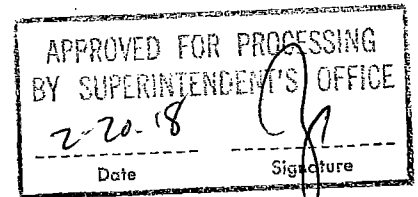


**TITLE: RATIFICATION OF AGREEMENT A18.509 BETWEEN SIMI
 VALLEY UNIFIED SCHOOL DISTRICT AND J & S CONSULTING
 ENGINEERS FOR DESIGN OF CORRECTIONS TO ELECTRICAL
 SYSTEMS AT SYCAMORE ELEMENTARY SCHOOL AND BIG
 SPRINGS ELEMENTARY SCHOOL**

Business & Facilities
Consent #5

February 20, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
 Business & Facilities



Background Information

Resistance testing of electrical power systems at Sycamore Elementary School and at Big Springs Elementary School identified deficiencies which need to be corrected. J & S Consulting Engineers can design the corrections, and is on the list of engineering firms that were approved by the Board of Education on February 21, 2017.

Fiscal Analysis

The total cost for design and construction administration associated with Agreement A18.509 is a fixed fee of \$11,835.00. Said Agreement is attached as Exhibit "A". These services will be funded with Measure X Funds.

Recommendation

This item is presented for Board of Education ratification.

On a motion # 148 by Trustee Daniel, seconded by Trustee Blough and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, Agreement A18.509 with J & S Consulting Engineers, Inc. for design of corrections to electrical systems at Sycamore Elementary School and at Big Springs Elementary School.

Ayes: Blough
Daniel
Smoller
LaBelle
White Noes: 6 Absent: 6 Abstained: 6

**PROJECT ASSIGNMENT AMENDMENT, AGREEMENT A18.509
TO
AGREEMENT FOR ON-GOING ENGINEERING SERVICES**

This Project Assignment Amendment ("PAA") is entered by and between **Simi Valley Unified School District** and **J & S Consulting Engineers, Inc.** ("Engineer") as of January 25, 2018.

Whereas, the District entered into a written Agreement entitled Agreement A18.051 for On-Going Engineering Services ("Agreement") generally establishing terms and conditions for the Engineer's design professional services for Projects assigned by the District to the Engineer.

Whereas, this PAA sets forth the specific terms and conditions applicable to the District assignment of the Assigned Project to the Engineer for completion of design professional services.

NOW THEREFORE, the District and Engineer and agree as follows:

1. Assigned Project Description. The Assigned Project is **DESIGN OF CORRECTIONS TO ELECTRICAL SYSTEMS AT SYCAMORE ELEMENTARY SCHOOL AND AT BIG SPRINGS ELEMENTARY SCHOOL** as further described in the attached Proposal #17-132 from Engineer dated July 7, 2017 (Attachment "A").
2. Assigned Project Construction Budget. The Construction Budget for the Assigned Project is not established at the time of initiation of this agreement.
3. Assigned Project Basic Services. The Basic Services for the Assigned Project are:

Basic Services Phases
Phase I – Field Investigations
Phase II – Design of repairs and new components for correction of electrical systems deficiencies.
Phase III – Construction administration services

4. Assigned Project Schedule. The Engineer's Completion of Basic Services for the Assigned Project shall be in accordance with the following:

Basic Services Phases	Completion Date
Phase I – Field Investigations	February 2, 2018
Phase II – Design of repairs and new components for correction of electrical systems deficiencies.	February 23, 2018
Phase III – Construction administration services	As required by the construction contract.

5. Assigned Project Contract Price. The Contract Price for completion of the Assigned Project Basic Services is a **fixed-fee of Eleven-Thousand Eight-Hundred Thirty-Five Dollars (\$11,835.00)**. The Contract Price is allocated to the Basic Services Phases as follows:

Basic Services Phases	Contract Price Allocation (Sycamore ES = 90%) (Big Springs ES = 10%)
Phase I	\$1,200
Phase II	\$8,610
Phase III	\$2,025
Total Contract Price:	\$11,835 (100%)

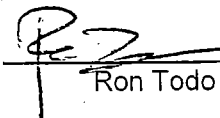
6. Agreement Terms. All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

The District and Engineer have executed this PAA as of the date set forth above.

"District"

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By:



Ron Todo

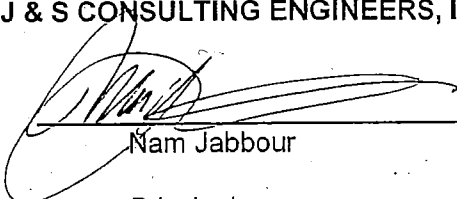
Title:

Associate Superintendent,
Business & Facilities

"Engineer"

J & S CONSULTING ENGINEERS, INC.

By:



Nam Jabbour

Title:

Principal



ELECTRICAL • MECHANICAL • SOLAR
BUSINESS & FACILITIES CONSENT #5

July 7, 2017

Attachment A

Proposal # 17-132

Tony Joseph
SVUSD Bond Construction Manager
875 Cochran ST.
Simi Valley, CA 93065

RE: Sycamore E.S. and Big Springs
Correct Electrical Deficiencies

Dear Tony,

Per your request, we are pleased to render this proposal for the Electrical Engineering Services required to accomplish the scope of the subject project.

Following our discussion and review of the scope received from your office, the following is a brief description of the services included which our quotation is based upon:

I. SCOPE OF WORK:

- A. Provide design to correct electrical deficiencies based on Meggar test report provided by TAFT Electric.

II. BASIC ENGINEERING SERVICES:

- A. Field Investigation
 - 1. Verify location and rating of existing panel "PC, PCA, PE, PEA, PD & PDA"
 - 2. Field verify possible routing of new conduit lines (if required)
- B. Design
 - 1. Sycamore E.S.
 - a. Design to replace overloaded/old distribution panel "PC, PCA, PE, PEA, PD & PDA"
 - b. Replace feed from PC to PCA
 - c. Replace feed from PD to PDA
 - d. Replace feed from PE to PEA
 - e. Design to replace distribution panel PCA, PEA & PDA
 - f. Single diagram and load calculations
 - g. Floor plans indicating location of distribution boards
 - h. Specifications
 - 2. Big Springs
 - a. Provide design to bond existing transformer

III. CONSTRUCTION PHASE SERVICES

- A. Review shop drawings, as submitted by Contractors
- B. Answer R.F.I.'s as requested
- C. One site visit, as appropriate to the stage of construction for this part of the project, to verify compliance with the Plan and Specifications
- D. Prepare "As-Built" drawings from contractors mark-ups

IV. SERVICES NOT INCLUDED

- 1. Systems and services other than listed above.

V. ENGINEERING FEES

It is proposed to furnish the desired engineering services in accordance with the Scope of Work outlined above for the following fees:

Field Investigation

Project Engineer	8.0	hrs	@	\$	150.00	=	\$	1,200.00
Sub-Total							\$	1,200.00

Construction Documents

Principal	1.0	hrs	@	\$	180.00	=	\$	180.00
Project Engineer	4.0	hrs	@	\$	150.00	=	\$	600.00
Sr. Engineer	40.0	hrs	@	\$	125.00	=	\$	5,000.00
CAD Drafter	32.0	hrs	@	\$	85.00	=	\$	2,720.00
Clerical	2.0	hrs	@	\$	55.00	=	\$	110.00
Sub-Total							\$	8,610.00

Construction Phase

Project Engineer	12.0	hrs	@	\$	150.00	=	\$	1,800.00
CAD Drafter	2.0	hrs	@	\$	85.00	=	\$	170.00
Clerical	1.0	hrs	@	\$	55.00	=	\$	55.00
Sub-Total							\$	2,025.00
Total							\$	11,835.00

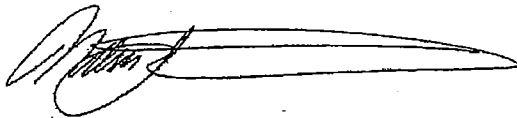
VI. ADDITIONAL SERVICES

Additional services, when authorized in writing, will be charged at the following hourly rates:

Principal	\$ 180.00
Project Manager	\$ 150.00
Sr. Engineer	\$ 125.00
Project Engineer	\$ 110.00
CAD Manager	\$ 105.00
CAD Operators	\$ 85.00
Clerical	\$ 55.00

We are pleased to have the opportunity to submit this proposal and remain available for any subsequent discussions.

Very truly yours,



Nam Jabbour

Accepted By: _____

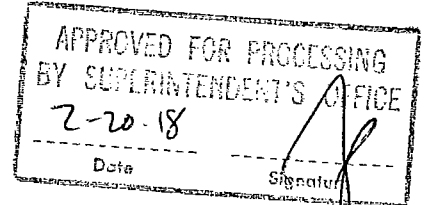
Date: _____

**TITLE: RATIFICATION OF AGREEMENT NO. A18.511 BETWEEN SIMI VALLEY
UNIFIED SCHOOL DISTRICT AND ISOM ADVISORS – ANNUAL DEBT
TRANSPARENCY REPORT**

Business & Facilities
Consent #7

February 20, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

Government Code section 8855(i) requires any issuer of public debt to provide to California Debt and Investment Advisory Commission (CDIAC) a report of the proposed issuance no later than 30 days prior to the sale of any debt issue. Effective January 1, 2017, issuers must certify on the Report of Proposed Debt Issuance that they have adopted local debt policies concerning the use of debt and that the proposed debt issuance is consistent with those policies. School districts are required to disclose outstanding indebtedness for all financings annually.

At a minimum, the annual debt transparency report will require issuers to include:

- 1) Debt authorized during the reporting period, which shall include:
 - a. Debt authorized at the beginning of the reporting period.
 - b. Debt authorized and issued during the reporting period.
 - c. Debt authorized but not issued at the end of the reporting period.
 - d. Debt authority that has lapsed during the reporting period.
- 2) Debt outstanding during the reporting period, which shall include the following:
 - e. Principal balance at the beginning of the reporting period.
 - f. Principal paid during the reporting period.
 - g. Principal outstanding at the end of the reporting period.
- 3) The use of proceeds of issued debt during the reporting period, which shall include the following:
 - h. Debt proceeds available at the beginning of the reporting period.
 - i. Proceeds spent during the reporting and the purposes for which it was spent.
 - j. Debt proceeds remaining at the end of the reporting period.

Fiscal Analysis

The annual fee for Isom Advisors to prepare the Annual Debt Transparency Report is \$500 until all bond proceeds are spent; thereafter, an annual fee of \$250.

Recommendation

It is recommended that the Board of Education approve Agreement No. A18.511 between Simi Valley Unified School District and Isom Advisors - Annual Debt Transparency Report.

On motion # 148 by Trustee Daniel, seconded by Trustee Blough, and carried by a roll-call vote of 5/0, the Board of Education approved Agreement No. A18.511 between Simi Valley Unified School District and Isom Advisors – Annual Debt Transparency Report.

Ayes: Blough
Daniel
Sturges
LaBelle
Stille Noes: 0 Absent: 0 Abstained: 0

Consulting Services Agreement - Annual Debt Transparency Report

This CONSULTING SERVICES AGREEMENT (this "Agreement") is dated as of the latest date set forth on the signature page hereto (the "Effective Date") and is entered into by and between Isom Advisors, a Division of Urban Futures Inc., a California corporation ("Advisor"), and Simi Valley Unified School District ("District").

Advisor agrees to:

1. Review ongoing District's Annual Debt Transparency Report ("ADTR") requirements.
2. Submit to CDIAC the necessary filings and documentation to remain compliant with SB 1029 including the ADTR by Jan 31st of each year.

District agrees to:

1. Fully cooperate and assist Advisor in providing appropriate data for the development of the ADTR on behalf of District.

Consideration:

1. In consideration for the above services, District agrees to pay Advisor pursuant to the following:
 - a. An annual fee of \$500 until all bond proceeds are spent; thereafter, an annual fee of \$250 to prepare the Annual Debt Transparency Report; paid within 30 days of receipt of invoice.
 - b. In any future year, the District may, at its own discretion, choose not to have Advisor complete the ADTR Services, and shall inform Advisor no later than December 1 of said filing year.
 - c. This agreement shall terminate with 30 days written notice from either party sent via certified mail; any outstanding expenses incurred shall be paid immediately by the District.

Arbitration:

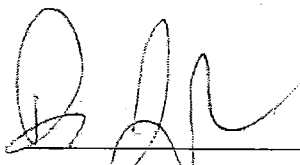
In the event of a dispute between the parties regarding the terms or performance of this Agreement, the parties agree to decide this dispute under the rules of the American Arbitration Association.

Complete Agreement:

The parties agree that this Agreement is the complete agreement between the parties superseding all prior written or oral agreements between the parties. The parties further agree that this Agreement can be altered or modified only through a writing signed and dated by both parties.

Simi Valley Unified School District

Isom Advisors,
a Division of Urban Futures, Inc.



Jason Peplinski
Superintendent

11/22/18

Date

Jon Isom
Managing Principal

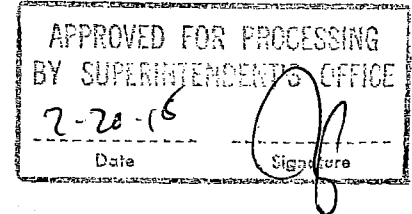
Date

**TITLE: APPROVAL OF ADDITIONAL SERVICES AGREEMENT A18.531 TO
ASSIGNED PROJECT A18.091 BETWEEN SIMI VALLEY UNIFIED
SCHOOL DISTRICT AND RRM DESIGN GROUP**

Business & Facilities
Consent #9

February 20, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

On August 15, 2017 the Board of Education ratified Agreement A18.901 with RRM Design Group for design of the bus loop and parking lot expansion at Santa Susana Elementary School. Additional Services Agreement A18.531 is for provision of construction administration services during the construction of the Bus Loop and Parking Lot Expansion Project. DSA requires that the Architect of Record provide these services for the project.

Fiscal Analysis

The cost associated with Additional Services Agreement A18.531 is a **not-to-exceed fee of \$20,600.00**. Said Agreement is attached as Exhibit "A". These services will be funded with Measure X funds.

Recommendation

It is recommended that the Board of Education approve Additional Services Agreement A18.531 for construction phase Architect-of-Record services for the Santa Susana Elementary School Bus Loop and Parking Lot Expansion Project.

On a motion # 148 by Trustee Daniel, seconded by Trustee Blough and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Additional Services Agreement No. A18.531 with RRM Design Group.

Ayes: Blough
Daniel
Synowka
Colette
White Noes: 0 Absent: 0 Abstained: 0



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BOND MANAGEMENT PROGRAM**

**ADDITIONAL SERVICES AGREEMENT A18.531 TO ASSIGNED PROJECT A18.091
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND
RRM DESIGN GROUP**

This Authorization is executed between the **SIMI VALLEY UNIFIED SCHOOL DISTRICT** ("District") and **RRM DESIGN GROUP** ("Consultant").

Consultant is authorized to provide the following Additional Services at **Santa Susana Elementary School**, as further described in the attached Proposal from Consultant dated January 25, 2018 (Exhibit "A"):

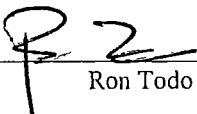
Provide construction-phase support services, DSA processing, and record drawings for the Bus Loop and Parking Lot Expansion Project.

