECURITY FENCING

Business & Facilities
Consent #9

June 13, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities

Background Information

On April 3, 2023, two bids were received for Bid #B23FS399, Santa Susana High School Security Fencing. Staff recommended rejecting all bids in favor of re-bidding the project.

One bid was received on May 16, 2023 for Re-Bid #B23FS399, Santa Susana High School Security Fencing. The recommended low bidder is indicated in bold type.

Company	Base Bid	Allowance	Bid Total
Ardalan Construction Company, Inc.	\$474,000.00	\$47,400.00	\$521,400.00

On May 22, 2023, the Associate Superintendent of Business & Facilities awarded Re-Bid #B23FS399, Santa Susana High School Security Fencing, to Ardalan Construction Company, Inc. as the responsible bidder submitting the lowest responsive bid proposal.

Additional information is available in the Bond Management Office.

Fiscal Analysis

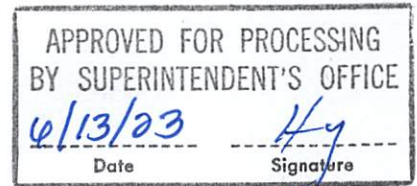
The total amount of this project \$521,400.00 will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education ratify award of Re-Bid #B23FS399, Santa Susana High School Security Fencing, to Ardalan Construction Company, Inc. in the amount of \$521,400.00.

On motion # 171 by Trustee Bagdasaryan seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education ratified, by roll-call vote, award of Re-Bid #B23FS399, Santa Susana High School Security Fencing, to Ardalan Construction Company, Inc.

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



TITLE: APPROVAL OF REJECTING BID NOS. B23FS400 AND RE-BID B23FS400 FOR THE NEW SECURITY SITE FENCING AT VALLEY VIEW MIDDLE SCHOOL

Business & Facilities
Consent #12

June 13, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

For security and safety, the District advertised bid B23FS400, Security Fencing At Valley View Middle School.

Bids were advertised on March 1, 2023 and March 8, 2023, followed by a mandatory pre-bid conference on March 14, 2023.

Bids were opened on April 3, 2023. There were three (3) bidders who submitted bids. One of the three bidders withdrew his bid.

After reviewing the bids received, District staff determined that it is in the best interest of the District to reject all bids and rebid the project.

The District advertised Re-Bid B23FS400, Security Fencing At Valley View Middle School, on April 18, 2023 and April 25, 2023, followed by a mandatory pre-bid conference on April 27, 2023.

Bids were opened on May 16, 2023. There was one (1) bidder who submitted a bid.

After reviewing the bid received and the budget for this project, District staff determined that it is in the best interest of the District to again reject all bids and rebid the project.

Fiscal Analysis

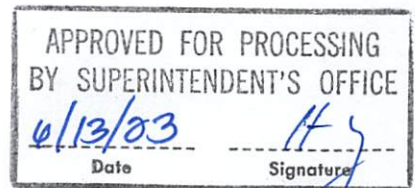
None

Recommendation

It is recommended that the Board of Education approve rejecting bid nos. B23FS400 and Re-Bid B23FS400 for the new security site fencing at Valley View Middle School

On motion # 171 by Trustee Bagdasarian, seconded by Trustee Smollen and carried by a vote of 5 to 0, the Board of Education, by a roll-call vote, approved rejecting bid nos. B23FS400 and Re-Bid B23FS400 for the new security site fencing at Valley View Middle School.

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



TITLE: APPROVAL OF REJECTING BID NOS. B23FS401 AND RE-BID B23FS401 FOR THE NEW SECURITY SITE FENCING AT SINALOA MIDDLE SCHOOL

Business & Facilities
Consent #13

June 13, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

For security and safety, the District advertised bid B23FS401, Security Fencing At Sinaloa Middle School.

Bids were advertised on March 1, 2023 and March 8, 2023, followed by a mandatory pre-bid conference on March 14, 2023.

Bids were opened on April 3, 2023. There were two (2) bidders who submitted bids. One of the two bidders was deemed non-responsive.

After reviewing the bids received, District staff determined that it is in the best interest of the District to reject all bids and rebid the project.

The District advertised Re-Bid B23FS401, Security Fencing At Sinaloa Middle School, on April 18, 2023 and April 25, 2023, followed by a mandatory pre-bid conference on April 27, 2023.

Bids were opened on May 16, 2023. There was one (1) bidder who submitted a bid.

After reviewing the bid received and the budget for this project, District staff determined that it is in the best interest of the District to again reject all bids and rebid the project.

Fiscal Analysis

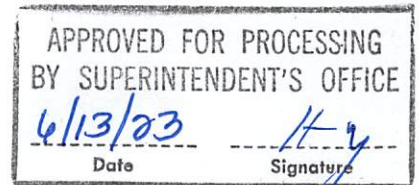
None

Recommendation

It is recommended that the Board of Education approve rejecting bid nos. B23FS401 and Re-Bid B23FS401 for the new security site fencing at Sinaloa Middle School

On motion # 17 by Trustee Bagdasaryan, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved rejecting bid nos. B23FS401 and Re-Bid B23FS401 for the new security site fencing at Sinaloa Middle School.

Ayes: Pine
Smollen
Ju bran
La Belle
Bagdasaryan Noes: 0 Absent: 0 Abstain: 0



TITLE: APPROVAL OF AMENDMENT TO CHANGE ORDER NO. 1 (1R) FOR AGREEMENT NO. B22LS371 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND BALFOUR BEATTY CONSTRUCTION, LLC. FOR THE POOL PORTABLE RELOCATION PROJECT AT ROYAL HIGH SCHOOL

Business & Facilities
Consent #14

June 13, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

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

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

Balfour Beatty's fee proposal was deemed the Best Value for the project.

During the course of construction, various changes became necessary or desirable. Attached is Exhibit "A" that describes the changes, related costs, and justification for Change Order No. 1R.

Fiscal Analysis:

\$ (37,714.82) Change Order (CO) #1 - 5/16/2021 – Amended with CO #1R
\$ (36,006.46) Change Order 1R

\$ 505,821.00 Original LLB Contract
\$ (36,006.46) Change Order 1R
\$ 469,814.54 Total Revised Contract, funded with Measure X funds.

Recommendation:

It is recommended that the Board of Education approve Amendment to Change Order No. 1 (1R) as presented.

On motion # 171 by Trustee Bagdasarian, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Amendment to Change Order No. 1 (1R) for the Royal High School Portable Relocation RSRPD Pool, Bid No. B22LS371.

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

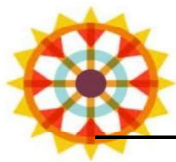


SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

CHANGE ORDER - AMENDMENT

Project Name:	Portable Relocation RSRPD Pool	Change Order #:	1R
Site:	Royal HS	Board Date:	6/13/2023
To (Contractor):	Balfour Beatty Construction LLC	Bid #:	B22LS371
Address:	13520 Evening Creek Drive North Suite 270, San Diego, CA 92128	Project #:	
		P.O. #:	
<p>THE CONTRACT IS CHANGED AS FOLLOWS: Back Charge for damage to the grass areas of the pool where utilities were installed. District hired landscaping contractor to finish grade, amend soils, and install Sod. Irrigation repaired by BBC subcontractors. Time extension due to materials delays, including electrical equipment. See COP-07 This Change Order (CO) is an Amendment to CO #1 which had a mathematical error.</p>			
<p style="text-align: right;">SVUSD Issued Field Contract Venco Western: \$27,690.00</p> <p style="text-align: right;">Sub Total: \$27,690.00</p> <p style="text-align: center;">District and BBC agree to split this total 50/50. BBC will be back charged (\$13,845.00). Contractors contingency usage by BBC: \$3,995.25 Total Back Charge Applied: 13,845.00 - 3,995.25 = (\$9,849.75)</p> <p style="text-align: right;">Contractor Contingency returned to District: (\$6,658.75) Owner Contingency not used: (\$19,497.96) Final amount. (\$36,006.46)</p> <p style="text-align: right;">\$ (37,714.82) Change Order (CO) #1 - 5/16/2021 – Amended with CO #1R \$ (36,006.46) Change Order 1R</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:	\$ 505,821.00	Original Contract Duration:	
Total Prior Change Orders:		Original Completion Date:	Sept. 6, 2022
Contract Sum Prior to this Change Order:	\$ 505,821.00	Total Approved Time Extension to Date:	0 Days
Amount of this Change Order:	\$ (36,006.46)	Adjustment per this Change Order:	
Revised Contract Amount:	\$ 469,814.54	New Completion Date:	June 13, 2023
% for this Change Order	-7.12%	% Total Cumulative Change Orders	-7.12%

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.

Dennis Kuykendall

Contractor

DocuSigned by:

Dennis Kuykendall

Signature

5/22/2023

Date

JEAN AMADOR

Architect

DocuSigned by:

Jean Amador

Signature

6/14/2023

Date

DAVID PEGG

Project Coordinator

DocuSigned by:

David Pegg

Signature

6/15/2023

Date

MARC CUNNINGHAM

Construction Project Manager

DocuSigned by:

Marc Cunningham

Signature

6/22/2023

Date

LORI RUBENSTEIN

Bond Program Manager

DocuSigned by:

LORI RUBENSTEIN

Signature

6/22/2023

Date

RON TODO

Associate Superintendent,
Business & Facilities

DocuSigned by:

Ron TODO

Signature

6/22/2023

Date

DS

DR

Certificate Of Completion

Envelope Id: EDB8D2D9185841119C7B3A9AF6729364

Status: Completed

Subject: Complete with DocuSign: RHS Portable Relocation- Balfour Change Order 1R .pdf

Source Envelope:

Document Pages: 2

Signatures: 6

Certificate Pages: 6

Initials: 1

AutoNav: Enabled

Envelopel Stamping: Enabled

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

5/22/2023 12:17:50 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

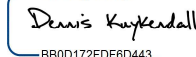
Dennis Kuykendall

DKuykendall@balfourbeattyus.com

Project Executive

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

DocuSigned by:



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Desiree Rask

desiree.rask@simivalleyusd.org

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(None)

