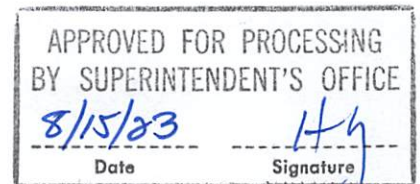


SimiValleySchools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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



TITLE: APPROVAL OF RATIFIED AGREEMENT NO. R23-05218 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NV5 WEST, INC. FOR TESTING LABORATORY SERVICES FOR THE BOYS' LOCKER ROOM PROJECT AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent #9

August 15, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On May 16, 2023, the Board of Education approved the list of selected firms for on-call testing laboratory-of-record services, which includes the firm of NV5 West. The Division of the State Architect (DSA) requires a testing laboratory for testing and inspection of structural materials for construction of the Boys' Locker Room project at Simi Valley High School.

Fiscal Analysis

\$22,916.00 Estimated Fee, paid by Measure X funds.

Recommendation

This item is presented for Board of Education approval.

On motion # 8 by Trustee LaBelle, seconded by Trustee Subran and carried by a vote of 4/0/1, the Board of Education, by a roll-call vote, approved of Ratified Agreement No. R23-05218 with NV5 West, Inc. for the Testing Laboratory Services for the Boys' Locker Room project at Simi Valley High School.

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

**PROJECT ASSIGNMENT AMENDMENT
R23-05218 TO
AGREEMENT FOR ON-GOING LABORATORY OF RECORD SERVICES #005058-409-G**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and NV5 West, Inc. ("LOR") as of June 30, 2023.

Whereas, the District entered into a written Agreement entitled Agreement for On-Going Laboratory of Record Services #005058-409-G ("Agreement") which generally establish the terms and conditions for the LOR's completion of Laboratory of Record Services.

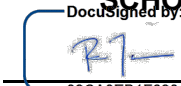
Whereas, this PAA sets forth the specific terms and conditions applicable to the District assignment of the Assigned Project to the LOR for completion of LOR Services as enumerated herein.

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

1. **Assigned Project Description.** The Assigned Project is described as follows: The Boys Locker Room Renovation project at Simi Valley High School.
2. **Assigned Project Form 103.** DSA Form 103 setting forth the tests/inspections to be completed for construction materials to be incorporated into the Assigned Project is attached hereto as PAA Attachment 1 and incorporated by this reference.
3. **Assigned Project LOR Services.** The LOR shall complete all of the tests/inspections for all construction materials noted in the Assigned Project DSA Form 103 attached hereto, except for the following: None.
4. **Assigned Project Contract Price.** The Contract Price for completion of the Assigned Project LOR Services is based on the pricing for tests/inspections included within the LOR Services as set forth in PAA Attachment 2 – For Fee Only, for \$5,772.00.
5. **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.

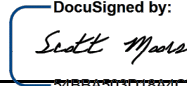
The District and LOR have executed this PAA as of the date set forth above

"District"
**SIMI VALLEY UNIFIED
SCHOOL DISTRICT**

By: 
09CA0EB1F690455...

Title: Associate Superintendent

"LOR"

DocuSigned by:

54BBA303D16A4C7...

By: _____

Title: Vice President

Date: 6/30/2023

FINGERPRINT CERTIFICATE

I, Scott Moors, am the Vice President of
 (Print Name) [SimiEDU45125-1] (Title)
NV5 West, Inc. I declare, state, and certify all of the following:
 (Entity)

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

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

Entity's DOJ issued
ORI Number

AM245

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

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

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

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

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

Executed at Ventura, CA this 30 day of June, 2023.
 DocuSigned by: (City and State) [SimiEDU45125-1b]
Scott Moors Scott Moors
 (Signature) (Handwritten or Typed Name)

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

FINGERPRINT CERTIFICATE

ATTACHMENT B-1

[SimiEDU45125-2]

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

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

Matt Habberfield, Ken Cleveland, Jeff Betus, Robert Castellanos, Melissa Moors

Scott Moors, Shaun Simon

Adam Albert, Don Goldman, Lewis Texiera, Fernando Carillo, Jim Iverson, Chet Smith

Eric Clark, Michael Faggin

Jesse Wooten

NON-COLLUSION DECLARATION**PROJECT:** Simi Valley High School Boys Locker Room Renovation**STATE OF CALIFORNIA****COUNTY OF** VenturaI, Scott Moors, being first duly sworn, deposes and says that I am
(Typed or Printed Name) [SimiPCC7106]the Vice President of NV5 West, Inc., the party submitting
(Title) (Bidder Name)

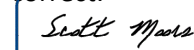
the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

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

Executed this 30 day of June, 2023 at Ventura, CA.
(City, County and State)

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

correct. Signed by:



 (Signature) 51BBA503D18A4C7...
Scott Moors

(Name Printed or Typed)

DRUG-FREE WORKPLACE CERTIFICATION

I, Scott Moors, am the Vice President of
 (Print Name) [SimiGOV8350] (Title)
NV5 West, Inc.
 (Contractor Name)

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

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

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

Executed at Ventura, CA this 30 day of June, 2023.

DocuSigned by: (City and State)

Scott Moors

(Signature)

Scott Moors

(Printed or Typed Name)

TOBACCO-FREE ENVIRONMENT CERTIFICATION**PROJECT:**

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

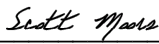
The contract between **Simi Valley Unified School District** ("District") and

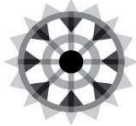
NV5 West, Inc. ("Contractor" or "Bidder") includes the following provisions:
[SimiLAB6400]

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

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

Date: 6/30/2023

Contractor: NV5 West, Inc.
Signature: 
Print Name: Scott Moors
Title: Vice President



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Rules of Conduct

Project:

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

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

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

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

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

DocuSigned by:

Scott Moors

Authorized Signature...

Scott Moors

Print Name

NV5 West, Inc.

Company

[SimiROC]

Vice President

Title

6/30/2023

Date

APPENDIX - 1

EXHIBIT "A"



INSTRUCTIONS for the CERTIFICATE OF INSURANCE and ADDITIONAL INSURED ENDORSEMENT

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

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

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

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

Combined Single Limit (each accident) must be at least \$1,000,000.00.

Any "box" checked is preferred. Owned and Non-owned "boxes" must be checked at a minimum.

 - ADDITIONAL INSURED ENDORSEMENT "CA 20 48 10 13" or equivalent
- UMBRELLA LIABILITY *if applicable* provides additional coverage amount. Occurrence "box" must be checked.
- WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

Statutory limits required for Workers' Compensation. Minimum of \$1,000,000 for Employer's Liability.
- PROFESSIONAL LIABILITY or Errors & Omissions *if applicable* (typical for architects, consultants, etc.). Limit must be at least \$1,000,000.00. Claims Made "box" must be checked.
- POLLUTION LIABILITY *if applicable* (required for hazardous materials, waste haulers, pest control, etc.). Limit must be at least \$1,000,000.00 each occurrence (or as statutorily mandated by regulatory agencies)
- DESCRIPTION OF OPERATIONS

District prefers certificate be applicable to "All operations during the policy period at Simi Valley Unified School District sites". Carrier may limit certificate to a specific project.
- CERTIFICATE HOLDER **must read as follows:**

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

EXHIBIT "A"

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

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

Public Works / Contractors

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

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

POLICY NUMBER:

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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



June 5, 2023

Simi Valley Unified School District
 101 W. Cochran St.
 Simi Valley, CA 93065

Proposal No: 2023.06.0107
 DSA No.: 03-122888
 File No.: N/A

ATTENTION: Robin Rickman

**SUBJECT: Proposal for Limited Materials Testing and Inspection Services for the
 Simi Valley High School Boys Locker Room Alterations Project
 101 W. Cochran St., Simi Valley, CA 93065**

NV5 is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below. This estimate is based on a request for materials testing and inspection cost estimate for the first two concrete placement events.

Scope of Work and Cost Estimate

	Rate	Units	Total
Soils / Asphalt:			
Sr. Soil Technician	\$ 122 hr		\$ -
Max Density (base)	\$ 295 ea		\$ -
Max Density (soil)	\$ 240 ea		\$ -
Nuclear Gauge	\$ 40 dy		\$ -
Field Vehicle	\$ 65 dy		\$ -
Concrete:			
Concrete Batch Plant Inspection	\$ 122 hr	16	\$ 1,952.00
Concrete Technician - (cast cylinders)	\$ 122 hr	16	\$ 1,952.00
Concrete compression tests (5 cys. per set)	\$ 28 ea	10	\$ 280.00
Concrete cylinder pickup/stripping/curing	\$ 16 ea	10	\$ 160.00
Non-Shrink Grout Inspection	\$ 122 hr		\$ -
Non-Shrink Grout compression tests (sets of 3 ea.)	\$ 60 ea		\$ -
Sample pickup (>25 miles from lab)	\$ 80 hr	3	\$ 240.00
Reinforcing Steel Bend tests	\$ 72 ea	1	\$ 72.00
Reinforcing Steel Tensile tests (up to and including #8)	\$ 72 ea	1	\$ 72.00
Reinforcing Steel sampling (4 hr. min.)	\$ 96 hr	4	\$ 384.00
Epoxy Inspection + load test (if required)	\$ 122 hr		\$ -
Equipment - calibrated ram	\$ 106 dy		\$ -
Anchor Installation + testing	\$ 122 hr		\$ -
Equipment - torque wrench	\$ 30 dy		\$ -
Miscellaneous:			
Trip Charge	\$ 35 ea	8	\$ 280.00
Sr. Engineer	\$ 190 hr	2	\$ 380.00
TOTAL:			\$ 5,772.00

Assumptions:

- 1 Fee estimate is provided from information provided by Owner's representative based on first two concrete placement events.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Charges will be billed on a time-and-materials basis in accordance with the rates presented in our fee estimate. Additional services not specifically included in this proposal will be billed on a time-and-materials basis in accordance with the attached 2023 Schedule of Fees and prevailing wage rates.
- 3 Inspection and testing callouts will be 4 or 8 hour minimum daily charges.

NV5 West, Inc. appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

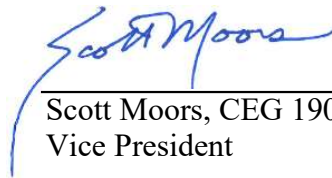
Respectfully Submitted,

NV5 West, Inc.



Shaun Simon, PE, CEG
Engineering Manager

Reviewed By,



Scott Moors, CEG 1901
Vice President

Attachment: Terms and Conditions
 2023 Fee Schedule

DSA 103-19: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS, 2019 CBC

Application Number:
03-122888
DSA File Number:
56-H6

School Name:
Simi Valley High School
Increment Number:

School District:
Simi Valley Unified School District
Date Created:
2022-12-12 11:08:22

2019 CBC

IMPORTANT: This form is only a summary list of structural tests and some of the special inspections required for the project. Generally, the structural tests and special inspections noted on this form are those that will be performed by the Geotechnical Engineer of Record, Laboratory of Record, or Special Inspector. The actual complete test and inspection program must be performed as detailed on the DSA approved documents. The appendix at the bottom of this form identifies work NOT subject to DSA requirements for special inspection or structural testing. The project inspector is responsible for providing inspection of all facets of construction, including but not limited to, special inspections not listed on this form such as structural wood framing, high-load wood diaphragms, cold-formed steel framing, anchorage of non-structural components, etc., per Title 24, Part 2, Chapter 17A (2019 CBC).

****NOTE:** Undefined section and table references found in this document are from the CBC, or California Building Code.

KEY TO COLUMNS

1. TYPE	2. PERFORMED BY
<p>Continuous – Indicates that a continuous special inspection is required</p> <p>Periodic – Indicates that a periodic special inspection is required</p> <p>Test – Indicates that a test is required</p>	<p>GE – Indicates that the special inspection shall be performed by a registered geotechnical engineer or his or her authorized representative.</p> <p>LOR – Indicates that the test or special inspection shall be performed by a testing laboratory accepted in the DSA Laboratory Evaluation and Acceptance (LEA) Program. See CAC Section 4-335.</p> <p>PI – Indicates that the special inspection may be performed by a project inspector when specifically approved by DSA.</p> <p>SI – Indicates that the special inspection shall be performed by an appropriately qualified/approved special inspector.</p>

DSA 103-19: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (CONCRETE), 2019 CBC**Table 1705A.3; ACI 318-14 Sections 26.12 & 26.13**

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C1. CAST-IN-PLACE CONCRETE				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Verify use of required design mix.	Periodic	SI	Table 1705A.3 Item 5, 1910A.1.
<input checked="" type="checkbox"/>	b. Identify, sample, and test reinforcing steel.	Test	LOR	1910A.2; ACI 318-14 Section 26.6.1.2; DSA IR 17-10. (See Appendix for exemptions.)
<input checked="" type="checkbox"/>	c. During concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.	Test	LOR	Table 1705A.3 Item 6; ACI 318-14 Sections 26.5 & 26.12.
<input checked="" type="checkbox"/>	d. Test concrete (f'_c).	Test	LOR	1905A.1.15; ACI 318-14 Section 26.12.
<input type="checkbox"/>	e. Batch plant inspection:	See Notes	SI	Default of ' Continuous ' per 1705A.3.3 . If approved by DSA, batch plant inspection may be reduced to ' Periodic ' subject to requirements in Section 1705A.3.3.1 , or eliminated per 1705A.3.3.2 . See IR 17-13. (See Appendix for exemptions.)
<input type="checkbox"/>	f. Welding of reinforcing steel.	Provide special inspection per STEEL, Category S/A4(d) & (e) and/or S/A5(g) & (h) below.		

C2. PRESTRESSED / POST-TENSIONED CONCRETE (IN ADDITION TO SECTION C1):				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Sample and test prestressing tendons and anchorages.	Test	LOR	1705A.3.4, 1910A.3
<input type="checkbox"/>	b. Inspect placement of prestressing tendons.	Periodic	SI	1705A.3.4, Table 1705A.3 Items 1 & 9.

DSA 103-19: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (CONCRETE), 2019 CBC**Table 1705A.3; ACI 318-14 Sections 26.12 & 26.13**

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	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	c. Verify in-situ concrete strength prior to stressing of post-tensioning tendons.	Periodic	SI	Table 1705A.3 Item 11. Special inspector to verify specified concrete strength test prior to stressing.
<input type="checkbox"/>	d. Inspect application of post-tensioning or prestressing forces and grouting of bonded prestressing tendons.	Continuous	SI	1705A.3.4, Table 1705A.3 Item 9; ACI 318-14 Section 26.13

	C3. PRECAST CONCRETE (IN ADDITION TO SECTION C1):			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Inspect fabrication of precast concrete members.	Continuous	SI	ACI 318-14 Section 26.13.
<input type="checkbox"/>	b. Inspect erection of precast concrete members.	Periodic	SI*	Table 1705A.3 Item 10. * May be performed by PI when specifically approved by DSA.

	C4. SHOTCRETE (IN ADDITION TO SECTION C1):			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Inspect shotcrete placement for proper application techniques.	Continuous	SI	1705A.19, Table 1705A.3 Item 7, 1908A.6, 1908A.7, 1908A.8, 1908A.9, 1908A.11, 1908A.12. See ACI 506.2-13 Section 3.4, ACI 506R-16.
<input type="checkbox"/>	b. Sample and test shotcrete (f'_c).	Test	LOR	1908A.5, 1908A.10.

DSA 103-19: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (CONCRETE), 2019 CBC**Table 1705A.3; ACI 318-14 Sections 26.12 & 26.13**

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C5. POST-INSTALLED ANCHORS:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Inspect installation of post-installed anchors	See Notes	SI*	1617A.1.19, Table 1705A.3 Item 4a (Continuous) & 4b (Periodic), 1705A.3.8 (See Appendix for exemptions). ACI 318-14 Sections 17.8 & 26.13. * May be performed by the project inspector when specifically approved by DSA.
<input checked="" type="checkbox"/>	b. Test post-installed anchors.	Test	LOR	1910A.5. (See Appendix for exemptions.)

C6. OTHER CONCRETE:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a.			

DSA 103-19: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (STEEL AND ALUMINUM), 2019 CBC**1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-16; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8****Application Number:**

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S/A1. STRUCTURAL STEEL, COLD-FORMED STEEL AND ALUMINUM USED FOR STRUCTURAL PURPOSES				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Verify identification of all materials and: • Mill certificates indicate material properties that comply with requirements. • Material sizes, types and grades comply with requirements.	Periodic	*	Table 1705A.2.1 Item 3a–3c. 2202A.1; AISI S100-16 Section A3.1 & A3.2, AISI S240-15 Section A3 & A5, AISI S220-15 Sections A4 & A6. * By special inspector or qualified technician when performed off-site.
<input checked="" type="checkbox"/>	b. Test unidentified materials	Test	LOR	2202A.1.
<input type="checkbox"/>	c. Examine seam welds of HSS shapes	Periodic	SI	DSA IR 17-3.
<input checked="" type="checkbox"/>	d. Verify and document steel fabrication per DSA-approved construction documents.	Periodic	SI	Not applicable to cold-formed steel light-frame construction, except for trusses (1705A.2.4).
<input type="checkbox"/>	e. Buckling restrained braces.	Test	LOR	Testing and special inspections in accordance with IR 22-4.

S/A2. HIGH-STRENGTH BOLTS:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Verify identification markings and manufacturer's certificates of compliance conform to ASTM standards specified in the DSA-approved documents.	Periodic	SI	Table 1705A.2.1 Items 1a & 1b, 2202A.1; AISC 360-16 Section A3.3, J3.1, and N3.2; RCSC 2014 Section 1.5 & 2.1; DSA IR 17-8 & DSA IR 17-9.
<input type="checkbox"/>	b. Test high-strength bolts, nuts and washers.	Test	LOR	Table 1705A.2.1 Item 1c, 2213A.1; RCSC 2014 Section 7.2; DSA IR 17-8.
<input type="checkbox"/>	c. Bearing-type ("snug tight") connections.	Periodic	SI	Table 1705A.2.1 Item 2a, 1705A.2.6, 2204A.2; AISC 360-16 J3.1, J3.2, M2.5 & N5.6; RCSC 2014 Section 9.1; DSA IR 17-9.
<input type="checkbox"/>	d. Pretensioned and slip-critical connections.	*	SI	Table 1705A.2.1 Items 2b & 2c, 1705A.2.6, 2204A.2; AISC 360-16 J3.1, J3.2, M2.5 & N5.6; RCSC 2014 Sections 9.2 & 9.3; DSA IR 17-9. * "Continuous" or "Periodic" depends on the tightening method used.

DSA 103-19: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (STEEL AND ALUMINUM), 2019 CBC**1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-16; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8****Application Number:**

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S/A3. WELDING:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Verify weld filler material identification markings per AWS designation listed on the DSA-approved documents and the WPS.	Periodic	SI	1705A.2.5, Table 1705A.2.1 Items 4 & 5; AWS D1.1 and AWS D1.8 for structural steel; AWS D1.2 for Aluminum; AWS D1.3 for cold-formed steel; AWS D1.4 for reinforcing steel; DSA IR 17-3.
<input checked="" type="checkbox"/>	b. Verify weld filler material manufacturer's certificate of compliance.	Periodic	SI	DSA IR 17-3.
<input checked="" type="checkbox"/>	c. Verify WPS, welder qualifications and equipment.	Periodic	SI	DSA IR 17-3.

S/A4. SHOP WELDING (IN ADDITION TO SECTION S/A3):				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds.	Continuous	SI	Table 1705A.2.1 Items 5a.1–4; AISC 360-16 (and AISC 341-16 as applicable); DSA IR 17-3.
<input checked="" type="checkbox"/>	b. Inspect single-pass fillet welds ≤ 5/16", floor and roof deck welds.	Periodic	SI	1705A.2.2, Table 1705A.2.1 Items 5a.5 & 5a.6; AISC 360-16 (and AISC 341-16 as applicable); DSA IR 17-3.
<input type="checkbox"/>	c. Inspect welding of stairs and railing systems.	Periodic	SI	1705A.2.1; AISC 360-16 (and AISC 341-16 as applicable); AWS D1.1 & D1.3; DSA IR 17-3.
<input type="checkbox"/>	d. Verification of reinforcing steel weldability other than ASTM A706.	Periodic	SI	1705A.3.1; AWS D1.4; DSA IR 17-3. Verify carbon equivalent reported on mill certificates.
<input type="checkbox"/>	e. Inspect welding of reinforcing steel.	Continuous	SI	Table 1705A.2.1 Item 5b, 1705A.3.1, Table 1705A.3 Item 2, 1903A.8; AWS D1.4; DSA IR 17-3.

DSA 103-19: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (STEEL AND ALUMINUM), 2019 CBC**1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-16; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8****Application Number:**

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	Test or Special Inspection	Type	Performed By	Code References and Notes
	S/A5. FIELD WELDING (IN ADDITION TO SECTION S/A3):			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds.	Continuous	SI	Table 1705A.2.1 Items 5a.1–4; AISC 360-16 (AISC 341-16 as applicable); DSA IR 17-3.
<input type="checkbox"/>	b. Inspect single-pass fillet welds ≤ 5/16".	Periodic	SI	Table 1705A.2.1 Item 5a.5; AISC 360-16 (AISC 341-16 as applicable); DSA IR 17-3.
<input type="checkbox"/>	c. Inspect end-welded studs (ASTM A-108) installation (including bend test).	Periodic	SI	2213A.2; AISC 360-16 (AISC 341-16 as applicable); AWS D1.1; DSA IR 17-3.
<input type="checkbox"/>	d. Inspect floor and roof deck welds.	Periodic	SI	1705A.2.2, Table 1705A.2.1 Item 5a.6; AISC 360-16 (AISC 341-16 as applicable); AWS D1.3; DSA IR 17-3.
<input type="checkbox"/>	e. Inspect welding of structural cold-formed steel.	Periodic	SI*	1705A.2.5; AWS D1.3; DSA IR 17-3. The quality control provisions of AISI S240-15 Chapter D shall also apply. * May be performed by the project inspector when specifically approved by DSA.
<input type="checkbox"/>	f. Inspect welding of stairs and railing systems.	Periodic	SI*	1705A.2.1; AISC 360-16 (AISC 341-16 as applicable); AWS D1.1 & D1.3; DSA IR 17-3. * May be performed by the project inspector when specifically approved by DSA.
<input type="checkbox"/>	g. Verification of reinforcing steel weldability.	Periodic	SI	1705A.3.1; AWS D1.4; DSA IR 17-3. Verify carbon equivalent reported on mill certificates.
<input type="checkbox"/>	h. Inspect welding of reinforcing steel.	Continuous	SI	Table 1705A.2.1 Item 5b, 1705A.3.1, Table 1705A.3 Item 2, 1903A.8; AWS D1.4; DSA IR 17-3.

DSA 103-19: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (STEEL AND ALUMINUM), 2019 CBC**1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-16; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8****Application Number:**

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	Test or Special Inspection	Type	Performed By	Code References and Notes
	S/A6. NONDESTRUCTIVE TESTING:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Ultrasonic	Test	LOR	1705A.2.1, 1705A.2.5; AISC 341-16 J6.2, AISC 360-16 N5.5; ANSI/ASNT CP-189, SNT-TC-1A; AWS D1.1, AWS D1.8; DSA IR 17-2.
<input type="checkbox"/>	b. Magnetic Particle	Test	LOR	1705A.2.1, 1705A.2.5; AISC 341-16 J6.2, AISC 360-16 N5.5; ANSI/ASNT CP-189, SNT-TC-1A; AWS D1.1, AWS D1.8; DSA IR 17-2.
<input type="checkbox"/>	c.	Test	LOR	

	S/A7. STEEL JOISTS AND TRUSSES:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Verify size, type and grade for all chord and web members as well as connectors and weld filler material; verify joist profile, dimensions and camber (if applicable); verify all weld locations, lengths and profiles; mark or tag each joist.	Continuous	SI	1705A.2.3, Table 1705A.2.3; AWS D1.1; DSA IR 22-3 for steel joists only. 1705A.2.4; AWS D1.3 for cold-formed steel trusses.

DSA 103-19: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (STEEL AND ALUMINUM), 2019 CBC

1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-16; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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	Test or Special Inspection	Type	Performed By	Code References and Notes
	S/A8. SPRAY APPLIED FIRE-PROOFING:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Examine structural steel surface conditions, inspect application, take samples, measure thickness and verify compliance of all aspects of application with DSA-approved documents.	Periodic	SI	1705A.14.
<input type="checkbox"/>	b. Test bond strength.	Test	LOR	1705A.14.6.
<input type="checkbox"/>	c. Test density.	Test	LOR	1705A.14.5.

	S/A9. ANCHOR BOLTS AND ANCHOR RODS:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Anchor Bolts and Anchor Rods	Test	LOR	Sample and test anchor bolts and anchor rods not readily identifiable per procedures noted in DSA IR 17-11.
<input type="checkbox"/>	b. Threaded rod not used for foundation anchorage.	Test	LOR	Sample and test threaded rods not readily identifiable per procedures noted in DSA IR 17-11.

	S/A10. Other Steel			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a.			

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections

Application Number:
03-122888
DSA File Number:
56-H6

School Name:
Simi Valley High School
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Exempt items given in DSA IR A-22 or the 2019 CBC (including DSA amendments) and those items identified below with a check mark by the design professional are NOT subject to DSA requirements for the structural tests / special inspections noted. **Items marked as exempt shall be identified on the approved construction documents.** The project inspector shall verify all construction complies with the approved construction documents.

	SOILS:
<input type="checkbox"/>	1. Deep foundations acting as a cantilever footing designed based on minimum allowable pressures per CBC Table 1806A.2 and having no geotechnical report for the following cases: A) free standing sign or scoreboard, B) cell or antenna towers and poles less than 35'-0" tall (e.g., lighting poles, flag poles, poles supporting open mesh fences, etc.), C) single-story structure with dead load less than 5 psf (e.g., open fabric shade structure), or D) covered walkway structure with an apex height less than 10'-0" above adjacent grade.
<input type="checkbox"/>	2. Shallow foundations, etc. are exempt from special inspections and testing by a Geotechnical Engineer for the following cases: A) buildings without a geotechnical report and meeting the exception item #1 criteria in CBC Section 1803A.2 supported by native soil (any excavation depth) or fill soil (not exceeding 12" depth per CBC Section 1804A.6), B) soil scarification/recompaction not exceeding 12" depth, C) native or fill soil supporting exterior non-structural flatwork (e.g., sidewalks, site concrete ramps, site stairs, parking lots, driveways, etc.), D) unpaved landscaping and playground areas, or E) utility trench backfill.

	CONCRETE/MASONRY:
<input type="checkbox"/>	1. Post-installed anchors for the following: A) exempt non-structural components (e.g., mechanical, electrical, plumbing equipment - see item 7 for "Welding" in the Appendix below) given in CBC Section 1617A.1.18 (which replaces ASCE 7-16, Section 13.1.4) or B) interior nonstructural wall partitions meeting criteria listed in exempt item 3 for "Welding."
<input type="checkbox"/>	2. Concrete batch plant inspection is not required for items given in CBC Section 1705A.3.3.2 subject to the requirements and limitations in that section.
<input type="checkbox"/>	3. Non-bearing non-shear masonry walls may be exempt from certain DSA masonry testing and special inspection items as allowed per DSA IR 21-1.16. Refer to construction documents for specific exemptions accordingly for each applicable wall condition.
<input type="checkbox"/>	4. Epoxy shear dowels in site flatwork and/or other non-structural concrete.

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections

Application Number: 03-122888	School Name: Simi Valley High School	School District: Simi Valley Unified School District
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	CONCRETE/MASONRY:
<input type="checkbox"/>	5. Testing of reinforcing bars is not required for items given in CBC Section 1910A.2 subject to the requirements and limitations in that section.

	WELDING:
<input type="checkbox"/>	1. Solid-clad and open-mesh fences, gates with maximum leaf span of 10', and gates with a maximum rolling section of 10' all having an apex height less than 8'-0" above lowest adjacent grade. When located above circulation or occupied space below, these gates/fences are not located within 1.5x gate/fence height (max 8'-0") to the edge of floor or roof.
<input type="checkbox"/>	2. Handrails, guardrails, and modular or relocatable ramps associated with walking surfaces less than 30" above adjacent grade (excluding post base connections per the 'Exception' language in Section 1705A.2.1); fillet welds shall not be ground flush.
<input type="checkbox"/>	3. Non-structural interior cold-formed steel framing spanning less than 15'-0", such as in interior partitions, interior soffits, etc. supporting only self weight and light-weight finishes or adhered tile, masonry, stone, or terra cotta veneer no more than 5/8" thickness and apex less than 20'-0" in height and not over an exit way. Maximum tributary load to a member shall not exceed the equivalent of that occurring from a 10'x10' opening in a 15' tall wall for a header or king stud.
<input type="checkbox"/>	4. Manufactured support frames and curbs using hot rolled or cold-formed steel (i.e., light gauge) for mechanical, electrical, or plumbing equipment weighing less than 2000# (equipment only) (connections of such frames to superstructure elements using welding will require special inspection as noted in selected item(s) for Sections S/A3, S/A4 and/or S/A5 of listing above).
<input type="checkbox"/>	5. Manufactured components (e.g., Tolco, B-Line, Afcon, etc.) for mechanical, electrical, or plumbing hanger support and bracing (connections of such components to superstructure elements using welding will require special inspection as noted in selected item(s) for Sections S/A3, S/A4 and/or S/A5 of listing above).
<input type="checkbox"/>	6. TV Brackets, projector mounts with a valid listing (see DSA IR A-5) and recreational equipment (e.g., playground structures, basketball backstops, etc.) (connections of such elements to superstructure elements using welding will require special inspection as noted in selected item(s) for sections S/A3, S/A4 and/or S/A5 located in the Steel/Aluminum category).
<input type="checkbox"/>	7. Any support for exempt non-structural components given in CBC Section 1617A.1.18 (which replaces ASCE 7-16, Section 13.1.4) meeting the following: A) when supported on a floor/roof, <400# and resulting composite center of mass (including component's center of mass) ≤4' above supporting floor/roof, B) when hung from a wall or roof/floor, <20# for discrete units or <5 plf for distributed systems.

DSA 103-19: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS(SIGNATURE), 2019 CBC**Application Number:**

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School District:

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DSA File Number:

56-H6

Increment Number:**Date Created:**

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Name of Architect or Engineer in general responsible charge:

Amador Whittle Architects

Name of Structural Engineer (When structural design has been delegated):

Will Lambert (Orion Structural Group, Inc.)

**Signature of Architect or Structural Engineer:**
Date:

12/12/2022

Note: To facilitate DSA electronic mark-ups and identification stamp application, DSA recommends against using secured electronic or digital signatures.

DSA STAMP

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 03-122888 INC:
REVIEWED FOR
SS ☒ FLS ☒ ACS ☒
DATE: 04/21/2023

DSA 103-19: LIST OF REQUIRED VERIFIED REPORTS, CBC 2019**Application Number:**

03-122888

School Name:

Simi Valley High School

School District:

Simi Valley Unified School District

DSA File Number:

56-H6

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1. Structural Testing and Inspection: Laboratory Verified Report Form DSA 291

2. Post-installed Anchors: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292

3. Shop Welding Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292

4. Field Welding Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292

Certificate Of Completion

Envelope Id: 05BFEE9A529B458BB11E64DC9075F946

Status: Completed

Subject: Complete with DocuSign: SVHS Boys Locker Room - NV5 R23-05218.pdf

Source Envelope:

Document Pages: 26

Signatures: 7

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bond Contracts

AutoNav: Enabled

Simi Valley Unified School District

Enveloped Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

6/30/2023 8:32:34 AM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

Signer Events

Scott Moors

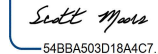
scott.moors@nv5.com

Vice President

NV5 West, Inc.

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

DocuSigned by:



54BBA503D18A4C7...

Signature Adoption: Pre-selected Style

Using IP Address: 12.244.93.90

Timestamp

Sent: 6/30/2023 8:59:23 AM

Viewed: 6/30/2023 9:46:25 AM

Signed: 6/30/2023 10:12:18 AM

Electronic Record and Signature Disclosure:

Accepted: 6/30/2023 9:46:25 AM

ID: 93a34c60-49a6-4716-8094-57e1acf715eb

Ron Todo


ron.todo@simivalleyusd.org

Associate Superintendent

Simi Valley Unified

Security Level: Email, Account Authentication
(None)

DocuSigned by:



09CA0EB1F690455...

Signature Adoption: Uploaded Signature Image

Using IP Address: 207.157.143.39

Sent: 6/30/2023 10:12:20 AM

Viewed: 7/5/2023 8:58:09 AM

Signed: 7/5/2023 8:58:15 AM

Electronic Record and Signature Disclosure:

Accepted: 7/5/2023 8:58:09 AM

ID: 8df637c1-c66a-475b-8a32-b4457003df76

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/30/2023 8:59:23 AM
Certified Delivered	Security Checked	7/5/2023 8:58:09 AM
Signing Complete	Security Checked	7/5/2023 8:58:15 AM
Completed	Security Checked	7/5/2023 8:58:15 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Simi Valley Unified School District:

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

To contact us by email send messages to: sean.goldman@simivalleyusd.org

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

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

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

To request paper copies from Simi Valley Unified School District

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

To withdraw your consent with Simi Valley Unified School District

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

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

Required hardware and software

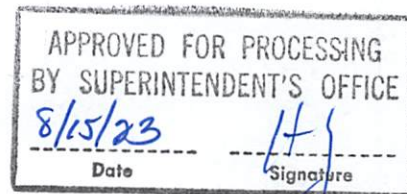
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



TITLE: APPROVAL OF AGREEMENT NO. R24-00527 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NV5 WEST, INC. FOR TESTING LABORATORY SERVICES FOR THE GIRLS' LOCKER ROOM PROJECT AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent #10

August 15, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On May 16, 2023, the Board of Education approved the list of selected firms for on-call testing laboratory-of-record services, which includes the firm of NV5 West. The Division of the State Architect (DSA) requires a testing laboratory for testing and inspection of structural materials for construction of the Girls' Locker Room project at Simi Valley High School.

Fiscal Analysis

\$22,864.00 Estimated Fee, paid by Measure X funds.

Recommendation

This item is presented for Board of Education approval.

On motion # 8 by Trustee LaBelle, seconded by Trustee Jubran and carried by a vote of 4/0/1, the Board of Education, by a roll-call vote, approved of Agreement No. R24-00527 with NV5 West, Inc. for the Testing Laboratory Services for the Girls' Locker Room project at Simi Valley High School.

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

**PROJECT ASSIGNMENT AMENDMENT
R24-00527 TO
AGREEMENT FOR ON-GOING LABORATORY OF RECORD SERVICES #005058-409-G**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and NV5 West, Inc. ("LOR") as of August 15, 2023.

Whereas, the District entered into a written Agreement entitled Agreement for On-Going Laboratory of Record Services #005058-409-G ("Agreement") which generally establish the terms and conditions for the LOR's completion of Laboratory of Record Services.

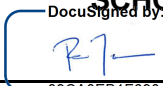
Whereas, this PAA sets forth the specific terms and conditions applicable to the District assignment of the Assigned Project to the LOR for completion of LOR Services as enumerated herein.

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

1. **Assigned Project Description.** The Assigned Project is described as follows: The Girls Locker Room Renovation project at Simi Valley High School.
2. **Assigned Project Form 103.** DSA Form 103 setting forth the tests/inspections to be completed for construction materials to be incorporated into the Assigned Project is attached hereto as PAA Attachment 1 and incorporated by this reference.
3. **Assigned Project LOR Services.** The LOR shall complete all of the tests/inspections for all construction materials noted in the Assigned Project DSA Form 103 attached hereto, except for the following: None.
4. **Assigned Project Contract Price.** The Contract Price for completion of the Assigned Project LOR Services is based on the pricing for tests/inspections included within the LOR Services as set forth in PAA Attachment 2 – For Fee Only, **for \$22,864.00.**
5. **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.