The terms and conditions of Ongoing Agreement A17.321 for Consultant Services, dated February 17, 2017 apply to these additional services.

Compensation:

Compensation for these additional services shall be a stipulated not-to-exceed fee of **Twenty-Thousand Six-Hundred Dollars (\$20,600.00)** as further described on the attached Proposal (Exhibit "A") dated January 25, 2018.

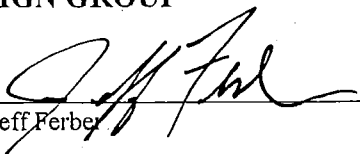
SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: 
Ron Todo

Dated: 2/08/18

Title: Associate Superintendent Business & Facilities

RRM DESIGN GROUP

By: 
Jeff Ferber

Dated: 2/1/18

Title: Principal



Exhibit A

ADD. SERVICE AUTHORIZATION

Client: Simi Valley Unified School District	Task ID Number: X.01-X.04
Project Name: Santa Susana Elementary School Bus and Parking Loop	Project Number: 0852-02-C117
Work Requested by: Pedro Avila	Request Received by: Chris Dufour
Date: January 25, 2018	

Method:

- ☐ Letter
 ☐ Email authorization attached to parties
☒ Client authorization required
 ☐ Included in contract, authorization not required
☐ Other: _____

Fee Type(s):

- ☒ Fixed Fee (see footnote A)
 ☐ Time & Materials (T&M) - Hourly (see footnote B)

DESCRIPTION OF WORK TO BE PERFORMED

RRM Design Group, a California Corporation ("RRM Design Group"), has entered into an agreement with the Simi Valley Unified School District (the "Client") dated August 15, 2017 (the "Prime Agreement") for the project Santa Susana Elementary School Bus and Parking Loop (the "Project"). Additional Services Authorized by the Client are subject to the Terms and Conditions of the Prime Agreement.

Construction Support – Landscape and Civil Engineering

Task X.01: Bidding Support

RRM will assist the District during the bidding stage of the project. We will respond to Requests for Information (RFI) and provide supplemental instructions as required. RRM's project manager will provide a pre-bid walk as part of this task. This pre-bid walk will occur concurrently with one or more other school projects currently under contract.

3765 S. Higuera St., Ste. 102 • San Luis Obispo, CA 93401
 p: (805) 543-1794 • f: (805) 543-4609

www.rrmdesign.com

a California corporation • Lenny Grant, Architect C26973 • Jerry Michael, PE 36895, LS 6276 • Jeff Ferber, LA 2844

**Deliverables:**

- Pre-bid walk
- RFI responses and supplemental instructions

Fixed Fee:

- \$2,200 (see footnote A)

Task X.02: Structural DSA Addenda

RRM Structural Engineering will provide the structural calculations and detailing required by DSA for the mustang entry monument to be removed and reinstalled. Structural will provide detailing and calculations for submission to DSA.

Deliverables:

- Structural detailing and calculations for entry monument

Fixed Fee:

- \$1,000 (see footnote A)

Task X.03: Construction Administration and Observation

Following the award of the general construction contract, RRM Landscape Architecture, Architecture, and Civil Engineering will provide support during the construction process. RRM will review and respond to RFI, Change Orders (CO), submittals, and contractor supplied shop drawings. Under this task, RRM will also prepare and issue supplemental instructions as necessary to clarify technical details and prepare preliminary and final punch lists. RRM anticipates the construction period to run from June to the start of the school year with minor wrap up in the following month (four months). RRM's architect for this project may need to coordinate with DSA during the construction observation process. As part of this task, RRM's Landscape Architecture project manager will visit the site up to six times during the construction process. RRM's Civil Engineering project manager anticipates up to four visits of their own.

Deliverables:

- RFI, CO, submittal reviews, shop drawings responses, supplemental instructions, and general record keeping documents
- DSA forms to be submitted:
 - 5-PI – Project Inspector Qualification and Approval
 - 102-IC – Construction Start Notice/Inspection Card Request
 - CCD if required (maximum of one)
 - 6-C – Contractor Verified Report



Santa Susana Elementary School Bus and Parking Loop

Add. Service Authorization

January 25, 2018

Page 3 of 4

- 6-AE – Architect/Engineer Verified Report
- 1-LC – Outdoor Water Use: Self Certification of Landscape Irrigation Installation
- 168 – Statement of Final Actual Project Cost
- Up to six (6) Landscape Architecture site visits to observe construction process
- Up to two (2) Civil Engineering site visits to observe construction process

Fixed Fee:

- \$9,000 - Landscape Architecture (see footnote A)
- \$4,200 – Civil Engineering (see footnote A)
- \$1,200 – Architecture (see footnote A)

Task X.04: Record Drawings (Civil & Landscape)

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

Deliverables:

- Record drawings

Fixed Fee:

- \$3,000 (see footnote A)

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the client or changes in the client's program or direction that are inconsistent with prior approvals are subject to additional services fees.

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

- Value engineering
- Cost estimates
- DSA fees

Fee Footnotes

- A. Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.
- B. Estimated fees for tasks shown as "Time and Materials" (T&M) are provided for informational purposes. Amounts billed for these tasks, which will reflect actual hours worked, may be more or less than the estimate given.



Santa Susana Elementary School Bus and Parking Loop

Add. Service Authorization

January 25, 2018

Page 4 of 4

Total Estimated Additional Fees **\$20,600**

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

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:

Sign

Date

Print Name, Title

Tasks Authorized OPTIONAL

(All tasks authorized unless otherwise noted.)

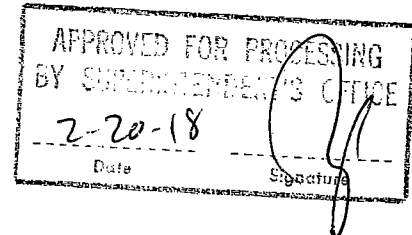
ecm\corp\rrm\on-site\0801\0852-02-C117-Santa-Susana-Elem-Bus-Parking-Loop\Project-Management\Contracts\Addendums\Addendum-1\ASA-ConAdmin 1-25-17-bpd.doc

TITLE: AUTHORIZATION TO AWARD BID #18B6BX289, ROYAL HIGH SCHOOL SHADE STRUCTURES

Business & Facilities
Consent #11

February 20, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business and Facilities



Background Information

Five bids were received on February 6, 2018 for Bid #18B6BX289, Royal High School Shade Structures. The recommended low bidder is indicated in bold type. Additional Information is available in the Bond Management Office.

<u>Contractor</u>	<u>Bid Proposal</u>	<u>Alternate</u>	<u>Total Bid Proposal</u>
Ardalan Construction Company, Inc.	\$1,454,000	\$30,000	\$1,484,000
Chalmers Construction Services, Inc.	\$1,750,000	\$53,000	\$1,803,000
Environmental Construction	\$1,584,399	\$49,500	\$1,633,899
The Nazerian Group	\$1,794,123	\$25,000	\$1,819,123
United Construction & Landscape	\$1,878,000	\$96,000	\$1,974,000

Fiscal Analysis

The total amount of this project \$1,484,000 will be funded by Measure X Bond Funds.

Recommendation

It is recommended that the Board of Education authorize award of Bid #18B6BX289, Royal High School Shade Structures, to Ardalan Construction Company, Inc. in the amount of \$1,484,000.

On a motion # 148 by Trustee Daniel, seconded by Trustee Bryce and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, award of the Royal High School Shade Structures to Ardalan Construction Company, Inc.

AYES: Bryce Daniel Griffin LeBalle White NOES: 0 Absent: 0 Abstained: 0

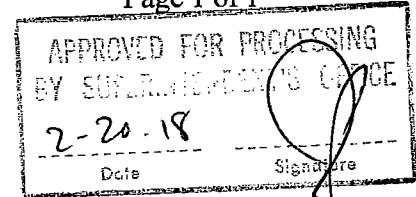
**TITLE: APPROVAL OF AGREEMENT NO. A18.543 BETWEEN SIMI VALLEY
UNIFIED SCHOOL DISTRICT AND INDEPENDENT ROOFING
CONSULTANTS FOR DESIGN SERVICES FOR REPLACEMENT OF
THE ROOFING AT KNOLLS ELEMENTARY SCHOOL AND AT VISTA
ELEMENTARY SCHOOL**

Business & Facilities
Consent #13

February 20, 2018

Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

The roofing at Knolls Elementary School and at Vista Elementary School is in need of replacement. Specifications for the proper replacement of the roofing systems at these schools are needed and can be provided by Independent Roofing Consultants.

Fiscal Analysis

The cost associated with Agreement A18.543 is a **total fixed-fee of \$17,000.00**. Said Agreement is attached as Exhibit "A". These services will be funded with Measure X funds.

Recommendation

It is recommended that the Board of Education approve Agreement A18.543 for preparation of specifications and details for replacement of the roofing systems at Knolls and Vista elementary schools.

On a motion # 148 by Trustee Daniels, seconded by Trustee Boyd and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, Agreement No. A18.543 with Independent Roofing Consultants.

Ayes: Boyd, Daniels, Givolle, LaBelle, White Noes: 0 Absent: 0 Abstained: 0

Board 2/20/2018

AGREEMENT NO. A18.543 FOR CONSULTANT SERVICES**AGREEMENT** made as of the 21st day of February, 2018

between the District:

Simi Valley Unified School District
 875 East Cochran Street
 Simi Valley, CA 93065

and the Consultant:

Independent Roofing Consultants
 2901 Pullman Street
 Santa Ana, CA 92705

WHEREAS, from time to time the District undertakes the design and/or construction of public works of improvement ("Projects").

WHEREAS, in connection with the design and/or construction of Projects, the District desires to obtain certain consulting services, as more particularly identified and described in this Agreement ("Consultant Services").

WHEREAS, Consultant is duly qualified and capable of providing and performing the Consultant Services set forth herein, and is properly licensed for any portion of the Consultant Services for which a license is required under California law.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and Consultant agree as follows:

- 1.1 **Scope of Consultant Services.** The Consultant Services under this agreement are for examining, sampling, and assessing the roofs at Knolls and Vista elementary schools, and for developing comprehensive written specifications and details for replacement of the roofs and associated flashing. Consultant shall also attend the mandatory pre-bid job walks that will be held with roofing contractors, and address in writing, any pre-bid questions related to the required roofing systems. Consultant shall transmit all information to the District Representative. All of the Terms and Conditions of the attached Proposals for Knolls ES and for Vista ES are replaced with the terms and conditions of this Agreement. The Consultant shall provide all personnel, materials, tools, equipment, services, licenses, testing, transportation, and other items necessary to timely and completely provide and perform the Consultant Services.
- 1.2 **Consultant Independent Contractor; Limited Consultant Agency.** In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.
- 1.3 **California Licensed Professional.** The undersigned Consultant certifies that: (a) it is currently and duly licensed to performing the Work of the Agreement; and (b) that such license shall be

Board 2/20/2018

in full force and effect throughout the duration of the performance of the Work under this Agreement.

- 1.4 **Consultant Standard of Care.** The Consultant Services shall be performed and provided by Consultant: (a) using the Consultant's best skill and attention; (b) with due care and in accordance with applicable standards of professional care for the those providing similar services for work similar in size, scope and complexity; and (c) in accordance with applicable laws, rules and regulations.
- 1.5 **Financial Relationships Disclosure.** The Consultant shall complete and provide to the District, the attached Certification of Financial Relationships Disclosure (AB 635) as part of this Agreement for Consultant Services.
- 1.6 **Personnel.** Personnel identified by the Consultant for portions of the Consultant Services shall be subject to the District's approval and other approvals required by applicable law, rule, or regulation. At all times while at the Site or any District owned/operated facility, the Consultant's personnel and Subconsultant's personnel, if any, shall comply with all applicable District rules, regulations and policies. Personnel who violate the District's rules, regulations and policies may be prohibited from access to the Site or other District owned/operated facilities in the sole discretion of the District. If the District exercises discretion pursuant to the foregoing, the effects of the removal of such personnel shall not result in adjustment of the Contract Price hereunder.
- 1.7 **Subconsultants.** Consultant will not be prohibited from employing additional workers or Subconsultants necessary for the completion of this Agreement. However, these individuals must be fully qualified to complete their assigned tasks and shall not be employees of the District. The Work of each Subconsultant shall be set forth in a written Subcontract agreement incorporating by reference this Agreement; Subconsultant agreements shall be made available to the District for review upon request of the District. The Consultant is responsible to the District for the acts, omissions and other conduct of Subconsultants. Each Subconsultant shall maintain Workers Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.
- 1.8 **Subconsultants DIR Registered Contractor Status.** To the extent required by law, Contractor and Subconsultants must be DIR Registered Contractors when submitting a Proposal and performing work under this Agreement. The foregoing notwithstanding, a Proposal is not subject to rejection for non-responsiveness if such Subconsultant(s) complete DIR Registration pursuant to Labor Code §1771.1(c)(1) or (2).
- 1.9 **Basic Services Schedule.** Work to be completed expeditiously as consistent with professional skill and care and the orderly progress of services and with approval by District for each phase. Consultant shall coordinate the exact days and times for performance of the inspection work with representatives from the Simi Valley USD Bond Management Office

	<u>Start</u>	<u>Finish</u>
Roof Examination & Testing	March 9, 2018	March 10, 2018
Lab Analysis of Samples Tested	March 13, 2018	March 20, 2018
Develop Plans & Specifications	March 21, 2018	April 6, 2018

- 2 **CONTRACT PRICE.**
- 2.1 **Contract Price for Consultant Services.** The Contract Price for these services is a total Fixed Fee of **Seventeen Thousand Dollars (\$17,000.00) per the attached Proposals dated February 1, 2018/** (Attachments "A" and "B" to this Agreement).
- 2.2 **Reimbursable Expenses.** The Contract Price for the Consultant Services represents the maximum amount due from the District to the Consultant for the Consultant Services, including the fee of the Consultant and any Subconsultant, personnel expenses (including all benefits and

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burdens), travel for the Consultant, Subconsultants, their employees and others providing any part of the Consultant Services to and from their respective offices or homes and the site(s) of a Project, the District's Administrative Offices and travel within the Counties of Los Angeles, Ventura, Orange, Kern and Santa Barbara. Unless authorized in advance in writing by the District, there shall be no expenses, costs or other charges arising out of or related to providing Basic Services or authorized Additional Services under this Agreement ("Reimbursable Expenses") which are reimbursable to the Consultant. Any reimbursable expenses shall require written approval by the District prior to Consultant incurring such expenses.

- 2.3 **Additional Services.** If the District authorizes the Consultant to perform or provide any Additional Services, the compensation to the Consultant for such Additional Services shall be determined by Consultant's Hourly Rates included in Attachment "A" to this Agreement, or by an equitable adjustment to the Contract Price, as mutually agreed to by the District and the Consultant.
- 2.4 **Prevailing Wages.** If required by applicable law, rule or regulation, the Consultant's payments to personnel providing or performing labor shall be at least the prevailing wage rate established for the type of service provided; if prevailing wage rates apply to any personnel performing or providing labor for the Services of this Agreement, the obligation for compliance rests solely with the Consultant without adjustment of the Contract Price.