Signature Adoption: Pre-selected Style

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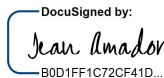
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Jean Amador

jean@amador.team

Ms

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

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ID: 4426d035-edaf-4079-81eb-f2ad0eb58b6a

David Pegg

david.pegg@simivalleyusd.org

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style


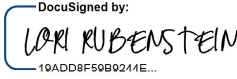
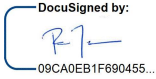
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Signed: 6/15/2023 7:17:44 AM

Signer Events	Signature	Timestamp
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Ron Todo ron.todo@simivalleyusd.org Associate Superintendent Simi Valley Unified Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: Ron Todo 09CA0EB1F690455...</p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 207.157.143.39</p>	Sent: 6/22/2023 11:33:43 AM Viewed: 6/22/2023 1:54:13 PM Signed: 6/22/2023 1:54:19 PM
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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
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Certified Delivered	Security Checked	6/22/2023 1:54:13 PM
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Completed	Security Checked	6/22/2023 1:54:19 PM
Payment Events	Status	Timestamps

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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

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 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 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 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

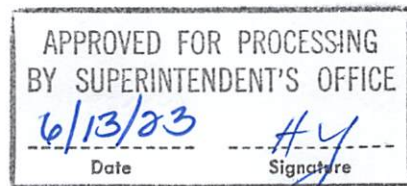
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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 AWARD OF LEASE-LEASEBACK B23LS406, ROYAL HIGH SCHOOL CLASSROOM RENOVATION PHASE I, TO BALFOUR BEATTY CONSTRUCTION, LLC

Business & Facilities
Consent #18

June 13, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

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

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

Balfour Beatty will be the LLB contractor for the Classroom Renovation Project, Phase I, at Royal High School.

Fiscal Analysis

Fee Proposal for the following:

\$ 675,484.00 Base Price
\$ 15,913.00 Construction Contingency
\$ 691,397.00 Guaranteed Maximum Price (GMP) Not To Exceed
\$ 69,140.00 District Contingency
\$ 100,000.00 Abatement Allowance
\$ 432.00 Financing Cost
\$ 860,969.00 Total Contract Amount, Not to Exceed, funded with Measure X

Recommendation

It is recommended that the Board of Education approve ratification of award of Lease-Leaseback B23LS406, Royal High School Classroom Renovation Phase I, to Balfour Beatty Construction, LLC.

On motion # 171 by Trustee Bagdasaryan, seconded by Trustee Smollen and carried by a vote of 510, the Board of Education, by a roll-call vote, ratified the award of Lease-Leaseback B23LS406, Royal High School Classroom Renovation Phase I, to Balfour Beatty Construction, LLC.

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



SimiValley Schools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

Ron Todo, Associate Superintendent of Business & Facilities

101 W. Cochran Street Simi Valley, CA 93065

805.306.4500 x4011

ron.todo@simivalleyusd.org

Date: June 1, 2023

BALFOUR BEATTY CONSTRUCTION, LLC.

Dennis Kuykendall

13520 Evening Creek Drive North #270

San Diego, CA 92128

**Re: ROYAL HIGH SCHOOL CLASSROOM RENOVATIONS PHASE I, Lease-Leaseback
B23LS406**

Dear Mr. Kuykendall:

Congratulations, **BALFOUR BEATTY CONSTRUCTION, LLC.** is being awarded the project known as: **ROYAL HIGH SCHOOL CLASSROOM RENOVATIONS PHASE I, Lease-Leaseback B23LS406.**

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

Ron Todo

Associate Superintendent, Business & Facilities

Simi Valley Unified School District

805-306-4500 x4011

RT/rk

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

From here to anywhere.



SimiValleySchools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

Derrick Hoffman, Director of Purchasing

101 W. Cochran Street Simi Valley, CA 93065

805.306.4500 x4601

derrick.hoffman@simivalleyusd.org

Date: June 1, 2023

BALFOUR BEATTY CONSTRUCTION, LLC.

Dennis Kuykendall

13520 Evening Creek Drive North #270

San Diego, CA 92128

Re: ROYAL HIGH SCHOOL CLASSROOM RENOVATIONS PHASE I, Lease-Leaseback B23LS406

Dear Mr. Kuykendall:

Congratulations! On June 1, 2023, the Associate Superintendent of Business & Facilities awarded your firm the project known as **ROYAL HIGH SCHOOL CLASSROOM RENOVATIONS PHASE I, Lease-Leaseback B23LS406**.

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

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

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

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

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

Sincerely,

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

Derrick Hoffman

Director of Purchasing

DH/rk

cc: Lori Rubenstein

From here to anywhere.

EXHIBIT "Z"
PROJECT AMENDMENT TO MASTER CONSTRUCTION AGREEMENT

For District Use

Master Construction Agreement No.:

Project Name: Royal High School Classroom Renovations Phase 1

Project Number: X033-02-22 – Bid #B23LS406

Project Description: Classroom Renovations including: Demolition, Painting, Marker Boards, Tack Boards, Wall Construction, Glazing, Cleaning, Window Blinds, and associated work as indicated in the plans and specifications.

Site Description: Royal High School.

Scope of Work/Construction Documents: Classroom Renovations including: Demolition, Painting, Marker Boards, Tack Boards, Wall Construction, Glazing, Cleaning, Window Blinds, and associated work as indicated in the plans and specifications.

DSA Application Number: N/A.

DSA File Number: N/A.

Company Name	Balfour Beatty Construction, LLC.	
Representative	<u>Dennis Kuykendall, Project Executive</u> Name and Title <u>dkuykendall@balfourbeattyus.com</u> 949-502-4000 Email Address Phone	
Contract Signatories (only one is required)	(1) <u>John Bernardy, Sr. VP</u> Name and Title <u>jbernardy@balfourbeattyus.com</u> 949-504-4000 Email Address (2) Name and Title Email Address Phone	
Mailing Address	<u>13520 Evening Creek Drive North, Suite 270</u> Address <u>San Diego, CA 92128</u> City, State, Zip Code	
California Contractor License	Number: 979126 Classifications: A & B Expiration Date: 12-31-24	
Acknowledgement of Addenda	(by Addendum Number): 1 & 2.	
	Subcontractor Fees + GC + Insurance & Bonds (within GMP)	\$ 651,019
Section 3.4	Date completion by	08-07-2023
Section 3.5	Liquidated Damages for overstaying lease (Art. 18) is	\$ 1,500.00 per calendar day

Section 3.6.1	Construction Contingency (within GMP) is		\$ 15,913
Section 3.6.2	Errors and Omissions Contingency (within GMP) is	ZERO	
Section 3.8	The Contractor's fee (percentage) for this Project (within GMP) is	3.75%	\$ 24,465
Section 3.6	TOTAL Guaranteed Maximum Price (GMP) (Art. 5) is		\$ 691,397
Section 3.7	The only exception to the GMP is Unforeseen Underground Conditions, and District Contingency for Owner requested extras as follows:		
Section 3.7.1	District's Contingency (Art. 8) is <i>District Contingency is carried outside of the GMP.</i>		\$ 69,140
Section 3.7.2	Subcontractor Allowance # 1 for Asbestos and/or Lead Abatement <i>Allowance is carried outside of the GMP.</i>		\$ 100,000
	Sublease Finance Charge for this Project (Master Sublease Exhibit C) is <i>Sublease Finance Charge is carried outside of the GMP.</i>		\$ 432
	TOTAL PROJECT COST Total GMP + District's Contingency + Subcontractor Allowance + Sublease Finance Charge		\$ 860,969
ALTERNATE BID ITEM: If the GMP incorporates Alternate Bid.			
Alternate Bid Item No	Alternative Bid Description	Proposed Price	
		\$	
		\$	

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

Proposal Submitted By:



(Signature)

Dennis Kuykendall

(Printed Name)

5-31-23

(Date)

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

CONTRACTOR:

Balfour Beatty

(Company Name)

(DocuSigned by:)



(Signature) 40C...

John Bernardy

(Printed Name)

E. V. P

(Title)

6/1/2023

Date:

DISTRICT:

SIMI VALLEY UNIFIED SCHOOL DISTRICT

(DocuSigned by:)



(Signature) 455...

Ron Todo

Associate Superintendent, Business & Facilities

6/15/2023

Date:

DS

DA

EXHIBIT "Z"
Bid # B23LS406

Simi Valley USD - Royal HS Classroom Renovations Phase 1		
DATE 05.31.2023		
		Values
Subcontractor Costs Royal HS Classroom Renovations		\$ 554,000
Subtotal Subcontracted Costs		\$ 554,000
BBC General Conditions		\$ 82,500
SUBTOTAL HARD COSTS		\$ 636,500
Construction Contingency (2.5% Hard Costs)	2.5%	\$ 15,913
Errors and Omissions Contingency (N/A)	0.0%	\$ -
CONSTRUCTION COSTS WITH CONTINGENCIES		\$ 652,413
General Liability/ WC Ins.	1.10%	\$ 7,605
Builders Risk (By District)	0.00%	
SUBTOTAL COSTS WITH INSURANCE		\$ 660,018
Lease Leaseback Fee	3.75%	\$ 24,465
SUBTOTAL CONSTRUCTION COSTS WITH FEE, GC'S, AND INSURANCE		\$ 684,483
Bonds	1%	\$ 6,914
TOTAL GMP		\$ 691,397
Financing 1.25% - 3 month term		\$ 432
District's Contingency (10% subcontractor costs)	10%	\$ 69,140
Subcontractor Allowance # 1 for Asbestos and/or Lead Abatement		\$ 100,000
TOTAL		\$ 860,969

Bid Tabulation Results

Simi Valley USD - Royal HS Classroom Renovations Phase 1



DATE 05.25.2023

Bid Package 01 Miscellaneous Specialties	Total Bid	Low Bid
Omega Construction, Inc.	\$ 654,000.00	\$ 654,000.00
Standard Drywall, Inc.	\$ 897,000.00	
Painting and Décor, Inc.	\$ 998,700.00	
RHS CLASSROOM RENOVATIONS BASE BID SUBTOTAL		\$ 654,000.00

* Total Bid Amount Included Allowance for \$100,000 Asbestos/Lead Abatement

EXHIBIT C**SUBLEASE PAYMENT SCHEDULE
ROYAL HS CLASSROOM RENOVATIONS – PHASE 1**

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

I. Sublease Tenant Improvement Payments to be paid in accordance with the provisions of the Master Construction Services Agreement Not to Exceed: \$ 656,827.