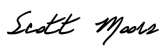
The District and LOR have executed this PAA as of the date set forth above

"District"
**SIMI VALLEY UNIFIED
SCHOOL DISTRICT**

By: 
09CA0EB1F690455...

Title: Associate Superintendent

"LOR"

DocuSigned by:

54BBA503D18A4C7...

By: _____

Title: Vice President

Date: 7/5/2023

DS


FINGERPRINT CERTIFICATE

I, Scott Moors, am the Vice President of
 (Print Name) [SimiEDU45125-1] (Title)
NV5 West, Inc. I declare, state, and certify all of the following:
 (Entity)

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

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

Entity's DOJ issued
ORI Number



AM245



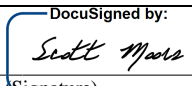
If your entity does not have an ORI #, STOP and contact the School District's Purchasing Director at 805-306-4500 x4601.

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

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

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

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

Executed at Ventura, CA this 5 day of July, 2023.
 DocuSigned by: (City and State) [SimiEDU45125-1b]

 (Signature) 503D18A4C7... Scott Moors
 (Handwritten or Typed Name)

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

FINGERPRINT CERTIFICATE

ATTACHMENT B-1

[SimiEDU45125-2]

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

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

Adam Albert, Jeff Betus Fernando Carrillo Robert Castellanos

Eric Clark Edward Cleveland Michael Faggin Don Goldman

Matt Habbberfield James Iverson Melissa Moors Scott Moors

Chet Smith, Lewis Teixeira Jesse Wooten.

--

NON-COLLUSION DECLARATION

PROJECT: Simi Valley High School Girls Locker Room Renovation

STATE OF CALIFORNIA

COUNTY OF Ventura

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

the Vice President of NV5 West, Inc., the party submitting
(Title) (Bidder Name)

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

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

Executed this 5 day of July, 2023 at Ventura. CA.
(City, County and State)

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

~~correct~~
Signed by:

Scott Moors
(Signature)
503D18A4C7...
Scott Moors
(Name Printed or Typed)

DRUG-FREE WORKPLACE CERTIFICATION

I, Scott Moors, am the Vice President of
 (Print Name) [SimiGOV8350] (Title)
Scott Moors
 (Contractor Name)

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

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

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

Executed at Ventura, CA this 5 day of July, 2023.

DocuSigned by: (City and State)

Scott Moors
 (Signature)

Scott Moors

(Printed or Typed Name)

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT:

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

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

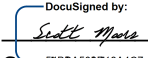
NV5 West, Inc. ("Contractor" or "Bidder") includes the following provisions:
[SimiLAB6400]

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

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

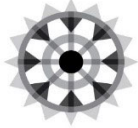
Date: 7/5/2023

Contractor: NV5 West, Inc.

Signature:  _____

Print Name: Scott Moors

Title: Vice President



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Rules of Conduct

Project: Simi Valley High School Girls Locker Room Renovation

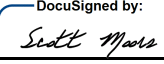
Each contractor and subcontractor performing work on this project shall adhere to the following rules of conduct:

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

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

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

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

DocuSigned by:

Authorized Signature [SimiROC]
Scott Moors
Print Name
NV5 West, Inc.
Company

Vice President

Title
7/5/2023

Date

APPENDIX - 1

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

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

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

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

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

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

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

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

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

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

Public Works / Contractors

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

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

POLICY NUMBER:

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

DSA 103-19: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS, 2019 CBC

Application Number:
03-122888
DSA File Number:
56-H6

School Name:
Simi Valley High School
Increment Number:

School District:
Simi Valley Unified School District
Date Created:
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2019 CBC

IMPORTANT: This form is only a summary list of structural tests and some of the special inspections required for the project. Generally, the structural tests and special inspections noted on this form are those that will be performed by the Geotechnical Engineer of Record, Laboratory of Record, or Special Inspector. The actual complete test and inspection program must be performed as detailed on the DSA approved documents. The appendix at the bottom of this form identifies work NOT subject to DSA requirements for special inspection or structural testing. The project inspector is responsible for providing inspection of all facets of construction, including but not limited to, special inspections not listed on this form such as structural wood framing, high-load wood diaphragms, cold-formed steel framing, anchorage of non-structural components, etc., per Title 24, Part 2, Chapter 17A (2019 CBC).

****NOTE:** Undefined section and table references found in this document are from the CBC, or California Building Code.

KEY TO COLUMNS

1. TYPE	2. PERFORMED BY
<p>Continuous – Indicates that a continuous special inspection is required</p> <p>Periodic – Indicates that a periodic special inspection is required</p> <p>Test – Indicates that a test is required</p>	<p>GE – Indicates that the special inspection shall be performed by a registered geotechnical engineer or his or her authorized representative.</p> <p>LOR – Indicates that the test or special inspection shall be performed by a testing laboratory accepted in the DSA Laboratory Evaluation and Acceptance (LEA) Program. See CAC Section 4-335.</p> <p>PI – Indicates that the special inspection may be performed by a project inspector when specifically approved by DSA.</p> <p>SI – Indicates that the special inspection shall be performed by an appropriately qualified/approved special inspector.</p>

DSA 103-19: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (CONCRETE), 2019 CBC**Table 1705A.3; ACI 318-14 Sections 26.12 & 26.13**

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C1. CAST-IN-PLACE CONCRETE				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Verify use of required design mix.	Periodic	SI	Table 1705A.3 Item 5, 1910A.1.
<input checked="" type="checkbox"/>	b. Identify, sample, and test reinforcing steel.	Test	LOR	1910A.2; ACI 318-14 Section 26.6.1.2; DSA IR 17-10. (See Appendix for exemptions.)
<input checked="" type="checkbox"/>	c. During concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.	Test	LOR	Table 1705A.3 Item 6; ACI 318-14 Sections 26.5 & 26.12.
<input checked="" type="checkbox"/>	d. Test concrete (f'_c).	Test	LOR	1905A.1.15; ACI 318-14 Section 26.12.
<input type="checkbox"/>	e. Batch plant inspection:	See Notes	SI	Default of ' Continuous ' per 1705A.3.3 . If approved by DSA, batch plant inspection may be reduced to ' Periodic ' subject to requirements in Section 1705A.3.3.1 , or eliminated per 1705A.3.3.2 . See IR 17-13. (See Appendix for exemptions.)
<input type="checkbox"/>	f. Welding of reinforcing steel.	Provide special inspection per STEEL, Category S/A4(d) & (e) and/or S/A5(g) & (h) below.		

C2. PRESTRESSED / POST-TENSIONED CONCRETE (IN ADDITION TO SECTION C1):				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Sample and test prestressing tendons and anchorages.	Test	LOR	1705A.3.4, 1910A.3
<input type="checkbox"/>	b. Inspect placement of prestressing tendons.	Periodic	SI	1705A.3.4, Table 1705A.3 Items 1 & 9.

DSA 103-19: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (CONCRETE), 2019 CBC**Table 1705A.3: ACI 318-14 Sections 26.12 & 26.13**

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	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	c. Verify in-situ concrete strength prior to stressing of post-tensioning tendons.	Periodic	SI	Table 1705A.3 Item 11. Special inspector to verify specified concrete strength test prior to stressing.
<input type="checkbox"/>	d. Inspect application of post-tensioning or prestressing forces and grouting of bonded prestressing tendons.	Continuous	SI	1705A.3.4, Table 1705A.3 Item 9; ACI 318-14 Section 26.13

	C3. PRECAST CONCRETE (IN ADDITION TO SECTION C1):			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Inspect fabrication of precast concrete members.	Continuous	SI	ACI 318-14 Section 26.13.
<input type="checkbox"/>	b. Inspect erection of precast concrete members.	Periodic	SI*	Table 1705A.3 Item 10. * May be performed by PI when specifically approved by DSA.

	C4. SHOTCRETE (IN ADDITION TO SECTION C1):			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Inspect shotcrete placement for proper application techniques.	Continuous	SI	1705A.19, Table 1705A.3 Item 7, 1908A.6, 1908A.7, 1908A.8, 1908A.9, 1908A.11, 1908A.12. See ACI 506.2-13 Section 3.4, ACI 506R-16.
<input type="checkbox"/>	b. Sample and test shotcrete (f'_c).	Test	LOR	1908A.5, 1908A.10.

DSA 103-19: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (CONCRETE), 2019 CBC**Table 1705A.3: ACI 318-14 Sections 26.12 & 26.13**

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C5. POST-INSTALLED ANCHORS:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Inspect installation of post-installed anchors	See Notes	SI*	1617A.1.19, Table 1705A.3 Item 4a (Continuous) & 4b (Periodic), 1705A.3.8 (See Appendix for exemptions). ACI 318-14 Sections 17.8 & 26.13. * May be performed by the project inspector when specifically approved by DSA.
<input checked="" type="checkbox"/>	b. Test post-installed anchors.	Test	LOR	1910A.5. (See Appendix for exemptions.)

C6. OTHER CONCRETE:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a.			

DSA 103-19: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (STEEL AND ALUMINUM), 2019 CBC

1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-16; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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S/A1. STRUCTURAL STEEL, COLD-FORMED STEEL AND ALUMINUM USED FOR STRUCTURAL PURPOSES				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Verify identification of all materials and: • Mill certificates indicate material properties that comply with requirements. • Material sizes, types and grades comply with requirements.	Periodic	*	Table 1705A.2.1 Item 3a 3c. 2202A.1; AISI S100-16 Section A3.1 & A3.2, AISI S240-15 Section A3 & A5, AISI S220-15 Sections A4 & A6. * By special inspector or qualified technician when performed off-site.
<input checked="" type="checkbox"/>	b. Test unidentified materials	Test	LOR	2202A.1.
<input type="checkbox"/>	c. Examine seam welds of HSS shapes	Periodic	SI	DSA IR 17-3.
<input checked="" type="checkbox"/>	d. Verify and document steel fabrication per DSA-approved construction documents.	Periodic	SI	Not applicable to cold-formed steel light-frame construction, except for trusses (1705A.2.4).
<input type="checkbox"/>	e. Buckling restrained braces.	Test	LOR	Testing and special inspections in accordance with IR 22-4.

S/A2. HIGH-STRENGTH BOLTS:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Verify identification markings and manufacturer's certificates of compliance conform to ASTM standards specified in the DSA-approved documents.	Periodic	SI	Table 1705A.2.1 Items 1a & 1b, 2202A.1; AISC 360-16 Section A3.3, J3.1, and N3.2; RCSC 2014 Section 1.5 & 2.1; DSA IR 17-8 & DSA IR 17-9.
<input type="checkbox"/>	b. Test high-strength bolts, nuts and washers.	Test	LOR	Table 1705A.2.1 Item 1c, 2213A.1; RCSC 2014 Section 7.2; DSA IR 17-8.
<input type="checkbox"/>	c. Bearing-type ("snug tight") connections.	Periodic	SI	Table 1705A.2.1 Item 2a, 1705A.2.6, 2204A.2; AISC 360-16 J3.1, J3.2, M2.5 & N5.6; RCSC 2014 Section 9.1; DSA IR 17-9.
<input type="checkbox"/>	d. Pretensioned and slip-critical connections.	*	SI	Table 1705A.2.1 Items 2b & 2c, 1705A.2.6, 2204A.2; AISC 360-16 J3.1, J3.2, M2.5 & N5.6; RCSC 2014 Sections 9.2 & 9.3; DSA IR 17-9. * "Continuous" or "Periodic" depends on the tightening method used.

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-16; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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S/A3. WELDING:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Verify weld filler material identification markings per AWS designation listed on the DSA-approved documents and the WPS.	Periodic	SI	1705A.2.5, Table 1705A.2.1 Items 4 & 5; AWS D1.1 and AWS D1.8 for structural steel; AWS D1.2 for Aluminum; AWS D1.3 for cold-formed steel; AWS D1.4 for reinforcing steel; DSA IR 17-3.
<input checked="" type="checkbox"/>	b. Verify weld filler material manufacturer's certificate of compliance.	Periodic	SI	DSA IR 17-3.
<input checked="" type="checkbox"/>	c. Verify WPS, welder qualifications and equipment.	Periodic	SI	DSA IR 17-3.

S/A4. SHOP WELDING (IN ADDITION TO SECTION S/A3):				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds.	Continuous	SI	Table 1705A.2.1 Items 5a.1 4; AISC 360-16 (and AISC 341-16 as applicable); DSA IR 17-3.
<input checked="" type="checkbox"/>	b. Inspect single-pass fillet welds ≤ 5/16", floor and roof deck welds.	Periodic	SI	1705A.2.2, Table 1705A.2.1 Items 5a.5 & 5a.6; AISC 360-16 (and AISC 341-16 as applicable); DSA IR 17-3.
<input type="checkbox"/>	c. Inspect welding of stairs and railing systems.	Periodic	SI	1705A.2.1; AISC 360-16 (and AISC 341-16 as applicable); AWS D1.1 & D1.3; DSA IR 17-3.
<input type="checkbox"/>	d. Verification of reinforcing steel weldability other than ASTM A706.	Periodic	SI	1705A.3.1; AWS D1.4; DSA IR 17-3. Verify carbon equivalent reported on mill certificates.
<input type="checkbox"/>	e. Inspect welding of reinforcing steel.	Continuous	SI	Table 1705A.2.1 Item 5b, 1705A.3.1, Table 1705A.3 Item 2, 1903A.8; AWS D1.4; DSA IR 17-3.

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-16; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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	Test or Special Inspection	Type	Performed By	Code References and Notes
	S/A5. FIELD WELDING (IN ADDITION TO SECTION S/A3):			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds.	Continuous	SI	Table 1705A.2.1 Items 5a.1 4; AISC 360-16 (AISC 341-16 as applicable); DSA IR 17-3.
<input type="checkbox"/>	b. Inspect single-pass fillet welds ≤ 5/16".	Periodic	SI	Table 1705A.2.1 Item 5a.5; AISC 360-16 (AISC 341-16 as applicable); DSA IR 17-3.
<input type="checkbox"/>	c. Inspect end-welded studs (ASTM A-108) installation (including bend test).	Periodic	SI	2213A.2; AISC 360-16 (AISC 341-16 as applicable); AWS D1.1; DSA IR 17-3.
<input type="checkbox"/>	d. Inspect floor and roof deck welds.	Periodic	SI	1705A.2.2, Table 1705A.2.1 Item 5a.6; AISC 360-16 (AISC 341-16 as applicable); AWS D1.3; DSA IR 17-3.
<input type="checkbox"/>	e. Inspect welding of structural cold-formed steel.	Periodic	SI*	1705A.2.5; AWS D1.3; DSA IR 17-3. The quality control provisions of AISI S240-15 Chapter D shall also apply. * May be performed by the project inspector when specifically approved by DSA.
<input type="checkbox"/>	f. Inspect welding of stairs and railing systems.	Periodic	SI*	1705A.2.1; AISC 360-16 (AISC 341-16 as applicable); AWS D1.1 & D1.3; DSA IR 17-3. * May be performed by the project inspector when specifically approved by DSA.
<input type="checkbox"/>	g. Verification of reinforcing steel weldability.	Periodic	SI	1705A.3.1; AWS D1.4; DSA IR 17-3. Verify carbon equivalent reported on mill certificates.
<input type="checkbox"/>	h. Inspect welding of reinforcing steel.	Continuous	SI	Table 1705A.2.1 Item 5b, 1705A.3.1, Table 1705A.3 Item 2, 1903A.8; AWS D1.4; DSA IR 17-3.

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-16; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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	Test or Special Inspection	Type	Performed By	Code References and Notes
	S/A6. NONDESTRUCTIVE TESTING:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Ultrasonic	Test	LOR	1705A.2.1, 1705A.2.5; AISC 341-16 J6.2, AISC 360-16 N5.5; ANSI/ASNT CP-189, SNT-TC-1A; AWS D1.1, AWS D1.8; DSA IR 17-2.
<input type="checkbox"/>	b. Magnetic Particle	Test	LOR	1705A.2.1, 1705A.2.5; AISC 341-16 J6.2, AISC 360-16 N5.5; ANSI/ASNT CP-189, SNT-TC-1A; AWS D1.1, AWS D1.8; DSA IR 17-2.
<input type="checkbox"/>	c.	Test	LOR	

	S/A7. STEEL JOISTS AND TRUSSES:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Verify size, type and grade for all chord and web members as well as connectors and weld filler material; verify joist profile, dimensions and camber (if applicable); verify all weld locations, lengths and profiles; mark or tag each joist.	Continuous	SI	1705A.2.3, Table 1705A.2.3; AWS D1.1; DSA IR 22-3 for steel joists only. 1705A.2.4; AWS D1.3 for cold-formed steel trusses.

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-16; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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	Test or Special Inspection	Type	Performed By	Code References and Notes
	S/A8. SPRAY APPLIED FIRE-PROOFING:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Examine structural steel surface conditions, inspect application, take samples, measure thickness and verify compliance of all aspects of application with DSA-approved documents.	Periodic	SI	1705A.14.
<input type="checkbox"/>	b. Test bond strength.	Test	LOR	1705A.14.6.
<input type="checkbox"/>	c. Test density.	Test	LOR	1705A.14.5.

	S/A9. ANCHOR BOLTS AND ANCHOR RODS:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Anchor Bolts and Anchor Rods	Test	LOR	Sample and test anchor bolts and anchor rods not readily identifiable per procedures noted in DSA IR 17-11.
<input type="checkbox"/>	b. Threaded rod not used for foundation anchorage.	Test	LOR	Sample and test threaded rods not readily identifiable per procedures noted in DSA IR 17-11.

	S/A10. Other Steel			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a.			

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections

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Exempt items given in DSA IR A-22 or the 2019 CBC (including DSA amendments) and those items identified below with a check mark by the design professional are NOT subject to DSA requirements for the structural tests / special inspections noted. **Items marked as exempt shall be identified on the approved construction documents.** The project inspector shall verify all construction complies with the approved construction documents.

	SOILS:
<input type="checkbox"/>	1. Deep foundations acting as a cantilever footing designed based on minimum allowable pressures per CBC Table 1806A.2 and having no geotechnical report for the following cases: A) free standing sign or scoreboard, B) cell or antenna towers and poles less than 35'-0" tall (e.g., lighting poles, flag poles, poles supporting open mesh fences, etc.), C) single-story structure with dead load less than 5 psf (e.g., open fabric shade structure), or D) covered walkway structure with an apex height less than 10'-0" above adjacent grade.
<input type="checkbox"/>	2. Shallow foundations, etc. are exempt from special inspections and testing by a Geotechnical Engineer for the following cases: A) buildings without a geotechnical report and meeting the exception item #1 criteria in CBC Section 1803A.2 supported by native soil (any excavation depth) or fill soil (not exceeding 12" depth per CBC Section 1804A.6), B) soil scarification/recompaction not exceeding 12" depth, C) native or fill soil supporting exterior non-structural flatwork (e.g., sidewalks, site concrete ramps, site stairs, parking lots, driveways, etc.), D) unpaved landscaping and playground areas, or E) utility trench backfill.

	CONCRETE/MASONRY:
<input type="checkbox"/>	1. Post-installed anchors for the following: A) exempt non-structural components (e.g., mechanical, electrical, plumbing equipment - see item 7 for "Welding" in the Appendix below) given in CBC Section 1617A.1.18 (which replaces ASCE 7-16, Section 13.1.4) or B) interior nonstructural wall partitions meeting criteria listed in exempt item 3 for "Welding."
<input type="checkbox"/>	2. Concrete batch plant inspection is not required for items given in CBC Section 1705A.3.3.2 subject to the requirements and limitations in that section.
<input type="checkbox"/>	3. Non-bearing non-shear masonry walls may be exempt from certain DSA masonry testing and special inspection items as allowed per DSA IR 21-1.16. Refer to construction documents for specific exemptions accordingly for each applicable wall condition.
<input type="checkbox"/>	4. Epoxy shear dowels in site flatwork and/or other non-structural concrete.

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections

Application Number: 03-122888	School Name: Simi Valley High School	School District: Simi Valley Unified School District
DSA File Number: 56-H6	Increment Number:	Date Created: 2022-12-12 11:08:22

	CONCRETE/MASONRY:
<input type="checkbox"/>	5. Testing of reinforcing bars is not required for items given in CBC Section 1910A.2 subject to the requirements and limitations in that section.

	WELDING:
<input type="checkbox"/>	1. Solid-clad and open-mesh fences, gates with maximum leaf span of 10', and gates with a maximum rolling section of 10' all having an apex height less than 8'-0" above lowest adjacent grade. When located above circulation or occupied space below, these gates/fences are not located within 1.5x gate/fence height (max 8'-0") to the edge of floor or roof.
<input type="checkbox"/>	2. Handrails, guardrails, and modular or relocatable ramps associated with walking surfaces less than 30" above adjacent grade (excluding post base connections per the 'Exception' language in Section 1705A.2.1); fillet welds shall not be ground flush.
<input type="checkbox"/>	3. Non-structural interior cold-formed steel framing spanning less than 15'-0", such as in interior partitions, interior soffits, etc. supporting only self weight and light-weight finishes or adhered tile, masonry, stone, or terra cotta veneer no more than 5/8" thickness and apex less than 20'-0" in height and not over an exit way. Maximum tributary load to a member shall not exceed the equivalent of that occurring from a 10'x10' opening in a 15' tall wall for a header or king stud.
<input type="checkbox"/>	4. Manufactured support frames and curbs using hot rolled or cold-formed steel (i.e., light gauge) for mechanical, electrical, or plumbing equipment weighing less than 2000# (equipment only) (connections of such frames to superstructure elements using welding will require special inspection as noted in selected item(s) for Sections S/A3, S/A4 and/or S/A5 of listing above).
<input type="checkbox"/>	5. Manufactured components (e.g., Tolco, B-Line, Afcon, etc.) for mechanical, electrical, or plumbing hanger support and bracing (connections of such components to superstructure elements using welding will require special inspection as noted in selected item(s) for Sections S/A3, S/A4 and/or S/A5 of listing above).
<input type="checkbox"/>	6. TV Brackets, projector mounts with a valid listing (see DSA IR A-5) and recreational equipment (e.g., playground structures, basketball backstops, etc.) (connections of such elements to superstructure elements using welding will require special inspection as noted in selected item(s) for sections S/A3, S/A4 and/or S/A5 located in the Steel/Aluminum category).
<input type="checkbox"/>	7. Any support for exempt non-structural components given in CBC Section 1617A.1.18 (which replaces ASCE 7-16, Section 13.1.4) meeting the following: A) when supported on a floor/roof, <400# and resulting composite center of mass (including component's center of mass) ≤4' above supporting floor/roof, B) when hung from a wall or roof/floor, <20# for discrete units or <5 plf for distributed systems.

DSA 103-19: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS(SIGNATURE), 2019 CBC

Application Number:
03-122888
DSA File Number:
56-H6

School Name:
Simi Valley High School
Increment Number:

School District:
Simi Valley Unified School District
Date Created:
2022-12-12 11:08:22

Name of Architect or Engineer in general responsible charge:

Amador Whittle Architects

Name of Structural Engineer (When structural design has been delegated):

Will Lambert (Orion Structural Group, Inc.)

Signature of Architect or Structural Engineer:



Date:

12/12/2022



Note: To facilitate DSA electronic mark-ups and identification stamp application, DSA recommends against using secured electronic or digital signatures.

DSA STAMP

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 03-122888 INC:
REVIEWED FOR
SS ☒ FLS ☒ ACS ☒
DATE: 04/21/2023

DSA 103-19: LIST OF REQUIRED VERIFIED REPORTS, CBC 2019**Application Number:**

03-122888

School Name:

Simi Valley High School

School District:

Simi Valley Unified School District

DSA File Number:

56-H6

Increment Number:**Date Created:**

2022-12-12 11:08:22

1. Structural Testing and Inspection: Laboratory Verified Report Form DSA 291

2. Post-installed Anchors: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292

3. Shop Welding Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292

4. Field Welding Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292

Attachment 2 - Fee Only



June 16, 2023

Simi Valley Unified School District
 101 W. Cochran St.
 Simi Valley, CA 93065

Proposal No: 2023.06.0108
 DSA No.: 03-122889
 File No.: 56-H6

ATTENTION: Robin Rickman

**SUBJECT: Proposal for Materials Testing and Inspection Services for the Simi Valley H.S. -
 Girls Locker Room Alterations, 5400 Cochran St., Simi Valley, CA 93063**

NV5 is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate

	Rate	Units	Total
Soils / Asphalt:			
Sr. Soil / Asphalt Technician	\$ 122 hr	28	\$ 3,416.00
Max Density (base)	\$ 295 ea	1	\$ 295.00
Max Density (soil)	\$ 240 ea	1	\$ 240.00
Extraction Gradation	\$ 270 ea	1	\$ 270.00
Max Density - Bulk Specific Gravity (3 pt. LTMD)	\$ 250 ea	1	\$ 250.00
Nuclear Gauge	\$ 40 dy	6	\$ 240.00
Field Vehicle	\$ 65 dy	6	\$ 390.00
Concrete:			
Concrete Batch Plant Inspection	\$ 122 hr	16	\$ 1,952.00
Concrete Technician - (cast cylinders)	\$ 122 hr	16	\$ 1,952.00
Concrete compression tests (5 cyls. per set)	\$ 28 ea	20	\$ 560.00
Concrete cylinder pickup/stripping/curing	\$ 16 ea	20	\$ 320.00
Non-Shrink Grout Inspection	\$ 122 hr	4	\$ 488.00
Non-Shrink Grout compression tests (sets of 3 ea.)	\$ 60 ea	3	\$ 180.00
Sample pickup (>25 miles from lab)	\$ 80 hr	3	\$ 240.00
Reinforcing Steel Bend tests	\$ 72 ea	2	\$ 144.00
Reinforcing Steel Tensile tests (up to and including #8)	\$ 72 ea	2	\$ 144.00
Reinforcing Steel sampling (4 hr. min.)	\$ 96 hr	4	\$ 384.00
Epoxy Inspection + load test	\$ 122 hr	12	\$ 1,464.00
Equipment - calibrated ram	\$ 106 dy	1	\$ 106.00
Anchor Installation + testing	\$ 122 hr	12	\$ 1,464.00
Equipment - torque wrench	\$ 30 dy	2	\$ 60.00
Ceiling Wires (hanger and bracing)	\$ 122 hr	12	\$ 1,464.00
Equipment (dead weight)	\$ 180 dy	1	\$ 180.00
Field Vehicle	\$ 65 dy	14	\$ 910.00
Structural Steel:			
Shop Welding Inspection + material ID	\$ 106 hr	20	\$ 2,120.00
Field Welding Inspection (<i>if required</i>)	\$ 122 hr	8	\$ 976.00
Field Vehicle	\$ 65 dy	4	\$ 260.00

Proposal - Simi HS -Girls Locker Room Alterations

June 16, 2023

Miscellaneous:

Trip Charge	\$	35	ea	25	\$	875.00
Sr. Engineer	\$	190	hr	8	\$	1,520.00
TOTAL:					\$	22,864.00

Assumptions:

- 1 Fee estimate is provided from information provided by Owner's representative based on first two concrete placement events.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Charges will be billed on a time-and-materials basis in accordance with the rates presented in our fee estimate. Additional services not specifically included in this proposal will be billed on a time-and-materials basis in accordance with the attached 2023 Schedule of Fees and prevailing wage rates.
- 3 Inspection and testing callouts will be 4 or 8 hour minimum daily charges.

NV5 West, Inc. appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
NV5 West, Inc.



 Carol Harrison
 Client Service Manager

Reviewed By,



 Scott Moors, CEG 1901
 Vice President

Attachment: Terms and Conditions
 2023 Fee Schedule

GENERAL TERMS AND CONDITIONS

1. The Agreement. This Agreement between the parties, which shall describe and govern Client's engagement of "Consultant" to provide "Services" in connection with the "Project" identified in the "Proposal", consists of the Proposal, these terms and conditions, Consultant's fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. Consultant requests written acceptance of the Agreement through its Proposal Acceptance Form, but the following actions shall also constitute Client's acceptance of the Agreement: (1) issuing an authorizing purchase order for any of the Services; (2) authorizing Consultant's presence on site; or (3) notification, written (including e-mail) or oral, to Consultant to proceed with any of the Services.

2. Standard of Care. The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, consultant during the course of the engagement. In connection with such information, Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change over time. Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant's recommendations are not followed.

3. Site Access and Conditions. Client will provide Consultant access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that Consultant must be allowed free access to the site. While Consultant agrees to take reasonable precautions to minimize damage to the site, Client understands that, in the normal course of performing the Services, some damage may occur, and further understands that Consultant is not responsible for the correction of any such damage unless so specified in the Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Consultant will take reasonable precautions to avoid known subterranean structures and utilities, and Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

4. Cooperation and Project Understanding. To the extent requested by Consultant, Client will make available to Consultant all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to Consultant any new information concerning site condition which becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect Consultant's performance of the Services. Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Consultant shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client shall indemnify Consultant against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.

5. Sample Disposal. Unless other arrangements are made, Consultant will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by Consultant. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, Consultant shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal. Consultant may be able to arrange for the transportation and disposal of hazardous materials at Client's request.

6. Construction Monitoring. If Consultant is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the Proposal, then this Section 6 shall apply. If Consultant's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, Consultant will report observations and professional opinions to Client. Consultant shall report to Client any observed work which, in Consultant's opinion, does not conform to plans and specifications. Consultant shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of Consultant, or Consultant's site representative, can be construed as modifying any agreement between Client and others. Consultant's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of Consultant, nor the presence of Consultant or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon Consultant any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client its general contractor or construction manager is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make Consultant an additional insured under any general contractor's general liability insurance policy. Prior to the commencement of the Work, Client shall provide Consultant with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to Consultant and shall be endorsed to include: (1) Consultant as additional insured; and (2) a waiver of subrogation as to Consultant. This insurance shall be primary to any insurance available to Consultant. In the event Consultant expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling

7. Project Changes. In the event Client, the Project owner, or other party makes any changes in the plans and specifications, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant's written consent for such changes.

8. Ownership of Documents. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant in connection with this engagement, shall remain the property of Consultant.

9. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Consultant will be paid for Services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

10. Risk Allocation and Limitation of Liability. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or \$50,000 whichever is more. Client agrees that Consultant shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

11. Discovery of Unanticipated Hazardous Materials. Client warrants that it has made reasonable efforts to inform Consultant of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site where there is no reason to believe they are present. Consultant and Client agree that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a renegotiation of the scope of Consultant's Services or termination of such Services or this Agreement. Consultant agrees to notify Client as soon as practicable should hazardous materials be encountered at the site. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by

Federal, State, and local regulations. Client agrees to make the required report at the recommendation of Consultant, or, if unable to do so, authorizes Consultant to make such report. Client also agrees to inform the Project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the Project site, including any costs created by delay of the Project and any costs associated with possible reduction of the property's value. Client is responsible for ultimate disposal of any samples secured by Consultant which are found to be contaminated.

12. Subsurface Conditions. Consultant cannot know or guarantee the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. Client acknowledges that there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although Consultant will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and agrees to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate Consultant for any time spent and expenses incurred in defense of any such claim.

13. Insurance. Consultant shall not (1) post a bond, (2) insure, or (3) indemnify Client against losses caused from the acts or omissions of other Contractors or Subcontractors that are not under contract to perform work for Consultant. Client shall require other Contractors and Subcontractors to carry adequate insurance coverage and any performance for Client to insure and indemnify Consultant against claims for damages and to insure compliance or work performance and materials with Project requirements. Client also agrees to make Consultant an additional insured under any general contractor's general liability insurance policy.

14. Resolution of Disputes. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant, unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State where the Project is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Consultant shall be brought within one year of the work or Services performed under this Agreement.

15. Assigns. Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of Consultant, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement.

16. Non-Solicitation & Hiring of Employees. To promote an optimum working relationship, the Client agrees in good faith not to directly or indirectly employ or otherwise engage any employee of Consultant or any person employed by Consultant within the prior twelve month period without the prior written consent of Consultant. This restriction shall apply during the term of and for a period of one (1) year after the termination of this Agreement. The Client further agrees that loss of any such employee would involve considerable financial loss of an amount that could not be readily established by Consultant. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to Consultant, the Client shall pay to Consultant a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

17. Governing Law and Survival. The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State in which the Project is located. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. Failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

18. Billing and Payment. Client shall pay Consultant the lump sum amount indicated in the Proposal, or, if no lump sum amount is indicated, in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Fee schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued. Should Consultant be called upon to testify for or on behalf of the Client on matters arising out of or related to the Work, Client shall compensate Consultant for its time at a rate of two times (2x) the Consultant's standard billing rates.

19. Waiver of Jury Trial. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

20. Liability for Others. Consultant shall not be responsible for the acts or omissions of the Client, architect, architect's other consultants, contractor, subcontractor, other third parties or their respective agents, employees, assigns, successors, or other persons performing any of the work. Consultant shall promptly notify Client if Consultant becomes aware of any inconsistencies in the Services or information provided by other parties.

21. Delays. Consultant shall not be liable to Client for delays. Client shall indemnify, defend, and hold harmless Consultant from any actions or claims arising from delays.

22. Waiver. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

23. Enforceability. This Agreement shall be interpreted by the parties in a manner that ensures this Agreement's compliance with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and Consultant, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.

24. Severability. Should a court find one of the provisions of this Agreement unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

25. Entire Agreement. To the extent allowed by law, any agreement that is part of the scope of Consultant's Services and incorporated by reference into this Agreement shall be subordinated to the terms and conditions of this Agreement where they conflict. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

2023 GEOTECHNICAL / MATERIAL TESTING FEE SCHEDULE

GENERAL TERMS & CONDITIONS

1. **Testing Samples** - An hourly preparation charge will be added to all samples submitted that are not ready for testing.
2. **Turn-Around-Time** - Standard TAT indicated in superscript. See notes regarding TAT at bottom of page 3.
RUSH: 50% surcharge. Sample prioritized over other samples in que.
PRIORITY: 100% surcharge: Completed as fast as possible per method.
3. **Project Setup** - A \$225 fee applies for setup and administration of On-Call agreements and contracts less than \$3,500.
4. **Scheduling** - A minimum of 24-hour notice is required to schedule personnel (48-hour for DSA/OSHPD projects). For same-day scheduling, a 50% premium applies. Same-day cancellations will incur a 2-hour charge. Cancellation after field personnel have been dispatched will be charged a 4-hour minimum charge.
5. **Minimum Charges** - A minimum charge of 4 hours applies to inspection/testing call-out between 0 and 4 hours. Eight (8) hours will be charged for work performed over 4 hours up to 8 hours. Overtime charges will be rounded to the nearest half hour.
6. **Overtime Rates** - Rates are based on an 8-hour workday between 7:00 a.m. and 4:00 p.m., Monday-Friday. Work outside of these hours or in excess of 8 hr/day or 40 hr/wk will be charged at 1.5 times the listed rates. Work over 12 hours in 1 day or work on Sundays or holidays will be charged at 2.0 times quoted rates. Night / Special Shift work is charged a 1.5 times normal rate unless a full week's work (5 days) is scheduled.
7. **Holidays** - New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the following Friday, and

Christmas Day. For holidays falling on Saturday or Sunday, the closest regular workday will be observed.