3 CONSULTANT BILLINGS

- 3.1 **Consultant's Monthly Billings.** During the Term of this Agreement, the Consultant will submit monthly billings for payment of the Contract Price. The Consultant's billings shall: (i) identify each member of the Consultant's personnel who performed any Basic Services or authorized Additional Services in the preceding month; (ii) a detailed description of the services, tasks or other activities for each time entry; (iii) time entries shall be in increments of no more than one-quarter hour; and (iv) limited by the amount(s) allocated to each Phase of the Consultant's Basic Services for the Project, or portions thereof.
- 3.2 **District Payment.** Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Consultant Services, allowable Reimbursable Expenses and authorized Additional Services. The District may withhold or deduct from amounts otherwise due Consultant hereunder if Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom. If at any time the District does not pay to Consultant all sums invoiced, District shall within thirty (30) days of the Consultant's submission of its billing invoice, provide Consultant with written documentation describing the basis for the District's withhold or deduction of the Contract Price and shall pay the balance of Consultant's invoice not subject to withholding or deduction.
- 3.3 **Consultant's Payments.** The Consultant shall promptly pay its employees, Subconsultants, and others performing or providing Consultant Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Consultant's payment to personnel providing or performing Consultant Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Consultant Services, the obligation for compliance rests solely with the Consultant.
- 3.4 **Withholding.** District shall not withhold or set aside any money on behalf of the Consultant for federal income tax, state income tax, state sales or use taxes, social security tax, unemployment insurance, disability insurance or any other federal or state fund whatsoever. It

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shall be the sole responsibility of Consultant to account for all of the above. Payments to Consultant pursuant to this Agreement will be reported to Federal and State taxing authorities as required by law. The provisions of this section shall not apply if it is determined by District that payment must be made through Payroll in compliance with IRS guidelines.

- 3.5 **Changes or Alterations.** This Agreement may be modified or amended at any time by written mutual agreement of the parties. No changes, alterations or variations of any kind to this agreement are authorized, however, without the written consent of the District. Only the District's Associate Superintendent of Business & Facilities, or designee within their delegated authority, as defined by District policy, may authorize extra and/or changed work. The parties expressly recognize that other District personnel are without authorization to either direct Consultant to perform or provide extra and/or change work or waive contract requirements. The Consultant shall not be entitled to any compensation whatsoever for the performance of such unauthorized extra and/or change work.

4 **INSURANCE; INDEMNITY**

- 4.1 **Consultant Insurance.** At all times during performance of Consultant Services, the Consultant and each of its Subconsultants shall maintain policies of insurance in the minimum coverage amounts set forth in this Agreement. The minimum coverage amounts of each policy of insurance to be obtained and maintained by the Consultant while providing or performing Services in connection in or about the District shall be as set forth in Section 4.2, below. Policies of insurance required of the Consultant will be accepted by the District only if the insurer(s) are: (i) A.M. Best rated A- or better; (ii) A.M. Best Financial Size Category VII or higher; and (iii) authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California.

- 4.2 **Coverage.** Minimum coverage amounts for policies of insurance to be obtained and maintained by the Consultant and its Subconsultants shall be as follows:

Workers Compensation	In accordance with applicable law
Employers Liability	\$1,000,000
Commercial General Liability (including coverage for bodily injury, death, and property damage)	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Motor Vehicle Liability	
Per Occurrence	\$1,000,000

- 4.3 **Workers Compensation and Employers Liability Insurance.** Consultant shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Consultant shall also purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Consultant. The Employer's Liability Insurance required of Consultant hereunder may be obtained by Consultant as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.
- 4.4 **Commercial General Liability and Property Insurance.** Consultant shall purchase and maintain Commercial General Liability and Property Insurance as will protect Consultant from the types of claims set forth below which may arise out of or result from Consultant's Services under this Agreement and for which Consultant may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Consultant's employees; (ii) claims for damages insured by usual personal injury liability

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coverage; (iii) claims for damages, other than to the Work of the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and (v) contractual liability insurance applicable to Consultant's obligations under this Agreement. District shall be endorsed as an additional insured to Consultant's commercial general liability insurance policy.

- 4.5 **Subconsultants' Insurance.** Each Subcontractor providing or performing a portion of the Services or obligations of the Consultant under this Agreement shall obtain and maintain policies of insurance for Workers Compensation, Employers Liability, and Commercial General Liability/Property Damage. Each policy of insurance to be obtained by each of the Consultant's Subcontractors shall conform to the standards or requirements set forth in Section 4.

- 4.6 **Policy Endorsements; Evidence of Insurance.** Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurers admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

- 4.7 **Indemnity.**

4.7.1 *Consultant Indemnity of District.* To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives ("District Indemnitees") from any and all claims, demands, losses, responsibilities or liabilities for: (a) injury or death of Consultant's employees arising out of this Agreement; (b) injury or death of persons, damage to property; or (c) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct negligent of Consultant, its Sub-Consultants or the employees, agents and representatives of Consultant or any of its Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement.

4.7.2 *District Indemnity of Consultant.* The District shall defend, indemnify and hold harmless Consultant from all claims by third parties arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District, but expressly excluding third party claims by District Indemnitees.

- 5 **TERM.** The term of this Agreement begins on the date first set forth above and ends:

- ☐ when the Project and all close-out obligations are completed.
- ☒ when the District has confirmed that Consultant has properly completed its Scope of Services.
- ☐ immediately upon District and Consultant's execution of this Agreement, Consultant shall commence performance of its Services and shall complete Services on or before _____ or _____ () days from the date of award of this Agreement by the District's Board of Trustees.

- 6 **TERMINATION; SUSPENSION**

- 6.1 **Termination for Default.** Either the District or Consultant may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused

by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it defaults and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Consultant if: (a) Consultant becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Consultant or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Consultant or any of Consultant's property on account of Consultant's insolvency; or (b) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Consultant, if any, shall be based upon Consultant Services and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the causes for termination of this Agreement. Payment of the amount due the Consultant, if any, shall be made by District only after completion of Project construction. Consultant shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Consultant's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Consultant hereunder for Consultant Services or Reimbursable Expenses.

6.2 **District Termination for District Convenience.** The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement for the District's convenience and without fault, neglect, or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services and/or allowable Reimbursable Expenses provided or incurred through the date of termination. Except as set forth above, the Consultant shall not be entitled to any other compensation if the District exercises the right to terminate hereunder.

6.3 **Consultant Suspension of Consultant Services.** If the District shall fail to make payment of undisputed Consultant billings when due Consultant hereunder, the Consultant may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full is received.

6.4 **Consultant Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Consultant shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature prepared by or on behalf of the Consultant under this Agreement. The Consultant shall deliver the originals of all work product, Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Consultant may, at its sole cost and expense, make reproductions of the originals delivered to the District.

7 MISCELLANEOUS

7.1 **Governing Law; Interpretation.** This Agreement shall be governed and interpreted pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or the Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be

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deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

- 7.2 **Time.** Time is of the essence. Consultant shall immediately undertake to timely perform and complete its Scope of Work without delay or hindrance to the District, Consultant(s) or other parties.
- 7.3 **Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of the Consultant and the District. Consultant shall not assign performance under this Agreement or any portion thereof to a third party without the prior written consent of District. Any attempted assignment without such prior written consent in violation of this section shall automatically terminate this Agreement.
- 7.4 **Compliance.** Consultant shall comply with all applicable laws, statutes, ordinances, rules, regulations of all governmental entities, including but not limited to payment of prevailing wages as applicable, SB 854 requirements, and compliance with all applicable policies of Simi Valley Unified School District. Use of tobacco, alcohol, drugs, profane and abusive language, and sexual harassment of any kind on District property are specifically prohibited.
- 7.5 **Records.** Records, documents and other materials generated, received or maintained by the Consultant in the course of performing services hereunder shall be the sole property of, and shall be delivered to, the District within five (5) business days of District's written request. The Consultant may, at its sole cost, make copies of such records for its own files.
- 7.6 **Copyright.** Consultant hereby acknowledges that any work product belongs to District and that any intellectual property, copyright, patent, trademark, or servicemark created, developed, or produced pursuant to this agreement shall be work for hire and all rights, title, and interest in it shall belong to District unless otherwise agreed to by District in writing. Consultant shall refrain from disclosing any versions of work product, plans, and specifications to any third party without first obtaining written permission of District. Consultant performing copyrighted musical or literary works is responsible for securing the necessary permission or pay any royalties or fees required to perform such works.
- 7.7 **Notices.** Notices under this Agreement shall be addressed and delivered to the District as follows:

Simi Valley Unified School District
875 East Cochran Street
Simi Valley, CA 93065
Attn.: Tony Joseph, Bond Program Manager

and to the Consultant:

Independent Roofing Consultants
2901 Pullman Street
Santa Ana, CA 92705
Attn.: Ashley Watson, Sales Associate

- 7.8 **Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by the District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.
- 7.9 **Contact with Students.** Consultant is aware of the provisions and requirements of California Education Code § 45125.1, regarding fingerprinting of persons providing services to school districts and has complied with the statutory fingerprinting requirements and completed the Fingerprint Certification, attached hereto (Attachment B). Consultant further certifies that no

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employee or agent who has a record of conviction for a serious or violent felony will be assigned to perform services under this Agreement which permit or require them to come in contact with students unless District first receives notice from Consultant, and District grants written permission under defined conditions. A background check shall be required upon the request of the District.

7.10 Disputes.

7.10.1 Consultant Continuation of Services. Except in the event of the District's failure to make undisputed payment of the Contract Price due the Consultant, notwithstanding any disputes between the District and the Consultant hereunder, the Consultant shall continue to provide and perform Consultant Services pending a subsequent resolution of such disputes.

7.10.2 Arbitration. All claims, disputes or other matters in controversy between Consultant and District arising out of or pertaining to the Project or this Agreement shall be settled and resolved by binding arbitration conducted before a single retired judge arbitrator under the auspices of JAMS, in accordance with the Clauses, Rules, and Procedures of JAMS, at the JAMS office closest to the District. The District and Consultant hereby expressly agree that a court shall, subject to Code of Civil Procedure §1286.4, vacate the award if after review of the award it determines either that the award is not supported by substantial evidence or that it is based on an error of law. Any arbitration award that does not include written findings of fact and conclusions of law in conformity with Code of Civil Procedure §1296 shall be invalid and unenforceable. Subject to the foregoing, the arbitrator's award shall be final and binding upon the District and the Consultant. If any claim or dispute is asserted by the Architect or a Contractor or the District relating to the Project and arising in whole or in part out of this Agreement, Contractor and District agree that any arbitration proceedings initiated between Consultant and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute with the Architect or Contractor, regardless of the arbitration forum, and without further order of the court pursuant Code of Civil Procedure § 1281.3.

7.10.3 Government Code Claims. Pursuant to Government Code §930.6, any and all claims or demands of the Consultant for money or damages in any sum, including a demand for arbitration, shall be deemed a, "suit for money or damages" and shall be subject to the provisions of Government Code §§ 945.4, 945.6 and 946. Notwithstanding any other provision hereof, any and all claims and demands of the Consultant for money or damages in any sum shall be presented to the District's Board of Education, and acted upon or deemed rejected, in accordance with California Government Code §900 *et seq.* as a condition precedent to suit, including a demand for arbitration.

7.11 Limitation on Damages. If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Consultant shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. By executing this Agreement, the Consultant expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Consultant expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work, except for the work/Services which is the subject of this Agreement.

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- 7.12 **Severability.** If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 7.13 **Marginal Headings; Captions. Marginal Headings; Captions.** The titles of the various Sections and Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Consultant and the District hereunder.
- 7.14 **Consultant Contact Information.**
 Consultant Contact Name: _____
 Business Phone: _____ Fax: _____
 E-mail: _____
 Federal Tax ID Number or SSN: _____
**Consultant must provide a W-9 (attached)*
 Are you or any of your employees current or former employee of the District?
☐ Yes ☐ No
 If yes, state the date you last worked? _____
 Are you related to any employee (s) of the District? ☐ Yes ☐ No
 If yes, please identify the individuals (s): _____
- 7.15 **Board Approval.** This Agreement and the provisions hereof notwithstanding, neither this Agreement nor any provision hereof shall be deemed binding or enforceable upon the District unless and until the District's Board of Education has approved this Agreement and the provisions hereof.
- 7.16 **Entire Agreement.** The foregoing constitutes the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing, and superseding all prior agreements or negotiations, whether written or oral. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and the Consultant.
- 7.17 **Authority.** The individual(s) executing this Agreement on behalf of Consultant warrant and represent that she/he is authorized to execute this Agreement and bind Consultant to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Trustees, to bind District to all terms hereof.

IN WITNESS WHEREOF, the District and the Consultant have executed this Agreement as of the date set forth above.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: _____
 Ron Todo, Associate Superintendent
 Business & Facilities

INDEPENDENT ROOFING CONSULTANTS

By: _____
 Veronica Foster
 Executive VP

SIMI VALLEY UNIFIED SCHOOL DISTRICT
 875 East Cochran Street, Simi Valley, California 93065

CERTIFICATION OF FINANCIAL RELATIONSHIPS DISCLOSURE (AB 635)

ROOFING PROJECT

This form shall be executed by all architects, engineers, roofing consultants, contractors, materials manufacturers, and vendors prior to the provision of any professional services or goods for a "roof project" (repair or replacement), as that term is defined at Public Contract Code section 3000(f).

Certification of: ☐ Architect ☐ Engineer ☒ Roofing Consultant
☐ Contractor ☐ Vendor ☐ Materials Manufacturer
☐ Other _____

I, _____ (Name), _____ (Title),
 _____ (Name of Employer), **CERTIFY:**

1. I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with any contract or purchase order for a roof project, as that term is defined at Public Contract Code section 3000(f), described as: **Replacement of roofing at Knolls Elementary School and Vista Elementary School.**
2. I have read California Public Contract Code Section 3006 and am aware of the provisions contained therein.
3. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
4. Throughout the duration of contracts, I will not have any financial relationship in connection with the Roof Project with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.
5. I have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the roof replacement project(s):

I certify that to the best of my knowledge, the contents of this disclosure are true.

Date: _____
 Signature: _____
 Print Name: _____
 Print Name of Employer: _____

I, _____, am the _____ of _____
(Print Name) (Title)

(FINGERPRINT CERTIFICATE CONTINUED)

LIST NAMES OF PERSONNEL BELOW:

Attachment "A"

INDEPENDENT ROOFING CONSULTANTS

Pleasanton Office
5674 Stoneridge Drive, Suite 115
Pleasanton, CA 94588
(925) 460-0220 T

Santa Ana Office
2901 Pullman Street
Santa Ana, California 92705
(949) 476-8626 T

Las Vegas Office
8275 S. Eastern Avenue, Suite 200-325
Las Vegas, Nevada 89123
(702) 795-8020 T

February 1, 2018

Mr. Tony Joseph
Simi Valley Unified School District
875 East Cocran Street
Simi Valley, CA 93065

anthony.joseph@simivalleyusd.org

Reference: **Knolls Elementary School**
6334 Katherine Road
Simi Valley, CA 93063

Consulting Services Agreement

Independent Roofing Consultants proposes to provide the following consulting services related to removal and replacement of the roof systems as outlined in our Roof Survey report dated March 2017 on the 6 designated main buildings within the above referenced school:

SITE INVESTIGATION

Independent Roofing Consultants will perform an onsite inspection on each of the buildings in the above referenced campus, the purpose of the site investigation is to:

- Perform core samples to determine the existing roof system construction.
- Verify all flashing and detail construction requirements for installation of the recommended new roof system for the steep sloped roof areas.
- Identify special project conditions needing to be included in the project scope of work for such items as roof drainage, ventilation requirements for each building roof system and accessory components for the roof system installation.