II. Sublease Finance Payment of \$ 34,570 (excluding finance charge) to be paid in accordance with the following Sublease Finance Payment Schedule which shall begin the date of Substantial Completion as defined in the Master Construction Services Agreement:

*This includes 5% financing at 1.25% Interest

Monthly Payment No.	(a) Beginning Balance*	(b) Payment	(c) Interest	(d) Principal Paid	(e) Ending Balance [(a)-(d)]
1	34,570\$	11,667.33\$	144\$	11,523.33\$	23,046.67\$
2	23,046.67\$	11,667.33\$	144\$	11,523.33\$	11,523.34\$
3	11,523.34\$	11,667.34\$	144\$	11,523.34\$	\$
4	\$	\$	\$	\$	\$
5	\$	\$	\$	\$	\$
6	\$	\$	\$	\$	\$
TOTAL		40,501\$	432\$	40,001\$	

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

SUBCONTRACTORS LIST
(Submit With Fee Proposal)

Project **Royal High School Classroom Renovations - Phase 1; BID #B23LS406**

Name of Lease Leaseback Contractor: Omega Construction Co.

Authorized Signature: Nitin J. Gidder

(A) Licensed Name of Subcontractor	(B) Subcontractor Office, Mill or Shop Address	(C) Subcontractor Portion of Work	(D) Subcontractor Contractors' License No.	(E) Subcontractor DIR Registration No.
GC Custom Wallcoverings	5696 Stanford Street Ventura Ca 93003	Tackable Wall Panels Marker boards install	1052301	1000365955
Taft Electric Co.	P.O. Box 3416 Ventura Ca 93003	Electrical Work	772245	1000000149
IVS Computer technology	1415 McDonald Way BAKERSFIELD Ca 93309	Interactive Boards/ Projectors Centering	822714	1000001730
TRI-STATE Glass Inc	3201 Corte Malpaso Ste Camarillo Ca 93012 308	Laminated Glazing / maps Panels	1061454	1000577543

Attach additional page(s) as required

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, John Bernardy the E.V.P of
(Name) [SimiLAB3700] (Title)
Balfour Beatty, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

Balfour Beatty

(Contractor Name)
DocuSigned by:

By: John Bernardy
(Signature)

John Bernardy

(Typed or printed name)

Project: **Lease-Leaseback B23LS406 ROYAL HIGH CLASSROOM RENOVATIONS PHASE I**

SIMI VALLEY UNIFIED SCHOOL DISTRICT

DRUG-FREE WORKPLACE CERTIFICATION

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

Balfour Beatty

(Contractor Name)

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

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

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

City & State

Executed at _____ this _____ day of _____, 20____.

DocuSigned by:

(City and State)

6/1/2023

John Bernardy

(Signature) CD140C...

John Bernardy

(Printed or Typed Name)

Project: **Lease-Leaseback B23LS406 ROYAL HIGH CLASSROOM RENOVATIONS PHASE I**

SIMI VALLEY UNIFIED SCHOOL DISTRICT**TOBACCO-FREE ENVIRONMENT CERTIFICATION****PROJECT: Lease-Leaseback B23LS406 ROYAL HIGH CLASSROOM RENOVATIONS PHASE I****This Tobacco-Free Environment Certification form is required from the successful Bidder.**The contract between **Simi Valley Unified School District** ("District") andBalfour Beatty

("Contractor" or "Bidder") includes the following provisions:

[SimiLAB6400]

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking, vaping, and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke/vape on any District site.

Date: 6/1/2023Contractor: Balfour Beatty

DocuSigned by:

Signature:

John Bernardy

E15F52DDDCD140C

Print Name:

John Bernardy

Title:

E.V.P

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

[SimiLAB1725.5]

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

I John Bernardy (Name and Title) certify that

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

Contractor's DIR Registration Number 1000000529

Expiration date 6/30/23

Contractor further acknowledges:

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

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

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

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

DocuSigned by:

John Bernardy

Signature: DDDDCD140C...


6/1/2023

Project: **Lease-Leaseback B23LS406 ROYAL HIGH CLASSROOM RENOVATIONS PHASE I**

Project **Lease-Leaseback B23LS406 ROYAL HIGH CLASSROOM RENOVATIONS**
PHASE I

Date: 6/1/2023

Company Name: Balfour Beatty

Contractor Signature:  DocuSigned by: John Bernardy

Printed Name: John Bernardy

Title: E.V.P

Rules of Conduct

Project: Lease-Leaseback B23LS406 ROYAL HIGH CLASSROOM RENOVATIONS PHASE I

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

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

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

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

DocuSigned by:


Authorized Signature
E19F32DDDCD140C...

[SimiROC]

John Bernardy

Print Name

Balfour Beatty

Company

E.V.P

Title

6/1/2023

Date

SIMI VALLEY UNIFIED SCHOOL DISTRICT

FINGERPRINT CERTIFICATE – PUBLIC WORKS

I, John Bernardy, am the E.V.P of
 (Print Name) [SimiEDU45125-1] (Title)

Balfour Beatty (Entity). I declare, state, and certify all of the following:

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

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

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

Entity's DOJ issued
ORI Number



AF556



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

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

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

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

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

6/1/2023

Executed at City & State this ____ day of _____, 20 ____.

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

John Bernardy
 (Signature)
 E9F52BDDCD140C...

John Bernardy

(Handwritten or Typed Name)

Project: **Lease-Leaseback B23LS406 ROYAL HIGH CLASSROOM RENOVATIONS PHASE I**

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT

FINGERPRINT CERTIFICATE

ATTACHMENT B-1

[SimiEDU45125-2]

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

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

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Project: **Lease-Leaseback B23LS406 ROYAL HIGH CLASSROOM RENOVATIONS PHASE I**

SIMI VALLEY UNIFIED SCHOOL DISTRICT**LABOR AND MATERIALS PAYMENT BOND**

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **Lease-Leaseback B23LS406 ROYAL HIGH CLASSROOM RENOVATIONS PHASE I**.

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

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

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

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

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

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

[CONTINUED NEXT PAGE]

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

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

(Contractor Name)	
By:	_____
	(Signature)

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

(Surety Name)	
By:	_____
	(Signature of Attorney-In-Fact for Surety)

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

Contact name, address, telephone number and email address for notices to the Surety	

(Contact Name)	

(Street Address)	

(City, State & Zip Code)	
(_____) _____	(_____) _____
Telephone	Fax

(Email address)	

SIMI VALLEY UNIFIED SCHOOL DISTRICT

PERFORMANCE BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **Lease-Leaseback B23LS406 ROYAL HIGH CLASSROOM RENOVATIONS PHASE I**.

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

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

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

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

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

[CONTINUED NEXT PAGE]

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

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

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

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

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT

Project No. **Lease-Leaseback B23LS406**Project Name: **ROYAL HIGH CLASSROOM RENOVATIONS PHASE I****Please check classifications as they should be included on PWC-100.****Include YOURSELF as well as all SUBCONTRACTORS.**

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

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

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

ROYAL HIGH CLASSROOM RENOVATIONS PHASE I, Lease-Leaseback B23LS406



INSTRUCTIONS for the CERTIFICATE OF INSURANCE and ADDITIONAL INSURED ENDORSEMENT

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

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

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

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

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

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

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

Certificate Of Completion

Envelope Id: B29635C899064075A3025B632A6095F9

Status: Completed

Subject: Please DocuSign: Agreement and Documents for Royal HS Classroom Renovations Phase I B23LS406

Source Envelope:

Document Pages: 24

Signatures: 9

Envelope Originator:

Certificate Pages: 5

Initials: 1

Public Works

AutoNav: Enabled

Simi Valley Unified School District

Enveloped Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

publicworks@simivalleyusd.org

IP Address: 207.157.143.39

Record Tracking

Status: Original

Holder: Public Works

Location: DocuSign

6/1/2023 11:43:04 AM

publicworks@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

Signer Events**Signature****Timestamp**

John Bernardy

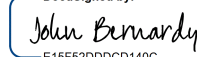
jbernardy@balfourbeattyus.com

E.V.P

Balfour Beatty

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Electronic Record and Signature Disclosure:

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Derrick Hoffman

publicworks@simivalleyusd.org

Security Level: Email, Account Authentication
(None)

Sent: 6/1/2023 1:54:04 PM

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Signed: 6/15/2023 2:31:05 PM

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ron Todo

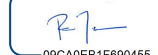
ron.todo@simivalleyusd.org

Associate Superintendent

Simi Valley Unified

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Viewed: 6/15/2023 4:36:49 PM

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Using IP Address: 207.157.143.39

Electronic Record and Signature Disclosure:

Accepted: 6/15/2023 4:36:49 PM

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

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/1/2023 11:55:50 AM
Certified Delivered	Security Checked	6/15/2023 4:36:49 PM
Signing Complete	Security Checked	6/15/2023 4:36:56 PM
Completed	Security Checked	6/15/2023 4:36:56 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

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 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 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 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

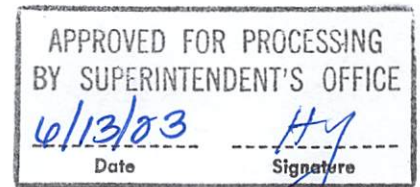
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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. B23LS407 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NEFF CONSTRUCTION, INC. FOR THE BOYS' LOCKER ROOM AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent #19

June 13, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On January 18, 2022 the Board of Education approved Neff Construction, Inc. as the Lease Leaseback (LLB) Contractor for the projects at Simi Valley High School.

Agreement No. R22-02902 is being utilized as the Master Construction Agreement for assigning projects to Neff Construction, Inc.

Neff Construction, Inc. will be the LLB contractor for the Boys' Locker Room project, at Simi Valley High School.

Fiscal Analysis

Fee Proposal for the following:

\$2,190,294.00 Base Price
\$ 93,742.00 Construction Contingency
\$2,284,036.00 Guaranteed Maximum Price (GMP) Not To Exceed
\$ 228,404.00 District Contingency
\$ 0.00 Alternate – Included in Base Price
\$ 1,142.00 Financing Cost
\$2,513,582.00 Total Contract Amount, Not to Exceed, funded with Measure X

Recommendation

It is recommended that the Board of Education approve Ratification of Agreement B23LS407 for the Boys' Locker Room project, at Simi Valley High School.