8. **Travel** - Hourly travel is charged portal-to-portal for technicians. Travel charges may be waived for special inspectors within 25 miles of our laboratory. Mileage/Trip Charges charged at rates listed below.
9. **Per Diem** - Per diem will be charged at 1.1 times the Federal (GSA) rate for all out-of-town assignments unless otherwise arranged.
10. **Project Management & Report Distribution** - All assignments are under the supervision of a Registered Professional Engineer. Engineering time of 0.1 hour per inspection day or 1/2-hour/week (min) will be invoiced for scheduling, management, & report review.
11. **Outside Services / Drillers-CPT / Subcontractors** - Cost plus 15%.
12. **Prevailing Wage** - Client shall notify NV5, in writing, of any requirement for payment of California Prevailing Wage or other predetermined wage condition. Client agrees to indemnify NV5 against all costs related Client's failure to notify NV5 of wage requirements.
13. **Sample Disposition** - Unless previously arranged, all samples will be disposed upon completion of testing. Samples suspected of contamination will be held pending disposition by Client. Samples may be archived for a specified period for an agreed monthly fee - typically \$5/mo per ring/tube sample, \$10/mo AC box, \$15/mo bulk.
14. **Certified Payroll** - A \$45 per week, per project processing fee for Certified Payroll will be assessed on Prevailing Wage Projects.
15. **Escalation** - Listed rates are subject to annual escalation in accordance with NV5 Ventura's published annual Fee Schedule. Updated Fee Schedules will be published annually and become effective January 1.

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

(Hourly rates unless otherwise indicated. Charges are portal-to portal from/to NV5's lab)

A. Professional Staff	Standard
Principal Engineer/Geologist/Consultant	\$ 215
Senior Engineer/Geologist/Consultant (PE, CEG)	\$ 190
Project Engineer/Geologist/Consultant	\$ 175
Sr. Staff Engineer/Geologist/Consultant	\$ 150
Staff Engineer/Geologist/Consultant	\$ 138
Construction Services Manager	\$ 185
Project Manager	\$ 175

B. Technical Staff	Prevailing Wage	Standard
ICC Special Inspector I / Soil-Asphalt-ACI Technician I	\$ 122	\$ 96
ICC Special Inspector II / Soil-Asphalt-ACI Technician II	\$ 126	\$ 106
ICC Special Inspector III / Soil-Asphalt-ACI Technician III	\$ 132	\$ 116
AWS Certified Welding Inspector I	\$ 126	\$ 100
AWS Certified Welding Inspector II	\$ 132	\$ 110
Roofing/Waterproofing Inspector I	\$ 122	\$ 100
Roofing/Waterproofing Inspector II	\$ 132	\$ 110
NDT Technician I (UT/Mag Part./Dye Pen.)	\$ 122	\$ 100
NDT Technician II (UT/Mag Part./Dye Pen.)	\$ 132	\$ 110

C. Public Works/DSA/OSHPD Inspection	Standard
Project Inspector / OSHPD IOR C, DSA PI III	\$ 110
Project Inspector / OSHPD IOR B, DSA PI II	\$ 120
Project Inspector / OSHPD IOR A, DSA PI I	\$ 130
DSA Masonry / Shotcrete Inspection I	\$ 122 \$ 106
DSA Masonry / Shotcrete Inspection II	\$ 132 \$ 122

D. Sample Pickup, Delivery, Storage & Mileage	Standard
Sample Pickup/Delivery (>25mi. radius of Lab) - plus applicable unit price	\$ 80/hr
Saturday Sample Pickup/Delivery (hourly, 4 hr minimum, plus mileage)	\$ 120/hr
Mileage / Trip Charge - Field Vehicle (\$35/day min. charge)	\$ 0.75/mi
Mileage - Coring Truck	\$ 0.85/mi
Vehicle - Field Truck 2WD	\$ 65/day
Vehicle - Field Truck 4WD	\$ 85/day

E. Diamond Coring (min. charge = field time w/travel + 1 hr. mob./demob.)	
Machine, truck & 1 operator (accessible flatwork only)	\$245/hr \$ 208/hr
Machine, truck & operator & helper	\$360/hr \$ 312/hr
Coring Bit Charge	\$ 3.50/in

F. Support Staff & Special Services

	Standard
Laboratory Technician	\$135/hr
Certified Payroll Admin.(per project)	\$45/wk
Court Appearance and Depositions (4 hr min)	\$440/hr
Clerical	\$76/hr
Special Inspection Verified Report (SIVR/VR)	\$ 312 (min.) ea.
Laboratory / Geotech. Verified Rpt (DSA 291/293 - Test only)	\$ 515 (min.) ea.
Combined Lab Verified Report (DSA 291 - Tests & Inspections)	\$ 670 (min.) ea.
DSA 5 SI (Inspector Qualifications)	\$ 90 ea.

II. MATERIALS AND EQUIPMENT

A. Equipment	Rate
1. Air Meter (Concrete)	\$ 60/dy
2. Asphalt Patch (cold patch / cutback) - per bag	\$ 48/dy
3. Calibrated Hydraulic Ram (Pull test)	\$ 106/dy
4. Ceiling Wire Dead-Weight Equip.	\$ 180/dy
5. Coating Thickness Gauge	\$ 125/dy
6. Concrete Slab Moisture Emission Kit / RH Probe (ea.)	\$ 95/ea
7. Floor Flatness (plus labor - 4hr min)	\$ 635/dy
8. Durometer Gauge (Shore A/D)	\$ 65/dy
9. Dynamic Cone Penetrometer (Wildcat w/ 35 lb hammer)	\$ 550/dy
10. Generator (Portable)	\$ 105/dy
11. Ground Penetrating Radar (GPR) - (plus labor - 4 hr min)	\$ 440/dy
12. Hardness Gauge (Brinell, Rockwell)	\$ 135/dy
13. Non-Shrink High-Strength Grout (per bag)	\$ 55/dy
14. Nuclear Density Gauge	\$ 40/dy
15. Pachometer (Rebar) Survey Equipment	\$ 110/dy
16. Peristaltic Groundwater Sampling Pump	\$ 240/dy
17. Portable Generator	\$ 100/dy
18. Scaffold - Portable	\$ 125/dy
19. Schmidt Hammer	\$ 85/dy
20. Skidmore Wilhelm, per day	\$ 235/dy
21. Torque Wrench (Large, >100 ft-lb), per day	\$ 95/dy
22. Torque Wrench (Small), per day	\$ 30/dy
23. Ultrasonic / Mag. Particle Equipment & Consumables	\$ 85/dy



2023 FEE SCHEDULE

III. LAB TESTS: AGGREGATE, SOIL, & STONE

A Soils - Geotechnical

1. Atterberg Limits (LL and PL) – ASTM D4318, CTM 204 ^B	\$ 215
2. Consolidation (up to 9 Load/Rebound Pts) – ASTM D2435 ^E	\$ 375
3. Collapse – ASTM D4546 ^B	\$ 185
4. additional Load Increment (Consol./Collapse) – per pt.	\$ 72
5. Direct Shear, remolded sample – ASTM D3080 ^D	\$ 328
6. Direct Shear, undisturbed (ring) sample – ASTM D3080 ^D	\$ 276
7. Expansion Index – ASTM D4829 ^B	\$ 238
8. Moisture & Dry Density (ring samples) ^A	\$ 26
9. Organic Content by Oven Burn-off – ASTM D2974	\$ 250
10. pH (soil) – ASTM D4972 ^C	\$ 42
11. Resistivity – ASTM G57 ^C	\$ 66
12. Resistivity (Minimum) – CTM 643 ^C	\$ 175
13. Soil Classification – ASTM D2488 – Visual-Manual ^A	\$ 50
14. Soluble Chloride (soils) ^C	\$ 89
15. Soluble Sulfate (soils) ^C	\$ 89
16. Unconfined compression on prepared specimens	\$ 155

B Particle Size Analysis

(listed fees are for standard ASTM C33 sieve stack, special sieves by quote)

1. Sand Equivalent – ASTM D2419, CTM 217 ^A	\$ 128
2. Sieve #200 wash only – ASTM D1140, CTM 202 ^A	\$ 106
3. Sieve (coarse or fine only, no wash – ASTM C136, CTM 202) ^A	\$ 117
4. Sieve (coarse & fine w/ wash – ASTM C136, CTM 202) ^A	\$ 148
5. Hydrometer w/ Fine Sieve – ASTM D422, CTM 203 ^B	\$ 238
6. Hydrometer w/ Fine & Coarse Sieve – ASTM D422, CTM 203 ^B	\$ 270

C Moisture Density Relationship

1. Max. Density-Opt. Moisture (4 in. mold) – ASTM D1557, D698 ^A	\$ 240
2. Max. Density-Opt. Moisture (6 in. mold) – ASTM D1557, D698 ^A	\$ 295
3. Max. Density-Opt. Moist. w/ Rock Corr. – ASTM D1557, D4718 ^A	\$ 350
4. Maximum Density Checkpoint (4 in. mold) ^A	\$ 104
5. Caltrans Relative Compaction (Wet Density) – CTM 216 ^A	\$ 310

D Aggregate, Soil & Rock

1. Abrasion Resistance by LA Rattler – ASTM C131, CTM 211 ^B	\$ 228
2. Absorption, sand or gravel – ASTM C127, C128 ^B	\$ 65
3. California Bearing Ratio (CBR) with expansion – ASTM D1883 ^C	\$ 760
4. Clay lumps and friable particles, per primary size – ASTM C142 ^C	\$ 122
5. Cleanness Test – ASTM D4740, CTM 227 ^A	\$ 138
6. Crushed particles, per primary size ^C	\$ 175
7. Durability Index (\$120 per size fraction) – CTM 229 ^A	\$ 228
8. Flat & Elongated Particles (per bin size) – ASTM D4791 ^C	\$ 200
9. Lightweight pieces, per size fraction – ASTM C123 ^C	\$ 425
10. Moisture determination (aggregate samples) ^A	\$ 37
11. Mortar making properties of Sand ASTM C87 ^D	\$ 410
12. Organic Impurities – ASTM C40, CTM 213 ^B	\$ 102
13. Petrographic Analysis of Gravel – ASTM C295 (single grading) ^E	\$ 525
14. Petrographic Analysis of WC Sand – ASTM C295 (pre-graded) ^E	\$ 900
15. Potential Reactivity Test – ASTM C289 Chemical Method ^D	\$ 525
16. Potential Reactivity – ASTM C227 Mortar Bar Method (3 month) ^E	\$ 830
Each additional month	\$ 125
17. Potential Reactivity Test – ASTM C1260 Rapid Method ^E	\$ 665
18. Potential Reactivity – ASTM C1293 Mortar Bar w/ Pozz (12 m) ^E	\$ 1,695
Extend to 24-months add (C1293 requires Sp.Grav. & Unit Weight)	\$ 850
19. Potential Reactivity Test – ASTM C1567 Rapid-Cement Combo ^E	\$ 805
20. 'R' Value – ASTM D2844, CT 301 (Treated material by quote) ^B	\$ 335
21. Specific gravity w/ absorption - coarse – ASTM C127, CTM 206) ^B	\$ 118
22. Specific gravity w/ absorption - fine – ASTM C128, CTM 207) ^B	\$ 138
23. Sulfate Soundness, 5 cycle test per primary size – ASTM C88 ^D	\$ 386
24. Thermal Resistivity of Soil (including 1 proctor curve)	\$ 1,090
25. Uncompacted Void Content of Fine Aggregate – AASHTO T304 ^B	\$ 186
26. Unit weight – ASTM C29	\$ 77

E Lime Treatment / Soil Cement / CTB Tests

1. Lime Treatment: pH by Eades & Grim – ASTM D6267 ^B	\$ 382
2. Lime Treatment: Fabrication & Compaction (3) – ASTM D3551 ^B	\$ 466
3. Lime Treatment: Compressive Strength (ea) – ASTM D5102 ^B	\$ 117
4. Soil Cement – Moist.-Dens. - ASTM D558 – Lab Mixed ^B	\$ 434
5. Soil Cement – Moist.-Dens. - ASTM D558 – Field Mixed ^C	\$ 325
6. Soil Cement – Wet-Dry Durability – ASTM D559 ^E	\$ 1,040
7. Soil Cement – Freeze-Thaw Durability – ASTM D560 ^E	\$ 1,215
8. Soil Cement – Mix, Compact & Cure Specimen – ASTM D1632 ^A	\$ 138
9. Soil Cement – Compressive Strength - ea sample – ASTM D1633 ^A	\$ 127
10. Cement Treated Base (CTB), compact & cure (3 samples) ^E	\$ 466
11. Cement Treated Base – Compression (ea)	\$ 116

12. Cement Treated Base – Stability (3)	\$ 555
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F Rip Rap / Rock Slope Protection / Dimensional Stone Tests

1. Rock Gradation ^D	hourly engineering charge (per quote)
2. Absorption / Apparent Specific Gravity – ASTM C127, CTM 206 ^D	\$ 138
3. Durability – CTM 229 ^D	\$ 292
4. Percentage Wear – ASTM C131 ^D	\$ 248
5. Compressive Strength – ASTM C170 ^D	\$ 148
6. Water Absorption & Density – ASTM C97 (3 required) ^D	\$ 94
7. Modulus of Rupture – ASTM C99 ^D	\$ 161
8. Flexural Strength – ASTM C880 ^D	\$ 182
9. Sulfate Soundness – ASTM D5240 (5 cycle) ^E	\$ 466
10. Sample Preparation (cutting/crushing/processing – 1 hr min)	\$ 204/hr
(Comp., MOR & Flex Str. require 5 samples ea. in wet & dry conditions // & ⊥ to rift.)	
(All prices are for prepared samples. Cutting and machining charges are extra.)	

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A Cement

1. Grab sample (CCR Title 24) includes 1 year storage	\$ 80
2. Compression Test – High Strength Grout 2" cube – ASTM C109	\$ 66

B Concrete

1. Concrete compression: 6x12 cylinder – ASTM C39 ^A	\$ 34
2. Concrete compression: 4x8 cylinder – ASTM C39 ^A	\$ 28
3. Concrete cylinder pickup: 6x12 (>25mi. radius of Lab add hourly pickup rate)	\$ 22
4. Concrete cylinder pickup: 4x8 (>25mi. radius of Lab add hourly pickup rate)	\$ 16
5. Concrete cylinder mold (w/ lid - spare)	\$ 12
6. Concrete core compression test – ASTM C42 ^C	\$ 82
7. Concrete Trial Batch (includes 6 compression tests)	\$ 935
8. Concrete Mix Design Review (excludes testing & revisions)	\$ 292
9. Concrete mix proportion revision	\$ 205
10. Density of Lightweight Struct. Concrete (ASTM C567 -Equil) ^C	\$ 230
11. Drying shrinkage – ASTM C157 (set of 3, 5 ages) ^E	\$ 605
12. End preparation of cores, diamond sawing, per cut	\$ 24
13. Flexural beam pick-up (>25mi. radius of Lab add hourly pickup rate)	\$ 50
14. Flexural strength, 6"x6" beam – ASTM C78 & C293 ^A	\$ 94
15. Shotcrete/Gunite core compression test (not including coring)	\$ 60
16. Coring of Shotcrete/Gunite panel in laboratory, each core	\$ 72
17. Shotcrete/Gunite panel pick-up (>25mi. radius of Lab add hourly pickup rate)	\$ 90
18. Lab Trial Batch, not including specimen tests - ASTM C192	Per Quote
19. Lightweight. insulating concrete compress, 4 req. – ASTM C495	\$ 94
20. Lightweight insulating concrete – unit weight (oven dry)	\$ 118
21. Modulus of elasticity, 4"x8" cylinder – ASTM C469 ^D	\$ 300
22. Non-Shrink (Dry-Pack) Grout Compression – 2"x2"x2"	\$ 60
23. Petrographic Analysis - Hardened Concrete – ASTM C856 (per core) ^E	\$ 1,150
24. Poisson's Ratio on 6"x12" cylinders – ASTM C469 ^D	Per Quote
25. Splitting Tensile – ASTM C496 ^D	\$ 220
26. Thermal Resistivity – Concrete - FTB	\$ 1,100

C Masonry

1. Absorption - brick, 5 required – ASTM C67 ^D	\$ 85
2. Absorption - masonry unit, 3 required – ASTM C140 ^D	\$ 66
3. Compression, brick, 5 required – ASTM C67 ^D	\$ 55
4. Compression - masonry core ^C	\$ 62
5. Compression - masonry prisms 8"x 8" – ASTM C1314 ^D	\$ 195
6. Compression - masonry unit, 3 required – ASTM C140 ^D	\$ 100
(requires absorption/unit weight tests for net area)	
7. Dimensions – masonry unit, 3 required ^D	\$ 60
8. Compression test, grout specimens	\$ 45
9. Compression test, mortar specimens	\$ 45
10. Diamond sawing of masonry specimens, if required (minimum)	\$ 32
11. Linear shrinkage, masonry unit, set of 3 – ASTM C426 ^E	\$ 545
12. Masonry Unit Acceptance Tests – ASTM C140 ^D	\$ 685
(includes absorption, compression, dimensions, unit weight)	
13. Mortar Aggregate Ratio – ASTM C780 (A4) ^B	\$ 382
14. Modulus of rupture, brick, 5 required – ASTM C67 ^D	\$ 128
15. Moisture content - masonry unit (as received), 3 req'd – ASTM C140 ^D	\$ 55
16. Relative Mortar Strength - CTM 515 ^D	\$ 495
17. Sample Pickup – Grout, Mortar (per specimen)	\$ 35
18. Sample Pickup – Masonry Prism (per specimen)	\$ 90
19. Shear test on masonry core – CBC 2105A.4 ^B	\$ 127
20. Tensile test on masonry block	\$ 495
21. Unit weight, masonry unit, 3 required – ASTM C140 ^D	\$ 66
22. Veneer Shear Test – ASTM C482 ^D (5 required)	\$ 220
23. Visual Examination & Photo-Document Core – CBC 2105A.4 ^B	\$ 55



NV5 WEST, INC. (Ventura, CA)

2023 FEE SCHEDULE

V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

A General Testing

1. Processing mill certification (each size & heat)	\$	28
2. Rockwell or Brinell Hardness, average of three readings	\$	40
3. Zinc coating, each item (includes Haz Mat Fee) ^C	\$	238

B Reinforcing Steel

1. Deformations, reinforcing steel ^C	\$	66
2. Pre-stress, strand or wire, tensile & elongation ^D	Per Quote	
3. Proof test on post-tension assembly	Per Quote	
4. Bend Test (rebar) ^C	\$	72
5. Tensile test (rebar), up to & including #8 ^C	\$	72
6. Tensile test (rebar) #9, #10, #11 ^D	\$	138
7. Tensile test (rebar) #14, #18 ^D	\$	228
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar) ^D	\$	245

C Structural Steel

1. Cutting & machining charges	cost + 15%	
2. Bend test, structural, all sizes	\$	85
3. Tensile test, $\leq \frac{3}{4}$ " cross-section (cutting & machining extra)*	\$	95
4. Tensile test, $> \frac{3}{4}$ " cross-section (cutting & machining extra)*	\$	145

*Tensile and yield by percent offset, add \$85

D High Strength Bolts

1. DSA-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer) ^D	\$	366
2. Bolts – proof load (non-DSA) ^D	\$	50
Bolts – ultimate load ^D	\$	72
Bolts – hardness ^D	\$	39
3. Nuts – proof load ^D	\$	50
Nuts – hardness ^D	\$	39
4. Washers – hardness ^D	\$	39

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

1. Calibration Certificates	Per Quote	
2. Density of Sprayed Fireproofing	\$	125
3. Jobsite Trailer or Mobile Laboratory	Per Quote	
4. Universal Testing Machine (Hourly)	\$	250
5. Ground Rod Test (plus travel)	\$	250

VII. ASPHALT & ASPHALTIC CONCRETE

A. Emulsions And Slurry Seals

1. Consistency test – ASTM D3910 ^A	\$	106
2. pH determination ^B	\$	84
3. Residue by Evaporation – T59, CT330, D6934 ^A	\$	160
4. Solids content by evaporation and ignition extraction (slurry) ^A	\$	275
5. Wet Track Abrasion – ASTM D3910 (prep. not included) ^A	\$	178

B. Asphaltic Concrete, Aggregate And Mixes

1. Bulk Specific Gravity (HVEEM – 3 pt. LTMD) CT308 / T166 ^A	\$	250
2. Coring of asphaltic concrete – See Section E Diamond Coring		
3. Extraction, % bitumen and sieve analysis		
Ignition Oven Method – CTM 382, 202 ^A	\$	270
Solvent Extraction Method – ASTM D2172 ^B	\$	460
4. Extraction, % binder only		
Ignition Oven Method – CTM 382 ^A	\$	195
Solvent Extraction Method – ASTM 2172 ^B	\$	360
5. Film stripping – CTM 302 ^C	\$	186
6. Gyrotory Compaction, 6" specimen, Lab Mix* – AASHTO T312 ^B	\$	400
7. Gyrotory Compaction, 6" specimen, Plant Mix* – AASHTO T312 ^B	\$	345
* Add \$115 for Asphalt Rubber		
8. Hamburg Wheel Track – AASHTO T324 ^B	\$	1,660
9. Ignition Oven Correction Factor – CTM 382 ^B	\$	725
10. Marshall – Preparation & Compaction ^A	\$	233
11. Marshall - Stability and flow (core) – ASTM D6927 ^A	\$	145
12. Marshall - Stability and flow (bulk) – ASTM D6927 ^B	\$	366
13. Marshall - Specific Gravity – ASTM D2926 ^A	\$	256
14. Theoretical Maximum Specific Gravity (RICE) – D-2041, CT 309 ^A	\$	222
15. Moisture content – ASTM D-1461 ^A	\$	126
16. Recovery of Extracted Asphalt (extraction only) - ASTM D5404 ^D	\$	280
17. Recovery of rubber from ARHM extraction ^D	\$	350
18. Specific gravity of core – ASTM D2726 ^A	\$	66
19. HVEEM Stabilometer test on premixed sample – CTM 366 ^A	\$	208
Stabilometer test and mixing of sample ^B	\$	445
20. Surface Abrasion – CTM 360 ^C	\$	585
21. Resistance to Moisture Induced Damage – T-283 ^D	\$	2,060
22. Resistance to Moisture Induced Damage – CT 371 ^D	\$	2,950

A,B,C,D,E **Standard Turn-Around-Times:** (where applicable TAT indicated in superscript following method):

A – 3 working days; B – 5 working days; C – 7 working days;
D – 10 working days; E – >10 working days

Standard TAT indicates anticipated testing time under typical conditions and is subject to availability and precedence. RUSH TAT prioritizes testing over other samples. PRIORITY TAT dedicates technician to complete test as quickly as possible per the method specifications – hourly charges will apply for weekend or holiday work.

ADDITIONAL TESTS: NV5 performs a broad spectrum of field and laboratory testing. This Fee Schedule lists only the most common tests performed. For information regarding additional testing services, please contact our laboratory.



Certificate Of Completion

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Status: Completed

Subject: Complete with DocuSign: SVHS Girls Locker Room Reno - NV5 R24-00527.pdf

Source Envelope:

Document Pages: 31

Signatures: 7

Envelope Originator:

Certificate Pages: 5

Initials: 1

Bond Contracts

AutoNav: Enabled

Simi Valley Unified School District

Enveloped Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

6/30/2023 10:07:41 AM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

Signer Events

Scott Moors

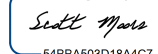
scott.moors@nv5.com

Vice President

NV5 West, Inc.

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

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Timestamp

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Electronic Record and Signature Disclosure:

Accepted: 7/5/2023 12:07:31 PM

ID: b74fab7a-5c16-456a-a547-3af84b426ef7

Maria Nieto

maria.nieto@simivalleyusd.org

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

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Ron Todo

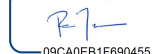
ron.todo@simivalleyusd.org

Associate Superintendent

Simi Valley Unified

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

Accepted: 8/16/2023 3:56:04 PM

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

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/30/2023 10:16:45 AM
Certified Delivered	Security Checked	8/16/2023 3:56:04 PM
Signing Complete	Security Checked	8/16/2023 3:56:11 PM
Completed	Security Checked	8/16/2023 3:56:11 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Simi Valley Unified School District:

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

To contact us by email send messages to: sean.goldman@simivalleyusd.org

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

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

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To request paper copies from Simi Valley Unified School District

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

To withdraw your consent with Simi Valley Unified School District

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

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

Required hardware and software

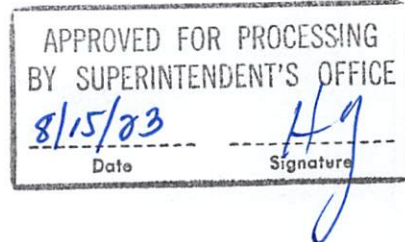
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Acknowledging your access and consent to receive and sign documents electronically

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

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

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



TITLE: APPROVAL OF RATIFICATION OF MASTER AGREEMENT NO. 005058-409-G BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NV5 WEST, INC. FOR TESTING LABORATORY OF RECORD SERVICES FOR DISTRICT CONSTRUCTION PROJECTS

Business & Facilities
Consent #11

August 15, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On May 16, 2023, the Board of Education approved the list of selected firms for on-call testing laboratory-of-record services, which includes the firm of NV5 West. The Division of the State Architect (DSA) requires a testing laboratory for testing and inspection of structural materials for construction projects throughout the District.

Fiscal Analysis

Fees will be determined per project.

Recommendation

This item is presented for Board of Education ratification.

On motion # 8 by Trustee LaBelle, seconded by Trustee Jubran and carried by a vote of 4/0/1, the Board of Education, by a roll-call vote, approved of Ratification of Master Agreement No. 005058-409-G Between Simi Valley Unified School District and NV5 West, Inc. for Testing Laboratory of Record Services for District Construction Projects.

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

AGREEMENT FOR ON-GOING LABORATORY OF RECORD SERVICES**Master Agreement Number 005058-409-G**

This Agreement for On-Going Laboratory of Record Services ("Agreement") is entered into June 27, 2023 by and between SIMI VALLEY UNIFIED SCHOOL DISTRICT ("District") and NV5 WEST, INC. ("LOR"). This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

WHEREAS, from time-to-time, the District is engaged in the design, bidding and construction of works of improvement consisting generally of the demolition, construction and/or alteration of new and existing physical facilities and maintenance (deferred and scheduled) of physical facilities and equipment/building repairs; these works of improvement are hereinafter collectively referred to as "the Projects" and singularly referred to as "an Assigned Project".

WHEREAS, in or about March, 2023, the District issued a Request for Qualifications ("RFQ") pursuant to which the District solicited proposals from firms which are approved by the Division of State CONSULTANT ("DSA") Laboratory Evaluation and Acceptance Program ("LEA") to provide construction materials test/inspection services for Assigned Projects on an on-going basis.

WHEREAS, the LOR submitted a written response to the RFQ ("the RFQ Response"); by this reference, the RFQ and the RFQ Response are incorporated into this Agreement.

WHEREAS, the District desires to retain the LOR to provide and perform construction materials tests/inspections and related services during construction of the Assigned Projects; the specific terms and conditions for an Assigned Project will be as set forth in the Project Assignment Amendment ("PAA") in substantially the form attached hereto as Exhibit A.

WHEREAS, LOR and its personnel providing LOR Services are qualified and capable of providing and performing the LOR Services and other obligations of the LOR under this Agreement in accordance with the terms hereof.

WHEREAS, as required by DSA Regulations, the LOR and personnel of the LOR completing LOR Services shall be duly qualified and certified by DSA to complete the LOR Services for an Assigned Project.

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

AGREEMENT**ARTICLE 1 LOR SERVICES**

- 1.1 General. The LOR Services set forth in this Agreement shall be completed by personnel employed by the LOR who are skilled, experienced and qualified to perform and complete the LOR Services assigned to them. At all times during the Term of this Agreement and when providing LOR Services for an Assigned Project, the LOR must be accepted into DSA's Laboratory Evaluation and Acceptance Program.
- 1.2 Assigned Projects. The LOR will complete LOR Services for each Project assigned to the LOR ("Assigned Project") for completion of LOR Services by a Project Assignment Amendment ("PAA") in the form and content attached hereto as Exhibit A. The LOR acknowledges that the District has the sole discretion to retain others to provide LOR Services for any District work of improvement. Unless the District issues the LOR a PAA for an Assigned Project pursuant to the terms hereof, the LOR is not obligated to provide any LOR Services and there is no compensation due from the District to the LOR.

- 1.3 LOR Services. Unless otherwise expressly provided in a PAA for an Assigned Project, the LOR Services for each Assigned Project include without limitation, completion of the tests/inspections of construction materials noted in DSA Form 103 for the Assigned Project. In addition, the LOR shall comply with all requirements of DSA Procedure Regulation PR13-01 ("PR13-01") in effect as of the date of this Agreement and as may be amended from time-to-time during the Term of this Agreement. Without limiting or modifying PR13-01 or DSA Form 103, the following describe, but do not limit or modify obligations, duties and responsibilities of the LOR under PR13-01 and DSA Form 103 for an Assigned Project.
- 1.3.1 Review of Construction Documents. Prior to commencement of LOR Services for an Assigned Project, personnel assigned by the LOR to the Assigned Project shall carefully review the Construction Documents to fully understand: (i) the nature, scope and requirements of the Assigned Project and the construction/installation of portions thereof; (ii) the construction materials tests/inspections required for the Assigned Project; and (iii) the Assigned Project Construction Schedule.
- 1.3.2 Construction Materials Tests/Inspections.
- 1.3.2.1 DSA Form 103. Unless otherwise indicated in the PAA for an Assigned Project, LOR shall conduct and complete all tests/inspections of construction materials noted in DSA Form 103 for the Assigned Project.
- 1.3.2.2 LOR Timely Completion. LOR shall complete test/inspection of construction materials timely without delay, disruption or hindrance to the schedule progress of Project construction.
- 1.3.2.3 LOR Tools, Equipment. LOR and its personnel shall provide all necessary tools, equipment, references and materials necessary to conduct tests/inspections subject to this Agreement and LOR's obligations under this Agreement. The Contract Price hereunder shall not be subject to adjustment on account of any tools, equipment, references or other materials obtained by LOR to complete tests/inspections subject to this Agreement or LOR's obligations under this Agreement.
- 1.3.3 LOR Reports. A material obligation of the LOR under this Agreement is the timely completion and submission of all reports required of the LOR under PR13-01 for each Assigned Project. The foregoing includes without limitation, timely completion and submission of: (i) interim verified reports and (ii) verified report for each Assigned Project.
- 1.3.4 Form DSA 152 Inspection Card. The District or the CONSULTANT for each Assigned Project will request DSA to issue of Form DSA 152 Inspection Card for the Assigned Project. The LOR and its personnel assigned to the Assigned Project shall be responsible for complying with and completing all responsibilities of the LOR under PR13-01 relating to the Form DSA 152 Inspection Card.
- 1.3.5 Deviations from DSA Approved Construction Documents; LOR Billings. If construction materials subject to test/inspection deviate from requirements of the DSA approved Construction Documents for the Assigned Project and further/additional test/inspection are necessary after corrective or remedial work is completed, all costs, fees, expenses or other charges billed by the LOR to the District for such further/additional test/inspection shall be specifically noted in LOR billings hereunder as costs, fees, expenses or other charges for test/inspection of corrective/remedial work.
- 1.3.6 Duplicate Test/Inspection; LOR Billings. If any construction materials previously subject to acceptable test/inspection by LOR and LOR are subsequently requested to re-test/re-inspect the same or similar construction materials, LOR billings to District for such re-test/re-inspection shall be specifically noted in LOR billings as costs, fees, expenses or other charges for duplicate or repeated tests/inspections.

- 1.3.7 Project Meetings. If requested by the District or the Construction Manager, the LOR's personnel shall attend Assigned Project meetings or other meetings relating to Assigned Project construction/construction materials.
- 1.3.8 Assigned Project Communications. The LOR shall comply with project communications requirements established by the District for each Assigned Project, including without limitation, web-based Project communications and web-based project records. The LOR's personnel performing LOR Services shall, without adjustment of the Contract Price due the LOR for an Assigned Project, be sufficiently trained and skilled in the use and application of communications required by the District for the Assigned Project.
- 1.4 LOR Scheduling and Completion of Tests/Inspections. The Construction Manager, District or CONSULTANT will notify the LOR of when LOR personnel are required at the Site or other location to complete test/inspections of construction materials ("LOR Test Notice") for an Assigned Project. Provided that LOR Test Notice is delivered to the LOR at least two (2) business days in advance of the date for LOR personnel at the Site or other location to complete the test(s)/inspection(s) designated in the LOR Test Notice, the LOR shall conduct and complete the test(s)/inspection(s) designated in accordance with each LOR Test Notice. The LOR is liable to the District for all costs, losses, charges or liabilities arising out of the failure of the LOR to complete LOR Services in accordance with LOR Test Notices.
- 1.5 Prohibited Actions/Activities. The LOR and personnel of the LOR shall not: (i) authorize, direct or permit deviations from the DSA approved Construction Documents or DSA approved modifications thereto for an Assigned Project; (ii) direct performance of any portion of the Work of an Assigned Project, including without limitation directing the Contractor(s)' construction means, methods techniques, sequences or procedures; and/or (iii) interfere with the Work of the Contractor or the services of other participants to the Assigned Project, including without limitation, the CONSULTANT, the Construction Manager and the District.
- 1.6 Additional LOR Services. Services not included in the LOR Services are Additional LOR Services. Without invalidating this Agreement, the District may make changes to the LOR Services by adding, deleting or modifying the LOR Services described in herein by written notice to the LOR. If Additional LOR Services are authorized by the District which are not the result of the LOR's fault or neglect, the LOR will be compensated for authorized Additional LOR Services in accordance with this Agreement.
- 1.7 LOR Standard of Care. The LOR Services and authorized Additional LOR Services for each Assigned Project; if any, shall be performed and provided by LOR and its personnel: (i) using the LOR's best skill and attention; (ii) with due care and in accordance with applicable standards of professional care; (iii) in accordance with applicable laws, rules and regulations; and (iv) in accordance with the terms of this Agreement. The LOR acknowledges that the LOR Services are to be provided and performed in conjunction with other services provided by other parties relating to each Assigned Project, including without limitation, the CONSULTANT, Construction Manager and the Contractor for the Assigned Project. Accordingly, LOR acknowledges and agrees that the LOR Services will be provided as required by the progress of construction of the Assigned Project and that the LOR Services will be provided and completed in a manner so as not to delay, hinder or interrupt the orderly and timely progression and completion of construction of the Assigned Project. The LOR is liable to the District for the consequences of its failure to provide, perform and/or complete the LOR Services or authorized Additional LOR Services in accordance with the terms of this Agreement.
- 1.8 LOR as Independent Contractor; Limited LOR Agency. In providing services under this Agreement, the LOR is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the LOR is authorized to act as an agent or representative of the District. The LOR shall be liable to the District and third parties for the

consequences of its conduct which exceed the express limited scope of the LOR to act on behalf of the District.

- 1.9 DIR Registered Contractor. At all times while providing LOR Services under this Agreement, the LOR shall be a registered contractor with the Department of Industrial Relations pursuant to Labor Code §1725.5.

ARTICLE 2 DISTRICT RESPONSIBILITIES

- 2.1 Access to Project Site. The District will provide LOR and its personnel access to the Project Site for purposes of conducting test/inspection and performance of LOR obligations hereunder. LOR and its personnel shall comply with all rules, regulations, restrictions and other use-limitations established in, on or about the Project Site. LOR personnel violating such rules, regulations, restrictions or use-limitations are subject to removal from the Site.
- 2.2 Project Information. The District will provide the LOR with one (1) copy of the Project Construction Documents.