At the conclusion of our site investigation Independent Roofing Consultants will permanently repair all core sample areas.

ROOF REPLACEMENT SPECIFICATIONS AND DETAIL DRAWINGS

Based upon the design information obtained during our site investigation, Independent Roofing Consultants will develop comprehensive written specifications for the replacement of the existing roof assembly on the above-referenced project. These specifications will provide the following information:

- Approved material manufacturers and individual material products to define the quality standards for the roof system construction.
- Quality standards for both workmanship and materials in the construction of the new roof system.
- Contractor insurance requirements.
- Contractor and material manufacturer guarantee requirements.
- Contractor requirements during the project, including submittal information, hours of work, conduct of employees and staging areas.
- Project requirements for construction of sheet metal accessories augmenting the roof system design, inclusive of special project conditions to be included in the contractor's bid.
- Contractor bid submittal requirements.

Accompanying the written specifications will be computer-generated detail drawings illustrating the construction of the roof membrane as well as all flashings at horizontal-to-vertical terminations, penetrations and transitions.

PRE-BID CONFERENCE

Independent Roofing Consultants will attend an onsite conference with the bidding contractors to review the specifications and jobsite conditions, and address any contractor questions regarding the project specifications for the purpose of achieving the most accurate, complete and competitive bids possible. Following the conference, Independent Roofing Consultants will develop a written report summarizing the conference discussions and any additions, deletions or changes to the project specifications; this report will be issued to all conference attendees.

The consideration for services is:

Site Investigation	\$2,400.00
Roof Replacement Specification	\$4,200.00
Pre-Bid Conference	<u>\$1,600.00</u>
Total	\$8,200.00

EXHIBIT "A"

Provisions:

The fee structure for this proposal is valid for ninety (90) days. If not executed within ninety (90) days, fee may or may not be revised at the sole discretion of Independent Roofing Consultants.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

INDEPENDENT ROOFING CONSULTANTS

By: _____

By: Ashley Watson
Ashley Watson

Title: _____

Title: Sales Associate

Date: _____

Date: February 2, 2018

TERMS AND CONDITIONS ADDENDUM

STATEMENT OF WORK

Client hereby agrees to employ INDEPENDENT ROOFING CONSULTANTS to perform professional services as described in the Proposal attached hereto, and incorporated herein by this reference and in accordance with the terms and conditions as set forth below.

MODIFICATION OF THE AGREEMENT

Any and all changes, deletions or additions to this Agreement, including services provided and the consideration therefore are only effective if in writing and signed by both parties hereto.

ADDITIONAL WORK

Client agrees that if Client requests services not specified pursuant to the scope of services described within this Agreement, Client agrees to pay for all such additional services as extra work.

PAYMENT

Independent Roofing Consultants' payment terms are net 30 days. Client's failure to make full payment due within thirty (30) days after submittal of Independent Roofing consultants' invoice is a material breach of the contract. Client therefore agrees that its failure to make the full payment gives Independent Roofing Consultants, among its rights, the ability to suspend or terminate its performance. Client agrees that if it fails to pay Independent Roofing Consultants' invoices in accordance with this provision, Client shall pay a finance charge of one percent (1%) per month on any such unpaid balance.

DOCUMENTS

Client agrees that Independent Roofing Consultants may retain one (1) copy of any documents provided by Client to Independent Roofing Consultants.

NO THIRD PARTY BENEFICIARIES

Client agrees with Independent Roofing Consultants that there are no third party beneficiaries to this Agreement and that the sole beneficiaries are Client and Independent Roofing Consultants. Client and Independent Roofing Consultants agree that the information contained in any report provided by Independent Roofing Consultants is the result of a limited site observation by it and is made subject to the budgetary, time and other constraints placed upon Independent Roofing Consultants by the Client.

CONTRACTOR RESPONSIBILITY

Client agrees that Independent Roofing Consultants is not responsible for the performance of work by third parties, including but not limited to, Client's contractors, subcontractors (of whatever tier), design professionals, independent contractors, agents, representatives, construction managers or employees. Client agrees that Independent Roofing Consultants has no liability for construction practices, means, techniques or methods, site conditions or job safety. It is agreed that all of these matters are the lawful responsibility of parties other than Independent Roofing Consultants.

INDEMNIFICATION

The Client agrees to defend, indemnify and hold harmless Independent Roofing Consultants, its principals, officers, directors, partners, subsidiaries and employees from and against any and all liability or losses, whether claimed or actual, that arise from or are related to the performance of Independent Roofing Consultants' services under this Agreement, except where liability or loss arise from the sole negligence or willful misconduct of Independent Roofing Consultants.

Client agrees that any and all lawsuits arising from the Agreement, against Independent Roofing Consultants, whether in tort, contract or otherwise, shall be brought by Client within one year of Independent Roofing Consultants' completion of its services under this Agreement, and the Client this waives any and all claims against Independent Roofing Consultants if suit is not filed within that timeframe.

LIMITATION OF LIABILITY AND INSURANCE

Client agrees to limit the liability of Independent Roofing Consultants, its principals, officers, directors, partners, subsidiaries and employees for any losses or liabilities arising out of the negligent acts, errors or omissions of Independent roofing Consultants to the sum of Fifty Thousand Dollars (\$50,000) or Independent Roofing Consultants' fee, whichever is greater.

TERMINATION FOR CONVENIENCE

Either party to this Agreement may, without cause, upon forty-eight (48) hours notice, terminate the agreement by delivering written notice of termination to the other party. Upon such termination, Client agrees to pay Independent Roofing Consultants for all services performed up to the date of termination under this Agreement, in accordance with the Payment provision set forth above. The parties of this Agreement agree that this provision relates to termination without cause and does not in any way negate the parties' rights and remedies in the event of a material breach of this Agreement.

GOVERNING LAW

EXHIBIT "A"

The substantive law of California shall govern this Agreement, regardless of the location of execution of this Agreement or the citizenship of headquarters of the parties to it.

JUDICIAL ACTION

Any litigation, which is conducted in relation to this Agreement, including, without limitation, a petition to compel arbitration or a motion to confirm or vacate an award, shall be conducted in the Orange county State Court system, and in no other tribunal.

MISCELLANEOUS

If any term or condition of this Agreement is held by the court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be valid and binding on Client and Independent Roofing Consultants. Consultant has the right to complete all services agreed to be rendered pursuant to this proposal. In the event this Agreement is terminated before completion of all services, unless Independent Roofing Consultants is responsible for early termination, Client agrees to release consultant from all liability for services performed. In the event all or any portion of services or work product prepared by Independent Roofing Consultants be suspended or terminated, Client shall pay for all services performed in accordance with the above PAYMENT provision of this Agreement.

This Agreement contains the entire Agreement between Client and Independent Roofing Consultants relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.

Failure by Client to object to any of the terms and conditions contained in this Agreement before commencement of services by Independent Roofing Consultants will be deemed an acceptance of such terms and conditions. All captions employed in this Agreement are for the convenience of the parties to it, and in no way limit the substantive provision under such captions.

Attachment "B"

INDEPENDENT ROOFING CONSULTANTS

Pleasanton Office

5674 Stoneridge Drive, Suite 115
Pleasanton, CA 94588
(925) 460-0220 T

Santa Ana Office

2901 Pullman Street
Santa Ana, California 92705
(949) 476-8626 T

Las Vegas Office

8275 S. Eastern Avenue, Suite 200-325
Las Vegas, Nevada 89123
(702) 795-8020 T

February 1, 2018

Mr. Tony Joseph
Simi Valley Unified School District
875 East Cocran Street
Simi Valley, CA 93065

anthony.joseph@simivalleyusd.org

Reference: **Vista Elementary School**
2175 Wisteria Street
Simi Valley, CA 93065

Consulting Services Agreement

Independent Roofing Consultants proposes to provide the following consulting services related to removal and replacement of the roof systems as outlined in our Roof Survey report dated March 2017 on the 6 designated main buildings within the above referenced school:

SITE INVESTIGATION

Independent Roofing Consultants will perform an onsite inspection on each of the buildings in the above referenced campus, the purpose of the site investigation is to:

- Perform and retain core samples for independent laboratory testing to determine if the existing roof system is constructed with asbestos materials requiring abatement procedures as part of the project scope of work.
- Verify all flashing and detail construction requirements for installation of the recommended new roof system for the steep sloped roof areas.
- Identify special project conditions needing to be included in the project scope of work for such items as roof drainage, ventilation requirements for each building roof system and accessory components for the roof system installation.

At the conclusion of our site investigation Independent Roofing Consultants will submit retained core samples to an independent laboratory for testing. The results from the laboratory will be included in the developed project scope of work and a copy of the lab results will be forwarded to Simi Valley Unified School District for their records and use.

ROOF REPLACEMENT SPECIFICATIONS AND DETAIL DRAWINGS

Based upon the design information obtained during our site investigation, Independent Roofing Consultants will develop comprehensive written specifications for the replacement of the existing roof assembly on the above-referenced project. These specifications will provide the following information:

- Approved material manufacturers and individual material products to define the quality standards for the roof system construction.
- Quality standards for both workmanship and materials in the construction of the new roof system.
- Contractor insurance requirements.
- Contractor and material manufacturer guarantee requirements.
- Contractor requirements during the project, including submittal information, hours of work, conduct of employees and staging areas.
- Project requirements for construction of sheet metal accessories augmenting the roof system design, inclusive of special project conditions to be included in the contractor's bid.
- Contractor bid submittal requirements.

Accompanying the written specifications will be computer-generated detail drawings illustrating the construction of the roof membrane as well as all flashings at horizontal-to-vertical terminations, penetrations and transitions.

PRE-BID CONFERENCE

Independent Roofing Consultants will attend an onsite conference with the bidding contractors to review the specifications and jobsite conditions, and address any contractor questions regarding the project specifications for the purpose of achieving the most accurate, complete and competitive bids possible. Following the conference, Independent Roofing Consultants will develop a written report summarizing the conference discussions and any additions, deletions or changes to the project specifications; this report will be issued to all conference attendees.

The consideration for services is:

Site Investigation	\$2,200.00
Asbestos Testing	\$ 1,200.00
6 samples including laboratory testing	
Roof Replacement Specification	\$3,800.00
Pre-Bid Conference	<u>\$1,600.00</u>
Total	\$8,800.00

EXHIBIT "A"

Provisions:

The fee structure for this proposal is valid for ninety (90) days. If not executed within ninety (90) days, fee may or may not be revised at the sole discretion of Independent Roofing Consultants.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

INDEPENDENT ROOFING CONSULTANTS

By: _____

By: Ashley Watson
Ashley Watson

Title: _____

Title: Sales Associate

Date: _____

Date: February 2, 2018

TERMS AND CONDITIONS ADDENDUM

STATEMENT OF WORK

Client hereby agrees to employ INDEPENDENT ROOFING CONSULTANTS to perform professional services as described in the Proposal attached hereto, and incorporated herein by this reference and in accordance with the terms and conditions as set forth below.

MODIFICATION OF THE AGREEMENT

Any and all changes, deletions or additions to this Agreement, including services provided and the consideration therefore are only effective if in writing and signed by both parties hereto.

ADDITIONAL WORK

Client agrees that if Client requests services not specified pursuant to the scope of services described within this Agreement, Client agrees to pay for all such additional services as extra work.

PAYMENT

Independent Roofing Consultants' payment terms are net 30 days. Client's failure to make full payment due within thirty (30) days after submittal of Independent Roofing Consultants' invoice is a material breach of the contract. Client therefore agrees that its failure to make the full payment gives Independent Roofing Consultants, among its rights, the ability to suspend or terminate its performance. Client agrees that if it fails to pay Independent Roofing Consultants' invoices in accordance with this provision, Client shall pay a finance charge of one percent (1%) per month on any such unpaid balance.

DOCUMENTS

Client agrees that Independent Roofing Consultants may retain one (1) copy of any documents provided by Client to Independent Roofing Consultants.

NO THIRD PARTY BENEFICIARIES

Client agrees with Independent Roofing Consultants that there are no third party beneficiaries to this Agreement and that the sole beneficiaries are Client and Independent Roofing Consultants. Client and Independent Roofing Consultants agree that the information contained in any report provided by Independent Roofing Consultants is the result of a limited site observation by it and is made subject to the budgetary, time and other constraints placed upon Independent Roofing Consultants by the Client.

CONTRACTOR RESPONSIBILITY

Client agrees that Independent Roofing Consultants is not responsible for the performance of work by third parties, including but not limited to, Client's contractors, subcontractors (of whatever tier), design professionals, independent contractors, agents, representatives, construction managers or employees. Client agrees that Independent Roofing Consultants has no liability for construction practices, means, techniques or methods, site conditions or job safety. It is agreed that all of these matters are the lawful responsibility of parties other than Independent Roofing Consultants.

INDEMNIFICATION

The Client agrees to defend, indemnify and hold harmless Independent Roofing Consultants, its principals, officers, directors, partners, subsidiaries and employees from and against any and all liability or losses, whether claimed or actual, that arise from or are related to the performance of Independent Roofing Consultants' services under this Agreement, except where liability or loss arise from the sole negligence or willful misconduct of Independent Roofing Consultants.

Client agrees that any and all lawsuits arising from the Agreement, against Independent Roofing Consultants, whether in tort, contract or otherwise, shall be brought by Client within one year of Independent Roofing Consultants' completion of its services under this Agreement, and the Client this waives any and all claims against Independent Roofing Consultants if suit is not filed within that timeframe.

LIMITATION OF LIABILITY AND INSURANCE

Client agrees to limit the liability of Independent Roofing Consultants, its principals, officers, directors, partners, subsidiaries and employees for any losses or liabilities arising out of the negligent acts, errors or omissions of Independent Roofing Consultants to the sum of Fifty Thousand Dollars (\$50,000) or Independent Roofing Consultants' fee, whichever is greater.

TERMINATION FOR CONVENIENCE

Either party to this Agreement may, without cause, upon forty-eight (48) hours notice, terminate the agreement by delivering written notice of termination to the other party. Upon such termination, Client agrees to pay Independent Roofing Consultants for all services performed up to the date of termination under this Agreement, in accordance with the Payment provision set forth above. The parties of this Agreement agree that this provision relates to termination without cause and does not in any way negate the parties' rights and remedies in the event of a material breach of this Agreement.

GOVERNING LAW

The substantive law of California shall govern this Agreement, regardless of the location of execution of this Agreement or the citizenship of headquarters of the parties to it.

JUDICIAL ACTION

Any litigation, which is conducted in relation to this Agreement, including, without limitation, a petition to compel arbitration or a motion to confirm or vacate an award, shall be conducted in the Orange county State Court system, and in no other tribunal.