On motion # 171 by Trustee Bagdasarian, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement B23LS407 for the Boys' Locker Room project, at Simi Valley High School.

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

EXHIBIT "Z"
PROJECT AMENDMENT TO MASTER CONSTRUCTION AGREEMENT

For District Use

Master Construction Agreement No. R22-02902

Project Name: Simi Valley High School Boys Locker Room Renovation

Project Number: X030-0421

Project Description: Renovate the Interior finishes: such as showers, restrooms, painting, flooring, ceramic tiles, Hazardous abatement.

Site Description: Simi Valley High School

Scope of Work/Construction Documents: Renovate the interior finishes: such as showers, restrooms, painting, flooring, ceramic tiles , hazardous abatement.

DSA Application Number: 3-122888

DSA File Number: TBD

Company Name	Neff Construction, Inc. _____	
Representative	<u>Tom Wertanen - Senior Project Manager</u> Name and Title <u>tomw@neffcon.com</u> <u>909-947-3768</u> Email Address Phone	
Contract Signatories (only one is required)	(1) <u>Nick Mierau - President</u> Name and Title <u>nick@neffcon.com</u> <u>909-947-3768</u> Email Address Phone (2) _____ Name and Title _____ Email Address Phone	
Mailing Address	<u>1701 South Bon View Avenue</u> Address <u>Ontario, CA 91761</u> City, State, Zip Code	
California Contractor License	<u>790576</u> Number	<u>B</u> <u>06/30/2025</u> Classifications Expiration Date
Acknowledgement of Addenda	(by Addendum Number): <u>1</u> , _____, _____, _____, _____, _____, _____, _____, _____, _____	
	Subcontractor Fees (within GMP)	
Section 3.4	Date completion by	<u>January 2, 2024</u>
Section 3.5	Liquidated Damages for overstaying lease (Art. 18) is	<u>\$2,500 per calendar day</u>

Section 3.6.1	Construction Contingency (within GMP) is 5%	5%	\$93,742.
Section 3.6.2	Errors and Omissions Contingency (within GMP) is	ZERO	
Section 3.8	The Contractor's fee (percentage) for this Project (within GMP) is	5 %	\$93,742.
Section 3.6	TOTAL Guaranteed Maximum Price (GMP) (Art. 5) is		\$2,284,036.
Section 3.7	The only exception to the GMP is Unforeseen Underground Conditions, and District Contingency for Owner requested extras as follows:		
Section 3.7.1	District's Contingency (Art. 8) is <i>District Contingency is carried outside of the GMP.</i>		\$ 228,404.
Section 3.7.2	Unforeseen Allowance is <i>Unforeseen Allowance is carried outside of the GMP.</i>		ZERO
	Sublease Finance Charge for this Project (Master Sublease Exhibit C) is <i>Sublease Finance Charge is carried outside of the GMP.</i>		\$ 1,142.
	TOTAL PROJECT COST = Total GMP + District's Contingency + Unforeseen Allowance + Sublease Finance Charge		\$ 2,513,582
	Alternative Bid Item: If the GMP incorporates Alternate Bid.		N/A
Alternate Bid Item No	Alternative Bid Description	Proposed Price N/A	
Alternate Bid No 1	Contractor to provide the cost difference for concrete polish for specification section 03 35 43 to the room titled "F-16 Locker room" and not install the specified epoxy finishes FL-1, FL-5, and FL-6 from this area, as shown on A-105. All other finishes remain the same.	\$ Included within GMP	

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

Proposal Submitted By:  THOMAS P. Wertanen 5.30.23
 (Signature) (Printed Name) (Date)

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

CONTRACTOR:

Neff Construction

(Company Name)



(Signature)

Nicholas Mierau

(Printed Name)

CEO

(Title)

Date: 6/19/2023

DISTRICT:

SIMI VALLEY UNIFIED SCHOOL DISTRICT

(Signature)

Ron Todo

Associate Superintendent, Business & Facilities

Date: _____

EXHIBIT B**Simi Valley H.S.- Locker Room Modernization- Boys
GMP: Project 0583-06****26-May-23**

CATEGORY	CONTRACTOR	BID	Notes
00 - Demo & Abatement	T3 Contractors	\$204,850	
03- Concrete	Inland Building Construction	\$467,000	
03a- Concrete Polishing	2S2G	\$30,000	In lieu of epoxy
7 - Gypsum & Plaster	Caston	\$124,695	
12 - Ceramic Tile	Inland Pacific Tile Inc.	\$70,770	
13 - Acoustical	Southcoast Acoustical	\$19,450	
14 - Tile Restoration	Advanced Tile Restoration	\$112,868	
15 - Painting	Borbon	\$45,000	
16 - Specialties	Inland Building Construction	\$288,200	
17 - HVAC	ACH Mechanical Contractors, Inc.	\$25,000	
18 - Plumbing	Pro-Craft	\$154,000	
19 - Electrical	Champion Electric	\$289,000	
21 - Doors & Hardware	Montgomery Hardware Co.	\$44,000	

TOTAL TRADE COSTING:	\$1,874,833	
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GENERAL CONDITIONS @ \$58,978 / Mo.	\$176,934	Reduced to 3 Months*
LLB FEE: 5.0%	\$93,742	5.0%- Sum of Trades only
PRECONSTRUCTION SERVICES:	\$0	Included within Master CSA
Builders Risk Insurance	\$0	By District
Contractor's Construction Contingency	\$93,742	5.00%
Unforeseen Allowance	\$0	Per District carry 0%
Bonds & Insurance	\$44,786	Estimated at 2%

TOTAL GMP- Boys	\$2,284,036	
------------------------	--------------------	--

* GC's of Boys LR, reduced to 3 months due to 3 months of overlap with Quad and Classroom project.

Financing	\$1,142	1.00%
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District Contingency 10% of GMP	\$228,404	
--	------------------	--

TOTAL GMP w/ District Contingency	\$2,513,582	
--	--------------------	--

EXHIBIT C**SUBLEASE PAYMENT SCHEDULE**

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

I. Sublease Tenant Improvement Payments to be paid in accordance with the provisions of the Master Construction Services Agreement Not to Exceed: **\$115,343.82**

II. Sublease Finance Payment of **\$114,201.80** (excluding finance charge) to be paid in accordance with the following Sublease Finance Payment Schedule which shall begin the date of Substantial Completion as defined in the Master Construction Services Agreement:

Monthly Payment No.	(a) Beginning Balance	(b) Payment	© Interest at 1%	(d) Principal Paid	(e) Ending Balance [(a)-(d)]
1	\$114,201.80	\$19,223.97	\$190.34	\$19,033.63	\$95,168.17
2	\$95,168.17	\$19,223.97	\$190.34	\$19,033.63	\$76,134.53
3	\$76,134.53	\$19,223.97	\$190.34	\$19,033.63	\$57,100.90
4	\$57,100.90	\$19,223.97	\$190.34	\$19,033.63	\$38,067.27
5	\$38,067.27	\$19,223.97	\$190.34	\$19,033.63	\$19,033.63
6	\$19,033.63	\$19,223.97	\$190.34	\$19,033.63	\$0.00
TOTAL		\$115,343.82	1,142.02	\$114,201.80	

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

DISTRICT

“LESSOR”

SIMI VALLEY UNIFIED SCHOOL
DISTRICT

CONTRACTOR FIRM

BY: _____

Ron Todo
Assistant Superintendent Business and
Facilities

BY: _____
NAME
TITLE

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, Nicholas Mierau the CEO of
(Name) [SimiLAB3700] (Title)
Neff Construction, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

Neff Construction

(Contractor Name)

DocuSigned by:

By: Nicholas Mierau
(Signature)

(20402495A)96641A...

Nicholas Mierau

(Typed or printed name)

Project: **Lease-Leaseback B23LS407 SIMI VALLEY HIGH SCHOOL BOYS LOCKER ROOM**

SIMI VALLEY UNIFIED SCHOOL DISTRICT

DRUG-FREE WORKPLACE CERTIFICATION

I, Nicholas Mierau, am the CEO of
 (Print Name) [SimiGOV8350] (Title)

Neff Construction

(Contractor Name)

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

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

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

Executed at Ontario, CA this 6 day of June, 2023.
 (City and State)

DocuSigned by:

Nicholas Mierau

(Signature)

Nicholas Mierau

(Printed or Typed Name)

Project: **Lease-Leaseback B23LS407 SIMI VALLEY HIGH SCHOOL BOYS LOCKER ROOM**

TOBACCO-FREE ENVIRONMENT CERTIFICATION**PROJECT: Lease-Leaseback B23LS407 SIMI VALLEY HIGH SCHOOL BOYS LOCKER ROOM****This Tobacco-Free Environment Certification form is required from the successful Bidder.**The contract between **Simi Valley Unified School District** ("District") andNeff Construction ("Contractor" or "Bidder") includes the following provisions:
[SimiLAB6400]

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking, vaping, and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke/vape on any District site.

Date: 6/19/2023

Contractor: Neff Construction
Signature: Nicholas Mierau
Print Name: Nicholas Mierau
Title: CEO

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

[SimiLAB1725.5]

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

I Nicholas Mierau (Name and Title) certify that

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

Contractor's DIR Registration Number 1000000197

Expiration date 06/30/25

Contractor further acknowledges:

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

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

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

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

DocuSigned by:

Nicholas Mierau

Signature ID: BA96641A...


6/19/2023

Project: **Lease-Leaseback B23LS407 SIMI VALLEY HIGH SCHOOL BOYS LOCKER ROOM**

Project ROOM	Lease-Leaseback B23LS407 SIMI VALLEY HIGH SCHOOL BOYS LOCKER
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Date: 6/19/2023

Company Name: Neff Construction

Contractor Signature:  Signed by: Nicholas Mierau

Printed Name: Nicholas Mierau

Title: CEO

Rules of Conduct

Project: Lease-Leaseback B23LS407 SIMI VALLEY HIGH SCHOOL BOYS LOCKER ROOM

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

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

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

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

DocuSigned by:

Nicholas Mierau

Authorized Signature
27F6D43BA96641A...

