

**SimiValleySchools**

**SIMI VALLEY UNIFIED SCHOOL DISTRICT**

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



**TITLE: APPROVAL OF AMENDMENT 2 TO AGREEMENT NO. R22-01790 SIMI VALLEY UNIFIED SCHOOL DISTRICT AND JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC. FOR THE QUAD PROJECTS AT SIMI VALLEY HIGH SCHOOL**

Business & Facilities  
Consent #10

September 12, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

On March 21, 2017 the Board of Education approved the list of selected firms for on-call landscape architect services for the Measure X Bond Program. The firm of Jordan, Gilbert & Bain (JGB) Landscape Architects, Inc. is on the approved list, A17.424.

Improvements to the quad and student pathways at Simi Valley High School are needed. Jordan, Gilbert & Bain Landscape Architects, Inc. provided the landscape architect services for the preparation of design studies for the improvements. JGB will provide the Design Development through Closeout services for the Quad improvements to the quad areas at Simi Valley High School. The firm of Jordan, Gilbert & Bain is on the approved list of landscape architects.

The District is installing a food kiosk in between the Gym and the Main Quad area. The kiosk requires four (4) dedicated lines of power and a revision of the landscape around it. The landscape architect, Jordan, Gilbert & Bain Landscape Architects, Inc. provided the design documents for this work.

**Fiscal Analysis**

\$217,912.00 Original Contract  
\$ 19,450.32 4% Reimbursable  
\$237,362.32 Total Contract including a 4% reimbursable  
\$ 10,712.00 Amendment #1  
\$ 2,920.00 Amendment #2  
\$250,994.32 Total Revised Contract, funded by Measure X

**Recommendation**

It is recommended that the Board of Education approve Amendment 2 to Agreement R22-01790 for landscape architectural services, for the Quad Projects at Simi Valley HS.

On motion # 24 by Trustee LaBelle, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Amendment #2 to Agreement R22-01790 for landscape architectural services for Quad Projects at Simi Valley High School.

Ayes: Pine Noes: 0 Absent: 0 Abstained: 0

Smolton  
Subram  
LaBelle  
Bangdasayan



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

## AMENDMENT

Project Name:	Quad Project	Amendment #:	2
Site:	Simi Valley High School	Board Date:	12-Sep-23
To (Architect):	Jordan, Gilbert & Bain Landscape Architects	Bid #:	
Address:	459 North Ventruea Avenue Ventura, CA 93065	Requisition #:	R22-01790
		P.O. #:	

### THE CONTRACT IS CHANGED AS FOLLOWS:

District requested additional scope of work:

The District is installing a food kiosk in between the Gym and the Main Quad area. The kiosk requires 4 dedicated lines of power and a revision of the landscape around it. The landscape architect, Jordan, Gilbert & Bain Landscape Architects, Inc. provided the design documents for this work.

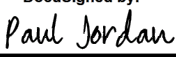
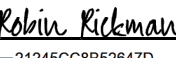
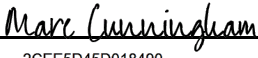
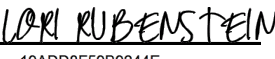


101 W. Cochran Street, Simi Valley, CA 93065  
805.306.4500 ext. 4461

Adjustment to Contract Amount		Adjustment to Contract Schedule	
Original Contract Amount:	\$ 237,362.32	Original Contract Duration:	N/A
Total Prior Change Orders:	\$ 10,712.00	Original Completion Date:	November 18, 2022
Contract Sum Prior to this Change Order:	\$ 248,074.32	Total Approved Time Extension to Date:	December 15, 2023
Amount of this Change Order:	\$ 2,920.00	Adjustment per this Change Order:	
Revised Contract Amount:	\$ 250,994.32	New Completion Date:	December 15, 2023

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

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

N/A Contractor	Signature [SimiPCC20118]	Date
Paul Jordan Architect	DocuSigned by:  Signature A629F84717124EC...	8/8/2023 Date
Robin Rickman Project Coordinator	DocuSigned by:  Signature 21245CC8B52647D...	8/9/2023 Date
MARC CUNNINGHAM Construction Project Manager	DocuSigned by:  Signature 2CEE5D45D018490...	8/10/2023 Date
LORI RUBENSTEIN Bond Program Manager	DocuSigned by:  Signature 19ADD8F59B9244E...	8/10/2023 Date
RON TODO Associate Superintendent, Business & Facilities	DocuSigned by:  Signature 09CA0EB1F690455...	8/10/2023 Date



**REQUEST FOR ADDITIONAL SERVICES #2 – JULY 24, 2023**

**PROJECT:** SIMI VALLEY HIGH SCHOOL – AGREEMENT NO. R22-01790  
**LANDSCAPE IMPROVEMENTS & QUAD AREA**  
**SIMI VALLEY, CALIFORNIA**