MISCELLANEOUS

If any term or condition of this Agreement is held by the court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be valid and binding on Client and Independent Roofing Consultants. Consultant has the right to complete all services agreed to be rendered pursuant to this proposal. In the event this Agreement is terminated before completion of all services, unless Independent Roofing Consultants is responsible for early termination, Client agrees to release consultant from all liability for services performed. In the event all or any portion of services or work product prepared by Independent Roofing Consultants be suspended or terminated, Client shall pay for all services performed in accordance with the above PAYMENT provision of this Agreement.

This Agreement contains the entire Agreement between Client and Independent Roofing Consultants relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.

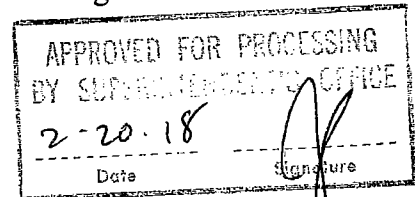
Failure by Client to object to any of the terms and conditions contained in this Agreement before commencement of services by Independent Roofing Consultants will be deemed an acceptance of such terms and conditions. All captions employed in this Agreement are for the convenience of the parties to it, and in no way limit the substantive provision under such captions.

**TITLE: RATIFICATION OF MEASURE X FUNDED FIELD CONTRACTS;
 MARCH 1, 2017 TO FEBRUARY 1, 2018**

Business & Facilities
Consent # 14

February 20, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
 Business & Facilities



Background Information

The District adopted the California Uniform Public Construction Cost Accounting Act ("CUPCCAA") which authorizes the District to engage in alternative bidding procedures for public works and maintenance projects. The District's adoption of CUPCCAA includes authorization for the District's Associate Superintendent, Business & Facilities to enter into contracts bid under CUPCCAA alternative bidding procedures when the value of the contract is \$175,000 or less. CUPCCAA contracts entered into by the Associate Superintendent, Business & Facilities pursuant to such authority are subject to ratification by the Board of Education.

Many of the projects funded with Measure X proceeds are smaller dollar value projects. To expedite bidding and construction of Measure X funded projects valued at \$175,000 or less, District staff has utilized the CUPCCAA alternative bidding procedures and the District's Field Contracts.

Exhibit "A" is a summary listing of the Field Contracts funded by Measure X proceeds and awarded by the Associate Superintendent, Business & Facilities under the CUPCCAA alternative bidding procedures between March 1, 2017 and February 1, 2018.

Fiscal Analysis

The total amount for Measure X funded field contracts issued between March 1, 2017 and February 1, 2018 is \$631,740.91 as shown on Exhibit "A".

Recommendation

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

On a motion # 148 by Trustee Daniels, seconded by Trustee Blough and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, all of the Field Contracts summarized in attached Exhibit "A".

Ayes: Blough
Daniels
Spollen
LeBeau
White Noes: 0 Absent: 0 Abstain: 0

Measure X Funded Field Contracts Through 2/1/2018

EXHIBIT "A"

Req Date	Req #	PO #	Contractor	Total Amt	Description
3/13/2017	R17-03564	P17-03315	HH CONSTRUCTION, INC.	\$11,635.00	JUSTIN ES NEW CONCRETE RAMP
6/1/2017	R17-04642	P17-04404	FC & SONS ROOFING, INC.	\$35,176.56	APOLLO HS GYM ROOF REPAIR
6/14/2017	R17-04707	P17-04484	DAVE BANG ASSOCIATES OF CALIF	\$35,884.04	TOWNSHIP ES KINDER RUBBER SURFACE
6/14/2017	R17-04709	P17-04485	DAVE BANG ASSOCIATES OF CALIF	\$8,438.49	TOWNSHIP KINDER PLAYGROUND EQUIP
7/10/2017	R18-00648	P18-00370	AMER BUILDING CONTRACTOR	\$6,227.00	HILLSIDE MS SIDING REPLACEMENT
7/10/2017	R18-00655	P18-00420	EDP ENVIRONMENTS, INC.	\$44,512.00	SSHS DATA CENTER FIRE SUPPRESSION SYS
7/13/2017	R18-00685	P18-00425	MAGNUM FENCE & SECURITY, INC.	\$28,558.00	TOWNSHIP ES ORNAMENTAL IRON FENCING
7/31/2017	WTT18-00096	P18-00542	EMPIRE CABLING, INC.	\$14,241.19	RHS & SVHS PRESS BOX CABLES
8/2/2017	R18-00855	P18-00572	OUT ON A LIMB TREE SERVICE	\$2,225.00	SIMI ES TREE TRIMMING
8/15/2017	R18-01004	P18-00679	VENTURA ASBESTOS CONTROL	\$5,400.00	ROYAL HS LOCKER BUILDING PIPING ELBOW
8/28/2017	R18-01170	P18-00827	TC SECURITY SYSTEMS	\$2,300.00	ASBESTOS REMOVAL, INSULATION REMOVAL
8/31/2017	R18-01242	P18-00883	SALINAS & SONS ROOTER SERVICE	\$825.00	RHS LOCKER FIRE ALARM SYS
8/31/2017	R18-01244	P18-00884	SALINAS & SONS ROOTER SERVICE	\$750.00	BERYLWOOD DRAIN CLEARING
9/8/2017	R18-01327	P18-00982	PRECISION PLUMBING-MECHANICAL	\$2,415.00	JUSTIN HVAC CONDENSATE DRAIN CLEAN
9/15/2017	R18-01429	P18-01144	CALIFORNIA LANDCARE, INC.	\$4,250.00	VALLEY VIEW MS WATER MAIN REPAIR
9/15/2017	R18-01430	P18-01145	HH CONSTRUCTION, INC.	\$16,581.00	SIMI EL TREE REMOVAL
9/15/2017	R18-01434	P18-01146	HH CONSTRUCTION, INC.	\$16,581.00	MOW CURB AT CMU RETAINING WALL
9/15/2017	R18-01435	P18-01079	FENCE FACTORY	\$17,845.00	SINALOA MS PAINT & PAVING
9/18/2017	R18-01451	P18-01081	PRECISION PLUMBING-MECHANICAL	\$2,399.00	SIMI EL FENCING & GATES AT BOND FIELD
9/18/2017	R18-01452	P18-01147	SCOTT & SONS ELECTRIC	\$14,977.96	OFFICE
9/26/2017	R18-01523	P18-01198	VENCO WESTERN INC.	\$9,490.73	SSES BACKFLOW
9/27/2017	R18-01550	P18-01233	ENERGY SOLUTION WINDOW TINTING	\$6,353.00	SIMI ES LED LIGHTS BOND FIELD OFFICE
9/27/2017	R18-01551	P18-01234	ENERGY SOLUTION WINDOW TINTING	\$864.00	TS LANDSCAPE & IRRIGATION
10/12/2017	R18-01769	P18-01497	LIMASOL CONSTRUCTION, INC.	\$24,950.00	VISTA ES WINDOW TINTING
10/12/2017	R18-01770	P18-01518	HR TOWERS COMPANY, INC.	\$3,600.00	SIMI ES DEMO OLD & FRAME NEW RESTROOMS
10/12/2017	R18-01775	P18-01499	AARON'S AIR CONDITIONING CO.	\$975.00	AT BOND FIELD OFFICE
10/12/2017	R18-01776	P18-01534	MONTGOMERY HARDWARE CO	\$10,653.05	RHS BOLLARDS
10/12/2017	R18-01777	P18-01500	MONTGOMERY HARDWARE CO	\$6,084.49	SIMI EL HVAC
10/12/2017	R18-01779	P18-01501	MACKEY ELECTRIC	\$6,491.00	SIMI EL BOND FIELD OFFICE NEW DOORS
10/12/2017	R18-01771	P18-01498	ARDALAN CONSTRUCTION CO., INC.	\$24,750.00	AND HARDWARE
10/17/2017	R18-01829	P18-01506	VENCO WESTERN INC.	\$14,359.98	VALLEY VIEW MS DOOR CLOSERS & DOOR
10/17/2017	R18-01832	P18-01536	VENCO WESTERN INC.	\$2,744.91	SVHS PARKING LOT LIGHTING POWER
10/19/2017	R18-01869	P18-01540	SALINAS & SONS ROOTER SERVICE	\$895.00	RHS LIGHTING CONDUITS & WIRING AT PARKING
10/19/2017	R18-01872	P18-01554	SALINAS & SONS ROOTER SERVICE	\$775.00	LOTS
10/25/2017	R18-01940	P18-01626	LIMASOL CONSTRUCTION, INC.	\$24,725.00	VISTA IRRIGATION REPAIRS
10/25/2017	R18-01944	P18-01627	SENEI CONSTRUCTION ENGINEERING	\$11,932.85	SSHS IRRIGATION REPAIRS
10/30/2017	R18-02017	P18-01690	SALINAS & SONS ROOTER SERVICE	\$995.00	VALLEY VIEW MS IRRIGATION & CONTROL

EXHIBIT "A"

Measure X Funded Field Contracts Through 2/1/2018

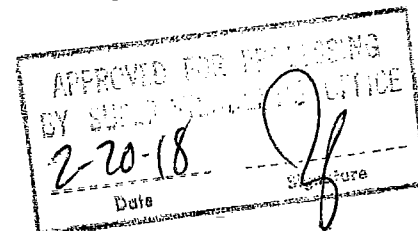
10/31/2017	R18-02062	P18-01755	PRO INSTALLATIONS, INC./ PROSPECTRA CONTRACT FLOORING	\$13,815.00	SIMI ES FLOORING AT BOND FIELD OFFICE
11/1/2017	R18-02070	P18-01756	UNITED MECHANICAL CONTRACTORS	\$703.85	GARDEN GROVE ES HVAC DAMPER AT NURSES OFC
11/2/2017	R18-02113	P18-01804	SALINAS & SONS ROOTER SERVICE	\$695.00	TOWNSHIP ES DRINKING FOUNTAIN DRAIN REPAIR
11/3/2017	R18-02137	P18-01807	SCOTT & SONS ELECTRIC	\$5,872.58	SIMI ES ELECTRICAL SYSTEM REVISIONS FOR BOND FIELD OFFICE
11/3/2017	R18-02134	P18-01805	ARDALAN CONSTRUCTION CO., INC.	\$5,688.97	VISTA ES CONCRETE
11/3/2017	R18-02136	P18-01806	ARDALAN CONSTRUCTION CO., INC.	\$1,478.45	VALLEY VIEW MS DOOR SWING SAFETY STRIPING
11/16/2017	R18-02311	P18-01966	IVS COMPUTER TECHNOLOGY	\$2,622.61	BERYLWOOD SENSORS
11/16/2017	R18-02314	P18-01968	EMPIRE CABLING, INC.	\$1,553.00	VISTA ES EXTERIOR SPEAKER
11/16/2017	R18-02321	P18-01970	FENCE FACTORY	\$8,059.36	RHS FENCE & GATES
11/17/2017	R18-02337	P18-02123	FINISH LINE PAVING INC.	\$19,630.00	SIMI ES BOND FIELD OFFICE PARKING LOT ASPHALT PAVING
11/27/2017	R18-02360	P18-02124	KELLY CLEANING & SUPPLIES	\$490.00	SIMI ES BOND FIELD OFFICE CONST CLEAN UP
12/13/2017	R18-02588	P18-02330	FENCE FACTORY	\$8,557.84	WOOD RANCH ES WROUGHT IRON FENCING
12/13/2017	R18-02583	P18-02328	ARDALAN CONSTRUCTION CO., INC.	\$5,850.00	MADERA ES STORM DRAIN CATCH BASIN
12/13/2017	R18-02585	P18-02329	ARDALAN CONSTRUCTION CO., INC.	\$4,000.00	KNOLLS ES DEMO PILOT CLASSROOMS
12/18/2017	R18-02649	P18-02380	RLD FIRE PROTECTION	\$2,300.00	RHS/SVHS MPR FIRE HYDRANTS TESTING
12/28/2017	R18-02717	P18-02412	LIMASOL CONSTRUCTION, INC.	\$28,400.00	VISTA ES POWER WASH & PAINT STUCCO AT BUILDINGS A,B,C,D & MPR
12/28/2017	WIT18-00378	P18-02528	IVS COMPUTER TECHNOLOGY	\$2,000.00	MADERA UNREINSTALL INTERACTIVE BOARDS AT K2 & C2
1/11/2018	R18-02817	P18-02521	PRIME PAINTING CONTRACTORS	\$13,200.00	VALLEY VIEW MS PAINTING CLASSROOMS
1/12/2018	R18-02836	P18-02580	TECH WALL, INC.	\$8,863.00	MADERA TACKABLE WALLS
1/12/2018	R18-02835	P18-02579	PRIME PAINTING CONTRACTORS	\$7,100.00	MADERA PAINT CLASSROOM BEAUTIFICATION
1/16/2018	R18-02845	P18-02584	HILFORD MOVING & STORAGE	\$599.00	MADERA MOVING CLASS BEAUTIFICATION
1/25/2018	R18-02987	P18-02732	4 SEASONS ROOFING, INC.	\$38,200.00	GARDEN GROVE ROOFING ADMIN BLDG
1/31/2018	R18-03059	P18-02819	RELIABLE FLOOR COVERING	\$6,072.00	MADERA CARPET CLASS BEAUTIFICATION
1/31/2018	R18-03060	P18-02820	RELIABLE FLOOR COVERING	\$16,272.00	MADERA CARPET CLASS BEAUTIFICATION
2/1/2018	R18-03080	P18-02863	TECH WALL, INC.	\$2,373.00	KNOLLS WALL TREATMENT CLASS BEAUTIFICATION
2/1/2018	R18-03081	P18-02864	TECH WALL, INC.	\$12,166.00	VALLEY VIEW WALL TREATMENTS CLASS BEAUTIFICATION
Total Measure X Funded Field Contracts Through 2/1/2018:				\$631,740.91	

**TITLE: APPROVE PURCHASE OF CHROMEBOOKS, CARTS, LICENSES AND
INSTALLATION SERVICES**

Business & Facilities
Consent #16

February 20, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

The District would like to purchase 625 Chromebooks using the CalSAVE Technology Contract, Bid #527683 from CDW-G. These Chromebooks are needed for use by teachers. Carts, licenses, and installation services are also needed for the Chromebooks. The installation services will be provided by MJP Technologies, Inc.

Fiscal Analysis

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
CDW-G	Chromebooks, carts, licenses, recycling fee, and tax. (Exhibit A)	\$223,505.52
MJP	White Glove Installation Services @ \$10/Chromebook	\$ 6,250.00
Total This Authorization:		\$229,755.52

These technology purchases will be funded by Measure X.

Recommendation

It is recommended that the Board of Education approve the purchase of 625 Chromebooks and associated carts, licenses, fees, and taxes using the CalSAVE Technology Contract, Bid #527683 through CDW-G, and White Glove Installation Services through MJP Technologies, Inc.

On a motion # 148 by Trustee Daniel, seconded by Trustee Blay and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, the purchase of 625 Chromebooks and associated carts, licenses, fees, and taxes using the CalSAVE Technology Contract, Bid #527683 through CDW-G, and White Glove Installation Services through MJP Technologies, Inc.