Nicholas Mierau

Print Name

Neff Construction

Company

[SimiROC]

CEO

Title

6/19/2023

Date

SIMI VALLEY UNIFIED SCHOOL DISTRICT

FINGERPRINT CERTIFICATE – PUBLIC WORKS

I, Nicholas Mierau, am the CEO of Neff Construction. I declare, state, and certify all of the following:

(Print Name) [SimiEDU45125-1] (Title)

(Entity)

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

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

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

Entity's DOJ issued
ORI Number



AE071



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

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

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

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

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

Executed at Ontario, CA

DocuSigned by:

(City and State)

[SimiEDU45125-1b]

this 6/19/2023 day of _____, 20____.

Nicholas Mierau
(Signature)
2F045B/A96641A...

Nicholas Mierau

(Handwritten or Typed Name)

Project: **Lease-Leaseback B23LS407 SIMI VALLEY HIGH SCHOOL BOYS LOCKER ROOM**

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT

FINGERPRINT CERTIFICATE

ATTACHMENT B-1

[SimiEDU45125-2]

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

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

william Thompson

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Project: **Lease-Leaseback B23LS407 SIMI VALLEY HIGH SCHOOL BOYS LOCKER ROOM**

SIMI VALLEY UNIFIED SCHOOL DISTRICT**LABOR AND MATERIALS PAYMENT BOND**

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **Lease-Leaseback B23LS407 SIMI VALLEY HIGH SCHOOL BOYS LOCKER ROOM**.

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

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

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

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

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

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

[CONTINUED NEXT PAGE]

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

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

(Contractor Name)	
By:	_____
	(Signature)

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

(Surety Name)	
By:	_____
	(Signature of Attorney-In-Fact for Surety)

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

Contact name, address, telephone number and email address for notices to the Surety	

(Contact Name)	

(Street Address)	

(City, State & Zip Code)	
(_____) _____ (_____) _____	
Telephone	Fax

(Email address)	

SIMI VALLEY UNIFIED SCHOOL DISTRICT

PERFORMANCE BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Oblige, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **Lease-Leaseback B23LS407 SIMI VALLEY HIGH SCHOOL BOYS LOCKER ROOM**.

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

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

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

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

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

[CONTINUED NEXT PAGE]

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

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

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

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

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT

IRAN CONTRACTING ACT
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (Printed) Neff Construction		Federal ID Number (or n/a) 33-0884058
By (Authorized Signature) <i>Nicholas Mierau</i>		
Printed Name and Title of Person Signing Nicholas Mierau CEO		
Date Executed 6/19/2023	Executed in	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Printed Name and Title of Person Signing	Date Executed

Project: Lease-Leaseback B23LS407 SIMI VALLEY HIGH SCHOOL BOYS LOCKER ROOM

SIMI VALLEY HIGH SCHOOL BOYS LOCKER ROOM, Lease-Leaseback B23LS407

SIMI VALLEY UNIFIED SCHOOL DISTRICT

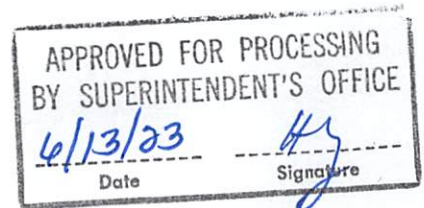
Project No. **Lease-Leaseback B23LS407**Project Name: **SIMI VALLEY HIGH SCHOOL BOYS LOCKER ROOM****Please check classifications as they should be included on PWC-100.****Include YOURSELF as well as all SUBCONTRACTORS.**

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

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

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

SIMI VALLEY HIGH SCHOOL BOYS LOCKER ROOM, Lease-Leaseback B23LS407



TITLE: APPROVAL OF AGREEMENT NO. B23LS408 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NEFF CONSTRUCTION, INC. FOR THE GIRLS' LOCKER ROOM AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent #20

June 13, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On January 18, 2022 the Board of Education approved Neff Construction, Inc. as the Lease Leaseback (LLB) Contractor for the projects at Simi Valley High School.

Agreement No. R22-02902 is being utilized as the Master Construction Agreement for assigning projects to Neff Construction, Inc.

Neff Construction, Inc. will be the LLB contractor for the Girls' Locker Room project, at Simi Valley High School.

Fiscal Analysis

Fee Proposal for the following:

\$1,668,412.00 Base Price
\$ 60,983.00 Construction Contingency
\$1,729,395.00 Guaranteed Maximum Price (GMP) Not To Exceed
\$ 172,939.00 District Contingency
\$ 0.00 Alternate – Included in Base Price
\$ 865.00 Financing Cost
\$1,903,199.00 Total Contract Amount, Not to Exceed, funded with Measure X

Recommendation

It is recommended that the Board of Education approve Ratification of Agreement B23LS408 for the Girls' Locker Room project, at Simi Valley High School.

On motion # 171 by Trustee Bagdasaryan seconded by Trustee Smollen
and carried by a vote of 5 to 0, the Board of Education, by a roll-call vote, approved Agreement B23LS408 for the Girls' Locker Room project, at Simi Valley High School.

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

EXHIBIT "Z"
PROJECT AMENDMENT TO MASTER CONSTRUCTION AGREEMENT

For District Use

Master Construction Agreement No. R22-02902

Project Name: Simi Valley High School Girls Locker Room Renovation

Project Number: X030-05-21

Project Description: Renovate the Interior finishes: such as showers, restrooms, painting, flooring, ceramic tiles, Hazardous abatement.

Site Description: Simi Valley High School

Scope of Work/Construction Documents: Renovate the interior finishes: such as showers, restrooms, painting, flooring, ceramic tiles , hazardous abatement.

DSA Application Number: 3-122889

DSA File Number: TBD

Company Name	Neff Construction, Inc. _____	
Representative	<u>Tom Wertanen - Senior Project Manager</u> Name and Title <u>tomw@neffcon.com</u> <u>909-947-3768</u> Email Address Phone	
Contract Signatories (only one is required)	(1) <u>Nick Mierau - President</u> Name and Title <u>nick@neffcon.com</u> <u>909-947-3768</u> Email Address Phone (2) _____ Name and Title _____ Email Address Phone	
Mailing Address	<u>1701 South Bon View Avenue</u> Address <u>Ontario, CA 91761</u> City, State, Zip Code	
California Contractor License	<u>790576</u> Number	<u>B</u> Classifications <u>06/30/2025</u> Expiration Date
Acknowledgement of Addenda	(by Addendum Number): <u>1</u> , _____, _____, _____, _____, _____, _____, _____	
	Subcontractor Fees (within GMP)	
Section 3.4	Date completion by	<u>June 28, 2024</u>
Section 3.5	Liquidated Damages for overstaying lease (Art. 18) is	<u>\$2,500 per calendar day</u>

Section 3.6.1	Construction Contingency (within GMP) is 5%	5%	\$60,983.
Section 3.6.2	Errors and Omissions Contingency (within GMP) is	ZERO	
Section 3.8	The Contractor's fee (percentage) for this Project (within GMP) is	5 %	\$60,983.
Section 3.6	TOTAL Guaranteed Maximum Price (GMP) (Art. 5) is		\$1,729,395.
Section 3.7	The only exception to the GMP is Unforeseen Underground Conditions, and District Contingency for Owner requested extras as follows:		
Section 3.7.1	District's Contingency (Art. 8) is <i>District Contingency is carried outside of the GMP.</i>		\$172,939.
Section 3.7.2	Unforeseen Allowance is <i>Unforeseen Allowance is carried outside of the GMP.</i>		ZERO
	Sublease Finance Charge for this Project (Master Sublease Exhibit C) is <i>Sublease Finance Charge is carried outside of the GMP.</i>		\$865.
	TOTAL PROJECT COST = Total GMP + District's Contingency + Unforeseen Allowance + Sublease Finance Charge		\$1,903,199.
	Alternative Bid Item: If the GMP incorporates Alternate Bid.		N/A
Alternate Bid Item No	Alternative Bid Description	Proposed Price N/A	
Alternate Bid No 1	Contractor to provide the cost difference for concrete polish for specification section 03 35 43 to the room titled "F-16 Locker room" and not install the specified epoxy finishes FL-1, FL-5, and FL-6 from this area, as shown on A-105. All other finishes remain the same.	\$ Included within GMP	

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

Proposal Submitted By:

(Signature)

(Printed Name)

(Date)

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

CONTRACTOR:

Neff Construction

(Company Name)

Nicholas Mierau

(Signature)

Nicholas Mierau

(Printed Name)

CEO

(Title)

Date: 6/19/2023

DISTRICT:

SIMI VALLEY UNIFIED SCHOOL DISTRICT

(Signature)

Ron Todo

Associate Superintendent, Business & Facilities

Date:

EXHIBIT B**Simi Valley H.S.- Locker Room Modernization- Girls**
GMP: Project 0583-06

26-May-23

CATEGORY	CONTRACTOR	BID	Notes
00 - Demo & Abatement	T3 Contractors	\$97,900	
03- Concrete	Inland Building Construction	\$86,300	
03a- Concrete Polishing	2S2G	\$32,082	In lieu of epoxy
7 - Gypsum & Plaster	Caston	\$103,890	
12 - Ceramic Tile	Inland Pacific Tile Inc.	\$73,230	
13 - Acoustical	Southcoast Acoustical	\$23,300	
14 - Tile Restoration	Advanced Tile Restoration	\$129,149	
15 - Painting	Borbon	\$44,000	
16 - Specialties	Inland Building Construction	\$200,800	
17 - HVAC	ACH Mechanical Contractors, Inc.	\$25,000	
18 - Plumbing	Pro-Craft	\$151,000	
19 - Electrical	Champion Electric	\$221,000	
21 - Doors & Hardware	Montgomery Hardware Co.	\$32,000	