**LANDSCAPE ARCHITECT:** JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC.  
**459 NORTH VENTURA AVENUE**  
**VENTURA, CALIFORNIA 93001**

**CLIENT:** SIMI VALLEY UNIFIED SCHOOL DISTRICT  
**101 WEST COCHRAN STREET**  
**SIMI VALLEY, CALIFORNIA 93065**

**ATTENTION:** LORI RUBENSTEIN

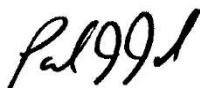
This Request authorizes the Landscape Architect to provide the following additional services:

1. Electrical Plans for the Lunch Kiosk

ELECTRICAL ENGINEER FEE .....	\$ 2,280.00
LANDSCAPE ARCHITECT FEE .....	\$ 640.00
TOTAL ADDITIONAL FEE .....	\$ 2,920.00

**ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME**

**BY:**



**DATE** July 24, 2023

**PAUL J. JORDAN**  
**LANDSCAPE ARCHITECT #1443**

## Certificate Of Completion

Envelope Id: F00B14BFDAD945BF91CAC46D2DF590D3

Status: Completed

Subject: Complete with DocuSign: SVHS Main Quad - JGB Amendment 2 - Food Kiosk.pdf

Source Envelope:

Document Pages: 3

Signatures: 5

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Enveloped Stamping: Enabled

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

Envelope Originator:

Bond Contracts

Simi Valley Unified School District

101 West Cochran Street

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

## Record Tracking

Status: Original

8/8/2023 3:07:20 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

Paul Jordan

paul@jordan-gilbert.com

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:



A629F84717124EC...

## Timestamp

Sent: 8/8/2023 3:12:54 PM

Viewed: 8/8/2023 5:29:11 PM

Signed: 8/8/2023 5:29:21 PM

Signature Adoption: Pre-selected Style

Using IP Address: 71.95.164.182

## Electronic Record and Signature Disclosure:

Accepted: 8/8/2023 5:29:11 PM

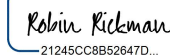
ID: 110e87b4-c673-4586-a51d-0ea3384dd4e6

Robin Rickman

robin.rickman@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



21245CC8B52647D...

Sent: 8/8/2023 5:29:23 PM

Viewed: 8/9/2023 3:34:49 PM

Signed: 8/9/2023 3:35:17 PM

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

## Electronic Record and Signature Disclosure:

Accepted: 8/9/2023 3:34:49 PM

ID: e070540d-c569-4a03-aea1-d2203c09c513

Marc Cunningham

marc.cunningham@simivalleyusd.org

Construction Project Manager

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



2CEE5D45D018490...

Sent: 8/9/2023 3:35:18 PM

Viewed: 8/10/2023 9:05:39 AM

Signed: 8/10/2023 9:06:32 AM

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.40

## Electronic Record and Signature Disclosure:

Accepted: 8/10/2023 9:05:39 AM

ID: 28c1c597-dd00-49b0-bb00-2e73a29e0e05

LORI RUBENSTEIN

lori.rubenstein@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



10ADD8F50B0244E...

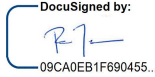
Sent: 8/10/2023 9:06:33 AM

Viewed: 8/10/2023 9:15:19 AM

Signed: 8/10/2023 9:15:28 AM

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.41

Signer Events	Signature	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Accepted: 8/10/2023 9:15:19 AM ID: 1534f83b-d4cd-41de-b059-4876013bdc5		
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: 8/10/2023 9:15:29 AM Viewed: 8/10/2023 2:59:42 PM Signed: 8/10/2023 2:59:58 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 8/10/2023 2:59:42 PM ID: a60e7fe3-7800-4302-8a15-b8ff5ab07a6a		
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	8/8/2023 3:12:55 PM
Certified Delivered	Security Checked	8/10/2023 2:59:42 PM
Signing Complete	Security Checked	8/10/2023 2:59:58 PM
Completed	Security Checked	8/10/2023 2:59:58 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Required hardware and software**

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

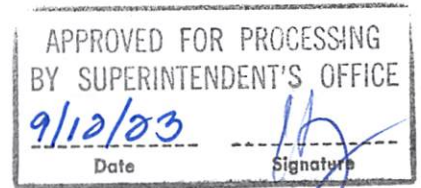
### **Acknowledging your access and consent to receive and sign documents electronically**

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

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

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





**TITLE: RATIFICATION APPROVAL OF AMENDMENT #1 TO AGREEMENT NO. R22-01759 SIMI VALLEY UNIFIED SCHOOL DISTRICT AND JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC. FOR THE QUAD PROJECTS AT ROYAL HIGH SCHOOL**

Business & Facilities  
Consent #11

September 12, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

### **Background Information**

On March 21, 2017 the Board of Education approved the list of selected firms for on-call landscape architect services for the Measure X Bond Program. The firm of Jordan, Gilbert & Bain (JGB) Landscape Architects, Inc. is on the approved list, A17.424.