Ayes: Blay, Daniel, Smoller, LaBelle, & Mente Noes: 0 Absent: 0 Abstained: 0

QUOTE CONFIRMATION**DEAR PHIL SCRIVANO,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JNSX346	2/5/2018	625 CHROMEBOOKS	1258714	\$223,322.00

IMPORTANT - PLEASE READ

Fees applied to item(s): 4784238

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Acer Chromebook R 11 C738T-C7KD - 11.6" - Celeron N3060 - 4 GB RAM - 32 GB Mfg. Part#: NX.G55AA.010 UNSPSC: 43211503 Contract: CalSAVE Technology Contract 527683 (527683)	625	4784238	\$271.00	\$169,375.00
Google Chrome Management Console License Mfg. Part#: CROSSWDISEDU UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: CalSAVE Technology Contract 527683 (527683)	625	3577022	\$25.00	\$15,625.00
LocknCharge Carrier 20 Cart™ - Chromebook, Laptop, iPad, Tablet Mfg. Part#: 10129 UNSPSC: 56101535 Contract: CalSAVE Technology Contract 527683 (527683)	7	4593961	\$1,031.00	\$7,217.00
LocknCharge Carrier 40 Cart™ - Chromebook, Laptop, iPad, Tablet Mfg. Part#: 10141 UNSPSC: 56101535 Contract: CalSAVE Technology Contract 527683 (527683)	9	4593962	\$1,474.00	\$13,266.00

RECYCLING FEE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 4" TO LESS THAN 15" Fee Applied to Item: 4784238	625	654809	\$5.00	\$3,125.00

PURCHASER BILLING INFO	SUBTOTAL	\$205,483.00
Billing Address: SIMI VALLEY UNIFIED SCHOOL DISTRICT ATTN: ACCTS PAYABLE 875 COCHRAN ST SIMI VALLEY, CA 93065-1934 Phone: (805) 306-4680 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	RECYCLING FEE	\$3,125.00
	SALES TAX	\$14,714.00
	GRAND TOTAL	\$223,322.00
DELIVER TO	Please remit payments to:	

\$14,897.52
\$223,505.52

7.25%

14,897.52

Rh 2-6-18 Business & Facilities, Consent #16

Shipping Address:
SIMI VALLEY UNIFIED SCHOOL DISTRICT
MJP TECHNOLOGIES
3222 C BUNSEN AVENUE
VENTURA, CA 93003
Shipping Method: FEDEX Ground

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW-G SALES CONTACT INFORMATION



Louis Donzelli

(877) 501-2996

louidon@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdw.com/content/terms-conditions/product-sales.asp>
For more information, contact a CDW account manager.

© 2018 CDW-G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



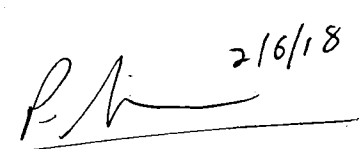
TECHNOLOGIES, INC.

MJP Technologies, Inc
6085 King Dr, Unit 102
Ventura, CA 93003

EXHIBIT "A"
MJP Estimate

Date: 2/6/2018

Estimate # 221576

Name / Address		Ship To	
Simi Valley Unified School District Philip Scrivano 875 East Cochran Street Simi Valley, CA 93065			
		P.O. #	
		Contact: Phil Scrivano	
Description	Qty	Cost	Total
Chromebook Installation Services: White Glove Installation Service-MJP will complete all services at its own warehouse and then deliver ready to plug-in carts fully loaded with the requested number of Chromebooks to each school in the district per the schedule provided. MJP will perform and provide Chromebook services as detailed in RFQ for Chromebook "White Glove Service". Reference document prepared by the district. Project will be completed within requested time frame and MJP will need only 20 working days after receiving all the products and information to complete Price includes delivery and insurance and performance bond cost.	625	10.00	6,250.00
 2/6/18			
Estimate valid for 30 days unless otherwise specified. Email purchase orders to orders@mjp.net or fax to (805)981-3775. Please inspect goods upon receipt. Damage claims must be processed immediately or may not be honored.			
Subtotal: \$6,250.00		Sales Tax: (7.25%) \$0.00	
		Total \$6,250.00	
Quote Valid Until: 06/30/2018		Date: _____	

Print Name: _____

Customer Signature: _____

Phone #: 805-981-9511 Fax # 805-981-3775 E-mail: orders@mjp.net

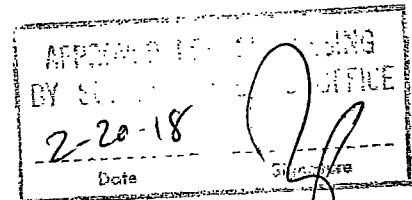
Web Site: www.mjp.net
Business & Facilities, Consent #16

**TITLE: APPROVAL TO PURCHASE NEW ROOFTOP HAVC UNITS FOR
SINALOA MIDDLE SCHOOL FROM SIGLER COMMERCIAL**

Business & Facilities
Consent #24

February 20, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

On March 11, 2014, the Board of Education authorized Resolution No. 74-13/14 which allows for specifying the make, model, and brand HVAC units which fit the existing conditions encountered at each school. The mechanical engineer has identified Carrier HVAC units for replacing the rooftop units at Sinaloa Middle School. The District may purchase the Carrier HVAC units through Sigler Commercial wholesale distributors through the National Joint Powers Alliance Contract #030817-CAR.

Fiscal Analysis

The total cost, excluding taxes, for purchase and delivery of new Carrier HVAC units for rooftop installations at Sinaloa Middle School is \$240,475.00 excluding sales tax as further described in the attached quote (Exhibit "A").

A separate contract will be bid out for removal of the old units, and installation of the new units.

This project will be funded with Measure X funds.

Recommendation

It is recommended that the Board of Education authorize procurement of new Carrier HVAC units from Sigler Commercial utilizing the National Joint Powers Alliance Contract #030817-CAR at a cost of \$240,475.00 plus sales tax.

On a motion # 148 by Trustee Daniel, seconded by Trustee Bryce and carried by a vote of 5/0, the Board of Education ratified, by roll-call-vote, purchase of new Carrier HVAC units from Sigler Commercial for Sinaloa Middle School.

Ayes: Daniel Bryce James LaBelle White Noes: 0 Absent: 0 Abstained: 0



turn to the experts

Sigler

COMMERCIAL HVAC DIVISION

9702 W Tonto Street
Tolleson, AZ 85353Representing Industry Leading
Manufacturers of Commercial
HVAC Products & Solutions**Job Name:** SVUSD Sinaloa Junior High School**Attention:****Job Location:** 601 Royal Ave
Simi Valley, CA 93065**Date:** 02/06/2018**Quote Number:** KES-SC-403**Engineer:** MEDG International
Glendale, CA

We are pleased to quote the following equipment for the above referenced project in accordance with attached terms and conditions.

CARRIER PACKAGE UNITS: BID IN ACCORDANCE WITH CARRIER NJPA CONTRACT# 030817-CAR

Mark For	Qty	Model Number	Description
AC-1, 13, 40	(3)	48HCDD09A2A6	Nominal 8.5 Ton 12.0 EER Gas Heat/ Elec Cool Package Unit 460-3 <ul style="list-style-type: none"> Two Stage Heat; 90/125 MBH Natural Gas Input at Sea Level Two Stage Cooling Belt Drive Motor 2-Speed Indoor Fan (VFD) Controller
AC-2, 4, 12, 16, 27, 38, 39	(7)	48HCLA06A2A6	Nominal 5 Ton 15.2 SEER Gas Heat/ Elec Cool Package Unit 460-3 <ul style="list-style-type: none"> Low NOx, Stainless Steel Heat Exchanger Single Stage Heat; 60 MBH Natural Gas Input at Sea Level Single Stage Cooling Belt Drive Motor
AC-3, 5 to 11, 14, 15, 17 to 26, 28 to 37	(30)	48HCLA05A2A6	Nominal 4 Ton 15.6 SEER Gas Heat/ Elec Cool Package Unit 460-3 <ul style="list-style-type: none"> Low NOx, Stainless Steel Heat Exchanger Single Stage Heat; 60 MBH Natural Gas Input at Sea Level Single Stage Cooling Belt Drive Motor
AC-41	(1)	48VLNC240403	Nominal 2 Ton 14.0 SEER Gas Heat/ Elec Cool Package Unit 208/230-1 <ul style="list-style-type: none"> Low NOx Unit Single Stage Heat; 40 MBH Natural Gas Input at Sea Level Single Stage Cooling Direct Drive Motor
AC-42	(1)	48HCMA04A2A6	Nominal 3 Ton 15.0 SEER Gas Heat/ Elec Cool Package Unit 460-3 <ul style="list-style-type: none"> Low NOx, Stainless Steel Heat Exchanger Single Stage Heat; 90 MBH Natural Gas Input at Sea Level Single Stage Cooling Belt Drive Motor
AC-43 & 44	(2)	48HCDD08A2A6	Nominal 7.5 Ton 12.0 EER Gas Heat/ Elec Cool Package Unit 460-3 <ul style="list-style-type: none"> Two Stage Heat; 90/125 MBH Natural Gas Input at Sea Level Two Stage Cooling Belt Drive Motor 2-Speed Indoor Fan (VFD) Controller

Template
5.0

Version:

This quote is subject to attached terms and conditions

LG Revised: 12/31/2015

SVUSD Sinaloa Junior High School

Mark For	Qty	Model Number	Description
	(39)		Horizontal Adjustable Dry Bulb Economizer with Barometric Relief
	(5)		Vertical Adjustable Dry Bulb Economizer with Barometric Relief
	(5)		2 Speed VFD Display Kit (required for VFD programming)
	(1)		Compressor Hard Start Kit (AC-41)
	(1)		240V Crankcase Heater (AC-41)
	(44)		Equipment Startup AC-1 ~44
	(44)		1st yr Labor Warranty provide by Russell Sigler Inc

Accessories listed separately above are field installed.

Excludes:

- Pleated Filters and Spare Sets of Filters
- Spare Belts, Drives/ Pulleys
- **Roof Curbs (Shown to be Existing)**
- **Roof Curb Adapters or Duct Transitions (If existing is Carrier, an adapter may not be required)**
- Roof Curb Cant Strip and Insulation
- **External Vibration Isolation Roof Curbs/ Mounts/ Rails/ Seismic Restraints**
- Smoke Detectors
- Convenience Outlets or Disconnects
- **Corrosion Resistant Coatings, Copper Fins**
- Thermostats, Thermostat Wire & Conduit
- DDC Controls, Control Sensors, Controls Switches, Unitary Interface Controllers
- Parts & Labor For Test & Balance
- Parts & Accessories for Existing Equipment
- Installation Inspection & Start Up, Labor Warranties or Owner Training
- Maintenance & Service Contracts, Occupancy Adjustments, and Periodic Cleaning
- Functional Testing or Equipment Demonstration
- Equipment not mentioned above

Warranty:

- 1st Year Complete Unit Parts & Labor
- 5 Year Compressor Parts Only
- 10 Year Aluminized Heat Exchanger Parts Only
- 15 Year Stainless Steel Heat Exchanger Parts Only

Bid per drawings M100 to M102, M201 to M204, M301, and MT24.1 to MT24.3, dated 10/27/2017 only (no specifications). Equipment, Accessories and Services not specifically mentioned above are EXCLUDED.

Total Net Sell Price (Excludes Sales Tax) FOB, FFA Factory:	\$ 240,475.00
--	----------------------

We appreciate your consideration of this quotation and would like to thank you for your interest in Sigler products and services. Should you have any questions concerning the above quotation, please feel free to contact us.

Sincerely,

Bid Desk

Sigler

Commercial HVAC Division

Template
5.0

Version:

LG Revised: 12/31/2015

SVUSD Sinaloa Junior High School

ADDENDUM A

This quotation is based on the following terms and conditions, which are a material part therefore:

1. Shipment will be by a common carrier, FOB place of shipment, with Seller to prepay freight to the first destination. Seller reserves the right to control the routing. When any other than seller's regular method of shipment is used, the prepaid freight will not exceed the lowest of published prices for the regular method of shipment. Special handling charges by the carrier will be paid by buyer. Title passes to Buyer upon delivery to common carrier.
2. Prices are exclusive of any applicable city, state, or federal excise tax, including without limitations, taxes on manufacture, transaction privilege, sales, use, receipt, gross income, occupation and similar taxes. Any applicable taxes shall be added to the invoice as a separate charge paid by Buyer.
3. The prices contained in this quotation are firm for thirty (30) days from the date of this Quotation, at which time they are subject to change without notice.
4. Standard terms of payment are Net 30 days from date of invoice, but are subject to prior and continuing credit approval by Seller. Subsequent payments are to bear interest at 1-1/2% per month or as otherwise limited by applicable law.
5. This quote is for only the merchandise specified in detail herein. All other merchandise and services required for Buyer's job are not included in this quote.
6. Delivery dates are based on current information. Seller is not liable for any delay beyond its control.
7. **SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR AS TO THE FITNESS OF MERCHANDISE FOR ANY PARTICULAR USE OR PURPOSE, AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF SUCH MERCHANDISE OR FOR CONSEQUENTIAL DAMAGES.** Warranties on the merchandise are extended solely by the manufacturer. Seller makes no warranties on labor. No back-charges or merchandise returns for credit are accepted on behalf of manufacturer without prior written authorization by Seller's Service Operations Manager and then only upon the conditions and procedures set forth by the manufacturer.
8. Seller is not liable for sales or engineering drawings, plans or specifications rendered in connection with the merchandise, or factory supervision of any installation or start-up.
9. Buyer hereby gives and grants Seller a purchase money security interest in all of the merchandise set forth in this quote, to secure Buyer's obligation to pay for the merchandise, which security interest shall be effective until such time as payment is received by Seller. Seller shall have the right, in addition to all others it may possess, at any time, for credit reasons or because of Buyer's default, to withhold shipment of merchandise, in whole or part, and to recall goods in transit and retake the, and repossess all goods which may be stored with Seller for Buyer's account, without the necessity of undertaking any other actions. Buyer consents that all the merchandise so recalled, retaken or repossessed shall become Seller's absolute property, provided that Buyer is given full credit therefore. The forgoing shall not be construed as limiting, any other rights or remedies available to Seller as a result of Buyer's default.
10. These terms and conditions shall supersede any provisions, terms and conditions contained on any confirmation order, or other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof. This quotation may be modified only in a subsequent writing signed by both parties.
11. Acceptance of this offer is expressly limited to the exact term contained herein and any attempt to alter or omit any such term shall be deemed a rejection and counteroffer. If this quotation is accepted, and Buyer's order form is used for the purpose, it is expressly understood and agreed that the terms and conditions contained in this quotation shall prevail over any and all terms and conditions set forth in Buyer's order form. Issuance of such order by Buyer shall be deemed to note Buyer's assent to the terms and conditions contained in this quotation. Acceptance of this quotation by Buyer with language which contains the term: "in accordance with plans and specification" or similar language, shall be deemed ineffective as to such language and will be treated as acceptance without such term.

Accepted By: _____

Quote Date: 02/06/2018

Title: _____

Quote Number: KES-SC-403

Date: _____

PO Number:

Total Sell Price excluding sales tax: _____

Job Name: SVUSD Sinaloa Junior High School

Template
5.0

Version:

LG Revised: 12/31/2015

SVUSD Sinaloa Junior High School

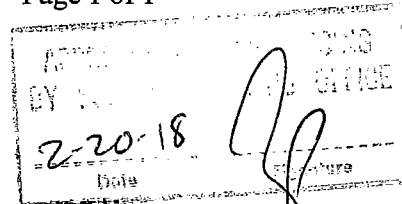
**TITLE: APPROVAL OF PURCHASE OF COMPUTERS FOR SCHOOL
OFFICE STAFF AND ELEMENTARY TEACHERS THROUGH
MEASURE X FUNDING**

Business & Facilities
Action #1

February 20, 2018

Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

As part of the technology bond budget planning, staff recommends replacement of District computers. This is necessary as current teacher laptops districtwide are over four years old, and becoming increasingly unreliable while exhibiting high rates of failure. School site office computers were purchased as refurbished units over four years ago, and are both failing and not up to specifications for Windows 10.