ARTICLE 3 CONTRACT PRICE.

- 3.1 Contract Price for LOR Services. The Contract Price for the LOR Services for each Assigned Project shall be set forth in the PAA for each Assigned Project. The basis of the District's payment of the Contract Price for the LOR Services for each Assigned Project shall be in accordance with the Test/Inspection Cost Breakdown attached to and incorporated into each PAA for an Assigned Project. The Contract Price for the LOR Services set forth in a PAA is the full amount due from the District to the LOR for the LOR Services for the Assigned Project, including the LOR's fee, personnel expenses (including all benefits and burdens) for LOR personnel and others providing any part of the LOR Services, travel of LOR personnel and others performing LOR Services to and from their respective offices/homes and the Project Site and the District's Administrative Offices, travel within the **Counties of Los Angeles, Orange, Ventura and Kern**, costs, expense or other charges for completing tests/inspections; materials, equipment and other items necessary to complete LOR Services, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with performance of LOR Services under this Agreement.
- 3.2 Adjustment of Contract Price for Off-Site Location Test/Inspection. If any test/inspection subject to a PAA is required to be conducted or completed by LOR's personnel at a location situated more than a one hundred (100) mile radius from the District's Administrative Offices ("Off-Site Location"), the Contract Price for the Assigned Project is subject to adjustment, as agreed upon in writing prior to work being performed. Except as expressly set forth below, there shall be no other adjustment of the Contract Price for any Assigned Project for any test/inspection completed at an Off-Site Location.
- 3.3 Additional LOR Services. If the District authorizes Additional LOR Services for an Assigned Project, the District's payment of such Additional LOR Services shall be based upon a mutually agreed upon lump sum fixed price, based on the Test/Inspection Cost Breakdown for the Assigned Project.
- 3.4 Reimbursable Expenses. Except for adjustments of the Contract Price for test/inspection at an Off-Site Location pursuant to Paragraph 3.2 above, there are no Reimbursable Expenses due LOR for completing the LOR Services for an Assigned Project.
- 3.5 LOR Billings for Payment of Contract Price. During the course of providing LOR Services, LOR shall submit monthly billing invoices to the District for payment of the Contract Price for LOR Services and any authorized Additional LOR Services for tests/inspections completed in the immediately prior month. LOR's billings shall be in such form and format and with such substantiating materials as may be reasonably requested by District. If the LOR is concurrently providing LOR Services for multiple Assigned Projects, the LOR shall submit separate billings for each Assigned Project.

- 3.6 District Payment of Contract Price. Within thirty (30) days of receipt of LOR's billing invoices, District will make payment to LOR of undisputed amounts of the Contract Price due for Assigned Project LOR Services, authorized Additional LOR Services and authorized Reimbursable Expenses. The District may withhold or deduct portions of the Contract Price otherwise due LOR for an Assigned Project hereunder if the LOR 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 such failure of performance has been fully cured, less costs, damages or losses sustained by the District resulting therefrom.
- 3.7 LOR's Payments. The LOR shall promptly pay its employees and others performing or providing LOR Services or authorized Additional LOR Services for an Assigned Project upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the LOR's payments to personnel providing or performing LOR Services or authorized Additional LOR 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 LOR Services or authorized Additional Services, the obligation for compliance rests solely with the LOR without adjustment of the Contract Price for an Assigned Project.

ARTICLE 4 INSURANCE; INDEMNITY

- 4.1 LOR Insurance. At all times during performance of LOR Services and authorized Additional LOR Services, the LOR shall maintain policies of insurance in the minimum coverage amounts set forth herein.
- 4.2 Workers' Compensation and Employers Liability Insurance. The Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by LOR. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy. The minimum coverage amount of the Workers Compensation Insurance policy shall be in accordance with applicable law. The minimum coverage amount of the Employers Liability Insurance policy shall be One Million Dollars (\$1,000,000). The foregoing notwithstanding, if LOR is a sole proprietorship form of business entity and there are no employees of the LOR, the foregoing requirements are inapplicable and waived for such an LOR.
- 4.3 Commercial General Liability Insurance. The Commercial General Liability and Property Insurance shall cover the types of claims set forth below which may arise out of or result from services under this Agreement and for which LOR may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of their employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than their employees; (iii) claims for damages insured by usual personal injury liability coverage; (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (v) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (vi) contractual liability insurance applicable to obligations under this Agreement. The District shall be an additional named insured to LOR's commercial general liability insurance policy. The minimum coverage amount of the Commercial General Liability insurance policy shall be Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate.
- 4.4 Automobile Liability Insurance. The Automobile Liability Insurance policy of LOR shall cover personal injury, accident damage and personal property damage arising out of owned, leased or rented automobiles. LOR's Automobile Liability Insurance shall be a combined single limit policy in the minimum coverage amount of One Million Dollars (\$1,000,000).

- 4.5 Professional Liability. LOR's Professional Liability insurance policy shall cover losses, damages and other liabilities arising out of LOR Services. The minimum coverage amount of LOR's Professional Liability Insurance policy shall be One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.
- 4.6 Policy Endorsements; Evidence of Insurance. The LOR 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 insurer(s) 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 District General Liability Insurance. The District will maintain General Liability Insurance covering the District for claims of bodily injury or death of persons and property damage. The District may at its sole election obtain such liability insurance from a commercially available source, a Joint Powers Authority or by self-insurance.
- 4.8 Indemnity.
- 4.8.1 LOR Indemnity of District. To the fullest extent permitted by law, the LOR shall indemnify, defend and hold harmless the Indemnified Parties who are the District and District's employees, officers, Board of Education (including each individual member of the District's Board of Education), agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of LOR's employees; (ii) injury or death of other persons or damage to property; or (iii) 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 LOR, it's the employees, agents and representatives in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, attorneys' fees and costs incurred by the Indemnified Parties and shall survive the completion of obligations under this Agreement or termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.
- 4.8.2 District Indemnity of LOR. The District shall indemnify and hold harmless LOR from all claims 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.

ARTICLE 5 TERM; TERMINATION; SUSPENSION

- 5.1 Term. The Term of this Agreement shall commence as of the date set forth above. Unless earlier terminated pursuant to the terms of this Agreement, the Term shall expire sixty (60) months thereafter. Notwithstanding expiration of the Term, if at expiration of the Term, there are remaining LOR Services or authorized Additional Services to be performed by the LOR in connection with an Assigned Project under a PAA issued prior to expiration of the Term of this Agreement, the LOR shall continue to diligently perform and complete all such remaining LOR Services or authorized Additional Services for the Assigned Project and the District will continue to make payment for the LOR Services and authorized Additional Services in accordance with the terms of the PAA for such an Assigned Project.
- 5.2 Termination for Default. Either the District or LOR may terminate this Agreement and all pending PAAs 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 default(s) and diligently thereafter prosecute such cure to completion. In addition to the

District's right to terminate this Agreement and all pending PAAs pursuant to the foregoing, the District may terminate this Agreement and all pending PAAs upon written notice to LOR if: (i) LOR becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by LOR 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 LOR or any of LOR's property on account of LOR's insolvency; or (ii) if LOR disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the LOR, if any, shall be based upon LOR Services and authorized Additional LOR Services for Assigned Projects provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price for each Assigned Project and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Payment of the amount due the LOR, if any, shall be made by District only after completion of construction of all Assigned Projects pending at the time of termination. LOR 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 LOR's default hereunder, to the extent that such losses, damages or other costs exceed any amount due LOR hereunder for LOR Services or authorized Additional LOR Services.

- 5.3 District Right to Suspend. The District may, in its discretion, suspend all or any part of construction of an Assigned Project or the LOR Services for an Assigned Project; provided, however, that if the District shall suspend construction of an Assigned Project or LOR Services for an Assigned Project for a period of sixty (60) consecutive days or more and such suspension is not caused by the LOR's default or the acts or omissions of the LOR, upon rescission of such suspension, the Contract Price for the Assigned Project will be subject to adjustment to reflect actual costs and expenses incurred by LOR, if any, as a direct result of the suspension and resumption of construction of the Assigned Project or LOR Services for the Assigned Project. Except as set forth herein, the Contract Price for an Assigned Project hereunder is not subject to adjustment for any suspension of construction authorized or directed by the District.
- 5.4 District Termination For District Convenience. The District may, at any time, upon seven (7) days advance written notice to LOR terminate this Agreement or a PAA, in whole or in part, for the District's convenience and without fault, neglect or default on the part of LOR. In such event, the Agreement or PAA, or such portion as designated by the District, shall be deemed terminated seven (7) days after the date of the District's written notice to the LOR or such other time as the District and LOR may mutually agree upon. In such event, the District shall make payment of the Assigned Project Contract Price to LOR for LOR Services and authorized Additional Services provided through the date of termination. Except as set forth above, the LOR shall not be entitled to other compensation if the District exercises the right to terminate hereunder, including without limitation anticipated profit on the unperformed portion of LOR Services.
- 5.5 LOR Suspension of LOR Services. If the District fails to make payment of the Contract Price undisputedly due the LOR for an Assigned Project, the LOR may, upon seven (7) days advance written notice to the District, suspend further performance of LOR Services for the Assigned Project until payment in full of the undisputed portion of the Contract Price is received. In such event, LOR shall have no liability for any delays or additional costs of construction of the Assigned Project due to, or arising out of, such suspension.
- 5.6 LOR Obligations Upon Termination. Upon expiration of the Term of this Agreement or the termination hereof, LOR shall take action as directed by the District relating to the LOR Services and related work product. The LOR shall within five (5) days of such expiration or termination assemble and deliver to the District the LOR's Project Records including without limitation: (i) all work product, instruments of service and other items of a tangible nature; (ii) documents, including drawings, reports and or electronic files thereof; (iii) tests results, inspection

notes/observations; and (iii) product samples received or prepared by or on behalf of the LOR relating to the Project or LOR Services. The LOR may, at its sole cost and expense, make reproductions of the foregoing Project Records delivered to the District solely for LOR's archival purposes.

ARTICLE 6 MISCELLEANOUS

- 6.1 Governing Law; Interpretation. This Agreement shall be governed and interpreted in 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 LOR. 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.
- 6.2 Time. Time is of the essence to this Agreement. The time for performance of any obligation hereunder by either Party shall be extended if performance of such obligation is delayed or prevented by conduct of the other Party, acts of God, or other unforeseeable events.
- 6.3 Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of LOR and the District. Neither LOR nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.
- 6.4 Project Records. Records, documents and other materials generated or received by LOR and its personnel in the course of performing services hereunder shall be delivered to the District upon termination of this Agreement or completion of obligations under this Agreement. LOR may, at its sole cost, make copies of such records for its own files.
- 6.5 Notices. Notices under this Agreement shall be addressed and delivered as set forth as follows.

If to District:

Lori Rubenstein
Bond Program Manager
Simi Valley Unified School District
101 W Cochran Street
Simi Valley, CA 93065

If to LOR:

Scott Moors
Vice President
NV5 West, Inc.
1868 Palm Drive, Suite A
Ventura, CA 93003

- 6.6 Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and remedies 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 District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the LOR.
- 6.7 Definitions.
- 6.7.1 CONSULTANT. The CONSULTANT is the person or entity identified as such in this Agreement. The CONSULTANT is retained by the District to prepare Design Documents for the Project and to provide other services in connection with design, bidding and construction of the Project. The term "CONSULTANT" includes Design Consultants retained by the CONSULTANT.
- 6.7.2 Contractor. The Contractor is the person or entity under contract to the District to construct the Project or portions thereof. The term "Contractor" includes Subcontractors under

contract to the Contractor and if the District awards more than one Construction Contract for construction of the Project, the term "Contractor" shall refer to all such Contractors.

6.7.3 Site. The physical area designated in the Construction Documents for Project construction and related activities.

6.7.4 Construction Documents. Drawings, specifications and other Instruments of Service prepared by or on behalf of the CONSULTANT for bidding and construction of the Project which are approved by DSA and permitted by DSA for construction. Construction Documents include modifications thereto authorized by the District after approval and permitting by DSA.

6.7.5 Construction Manager. The Construction Manager, if one is designated by the District for the Project, is an independent contractor retained by the District to assist the District in connection with construction of the Project. The Construction Manager is authorized to act on behalf of the District in connection with the Project as set forth herein and in the Construction Documents.

6.8 Disputes.

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

6.8.2 Mandatory Mediation. All claims, disputes and other matters in controversy between the LOR and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the JAMS and the Construction Mediation Rules of JAMS in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the LOR commencing arbitration proceedings pursuant to the following Paragraph.

6.8.3 Arbitration. All claims, disputes or other matters in controversy between LOR and District arising out of or pertaining to the Project or this Agreement which are not fully resolved through the mandatory mediation set forth above shall be settled and resolved by binding arbitration conducted under the auspices of the JAMS Construction Arbitration Rules in effect at the time of the filing of a Demand for Arbitration. The award rendered by the Arbitrator(s) shall be final and binding upon the District and the LOR and shall be supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296. Any written arbitration award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 and Rule R-43 of the JAMS Construction Arbitration Rules shall be invalid and unenforceable. The District and the LOR hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the award if, after review of the award, the Court determines either that the award is not supported by substantial evidence or that it is based on an error of law. If any claim or dispute is asserted by the LOR, the Construction Manager if any, the Contractor, CONSULTANT or the District relating to the Project and arising in whole or in part out of this Agreement or the services provided by or through the LOR hereunder, LOR and District agree that any arbitration proceedings initiated between LOR and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute. Any arbitration hereunder shall be conducted in the JAMS Regional Office closest to the Site.

6.8.4 LOR Compliance with Government Code §900, et seq. The foregoing dispute resolution procedures notwithstanding, neither the provisions of this Agreement issued hereunder,

shall be deemed to waive, limit or modify any requirements under Government Code §900, et seq. relating to the LOR's submission of claims to the District. The PM's strict compliance with all applicable provisions of Government Code §900, et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the PM's initiation of any other dispute resolution procedure or proceeding.

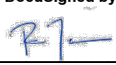
6.8.5 Limitation on Arbitration. Notwithstanding any other provision of this Article, the Superior Court for the State of California for the County of Santa Clara, shall have sole and exclusive jurisdiction, and an arbitrator shall have no authority, to hear and/or determine: (i) a challenge to the institution or maintenance of a proceeding in arbitration of a claim on the grounds that the claim is barred by the applicable statute of limitations, (ii) the claim is barred by a provision of the California Tort Claims Act, (iii) claimant has failed to satisfy any and all conditions precedent to arbitration, (iv) the right to compel arbitration has been waived by the petitioner, (v) grounds exist for the revocation of the arbitration agreement, and/or (vi) there is the prospect that a ruling in arbitration would conflict with a ruling in a pending proceeding regarding the Project on a common issue of law or fact.

6.9 Limitation on Special/Consequential Damages. In the event of the District's breach or default of its obligations under this Agreement, the damages, if any, recoverable by the LOR shall be limited to general damages which are directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. By executing the Agreement, the LOR expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations hereunder; the LOR expressly waives and relinquishes any recovery of special or consequential damages from the District.

6.10 Entire Agreement. The foregoing and Exhibit A hereto (Project Assignment Amendment) constitute the entire agreement and understanding between the District and LOR concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and LOR.

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

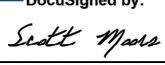
"DISTRICT"
SIMI VALLEY UNIFIED SCHOOL
DISTRICT

DocuSigned by:
By: 
09CA0EB1F690455...

Title: Ron Todo, Assistant Superintendent
Business and Facilities

Date: 7/5/2023

"LOR"
NV5 West, Inc.

DocuSigned by:
By: 
54BBA503D18A4C7...

Title: Scott Moors, Vice President

Date: 7/3/2023

FINGERPRINT CERTIFICATE – PUBLIC WORKS

I, Scott Moors, am the Vice President of
(Print Name) [SimiEDU45125-1] (Title)
NV5 West, Inc.. I declare, state, and certify all of the following:
(Entity)

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

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

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

Entity's DOJ → **AM245** ← **If your entity does not have an ORI #, STOP** and contact the School District's Purchasing Director at 805-306-4500
issued ORI

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

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

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

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

Executed at Ventura, CA this 3 day of July, 2023.
DocuSigned by: (City and State) [SimiEDU45125-1b]
Scott Moors Scott Moors
(Signature) (Handwritten or Typed Name)

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

FINGERPRINT CERTIFICATE**ATTACHMENT B-1**

[SimiEDU45125-2]

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

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

Adam Albert, Jeff Betus Fernando Carrillo Robert Castellanos Eric Clark

Edward Cleveland Michael Faggin Don Goldman Matt Habbberfield James Iverson

Melissa Moors Scott Moors Chet Smith Lewis Teixeira Jesse Wooten

--

**NON-COLLUSION DECLARATION
(SUBMIT WITH CONTRACT)****PROJECT:****STATE OF CALIFORNIA
COUNTY OF VENTURA**

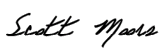
I, **Scott Moors**, being first duly sworn, deposes and says that I am
(Typed or Printed Name) [SimiPCC7106]
 the **Vice President** of **NV5 West, Inc.**, the party submitting
(Title) (Bidder Name)

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

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

Executed this 3 day of July, 2023 at Ventura, CA.
(City, County and State)

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

DocuSigned by:

(Signature) 54BBA503D18A4C7...
Scott Moors
(Name Printed or Typed)

**DRUG-FREE WORKPLACE CERTIFICATION
(SUBMIT WITH CONTRACT)**


I, **Scott Moors**, am the **Vice President** of
(Print Name) [SimiGOV8350] (Title)
NV5 West, Inc.
(Contractor Name)

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

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

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

Executed at **Ventura, CA** this **3** day of **July**, 20**23**.
DocuSigned by: (City and State)


(Signature)
Scott Moors
(Printed or Typed Name)

**TOBACCO-FREE ENVIRONMENT CERTIFICATION
(SUBMIT WITH CONTRACT)****PROJECT:**

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

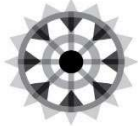
The contract between SIMI VALLEY UNIFIED SCHOOL DISTRICT ("District") and **NV5 West, Inc.** ("Contractor" or "Bidder") includes the following provisions: [SimiLAB6400]

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

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

Date: 7/3/2023

Contractor: **NV5 West, Inc.**
DocuSigned by:
Signature: Scott Moors
5400A703D18A4C7...
Print Name: **Scott Moors**
Title: **Vice President**



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Rules of Conduct

Project:

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

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

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

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

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

DocuSigned by:

Scott Moors

Authorized Signature...

Scott Moors

Print Name

NV5 West, Inc.

Company

[SimiROC]

Vice President

Title

7/3/2023

Date

APPENDIX - 1

EXHIBIT "A"



INSTRUCTIONS for the CERTIFICATE OF INSURANCE and ADDITIONAL INSURED ENDORSEMENT

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

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

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

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

Combined Single Limit (each accident) must be at least \$1,000,000.00.

Any "box" checked is preferred. Owned and Non-owned "boxes" must be checked at a minimum.

 - ADDITIONAL INSURED ENDORSEMENT "CA 20 48 10 13" or equivalent
- UMBRELLA LIABILITY *if applicable* provides additional coverage amount. Occurrence "box" must be checked.
- WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

Statutory limits required for Workers' Compensation. Minimum of \$1,000,000 for Employer's Liability.
- PROFESSIONAL LIABILITY or Errors & Omissions *if applicable* (typical for architects, consultants, etc.). Limit must be at least \$1,000,000.00. Claims Made "box" must be checked.
- POLLUTION LIABILITY *if applicable* (required for hazardous materials, waste haulers, pest control, etc.). Limit must be at least \$1,000,000.00 each occurrence (or as statutorily mandated by regulatory agencies)
- DESCRIPTION OF OPERATIONS

District prefers certificate be applicable to "All operations during the policy period at Simi Valley Unified School District sites". Carrier may limit certificate to a specific project.
- CERTIFICATE HOLDER **must read as follows:**

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

EXHIBIT "A"

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

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

Public Works / Contractors

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

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

POLICY NUMBER:

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

CG 20 37 07 04

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Page 1 of 1 □

Certificate Of Completion

Envelope Id: 1BEFB031F73047A0BB9909F24AC6CE36

Status: Completed

Subject: Complete with DocuSign: NV5 West - Master Agreement 005058-409-G.pdf

Source Envelope:

Document Pages: 21

Signatures: 7

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bond Contracts

AutoNav: Enabled

Simi Valley Unified School District

Enveloped Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

6/28/2023 2:46:26 PM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

Signer Events

Scott Moors

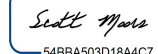
scott.moors@nv5.com

Vice President

NV5 West, Inc.

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

DocuSigned by:



54BBA503D18A4C7...

Signature Adoption: Pre-selected Style
Using IP Address: 47.148.34.170**Timestamp**

Sent: 6/28/2023 2:49:15 PM

Resent: 7/3/2023 8:42:09 AM

Viewed: 7/3/2023 10:23:42 AM

Signed: 7/3/2023 10:31:17 AM

Electronic Record and Signature Disclosure:

Accepted: 7/3/2023 10:23:42 AM

ID: c1307abe-912c-4413-bb8a-5f643c6cc8d4

Ron Todo

ron.todo@simivalleyusd.org

Associate Superintendent

Simi Valley Unified

Security Level: Email, Account Authentication
(None)

DocuSigned by:



09CA0EB1F690455...

Signature Adoption: Uploaded Signature Image
Using IP Address: 207.157.143.39

Sent: 7/3/2023 10:31:19 AM

Viewed: 7/5/2023 8:57:46 AM

Signed: 7/5/2023 8:57:52 AM

Electronic Record and Signature Disclosure:

Accepted: 7/5/2023 8:57:46 AM

ID: 212ba3f5-d54f-403c-8a03-c0fbaebb5049

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/28/2023 2:49:15 PM
Envelope Updated	Security Checked	6/28/2023 2:59:35 PM
Certified Delivered	Security Checked	7/5/2023 8:57:46 AM
Signing Complete	Security Checked	7/5/2023 8:57:52 AM
Completed	Security Checked	7/5/2023 8:57:52 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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To contact us by email send messages to: sean.goldman@simivalleyusd.org

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

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

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

Required hardware and software

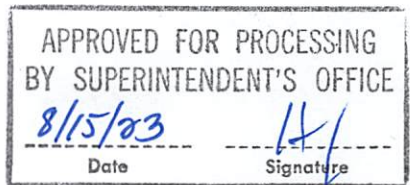
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



**TITLE: APPROVAL OF RATIFICATION OF AGREEMENT NO. R23-05268
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND HMC
ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING SERVICES
FOR THE MODERNIZATION OF BUILDING "H" FOR THE NEW
KITCHEN AT SIMI VALLEY HIGH SCHOOL**

Business & Facilities
Consent #13

August 15, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

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

HMC is the Architect for the new MPR project at Simi Valley HS. The project did include a new kitchen. The kitchen is now a separate project moving into the existing "H" building. Because the new kitchen project requires a separate Division of State Architect plan check number, contractually the projects became two (2) separate projects.

HMC will provide architectural and engineering services for a scope, including but not limited to: demolish the interior of the existing classroom Building "H" and rebuilding for a new kitchen and serving area; including but not limited to new layout to accommodate new kitchen equipment, walk-in freezer and refrigerators, warming ovens, office area, four (4) serving lines, new doors and windows, and modernization of the existing site work, parking, ADA path of travel and site work, as required.

Fiscal Analysis

The Contract Price for the Assigned Project will be according to the Office of Public School Construction (OPSC) sliding scale, based on the estimated construction costs, of \$6,000,000.00.

Modernization of Bldg "H":	\$627,500.00
Reimbursable:	\$ 25,100.00
Total Fee:	\$652,600.00 Funded with Measure X funds

The fees for this project will be deducted from the SVHS MPR HMC Contract R23-02250, based on construction costs.

Recommendation

It is recommended that the Board of Education approve the HMC Architects agreement R23-05268.

On motion # 8 by Trustee LaBelle, seconded by Trustee Subran
and carried by a vote of 4/0/1, the Board of Education, by a roll-call vote, approved of
Ratification of Agreement No. R23-05268 with HMC Architects.

Ayes: Pine
Subran
LaBelle
Bagdajanyan Noes: 1 Absent: Smolten Abstained: 0

EXHIBIT "H"

**PROJECT ASSIGNMENT AMENDMENT (PAA) #R23-05268
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES #003285-374-F**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District ("District") and HMC Architects ("Architect") as of *June 20, 2023*.

Whereas, the District entered into a written Agreement entitled Master Agreement for Architectural Services ("Agreement") generally establishing terms and conditions for the Architect's design professional services for Projects assigned by the District to the Architect;

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

Whereas, this PAA shall be considered attached to and incorporated into the Agreement as the Parties desire to identify a particular Project that will be completed pursuant to the terms of the Agreement.

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

Assigned Project Description. The Assigned Project is described as follows: Programing through Division of State Architects closeout for architectural and engineering services for a scope to demolish the interior of the existing classroom Building "H" and rebuilding for a new kitchen and serving area; including but not limited to new layout to accommodate new kitchen equipment, walk-in freezer and refrigerators, warming ovens, office area, four (4) serving lines, new doors and windows, and modernization of the existing site work, parking, ADA path of travel and site work, as required.

1. Assigned Project Construction Budget. The Construction Budget for the Assigned Project is estimated at: \$6,000,000.00.

2. Assigned Project Basic Services. The Basic Services Phases for the Assigned Project are:

Programing
Schematic Design
Design Development
Construction Documents
DSA Plan Check
Bidding
Construction
DSA Close Out

3. Assigned Project Design Disciplines and Design Consultants. The Design Disciplines included within the scope of the Assigned Project include the following: the Architect shall complete all services for the Design Disciplines noted below with its own employees or by Design Consultants to the Architect.

Design Disciplines; Electrical, Mechanical, Plumbing, Structural, Civil, landscape, Fire Sprinkler, Low Voltage, Technology, Food Services Facilities Design Services,
--

Design Consultants – As listed in the Master Agreement, as required with the exception of: Mechanical, Plumbing, Fire Sprinkler and Low Voltage - Budlong & Associates, Food Services – Webb Food Service Design

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

Basic Services Phases	Start Date
Programing	December 1, 2022
Schematic Design	January 2023
Design Development / Construction Documents	April 20223
DSA Plan Check	July 2023
Bidding	August 2024
Construction	October 2023
DSA Close Out	September 2024

5. **Assigned Project Contract Price.** The Contract Price for the Assigned Project will be according to the Office of Public-School Construction sliding scale, based on the estimated construction costs. **Six Hundred, Twenty-Seven Thousand, Five- Hundred Dollars (\$627,500.00) not including \$25,100.00 4% reimbursable.** The Contract Price for the Assigned Project is allocated to the Basic Services, as follows: See Attachment A – Feel Only

Modernization

Twelve percent (12%) of the first five hundred thousand dollars (\$500,000.00) of project computed cost. (Maximum of \$60,000.00)

Eleven and one-half percent (11 1/2%) of the next five hundred thousand dollars (\$500,000.00) of project computed cost. (Maximum of \$57,500.00)

Eleven percent (11%) of the next one million dollars (\$1,000,000.00) of project computed cost. (Maximum of \$110,000.00)

Ten percent (10%) of the next four million dollars (\$4,000,000.00) of project computed cost. (Maximum of \$400,000.00)

Nine percent (9%) of the next four million dollars (\$4,000,000.00) of project computed cost. (Maximum of \$360,000.00)

Five percent (5%) of the project computed cost in excess of ten million dollars (\$10,000,000.00).

Total Fee:

Modernization: \$627,500.00

Reimbursable: \$ 25,100.00

Total Fee: \$652,600.00



District shall pay Architect per Exhibit "D" in the Master Agreement.

Reimbursables will be a Not – To – Exceed 4% of \$627,500.00 for a total of \$25,100.00

The fees for this project will be deducted from the SVHS MPR HMC Contract R23-02250, based on construction costs.

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

IN WITNESS HEREOF, the District and the Architect have executed this Project Assignment Amendment as of the date set forth above.

District Simi Valley Unified School District DocuSigned by: By:  09CA0EB1F690455... Name: <u>Ron Todo</u> Title: <u>Associate Superintendent, Business & Facilities</u>	Architect HMC Architects DocuSigned by: By:  8FE5845BB47A43F... Name: <u>Brian Meyers</u> Title: <u>Principal / Pre-K Leader</u>
---	---

June 20, 2023

Ms. Lori Rubenstein
Bond Program Manager
Simi Valley Unified School District
31350 Rancho Vista Road,
Temecula, CA 92592

Re: Proposal
HMC #3210018000 Simi Valley High School
Building H – Kitchen Conversion

Dear Lori:

On behalf of HMC Group (HMC), I am submitting this Proposal for the conversion of Building H at the Simi Valley High School to the Kitchen for the campus.

A. Background:

Based upon the decision to renovate Building H as the Kitchen in lieu of including a Kitchen as part of the program for the new Multi-Purpose Building, HMC has created a separate DSA Project # and the Kitchen Renovations to Building H is considered a separate and additional project.

B. Proposal:

The total proposed fee is based on OPSC Fee Structure:

Construction Costs: \$6,000,000.00

- Modernization: \$6,000,000.00
Total Fee: \$627,500.00

C. Terms and Conditions of This Proposal / Agreement:

1. Terms and Conditions shall be as identified in the Master Agreement for Architectural Services between Simi Valley Unified School District and HMC Architects. #003285-374F, dated June 14, 2022.

D. Project Schedule

1. The current Project schedule is to complete Construction Documents for DSA submittal on 7/5/2023. Construction is expected to begin in the fall of 2023.

Sincerely,
HMC GROUP



Hal Hart
Principal

HMC Group

Certificate Of Completion

Envelope Id: 990AE3FF959B4E9FAF1F3D2ADB5B0E9C

Status: Completed

Subject: Complete with DocuSign: SVHS CR BLDG KITCHEN CONVERSION - HMC PAA R23-05268.pdf

Source Envelope:

Document Pages: 4

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bond Contracts

AutoNav: Enabled

Simi Valley Unified School District

Enveloped Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

6/30/2023 10:28:37 AM

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Security Appliance Status: Connected

Pool: StateLocal

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Location: DocuSign

Signer Events

Brian Meyers

Brian.Meyers@hmcarchitects.com

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

DocuSigned by:


8FE6845BB47A43F...

Signature Adoption: Pre-selected Style

Using IP Address: 66.60.157.250

Timestamp

Sent: 6/30/2023 10:29:51 AM

Resent: 7/10/2023 3:15:28 PM

Viewed: 7/10/2023 3:30:29 PM

Signed: 7/11/2023 8:26:59 AM

Electronic Record and Signature Disclosure:

Accepted: 7/10/2023 3:30:29 PM

ID: 64cbe4f4-851a-4cde-a021-f6848a536542

Ron Todo

ron.todo@simivalleyusd.org

Associate Superintendent

Simi Valley Unified

Security Level: Email, Account Authentication
(None)

DocuSigned by:


09CA0EB1F690455...

Signature Adoption: Uploaded Signature Image

Using IP Address: 207.157.143.39

Sent: 7/11/2023 8:27:00 AM

Viewed: 7/11/2023 1:26:59 PM

Signed: 7/11/2023 1:27:06 PM

Electronic Record and Signature Disclosure:

Accepted: 7/11/2023 1:26:59 PM

ID: 00e6f2f2-a1b6-4612-b99f-e0fee5fb0ab7

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/30/2023 10:29:51 AM
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- ii. send us an email to sean.goldman@simivalleyusd.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify Simi Valley Unified School District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Simi Valley Unified School District during the course of your relationship with Simi Valley Unified School District.



**TITLE: APPROVAL OF CHANGE ORDER NO. 1 TO BID NO. B22LS381,
ROYAL HIGH SCHOOL WEST QUAD IMPROVEMENTS PROJECT**

Business & Facilities
Consent #14

August 15, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On May 17, 2022, the Board of Education approved agreement R22-02903 with Balfour Beatty Construction, LLC for the Lease Leaseback project known as the Royal High School West Quad Improvements in the amount of \$3,538,644.00. The contract completion date was set for June 30, 2023. However, the original start day was delayed by the District in order to complete the East Quad project first. The project also experienced delays due to saturated soil caused by excessive rain and due to added project scope. The amended contract completion date is September 30, 2023.

Fiscal Analysis:

The Guaranteed Maximum Price shall not be adjusted. Contract amount remains the same.

Recommendation:

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

On motion # 8 by Trustee LaBelle, seconded by Trustee Jubran
and carried by a vote of 4/0/1, the Board of Education, by a roll-call vote, approved
Change Order No. 1 for the Royal High School West Quad Improvements project, Bid No.
B22LS381.

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



CHANGE ORDER

Site:	Royal High School	Date:	6/14/2023
Project Name:	West Quad Improvements	Change Order #:	1
Contract Date:	6/14/2022	Bid #:	B22LS381
Contractor:	Balfour Beatty Construction, LLC	PO #:	P22-04320
Address:	13520 Evening Creek Drive North, Ste 270 San Diego, CA 92128	DSA Application #:	N/A
		Board Date:	

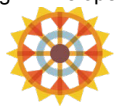
THE CONTRACT IS CHANGED AS FOLLOWS:

Contract completion date is amended to 9/30/23. The original start day was delayed by the District in order to complete the East Quad project. Project also experienced delays due to saturated soil due to excessive rain and due to added project scope. The Guaranteed Maximum Price shall not be adjusted. Contract amount remains the same.

COP #3 Contract completion date amended to 9/30/23	\$ -
Total:	\$ -

ADJUSTMENTS TO CONTRACT			
Original Contract Amount:	\$ 3,538,644.00	Original Contract Completion Date:	06/30/23
Total Prior Change Orders:	\$ -	New Completion Date:	09/30/23
Contract Sum Prior to this CO:	\$ 3,538,644.00	% for this Change Order	0.00%
Amount of this Change Order:	\$ -	% Total Cumulative Change Orders	0%
Revised Contract Amount:	\$ 3,538,644.00		

***SIGNATURES ON PAGE 2**



CHANGE ORDER

Site:	Royal High School	Date:	6/14/2023
Project Name:	West Quad Improvements	Change Order #:	1

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

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

DENNIS KUYKENDALL Contractor	DocuSigned by:  Signature	8/8/2023 Date
PAUL JORDAN Architect	DocuSigned by:  Signature	8/16/2023 Date
JIM MCGREGOR Project Manager	DocuSigned by:  Signature	8/16/2023 Date
MARC CUNNINGHAM Construction Project Manager	DocuSigned by:  Signature	8/17/2023 Date
LORI RUBENSTEIN Bond Program Manager	DocuSigned by:  Signature	8/17/2023 Date
RON TODO Associate Superintendent, Business & Facilities	DocuSigned by:  Signature	8/17/2023 Date

 DS




Bond Management Office
101 W. Cochran Street
Simi Valley, CA 93064
(805) 306-4500

LLB CHANGE ORDER PROPOSAL (COP)

School Name: Royal High School
Project Name: Royal HS West Quad Improvements
Project Manager: Jim McGregor
Contractor: Balfour Beatty Construction, LLC.

Date: 6/8/2023
COP Number: 03
Project Number: 17230004
Bid Number: B22LS381

Description of Work: Contract completion date is hereby amended to September 30, 2023, due to district request to complete East Quad before commencing West Quad scope of work. Original Contract start date was June 14, 2022 and Contractual Completion date is June 30, 2023. Project has experienced some delays as a result of the saturated soil due to the rain during demo and grading activities, as well as the added scope to demo and replace existing sewer lines and replace roof drains at Bldgs. 5 & 10. The Guaranteed Maximum Price shall not be adjusted now as result thereof.