JGB is providing the Design Development through Closeout services for the Quad improvements to four (4) of the quad areas at Royal High School.

The District is installing a food kiosk in between the Gym and the Main Quad area. The kiosk requires four (4) dedicated lines of power and a revision of the landscape around it. The landscape architect, Jordan, Gilbert & Bain Landscape Architects, Inc. provided the design documents for this work.

### **Fiscal Analysis**

\$237,362.32 Original Contract, including a 4% reimbursable  
\$ 2,956.00 Amendment #1  
\$ 2,305.00 Amendment #2  
\$242,623.32 Total Revised Fee, funded by Measure X.

### **Recommendation**

This item is presented for Board of Education ratification.

On motion # 24 by Trustee LaBelle, seconded by Trustee Pine  
and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved  
Amendment #2 to Agreement R22-01759 for landscape architectural services for Quad Projects at  
Royal High School.

Ayes: Pine  
Smollon Noes: 0 Absent: 0 Abstained: 0  
Jubran  
LaBelle  
Bagdasyan



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

## AMENDMENT

Project Name:	East and West Quad Project	Amendment #:	1
Site:	Royal High School	Board Date:	12-Sep-23
To (Architect):	Jordan, Gilbert and Bain Landscape Architects (JGB)	Bid #:	
Address:	459 North Ventura Avenue Ventura, CA 93001	Requisition #:	R22-01759
		P.O. #:	

### THE CONTRACT IS CHANGED AS FOLLOWS:

District requested additional scope of work:

The District is installing a food kiosk in between the Gym and the Main Quad area. The kiosk requires 4 dedicated lines of power and a revision of the landscape around it. The landscape architect, Jordan, Gilbert & Bain Landscape Architects, Inc. provided the design documents for this work.



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

Adjustment to Contract Amount		Adjustment to Contract Schedule	
Original Contract Amount:	\$ 237,362.32	Original Contract Duration:	N/A
Total Prior Change Orders:	\$ 2,956.00	Original Completion Date:	
Contract Sum Prior to this Change Order:	\$ 240,318.32	Total Approved Time Extension to Date:	January 15, 2023
Amount of this Change Order:	\$ 2,305.00	Adjustment per this Change Order:	N/A
Revised Contract Amount:	\$ 242,623.32	New Completion Date:	October 15, 2023

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

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

N/A Contractor	Signature [SimiPCC20118]	Date
PAUL JORDAN Landscape Architect Jordan Gilbert Bain	DocuSigned by: <i>Paul Jordan</i> Signature A629F84717124EC...	8/8/2023 Date
JIM MCGREGOR Project Coordinator	DocuSigned by: <i>[Signature]</i> Signature C1C1879B1A4B495...	8/8/2023 Date
MARC CUNNINGHAM Construction Project Manager	DocuSigned by: <i>Marc Cunningham</i> Signature 2CEE5D45D018490...	8/9/2023 Date
LORI RUBENSTEIN Bond Program Manager	DocuSigned by: <i>LORI RUBENSTEIN</i> Signature 19ADD8F59B9244E...	8/9/2023 Date
RON TODO Associate Superintendent, Business & Facilities	DocuSigned by: <i>[Signature]</i> Signature 09CA0EB1F690455...	8/9/2023 Date

**REQUEST FOR ADDITIONAL SERVICES #2 – JULY 19, 2023**

**PROJECT:** ROYAL HIGH SCHOOL – P.O. 22-01781  
LANDSCAPE IMPROVEMENTS & QUAD AREA  
SIMI, CALIFORNIA

**LANDSCAPE ARCHITECT:** JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC.  
459 NORTH VENTURA AVENUE  
VENTURA, CALIFORNIA 93001

**CLIENT:** SIMI VALLEY UNIFIED SCHOOL DISTRICT  
101 WEST COCHRAN STREET  
SIMI VALLEY, CALIFORNIA 93065

**ATTENTION:** LORI RUBENSTEIN

This Request authorizes the Landscape Architect to provide the following additional services:

1. Revise plans to accommodate the lunch kiosk
  - a. Revise staking plan and attend site meeting with kiosk company  
LA Fee.....\$ 960.00
  - b. Electrical engineer fee.....\$1,345.00

**TOTAL ADDITIONAL SERVICE...\$2,305.00**

**ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME**

**BY:**



PAUL J. JORDAN  
LANDSCAPE ARCHITECT #1443

**DATE** July 19, 2023



Date: 7/17/2023

Invoice Number: 21389G

Project Manager: Kenneth W. Lucci, P.E.