Replacement of computers is planned over a three year period. One third of the District's computers will be replaced each year, beginning with elementary schools, then middle schools and district office, then high schools. This being the first year, elementary teacher laptops and elementary office desktop computers are scheduled for replacement. The replacement of elementary teacher laptops will provide plenty of current model spare laptops for middle and high schools.

Fiscal Analysis

Quantities include 45 desktop computers for school office staff at a cost of \$44,681.69 and 430 laptop computers for elementary school teachers at a cost of \$693,272.02, purchased through Dell using the NASPO ValuePoint Contract. Quotes are attached as "Exhibit A". This expenditure will be funded with Measure X Bond funds.

Board adopted Resolution No. 01-17/18, Participating in Bids/Contracts of Other Public Corporations and Agencies Throughout the 2017-2018 Fiscal Year, at the August 15, 2017 Board Meeting.

Recommendation

It is recommended that the Board of Education approve the purchase of computers for school office staff and elementary teachers.

On a motion # 155 by Trustee Daniels, seconded by Trustee LaBelle and carried by a vote of 5/0, the Board of Education approved, by roll-call-vote, the purchase of computers for school office staff and elementary teachers.

Ayes: Daniels Smoller LaBelle White Noes: 0 Absent: 0 Abstained: 0

Exhibit: **A**Date: **2/20/18** Action # **1**

Sales rep: Walker Milligan | 3000022261222.1

**A quote for your consideration!**

Total: \$44,681.69

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number:

3000022261222.1

Quote date:

Feb. 14, 2018

Quote expiration:

Mar. 16, 2018

Deal ID:

11393177

Company name:

SIMI VALLEY UNIFIED SCHOOL DIS

Customer number:

2398543

Phone:

(805) 520-6680

Purchase Order:

p1801987

Sales rep information:

Walker Milligan
Walker_Milligan@DELL.com
(800) 456-3355
Ext: 5133861

Billing Information:

SIMI VALLEY UNIFIED
SCHOOL DIS
875 COCHRAN ST
SIMI VALLEY
CA 93065-1934
US
(805) 520-6680

Pricing Summary

Item	Qty	Unit Price	Subtotal
OptiPlex 5050 MFF	45	\$811.90	\$36,535.50
Dell OptiPlex Micro VESA Mount	45	\$18.20	\$819.00
Dell 20 Monitor - P2016	45	\$98.22	\$4,419.90
		Subtotal:	\$41,774.40
		Shipping:	\$0.00
		Environmental Fees:	\$270.00
		Non-Taxable Amount:	\$5,668.20
		Taxable Amount:	\$36,376.20
		Estimated Tax:	\$2,637.29
		Total:	\$44,681.69

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,
Walker Milligan

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
BETH MCMURRY	(805) 306-4500	Standard Ground	875 COCHRAN ST SIMI VALLEY CA 93065-1934 US

SKU	Description	Qty	Unit Price	Subtotal
	OptiPlex 5050 MFF	45	\$811.90	\$36,535.50
	Estimated delivery date: Feb. 22, 2018			
	Contract No: WN03AGW			
	Customer Agreement No: MNWNC-108/7157034003			
210-AKIW	OptiPlex 5050 MFF XCTO	45	-	-
338-BKYN	Intel Core i7-7700T (QC/8MB/8T/2.9GHz/35W); supports Windows 10/Linux	45	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	45	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	45	-	-
370-ADJH	16GB (2x8GB) 2400MHz DDR4	45	-	-
400-ANPQ	256GB 2.5inch SATA Class 20 Solid State Drive	45	-	-
575-BBBI	No Integrated Stand option	45	-	-
401-AANH	2nd Hard Drive: not included	45	-	-
555-BBFO	No Wireless	45	-	-
555-BBFO	No Wireless	45	-	-
461-AABV	No Accessories	45	-	-
329-BDIQ	OptiPlex 5050 MFF with 65W up to 87% efficient adaptor	45	-	-
631-ABFC	Intel Standard Manageability	45	-	-

525-BBCL	SupportAssist	45	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	45	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	45	-	-
658-BBRB	Waves Maxx Audio	45	-	-
658-BCUV	Dell Developed Recovery Environment	45	-	-
620-AALW	OS-Windows Media Not Included	45	-	-
387-BBLW	E-Star 6.1 & TCO 5.0 Driver, Service Install Module	45	-	-
575-BBKX	No Hard Drive Bracket for Small Form Factor, Dell OptiPlex	45	-	-
450-ABED	Power Cord	45	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	45	-	-
340-ABJI	No Diagnostic/Recovery CD media	45	-	-
340-BKEZ	Documentation, English, French, Dell OptiPlex 5050 MFF	45	-	-
332-1286	US Order	45	-	-
389-BLST	Intel Core i7 Processor Label	45	-	-
329-BBJL	TPM Enabled	45	-	-
551-BBBJ	No Intel Responsive	45	-	-
389-BCGW	No UPC Label	45	-	-
389-BRKV	Regulatory Label Opti 5050	45	-	-
389-BBUU	Shipping Label for DAO	45	-	-
389-BRKR	Ship Material Micro for Opti 5050	45	-	-
817-BBBC	Not selected in this configuration	45	-	-
450-ADTR	65W AC Adapter	45	-	-
800-BBIO	Desktop BTO Standard shipment	45	-	-
632-BBBJ	CMS Software not included	45	-	-
461-AABF	No CompuTrace	45	-	-
817-BBBB	No FGA	45	-	-
804-9043	Dell Limited Hardware Warranty Plus Service	45	-	-
804-9091	ProSupport Plus: Accidental Damage Service, 3 Years	45	-	-

804-9092	ProSupport Plus: Keep Your Hard Drive, 3 Years	45	-	-
804-9093	ProSupport Plus: Next Business Day Onsite 3 Years	45	-	-
804-9094	ProSupport Plus: 7x24 Technical Support, 3 Years	45	-	-
580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black	45	-	-
275-BBBW	Dell MS116 Wired Mouse, Black	45	-	-
470-AAJL	NO ADAPTER	45	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell OptiPlex Micro VESA Mount	45	\$18.20	\$819.00
	Estimated delivery date: Feb. 22, 2018			
	Contract No: WN03AGW			
	Customer Agreement No: MNWNC-108/7157034003			

482-BBBP	Dell OptiPlex Micro VESA Mount	45	-	-
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SKU	Description	Qty	Unit Price	Subtotal
	Dell 20 Monitor - P2016	45	\$98.22	\$4,419.90
	Estimated delivery date: Feb. 22, 2018			
	Contract No: WN03AGW			
	Customer Agreement No: MNWNC-108/7157034003			

210-AGQV	Dell 20 Monitor - P2016, 49.4cm (19.5"), HAS, Widescreen, Wide Viewign Angle, VGA/DP	45	-	-
814-9381	Dell Limited Hardware Warranty	45	-	-
814-9382	Advanced Exchange Service, 3 Years	45	-	-

Subtotal:	\$41,774.40
Shipping:	\$0.00
Environmental Fees:	\$270.00
Estimated Tax:	\$2,637.29
Total:	\$44,681.69

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for Consumer warranties ; for Commercial warranties).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer;Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P.

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.



A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total: \$
693,272.02

Quote number:	Quote date:	Quote expiration:	Deal ID:
3000022034871.1	Feb. 7, 2018	Mar. 1, 2018	11393177

Company name:	Customer number:	Phone:
SIMI VALLEY UNIFIED SCHOOL DIS	2398543	(805) 520-6680

Sales rep information:	Billing Information:
Walker Milligan Walker_Milligan@DELL.com (800) 456-3355 Ext: 5133861	SIMI VALLEY UNIFIED SCHOOL DIS 875 COCHRAN ST SIMI VALLEY CA 93065-1934 US (805) 520-6680

Pricing Summary

Item	Qty	Unit Price	Subtotal
Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	430	\$45.52	\$19,573.60
Latitude 12 5285	430	\$1,308.05	\$562,461.50
Dell Latitude 5285 Travel Keyboard	430	\$87.48	\$37,616.40
Dell Active Pen - PN557W	430	\$36.41	\$15,656.30
Targus Commercial Grade Case for Dell Latitude 12 5285 & 5290 2-in-1	430	\$40.64	\$17,475.20
Subtotal:			\$652,783.00
Shipping:			\$0.00
Environmental Fees:			\$2,150.00
Non-Taxable Amount:			\$126,119.00
Taxable Amount:			\$528,814.00
Estimated Tax:			\$38,339.02
Total:			\$693,272.02

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

Walker Milligan

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
BETH MCMURRY	(805) 520-6680	Standard Ground	875 COCHRAN ST SIMI VALLEY CA 93065-1934 US

SKU	Description	Qty	Unit Price	Subtotal
	Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	430	\$45.52	\$19,573.60
	Estimated delivery date: Feb. 15, 2018			
	Contract No: WN03AGW			
	Customer Agreement No: MNWNC-108/7157034003			

470-ABQN	Dell Adapter - USB-C to HDMI/VGA/Ethernet/USB 3.0	430	-	-
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SKU	Description	Qty	Unit Price	Subtotal
	Latitude 12 5285	430	\$1,308.05	\$562,461.50
	Estimated delivery date: Mar. 8, 2018			
	Contract No: WN03AGW			
	Customer Agreement No: MNWNC-108/7157034003			

210-AKSN	Dell Latitude 5285, CTO	430	-	-
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379-BCPM	7th Generation Intel Core i7-7600U (Dual Core, 2.80Gz, 4MB cache)	430	-	-
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619-AKCZ	Win10 Pro 64bit Nat'l Aca Std. K12 EDU only. MSFT LOE Approval req'd. ENG/FR/SP MUI	430	-	-
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658-BCSB	Microsoft(R) Office 30 Days Trial	430	-	-
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338-BLHM	Intel Core i7 vPro CPU, 16GB LPDDR3	430	-	-
----------	-------------------------------------	-----	---	---

631-ABHW	Intel vPro Technology Advanced Management Features	430	-	-
----------	--	-----	---	---

631-ABHY	Intel Sensor Solution	430	-	-
----------	-----------------------	-----	---	---

400-AOTF	M.2 256GB SATA Class 20 Solid State Drive	430	-	-
391-BDFF	31.2cm (12.3") 3:2 1920x1280 Touch with Corning Gorilla Glass 4 with HD Cam, AR + AS, 340 nits	430	-	-
570-AADK	No Mouse	430	-	-
555-BDLI	Intel Dual-Band Wireless-AC 8265 Driver (with Bluetooth)	430	-	-
470-ACHO	WWAN Antenna with cable with WLAN /WLAN+WWAN config	430	-	-
555-BDIB	Intel Dual-Band Wireless-AC 8265 Wireless Card (2x2)	430	-	-
575-BBMD	WLAN/WIGIG Bracket	430	-	-
362-BBBB	No Wireless WWAN Card	430	-	-
451-BBZD	Primary 4-cell 42W/HR Battery	430	-	-
492-BBXQ	E5 45W Type C (PCR Material), Liteon	430	-	-
525-0062	Dell Endpoint Security Suite Enterprise, 3 Years	430	-	-
807-9602	ProSupport for Software, Dell Endpoint Security Suite Enterprise, 3 Years	430	-	-
817-BBBB	No FGA	430	-	-
450-AAEJ	US Power Cord	430	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	430	-	-
340-BLBT	Placemat, FRE/ENG	430	-	-
340-ACQQ	No Option Included	430	-	-
332-1286	US Order	430	-	-
387-BBIT	Energy Star 6.1	430	-	-
452-BBSE	No Docking Station	430	-	-
389-BCGW	No UPC Label	430	-	-
328-BCNE	System Shipment China Packaging	430	-	-
328-BCNF	Shipment Material - Shuttle	430	-	-
328-BCNG	System Shipment, Latitude (TPM-enabled)	430	-	-
328-BCNH	Notebook Ship Shuttle DAO	430	-	-
340-AAPP	Direct ship Info Mod	430	-	-
575-BBCH	No Stand included	430	-	-

389-BROJ	Intel Core i7 vPRO Label	430	-	-
525-0131	Dell Command Power Manager (DCPM)	430	-	-
525-BBCL	SupportAssist	430	-	-
631-ABHB	Latitude 5285 Software Driver	430	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	430	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	430	-	-
658-BCUV	Dell Developed Recovery Environment	430	-	-
620-AAOH	No Media	430	-	-
800-BBGS	BTO Standard Shipment (M)	430	-	-
610-BBUW	Dell Latitude 5285 Flex 3	430	-	-
409-BCUS	Intel Rapid Storage Technology	430	-	-
389-BTQC	Regulatory Label, 8265 WL	430	-	-
975-3461	Dell Limited Hardware Warranty Extended Year(s)	430	-	-
997-8317	Dell Limited Hardware Warranty	430	-	-
997-8366	ProSupport Plus: Next Business Day Onsite, 1 Year	430	-	-
997-8367	Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	430	-	-
997-8380	ProSupport Plus: 7x24 Technical Support, 3 Years	430	-	-
997-8381	ProSupport Plus: Next Business Day Onsite, 2 Year Extended	430	-	-
997-8382	ProSupport Plus: Keep Your Hard Drive, 3 Years	430	-	-
997-8383	ProSupport Plus: Accidental Damage Service, 3 Years	430	-	-
366-0319	Basic Deployment Dell Client PC System Configuration	430	-	-
378-6610	ProDeploy, Basic, Factory Install, Config Services	430	-	-
810-1356	Basic Deployment Dell Client PC	430	-	-
320-BCDS	Black Back cover, no FPR, no SC, no NFC, with uSIM opening	430	-	-
SKU	Description	Qty	Unit Price	Subtotal
	Dell Latitude 5285 Travel Keyboard	430	\$87.48	\$37,616.40

Estimated delivery date: Feb. 15, 2018

Contract No: WN03AGW

Customer Agreement No: MNWNC-108/7157034003

580-AGFT

Kit - Dell Latitude 5285 Travel Keyboard

430

SKU

Description

Qty

Unit Price

Subtotal

Dell Active Pen - PN557W

430

\$36.41

\$15,656.30

Estimated delivery date: Feb. 15, 2018

Contract No: WN03AGW

Customer Agreement No: MNWNC-108/7157034003

750-AATY

Dell Active Pen - PN557W, Customer Install

430

SKU

Description

Qty

Unit Price

Subtotal

Targus Commercial Grade Case for Dell Latitude 12 5285 & 5290 2-in-1

430

\$40.64

\$17,475.20

Estimated delivery date: Feb. 26, 2018

Contract No: WN03AGW

Customer Agreement No: MNWNC-108/7157034003

A9542209

Targus Commercial Grade Case for Dell Latitude 12 5285 & 5290 2-in-1

430

Subtotal: \$652,783.00

Shipping: \$0.00

Environmental Fees: \$2,150.00

Estimated Tax: \$38,339.02

Total: \$693,272.02

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for Consumer warranties ; for Commercial warranties):

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer;Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P.