WORK PERFORMED BY SUBCONTRACTOR(S)

			ADD	DEDUCT
1	a.	Material (attach itemized quantity and unit cost plus sales tax)		
	b.	Labor (attach itemized hours and rates, fully encumbered)		
	c.	Equipment (attach suppliers' invoices)		
	d.	SUBTOTAL	\$	-
	e.	Add overhead and profit for any and all tiers of Subcontractor The total not to exceed 10% of item d.	\$	-
	f.	SUBTOTAL	\$	-
2	a.	Material (attach itemized quantity and unit cost plus sales tax)		
	b.	Labor (attach itemized hours and rates, fully encumbered)		
	c.	Equipment (attach suppliers' invoices)	\$	-
	d.	SUBTOTAL	\$	-
	e.	Add overhead and profit for any and all tiers of Subcontractor The total not to exceed 10% of item d.	\$	-
	f.	SUBTOTAL	\$	-

WORK PERFORMED BY CONTRACTOR

			ADD	DEDUCT
	a.	Material (attach itemized quantity and unit cost plus sales tax)		
	b.	Labor (attach itemized hours and rates, fully encumbered)		
	c.	Equipment (attach suppliers' invoices)		
	d.	SUBTOTAL	\$	-
	e.	Add overhead and profit for Contractor, not to exceed LLB Fee. Percentage to be filled out per project/RFQ	\$	-
	f.	SUBTOTAL	\$	-
	g.	Add Bond and Insurance, not to exceed previous agreed Fee. Percentage to be filled out per Contract	\$	-
	h.	SUBTOTAL	\$	-
	i.	AMOUNT OF THIS COP	\$	-
	j.	Time (zero unless indicated)		calendar days

☐ The proposal would ☒ Increase ☐ Decrease the contract completion date to: 09/30/2023
☐ The proposal does not affect the contract time.

Contractor's Signature

Printed Name & Title

Date

Provide all supporting documentation as required by the Contract Documents

POTENTIAL CHANGE ORDER



Project: SVUSD ROYAL HS WEST QUAD IMPRS
Project No.: 17230004

Date: 06/07/2023

To: Simi Valley Unified Schoold District (Simi Valley)
 101 West Cochran Street
 Simi Valley, California 93065

PCO No.: 003

Change Event No.: WQ 04

Attn: Jim McGregor

Subject: CE #WQ 04 - Contract Completion Date

This proposal serves as a Change Order Request for the above referenced project. Revisions to the scope of work, contract price, and contract time are as described & summarized below, and supported by the attached documentation (as applicable).

Description of Change:CE #WQ 04 - Contract Completion Date

Contract completion date is hereby amended to September 30, 2023, due to district request to complete East Quad before commencing West Quad scope of work. Original contract start date was June 14, 2022 and Contractual completion date is June 30, 2023. Project has experienced some delays as a result of the saturated soil due to the rain during demo and grading activities, as well as the added scope to demo and replace existing sewer line and replace roof drains at Buildings 5 and 10. The Guaranteed Maximum Price shall not be adjusted now as a result thereof.

Cost Summary:

No.	Description	Amount
1		\$0.00
TOTAL PROPOSAL AMOUNT		\$0.00

If acceptable, please return one fully executed copy of this proposal indicating your acceptance and authorizing work to proceed. This proposal once approved shall be incorporated into a Change Order to the Contract Agreement.

Submitted by:

Balfour Beatty Construction, LLC

Contractor

Accepted by:

Simi Valley Unified Schoold District

Owner

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Certificate Of Completion

Envelope Id: 66CB8CEED8C1490EA908705C5F6E5E3D

Status: Completed

Subject: Complete with DocuSign: RHS West Quad - B22LS381 Change Order #1.pdf

Source Envelope:

Document Pages: 4

Signatures: 6

Certificate Pages: 6

Initials: 1

AutoNav: Enabled

Enveloped Stamping: Enabled

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

Envelope Originator:

Bond Contracts

Simi Valley Unified School District

101 West Cochran Street

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

8/8/2023 12:10:05 PM

Holder: Bond Contracts

bondcontracts@simivalleyusd.org

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

Signer Events

Dennis Kuykendall

DKuykendall@balfourbeattyus.com

Project Executive

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

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 207.47.112.218

Timestamp

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Signed: 8/8/2023 12:30:28 PM

Electronic Record and Signature Disclosure:

Accepted: 8/8/2023 12:30:13 PM

ID: f0a427f5-526c-4430-829b-9afedb31ad03

Maria Nieto

maria.nieto@simivalleyusd.org

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

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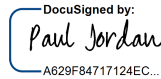
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Paul Jordan

paul@jordan-gilbert.com

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Pre-selected Style

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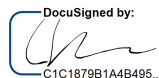
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Jim McGregor

jim.mcgregor@simivalleyusd.org

Project Manager

Security Level: Email, Account Authentication
(None)

C1C1879B1A4B495...

Signature Adoption: Drawn on Device


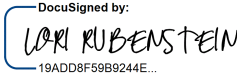
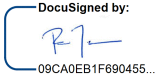
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Signed using mobile

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Viewed: 8/16/2023 5:07:18 PM

Signed: 8/16/2023 5:07:31 PM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 8/16/2023 5:07:18 PM ID: 52c9b439-0f0e-470b-a71b-56102f4070a0		
Marc Cunningham marc.cunningham@simivalleyusd.org Construction Project Manager Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: Marc Cunningham 2CEE5D45D018490...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 107.127.60.24 Signed using mobile</p>	Sent: 8/16/2023 5:07:32 PM Viewed: 8/17/2023 8:05:42 AM Signed: 8/17/2023 8:06:11 AM
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LORI RUBENSTEIN lori.rubenstein@simivalleyusd.org Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: LORI RUBENSTEIN 19ADD8F59B9244E...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.41</p>	Sent: 8/17/2023 8:06:12 AM Viewed: 8/17/2023 8:23:38 AM Signed: 8/17/2023 8:24:26 AM
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Ron Todo ron.todo@simivalleyusd.org Associate Superintendent Simi Valley Unified Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: Ron Todo 09CA0EB1F690455...</p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 207.157.143.39</p>	Sent: 8/17/2023 8:24:27 AM Viewed: 8/17/2023 2:09:11 PM Signed: 8/17/2023 2:09:24 PM
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/8/2023 12:16:52 PM
Certified Delivered	Security Checked	8/17/2023 2:09:11 PM
Signing Complete	Security Checked	8/17/2023 2:09:24 PM
Completed	Security Checked	8/17/2023 2:09:24 PM
Payment Events	Status	Timestamps

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Simi Valley Unified School District:

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

To contact us by email send messages to: sean.goldman@simivalleyusd.org

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

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

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

To request paper copies from Simi Valley Unified School District

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

To withdraw your consent with Simi Valley Unified School District

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

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

Required hardware and software

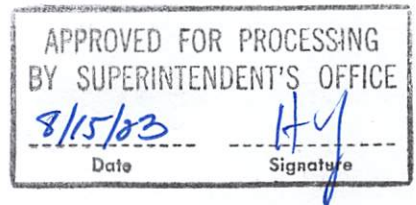
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



TITLE: APPROVAL OF AGREEMENT NO. R24-00798 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NV5 WEST, INC. FOR TESTING LABORATORY SERVICES FOR THE KITCHEN PROJECT AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent #16

August 15, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On May 16, 2023, the Board of Education approved the list of selected firms for on-call testing laboratory-of-record services, which includes the firm of NV5 West. The Division of the State Architect (DSA) requires a testing laboratory for testing and inspection of structural materials for construction of the Kitchen project at Simi Valley High School.

Fiscal Analysis

\$34,933.00 Estimated Fee, paid by Measure X funds.

Recommendation

This item is presented for Board of Education approval.

On motion # 8 by Trustee LaBelle, seconded by Trustee Subran and carried by a vote of 4/0/1, the Board of Education, by a roll-call vote, approved of Agreement No. R24-00798 with NV5 West, Inc. for the Testing Laboratory Services for the Kitchen project at Simi Valley High School.

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

**PROJECT ASSIGNMENT AMENDMENT
R24-00798 TO
AGREEMENT FOR ON-GOING LABORATORY OF RECORD SERVICES #005058-409-G**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and NV5 West, Inc. ("LOR") as of August 15, 2023.

Whereas, the District entered into a written Agreement entitled Agreement for On-Going Laboratory of Record Services #005058-409-G ("Agreement") which generally establish the terms and conditions for the LOR's completion of Laboratory of Record Services.


Whereas, this PAA sets forth the specific terms and conditions applicable to the District assignment of the Assigned Project to the LOR for completion of LOR Services as enumerated herein.

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

1. **Assigned Project Description.** The Assigned Project is described as follows: The Kitchen project at Simi Valley High School.
2. **Assigned Project Form 103.** DSA Form 103 setting forth the tests/inspections to be completed for construction materials to be incorporated into the Assigned Project is attached hereto as PAA Attachment 1 and incorporated by this reference.
3. **Assigned Project LOR Services.** The LOR shall complete all of the tests/inspections for all construction materials noted in the Assigned Project DSA Form 103 attached hereto, except for the following: None.
4. **Assigned Project Contract Price.** The Contract Price for completion of the Assigned Project LOR Services is based on the pricing for tests/inspections included within the LOR Services as set forth in PAA Attachment 2 – For Fee Only, **for \$34,933.00.**
5. **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.

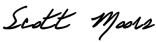
The District and LOR have executed this PAA as of the date set forth above

"District"
**SIMI VALLEY UNIFIED
SCHOOL DISTRICT**

DocuSigned by:
By:  8/16/2023
09CA0EB1F690455...

Name: Ron Todo
Title: Associate Superintendent

"LOR"

DocuSigned by:
By:  54BBA503D18A4C7...

Name: Scott Moors
Title: Vice President
Date: 7/20/2023

DS


DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS, 2022 CBC**Application Number:**

03-123469

School Name:

Simi Valley HS

School District:

SIMI VALLEY UNIFIED SCHOOL DISTRICT

DSA File Number:

56-H6

Increment Number:**Date Created:**

2023-07-03 07:49:42

2022 CBC

IMPORTANT: This form is only a summary list of structural tests and some of the special inspections required for the project. Generally, the structural tests and special inspections noted on this form are those that will be performed by the Geotechnical Engineer of Record, Laboratory of Record, or Special Inspector. The actual complete test and inspection program must be performed as detailed on the DSA approved documents. The appendix at the bottom of this form identifies work NOT subject to DSA requirements for special inspection or structural testing. The project inspector is responsible for providing inspection of all facets of construction, including but not limited to, special inspections not listed on this form such as structural wood framing, high-load wood diaphragms, cold-formed steel framing, anchorage of non-structural components, etc., per Title 24, Part 2, Chapter 17A (2022 CBC).

****NOTE:** Undefined section and table references found in this document are from the CBC, or California Building Code.

KEY TO COLUMNS

1. TYPE	2. PERFORMED BY
Continuous – Indicates that a continuous special inspection is required Periodic – Indicates that a periodic special inspection is required Test – Indicates that a test is required	GE (Geotechnical Engineer) – Indicates that the special inspection shall be performed by a registered geotechnical engineer or his or her authorized representative. LOR (Laboratory of Record) – Indicates that the test or special inspection shall be performed by a testing laboratory accepted in the DSA Laboratory Evaluation and Acceptance (LEA) Program. See CAC Section 4-335. PI (Project Inspector) – Indicates that the special inspection may be performed by a project inspector when specifically approved by DSA. SI (Special Inspection) – Indicates that the special inspection shall be performed by an appropriately qualified/approved special inspector.

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (CONCRETE), 2022 CBC**Table 1705A.3; ACI 318-19 Sections 26.12 & 26.13**

Application Number: 03-123469	School Name: Simi Valley HS	School District: SIMI VALLEY UNIFIED SCHOOL DISTRICT
DSA File Number: 56-H6	Increment Number:	Date Created: 2023-07-03 07:49:42

C1. CAST-IN-PLACE CONCRETE				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Verify use of required design mix.	Periodic	SI	Table 1705A.3 Item 5, 1910A.1.
<input checked="" type="checkbox"/>	b. Identify, sample, and test reinforcing steel.	Test	LOR	1910A.2; ACI 318-19 Ch.20 and Section 26.6.1.2; DSA IR 17-10. (See Appendix (end of this form) for exemptions.)
<input checked="" type="checkbox"/>	c. During concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.	Test	LOR	Table 1705A.3 Item 6; ACI 318-19 Sections 26.5 & 26.12.
<input checked="" type="checkbox"/>	d. Test concrete (f'_c).	Test	LOR	1905A.1.17; ACI 318-19 Section 26.12.
<input checked="" type="checkbox"/>	e. Batch plant inspection: Continuous	See Notes	SI	Default of ' Continuous ' per 1705A.3.3 . If approved by DSA, batch plant inspection may be reduced to ' Periodic ' subject to requirements in Section 1705A.3.3.1 , or eliminated per 1705A.3.3.2 . See IR 17-13. (See Appendix (end of this form) for exemptions.)
<input type="checkbox"/>	f. Welding of reinforcing steel.	Provide special inspection per STEEL, Category S/A4(d) & (e) and/or S/A5(g) & (h) below.		

C2. PRESTRESSED / POST-TENSIONED CONCRETE (IN ADDITION TO SECTION C1):				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Sample and test prestressing tendons and anchorages.	Test	LOR	1705A.3.4, 1910A.3
<input type="checkbox"/>	b. Inspect placement of prestressing tendons.	Periodic	SI	1705A.3.4, Table 1705A.3 Items 1 & 9.

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (CONCRETE), 2022 CBC**Table 1705A.3; ACI 318-19 Sections 26.12 & 26.13**

Application Number: 03-123469	School Name: Simi Valley HS	School District: SIMI VALLEY UNIFIED SCHOOL DISTRICT
DSA File Number: 56-H6	Increment Number:	Date Created: 2023-07-03 07:49:42

	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	c. Verify in-situ concrete strength prior to stressing of post-tensioning tendons.	Periodic	SI	Table 1705A.3 Item 13. Special inspector to verify specified concrete strength test prior to stressing.
<input type="checkbox"/>	d. Inspect application of post-tensioning or prestressing forces and grouting of bonded prestressing tendons.	Continuous	SI	1705A.3.4, Table 1705A.3 Item 9; ACI 318-14 Section 26.13

	C3. PRECAST CONCRETE (IN ADDITION TO SECTION C1):			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Inspect fabrication of precast concrete members.	Continuous	SI	ACI 318-19 Section 26.13.
<input type="checkbox"/>	b. Inspect erection of precast concrete members.	Periodic	SI*	Table 1705A.3 Item 10. * May be performed by PI when specifically approved by DSA.
<input type="checkbox"/>	c. For precast concrete diaphragm connections or reinforcement at joints classified as moderate or high deformability elements (MDE or HDE) in structures assigned to Seismic Design Category D, E or F, inspect such connections and reinforcement in the field for: 1. Installation of the embedded parts 2. Completion of the continuity of reinforcement across joints. 3. Completion of connections in the field.	Continuous	SI	Table 1705A.3; ACI 318-19 Section 26.13.1.3; ACI 550.5
<input type="checkbox"/>	d. Inspect installation tolerances of precast concrete diaphragm connections for compliance with ACI 550.5.	Periodic	SI	Table 1705A.3; ACI 318-19 Section 26.13.1.3; ACI 550.5

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (CONCRETE), 2022 CBC**Table 1705A.3; ACI 318-19 Sections 26.12 & 26.13**

Application Number: 03-123469	School Name: Simi Valley HS	School District: SIMI VALLEY UNIFIED SCHOOL DISTRICT
DSA File Number: 56-H6	Increment Number:	Date Created: 2023-07-03 07:49:42

C4. SHOTCRETE (IN ADDITION TO SECTION C1):				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Inspect shotcrete placement for proper application techniques.	Continuous	SI	1705A.3.9, Table 1705A.3 Item 7, 1908A.1, 1908A.2, 1908A.3. See ACI 506.2-13 Section 3.4, ACI 506R-16.
<input type="checkbox"/>	b. Sample and test shotcrete (f'_c).	Test	LOR	1908A.2, 1705A.3.9

C5. POST-INSTALLED ANCHORS:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Inspect installation of post-installed anchors	See Notes	SI*	1617A.1.19, Table 1705A.3 Item 4a (Continuous) & 4b (Periodic), 1705A.3.8 (See Appendix (end of this form) for exemptions). ACI 318-14 Sections 17.8 & 26.13. * May be performed by the project inspector when specifically approved by DSA.
<input checked="" type="checkbox"/>	b. Test post-installed anchors.	Test	LOR	1910A.5. (See Appendix (end of this form) for exemptions.)

C6. OTHER CONCRETE:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a.			

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (STEEL AND ALUMINUM), 2022 CBC

1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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03-123469

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SIMI VALLEY UNIFIED SCHOOL DISTRICT

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S/A1. STRUCTURAL STEEL, COLD-FORMED STEEL AND ALUMINUM USED FOR STRUCTURAL PURPOSES				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Verify identification of all materials and: • Mill certificates indicate material properties that comply with requirements. • Material sizes, types and grades comply with requirements.	Periodic	*	Table 1705A.2.1 Item 3a 3c. 2202A.1; AISI S100-20 Section A3.1 & A3.2, AISI S240-20 Section A3 & A5, AISI S220-20 Sections A4 & A6. * By special inspector or qualified technician when performed off-site.
<input checked="" type="checkbox"/>	b. Test unidentified materials	Test	LOR	2202A.1.
<input type="checkbox"/>	c. Examine seam welds of HSS shapes	Periodic	SI	DSA IR 17-3.
<input checked="" type="checkbox"/>	d. Verify and document steel fabrication per DSA-approved construction documents.	Periodic	SI	Not applicable to cold-formed steel light-frame construction, except for trusses (1705A.2.4).
<input type="checkbox"/>	e. Buckling restrained braces.	Test	LOR	Testing and special inspections in accordance with IR 22-4.

S/A2. HIGH-STRENGTH BOLTS:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Verify identification markings and manufacturer's certificates of compliance conform to ASTM standards specified in the DSA-approved documents.	Periodic	SI	Table 1705A.2.1 Items 1a & 1b, 2202A.1; AISC 360-16 Section A3.3, J3.1, and N3.2; RCSC 2014 Section 1.5 & 2.1; DSA IR 17-8 & DSA IR 17-9.
<input type="checkbox"/>	b. Test high-strength bolts, nuts and washers.	Test	LOR	Table 1705A.2.1 Item 1c, 2213A.1; RCSC 2014 Section 7.2; DSA IR 17-8.
<input type="checkbox"/>	c. Bearing-type ("snug tight") connections.	Periodic	SI	Table 1705A.2.1 Item 2a, 1705A.2.6, 2204A.2; AISC 360-16 J3.1, J3.2, M2.5 & N5.6; RCSC 2014 Section 9.1; DSA IR 17-9.
<input type="checkbox"/>	d. Pretensioned and slip-critical connections.	*	SI	Table 1705A.2.1 Items 2b & 2c, 1705A.2.6, 2204A.2; AISC 360-16 J3.1, J3.2, M2.5 & N5.6; RCSC 2014 Sections 9.2 & 9.3; DSA IR 17-9. *"Continuous" or "Periodic" depends on the tightening method used.

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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S/A3. WELDING:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Verify weld filler material identification markings per AWS designation listed on the DSA-approved documents and the WPS.	Periodic	SI	1705A.2.5, Table 1705A.2.1 Items 4 & 5; AWS D1.1 and AWS D1.8 for structural steel; AWS D1.2 for Aluminum; AWS D1.3 for cold-formed steel; AWS D1.4 for reinforcing steel; DSA IR 17-3.
<input checked="" type="checkbox"/>	b. Verify weld filler material manufacturer's certificate of compliance.	Periodic	SI	DSA IR 17-3.
<input checked="" type="checkbox"/>	c. Verify WPS, welder qualifications and equipment.	Periodic	SI	DSA IR 17-3.

S/A4. SHOP WELDING (IN ADDITION TO SECTION S/A3):				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds.	Continuous	SI	Table 1705A.2.1 Items 5a.1 4; AISC 360-16 (and AISC 341-16 as applicable); DSA IR 17-3.
<input checked="" type="checkbox"/>	b. Inspect single-pass fillet welds ≤ 5/16", floor and roof deck welds.	Periodic	SI	1705A.2.2, Table 1705A.2.1 Items 5a.5 & 5a.6; AISC 360-16 (and AISC 341-16 as applicable); DSA IR 17-3.
<input type="checkbox"/>	c. Inspect welding of stairs and railing systems.	Periodic	SI	1705A.2.1; AISC 360-16 (and AISC 341-16 as applicable); AWS D1.1 & D1.3; DSA IR 17-3.
<input type="checkbox"/>	d. Verification of reinforcing steel weldability other than ASTM A706.	Periodic	SI	1705A.3.1; AWS D1.4; DSA IR 17-3. Verify carbon equivalent reported on mill certificates.
<input type="checkbox"/>	e. Inspect welding of reinforcing steel.	Continuous	SI	Table 1705A.2.1 Item 5b, 1705A.3.1, Table 1705A.3 Item 2, 1903A.8; AWS D1.4; DSA IR 17-3.

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (STEEL AND ALUMNINUM), 2022 CBC

1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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	Test or Special Inspection	Type	Performed By	Code References and Notes
	S/A5. FIELD WELDING (IN ADDITION TO SECTION S/A3):			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds.	Continuous	SI	Table 1705A.2.1 Items 5a.1 4; AISC 360-16 (AISC 341-16 as applicable); DSA IR 17-3.
<input checked="" type="checkbox"/>	b. Inspect single-pass fillet welds ≤ 5/16".	Periodic	SI	Table 1705A.2.1 Item 5a.5; AISC 360-16 (AISC 341-16 as applicable); DSA IR 17-3.
<input type="checkbox"/>	c. Inspect end-welded studs (ASTM A-108) installation (including bend test).	Periodic	SI	2213A.2; AISC 360-16 (AISC 341-16 as applicable); AWS D1.1; DSA IR 17-3.
<input checked="" type="checkbox"/>	d. Inspect floor and roof deck welds.	Periodic	SI	1705A.2.2, Table 1705A.2.1 Item 5a.6; AISC 360-16 (AISC 341-16 as applicable); AWS D1.3; DSA IR 17-3.
<input type="checkbox"/>	e. Inspect welding of structural cold-formed steel.	Periodic	SI*	1705A.2.5; AWS D1.3; DSA IR 17-3. The quality control provisions of AISI S240-20 Chapter D shall also apply. * May be performed by the project inspector when specifically approved by DSA.
<input type="checkbox"/>	f. Inspect welding of stairs and railing systems.	Periodic	SI*	1705A.2.1; AISC 360-16 (AISC 341-16 as applicable); AWS D1.1 & D1.3; DSA IR 17-3. * May be performed by the project inspector when specifically approved by DSA.
<input type="checkbox"/>	g. Verification of reinforcing steel weldability.	Periodic	SI	1705A.3.1; AWS D1.4; DSA IR 17-3. Verify carbon equivalent reported on mill certificates.
<input type="checkbox"/>	h. Inspect welding of reinforcing steel.	Continuous	SI	Table 1705A.2.1 Item 5b, 1705A.3.1, Table 1705A.3 Item 2, 1903A.8; AWS D1.4; DSA IR 17-3.

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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	Test or Special Inspection	Type	Performed By	Code References and Notes
	S/A6. NONDESTRUCTIVE TESTING:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Ultrasonic	Test	LOR	1705A.2.1, 1705A.2.5; AISC 341-16 J6.2, AISC 360-16 N5.5; AWS D1.1, AWS D1.8; DSA IR 17-2.
<input type="checkbox"/>	b. Magnetic Particle	Test	LOR	1705A.2.1, 1705A.2.5; AISC 341-16 J6.2, AISC 360-16 N5.5; AWS D1.1, AWS D1.8; DSA IR 17-2.
<input type="checkbox"/>	c.	Test	LOR	

	S/A7. STEEL JOISTS AND TRUSSES:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Verify size, type and grade for all chord and web members as well as connectors and weld filler material; verify joist profile, dimensions and camber (if applicable); verify all weld locations, lengths and profiles; mark or tag each joist.	Continuous	SI	1705A.2.3, Table 1705A.2.3; AWS D1.1; DSA IR 22-3 for steel joists only. 1705A.2.4; AWS D1.3 for cold-formed steel trusses.

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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	Test or Special Inspection	Type	Performed By	Code References and Notes
	S/A8. SPRAYED FIRE-RESISTANT MATERIALS:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Examine structural steel surface conditions, inspect application, take samples, measure thickness and verify compliance of all aspects of application with DSA-approved documents.	Periodic	SI	1705A.15, 1705A.1, 1705A.2, 1705A.3, 1705A.4.
<input type="checkbox"/>	b. Test density.	Test	LOR	1705A.15.1, 1705A.15.5, ASTM E736
<input type="checkbox"/>	c. Bond strength adhesion/cohesion.	Test	LOR	1705A.15.1, 1705A.15.4, ASTM E605

	S/A9. ANCHOR BOLTS AND ANCHOR RODS:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Anchor Bolts and Anchor Rods	Test	LOR	Sample and test anchor bolts and anchor rods not readily identifiable per procedures noted in DSA IR 17-11.
<input type="checkbox"/>	b. Threaded rod not used for foundation anchorage.	Test	LOR	Sample and test threaded rods not readily identifiable per procedures noted in DSA IR 17-11.

	S/A10. STORAGE RACK SYSTEMS:			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Materials used, to verify compliance with one or more of the material test reports in accordance with the approved construction documents.	Periodic	SI	Table 1705A.13.7
<input type="checkbox"/>	b. Fabricated storage rack elements.	Periodic	SI	1704A.2.5; Table 1705A.13.7

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1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

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	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	c. Storage rack anchorage installation.	Periodic	SI	ANSI/MH16.1 Section 7.3.2; Table 1705A.13.7
<input type="checkbox"/>	d. Completed storage rack system to indicate compliance with the approved construction documents.	Periodic	SI*	Table 1705A.13.7; * May be preformed by the project inspector when specifically approved by DSA.

	S/A11. Other Steel			
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a.			

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections

Application Number: 03-123469	School Name: Simi Valley HS	School District: SIMI VALLEY UNIFIED SCHOOL DISTRICT
DSA File Number: 56-H6	Increment Number:	Date Created: 2023-07-03 07:49:42

Exempt items given in DSA IR A-22 or the 2019 CBC (including DSA amendments) and those items identified below with a check mark by the design professional are NOT subject to DSA requirements for the structural tests / special inspections noted. **Items marked as exempt shall be identified on the approved construction documents.** The project inspector shall verify all construction complies with the approved construction documents.

	SOILS:
<input type="checkbox"/>	1. Deep foundations acting as a cantilever footing with a design based on minimum allowable pressures per CBC Table 1806A.2 and without a geotechnical report for the following cases: A) free standing sign or scoreboard, B) cell or antenna towers and poles less than 35'-0" tall (e.g., lighting poles, flag poles, poles supporting open mesh fences, etc.), C) single-story structure with dead load less than 5 psf (e.g., open fabric shade structure), or D) covered walkway structure with an apex height less than 10'-0" above adjacent grade.
<input type="checkbox"/>	2. Shallow foundations, etc. are exempt from special inspections and testing by a Geotechnical Engineer for the following cases: A) buildings without a geotechnical report and meeting the exception item #1 criteria in CBC Section 1803A.2 supported by native soil (any excavation depth) or fill soil (not exceeding 12" depth per CBC Section 1804A.6), B) soil scarification/recompaction not exceeding 12" depth, C) native or fill soil supporting exterior non-structural flatwork (e.g., sidewalks, site concrete ramps, site stairs, parking lots, driveways, etc.), D) unpaved landscaping and playground areas, or E) utility trench backfill.

	CONCRETE/MASONRY:
<input type="checkbox"/>	1. Post-installed anchors for the following: A) exempt non-structural components (e.g., mechanical, electrical, plumbing equipment - see item 7 for "Welding" in the Appendix below) given in CBC Section 1617A.1.18 (which replaces ASCE 7-16, Section 13.1.4) or B) interior nonstructural wall partitions meeting criteria listed in exempt item 3 for "Welding" in the Appendix below
<input type="checkbox"/>	2. Concrete batch plant inspection is not required for items given in CBC Section 1705A.3.3.2 subject to the requirements and limitations in that section.
<input type="checkbox"/>	3. Non-bearing non-shear masonry walls may be exempt from certain DSA masonry testing and special inspection items as allowed per DSA IR 21-1. Refer to construction documents for specific exemptions accordingly for each applicable wall condition.
<input type="checkbox"/>	4. Epoxy shear dowels in site flatwork and/or other non-structural concrete.

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections

Application Number: 03-123469	School Name: Simi Valley HS	School District: SIMI VALLEY UNIFIED SCHOOL DISTRICT
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	CONCRETE/MASONRY:
<input type="checkbox"/>	5. Testing of reinforcing bars is not required for items given in CBC Section 1910A.2 subject to the requirements and limitations in that section.

	WELDING:
<input type="checkbox"/>	1. Solid-clad and open-mesh fences, gates with maximum leaf span of 10', and gates with a maximum rolling section of 10' all having an apex height less than 8'-0" above lowest adjacent grade. When located above circulation or occupied space below, these gates/fences are not located within 1.5x gate/fence height (max 8'-0") to the edge of floor or roof.
<input type="checkbox"/>	2. Handrails, guardrails, and modular or relocatable ramps associated with walking surfaces less than 30" above adjacent grade (excluding post base connections per the 'Exception' language in Section 1705A.2.1); fillet welds shall not be ground flush.
<input type="checkbox"/>	3. Non-structural interior cold-formed steel framing spanning less than 15'-0", such as in interior partitions, interior soffits, etc. supporting only self weight and light-weight finishes or adhered tile, masonry, stone, or terra cotta veneer no more than 5/8" thickness and apex less than 20'-0" in height and not over an exit way. Maximum tributary load to a member shall not exceed the equivalent of that occurring from a 10'x10' opening in a 15' tall wall for a header or king stud.
<input type="checkbox"/>	4. Manufactured support frames and curbs using hot rolled or cold-formed steel (i.e., light gauge) for mechanical, electrical, or plumbing equipment weighing less than 2000# (equipment only) (connections of such frames to superstructure elements using welding will require special inspection as noted in selected item(s) for Sections S/A3, S/A4 and/or S/A5 of listing above).
<input type="checkbox"/>	5. Manufactured components (e.g., Tolco, B-Line, Afcon, etc.) for mechanical, electrical, or plumbing hanger support and bracing (connections of such components to superstructure elements using welding will require special inspection as noted in selected item(s) for Sections S/A3, S/A4 and/or S/A5 of listing above).
<input type="checkbox"/>	6. TV Brackets, projector mounts with a valid listing (see DSA IR A-5) and recreational equipment (e.g., playground structures, basketball backstops, etc.) (connections of such elements to superstructure elements using welding will require special inspection as noted in selected item(s) for sections S/A3, S/A4 and/or S/A5 located in the Steel/Aluminum category of listing above).
<input type="checkbox"/>	7. Any support for exempt non-structural components given in CBC Section 1617A.1.18 (which replaces ASCE 7-16, Section 13.1.4) meeting the following: A) when supported on a floor/roof, <400# and resulting composite center of mass (including component's center of mass) ≤4' above supporting floor/roof, B) when hung from a wall or roof/floor, <20# for discrete units or <5 plf for distributed systems.

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS(SIGNATURE), 2022 CBC**Application Number:**

03-123469

School Name:

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SIMI VALLEY UNIFIED SCHOOL DISTRICT

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Name of Architect or Engineer in general responsible charge:

Name of Structural Engineer (When structural design has been delegated):

Josh Randall, S.E.

Signature of Architect or Structural Engineer:



03-123469

Date:

07/03/2023

Note: To facilitate DSA electronic mark-ups and identification stamp application, DSA recommends against using secured electronic or digital signatures.**DSA STAMP**

DSA 103-22: LIST OF REQUIRED VERIFIED REPORTS, CBC 2022**Application Number:**

03-123469

School Name:

Simi Valley HS

School District:

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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1. Structural Testing and Inspection: Laboratory Verified Report Form DSA 291

2. Concrete Batch Plant Inspection: Laboratory Verified Report Form DSA 291

3. Post-installed Anchors: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292

4. Shop Welding Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292

5. Field Welding Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292

Attachment 2 - Fee Only



July 19, 2023

Simi Valley Unified School District
 101 W. Cochran St.
 Simi Valley, CA 93065

Proposal No: 2023.06.0118
 DSA No.: 03-123292
 File No.: 56-H6

ATTENTION: Robin Rickman

SUBJECT: Proposal for Materials Testing and Inspection Services for the Simi Valley H.S. - Existing Classroom Bldg. Kitchen Conversion, 5400 Cochran St., Simi Valley, CA

NV5 is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate**Soils:**

	Rate	Units	Total
Sr. Soil Technician (<i>backfill, base & sub base</i>)	\$ 115 hr	24	\$ 2,760.00
Max Density (base)	\$ 295 ea	1	\$ 295.00
Max Density (soil)	\$ 240 ea	1	\$ 240.00
Nuclear Gauge	\$ 40 dy	6	\$ 240.00
Field Vehicle	\$ 65 dy	6	\$ 390.00

Concrete:

Concrete Batch Plant Inspection	\$ 115 hr	12	\$ 1,380.00
Concrete Technician - (cast cylinders)	\$ 115 hr	12	\$ 1,380.00
Concrete compression tests (5 cys. per set)	\$ 28 ea	15	\$ 420.00
Concrete cylinder pickup/stripping/curing	\$ 16 ea	15	\$ 240.00
Sample pickup	\$ 80 hr	6	\$ 480.00
Reinforcing Steel Bend tests	\$ 72 ea	3	\$ 216.00
Reinforcing Steel Tensile tests (up to and including #8)	\$ 72 ea	3	\$ 216.00
Reinforcing Steel sampling (4 hr. min.)	\$ 96 hr	4	\$ 384.00
Epoxy Inspection + load test	\$ 115 hr	24	\$ 2,760.00
Equipment - calibrated ram	\$ 106 dy	2	\$ 212.00
Anchor Installation + testing	\$ 115 hr	16	\$ 1,840.00
Equipment - torque wrench	\$ 30 dy	4	\$ 120.00
Ceiling Wires (hanger and bracing)	\$ 115 hr	8	\$ 920.00
Equipment (dead weight)	\$ 180 dy	1	\$ 180.00
Field Vehicle	\$ 65 dy	14	\$ 910.00

Masonry:

Masonry Placement Inspection	\$ 115 hr	16	\$ 1,840.00
Grout Batch Plant Inspection	\$ 115 hr	4	\$ 460.00
Grout compression tests (sets of 4)	\$ 45 ea	4	\$ 180.00
Grout sample pickup	\$ 80 hr	2	\$ 160.00
Block Sampling (estimate only / based on location of supplier)	\$ 110 hr	4	\$ 440.00
Masonry Unit Acceptance tests (absorption, compression, moisture and unit weight)	\$ 685 set	1	\$ 685.00
Masonry Wall coring (including truck)	\$ 245 hr	4	\$ 980.00
Shear test on masonry core	\$ 127 ea	2	\$ 254.00

Proposal - Simi Valley H.S. - Existing CR. Bldg. Kitchen Conversion

July 19, 2023

Field Vehicle	\$	65	dy	4	\$	260.00
<u>Structural Steel:</u>						
Shop Welding Inspection + material ID	\$	106	hr	16	\$	1,696.00
Field Welding Inspection (<i>lt.guage & structural steel</i>)	\$	115	hr	24	\$	2,760.00
Metal Decking Inspection	\$	115	hr	8	\$	920.00
Metal Studs Inspection	\$	115	hr	16	\$	1,840.00
Field Vehicle	\$	65	dy	8	\$	520.00
<u>Miscellaneous:</u>						
Certified Payroll	\$	45	wk	25	\$	1,125.00
Trip Charge	\$	35	ea	30	\$	1,050.00
Sr. Engineer	\$	190	hr	22	\$	4,180.00
TOTAL:					\$	34,933.00

Assumptions:

- 1 Fee estimate is provided from 50% drawings provided by Owner's representative.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Charges will be billed on a time-and-materials basis in accordance with the rates presented in our fee estimate. Additional services not specifically included in this proposal will be billed on a time-and-materials basis in accordance with our MSA, SVUSD 2023 Schedule of Fees and prevailing wage rates.
- 3 Inspection and testing callouts will be 4 or 8 hour minimum daily charges.