Lucci & Associates, Inc. Job Number: 21-389-00

Company: Jordan Gilbert & Bain  
Landscape Architects, Inc.  
459 North Ventura Avenue  
Ventura, CA 93001

PROFESSIONAL ENGINEERING SERVICES

Project: Royal High School, Simi Valley - Power for Lunch Kiosk

Subject: Additional Services

Period Covered: 03/15/23 - 04/15/23

CLASSIFICATION	HOURS/QTY	RATE	AMOUNT
Electrical Engineering services - added receptacle power to new Lunch Kiosk:			
Principal, KWL	4	205.00	820.00
Sr. Drafter	5	105.00	525.00
Subtotal for Services:			1,345.00

TOTAL THIS INVOICE: **\$1,345.00**

Terms: Invoices are payable within 10 days of receipt of invoice. Payments not received within 30 days of invoice date shall be subject to 1-1/2% per month interest on the unpaid balance. After three months, delinquent accounts will be referred to our attorney for collection. All reasonable attorney's fees will be included in the unpaid balance and paid by the customer.

REMIT PAYMENT TO: Lucci & Associates, Inc.  
3251 Corte Malpaso #511  
Camarillo, CA 93012

Phone # (805) 389-6520 Fax # (805) 389-6519  
E-mail [accounting@lucciland.com](mailto:accounting@lucciland.com)

**Certificate Of Completion**

Envelope Id: ECA56BCC01694077A555985FA4FB96EB

Status: Completed

Subject: Complete with DocuSign: RHS East Quad - JGB - Amendment 2 -R22-01759.pdf

Source Envelope:

Document Pages: 4

Signatures: 5

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Enveloped Stamping: Enabled

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

Envelope Originator:

Bond Contracts

Simi Valley Unified School District

101 West Cochran Street

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

**Record Tracking**

Status: Original

8/8/2023 2:58:19 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**

Paul Jordan

paul@jordan-gilbert.com

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

DocuSigned by:



A629F84717124EC...

**Timestamp**

Sent: 8/8/2023 3:05:48 PM

Viewed: 8/8/2023 5:29:45 PM

Signed: 8/8/2023 5:29:52 PM

Signature Adoption: Pre-selected Style

Using IP Address: 71.95.164.182

**Electronic Record and Signature Disclosure:**

Accepted: 8/8/2023 5:29:45 PM

ID: 0d4d8add-1e75-423d-9372-e93a3e721ac0

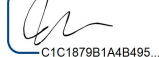
Jim McGregor

jim.mcgregor@simivalleyusd.org

Project Manager

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



C1C1879B1A4B495...

Sent: 8/8/2023 5:29:53 PM

Viewed: 8/8/2023 5:33:12 PM

Signed: 8/8/2023 5:33:39 PM

Signature Adoption: Drawn on Device

Using IP Address: 70.240.32.202

Signed using mobile

**Electronic Record and Signature Disclosure:**

Accepted: 8/8/2023 5:33:12 PM

ID: ecaee4f8-751f-44e3-8a7b-3e37135b6730

Marc Cunningham

marc.cunningham@simivalleyusd.org

Construction Project Manager

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



2CEE5D45D018490...

Sent: 8/8/2023 5:33:40 PM

Viewed: 8/9/2023 8:10:41 AM

Signed: 8/9/2023 8:16:37 AM

Signature Adoption: Pre-selected Style

Using IP Address: 166.199.113.17

Signed using mobile

**Electronic Record and Signature Disclosure:**

Accepted: 8/9/2023 8:10:41 AM

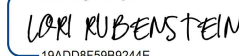
ID: e4d3434b-ad12-43e7-9082-9179ca0bcd4a

LORI RUBENSTEIN

lori.rubenstein@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



10ADD8F50B0244E...

Sent: 8/9/2023 8:16:38 AM

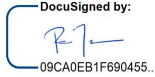
Viewed: 8/9/2023 1:39:09 PM

Signed: 8/9/2023 1:39:17 PM

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.41



Signer Events	Signature	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Accepted: 8/9/2023 1:39:09 PM ID: 66328599-ac15-4b51-83e5-247728e4c400		
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: 8/9/2023 1:39:18 PM Viewed: 8/9/2023 3:49:29 PM Signed: 8/9/2023 3:49:34 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 8/9/2023 3:49:29 PM ID: c248f2df-a7e6-4b02-a7f2-deceb8d657c2		
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	8/8/2023 3:05:48 PM
Certified Delivered	Security Checked	8/9/2023 3:49:29 PM
Signing Complete	Security Checked	8/9/2023 3:49:34 PM
Completed	Security Checked	8/9/2023 3:49:34 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Required hardware and software**

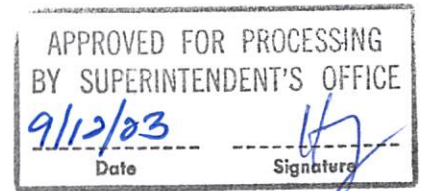
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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

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

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

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



**TITLE: RATIFICATION APPROVAL OF AMENDMENT #1 TO AGREEMENT NO. R22-03650 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND KNOWLAND CONSTRUCTION SERVICES, INC. FOR INSPECTION SERVICES FOR THE CLASSROOM RENOVATION PROJECT AT SIMI VALLEY HIGH SCHOOL**

Business & Facilities  
Consent #12

September 12, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

The District requires inspection services on an as-needed basis for the classroom renovation project at Simi Valley High School. The Bond Management Office interviewed inspectors from four firms on the list of selected firms approved by the Board of Education on December 12, 2017. The firm of Knowland Construction Services, Inc. is on the list and has proposed an inspector who has the qualifications and experience required for this project.