TOTAL TRADE COSTING:	\$1,219,651	
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GENERAL CONDITIONS @ \$58,978 / mo.	\$353,868	6 Months
LLB FEE: 5.0%	\$60,983	5.0%- Sum of Trades only
PRECONSTRUCTION SERVICES:	\$0	Included within Master CSA
Builders Risk Insurance	\$0	By District
Contractor's Construction Contingency	\$60,983	5.00%
Unforeseen Allowance	\$0	Per District carry 0%
Bonds & Insurance	\$33,910	Estimated at 2%

TOTAL GMP- Boys	\$1,729,395	
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Financing	\$865	1.00%
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District Contingency 10% of GMP	\$172,939	
--	------------------	--

TOTAL GMP w/ District Contingency	\$1,903,199	
--	--------------------	--

EXHIBIT C**SUBLEASE PAYMENT SCHEDULE**

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

I. Sublease Tenant Improvement Payments to be paid in accordance with the provisions of the Master Construction Services Agreement Not to Exceed: **\$87,334.45**

II. Sublease Finance Payment of **\$86,469.75** (excluding finance charge) to be paid in accordance with the following Sublease Finance Payment Schedule which shall begin the date of Substantial Completion as defined in the Master Construction Services Agreement:

Monthly Payment No.	(a) Beginning Balance	(b) Payment	© Interest at 1%	(d) Principal Paid	(e) Ending Balance [(a)-(d)]
1	\$86,469.75	\$14,555.74	\$144.12	\$14,411.63	\$72,058.13
2	\$72,058.13	\$14,555.74	\$144.12	\$14,411.63	\$57,646.50
3	\$57,646.50	\$14,555.74	\$144.12	\$14,411.63	\$43,234.88
4	\$43,234.88	\$14,555.74	\$144.12	\$14,411.63	\$28,823.25
5	\$28,823.25	\$14,555.74	\$144.12	\$14,411.63	\$14,411.63
6	\$14,411.63	\$14,555.74	\$144.12	\$14,411.63	\$0.00
TOTAL		\$87,334.45	864.70	\$86,469.75	

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

DISTRICT

“LESSOR”

SIMI VALLEY UNIFIED SCHOOL
DISTRICT

CONTRACTOR FIRM

BY: _____

Ron Todo
Assistant Superintendent Business and
Facilities

BY: _____

NAME
TITLE

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, Nicholas Mierau the CEO of
(Name) [SimiLAB3700] (Title)
Neff Construction, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

Neff Construction

(Contractor Name)

DocuSigned by:

By: Nicholas Mierau
(Signature)

(20402495A)96641A...

Nicholas Mierau

(Typed or printed name)

Project: **Lease-Leaseback B23LS408 SIMI VALLEY HIGH SCHOOL GIRLS LOCKER ROOM**

SIMI VALLEY UNIFIED SCHOOL DISTRICT

DRUG-FREE WORKPLACE CERTIFICATION

I, Nicholas Mierau, am the CEO of
 (Print Name) [SimiGOV8350] (Title)
Neff Construction
 (Contractor Name)

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

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

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

Executed at Ontario, CA this 6 day of June, 2023.
 (City and State)

DocuSigned by:

Nicholas Mierau

(Signature)

Nicholas Mierau

(Printed or Typed Name)

Project: **Lease-Leaseback B23LS408 SIMI VALLEY HIGH SCHOOL GIRLS LOCKER ROOM**

SIMI VALLEY UNIFIED SCHOOL DISTRICT**TOBACCO-FREE ENVIRONMENT CERTIFICATION****PROJECT: Lease-Leaseback B23LS408 SIMI VALLEY HIGH SCHOOL GIRLS LOCKER ROOM****This Tobacco-Free Environment Certification form is required from the successful Bidder.**The contract between **Simi Valley Unified School District** ("District") andNeff Construction ("Contractor" or "Bidder") includes the following provisions:
[SimiLAB6400]

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking, vaping, and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke/vape on any District site.

Date: 6/19/2023

Contractor: Neff Construction
Signature: Nicholas Mierau
Print Name: Nicholas Mierau
Title: CEO

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

[SimiLAB1725.5]

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

I Nicholas Mierau (Name and Title) certify that

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

Contractor's DIR Registration Number 1000000197

Expiration date 06/30/2025

Contractor further acknowledges:

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

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

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

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

DocuSigned by:


Nicholas Mierau

Signature ID: 5BA96641A...

6/19/2023

Project: **Lease-Leaseback B23LS408 SIMI VALLEY HIGH SCHOOL GIRLS LOCKER ROOM**

Project ROOM	Lease-Leaseback B23LS408 SIMI VALLEY HIGH SCHOOL GIRLS LOCKER
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Date:	6/19/2023
Company Name:	Neff Construction
Contractor Signature:	
Printed Name:	Nicholas Mierau
Title:	CEO

Rules of Conduct

Project: Lease-Leaseback B23LS408 SIMI VALLEY HIGH SCHOOL GIRLS LOCKER ROOM

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

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

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

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

DocuSigned by:

Nicholas Mierau

Authorized Signature

[SimiROC]

Nicholas Mierau

Print Name

Neff Construction

Company

CEO

Title

6/19/2023

Date

SIMI VALLEY UNIFIED SCHOOL DISTRICT

FINGERPRINT CERTIFICATE – PUBLIC WORKS

I, Nicholas Mierau, am the CEO of
 (Print Name) [SimiEDU45125-1] (Title)

Neff Construction. I declare, state, and certify all of the following:
 (Entity)

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

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

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

Entity's DOJ issued
ORI Number



AE071



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

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

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

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

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

Executed at Ontario, CA

DocuSigned by:

(City and State)

[SimiEDU45125-1b]

this 6/19/2023 day of _____, 20____.

Nicholas Mierau
 (Signature)
 2760435A96641A...

Nicholas Mierau

(Handwritten or Typed Name)

Project: **Lease-Leaseback B23LS408 SIMI VALLEY HIGH SCHOOL GIRLS LOCKER ROOM**

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT

FINGERPRINT CERTIFICATE

ATTACHMENT B-1

[SimiEDU45125-2]

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

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

william Thompson

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Full Name of Fingerprinted Supervisor

Project: **Lease-Leaseback B23LS408 SIMI VALLEY HIGH SCHOOL GIRLS LOCKER ROOM**

SIMI VALLEY UNIFIED SCHOOL DISTRICT**LABOR AND MATERIALS PAYMENT BOND**

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Oblige, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **Lease-Leaseback B23LS408 SIMI VALLEY HIGH SCHOOL GIRLS LOCKER ROOM**.

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

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

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

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

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

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

[CONTINUED NEXT PAGE]

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

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

(Contractor Name)	
By:	_____
	(Signature)

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

(Surety Name)	
By:	_____
	(Signature of Attorney-In-Fact for Surety)

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

Contact name, address, telephone number and email address for notices to the Surety	

(Contact Name)	

(Street Address)	

(City, State & Zip Code)	
(_____) _____	(_____) _____
Telephone	Fax

(Email address)	

SIMI VALLEY UNIFIED SCHOOL DISTRICT

PERFORMANCE BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Oblige, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **Lease-Leaseback B23LS408 SIMI VALLEY HIGH SCHOOL GIRLS LOCKER ROOM**.

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

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

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

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

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

[CONTINUED NEXT PAGE]

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

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

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

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

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT

IRAN CONTRACTING ACT
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (Printed) Neff Construction		Federal ID Number (or n/a) 33-0884058
By (Authorized Signature) <i>Nicholas Mierau</i>		
Printed Name and Title of Person Signing Nicholas Mierau CEO		
Date Executed 6/19/2023	Executed in	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Printed Name and Title of Person Signing	Date Executed

Project: **Lease-Leaseback B23LS408 SIMI VALLEY HIGH SCHOOL GIRLS LOCKER ROOM**

SIMI VALLEY HIGH SCHOOL GIRLS LOCKER ROOM, Lease-Leaseback B23LS408

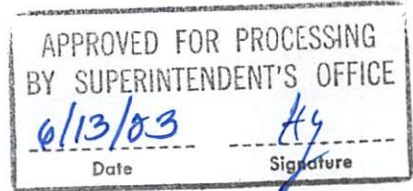
SIMI VALLEY UNIFIED SCHOOL DISTRICTProject No. **Lease-Leaseback B23LS408**Project Name: **SIMI VALLEY HIGH SCHOOL GIRLS LOCKER ROOM****Please check classifications as they should be included on PWC-100.****Include YOURSELF as well as all SUBCONTRACTORS.**

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

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

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

SIMI VALLEY HIGH SCHOOL GIRLS LOCKER ROOM, Lease-Leaseback B23LS408



TITLE: APPROVAL OF AGREEMENT NO. R23-05033 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND STEPHEN PAYTE, DSA INSPECTIONS, INC. FOR INSPECTION SERVICES FOR THE KITCHEN MODERIZATION PROJECT, AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent #23

June 13, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Inspection services are required by DSA for the Simi Valley HS Kitchen Modernization project. The Bond Management Office interviewed inspectors from four firms on the list of selected firms approved by the Board of Education on December 12, 2017. The firm of Stephen Payte, DSA Inspections, Inc., is on the list and has proposed an inspector who has the qualifications and experience required for this project.

Stephen Payte, DSA Inspection, Inc. will perform preconstruction services and inspection services for this project.

Fiscal Analysis

Preconstruction Services estimated start date June 2023; completion estimated September 2023.
Construction estimated start date October 2023; completion estimated August 2024.
10 months construction – Full Time

\$190,400.00 Estimated Fee

Actual cost will be based on actual inspection services performed. Said Agreement is attached as Exhibit "A". This is funded by Measure X.

This contract will supersede the Knowland Construction Services, Inc. Contract R23-02908 for the Kitchen Modernization project portion, only.