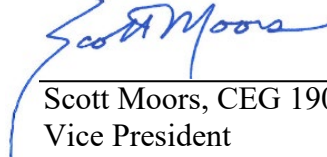
NV5 West, Inc. appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
NV5 West, Inc.



Carol Harrison
 Client Service Manager

Reviewed By,



Scott Moors, CEG 1901
 Vice President

Attachment: Terms and Conditions
 SVUSD 2023 Fee Schedule

Certificate Of Completion

Envelope Id: D16FA3AD14C64DBD88CBDEA4B03D58DE

Status: Completed

Subject: Complete with DocuSign:SVHS Kitchen- NV5 Project Amendment R24-00798.pdf

Source Envelope:

Document Pages: 17

Signatures: 2

Certificate Pages: 5

Initials: 1

AutoNav: Enabled

Enveloped Stamping: Enabled

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

Envelope Originator:

Bond Contracts

Simi Valley Unified School District

101 West Cochran Street

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

7/20/2023 3:14:33 PM

Holder: Bond Contracts

bondcontracts@simivalleyusd.org

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

Signer Events

Scott Moors

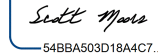
scott.moors@nv5.com

Vice President

NV5 West, Inc.

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

DocuSigned by:



54BBA503D18A4C7...

Signature Adoption: Pre-selected Style

Using IP Address: 47.148.42.103

Timestamp

Sent: 7/20/2023 3:18:14 PM

Viewed: 7/20/2023 10:39:42 PM

Signed: 7/20/2023 10:40:24 PM

Electronic Record and Signature Disclosure:

Accepted: 7/20/2023 10:39:42 PM

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Desiree Rask

desiree.rask@simivalleyusd.org

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

Sent: 7/20/2023 10:40:26 PM

Resent: 8/16/2023 3:31:30 PM

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Electronic Record and Signature Disclosure:

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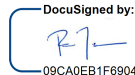
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Ron Todo

ron.todo@simivalleyusd.org

Associate Superintendent

Simi Valley Unified

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Uploaded Signature Image

Using IP Address: 207.157.143.39

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Viewed: 8/16/2023 3:57:36 PM

Signed: 8/16/2023 3:57:40 PM

Electronic Record and Signature Disclosure:

Accepted: 8/16/2023 3:57:36 PM

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

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/20/2023 3:18:14 PM
Certified Delivered	Security Checked	8/16/2023 3:57:36 PM
Signing Complete	Security Checked	8/16/2023 3:57:40 PM
Completed	Security Checked	8/16/2023 3:57:40 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Simi Valley Unified School District:

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

To contact us by email send messages to: sean.goldman@simivalleyusd.org

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

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

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

To request paper copies from Simi Valley Unified School District

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

To withdraw your consent with Simi Valley Unified School District

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



TITLE: APPROVAL OF CHANGE ORDER NO. 1 FOR AGREEMENT NO. B22LS375 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND BALFOUR BEATTY CONSTRUCTION, LLC. FOR THE MPR PLAZA PROJECT AT ROYAL HIGH SCHOOL

Business & Facilities
Consent #18

August 15, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

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

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

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

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

Fiscal Analysis:

\$2,613,250.00 Original LLB Contract
\$ 80,747.35 Change Order #1 - 7/31/2023

\$2,693,997.35 Total Revised Contract, funded with Measure X funds.

Recommendation:

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

On motion # 8 by Trustee LaBelle, seconded by Trustee Dubran and carried by a vote of 4/0/1, the Board of Education, by a roll-call vote, approved Change Order No.1 for the Royal High School MPR Plaza Courtyard Project, Bid No. B22LS375.

Ayes: Pine
Dubran
LaBelle
Bagdasaryan Noes: 0 Absent: Smolken Abstained: 0



CHANGE ORDER

Project Name:	Royal High School MPR Plaza	Date:	7/31/2023
Site:	Royal High School	Change Order #:	1
Contract Date:	6/21/2022	Bid #:	B22LS375
Contractor:	Balfour	PO #:	P22-04321
Address:	13520 Evening Creek Drive North Suite 270 San Diego, CA 92128	DSA Application #:	03-11887
		Board Date:	8/15/2023

THE CONTRACT IS CHANGED AS FOLLOWS:

Various unforeseen conditions and time extension for various delays.	
COP #05 (See Attached) Planting and trees were added at North MPR in CCD- 30	\$ 17,015.39
COP #07 (See Attached) Additional synthetic turf added in CCD-30	\$ 29,423.13
COP#011 (See Attached) Add Rock and Fabric Filter	\$ 6,002.75
COP #013 (See Attached) Repair underground broken conduit	\$ 5,643.52
COP #015 (See Attached) Change paver color from Burgundy to Sterling Gray	\$ 1,939.12
COP #016 (See Attached) Change asphalt section at MPR Parking lot to 4 inches to 8 inches	\$ 4,190.48
COP #019 (See Attached) Demo, remove, and replace section of curb and gutter for the new ADA ramp.	\$ 4,517.11
COP #020 (See Attached) Excavate footings and additional 12", place tensar across bottom, place 12" of 3" minus rock.	\$ 7,154.16
COP #21R (See Attached) DG and Base at Tesla Energy Storage	\$ 4,861.69
Total:	\$ 80,747.35

ADJUSTMENTS TO CONTRACT			
Original Contract Amount:	\$ 2,613,250.00	Original Contract Completion Date:	09/30/22
Total Prior Change Orders:	\$ -	New Completion Date:	10/02/23
Contract Sum Prior to this CO:	\$ 2,613,250.00	% for this Change Order	3%
Amount of this Change Order:	\$ 80,747.35	% Total Cumulative Change Orders	3%
Revised Contract Amount:	\$ 2,693,997.35		

***SIGNATURES ON PAGE 2**


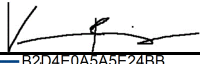

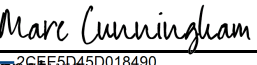

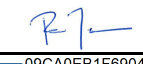


CHANGE ORDER

Project Name:	Royal High School MPR Plaza	Date:	7/31/2023
Site:	Royal High School	Change Order #:	1

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

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

DENNIS KUYKENDALL BALFOUR	DocuSigned by:  Signature	8/9/2023 Date
VANESSA PELTIER Architect	DocuSigned by:  Signature	8/10/2023 Date
DAVID PEGG Project Coordinator	DocuSigned by:  Signature	8/14/2023 Date
MARC CUNNINGHAM Construction Project Manager	DocuSigned by:  Signature	8/14/2023 Date
LORI RUBENSTEIN Bond Program Manager	DocuSigned by:  Signature	8/16/2023 Date
RON TODO Associate Superintendent, Business & Facilities	DocuSigned by:  Signature	8/16/2023 Date

 DS




SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

School Name:	Royal High School
Project Name:	Royal HS MPR Plaza Project
To: <i>CM/ Project Coordinator</i>	David Pegg
From: <i>Contractor</i>	Balfour Beatty Construction, LLC.

Date:	6/22/2023
COP Number:	05
Project Number:	17230002
Bid Number:	B22LS375

Description of Work: Planting and Trees were added in the additional scope at the North MPR and in CCD-030 Revisions.

WORK PERFORMED OTHER THAN BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$	-
(e)	Add overhead and profit for any and all tiers of Subcontractor, the total not to exceed ten percent (10%) of Item (d)	\$	-
(f)	Subtotal	\$	-
(g)	Add overhead and profit for Contractor, not to exceed five percent (5%) of Item (d)	\$	-
(h)	Subtotal	\$	-
(i)	Add Bond and Insurance, not to exceed two percent (2%) of Item (d)	\$	-
(j)	TOTAL	\$	-
(k)	Time (zero unless indicated)	<u>0</u>	Calendar Days
WORK PERFORMED BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$	-
(e)	Add overhead and profit for Contractor, not to exceed fifteen percent (15%) of Item (d)	\$	-
(f)	Subtotal	\$	-
(g)	Add Bond and Insurance, not to exceed two percent (2%) of Item (d)	\$	-
(h)	TOTAL	\$	-
Amount of this COP		\$	17,015.39
(i)	Time (zero unless indicated)	<u>0</u>	Calendar Days

☐ The proposal would ☐ Increase ☐ Decrease the Contract Time by Calendar Days.

☐ The proposal does NOT affect the Contract Time.

Contractor's Signature: _____

Printed Name & Title _____

Date _____

Provide all supporting documentation as required by the Contract Documents

POTENTIAL CHANGE ORDER

Project: SVUSD ROYAL HS MPR PLAZA IMPRS
Project No.: 17230002

Date: 06/22/2023

To: 101 W Cochran
 Simi Valley, California 93065

PCO No.: 005

Attn: David Pegg

Change Event No.: MPR 005

Subject: **CE #MPR 005 - MPR North and CCD 30 - Additional Planting**

This proposal serves as a Change Order Request for the above referenced project. Revisions to the scope of work, contract price, and contract time are as described & summarized below, and supported by the attached documentation (as applicable).

Description of Change:

CE #MPR 005 - MPR North and CCD 30 - Additional Planting

Planting and trees were added in the additional scope at the North MPR and in CCD 30 revisions.

Cost Summary:

No.	Description	Amount
1	MPR North and CCD 30 Planting	\$16,075.00
2	BB Fee 3.75%	\$602.81
3	BB Bond 1%	\$160.75
4	BB Insurance 1.10%	\$176.83
TOTAL PROPOSAL AMOUNT		\$17,015.39

If acceptable, please return one fully executed copy of this proposal indicating your acceptance and authorizing work to proceed. This proposal once approved shall be incorporated into a Change Order to the Contract Agreement.

Submitted by:

Balfour Beatty Construction, LLC

Contractor

Accepted by:

Simi Valley Unified School District

Owner

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Title: _____

Date: _____



12/29/2022

COR #03B

Balfour Beatty
Attn: Jeff Calvet
1501 Quail Street, Suite 130,
Newport Beach, CA 92660

Attention: Jeff Calvet
Subject: Royal HS MPR Plaza – COR #03B – Additional Planting per CCD 30 (L2.2)

Dear Jeff,

Please, find the following cost for procuring and planting an additional (1) 36" box Pistacia chinensis and (41) shrubs, as noted on L2.2. The COR is inclusive of labor, equipment, and material for the sod installation.

If you would like for American Landscape to proceed with the amended scope, please issue a change order in the amount of \$16,075.

Exclusions, inclusions, qualifications, terms, and conditions per contract unless noted below.

- Grading is excluded
- Demo by others, per contractual agreement

Thank you,
Jenny Deneva
Assistant Project Manager
American Landscape Inc.



Royal HS - MPR Plaza

COR 3B - Additional planting per CCD 030

COR # 3B

Date 12/29/2022

Item	Description	Quantity	Unit	Unit Cost	Extension
1	Materials				
2	36" box Pistacia chinensis	1	EA	\$ 415.00	\$ 415.00
3	15-gal Euonymus japonica (based on availability)	3	EA	\$ 115.00	\$ 345.00
4	5-gal Trachelospermum	17	EA	\$ 12.50	\$ 212.50
5	5-gal Rhaphiolepis i. 'Ballerina'	21	EA	\$ 13.00	\$ 273.00
6	Filter Fabric	1	ROLL	\$ 860.00	\$ 860.00
7	Mulch	12	CY	\$ 35.00	\$ 420.00
8	Soil Amendments	8	CY	\$ 30.00	\$ 240.00
9	Freight	1	LS	\$ 350.00	\$ 350.00
10	Irrigation Material	1	LS	\$ 2,500.00	\$ 2,500.00
11					
12					
13					
14					
15					
16					
17					
18	Tax	7.25%		\$	407.12
19	Total Materials			\$	6,022.62
20					
21	Description	Quantity	Unit	Unit Cost	Extension
22	Equipment				
23	Crew Truck	3	DAY	\$ 145.00	\$ 435.00
24	Skip loader	1	DAY	\$ 395.00	\$ 395.00
25					
26					
27	Delivery/Pick Up Fees	2	LS	\$ 125.00	\$ 250.00
28	Total Equipment			\$	1,080.00
29					
30	Description	Quantity	Unit	Unit Cost	Extension
31	Labor				
32	Foreman	24	HR	\$ 83.73	\$ 2,009.52
33	Laborer	72	HR	\$ 67.58	\$ 4,865.76
34					
35	Total Labor			\$	6,875.28
36					
37	Subtotal			\$	13,977.90
38					
39					
40	Mark-Up	15.0%		\$	2,096.69
	Grand Total			\$	16,075

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SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

School Name: **Royal High School**
Project Name: **Royal HS MPR Plaza Project**
To: *CM/ Project Coordinator* **David Pegg**
From: *Contractor* **Balfour Beatty Construction, LLC.**

Date: **6/22/2023**
COP Number: **07**
Project Number: **17230002**
Bid Number: **B22LS375**

Description of Work: Additional synthetic turf added in CCD-030.

WORK PERFORMED OTHER THAN BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$	-
(e)	Add overhead and profit for any and all tiers of Subcontractor. the total not to exceed ten percent (10%) of Item (d)	\$	-
(f)	Subtotal	\$	-
(g)	Add overhead and profit for Contractor. not to exceed five percent (5%) of Item (d)	\$	-
(h)	Subtotal	\$	-
(i)	Add Bond and Insurance. not to exceed two percent (2%) of Item (d)	\$	-
(j)	TOTAL	\$	-
(k)	Time (zero unless indicated)	0	Calendar Days
WORK PERFORMED BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$	-
(e)	Add overhead and profit for Contractor. not to exceed fifteen percent (15%) of Item (d)	\$	-
(f)	Subtotal	\$	-
(g)	Add Bond and Insurance. not to exceed two percent (2%) of Item (d)	\$	-
(h)	TOTAL	\$	-
	Amount of this COP	\$	29,423.13
(i)	Time (zero unless indicated)	0	Calendar Days

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

Contractor's Signature: _____

Printed Name & Title _____

Date _____

Provide all supporting documentation as required by the Contract Documents

POTENTIAL CHANGE ORDER



Project: SVUSD ROYAL HS MPR PLAZA IMPRS
Project No.: 17230002

Date: 06/22/2023

To: 101 W Cochran
 Simi Valley, California 93065

PCO No.: 007

Attn: David Pegg

Change Event No.: MPR 007

Subject: CE #MPR 007 - CCD 30 - Additional Turf

This proposal serves as a Change Order Request for the above referenced project. Revisions to the scope of work, contract price, and contract time are as described & summarized below, and supported by the attached documentation (as applicable).

Description of Change:

CE #MPR 007 - CCD 30 - Additional Turf

Additional synthetic turf added in CCD 30.

Cost Summary:

No.	Description	Amount
1	CCD 30 - Additional Turf	\$27,797.00
2	BB Fee 3.75%	\$1,042.39
3	BB Bond 1%	\$277.97
4	BB Insurance 1.10%	\$305.77
TOTAL PROPOSAL AMOUNT		\$29,423.13

If acceptable, please return one fully executed copy of this proposal indicating your acceptance and authorizing work to proceed. This proposal once approved shall be incorporated into a Change Order to the Contract Agreement.

Submitted by:

Balfour Beatty Construction, LLC

Contractor

Accepted by:

Simi Valley Unified School District

Owner

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Title: _____

Date: _____



12/29/2022

COR #03A

Balfour Beatty

Attn: Jeff Calvet

1501 Quail Street, Suite 130,

Newport Beach, CA 92660

Attention: Jeff Calvet

Subject: Royal HS MPR Plaza – COR #03A – Additional Synthetic Turf as noted on CCD30

Dear Jeff,

Please, find the following cost for procurement and installation of additional synthetic turf, base, and 2"x4" pressure-treated wood edging as per the provided drawing and detail. The COR also includes grading to accommodate the synthetic turf installation.

Please provide a change order in the amount of \$27,797 to American Landscape.

Exclusions, inclusions, qualifications, terms, and conditions per contract unless noted below.

- Subgrade for the synthetic turf is included.
- Additional planting material cost is provided under a separate COR.
- Demo by others, per contractual agreement.

Thank you,

Jenny Deneva

Assistant Project Manager

American Landscape Inc.



Royal HS - MPR Plaza
COR 3A - Additional Turf per CCD30

COR # 3A
Date 12/29/2022

Item	Description	Quantity	Unit	Unit Cost	Extension
1	Materials				
2	Class 2 Base	20	TN	\$ 47.00	\$ 940.00
3	Pressure Treated Wood Edging	140	LF	\$ 4.50	\$ 630.00
4	Hardware for Edging	1	LS	\$ 160.00	\$ 160.00
5	Synthetic Turf & Infill	959	SF	\$ 12.36	\$ 11,853.24
6	D.G. Fines	2	TN	\$ 107.00	\$ 214.00
7	Haul-off	2	LOAD	\$ 685.00	\$ 1,370.00
8	Tax	7.25%			\$ 1,099.62
9	Total Materials			\$	16,266.86
10					
18					
19	Description	Quantity	Unit	Unit Cost	Extension
20	Equipment				
21	Crew Truck	3	DAY	\$ 145.00	\$ 435.00
22	Skid steer	2	DAY	\$ 425.00	\$ 850.00
23	Skip loader	2	DAY	\$ 395.00	\$ 790.00
24					
25	Delivery/Pick Up Fees	4	LS	\$ 125.00	\$ 500.00
26	Total Equipment			\$	2,575.00
27					
28					
29	Description	Quantity	Unit	Unit Cost	Extension
30	Labor				
31	Foreman	24	HR	\$ 83.73	\$ 2,009.52
32	Laborer	72	HR	\$ 67.58	\$ 4,865.76
33					
34					
35	Total Labor			\$	6,875.28
36					
37	Subtotal			\$	25,717.14
38					
39					
40	Mark-Up	15.0%		\$	3,857.57
	Grand Total			\$	29,575
	Trade Partner Discount			\$	(1,778)
	Grand Total Inclusive of Discount			\$	27,797





SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

School Name: **Royal High School**
 Project Name: **Royal HS MPR Plaza Project**
 To: *CM/ Project Coordinator* **David Pegg**
 From: *Contractor* **Balfour Beatty Construction, LLC.**

Date: **6/22/2023**
 COP Number: **011**
 Project Number: **17230002**
 Bid Number: **B22LS375**

Description of Work: Add Rock and Fabric Filter per RFI # 021 for High Water Table.

WORK PERFORMED OTHER THAN BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$	-
(e)	Add overhead and profit for any and all tiers of Subcontractor , the total not to exceed ten percent (10%) of Item (d)	\$	-
(f)	Subtotal	\$	-
(g)	Add overhead and profit for Contractor , not to exceed five percent (5%) of Item (d)	\$	-
(h)	Subtotal	\$	-
(i)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$	-
(j)	TOTAL	\$	-
(k)	Time (zero unless indicated)	0	Calendar Days
WORK PERFORMED BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$	-
(e)	Add overhead and profit for Contractor , not to exceed fifteen percent (15%) of Item (d)	\$	-
(f)	Subtotal	\$	-
(g)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$	-
(h)	TOTAL	\$	-
Amount of this COP		\$	6,002.75
(i)	Time (zero unless indicated)	0	Calendar Days

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

Contractor's Signature: _____

Printed Name & Title _____

Date _____

Provide all supporting documentation as required by the Contract Documents

POTENTIAL CHANGE ORDER



Project: SVUSD ROYAL HS MPR PLAZA IMPRS
Project No.: 17230002

Date: 06/02/2023

To: 101 W Cochran
 Simi Valley, California 93065

PCO No.: 011

Change Event No.: MPR 012

Attn: David Pegg

Subject: CE #MPR 012 - Add Rock and Filter Fabric

This proposal serves as a Change Order Request for the above referenced project. Revisions to the scope of work, contract price, and contract time are as described & summarized below, and supported by the attached documentation (as applicable).

Description of Change:

CE #MPR 012 - Add Rock and Filter Fabric

Add Rock and Fabric Filter per RFI # 021 for High Water Table.

Per MPI Plumbing Change Order # 13 dated 04.24.2023.

Cost Summary:

No.	Description	Amount
1	Add Rock and Filter Fabric	\$5,671.00
2	BB Fee 3.75%	\$212.66
3	BB Bond 1%	\$56.71
4	BB Insurance 1.1%	\$62.38
TOTAL PROPOSAL AMOUNT		\$6,002.75

If acceptable, please return one fully executed copy of this proposal indicating your acceptance and authorizing work to proceed. This proposal once approved shall be incorporated into a Change Order to the Contract Agreement.

Submitted by:

Balfour Beatty Construction, LLC

Contractor

Accepted by:

Simi Valley Unified School District

Owner

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Title: _____

Date: _____

Change Order**MPI - Miller Plumbing Inc**

4/24/23

Simi Valley

CO #	13
Location	
Subject	Add rock and filter fabric
Reference	RFI 21
Total Cost	\$5,671
Added Time	16

Description: Add rock and filter fabric per RFI 21 for high water table.

Labor Hours	Cost	Total	Equip/Other	Cost	Total
16	98.55	1576.8	Skid Steer		1863
Totals		1576.8			1863

Materials:	Quantity	Cost	Total
Filter Fabric			175
Sand and Gravel			1229
Total Material Cost			1404

Profit and Overhead	Totals
Labor	\$1,577
Materials	\$1,404
Equipment	\$1,863
Subtotal	\$4,844
Overhead and Profit 15%	\$727
Bond	\$100
Total	\$5,671



P.O. Box 5067
Buena Park, CA 90622
Billing: (714) 522-4403
Fax: (714) 522-4524

Invoice Date

4/5/2023

Invoice #

602869

Customer

2030

MPI Miller Plumbing Inc
Special Processing
karen@mpiplumbing.com
San Dimas, CA 91773

Job

89270

ROYAL HIGH SCHOOL
1402 Royal Avenue
Simi Valley, CA 93065

Ticket #	Del. Date	Reference #	Line Description	Qty	Units	Unit Price	Amount
2070476	4/5/2023		3/4" CRUSHED ROCK	12.59	TN	\$18.25	\$229.77
2070476	4/5/2023		FREIGHT	12.59	TN	\$26.75	\$336.78
1769875	4/5/2023		3/8" PEA GRAVEL	13.04	TN	\$20.75	\$270.58
1769875	4/5/2023		FREIGHT	13.04	TN	\$27.25	\$355.34

CALL FOR SERVICE IN CALIFORNIA, NEVADA, AND ARIZONA

Los Angeles | Ventura | Orange | Inland Empire (800) 522-0282
Central California | Northern California (800) 734-3053
San Diego County (800) 266-2837
Palm Springs | Indio (866) 923-4772
Arizona & Nevada (855) 522-0282

SUB-TOTAL	\$1,192.47
SALES TAX	\$36.28
MINING TAX	\$0.00
TOTAL DUE	\$1,228.75
DUE BY	5/10/2023

TERMS: NET DUE 10TH OF THE MONTH FOLLOWING DATE OF DELIVERY. A 1.5% FINANCE CHARGE PER MONTH ON THE UNPAID BALANCE SHALL BE CHARGED ON ALL ACCOUNTS 30 DAYS OR MORE PAST DUE.

ALL MATERIAL SALES ARE F.O.B. POINT OF ORIGIN AND TITLE PASSES TO BUYER PRIOR TO TRANSPORTATION.

WEST COAST SAND & GRAVEL HAS A PRIVACY POLICY WHICH CAN BE VIEWED AT WWW.WCSG.COM

SO CALIFORNIA 800.522.0282
NOR CALIFORNIA 800.734.3053
ARIZONA 855.522.0282



TICK # 2070476
DELIVERY TICKET

GET A QUOTE @www.wcsg.com

Date: 4-5-23

Job #: _____ P.O. #: _____

Sold To: MPI Miller Plumbing Inc

Job Location: 1402 Royal Ave

Simi Valley, CA

DRIVER: Robert Truck #: 26 Plant: UN-IRW

Reference #: 519688

Arrival Time: 10:05 AM

Gross Wt: 39.92

Time Departed: 10:15 AM

Tare Wt: 27.33

Total Time: 10

Net Wt: 12.59

Time Allowed: 10

Commodity: 3/4 CR

Excess Time: 0

Other Notes: _____

Reason For Standby: _____

Deliveries shall be made where customer designates. Customer hereby assumes responsibility for damage inside curb or property line. Any and all claims for shortage and/or quality of product delivered will not be allowed unless made at time of delivery

X Enrique Debray

X Greg Debray

SO CALIFORNIA 800.522.0282
NOR CALIFORNIA 800.734.3053
ARIZONA 855.522.0282



TICK # 1769875
DELIVERY TICKET

GET A QUOTE @www.wcsg.com

Date: 4-5-23

Job #: _____ P.O. #: _____

Sold To: MPl - miller Plumbing Inc

Job Location: 1402 Royal Ave

Simi Valley, CA

DRIVER: Robert L Truck #: 26 Plant: UN-IRW

Reference #: 471987 Arrival Time: 10:15 AM

Gross Wt: 27.33 Time Departed: 10:25

Tare Wt: 14.29 Total Time: 10

Net Wt: 13.04

Commodity: #4 Gravel

Other Notes: _____

Time Allowed: 10

Excess Time: 0

Reason For Standby: _____

Deliveries shall be made where customer designates. Customer hereby assumes responsibility for damage inside curb or property line. Any and all claims for shortage and/or quality of product delivered will not be allowed unless made at time of delivery

Consignor/Consignee Printed Name

Consignor/Consignee Signature



BRANCH 508
7755 CANOGA AVE
CANOGA PARK CA 91304-4914
818-340-5881

RENTAL RETURN INVOICE

217941669-001

Job site

ROYAL HIGH SCHOOL
1402 ROYAL AVE
SIMI VALLEY CA 93065-3333

Office: 626-705-4451 Cell: 626-705-4451

MPI MILLER PLUMBING INC
949 N CATARACT AVE STE L
SAN DIMAS CA 91773-1464

Customer # : 6096553
Invoice Date : 04/07/23
Rental Out : 04/04/23 07:00 AM
Rental In : 04/06/23 01:20 PM
UR Job Loc : ROYAL HIGH SCH;1402
UR Job # : ROYAL HIGH SCHOOL
Customer Job ID:
P.O. # : NPOR
Ordered By : DAVID MILLER
Reserved By : NICHOLAS PASTORINO
Salesperson : DANIEL HERNANDEZ

Invoice Amount: \$1,862.57

Terms: Due Upon Receipt
Payment options: Contact our credit office 702-647-8100
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
P.O. BOX 051122
LOS ANGELES CA 90074-1122

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	903/5066	SKID STEER BUCKET 66" SMOOTH					N/C
1	11224084	SKID STEER LOADER 2001-2599# Make: BOBCAT Model: S62 Serial: B4SE11535 Meter out: 524.40 Meter in: 530.40	424.00	424.00	1,400.00	2,949.00	1,272.00

Rental Subtotal: 1,272.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	CA PERSONAL PROP TAX REIMB CHARGE [DRSURCA/MCI]	9.540	EACH	9.54
1	ENVIRONMENTAL SERVICE CHARGE [ENV/MCI]	25.440	EACH	25.44
8.41	DIESEL FUEL [DSL/MCI]	10.700	EACH	89.99
1	DELIVERY CHARGE	175.000	EACH	175.00
1	PICKUP CHARGE	175.000	EACH	175.00

Sales/Misc Subtotal: 474.97

Agreement Subtotal: 1,656.98

Fuel: 89.99

Tax: 115.60

Total: 1,862.57

COMMENTS/NOTES:

CONTACT: DAVID MILLER
CELL#: 626-705-4451
DLV/PKU LOC SELECTED BY MAP PIN OPTION
CALL UPON ARRIVAL

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

School Name: **Royal High School**
 Project Name: **Royal HS MPR Plaza Project**
 To: *CM/ Project Coordinator* **David Pegg**
 From: *Contractor* **Balfour Beatty Construction, LLC.**

Date: **6/22/2023**
 COP Number: **013**
 Project Number: **17230002**
 Bid Number: **B22LS375**

Description of Work: Repair Underground Broken Conduit.

WORK PERFORMED OTHER THAN BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$	-
(e)	Add overhead and profit for any and all tiers of Subcontractor. the total not to exceed ten percent (10%) of Item (d)	\$	-
(f)	Subtotal	\$	-
(g)	Add overhead and profit for Contractor. not to exceed five percent (5%) of Item (d)	\$	-
(h)	Subtotal	\$	-
(i)	Add Bond and Insurance. not to exceed two percent (2%) of Item (d)	\$	-
(j)	TOTAL	\$	-
(k)	Time (zero unless indicated)	0	Calendar Days
WORK PERFORMED BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$	-
(e)	Add overhead and profit for Contractor. not to exceed fifteen percent (15%) of Item (d)	\$	-
(f)	Subtotal	\$	-
(g)	Add Bond and Insurance. not to exceed two percent (2%) of Item (d)	\$	-
(h)	TOTAL	\$	-
Amount of this COP		\$	5,643.52
(i)	Time (zero unless indicated)	0	Calendar Days

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

Contractor's Signature:

Printed Name & Title

Date

Provide all supporting documentation as required by the Contract Documents

POTENTIAL CHANGE ORDER



Project: SVUSD ROYAL HS MPR PLAZA IMPRS
Project No.: 17230002

Date: 06/22/2023

To: 101 W Cochran
 Simi Valley, California 93065

PCO No.: 013

Attn: David Pegg

Change Event No.: MPR 014

Subject: CE #MPR 014 - Repair Broken Underground Conduit

This proposal serves as a Change Order Request for the above referenced project. Revisions to the scope of work, contract price, and contract time are as described & summarized below, and supported by the attached documentation (as applicable).

Description of Change:

CE #MPR 014 - Repair Broken Underground Conduit

Repair Broken Underground Conduit.

Per RDM Electric Co, Inc. Change Order # 002 dated 09/13/2022.

Cost Summary:

No.	Description	Amount
1	Repair Broken Underground Conduit	\$5,331.61
2	BB Fee 3.75%	\$199.94
3	BB Bond 1%	\$53.32
4	BB Insurance 1.1%	\$58.65
TOTAL PROPOSAL AMOUNT		\$5,643.52

If acceptable, please return one fully executed copy of this proposal indicating your acceptance and authorizing work to proceed. This proposal once approved shall be incorporated into a Change Order to the Contract Agreement.

Submitted by:

Balfour Beatty Construction, LLC

Contractor

Accepted by:

Simi Valley Unified School District

Owner

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Title: _____

Date: _____

RDM CO #: 002

[illegible]

Material Cost (See Attached Backup)			\$375.05
Direct Job Expenses (See Attached Backup)			\$0.00
Sales Tax	Simi Valley*	7.25%	\$27.19
Freight / Delivery Expense	<u>0</u>	\$95	\$0.00
Service Truck	<u>1</u>	\$75	\$75.00
<i>Mark up 15.00%</i>			\$71.59
Material, DJE's & Freight Subtotal:			\$548.83

Subcontract Work (See Attached Sub Quotes)	\$0.00
---	---------------

Subcontractor Subtotal: **\$0.00**

<i>Payment and Performance Bond @</i>	<i>1.00%</i>	<i>\$52.79</i>
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<i>Change Order Request Grand Total:</i>	<i>\$5,331.61</i>
---	--------------------------

Date:

9/13/2022 12:52:39 PM

RDM Electric Company

Page 1

Royal HS MPR Plaza : COR #002 Repair Broken Underground

Job Number: CO22-42-1

Bid Summary: Default

Extension By Phase

Item #	Description	Quantity	Price	U	Ext Price
--- 06 Underground/Site ---					
1181	1/2" PVC Conduit	100	76.60	C	76.60
1182	3/4" PVC Conduit	120	104.57	C	125.48
2128	1/2" PVC Coupling	4	39.36	C	1.57
2129	3/4" PVC Coupling	8	45.38	C	3.63
2331	PVC Glue (Quart)	1	15.85	E	15.85
--- 06 Underground/Site Total ---					223.13
--- 07 Misc ---					
T0001	Underground Tracer Tape	1	97.60	E	97.60
T0002	60lb Concrete Bag	14	3.88	E	54.32
--- 07 Misc Total ---					151.92
Job Total					375.05

RDM**WORK ORDER AUTHORIZATION**

13867 Redwood Avenue Chino, CA 91710 * (909) 591-1599 * (909) 591-1599

License No. 539194

Electric Co., Inc.

DATE:

7/23/22

JOB #:

22-42

BILL TO:

Bc Lave Bratty

JOB SITE:

MPR Bldg.
outside Electrical Room

Attention:

Phone:

Fax:

RDM Electric Co., Inc. is authorized to perform the following work on a time and material basis:

SCOPE OF WORK:

Fixed Broken Conduit by Grading Company. OK
Per Corwin, STEVEN E-mail 7/25/22 1:52PM

WORK PERFORMED:

- Traced out 3 conduits broken outside MPR Bldg. exterior Electrical Room
- ① 1-3/4" was going to gutter box in electrical room, with wires abandoned.
- ② 1-3/4" conduit was going to 277v. Panel, with wires capped off. Could not find other end
- ③ 1/2" was From "E" Room telephone patch to PA Speaker in training Room
- ④ added concrete to pipe running above concrete encasement & where we sloped

Follow-up Required?: ☐ No ☒ Yes, Explain:

Need to pull PA WIRE

LIST OF MATERIAL:

And re-splice

QTY:	DESCRIPTION OF MATERIAL:	QTY:	DESCRIPTION OF MATERIAL:
120'	3/4" pvc conduit	1	Backhoe Operator
100'	1/2" pvc "		JB-Backhoe
8	3/4" pvc couplings		
4	1/2" pvc couplings		
1	glue can		
1	Electrical marking tape		
14	60 lb concrete bags		
1	Truck Delivery		

LABOR:

WORK PERFORMED BY:

Hilario Ramirez
 Alejandro Orosco
 Jose Arias
 JB Backhoe Michael Vazquez

TOTAL HOURS:

8
8
8
8

SATURDAY
 9/23/22

Service Truck Fees: ☒ Yes ☐ No

Concrete & Material pick-up.

Customer hereby acknowledges a) receipt of copy, b) receipt of all equipment and/or services listed above, c) acknowledgement of noted deficiencies and d) agrees to remit full payment for above goods and services rendered. RDM Electric Co., Inc. assumes no liability for existing conditions, it's associated design or wiring or its ability to meet any City State or National Codes.