District requested additional scope of work to the project, extending the completion date.

**Fiscal Analysis**

\$51,156.00 Original Contract  
\$17,850.00 Amendment #1  
\$69,006.00 Total, funded by Measure X

**Recommendation**

It is recommended that the Board of Education approve Amendment #1 to Agreement No. R22-03650 Between Simi Valley Unified School District and Knowland Construction Services, Inc. for Inspection Services for Simi Valley HS Classroom Renovation Project.

On motion # 24 by Trustee LaBelle, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Amendment #1 to Agreement No. R22-03650 Between Simi Valley Unified School District and Knowland Construction Services, Inc. for Inspection Services for the Simi Valley HS Classroom Renovation Project.

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



**SimiValleySchools**  
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

## AMENDMENT

Project Name:	Classroom Renovations	Amendment #:	1
Site:	Simi Valley High School	Board Date:	12-Sep-23
To (Architect):	Knowland Construction Services	Bid #:	
Address:	33 Narcissa Drive Rancho Palos Verdes, CA 90275	Requisition #:	R22-03650
		P.O. #:	

### THE CONTRACT IS CHANGED AS FOLLOWS:

District requested additional scope of work to the project, extending the completion date.





# SimiValleySchools






SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

Adjustment to Contract Amount		Adjustment to Contract Schedule	
Original Contract Amount:	\$ 51,156.00	Original Contract Duration:	N/A
Total Prior Change Orders:	\$ -	Original Completion Date:	January 1, 2023
Contract Sum Prior to this Change Order:	\$ 51,156.00	Total Approved Time Extension to Date:	October 1, 2023
Amount of this Change Order:	\$ 17,850.00	Adjustment per this Change Order:	
Revised Contract Amount:	\$ 69,006.00	New Completion Date:	October 1, 2023

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

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

<u>Chris Knowland</u> Inspector of Record	DocuSigned by:  Signature [SimiPCC20118]	9/7/2023 Date
<u>N/A</u> Architect	Signature	Date
<u>Robin Rickman</u> Project Coordinator	DocuSigned by:  Signature	9/7/2023 Date
<u>Marc Cunningham</u> Construction Project Manager	DocuSigned by:  Signature	9/7/2023 Date
<u>LORI RUBENSTEIN</u> Bond Program Manager	DocuSigned by:  Signature	9/7/2023 Date
<u>RON TODO</u> Associate Superintendent, Business & Facilities	DocuSigned by:  Signature	9/11/2023 Date

**Knowland Construction Services**

**8-8-2023**

**PROPOSAL EXTENSION FOR PROJECT  
INSPECTORS**

**SCHOOL DISTRICT: Simi Valley Unified School District**

**INSPECTORS:** Wayne Quire / Dan Alberico / Keith Devine (or other IOR / PE as approved)

**PROJECT: Simi Valley High School Renovation**

**DURATION: June 1, 2023 – September 21, 2023**

**RATE:**

DSA Class I	\$105.00/hour
DSA Class 2	\$91.00/hour
DSA Class 3	\$85.00/hour
Project Eng.	\$79.00

**TOTAL ESTIMATE: 4 months 170 Hours \$17,850.00**

**PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:**

1. Knowland Inc, agrees to provide for continuous inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs.
2. Represent the District under the guidance of the designee of the District Representative.
3. Attend all planning, pre-construction conference, project meetings, or meetings as required by the District.
4. Monitor and observe all Special Inspections performed by the Districts contracted Testing Lab as required by the Testing and Inspections Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by Special Inspectors. Perform or monitor testing for Torque, Epoxy, Pull Tests and other tests as approved by the DSA Field Engineer. Knowland Inc. shall assist in minimizing unnecessary costs for testing where possible.
5. The District & the Inspector, Knowland Inc., shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.