Recommendation

It is recommended that the Board of Education approve Agreement No. R23-05033 Stephen Payte, DSA Inspections, Inc. for inspection services for the Kitchen Modernization project, at Simi Valley High School

On motion # 171 by Trustee Bagdasaryan, seconded by Trustee Smollen and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement No. R23-05033 Stephen Payte, DSA Inspections, Inc. for inspection services for the Kitchen Modernization project, at Simi Valley High School

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

PROJECT ASSIGNMENT AMENDMENT

AGREEMENT A18.447

Inspection Services for the Kitchen Modernization project at Simi Valley High School, Requisition R23-05033

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 **January 17, 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 Preconstruction Services and a Project Inspector for the Kitchen Modernization project at Simi Valley 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:
_____.
3. Project Inspector. As noted on the attached Proposal for Inspection Services from Inspector Firm dated May 25, 2023 and identified on attached Attachment 2, for Fee Only, The Inspector Firm designates Duncan McKay as the Project Inspector for completion of Project Inspector Services for this Assigned Project. The hourly billing rate of \$85.00 per hour for the on-site inspection work by the Project Inspector(s) designated for the Assigned Project is not subject to adjustment. Attachment 1.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is an **estimated total amount of One Hundred Ninety Thousand Four-Hundred Dollars (\$190,400.00)** ("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 October 1, 2024 for the Contractor to complete Project construction ("Construction Time"), with an estimated start date of June 17, 2023, for Preconstruction Services. 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

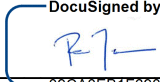
Inspector Services after expiration of the Remaining Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted 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.

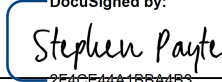
6. Agreement Terms. All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

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

“Project Inspector”
Stephen Payte DSA Inspections, Inc.

By: 
09CA0CB1F690455...
Ron Todo
Title: Associate Superintendent, Business
& Facilities

By: 
2F4CE44A1BB4183...
Stephen K. Payte
Title: Vice President

DS


**ATTACHMENT 1 TO
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT R23-05033 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. Through December 2023	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
Duncan Richard McKay, DSA Inspector, will be the inspector provided under this Project Assignment. Starting January 2024	6129	<u>Straight Time</u> Mondays-Fridays (up to 8 hours per work day)	\$90.00
		<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	

Attachment 2 - Fee Only

Proposal for Inspection Services

May 25, 2023

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

Re: DSA Project Inspection Services for SVHS Kitchen Remodel 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. Estimated inspection services are as described below:

Four (4) months of part-time inspection/pre-construction services covering the period of June 2023 through September 2023.

Eleven (11) months of full-time inspection services covering the period of October 2023 through August 2024.

Total cost for services not to exceed **\$190,400.00**

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.

**Proposal includes January 1, 2024 Class 1 rate increase to \$90.00*

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



STEPHEN PAYTE
DSA INSPECTIONS, INC.

FEE SCHEDULE
2024

CATEGORY	FEE	PER UNIT
DSA (IOR) Inspection - Class 1	\$90.00	Per Hour
DSA (IOR) Inspection - Class 2	\$88.00	Per Hour
DSA (IOR) Inspection - Class 3	\$86.00	Per Hour

- * Rates are all inclusive - No mirage or other charges
- * All weekday work over 8 hours per day and Saturday work will be charged at time and one-half
- * Sundays and Holidays will be charged at double time

Certificate Of Completion

Envelope Id: B2419A7CA801458AB8B0FAAA44B9EF5D

Status: Completed

Subject: Complete with DocuSign: SVHS Kitchen - PAA R23-05033 Stephen Payte.pdf

Source Envelope:

Document Pages: 5

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 & Canada)

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

6/1/2023 12:00:25 PM

bondcontracts@simivalleyusd.org

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Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

Signer Events

Stephen Payte

stephen@dsinspections.com

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

DocuSigned by:


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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Accepted: 6/1/2023 12:03:56 PM

ID: 598c87f7-92ae-4d70-96e3-ca5c1c95ae1f

Maria Nieto

maria.nieto@simivalleyusd.org

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

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Electronic Record and Signature Disclosure:

Accepted: 6/15/2023 8:39:10 AM


ID: 08ca4ca3-7f7c-4a9d-a306-fb13f2365eb9

Ron Todo

ron.todo@simivalleyusd.org

Associate Superintendent

Simi Valley Unified

Security Level: Email, Account Authentication
(None)
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Accepted: 6/15/2023 4:37:16 PM

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

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/1/2023 12:03:13 PM
Certified Delivered	Security Checked	6/15/2023 4:37:16 PM
Signing Complete	Security Checked	6/15/2023 4:37:20 PM
Completed	Security Checked	6/15/2023 4:37:20 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.

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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

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 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 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 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: CITIZENS' BOND OVERSIGHT COMMITTEE (CBOC) ANNUAL REPORT
FOR FISCAL YEAR 2022**

Business & Facilities
Information #2

June 13, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

In accordance with the accountability requirements of Proposition 39, the Board of Education established a Citizens' Bond Oversight Committee (CBOC) to oversee the expenditures and decisions affecting Measure X Bond Funds. Their role is basically an audit function with the responsibility to report to the public on the District's expenditures and consistency with Measure X.

Bylaws were approved by the Board of Education on February 21, 2017 to govern the activities of the Committee. Section 3.3 of the Bylaws states that the Committee shall present to the Board an annual written report which shall include the following: (a) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1 (b) (3) of the California Constitution; and (b) A summary of the Committee's proceedings and activities for the preceding year.

At their regular meeting held on May 24, 2023, the CBOC approved the content of their Annual Report for Fiscal Year 2022. A copy of this report is attached hereto as Exhibit "A".

Recommendation

This report is for information only.

EXHIBIT “A”



Measure X – CBOC

CITIZENS' BOND OVERSIGHT COMMITTEE

Fiscal Year 2021 – 22

Measure X Annual Report



Simi Valley Measure X Citizens'
Bond Oversight Committee

July 1, 2021 – June 30, 2022

Business & Facilities, Information #2

Dear Members, Board of Education Members, and Interested Members of the Public,

The Simi Valley Measure X Citizens’ Bond Oversight Committee (CBOC or the Committee) is pleased to present its annual report for the Simi Valley Unified School District (SVUSD or the District) Fiscal Year 2021-22. Our independent CBOC was established, as required by law, to actively monitor all Measure X projects and expenditures; provide proper oversight, control, and accountability to ensure that Measure X bond funds are used as they were intended; and to inform the public concerning the District’s expenditure of bond proceeds.

Measure X is a \$239 million bond measure approved by voters on November 8, 2016, authorizing funding for the design and construction of new buildings, modernization of existing school facilities, and modern technology within SVUSD.

As members of the CBOC, our primary responsibility is to ensure bond proceeds are used appropriately and only spent for the construction, reconstruction, rehabilitation, or replacement of school facilities as listed in Measure X. Our duties also include informing the public if the bond proceeds are used effectively to enhance the quality of education for the students of the Simi Valley Unified School District.

We are happy to report that the District has made significant progress in accomplishing improvements to the schools with the bond funds, despite the recent challenges presented by the pandemic, supply chain issues, and inflation. The original plans for the projects have been impacted by the rising costs of construction materials and labor, resulting in a reduction in the number of projects originally anticipated. Nonetheless, the District has managed to move forward with many important projects.

During the 2021-22 fiscal year, the District was able to complete several important projects using Measure X funds, including:

- *Security Fencing /Curb Appeal*
- *The Royal HS boys’ locker rooms*
- *Apollo HS received flooring abatement and new flooring in 2 rooms*
- *Santa Susana HS Irrigation project in preparation for the future Black Box Theatre Building*
- *Valley View Stairs*
- *Vista Classroom Remodel*
- *Continuous technology upgrades, including Microsoft Surface Pros, etc...*

The Committee’s oversight has led us to the conclusion that the Measure X projects have made a significant positive impact on the quality of education and the learning environment for the students of the Simi Valley Unified School District.

The District has received funds from the Bond Series A, B, and C, for a total of \$189.8M general obligation bonds, which are being utilized for implementation of Measure X projects. Series A was \$70 million in June 2017, Series B was \$60 million in May 2019, and Series C was \$59.8 million in October 2020. The committee is aware that the District is planning to bring a fourth and final series to market under the Measure X authorization. This future Series D is anticipated to be for the amount of \$49.2M at a date that is yet to be determined.

While the progress made with the Measure X funds has been significant, our committee’s oversight has made it apparent that additional funding will be necessary to continue to maintain and make improvements to our schools in the future. We recognize that inflation, largely related to the pandemic,

has made it more challenging to complete projects at the expected cost, and we will continue to work closely with the District to ensure that all future bond funds are used efficiently and effectively.

We would like to extend our gratitude to the Board of Education for their ongoing support and dedication to the education of the students in the Simi Valley Unified School District. We also appreciate the support of the taxpayers who have made these important improvements possible.

This report will be posted to the CBOC’s page on the District’s website following its presentation to the board.

Sincerely,

A handwritten signature in blue ink, appearing to read "Josh Mengers", with a long horizontal flourish extending to the right.

Josh Mengers
Chair, Measure X CBOC

PURPOSE

As prescribed by the CBOC bylaws, our committee provides a written annual report that includes the following:

1. A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and
2. A summary of the Committee’s proceedings and activities for the preceding year.

DISTRICT COMPLIANCE

Through our ongoing oversight and review, the CBOC believes that the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution, which provides that bond revenues are expended only for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities; and that no funds were used for any other purpose including teacher and administrator salaries and other school operating expenses.

CBOC ACTIVITIES

Site Visits – The following section provides a brief summary of some of our oversight activities including site visits and site walks.

Valley View Stair Phase II project – February 3, 2022

On February 3, 2022, District Measure X staff hosted CBOC member, Josh Mengers, on a site visit to see progress on the Phase II of the Measure X stair improvement project at Valley View Middle School. The project, to replace an old staircase with new stairs and ramp, was nearing completion. The project also added a new footwall at the base of the stairs to retain some of the slope of the hill and provide a place for students to sit. The site preparation was complete, the stairs formed, handrails installed, surrounding area graded, and three sapling trees planted on to the north of the new stairs. It appeared that the project plan incorporated saving a more-mature tree on the south side of the stairs. The landscaping on the surrounding the stairs still needed grass, which was scheduled to occur in the coming days.



Figure 1: Valley View stair project nearing completion

At the bottom (West) of the stairs there are basketball courts, and the SVUSD Measure X project team described that there had been some previous issues with water pooling. This area had been regraded and would have new grass grown. The discussions with the SVUSD Measure X project team said that the



Figure 2: The Valley View stair project in need of a few final landscaping touches.

contractor also has 60 days of maintenance in their contract, which is a good cost-saving measure to maximize bond proceeds.