CUSTOMER SIGNATURE:

DATE:

7/23/22

PRINT NAME:

JB Backhoe
 Michael Vazquez

POSTED
8/25/22

JB Backhoe & Equipment Rental Inc.
 3151 REID AVE
 CULVER CITY, CA 90232 US
 (310)621-5728
 jbbackhoeservice@gmail.com

INVOICE**BILL TO**

RDM Electric Inc.
 4260 E. Brickell St
 Ontario, CA 91761

AUG 24 2022

INVOICE # 7319**DATE** 08/21/2022**DUE DATE** 09/20/2022**TERMS** Net 30**PROJECT:**

1402 Royal Ave Simi Valley

#22-42

OK
JS
16812

DATE	DESCRIPTION	QTY	RATE	AMOUNT
07/22/2022	**Mini Excavator 35D-PW/CPR Mini Excavator 35D-PW/CPR	7	135.00	945.00
07/22/2022	**Mini Excavator w/Comp Wheel-PW/CPR Mini Excavator w/ Comp Wheel-PW/CPR	3	154.00	462.00
07/23/2022	**Mini Excavator w/Comp Wheel-PW/CPR Mini Excavator w/ Comp Wheel-PW/CPR, Saturday OT	8	207.90	1,663.20
07/25/2022	**Mini Excavator 35D-PW/CPR Mini Excavator 35D-PW/CPR	8	135.00	1,080.00
07/26/2022	**Mini Excavator 35D-PW/CPR Mini Excavator 35D-PW/CPR	8	135.00	1,080.00

Thank you for your Business

BALANCE DUE**\$5,230.20**

JB Backhoe & Equipment Rental Inc.3151 Reid Avenue • Culver City, CA 90232
Ph. (310) 621-5728 • Fax (310) 837-7590**10576**Date 7-22-22

P.O. # _____

Customer RDMProject Name ROYAL H.S.

Cust. Address _____

Job Address 1402 ROYAL AVE
SIMI VALLEY

DATE	HOURS	EQUIPMENT	
7-22	9 7	MINI EX 35G	CA
7-22	3	MINI EX 35G w/ COMP WHEEL	CA

NOTICE OUR OPERATORS WILL MAKE EVERY EFFORT TO PROTECT AND AVOID DAMAGE TO UNDERGROUND STRUCTURES
 WE WILL ASSUME NO RESPONSIBILITY FOR DAMAGES WHERE NOT LOCATED BY CUSTOMER.
 NO CLAIMS ALLOWED AFTER 10 DAYS FROM DATE OF INVOICE.

OPERATOR J. Brown BY _____**JB Backhoe & Equipment Rental Inc.**3151 Reid Avenue • Culver City, CA 90232
Ph. (310) 621-5728 • Fax (310) 837-7590**12001**Date 7-26-22

P.O. # _____

Customer RDM ELECTRICProject Name ROYAL HIGH SCHOOL

Cust. Address _____

Job Address 1402 ROYAL AVE.
SIMI VALLEY

DATE	HOURS	EQUIPMENT
7-23-22	8	EXCAVATOR - SATURDAY (COMP. WHEEL MINIMUM)
7-25-22	8	EXCAVATOR
7-26-22	8	EXCAVATOR

NOTICE OUR OPERATORS WILL MAKE EVERY EFFORT TO PROTECT AND AVOID DAMAGE TO UNDERGROUND STRUCTURES
 WE WILL ASSUME NO RESPONSIBILITY FOR DAMAGES WHERE NOT LOCATED BY CUSTOMER.
 NO CLAIMS ALLOWED AFTER 10 DAYS FROM DATE OF INVOICE.

OPERATOR MICHAEL VAZQUEZ BY JR Rami



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

School Name: **Royal High School**
Project Name: **Royal HS MPR Plaza Project**
To: *CM/ Project Coordinator* **David Pegg**
From: *Contractor* **Balfour Beatty Construction, LLC.**

Date: **6/22/2023**
COP Number: **015**
Project Number: **17230002**
Bid Number: **B22LS375**

Description of Work: Change Paver Color from Burgundy to Sterling Gray - Cost Increase.

WORK PERFORMED OTHER THAN BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$ -	
(e)	Add overhead and profit for any and all tiers of Subcontractor. the total not to exceed ten percent (10%) of Item (d)	\$ -	
(f)	Subtotal	\$ -	
(g)	Add overhead and profit for Contractor. not to exceed five percent (5%) of Item (d)	\$ -	
(h)	Subtotal	\$ -	
(i)	Add Bond and Insurance. not to exceed two percent (2%) of Item (d)	\$ -	
(j)	TOTAL	\$ -	
(k)	Time (zero unless indicated)	<u>0</u>	Calendar Days
WORK PERFORMED BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$ -	
(e)	Add overhead and profit for Contractor. not to exceed fifteen percent (15%) of Item (d)	\$ -	
(f)	Subtotal	\$ -	
(g)	Add Bond and Insurance. not to exceed two percent (2%) of Item (d)	\$ -	
(h)	TOTAL	\$ -	
Amount of this COP		\$	1,939.12
(i)	Time (zero unless indicated)	<u>0</u>	Calendar Days

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

Contractor's Signature: _____

Printed Name & Title _____

Date _____

Provide all supporting documentation as required by the Contract Documents

POTENTIAL CHANGE ORDER

Project: SVUSD ROYAL HS MPR PLAZA IMPRS
Project No.: 17230002

Date: 06/22/2023

To: 101 W Cochran
 Simi Valley, California 93065

PCO No.: 015

Attn: David Pegg

Change Event No.: MPR 016

Subject: CE #MPR 016 - Change Paver Color

This proposal serves as a Change Order Request for the above referenced project. Revisions to the scope of work, contract price, and contract time are as described & summarized below, and supported by the attached documentation (as applicable).

Description of Change:

CE #MPR 016 - Change Paver Color

Change pave color from Burgundy to sterling gray - Cost Increase.

Per B&M Contractors, Inc. Change Order # 5 dated 09/13/2022.

Cost Summary:

No.	Description	Amount
1	Change Paver Color	\$1,831.95
2	BB Fee 3.75%	\$68.70
3	BB Bond 1%	\$18.32
4	BB Insurance 1.1%	\$20.15
TOTAL PROPOSAL AMOUNT		\$1,939.12

If acceptable, please return one fully executed copy of this proposal indicating your acceptance and authorizing work to proceed. This proposal once approved shall be incorporated into a Change Order to the Contract Agreement.

Submitted by:

Balfour Beatty Construction, LLC
 Contractor

Accepted by:

Simi Valley Unified School District
 Owner

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Title: _____

Date: _____



Date

9/13/2022

CHANGE ORDER REQUEST

Name & Address

Balfour Beatty
2 Park Plaza, Suite 1000
Irvine, CA 92614

Please see additional work requested for your project
below. For acceptance please sign below.

C.O. Request #

5

Description of New Work Requested	Quantity	Rate	Amount
Job address - MPR Plaza			
Additional work performed:			
Per architect change paver color from burgundy to sterling grey - cost increase			
Pavers - 5,310 pieces	5,310	0.30	1,593.00
Office & administration		15.00%	238.95
Total			\$1,831.95

The contractor signing below hereby agrees to the following:

Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property.

The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt.

An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street
Simi Valley, CA 93063
Tel: 805-581-5480
Fax: 805-581-5436

Please sign, date and fax back to the office for
acceptance:

Signature _____



Cal State Lic. # 803703
 4473 Cochran Street, Simi Valley, California 93063
 Telephone (805) 581-5480 • Fax (805) 581-5436

JOB INVOICE & ADDITIONAL WORK AUTHORIZATION

PO # _____

BILL TO CONTRACTOR/OWNER <i>Balfour Beatty</i>	ORDER TAKEN BY <i>Jeff Calvet</i>	DATE <i>9/03/2022</i>
PHASE/TRACT NO <i>Royal H.S.</i>	REQUISITIONED BY <i>Jeff Calvet</i>	
LOT NUMBERS <i>MPR-Donor Pavers</i>		

DESCRIPTION OF WORK	AMOUNT
Per architect changing paver color from Bergundy to Sterling grey. There is a cost increase.	
Pavers - 5310ea @ .30cent increase.	
Signature _____	TOTAL

The Contractor/Owner identified above hereby agrees as follows

Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property arising from or in any manner connected with the operation of equipment.

B&M Contractors, Inc. is not liable for any damage to property for roll off truck access.

The total amount due as set forth above will be billed to Contractor/Owner by separate statement. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charged to all accounts not paid within thirty (30) days after due date and similarly each month thereafter until paid. In the event it becomes necessary to place this account with an attorney for collection, Contractor/Owner will pay the cost of said attorney. Including all related cost of collection, whether or not legal proceedings are commenced. If suit is instituted.

Then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

ACCEPTED AS SATISFACTORY BY: _____ DATE: _____

Thank you for your business



SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

School Name: **Royal High School**
 Project Name: **Royal HS MPR Plaza Project**
 To: *CM/ Project Coordinator* **David Pegg**
 From: *Contractor* **Balfour Beatty Construction, LLC.**

Date: **6/22/2023**
 COP Number: **016**
 Project Number: **17230002**
 Bid Number: **B22LS375**

Description of Work: Change asphalt section at MPR parking lot to 4 inches over 8 inches of base from drive aisle. Inspector is also requesting any section a car can touch should be 4 inches thick and installed in 2 lifts.

WORK PERFORMED OTHER THAN BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$ -	
(e)	Add overhead and profit for any and all tiers of Subcontractor , the total not to exceed ten percent (10%) of Item (d)	\$ -	
(f)	Subtotal	\$ -	
(g)	Add overhead and profit for Contractor , not to exceed five percent (5%) of Item (d)	\$ -	
(h)	Subtotal	\$ -	
(i)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$ -	
(j)	TOTAL	\$ -	
(k)	Time (zero unless indicated)	0	Calendar Days
WORK PERFORMED BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$ -	
(e)	Add overhead and profit for Contractor , not to exceed fifteen percent (15%) of Item (d)	\$ -	
(f)	Subtotal	\$ -	
(g)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$ -	
(h)	TOTAL	\$ -	
Amount of this COP		\$	4,190.48
(i)	Time (zero unless indicated)	0	Calendar Days

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

Contractor's Signature: _____

Printed Name & Title _____

Date _____

Provide all supporting documentation as required by the Contract Documents

POTENTIAL CHANGE ORDER



Project: SVUSD ROYAL HS MPR PLAZA IMPRS
Project No.: 17230002

Date: 06/22/2023

To: 101 W Cochran
 Simi Valley, California 93065

PCO No.: 016

Attn: David Pegg

Change Event No.: MPR 017

Subject: CE #MPR 017 - Change Asphalt Section

This proposal serves as a Change Order Request for the above referenced project. Revisions to the scope of work, contract price, and contract time are as described & summarized below, and supported by the attached documentation (as applicable).

Description of Change:

CE #MPR 017 - Change Asphalt Section

Change asphalt section at MPR parking lot to 4 inches thick over 8 inches of base from drive aisle. Inspector is also requesting any section a car can touch should be 4 inches thick and installed in 2 lifts.

Per B&M Contractors, Inc. Change Order # 6 dated 10/3/2022.

Cost Summary:

No.	Description	Amount
1	Change Asphalt Section	\$3,958.88
2	BB Fee 3.75%	\$148.46
3	BB Bond 1%	\$39.59
4	BB Insurance 1.1%	\$43.55
TOTAL PROPOSAL AMOUNT		\$4,190.48

If acceptable, please return one fully executed copy of this proposal indicating your acceptance and authorizing work to proceed. This proposal once approved shall be incorporated into a Change Order to the Contract Agreement.

Submitted by:

Balfour Beatty Construction, LLC
 Contractor

Accepted by:

Simi Valley Unified School District
 Owner

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Title: _____

Date: _____



Date

10/3/2022

CHANGE ORDER REQUEST

Name & Address

Balfour Beatty
2 Park Plaza, Suite 1000
Irvine, CA 92614

Please see additional work requested for your project below. For acceptance please sign below.

C.O. Request #

6

Description of New Work Requested	Quantity	Rate	Amount
Job address- Royal HS - MPR PLaza			
Additional work requested:			
RFI #18 - Change asphalt section at MPR parking lot to 4 inches thick over 8 inches of base for drive aisle. Inspector is also requesting any section a car can touch should be 4 inches thick and installed in 2 lifts			
750 sq. ft. of drive area	750	4.50	3,375.00
Subtotal			3,375.00
Office & administration		15.00%	506.25
Bond - 2%		77.63	77.63
Total			\$3,958.88

The contractor signing below hereby agrees to the following:

Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property.

The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt.

An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street
Simi Valley, CA 93063
Tel: 805-581-5480
Fax: 805-581-5436

Please sign, date and fax back to the office for acceptance:

Signature _____



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

School Name:	Royal High School
Project Name:	Royal HS MPR Plaza Project
To: <i>CM/ Project Coordinator</i>	David Pegg
From: <i>Contractor</i>	Balfour Beatty Construction, LLC.

Date:	6/22/2023
COP Number:	019
Project Number:	17230002
Bid Number:	B22LS375

Description of Work: Per field conditions at MPR, existing driveway entrance, the curb and gutter has a reversed fall, in order to fix this problem, B&M needs to demo, remove and replace a section of the curb and gutter for the new ADA ramp.

WORK PERFORMED OTHER THAN BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$	-
(e)	Add overhead and profit for any and all tiers of Subcontractor , the total not to exceed ten percent (10%) of Item (d)	\$	-
(f)	Subtotal	\$	-
(g)	Add overhead and profit for Contractor , not to exceed five percent (5%) of Item (d)	\$	-
(h)	Subtotal	\$	-
(i)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$	-
(j)	TOTAL	\$	-
(k)	Time (zero unless indicated)	0	Calendar Days
WORK PERFORMED BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$	-
(e)	Add overhead and profit for Contractor , not to exceed fifteen percent (15%) of Item (d)	\$	-
(f)	Subtotal	\$	-
(g)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$	-
(h)	TOTAL	\$	-
Amount of this COP		\$	4,517.11
(i)	Time (zero unless indicated)	0	Calendar Days

☐ The proposal would ☐ Increase ☐ Decrease the Contract Time by Calendar Days.

☐ The proposal does NOT affect the Contract Time.

Contractor's Signature: _____

Printed Name & Title _____

Date _____

Provide all supporting documentation as required by the Contract Documents

POTENTIAL CHANGE ORDER



Project: SVUSD ROYAL HS MPR PLAZA IMPRS
Project No.: 17230002

Date: 06/22/2023

To: 101 W Cochran
 Simi Valley, California 93065

PCO No.: 019

Change Event No.: MPR 020

Attn: David Pegg

Subject: CE #MPR 020 - MPR Existing Driveway Entrance

This proposal serves as a Change Order Request for the above referenced project. Revisions to the scope of work, contract price, and contract time are as described & summarized below, and supported by the attached documentation (as applicable).

Description of Change:

CE #MPR 020 - MPR Existing Driveway Entrance

Per field conditions at MPR, existing driveway entrance, the curb and gutter has reversed fall, in order to fix this problem, B&M needs to demo, remove and replace a section of the curb and gutter for the new ADA ramp.

Per B&M Contractors, Inc. Change Order # 12 dated 05/16/2023.

Cost Summary:

No.	Description	Amount
1	MPR Existing Driveway Entrance	\$4,267.47
2	BB Fee 3.75%	\$160.03
3	BB Bond 1%	\$42.67
4	BB Insurance 1.1%	\$46.94
TOTAL PROPOSAL AMOUNT		\$4,517.11

If acceptable, please return one fully executed copy of this proposal indicating your acceptance and authorizing work to proceed. This proposal once approved shall be incorporated into a Change Order to the Contract Agreement.

Submitted by:

Balfour Beatty Construction, LLC
 Contractor

Accepted by:

Simi Valley Unified School District
 Owner

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Title: _____

Date: _____



Date

5/16/2023

CHANGE ORDER REQUEST

Name & Address

Balfour Beatty
2 Park Plaza, Suite 1000
Irvine, CA 92614

Please see additional work requested for your project below. For acceptance please sign below.

C.O. Request #

12

Description of New Work Requested	Quantity	Rate	Amount
Job address - MPR Plaza			
Description: Per Field conditions at MPR existing drive entrance, the curb and gutter has reverse fall, in order to fix this problem B&M needs to demo, remove, and replace a section of the curb & gutter by our new ADA ramp.			
Foreman - Supervise/Layout - 4 hrs	4	95.00	380.00
Mason - Demo/Remove - 8 hrs	8	87.36	698.88
Mason - Form/Pour/Finish - 8 hrs	8	87.36	698.88
Material - Form Lumber - 1 LS	1	225.00	225.00
Material - Concrete - 4 CY	4	200.00	800.00
Material - Minimum Dump Fee - 1 Bin	1	800.00	800.00
Subtotal			3,602.76
Office & administration		15.00%	540.41
Bond - 3%		124.30	124.30
Total			\$4,267.47

The contractor signing below hereby agrees to the following:

Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property.

The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street
Simi Valley, CA 93063
Tel: 805-581-5480
Fax: 805-581-5436

Please sign, date and fax back to the office for acceptance:

Signature _____





SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

School Name:	Royal High School
Project Name:	Royal HS MPR Plaza Project
To: <i>CM/ Project Coordinator</i>	David Pegg
From: <i>Contractor</i>	Balfour Beatty Construction, LLC.

Date:	6/22/2023
COP Number:	020
Project Number:	17230002
Bid Number:	B22LS375

Description of Work: Due to pilaster earthwork recommendation per Patrick Boales, excavate footings an additional 12", place tensar across bottom, place 12" of 3" minus rock.

WORK PERFORMED OTHER THAN BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$	-
(e)	Add overhead and profit for any and all tiers of Subcontractor , the total not to exceed ten percent (10%) of Item (d)	\$	-
(f)	Subtotal	\$	-
(g)	Add overhead and profit for Contractor , not to exceed five percent (5%) of Item (d)	\$	-
(h)	Subtotal	\$	-
(i)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$	-
(j)	TOTAL	\$	-
(k)	Time (zero unless indicated)	0	Calendar Days
WORK PERFORMED BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$	-
(e)	Add overhead and profit for Contractor , not to exceed fifteen percent (15%) of Item (d)	\$	-
(f)	Subtotal	\$	-
(g)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$	-
(h)	TOTAL	\$	-
	Amount of this COP	\$	7,154.16
(i)	Time (zero unless indicated)	0	Calendar Days

☐ The proposal would ☐ Increase ☐ Decrease the Contract Time by Calendar Days.

☐ The proposal does NOT affect the Contract Time.

Contractor's Signature: _____

Printed Name & Title _____

Date _____

Provide all supporting documentation as required by the Contract Documents

POTENTIAL CHANGE ORDER

Project: SVUSD ROYAL HS MPR PLAZA IMPRS
Project No.: 17230002

Date: 06/22/2023

To: 101 W Cochran
 Simi Valley, California 93065

PCO No.: 020

Change Event No.: MPR 021

Attn: David Pegg

Subject: CE #MPR 021 - Pilaster Earthwork Recommendation

This proposal serves as a Change Order Request for the above referenced project. Revisions to the scope of work, contract price, and contract time are as described & summarized below, and supported by the attached documentation (as applicable).

Description of Change:CE #MPR 021 - Pilaster Earthwork Recommendation

Due to pilaster earthwork recommendation per Patrick Boales, excavate footings an additional 12", place tensar across bottom, place 12" of 3" minus rock.

Per B&M Contractors, Inc. Change Order # 11 dated 04/13/2023.

Cost Summary:

No.	Description	Amount
1	Pilaster Earthwork Recommendation	\$6,758.77
2	BB Fee 3.75%	\$253.45
3	BB Bond 1%	\$67.59
4	BB Insurance 1.1%	\$74.35
TOTAL PROPOSAL AMOUNT		\$7,154.16

If acceptable, please return one fully executed copy of this proposal indicating your acceptance and authorizing work to proceed. This proposal once approved shall be incorporated into a Change Order to the Contract Agreement.

Submitted by:

Balfour Beatty Construction, LLC
 Contractor

Accepted by:

Simi Valley Unified Schoold District
 Owner

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Title: _____

Date: _____



Date

4/13/2023

CHANGE ORDER REQUEST

Name & Address

Balfour Beatty
2 Park Plaza, Suite 1000
Irvine, CA 92614

Please see additional work requested for your project
below. For acceptance please sign below.

C.O. Request #

11

Description of New Work Requested	Quantity	Rate	Amount
Job address - MPR Plaza			
Time & material charges - see attached ticket:			
4/5/23 - Due to pilaster earthwork - Excavate footings an additional 12 inches, place tensar across bottom and place 12 inches of 3 inch minus rock			
Foreman - 4 hrs.	4	95.00	380.00
Masons - 32 hrs.	32	87.36	2,795.52
Operator - 8 hrs.	8	101.09	808.72
Mini excavator - 8 hrs.	8	95.00	760.00
Gillibrand Invoice #215050		1,017.72	1,017.72
Subtotal			5,761.96
Office & administration		15.00%	864.29
Bond - 2%		132.52	132.52
Total			\$6,758.77

The contractor signing below hereby agrees to the following:

Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property.

The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street
Simi Valley, CA 93063
Tel: 805-581-5480
Fax: 805-581-5436

Please sign, date and fax back to the office for
acceptance:

Signature _____



Cal State Lic. # 803703
 4473 Cochran Street, Simi Valley, California 93063
 Telephone (805) 581-5480 • Fax (805) 581-5436

JOB INVOICE & ADDITIONAL WORK AUTHORIZATION

PO # _____

BILL TO CONTRACTOR/OWNER Balfour Beatty	ORDER TAKEN BY Connor Christ	DATE 4/5/2023
PHASE/TRACT NO MPR	REQUISITIONED BY Steve Coravin	
LOT NUMBERS Pilasters		

DESCRIPTION OF WORK	AMOUNT
Due to pilaster earthwork recommendation	:
per Patrick Boales, excavate Footings an	:
additional 12", place Tensor across bottom,	:
Place 12 inch of 3-inch minus Rock.	:
	:
Foreman - 4 hours	:
Masons - 32 hours	:
Operator - 8 hours	:
3" minus Rock	:
min ex - 8 hours	:
	:
	:
	:
	:
	:
	:
	:
	:
	:
Signature _____	TOTAL

The Contractor/Owner identified above hereby agrees as follows

Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property arising from or in any manner connected with the operation of equipment.

B&M Contractors, Inc. is not liable for any damage to property for roll off truck access.

The total amount due as set forth above will be billed to Contractor/Owner by separate statement. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charged to all accounts not paid within thirty (30) days after due date and similarly each month thereafter until paid. In the event it becomes necessary to place this account with an attorney for collection, Contractor/Owner will pay the cost of said attorney. Including all related cost of collection, whether or not legal proceedings are commenced. If suit is instituted.

Then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

ACCEPTED AS SATISFACTORY BY: _____ DATE: _____

Thank you for your business



PO Box 1019
Simi Valley, CA 93062
805-526-2195

ENTERED APR 11 2023

Invoice #	215050
DATE	4/6/2023
Location	GIS
Page	1 of 1

Bill To:

B & M CONTRACTORS, INC.
4473 Cochran St
Simi Valley, CA 93063

Ship To:

Royal High School
1402 Royal Ave
Simi Valley, CA 93063

#230

CUSTOMER I.D.NO

100128

CUSTOMER P.O.NO

Email.4523

Q-NUMBER

011061-2

SALES ORDER NUMBER

210367

SHIPPING DATE	PRODUCT NUMBER	DESCRIPTION	TICKET	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4/6/2023	100007	No 2 Gravel	225606	25.75	Ton	\$29.00	\$746.75
	Charges	Zip 93063 GIS				\$8.42	\$216.82

MATERIAL
QUANTITY

MATERIAL AMOUNT

CHARGES/HAUL

TAX AMOUNT

TOTAL INVOICE

25.75	\$746.75	\$216.82	\$54.15	\$1,017.72
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NOTICE TO ALL CUSTOMERS: TERMS NET 30 DAYS. All bills MUST be paid within period for which credit is extended. Otherwise, we reserve the right to file liens and stop notices on any unpaid accounts within the time prescribed by law in such cases. It is agreed the entire contents are correct. If necessary all collection and attorney fees will be paid by customer. Finance charge of 1 1/2% per month (18% per year) will be added to accounts 30 days past due.

NOTICE - STANDBY TIME AND / OR WORKING TIME WHEN APPLICABLE WILL BE BILLED ON OR BEFORE THE 15th OF THE MONTH FOLLOWING DELIVERY



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

School Name: **Royal High School**
Project Name: **Royal HS MPR Plaza Project**
To: *CM/ Project Coordinator* **David Pegg**
From: *Contractor* **Balfour Beatty Construction, LLC.**

Date: **7/31/2023**
COP Number: **021**
Project Number: **17230002**
Bid Number: **B22LS375**

Description of Work: DG and Base at Tesla Energy Storage.

WORK PERFORMED OTHER THAN BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$	-
(e)	Add overhead and profit for any and all tiers of Subcontractor. the total not to exceed ten percent (10%) of Item (d)	\$	-
(f)	Subtotal	\$	-
(g)	Add overhead and profit for Contractor. not to exceed five percent (5%) of Item (d)	\$	-
(h)	Subtotal	\$	-
(i)	Add Bond and Insurance. not to exceed two percent (2%) of Item (d)	\$	-
(j)	TOTAL	\$	-
(k)	Time (zero unless indicated)	0	Calendar Days
WORK PERFORMED BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$	-
(e)	Add overhead and profit for Contractor. not to exceed fifteen percent (15%) of Item (d)	\$	-
(f)	Subtotal	\$	-
(g)	Add Bond and Insurance. not to exceed two percent (2%) of Item (d)	\$	-
(h)	TOTAL	\$	-
	Amount of this COP	\$	4,861.69
(i)	Time (zero unless indicated)	0	Calendar Days

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

Contractor's Signature: _____

Printed Name & Title _____

Date _____

Provide all supporting documentation as required by the Contract Documents

POTENTIAL CHANGE ORDER



Project: SVUSD ROYAL HS MPR PLAZA IMPRS
Project No.: 17230002

Date: 06/23/2023

To: 101 W Cochran
 Simi Valley, California 93065

PCO No.: 021

Attn: David Pegg

Change Event No.: MPR 022

Subject: CE #MPR 022 - DG and Base at Tesla Energy Storage

This proposal serves as a Change Order Request for the above referenced project. Revisions to the scope of work, contract price, and contract time are as described & summarized below, and supported by the attached documentation (as applicable).

Description of Change:

CE #MPR 022 - DG and Base at Tesla Energy Storage

Approx. 400 SF of Stabilized DG at the Tesla Energy Storage.

Per American Landscape Change Order # 5 dated 06/14/2023.

Cost Summary:

No.	Description	Amount
1	DG and Base at Tesla Energy Storage	\$4,593.00
2	BB Fee 3.75%	\$172.24
3	BB Bond 1%	\$45.93
4	BB Insurance 1.1%	\$50.52
TOTAL PROPOSAL AMOUNT		\$4,861.69

If acceptable, please return one fully executed copy of this proposal indicating your acceptance and authorizing work to proceed. This proposal once approved shall be incorporated into a Change Order to the Contract Agreement.

Submitted by:

Balfour Beatty Construction, LLC

Contractor

Accepted by:

Simi Valley Unified School District

Owner

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Title: _____

Date: _____



6/12/2023

COR #05.2

Balfour Beatty

Attn: Jeff Calvet

1501 Quail Street, Suite 130,

Newport Beach, CA 92660

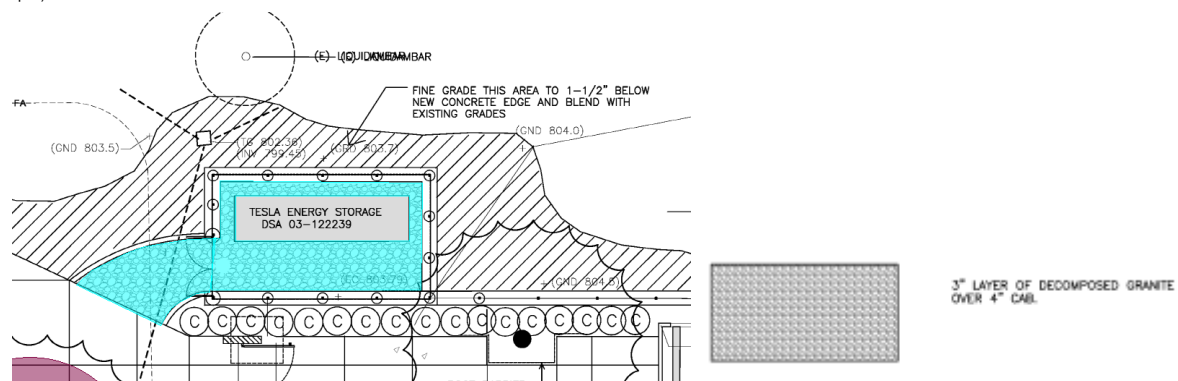
Attention: Jeff Calvet

Subject: Royal HS MPR Plaza – COR #5.2 – DG and base at Tesla Energy Storage

Dear Jeff,

Please, find following the cost for installing DG over base at the Tesla Energy Storage. The COR is inclusive of labor, equipment, and material.

If you would like for American Landscape to proceed with the amended scope, please issue a change order in the amount of \$4,593.00.



Exclusions, inclusions, qualifications, terms, and conditions per contract unless noted below.

- Fine grading is excluded
- Edging is excluded
- Concrete Edge/curb is excluded and it is to be performed by others

Thank you,

Jenny Deneva

Assistant Project Manager

American Landscape Inc.



Royal HS - MPR Plaza

Approx 400 SF of Stabilized DG at the Tesla Energy Storage

COR # 5

Date 6/14/2023

Item	Description	Quantity	Unit	Unit Cost	Extension
1	Materials				
2	2" Main Line	-150	LF	\$ 2.15	\$ (322.50)
3	Fittings	-1	LS	\$ 165.00	\$ (165.00)
4	Stabilized DG	5	TN	\$ 107.00	\$ 535.00
5	Freight	1	LS	\$ 585.00	\$ 585.00
6	Class II base	5	TN	\$ 22.67	\$ 113.35
7	Freight	1	LS	\$ 650.00	\$ 650.00
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18	Tax	7.25%		\$	101.20
19	Total Materials			\$	1,497.05
20					
21	Description	Quantity	Unit	Unit Cost	Extension
22	Equipment				
23	Crew Truck	1	DAY	\$ 145.00	\$ 145.00
24	Skid steer	1	DAY	\$ 450.00	\$ 450.00
25	Compactor	1	DAY	\$ 215.00	\$ 215.00
26					
27	Delivery/Pick Up Fees				
28	Total Equipment			\$	810.00
29					
30	Description	Quantity	Unit	Unit Cost	Extension
31	Labor				
32	Foreman	4	HR	\$ 83.73	\$ 334.92
33	Laborer	20	HR	\$ 67.58	\$ 1,351.60
34					
35	Total Labor			\$	1,686.52
36					
37	Subtotal			\$	3,993.57
38					
39					
40	Mark-Up	15.0%		\$	599.04
	Grand Total			\$	4,593

Certificate Of Completion

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Status: Completed

Subject: Complete with DocuSign: RHS MPR Plaza- Balfour Change Order #1 Revised 08.04.23.pdf

Source Envelope:

Document Pages: 46

Signatures: 6

Certificate Pages: 6

Initials: 1

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Enveloped Stamping: Enabled

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

Envelope Originator:

Bond Contracts

Simi Valley Unified School District

101 West Cochran Street

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

8/4/2023 2:10:00 PM

Holder: Bond Contracts

bondcontracts@simivalleyusd.org

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

Signer Events

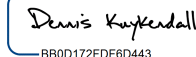
Dennis Kuykendall

DKuykendall@balfourbeattyus.com

Project Executive

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

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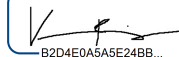
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Vanessa Peltier

vpeltier@architecture4e.com

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David Pegg

david.pegg@simivalleyusd.org

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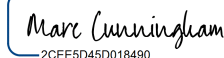
Marc Cunningham

marc.cunningham@simivalleyusd.org

Construction Project Manager

Security Level: Email, Account Authentication
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

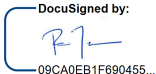
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Ron Todo ron.todo@simivalleyusd.org Associate Superintendent Simi Valley Unified Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 207.157.143.39	Sent: 8/16/2023 3:56:04 PM Viewed: 8/16/2023 3:56:51 PM Signed: 8/16/2023 3:57:17 PM
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Payment Events	Status	Timestamps

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Simi Valley Unified School District:

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

To contact us by email send messages to: sean.goldman@simivalleyusd.org

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

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

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

To request paper copies from Simi Valley Unified School District

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

To withdraw your consent with Simi Valley Unified School District

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



**TITLE: ADOPTION OF RESOLUTION NO. 07-23/24 AUTHORIZING THE
ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS,
ELECTION OF 2016, SERIES D, IN AN AGGREGATE PRINCIPAL
AMOUNT NOT TO EXCEED \$49,000,000 AND APPROVING
RELATED DOCUMENTS AND ACTIONS**

Business & Facilities
Action #1

August 15, 2023
Page 1 of 2

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background:

Background: Measure X was approved by District voters on November 8, 2016, authorizing the District to issue general obligation bonds in an amount up to \$239,000,000. The District has previously issued three series of bonds pursuant to Measure X. The Resolution for consideration begins the process of obtaining the fourth and final phase of financing, with the issuance of Series D Bonds in an amount up to \$49,000,000, to be used for capital projects approved by voters.

The resolution to be considered for adoption authorizes the Series D Bonds to be issued as current interest bonds through a negotiated sale. Items required to be disclosed to the Board relating to the bond structure are included in Appendix B to the Resolution. Approved in their forms in the resolution are the Bond Purchase Agreement, Preliminary Official Statement and Continuing Disclosure Certificate, which is included as a form to the Preliminary Official Statement. These documents are available for review.

(1) Official Statement: The Preliminary Official Statement (the "POS") is the document that will be circulated to potential investors in the bonds. The POS describes to investors the terms of the bonds (principal maturity amounts and dates, interest payment dates), and the security for the bonds (*ad valorem* taxes levied and collected in the District in a sufficient amount to pay debt service coming due in each fiscal year on the bonds), describes the District's tax base, and also presents District financial information to provide an investor with information regarding the District's overall financial health.

The POS must contain all material information regarding the Bonds, and not contain misstatements or omissions. The Resolution delegates authority to the District's staff to make changes to the POS following approval but before the Preliminary Official Statement is printed and distributed to investors.

On a motion # 12 by Trustee Jubran, seconded by Trustee Pine and carried by a vote of 4/0/1, the Board of Education adopted, by a Roll-Call Vote, Resolution No. 07-23/24 authorizing the issuance and sale of General Obligation Bonds, election of 2016, series D, in an aggregate principal amount not to exceed \$49,000,000 and approving related documents and actions.

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

(2) **Bond Purchase Agreement.** This document sets forth all of the terms of the sale of the bonds to the Underwriter. Under the Resolution, this item shall only be signed by a District Representative on the sale date if all legal parameters are met, as confirmed by the District's Bond Counsel and Financial Advisor.

(3) **Continuing Disclosure Certificate.** Under the Resolution, the District covenants to comply with the terms of the Continuing Disclosure Certificate, which is attached to the POS as Appendix E. This imposes annual and significant events filing requirements on the District during the life of the Bonds in order to keep the bond market informed. Continuing disclosure filings are typically administered by a dissemination agent retained by the District to ensure prompt compliance with this obligation. The District has engaged Isom Advisors, a Division of Urban Futures, Inc. to serve as its dissemination agent.

Fiscal Analysis

Issuance and sale of the General Obligation Bonds will provide funding for construction projects under the Measure X bond.

Recommendation

It is recommended the Board of Education adopted Resolution No.07-23/24, authorizing the issuance and sale of General Obligation Bonds, election of 2016, series D, in an aggregate principal amount not to exceed \$49,000,000 and approving related documents and actions.