PAGE TWO

6. The Agreement shall begin upon written notice by a representative of the District and remain in effect continuously until project closeout, unless terminated in writing. The anticipated duration of the project shall be 12 months- renewable. Contract is intended to be an agency agreement and may be terminated in 15 days by either party with or without cause. This Agency Agreement shall be assignable to otherschools within the District, and shall apply to other Inspectors as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationships with Inspectors introduced to the District thru Knowland Inc., for a period of two (2) yearsafter the dissolution of any contracts thru Knowland Inc, unless permission is granted prior to such relationships.
7. Knowland Inc, shall maintain in effect a 1 million dollar General Liability insurance policy, Workman's Compensation as required, and Full Liability Auto Insurance as required. District requests for additional insurances shall be paid additionally by the District at current market rates.
8. Simi Valley Unified School District agrees to pay Knowland Inc. the cost of project services billed at the rate as outlined in the above fee schedule within 30 working days of receipt of invoice. Knowland Inc. Hours billed shall be in eight hour increments for the first eight hours of each day. Overtime shall be billed at 1 ½ times standard pay or per the local operators union. Fee Schule shall escalate \$3 each January after the contract is approved. Project Inspectors / Project Managers shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions throughout the duration of the project. The District shall provide all utility lines, office space and furniture per the project specifications. Each A# shall have a minimum 6 hours per month administration charge if there is less than 100 hours billed to the project. Trailers shall be reimbursable at cost plus 10% if required.
9. When an IOR is on vacation or unable to be at the project for reasons beyond his reasonable control, a Knowland PM/PE will be assigned to oversee the project, and shall be responsible for theaccurate reporting of all activities to the Inspector of Record. Hours billed for inspection services shall include only hours worked in support of the project. Other billing arrangements may be as agreed in writing by the District.

*Christopher Knowland*

Christopher Knowland – KCS  
Knowland Inc.

Agent – Simi Valley Unified School District  
c/o – Lori Rubenstein – Director – Project Management

**Certificate Of Completion**

Envelope Id: 3143C6D7C0E143E984CD650B3893710F

Status: Completed

Subject: Complete with DocuSign: Amendment 1-Simi Classroom Reno - Extension.pdf

Source Envelope:

Document Pages: 4

Signatures: 5

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Enveloped Stamping: Enabled

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

Envelope Originator:

Bond Contracts

Simi Valley Unified School District

101 West Cochran Street

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.40

**Record Tracking**

Status: Original

9/6/2023 12:25:04 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Bond Contracts

bondcontracts@simivalleyusd.org

Pool: StateLocal

Pool: Simi Valley Unified School District

Location: DocuSign

Location: DocuSign

**Signer Events**

Chris Knowland

chrisk@knowlandinc.com

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

DocuSigned by:

  
40AE430139B94B8...

Signature Adoption: Pre-selected Style

Using IP Address: 24.250.92.66

**Timestamp**

Sent: 9/6/2023 12:29:57 PM

Resent: 9/7/2023 7:30:15 AM

Viewed: 9/7/2023 8:04:17 AM

Signed: 9/7/2023 8:04:24 AM

**Electronic Record and Signature Disclosure:**

Accepted: 1/6/2023 7:11:50 AM

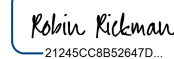
ID: a87fc5d7-3af9-4bee-8182-8ce4c3272e37

Robin Rickman

robin.rickman@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

  
21245CC8B52647D...

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

Sent: 9/7/2023 8:04:25 AM

Viewed: 9/7/2023 8:55:46 AM

Signed: 9/7/2023 8:57:00 AM

**Electronic Record and Signature Disclosure:**

Accepted: 9/7/2023 8:55:46 AM

ID: f62fe4b5-6843-42d9-bc37-bbf546f7a2fc

Marc Cunningham

marc.cunningham@simivalleyusd.org

Construction Project Manager

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

  
2CEE5D45D018490...

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.40

Sent: 9/7/2023 8:57:02 AM

Viewed: 9/7/2023 2:07:47 PM

Signed: 9/7/2023 2:08:09 PM

**Electronic Record and Signature Disclosure:**

Accepted: 9/7/2023 2:07:47 PM

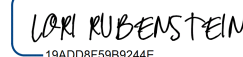
ID: c6cf5950-ea19-4056-afb4-f2bbb0eafdc3

LORI RUBENSTEIN

lori.rubenstein@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

  
19ADD8F59B9244E...

Signature Adoption: Pre-selected Style

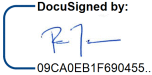
Using IP Address: 75.82.11.185

Signed using mobile

Sent: 9/7/2023 2:08:10 PM

Viewed: 9/7/2023 6:10:59 PM

Signed: 9/7/2023 6:11:45 PM

Signer Events	Signature	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Accepted: 9/7/2023 6:10:59 PM ID: 7f60d53d-8ff9-4801-ab7e-fdb74b874261		
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: 9/7/2023 6:11:47 PM Viewed: 9/11/2023 9:24:47 AM Signed: 9/11/2023 9:25:12 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 9/11/2023 9:24:47 AM ID: 42f31be1-9725-43cc-b635-562390db5e46		
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	9/6/2023 12:29:57 PM
Certified Delivered	Security Checked	9/11/2023 9:24:47 AM
Signing Complete	Security Checked	9/11/2023 9:25:12 AM
Completed	Security Checked	9/11/2023 9:25:12 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