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

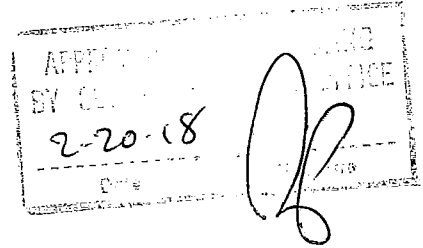
For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

TITLE: RECEIVE MEASURE X BOND PERFORMANCE AUDIT

Business and Facilities
Information #2

February 20, 2018
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background

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

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

The auditor's stated objectives were to:

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

The performance audit reflects expenditures and transfers for the 2016/17 fiscal year. The conclusion portion of the audit indicates that, in all significant respects, the Simi Valley Unified School District has properly accounted for the expenditures associated with the Measure X bond funds, and such expenditures were made on authorized bond projects.

Recommendation

This presentation is for information only.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

**BUILDING FUND (MEASURE X)
FINANCIAL AND PERFORMANCE AUDITS**

JUNE 30, 2017

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**FINANCIAL AUDIT
TABLE OF CONTENTS
JUNE 30, 2017**

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FINANCIAL SECTION



VAVRINEK, TRINE, DAY & CO., LLP
Certified Public Accountants

VALUE THE *difference*

INDEPENDENT AUDITOR'S REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of the Simi Valley Unified School District's (the District) Building Fund (Measure X), as of and for the year ended June 30, 2017, and the related notes to the financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of financial statements, whether due to error or fraud. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to previously present fairly, in all material respects, the financial position of the Building Fund (Measure X) of the Simi Valley Unified School District at June 30, 2017, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Building Fund specific to Measure X, and are not intended to present fairly the financial position and changes in financial position of Simi Valley Unified School District in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Matters

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Simi Valley Unified School District's basic financial statements. The accompanying supplementary information as listed on the table of contents is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The accompanying supplementary information is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 17, 2018, on our consideration of the District Building Fund (Measure X) internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's Building Fund (Measure X) internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's Building Fund (Measure X) internal control over financial reporting and compliance.

Vavrinek, Trine, Day & Co. LLP

Rancho Cucamonga, California
January 17, 2018

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING (MEASURE X)**

**BALANCE SHEET
JUNE 30, 2017**

ASSETS

Deposits and investments	\$ 69,972,737
Accounts receivable	5,226
Due from other funds	<u>9,337</u>
Total Assets	<u><u>\$ 69,987,300</u></u>

LIABILITIES AND FUND BALANCE

Liabilities:

Accounts payable	\$ 1,383,340
Due to other funds	<u>1,876</u>
Total Liabilities	<u><u>1,385,216</u></u>

Fund Balance:

Restricted for capital projects funds	<u>68,602,084</u>
Total Liabilities and Fund Balance	<u><u>\$ 69,987,300</u></u>

The accompanying notes are an integral part of these financial statements.

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE
FOR THE YEAR ENDED JUNE 30, 2017**

REVENUES

Interest income	\$	3,349
-----------------	----	-------

EXPENDITURES

Current

Capital outlay

Land improvements	293,345
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Building and improvements to buildings	1,107,920
--	-----------

Total Expenditures	<u>1,401,265</u>
---------------------------	------------------

Other Financing Sources

Other sources - proceeds from bond issuance	70,000,000
---	------------

NET CHANGE IN FUND BALANCE	68,602,084
-----------------------------------	------------

FUND BALANCE - BEGINNING	-
---------------------------------	---

FUND BALANCE - ENDING	<u><u>\$ 68,602,084</u></u>
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The accompanying notes are an integral part of these financial statements.

SIMI VALLEY UNIFIED SCHOOL DISTRICT BUILDING FUND (MEASURE X)

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

Financial Reporting Entity

The financial statements include only the Building Fund of the Simi Valley Unified School District used to account for Measure X projects. This Fund was established to account for the expenditures of general obligation bonds issued under the General Obligation Bonds, Election of 2016. These financial statements are not intended to present fairly the financial position and results of operations of the Simi Valley Unified School District in compliance with accounting principles generally accepted in the United States of America.

Fund Accounting

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

Basis of Accounting

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

Budgets and Budgetary Accounting

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT BUILDING FUND (MEASURE X)

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2017

Encumbrances

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

Fund Balance - Building Fund (Measure X)

As of June 30, 2017, the fund balance is classified as follows:

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

Spending Order Policy

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

Use of Estimates

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

NOTE 2 - INVESTMENTS

Policies and Practices

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

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

Investment in County Treasury

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

	Reported Amount
Deposits with County Treasurer	<u>\$ 69,972,737</u>

General Authorizations

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

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

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value is to changes in market interest rates. The District manages its exposure to interest rate risk by investing in the Ventura County Investment Pool.

Specific Identification

Information about the sensitivity of the fair values of the District's investments to market interest rate fluctuation is provided by the following schedule that shows the distribution of the District's investment by maturity:

<u>Investment Type</u>	<u>Reported Amount</u>	<u>Average Days to Maturity</u>
Ventura County Treasury Investment Pool	<u>\$ 69,972,737</u>	181

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by the California Government Code, the District's investment policy, or debt agreements, and the actual rating as of the year end for each investment type.

<u>Investment Type</u>	<u>Reported Amount</u>	<u>Minimum Legal Rating</u>	<u>Moody's Rating June 30, 2017</u>
Ventura County Treasury Investment Pool	<u>\$ 69,972,737</u>	Not Required	AAAF

NOTE 3 - FAIR VALUE MEASUREMENTS

The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value. The following provides a summary of the hierarchy used to measure fair value:

Level 1 - Quoted prices in active markets for identical assets that the District has the ability to access at the measurement date. Level 1 assets may include debt and equity securities that are traded in an active exchange market and that are highly liquid and are actively traded in over-the-counter markets.

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, such as interest rates and curves observable at commonly quoted intervals, implied volatilities, and credit spreads. For financial reporting purposes, if an asset has a specified term, a Level 2 input is required to be observable for substantially the full term of the asset.

Level 3 - Unobservable inputs should be developed using the best information available under the circumstances, which might include the District's own data. The District should adjust that data if reasonably available information indicates that other market participants would use different data or certain circumstances specific to the District are not available to other market participants.

Uncategorized - Investments in the Ventura County Treasury Investment Pool are not measured using the input levels above because the District's transactions are based on a stable net asset value per share. All contributions and redemptions are transacted at \$1.00 net asset value per share.

The District's fair value measurements are as follows at June 30, 2017:

<u>Investment Type</u>	Reported	
	Amount	Uncategorized
Ventura County Treasury Investment Pool	<u>\$ 69,972,737</u>	<u>\$ 69,972,737</u>

NOTE 4 - ACCOUNTS RECEIVABLE

Accounts receivable at June 30, 2017, consisted of the following:

Interest	<u>\$ 5,226</u>
----------	-----------------

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2017**

NOTE 5 – INTERFUND ACTIVITY (DUE TO/DUE FROM)

Interfund Activity at June 30, 2017, consisted of the following:

Due from the General fund to cover 2016-2017 expenditures.	<u>\$ 9,337</u>
--	-----------------

Due to the General Fund to cover 2016-2017 support salaries	<u>\$ 1,876</u>
---	-----------------

NOTE 6 - ACCOUNTS PAYABLE

Accounts payable at June 30, 2017, consisted of the following:

Capital outlay	<u>\$ 1,383,340</u>
----------------	---------------------

NOTE 7 - FUND BALANCE

The fund balance at June 30, 2017, consisted of the following:

Restricted	
Capital projects	<u>\$ 68,602,084</u>

NOTE 8 - COMMITMENTS AND CONTINGENCIES

Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the District at June 30, 2017.

SUPPLEMENTARY INFORMATION

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**SCHEDULE OF LONG-TERM OBLIGATIONS
JUNE 30, 2017**

Summary

The changes in the District Building Fund (Measure X) long-term obligations during the year consisted of the following:

	Balance July 1, 2016	Additions	Deductions	Balance June 30, 2017	Due in One Year
General Obligation Bonds					
2016 Series A (2017)	\$ -	\$ 70,000,000	\$ -	\$ 70,000,000	\$ -
	<u>\$ -</u>	<u>\$ 70,000,000</u>	<u>\$ -</u>	<u>\$ 70,000,000</u>	<u>\$ -</u>

General Obligation Bonds

The general obligation bonded debt is as follows:

Issue Date	Maturity Date	Interest Rate	Original Issue	Bonds Outstanding July 1, 2016	Additions	Redeemed and Refunded	Bonds Outstanding June 30, 2017
June 29, 2017	2047	2.00-5.00%	70,000,000	-	70,000,000	-	70,000,000
				<u>\$ -</u>	<u>\$ 70,000,000</u>	<u>\$ -</u>	<u>\$ 70,000,000</u>

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**SCHEDULE OF LONG-TERM OBLIGATIONS
JUNE 30, 2017**

Debt Service Requirements to Maturity

The bonds mature through 2047 as follows:

Year Ending June 30,	Principal	Current Interest to Maturity	Total
2018	\$ -	\$ 1,577,626	\$ 1,577,626
2019	7,100,000	2,607,988	9,707,988
2020	4,570,000	2,468,438	7,038,438
2021	-	2,399,888	2,399,888
2022	-	2,399,888	2,399,888
2023-2027	-	11,999,438	11,999,438
2028-2032	5,320,000	11,468,031	16,788,031
2033-2037	10,075,000	10,048,656	20,123,656
2038-2042	16,870,000	7,177,181	24,047,181
2043-2047	26,065,000	2,772,900	28,837,900
Total	<u>\$ 70,000,000</u>	<u>\$ 54,920,034</u>	<u>\$ 124,920,034</u>

General Obligation Bonds, Election 2016, Series A

In June 2017, the District issued \$70,000,000 principal amount of the 2016 General Obligation Bonds, Series A. The 2016 General Obligation Bonds, Series A were issued as current interest bonds. The bonds mature through August 2046, with interest rates from 2.00 to 5.00 percent. Proceeds from the sale of the bonds were used to modernize and upgrade outdated school facilities and pay costs of issuance of the refunding bonds. At June 30, 2017, the principal outstanding balance was \$70,000,000 and unamortized premiums of \$4,923,421.

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**RECONCILIATION OF ANNUAL FINANCIAL REPORT WITH AUDITED
FINANCIAL STATEMENTS
JUNE 30, 2017**

There were no adjustments to the Unaudited Actual Financial Report, which required reconciliation to the audited financial statements at June 30, 2017.

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**NOTE TO SUPPLEMENTARY INFORMATION
JUNE 30, 2017**

NOTE 1 - PURPOSE OF SCHEDULES

Schedule of Long-Term Obligations

This schedule provides a debt repayment schedule associated with the bond proceeds received through issuance of Building Fund (Measure X) obligations.

Reconciliation of Annual Financial Report With Audited Financial Statements

This schedule provides the information necessary to reconcile the fund balance of the Building Fund (Measure X) reported on the Unaudited Actual Financial Report to the audited financial statements.

INDEPENDENT AUDITOR'S REPORT



VAVRINEK, TRINE, DAY & CO., LLP
Certified Public Accountants

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the accompanying financial statements of the Simi Valley Unified School District (the District) Building Fund (Measure X), as of and for the year ended June 30, 2017, and the related notes of the financial statements, and have issued our report thereon dated January 17, 2018.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Building Fund specific to Measure X, and are not intended to present fairly the financial position and changes in financial position of Simi Valley Unified School District in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of This Report

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

Vavrinek, Trine, Day & Co. LLP

Rancho Cucamonga, California
January 17, 2018

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**FINANCIAL STATEMENT FINDINGS
JUNE 30, 2017**

None reported.

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
JUNE 30, 2017**

There were no audit findings reported in the prior year's schedule of financial statement findings.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

**BUILDING FUND (MEASURE X)
PERFORMANCE AUDIT**

JUNE 30, 2017

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**PERFORMANCE AUDIT
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JUNE 30, 2017**

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Certified Public Accountants

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INDEPENDENT AUDITOR'S REPORT ON PERFORMANCE

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

We were engaged to conduct a performance audit of the Simi Valley Unified School District (the District) Building Fund (Measure X) for the year ended June 30, 2017.

We conducted this performance audit in accordance with the standards applicable to performance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusion based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our conclusions based on our audit objectives.

Our audit was limited to the objectives listed within the report which includes determining the District's compliance with the performance requirements as referred to in Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution. Management is responsible for the District's compliance with those requirements.

In planning and performing our performance audit, we obtained an understanding of the District's internal control in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution, but not for the purpose of expressing an opinion of the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

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

Vavrinek, Trine, Day & Co., LLP

Rancho Cucamonga, California
January 17, 2018

SIMI VALLEY UNIFIED SCHOOL DISTRICT BUILDING FUND (MEASURE X)

JUNE 30, 2017

AUTHORITY FOR ISSUANCE

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

The District received authorization at an election held on November 8, 2016, to issue bonds of the District in an aggregate principal amount not to exceed \$239,000,000 to finance specific construction and renovation projects approved by eligible voters within the District. The proposition required approval by at least 55 percent of the votes cast by eligible voters within the District (the 2016 Authorization). The Bond represents the first series of the authorized bonds to be issued under the 2016 Authorization. Following this issuance of the Series A Bonds, the principal amount remaining under the 2016 Authorization will be \$169,000,000.

PURPOSE OF ISSUANCE

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

AUTHORITY FOR THE AUDIT

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

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT BUILDING FUND (MEASURE X)

JUNE 30, 2017

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

OBJECTIVES OF THE AUDIT

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

SCOPE OF THE AUDIT

The scope of our performance audit covered the period of July 1, 2016, to June 30, 2017. The population of expenditures tested included all object and project codes associated with the bond projects. The propriety of expenditures for capital projects and maintenance projects funded through other State or local funding sources, other than proceeds of the bonds, were not included within the scope of the audit. Expenditures incurred subsequent to June 30, 2017, were not reviewed, or included within the scope of our audit or in this report.

PROCEDURES PERFORMED

We obtained the general ledger and the project expenditure reports prepared by the District for the period July 1, 2016, through June 30, 2017, for the Building Fund Measure X. Within the fiscal year audited, we obtained the actual invoices and other supporting documentation for a sample of expenditures to ensure compliance with the requirements of Article XIII A, Section 1(b)(3)(C) of the California Constitution and Measure X as to the approved bond projects list. We performed the following procedures:

1. We selected a sample of expenditures for the period starting July 1, 2016, and ending June 30, 2017, and reviewed supporting documentation to ensure that such funds were properly expended on the specific projects listed in the ballot text.
2. Our sample included 11 transactions totaling \$1,104,676. This represents 79 percent of the total expenditures of \$1,401,265.
3. We verified that funds from the Building Fund (Measure X) were expended for the construction, renovation, furnishing and equipping of District facilities constituting authorized bond projects.

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

JUNE 30, 2017

CONCLUSION

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

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
JUNE 30, 2017**

None reported.

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
BUILDING FUND (MEASURE X)**

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
JUNE 30, 2017**

There were no audit findings reported in the prior year's schedule of financial statement findings.