* * * * *

The foregoing Resolution was adopted by the Board of Education of the Simi Valley Unified School District of Ventura County, being the Board authorized by law to make the designations therein contained by the following vote, on August 15, 2023.


Adopted by the following votes:

AYES: Pine, Lubran, LaBelle + Bagdasaryan

NOES: 0


ABSENT: Smolton

ABSTAIN: 0



President of the Board of Education
Simi Valley Unified School District
Ventura County, California

ATTEST:



Secretary to the Board of Education
Simi Valley Unified School District
Ventura County, California

**BOARD OF EDUCATION
SIMI VALLEY UNIFIED SCHOOL DISTRICT**

RESOLUTION NO. 07-23/24

**AUTHORIZING THE ISSUANCE AND SALE OF
GENERAL OBLIGATION BONDS ELECTION OF 2016, SERIES D,
IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO
EXCEED \$49,000,000 AND APPROVING RELATED
DOCUMENTS AND ACTIONS**

WHEREAS, the Simi Valley Unified School District (the “District”) is a unified school district located within the County of Ventura (the “County”), State of California (the “State”), and is organized and operating pursuant to the Constitution and laws of the State; and

WHEREAS, an election was duly and regularly held in the District on November 8, 2016, in accordance with Section 1(b)(3) of Article XIII A of the California Constitution, for the purpose of submitting Measure X (the “Bond Measure”) to the qualified electors of the District, authorizing the issuance of general obligation bonds in the aggregate principal amount of \$239,000,000, and more than the requisite 55% of votes cast were in favor of the Bond Measure; and

WHEREAS, the abbreviated form of the Bond Measure is:

“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?”; and

WHEREAS, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (“the Bond Law”), general obligation bonds are authorized to be issued by the District for the purposes set forth in the ballot submitted to voters in the Bond Measure; and

WHEREAS, on June 29, 2017, the District issued its \$70,000,000 aggregate principal amount of General Obligation Bonds Election of 2016, Series A, pursuant to the authorization of the Bond Measure and the Bond Law; and

WHEREAS, on June 13, 2019, the District issued its \$60,000,000 aggregate principal amount of General Obligation Bonds Election of 2016, Series B, pursuant to the authorization of the Bond Measure and the Bond Law; and

WHEREAS, on November 3, 2020, the District issued its \$60,000,000 aggregate principal amount of General Obligation Bonds Election of 2016, Series C, pursuant to the authorization of the Bond Measure and the Bond Law; and

WHEREAS, the District wishes at this time to initiate proceedings for the issuance of a fourth series of Bonds pursuant to the authorization of the Bond Measure and the Bond Law, in an aggregate principal amount not to exceed \$49,000,000, to be designated “Simi Valley Unified School District General Obligation Bonds Election of 2016, Series D” (the “Series D Bonds”), as provided in this Resolution for the purpose of providing financing for projects which are authorized under the Bond Measure and the Bond Law; and

WHEREAS, the District intends to sell the Series D Bonds on a negotiated basis directly and on its own behalf in accordance with the Bond Law; and

WHEREAS, the Board wishes at this time to take its action approving the issuance and sale of the Series D Bonds as one or more series of bonds, and documents and actions relating to the Series D Bonds; and

WHEREAS, in accordance with Government Code Section 5852.1, the Board has obtained and disclosed the information set forth in Appendix B hereto;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Simi Valley Unified School District as follows:

ARTICLE I

DEFINITIONS; AUTHORITY

SECTION 1.01. *Definitions.* The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning.

“Authorized Investments” means the County Investment Pool, the Local Agency Investment Fund of the California State Treasurer, any investments authorized pursuant to Sections 53601 and 53635 of the Government Code, and investment agreements, including guaranteed investment contracts, float contracts or other investment products (provided that such agreements comply with the requirements of Section 148 of the Tax Code).

“Board” means the Board of Education of the District.

“Bond Counsel” means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax status of securities issued by public entities.

“Bond Law” means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code, commencing with Section 53506 of said Code, or such other law pursuant to which the Series D Bonds may be issued, as in effect on the date of adoption hereof and as amended hereafter.

“Bond Measure” means Measure X submitted to and approved by more than the requisite 55% of the voters on November 8, 2016, under which the issuance of the Series D Bonds has been authorized.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the District and the Underwriter, under which the Underwriter agrees to purchase the Series D Bonds and pay the purchase price therefor.

“Building Fund” means the fund held by the County Treasurer under Section 3.03.

“Closing Date” means the date upon which there is a delivery of the Series D Bonds in exchange for the amount representing the purchase price of the Series D Bonds by the Underwriter.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate to be executed and delivered by a District Representative on the Closing Date.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Series D Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees and any other cost, charge or fee in connection with the original issuance and sale of the Series D Bonds.

“County” means the County of Ventura, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

“County Treasurer” means the Ventura County Treasurer-Tax Collector, or any authorized deputy thereof.

“Debt Service Fund” means the fund held by the County Treasurer under Section 4.02 of this Resolution.

“Depository” means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

“Depository System Participant” means any participant in the Depository’s book-entry system.

“District” means the Simi Valley Unified School District, a school district organized under the Constitution and laws of the State of California, and any successor thereto.

“District Representative” means the President of the Board, the Secretary to the Board, the Superintendent or the Associate Superintendent of Business and Facilities, of the District, or such officer’s written designee, or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Resolution and the Series D Bonds.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Education Code” means the Education Code of the State of California, as in effect on the Closing Date or as thereafter amended from time to time.

“Federal Securities” means United States Treasury notes, bonds, bills or certificates of indebtedness, or any other obligations the timely payment of which is directly or indirectly guaranteed by the faith and credit of the United States of America.

“Government Code” means the Government Code of the State of California, as in effect on the Closing Date or as thereafter amended from time to time.

“Interest Payment Dates” means February 1 and August 1 in each year during the term of such Series D Bond, commencing on the date set forth in the Bond Purchase Agreement, provided, however, that such dates are subject to modification as provided in the Bond Purchase Agreement.

“Office” means the office or offices of the Paying Agent for the payment of the Series D Bonds and the administration of its duties hereunder. The Paying Agent may designate and re-designate the Office from time to time by written notice filed with the County and the District.

“Outstanding,” when used as of any particular time with reference to Series D Bonds, means all Series D Bonds except: (a) Series D Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Series D Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c) Series D Bonds in lieu of or in substitution for which other Series D Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

“Owner”, whenever used herein with respect to a Series D Bond, means the person in whose name the ownership of such Series D Bond is registered on the Registration Books.

“Paying Agent” means any bank, trust company, national banking association or other entity appointed as paying agent for the Series D Bonds in the manner provided in Article VI of this Resolution, initially U.S. Bank Trust Company, National Association

“Record Date” means the 15th day of the month preceding an Interest Payment Date, whether or not such day is a business day.

“Registration Books” means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Series D Bonds under Section 2.08.

“Resolution” means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

“Securities Depositories” means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a written request of the District delivered to the Paying Agent.

“Series D Bonds” means the not-to-exceed \$49,000,000 aggregate principal amount of Simi Valley Unified School District (Ventura County, California) General Obligation Bonds Election of 2016, Series D, issued and at any time Outstanding under this Resolution.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

“Tax-Exempt Series D Bonds” means the Series D Bonds on which the interest is intended to be excluded from gross income for federal income tax purposes under Section 103 of the Tax Code.

“Underwriter” means Raymond James & Associates, Inc., as original purchaser of the Series D Bonds upon the negotiated sale thereof, as designated pursuant to Section 3.01.

“Written Certificate of the District” means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized by the District and listed on a written request of the District for that purpose.

SECTION 1.02. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 1.03. *Authority for this Resolution; Findings.* This Resolution is entered into under the provisions of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Series D Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Series D Bonds, together with all other indebtedness of the District, will not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

THE SERIES D BONDS

SECTION 2.01. *Authorization.* The Board hereby authorizes the issuance of the Series D Bonds in an aggregate principal amount not to exceed \$49,000,000 under and subject to the terms of Article XIII A, Section 1 paragraph (b) of the California Constitution, the Bond Law and this Resolution, for the purpose of raising funds for the acquisition or improvement of educational facilities in accordance with the Bond Measure, and to pay Costs of Issuance. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Series D Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal thereof and interest and premium, if any, on all Series D Bonds, subject to the covenants, agreements, provisions and conditions herein contained. The Series D Bonds will be issued as current interest bonds and shall be designated the “Simi Valley Unified School District General Obligation Bonds Election of 2016, Series D” with any further designations as may be identified in the Bond Purchase Agreement.

The Series D Bonds shall be issued on a tax-exempt basis; provided, however, if legal considerations require that a portion of the Series D Bonds authorized hereunder be issued as a separate series or maturity on a federally taxable basis, the District Representatives are authorized to make such designations which shall be reflected in the Bond Purchase Agreement.

SECTION 2.02. *Terms of Series D Bonds.*

(a) Terms of Series D Bonds. The Series D Bonds will be issued as fully registered bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Series D Bonds maturing in the year of maturity of the Series D Bond for which the denomination is specified. Series D Bonds will be lettered and numbered as the Paying Agent may prescribe. The Series D Bonds will be dated as of the Closing Date.

Interest on the Series D Bonds is payable semi-annually on each Interest Payment Date. Each Series D Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the first Record Date, in which event it will bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Series D Bond is in default at the time of authentication thereof, such Series D Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Series D Bonds will mature on August 1 (unless otherwise provided in the Bond Purchase Agreement) in the years and in the amounts, and will bear interest at the rates, as determined upon the sale thereof as provided in the Bond Purchase Agreement; *provided, however*, the maximum interest rate per annum and the final maturity date shall not extend beyond the legal limits set forth in the Bond Law. Interest on the Series D Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months. The final maturity of the Series D Bonds shall not exceed the legal limit identified in the Bond Law, and if the final maturity is more than 30 years after the Closing Date, a District Representative is authorized to execute a certification confirming that the useful life of the facilities to be financed with the proceeds of the Series D Bonds which mature more than 30 years after the Closing Date exceeds the final maturity date of said Series D Bonds.

(c) CUSIP Identification Numbers. CUSIP identification numbers will be imprinted on the Series D Bonds, but such numbers do not constitute a part of the contract evidenced by the Series D Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Series D Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Series D Bonds will not constitute an event of default or any violation of the District's contract with such Owners and will not impair the effectiveness of any such notice.

(d) Payment. Interest on the Series D Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof (which will be DTC so long as the Series D Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Series D Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Series D Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of and premium (if any) on the Series D Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent.

(e) Provisions of Bond Purchase Agreement to Control. Notwithstanding the foregoing provisions of this Section and the following provisions of Section 2.03, any of the terms of the Series D Bonds may be established or modified under the Bond Purchase Agreement. In the event of a conflict or inconsistency between this Resolution and the Bond Purchase Agreement relating to the terms of the Series D Bonds, the provisions of the Bond Purchase Agreement will be controlling.

SECTION 2.03. *Redemption of Series D Bonds.*

(a) Optional Redemption Dates and Prices. The Series D Bonds are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from

any available source of funds, on the dates and at the respective redemption prices as set forth in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If the Bond Purchase Agreement specifies that any one or more maturities of the Series D Bonds are term bonds which are subject to mandatory sinking fund redemption, each such maturity of Series D Bonds shall be subject to such mandatory sinking fund redemption on August 1 (unless otherwise provided in this Resolution) in each of the years and in the respective principal amounts as set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If any such term bonds are redeemed under the provisions of the preceding clause (a), the total amount of all future payments under this subsection (b) with respect to such term bonds shall be reduced by the aggregate principal amount of such term bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

(c) Selection of Series D Bonds for Redemption. Whenever less than all of the Outstanding Series D Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Series D Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Series D Bond will be deemed to consist of individual bonds of \$5,000 portions.

(d) Redemption Procedure. The Paying Agent will cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Series D Bonds designated for redemption, at their addresses appearing on the Registration Books. Such notice may be a conditional notice of redemption and subject to rescission as set forth in (e) below. Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Series D Bonds. In addition, the Paying Agent will give notice of redemption by telecopy or certified, registered or overnight mail to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to such mailing to the Series D Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Series D Bonds are to be called for redemption, shall designate the serial numbers of the Series D Bonds to be redeemed by giving the individual number of each Series D Bond or by indicating those Series D Bonds between two stated numbers, both inclusive, or by stating that all of the Series D Bonds of one or more maturities have been called for redemption, and shall require that such Series D Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Series D Bonds will not accrue from and after the redemption date.

Upon surrender of Series D Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Series D Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series D Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and premium, if any) on the Series D Bonds so called for redemption have been duly provided, the Series D Bonds called for redemption will cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will cancel all Series D Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Series D Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Series D Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Series D Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under subsection (d) of this Section.

SECTION 2.04. *Form of Series D Bonds.* The Series D Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon will be substantially in the forms, respectively, as are set forth in Appendix A attached hereto, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution and the Bond Purchase Agreement.

SECTION 2.05. *Execution of Series D Bonds.* The Series D Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Secretary to the Board. Only those Series D Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent is conclusive evidence that the Series D Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

SECTION 2.06. *Transfer of Series D Bonds.* Subject to Section 2.10, any Series D Bond may, in accordance with its terms, be transferred upon the Registration Books by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series D Bond for cancellation at the Office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the

Paying Agent, duly executed. The District may charge a reasonable sum for each new Series D Bond issued upon any transfer.

Whenever any Series D Bond or Bonds is surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Series D Bond or Bonds, for like aggregate principal amount. No transfers of Series D Bonds shall be required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series D Bonds for redemption or (b) with respect to a Series D Bond which has been selected for redemption.

SECTION 2.07. *Exchange of Series D Bonds.* Series D Bonds may be exchanged at the principal Office of the Paying Agent for a like aggregate principal amount of Series D Bonds of authorized denominations and of the same maturity, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. The District may charge a reasonable sum for each new Series D Bond issued upon any exchange (except in the cases of any exchange of temporary Series D Bonds for definitive Series D Bonds). No exchange of Series D Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series D Bonds for redemption or (b) with respect to a Series D Bond after it has been selected for redemption.

SECTION 2.08. *Registration Books.* The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Series D Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Series D Bonds as herein before provided.

SECTION 2.09. *Book-Entry System.* Except as provided below, DTC shall be the Owner of all of the Series D Bonds, and the Series D Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Series D Bonds shall be initially executed and delivered in the form of a single fully registered Series D Bond for each maturity date of the Series D Bonds in the full aggregate principal amount of the Series D Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Series D Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Series D Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Series D Bonds. The District shall cause to be paid all principal and interest with respect to the Series D Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and

interest with respect to the Series D Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Series D Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term “Cede & Co.” in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Series D Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify DTC Participants of the availability through DTC of Series D Bonds. In such event, the District shall issue, transfer and exchange Series D Bonds as requested by DTC and any other owners in appropriate amounts.

DTC may determine to discontinue providing its services with respect to the Series D Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Series D Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Series D Bonds evidencing the Series D Bonds to any Depository System Participant having Series D Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series D Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series D Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Series D Bond and all notices with respect to such Series D Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Series D Bonds.

Section 2.10. *Transfer Under Book-Entry System: Discontinuation of Book-Entry System.* Registered ownership of the Series D Bonds, or any portion thereof, may not be transferred except as follows:

(i) To any successor of Cede & Co., as nominee of DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this section (a “substitute depository”); *provided that* any successor of Cede & Co., as nominee of DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District or the County, upon (1) the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the County (upon consultation with the District) to substitute another depository for DTC (or its successor) because DTC or its successor (or any substitute depository or its successor) is no longer able to carry out

its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person upon (1) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the District to remove DTC or its successor (or any substitute depository or its successor) from its functions as depository.

ARTICLE III

SALE OF SERIES D BONDS; APPLICATION OF PROCEEDS

SECTION 3.01. Sale of Series D Bonds; Approval of Sale Documents.

(a) Negotiated Sale of Series D Bonds. Pursuant to Section 53508.7 of the Bond Law, the Board hereby authorizes the negotiated sale of the Series D Bonds to the Underwriter. The Series D Bonds shall be sold pursuant to the Bond Purchase Agreement in substantially the form on file with the Clerk of the Board with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery by a District Representative of the Bond Purchase Agreement, provided that the Bond Purchase Agreement shall contain the following terms:

- (i) the Series D Bonds shall bear a rate of interest of not to exceed 8% per annum and the final maturity shall not exceed the limits contained in the Bond Law;
- (ii) the Series D Bonds shall have a ratio of total debt service to principal of not to exceed four to one; and
- (iii) the Underwriter's discount shall not exceed 0.295% of the principal amount of the Series D Bonds.

The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District.

In accordance with Section 53508.7 of the Bond Law, the Board has determined to sell the Series D Bonds at negotiated sale for the following reasons: (a) a negotiated sale provides more flexibility to choose the time and date of the sale which is often advantageous in the municipal bond market; (b) the involvement of the Underwriter in preparing documents, rating agency presentations and structuring bonds generally enhances the quality and results of the bond offering; (c) a negotiated sale will permit the time schedule for the issuance and sale of the Series D Bonds to be expedited, if necessary; (d) a negotiated sale provides the District access to the Underwriter's trading desk for providing estimates of the cost of various bond structures (yields, discounts, premiums and maturities) for the purpose of evaluating alternative potential bond structures with the goal of producing the best match between District objectives and investor acceptance and

demand; and (e) a negotiated sale provides time for the Underwriter to educate potential investors about the District and the Series D Bonds with the goal of maximizing investor orders and reducing interest cost on the day of bond pricing.

As required pursuant to Section 53509.5 of the Bond Law, after the sale of the Series D Bonds, the Board will present actual cost information of the sale at its next scheduled public meeting.

(b) Official Statement. The Board hereby approves, and hereby deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Series D Bonds in substantially the form on file with the Clerk of the Board. A District Representative is hereby authorized to execute an appropriate certificate stating the Board's determination that the Preliminary Official Statement has been deemed final within the meaning of such Rule. A District Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by a District Representative shall be conclusive evidence of his or her approval of any such changes and additions. The Board hereby authorizes the distribution of the Official Statement by the Underwriter. The final Official Statement shall be executed in the name and on behalf of the District by a District Representative.

(c) Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series D Bonds, including but not limited to the execution and delivery of a document with respect to the engagement of the Paying Agent appointed hereby, and an agreement facilitating the payment of Costs of Issuance. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

SECTION 3.02. *Application of Proceeds of Sale of Series D Bonds.* The proceeds of the Series D Bonds shall be paid to the County Treasurer on the Closing Date, and shall be applied by the County Treasurer as follows:

- (a) The portion of the proceeds representing the premium (if any) received by the County Treasurer on the sale of the Series D Bonds will be deposited in the Debt Service Fund established pursuant to Section 4.02.
- (b) All remaining proceeds received by the County Treasurer from the sale of the Series D Bonds will be deposited in the Building Fund established pursuant to Section 3.03.

At the option of the District, a portion of the proceeds of the Series D Bonds to be used by the District to pay Costs of Issuance may be deposited with a fiscal agent selected by the District, as provided in Section 15146(h) of the Education Code, in order to facilitate the payment of Costs of Issuance. A District Representative is authorized to enter into an agreement with such fiscal agent to facilitate such payment. In addition, the Bond Purchase Agreement may provide that the Underwriter is obligated to pay certain Costs of Issuance and a District Representative is authorized to review and consent to a schedule of such costs.

SECTION 3.03. *Building Fund.* The proceeds from the sale of the Series D Bonds, to the extent of the principal amount thereof, will be paid to the County Treasurer to the credit of the Fund hereby created and established, and known as the “Simi Valley Unified School District Election of 2016, Series D Building Fund” (the “Building Fund”), which will be accounted for as separate and distinct from all other District funds. The proceeds will be used solely for the purposes for which the Series D Bonds are being issued, including for the payment of permissible costs of issuance. All interest and other gain arising from the investment of proceeds of the Series D Bonds shall be retained in the Building Fund and used for the purposes thereof, will be withdrawn from the Building Fund and transferred to the Debt Service Fund established for the Series D Bonds, to be applied to pay the principal of and interest on the Series D Bonds.

If excess amounts remain on deposit in the Debt Service Fund after payment in full of the Series D Bonds, any such excess amounts shall be transferred to the general fund of the District, to be applied for the purposes for which the Series D Bonds have been authorized or otherwise in accordance with the Bond Law.

SECTION 3.04. *Estimated Financing Costs.* The firm of Jones Hall, A Professional Law Corporation, has previously been engaged to act as the District’s bond counsel and disclosure counsel, and the firm of Isom Advisors, a Division of Urban Futures, Inc., has previously been engaged to act as the District’s municipal advisor, in connection with the issuance and sale of the Series D Bonds. The estimated costs of issuance associated with the bond sale are \$210,000, which include bond counsel and disclosure counsel fees, costs of printing the Official Statement, municipal advisor fees, rating agency fees, and paying agent fees, but which do not include underwriting fees and the cost of municipal bond insurance, if obtained.

ARTICLE IV

SECURITY FOR THE SERIES D BONDS; DEBT SERVICE FUND

SECTION 4.01. *Security for the Series D Bonds.* The Series D Bonds are general obligations of the District. The Board has the power to direct the County to levy *ad valorem* taxes upon all property within the District that is subject to taxation by the District, without limitation as to rate or amount, for the payment of the Series D Bonds and the interest and redemption premium (if any) thereon. The District hereby formally directs the County to

levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Series D Bonds are Outstanding in an amount not less than sufficient to pay the principal of and interest on the Series D Bonds when due, including the principal of any Series D Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and placed in the Debt Service Fund. Additionally, the County is directed to include in the tax levy the expense of paying the Series D Bonds elsewhere than at the office of the County Treasurer.

The principal of and interest and redemption premium (if any) on Series D Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Series D Bonds. In no event are the principal of and interest and redemption premium (if any) on Series D Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Series D Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code.

The District hereby pledges all revenues from the property taxes collected from the levy by the County for the payment of the Series D Bonds and the amounts in the Debt Service Fund (the "Pledged Revenues") to the payment of the principal of and interest on the Series D Bonds. It is the intention of the District that (i) for purposes of 11 U.S.C. §902(2)(E), the Pledged Revenues constitute "taxes specifically levied to finance one or more projects or systems" of the District and are not "general property, sales or income taxes . . . levied to finance the general purposes of" the District, and (ii) the pledge of the Pledged Revenues constitutes a pledge of "special revenues" for purposes of 11 U.S.C. §§901 et seq., and that a petition filed by the District under 11 U.S.C. §§901 et seq., will not operate as a stay under 11 U.S.C. §362 of the application of such Pledged Revenues to payment when due of principal of and interest on the Series D Bonds. The District will not take any action inconsistent with its agreement and statement of intention hereunder and will not deny that the pledge of the Pledged Revenues constitutes a pledge of special revenues for purposes of 11 U.S.C. §§901 et seq.

SECTION 4.02. *Establishment of Debt Service Fund.* The District hereby directs the County Treasurer to hold a fund designated as the "Simi Valley Unified School District Election of 2016, Series D Debt Service Fund", which the District hereby designates as separate and distinct from all other funds of the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest and premium (if any) on the Series D Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy.

The Debt Service Fund is hereby pledged for the payment of the principal of and interest on the Series D Bonds when and as the same become due, including the principal of any term Series D Bonds required to be paid upon the mandatory sinking fund redemption thereof. Amounts in the Debt Service Fund shall be transferred by the County

Treasurer to the Paying Agent to the extent required to pay the principal of and interest and redemption premium (if any) on the Series D Bonds when due. In addition, amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code.

SECTION 4.03. *Disbursements from Debt Service Fund.* The County shall hold the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County Treasurer shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Series D Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Series D Bonds. DTC will thereupon make payments of principal and interest on the Series D Bonds to DTC Participants, who will thereupon make payments of principal and interest to the beneficial owners of the Series D Bonds. Any moneys remaining in the Debt Service Fund after the Series D Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District, as provided in Section 15234 of the Education Code.

SECTION 4.04. *Investments.* All moneys held in any of the funds or accounts established with the County hereunder will be invested in Authorized Investments in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account will be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder will be deposited in the fund or account from which such investment was made, and will be expended for the purposes thereof.

The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Series D Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

SECTION 5.01. *Punctual Payment.* The Board hereby directs the County to levy *ad valorem* taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Series D Bonds, in conformity with the terms of the Series D Bonds and of this Resolution. Nothing herein contained shall prevent the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

SECTION 5.02. *Books and Accounts; Financial Statements.* The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Series D Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Series D Bonds then Outstanding, or their representatives authorized in writing.

SECTION 5.03. *Protection of Security and Rights of Series D Bond Owners.* The District will preserve and protect the security of the Series D Bonds and the rights of the Series D Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Series D Bonds by the District, the Series D Bonds shall be incontestable by the District.

SECTION 5.04. *Tax Covenants.*

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Tax-Exempt Series D Bonds are not so used as to cause the Tax-Exempt Series D Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Tax-Exempt Series D Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Tax-Exempt Series D Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Tax-Exempt Series D Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Tax-Exempt Series D Bonds from the

gross income of the Owners of the Tax-Exempt Series D Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Series D Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Series D Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Series D Bonds, records of the determinations made under this subsection (e). In order to provide for the administration of this subsection (e), the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District may deem appropriate.

SECTION 5.05. *Continuing Disclosure.* The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Series D Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Series D Bonds may take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

SECTION 5.06. *CDIAC Annual Reporting.* The District hereby covenants and agrees that it will comply with the provisions of Government Code Section 8855 subdivision (k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting does not constitute a default by the District hereunder or under the Series D Bonds.

SECTION 5.07. *Further Assurances.* The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Series D Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

SECTION 6.01. *Appointment of Paying Agent.* U.S. Bank Trust Company, National Association is hereby appointed to act as the initial Paying Agent for the Series D Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Series D Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Series D Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by the District by executing and delivering to the District a certificate or agreement to that effect.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto and, if not the County Treasurer, such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Series D Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Any bank, national association, federal savings association, or trust company into which the Paying Agent may be merged or converted or with which it may be consolidated or any bank, national association, federal savings association, or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national association, federal savings association, or trust company to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such bank, federal savings association, or trust company shall be eligible as described in this Section 6.01 shall be the successor to such Paying Agent, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

SECTION 6.02. *Paying Agent May Hold Series D Bonds.* The Paying Agent may become the owner of any of the Series D Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

SECTION 6.03. *Liability of Agents.* The recitals of facts, covenants and agreements herein and in the Series D Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Series D Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer of its corporate trust department in the absence of the negligence of the Paying Agent.

No provision of this Resolution shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

SECTION 6.04. *Notice to Paying Agent.* The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

SECTION 6.05. *Compensation; Indemnification.* The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF SERIES D BOND OWNERS

SECTION 7.01. *Remedies of Series D Bond Owners.* Any Series D Bond Owner has the right, for the equal benefit and protection of all Series D Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series D Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Series D Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Series D Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

SECTION 7.02. *Remedies Not Exclusive.* No remedy herein conferred upon the Owners of Series D Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Series D Bond Owners.

SECTION 7.03. *Non-Waiver.* Nothing in this Article VII or in any other provision of this Resolution or in the Series D Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Series D Bonds to the respective Owners of the Series D Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is

also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Series D Bonds.

A waiver of any default by any Series D Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Series D Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Series D Bond Owners by this Article VII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Series D Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Series D Bond Owners, the District and the Series D Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

SECTION 8.01. *Amendments Effective Without Consent of the Owners.* The Board may amend this Resolution from time to time, without the consent of the Owners of the Series D Bonds, for any one or more of the following purposes:

- (a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) To confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) To cure any ambiguity, supply any omission, substitute any party, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Series D Bond Owners in the opinion of Bond Counsel filed with the District; or
- (d) To make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Series D Bonds.

SECTION 8.02. *Amendments Effective With Consent of the Owners.* The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Series D Bonds Outstanding at the time such consent is given. Without the consent of all the Owners of such Series D Bonds, no such modification or amendment shall permit (a) a change in the terms of maturity of the principal of any Outstanding Series D Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Series D Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in any of the provisions in Section 7.01 or (d) a reduction in the amount of moneys pledged for the repayment of the Series D Bonds, and no right or obligation of any Paying Agent may be changed or modified without its written consent.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. *Benefits of Resolution Limited to Parties.* Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent or the Owners of the Series D Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Series D Bonds.

SECTION 9.02. *Defeasance of Series D Bonds.*

(a) Discharge of Resolution. Any or all of the Series D Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Series D Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Series D Bonds; or
- (iii) by delivering such Series D Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Series D Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Series D Bonds have not been surrendered for

payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Series D Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Series D Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Series D Bond (whether upon or prior to its maturity or the redemption date of such Series D Bond), provided that, if such Series D Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Series D Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Series D Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Series D Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Series D Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent, or an escrow agent selected by the District, money or securities in the necessary amount to pay or redeem any Series D Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Series D Bonds and all unpaid interest thereon to maturity, except that, in the case of Series D Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Series D Bonds and all unpaid interest thereon to the redemption date; or

- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Series D Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Series D Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.
- (iii) Such amounts of money and investments in escrow or trust shall be in an amount which is certified by a certified public accountant to be sufficient to meet the requirements of Government Code Section 53558.

(d) Payment of Series D Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal or redemption price of, or interest on, any Series D Bonds and remaining unclaimed for two years after the principal of all of the Series D Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Series D Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Series D Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Series D Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof. Thereafter, the District shall remain liable to the Owners for payment of any amounts due on the Series D Bonds, which amounts shall be deemed to be paid by the District from moneys remitted to it by the Paying Agent under this subsection (d).

SECTION 9.03. *Execution of Documents and Proof of Ownership by Series D Bond Owners.* Any request, declaration or other instrument which this Resolution may require or permit to be executed by Series D Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Series D Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Series D Bond Owner or his attorney of such request, declaration or other

instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Series D Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Series D Bond shall bind all future Owners of such Series D Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

SECTION 9.04. *Waiver of Personal Liability.* No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Series D Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 9.05. *Limited Duties of County; Indemnification.* The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution and in applicable provisions of the Bond Law and the Education Code, and even during the continuance of an event of default with respect to the Series D Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

SECTION 9.06. *Destruction of Canceled Series D Bonds.* Whenever in this Resolution provision is made for the surrender to the District of any Series D Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Series D Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Series D Bonds therein referred to.

SECTION 9.07. *Partial Invalidity.* If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District

hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series D Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the Superintendent of the District in trust for the benefit of the Series D Bond Owners.

SECTION 9.08. *Effective Date of Resolution.* This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

The foregoing Resolution was adopted by the Board of Education of the Simi Valley Unified School District of Ventura County, being the Board authorized by law to make the designations therein contained by the following vote, on August 15, 2023.

Adopted by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

President of the Board of Education
Simi Valley Unified School District
Ventura County, California

ATTEST:

Secretary to the Board of Education
Simi Valley Unified School District
Ventura County, California

[INCLUDED IN FORM ONLY – NOT FOR EXECUTION]

APPENDIX A

FORM OF SERIES D BOND

REGISTERED BOND NO. _____ *****\$** _____ *******

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
(Ventura County, California)
GENERAL OBLIGATION BONDS
ELECTION OF 2016, SERIES D**

INTEREST RATE

PER ANNUM:

**MATURITY
DATE:**

DATED DATE:

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT: * _____ DOLLARS*****

The Simi Valley Unified School District (the “District”), located in the County of Ventura (the “County”), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the principal amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the principal amount is paid or provided for, at the interest rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing _____ (the “Interest Payment Dates”).

This Bond is one of a duly authorized issue of Bonds of the District designated as “Simi Valley Unified School District (Ventura County, California) General Obligation Bonds Election of 2016, Series D” (the “Bonds”), in an aggregate principal amount of \$ _____, all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California (the “Bond Law”), and under a resolution of the Board of Education of the District adopted on August 15, 2023 (the “Bond Resolution”), authorizing the issuance of the Bonds. The issuance of the Bonds has been authorized by the requisite 55% vote of the electors of the District cast at a bond election held on November 8, 2016, upon the question of issuing bonds in the amount of \$239,000,000.

This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before _____ 15, 20__, in which event it shall bear interest from the Dated Date referred to above. Principal hereof is payable at the corporate trust office of the paying agent for the Bonds (the “Paying Agent”), initially being U.S. Bank Trust Company, National Association.

Interest hereon (including the final interest payment upon maturity) is payable by check or draft of the Paying Agent mailed by first-class mail to the Owner at the Owner’s address as it appears on the registration books maintained by the Paying Agent as of the close of business on the 15th day of the month next preceding such Interest Payment Date (the “Record Date”), or at such other address as the Owner may have filed with the Paying Agent for that purpose.

The Bonds are being issued in the form of current interest bonds in the aggregate principal amount of \$_____ subject to the terms and conditions of the Bond Resolution. All capitalized terms herein and not otherwise defined have the meaning given them in the Bond Resolution. Reference is hereby made to the Bond Resolution (copies of which are on file at the office of the Paying Agent) and the Bond Law for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Bond Resolution the Owner of this Bond, by acceptance hereof, assents and agrees.

The principal of and interest and redemption premium, if any, on this Bond does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest and redemption premium, if any, on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of \$5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving

payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, at the option of the District, from any available source of funds, on August 1, 20__ and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed, together with interest thereon to the date fixed for redemption, without premium.

[*If applicable:*] The Bonds maturing on August 1, 20__ (the “Term Bonds”) are also subject to mandatory sinking fund redemption on or before August 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however*, that if some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph shall be reduced on a pro rata basis in integral multiples of \$5,000, or on such other basis as designated pursuant to written notice filed by the District with the Paying Agent.

Sinking Fund
Redemption Date
(August 1)

Principal
Amount To Be
Redeemed

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, the redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue and be payable. Such notice may be conditional and subject to rescission as described in the Bond Resolution.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior

to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th calendar day next preceding either any Interest Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall be not be valid or obligatory for any purpose and is not entitled to any security or benefit under the Bond Resolution (described on the reverse hereof) until the Certificate of Authentication below has been manually signed by the Paying Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Bond.

IN WITNESS WHEREOF, the Simi Valley Unified School District has caused this Bond to be executed by the facsimile signature of its President and attested by the facsimile signature of the Secretary of its Board of Education, all as of the date stated above.

**SIMI VALLEY UNIFIED SCHOOL
DISTRICT**

By *NOT FOR EXECUTION*
President of the Board

Attest:

 NOT FOR EXECUTION
Secretary to the Board

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Bond Resolution.

Authentication Date:

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,**
as Paying Agent

Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____
_____, attorney, to transfer the same on the registration books of the Bond
Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed
by a an eligible guarantor institution.

Note: The signature(s) on this Assignment
must correspond with the name(s) as
written on the face of the within Bond in
every particular without alteration or
enlargement or any change whatsoever.

APPENDIX B

GOVERNMENT CODE SECTION 5852.1 DISCLOSURE

The following information consists of estimates that have been provided to the District by the underwriter and financial advisor in good faith:

1. TIC: True Interest Cost of the Series D Bonds: 4.875897%.
2. Costs: Finance charge of the Series D Bonds, being the sum of all fees and charges paid to third parties in the amount of approximately \$354,550, which consists of Underwriter's discount in the estimated amount of \$144,550, plus other costs of issuing the Series D Bonds in the estimated amount of \$210,000.
3. Building Fund Deposit: Proceeds of the Series D Bonds expected to be received by the District, net of proceeds for Costs of Issuance in (2) above to paid and capitalized interest charged to the principal amount of the Series D Bonds: \$48,790,000.
4. Repayment: Total Payment Amount for the Series D Bonds, being the sum of all debt service to be paid on the Series D Bonds to final maturity: \$118,974,422.

**All amounts and percentages are estimates and are made in good faith by the District based on information available as of the date of adoption of this Resolution. Estimates assume a par amount of \$49,000,000 and include certain assumptions regarding interest rates available in the bond market at the time of pricing the Series D Bonds.*