### **Required hardware and software**

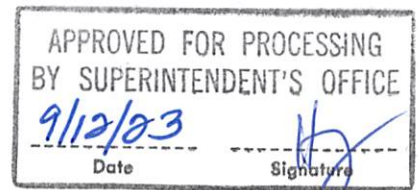
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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

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

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

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



**TITLE: RATIFICATION OF AWARD OF LEASE-LEASEBACK B24LS414, SIMI VALLEY HIGH SCHOOL KITCHEN MODERNIZATION EQUIPMENT PHASE I, TO BALFOUR BEATTY CONSTRUCTION, LLC**

Business & Facilities  
Consent #13

September 12, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

### **Background Information**

On January 18, 2022 the Board of Education approved Balfour Beatty Construction, LLC as the Lease Leaseback (LLB) Contractor for the projects at Royal High School and amended on March 14, 2023 to incorporate the Simi Valley High School MPR / Kitchen / Classroom Bldg.

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

### **Fiscal Analysis**

Fee Proposal for the following:

\$ 530,639.00 Base Price  
\$ 10,000.00 Construction Contingency  
\$ 540,639.00 Guaranteed Maximum Price (GMP) Not To Exceed  
\$ 50,000.00 District Contingency  
\$ 338.00 Financing Cost  
\$ 590,977.00 Total Contract Amount, Not to Exceed, funded with Measure X

### **Recommendation**

It is recommended that the Board of Education approve ratification of award of Lease-Leaseback B24LS414, Simi Valley High School Kitchen Modernization, Phase I, to Balfour Beatty Construction, LLC.

On motion # 24 by Trustee LaBelle, seconded by Trustee Pine and carried by a vote of S/O, the Board of Education, by a roll-call vote, ratified the award of Lease-Leaseback B24LS414, Simi Valley High School Kitchen Modernization, Phase I, to Balfour Beatty Construction, LLC.

Ayes: Pine  
Smollen Noes: 0 Absent: 0 Abstained: 0  
Jo bran  
LaBelle  
Bagdasaryan

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

For District Use

Master Construction Agreement No.:

Project Name: Simi Valley High School CR Bldg. Kitchen Conversion

Project Number: B24LS414

Project Description: Existing building conversion into kitchen and associated landscape and civil improvements.

Site Description: 5400 Cochran Street  
 Simi Valley, CA 93063

Scope of Work/Construction Documents: Limited to Procurement Long Lead Time Equipment – Food Service Equipment Speed Lines, Remote Refrigerator Rack and System, Mechanical Equipment and Electrical Panels, Insurances and Bonds.

DSA Application Number: 03-123469


DSA File Number: TBD

Company Name	Balfour Beatty Construction, LLC.	
Representative	<u>Dennis Kuykendall, Project Executive</u> Name and Title <u>dkuykendall@balfourbeattyus.com</u> 949-502-4000 Email Address Phone	
Contract Signatories (only one is required)	(1) <u>John Bernardy, Sr. VP</u> Name and Title <u>jbernardy@balfourbeattyus.com</u> 949-504-4000 Email Address (2) Name and Title Email Address Phone	
Mailing Address	<u>13520 Evening Creek Drive North, Suite 270</u> Address <u>San Diego, CA 92128</u> City, State, Zip Code	
California Contractor License	Number: 979126 Classifications: A & B Expiration Date: 12-31-24	
Acknowledgement of Addenda	(by Addendum Number): None.	
	Subcontractor Fees (Procurement Long Lead Time Equipment – Food Service Equipment Speed Lines, Remote Refrigeration Rack and Systems, Mechanical Equipment and Electrical Panels, Insurance & Bonds (within GMP)	\$ 510,906
Section 3.5	Date completion by	08-02-2024
Section 3.6	Liquidated Damages for overstaying lease (Art. 18) is	\$ 500.00 per calendar day Business & Facilities, Consent #13

Section 3.7.1	<b>Construction Contingency</b> (within GMP) is		\$ 10,000
Section 3.7.2	<b>Errors and Omissions Contingency</b> (within GMP) is	ZERO	
Section 3.9	<b>The Contractor's fee</b> (percentage) for this Project (within GMP) is	3.95%	\$ 19,732
Section 3.7	<b>TOTAL Guaranteed Maximum Price (GMP)</b> (Art. 5) is		\$ 540,639
Section 3.8	The only exception to the GMP is Unforeseen Underground Conditions, and District Contingency for Owner requested extras as follows:		
Section 3.8.1	<b>District's Contingency</b> (Art. 8) is <i>District Contingency is carried outside of the GMP.</i>		\$ 50,000
Section 3.8.2	<b>Subcontractor Allowance # 1</b> Allowance is carried <i>outside of the GMP.</i>		\$ 0
	<b>Sublease Finance Charge</b> for this Project (Master Sublease Exhibit C) is <i>Sublease Finance Charge is carried outside of the GMP.</i>		\$ 338
	<b>TOTAL PROJECT COST</b> Total GMP + District's Contingency + Subcontractor Allowance + Sublease Finance Charge		\$ 590,977
<b>ALTERNATE BID ITEM:</b> If the GMP incorporates Alternate Bid.			
<b>Alternate Bid Item No</b>	<b>Alternative Bid Description</b>	<b>Proposed Price</b>	
		\$	
		\$	