This site visit supported the use of Measure X Bond to fund this project. The nearly completed stair project appears to be a great addition to the Valley View Middle School campus and should improve the safe access from the higher elevation campus classroom area to the lower basketball and athletic field areas.

Royal MPR Construction Site Walk – February 16, 2022 CBOC Meeting

The afternoon of February 16, 2022, the District hosted the CBOC on a tour to see the progress in the MPR renovation project at Royal High School.

Some of the items that were noted in the tour were:

- Higher-end pull out seating that can telescope back to make room for the space to be used for other functions, such as eating lunch.
- Ample storage space built-in under the stage
- Specialized acoustics with wooden finishes being installed around the MPR
- Planning for an outdoor stage that was not in budget for current project, but could be added into a future project.
- An elevator lift to second story control room for accessibility
- At the back (south) end of the MPR, indoor office space being constructed with outdoor store front
- Locations in the outdoor court yard for the display of donor bricks
- Stained glass window featuring performing arts icons



Figure 3: CBOC members touring the Royal HS MPR Measure X project construction



Figure 4: Left - the CBOC members enter the construction area at Royal High School MPR; Right - the North end of the Royal MPR with the optional future expansion for an outdoor stage

This project is an appropriate use of Measure X funding as the project ties to the bond language for the Multipurpose Room renovation project at Royal High School:

- *“Modernize, renovate, repair, expand and/or upgrade the interior and/or exterior of existing classrooms and school facilities.”*
- *“Construct, upgrade and modernize athletic fields and facilities.”*
- *“Upgrade, expand, construct/provide, repair and/or equip student support facilities including science labs, multipurpose rooms, cafeterias, auditoriums, libraries, locker rooms, and other school facilities.”*
- *“Federal and State-mandated Americans with Disabilities Act (ADA) accessibility upgrades and as mandated by the Division of the State Architect (DSA) including site access, parking, restrooms, relocation of some existing electrical devices, drinking fountains, playground equipment, etc.”*

Projects Completed – During the 2021-22 fiscal year, the District completed several important projects using Measure X funds, including:

- ***The Royal High School boys’ locker rooms***
Completed August 2022
Architect: Amador Whittle
Contractor: Monet Construction

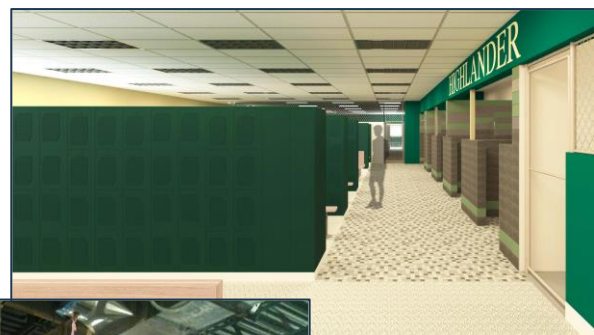
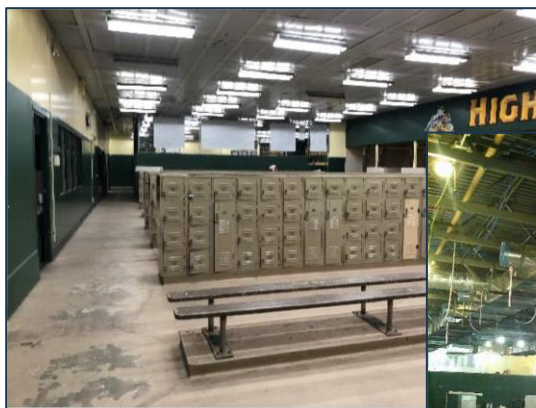


Figure 5: Royal HS Boys’ Locker Room Renovation. The previous locker room before (Left), during the renovation (Center), and the architect’s rendering of the finished locker room

- **Valley View Middle School Stair Replacement (Phase II)**

Previous existing stair was replaced with a new stair and ramp

Completed May 2022

Contractor: Ardalan Construction Company



Figure 6: The previous Valley View staircase (Left), and during removal and construction of the new stair (Center & Right)

- **Vista Elementary School Classroom Remodel**

22 Classrooms remodeled: flooring, paint, ceiling tiles, tack boards & marker boards

Completed September 2022

Contractor: Omega Construction



Figure 7: The Vista classroom renovation project. A classroom before the renovation (Left) and after the renovation (Right).

During this period Measure X funds were used to complete two additional projects: Apollo High School received flooring abatement and new flooring in two rooms, and Santa Susana High School completed an irrigation project in preparation of the Black Box Theatre.

Meetings – The committee held quarterly meetings this year occurring on August 18, 2021, November 17, 2021, February 16, 2022, and May 18, 2022. Each meeting is open to the public to provide input regarding the overall bond program, budget, financing matters and construction schedules.

Website (<https://simi-ca.schoolloop.com/MXCBOC>) – The District continues to assist in maintaining and updating a CBOC page on their website. This page provides the public with general information relating to the CBOC including meeting minutes, annual report, and audit reports. The district also maintains additional Measure X information on their website that provides updated Measure X expenditures, planning and construction schedules, budget reports, press releases, legislative requirements and other items of interest.

Facebook (<https://www.facebook.com/simivalleycitizensbondoversightcommitteemeasurex>) - The CBOC created a Facebook Page for the purpose of providing general information to the community at large relating to the CBOC, Measure X expenditures, planning and construction schedules, budget reports, press releases, legislative requirements and other items of interest.

Financial and Performance Audits – The sixth annual financial and performance audit of the Measure X program was finalized on March 15, 2023 by Eide Bailly LLP, an independent certified public accountant firm with an office in Rancho Cucamonga. These audits covered the fiscal year of July 1, 2021 thru June 30, 2022. The CBOC has reviewed both the financial and performance audits for Fiscal Year 2021-22, which did not identify any findings and concluded the District has properly accounted for the expenditures held in the Building Fund (Measure X) and that such expenditures were made for authorized Bond projects.

Annual Report – This document fulfills the CBOC’s requirement for an annual written report to the Board of Education. This is the sixth Annual Report for the Measure X Bond issued by the CBOC.

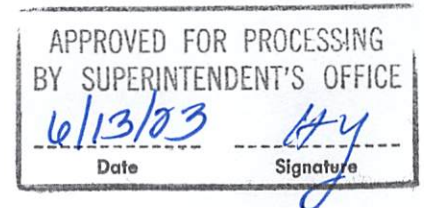
CBOC Membership

At the beginning of fiscal year 2021-22, the CBOC was made of the following eight members: Jennifer Jones, Richard Grossman, Frank Sinsheimer, Shawn Herrera, Bethany Lowry, Kimberly Knight, Barry Fisher, and Steven Randall. During the year, all of these members’ terms expired, with the exception of Mr. Randall and the following ten individuals began new terms as members of the CBOC committee: Jayesh Patel, John Strickler, Josh Mengers, Josh Platten, Omar Noorzai, Rasesh Mehta, Rebecca Hopkins, Anabel Moctezuma-Palafix, Katharine Smith, and Larry Borovay.

The final makeup of the CBOC committee on June 30, 2022 with details about term expiration dates, position held and representation from each of the categories required by California Education Code 15282 is shown in Table 1: California Education Code 15282 states that the Committee shall consist of at least seven members, who shall serve for a minimum term of two years and for no more than three consecutive terms. The committee shall have a member from each of the required categories shown in this table. Note that throughout the year, the CBOC’s membership always included at least seven members with at least one member from each of the required categories.

<u>CBOC Member</u>	<u>Current Position</u>	<u>Current Term End Date</u>	<u>Term #</u>	Required Categories				
				Local Business Org.	Senior Citizens Org.	Bona-Fide Taxpayers Org.	Parent / Guardian of Child Enrolled in District	Parent/Guardian & Active in PTA or School Site Council
Steven Randall	Vice Chair	6/30/2023	3			X		
Jayesh Patel	Co-Publicity Chair	9/30/2023	1				X	
John Strickler		9/30/2023	1		X			
Josh Mengers	Chair	9/30/2023	1				X	X
Josh Platten		9/30/2024	2				X	
Larry Borovay		9/30/2024	1	X				
Omar Noorzai		9/30/2024	2				X	X
Rasesh Mehta		9/30/2023	1				X	X
Rebecca Hopkins	Secretary / Co Publicity	9/30/2024	2			X	X	

Table 1: California Education Code 15282 states that the Committee shall consist of at least seven members, who shall serve for a minimum term of two years and for no more than three consecutive terms. The committee shall have a member from each of the required categories shown in this table.



TITLE: AWARD OF LEASE LEASEBACK CONTRACTS

Business & Facilities
Information #3

June 13, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Royal High School Project:

On August 17, 2021, the Board adopted the procedures and guidelines for the award of lease-leaseback (LLB) contracts. On November 30, 2021, a Request for Proposals was issued seeking preconstruction and lease-leaseback services for the Royal High School Modernization Projects. The RFP set forth the criteria, based on qualifications and price, and the method in which the proposals were to be evaluated. The District received four proposals and, after scoring the proposals and interviewing the firms, Balfour Beatty Construction, LLC received the highest score, and is therefore the best value to the District. On January 18, 2022 the Board of Education approved Balfour Beatty Construction, LLC as the Lease Leaseback (LLB) Contractor for the projects at Royal High School.

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

The Classroom Renovation Project, Phase I at Royal High School, Consent #18

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

Simi Valley High School Project:

On August 17, 2021, the Board adopted the procedures and guidelines for the award of lease-leaseback (LLB) contracts. On November 30, 2021, a Request for Proposals was issued seeking preconstruction and lease-leaseback services for the Simi Valley High School Modernization Projects. The RFP set forth the criteria, based on qualifications and price, and the method in which the proposals were to be evaluated. The District received four proposals and, after scoring the proposals and interviewing the firms, Neff Construction, Inc. received the highest score, and is therefore the best value to the District. On January 18, 2022 the Board of Education approved Neff Construction, Inc. as the Lease Leaseback (LLB) Contractor for the projects at Simi Valley High School.

The District requested a GMP proposal, for construction services, from Neff Construction, Inc., for the following project:

The Boys' Locker Room Project, at Simi Valley High School, Consent #19

The Girls' Locker Room Project, at Simi Valley High School, Consent #20

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