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

Proposal Submitted By:

  
(Signature)

Dennis Kuykendall  
(Printed Name)

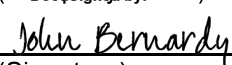
8-18-23  
(Date)

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

**CONTRACTOR:**

Balfour Beatty

(Company Name)

  
(Signature)

John Bernardy

(Printed Name)

E.V.P

(Title)

Date: 8/21/2023

DS  
BBD BBE

**DISTRICT:**

SIMI VALLEY UNIFIED SCHOOL DISTRICT

DocuSigned by:

  
(Signature)

Ron Todo

Associate Superintendent, Business & Facilities

Date: 8/21/2023

DS  
DH

**EXHIBIT "Z"**  
**Bid # B24LS414**

<b>Simi Valley High School CR Bldg. Kitchen Conversion</b> <b>Limited to Procurement Long Lead Time Equipment</b> DATE 08.17.2023		
		<b>Values</b>
Subcontractor Fees (Procurement Long Lead Time Equipment - Food Service Equipment Speed Lines, Remote Refrigeration Rack and systems, Mechanical Equipment and Electrical Panels)		\$ 499,553
<b>Subtotal Subcontracted Costs</b>		\$ 499,553
<b>BBC General Conditions</b>		\$ -
<b>SUBTOTAL HARD COSTS</b>		\$ 499,553
Construction Contingency		\$ 10,000
Errors and Omissions Contingency (N/A)	0.00%	\$ -
<b>CONSTRUCTION COSTS WITH CONTINGENCIES</b>		\$ 509,553
General Liability/ WC Ins.	1.10%	\$ 5,947
Builders Risk (By District)	0.00%	\$ -
<b>SUBTOTAL COSTS WITH INSURANCE</b>		\$ 515,500
Lease Leaseback Fee	3.95%	\$ 19,732
* Any use of Contractors Contingency will be subject to fee, bond and insurances mark ups.		
<b>SUBTOTAL CONSTRUCTION COSTS WITH FEE, GC'S, AND INSURANCE</b>		\$ 535,232
Bonds	1.00%	\$ 5,406
Insurances - N/A	0.00%	\$ -
<b>TOTAL GMP</b>		\$ 540,639
Financing 1.25% - 3 month term		\$ 338
District's Contingency		\$ 50,000
<b>TOTAL</b>		\$ 590,977

**EXHIBIT C**

**SUBLEASE PAYMENT SCHEDULE**  
**SIMI VALLEY HIGH SCHOOL CR BLDG. KITCHEN CONVERSION –**  
**LIMITED TO PROCUREMENT LONG LEAD TIME EQUIPMENT**

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

I. Sublease Tenant Improvement Payments to be paid in accordance with the provisions of the Master Construction Services Agreement Not to Exceed: \$ 540,639

II. Sublease Finance Payment of \$ 27,032 (excluding finance charge) to be paid in accordance with the following Sublease Finance Payment Schedule which shall begin the date of Substantial Completion as defined in the Master Construction Services Agreement:

\*This includes 5% financing at 1.25% Interest

Monthly Payment No.	(a) Beginning Balance*	(b) Payment	(c) Interest	(d) Principal Paid	(e) Ending Balance [(a)-(d)]
1	\$ 27,032	\$ 9,123	\$ 113	\$ 9,011	\$ 18,021
2	\$ 18,021	\$ 9,123	\$ 113	\$ 9,011	\$ 9,011
3	\$ 9,011	\$ 9,123	\$ 113	\$ 9,011	\$ -
4					
5					
6					
TOTAL		\$ 27,370	\$ 338	\$ 27,032	

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

DocuSigned by:

*John Bernardy*  
E15F52DDDCD140C...

John Bernardy

E.V.P

8/21/2023

DS DS  
BBD BBE

# Balfour Beatty



## 17769000 - SVHS Kitchen Conversion Project Procurement Long Lead Time Items - 08/17/2023

Contractor's Name	Trade	Equipment	Lead Time	Proposal Amount
Premier Culinary Solutions	Food Service Equipment	GA Systems Speed Lines	28 Weeks	\$ 188,960.56
		Coldzone - Remote Refrigeration Rack and System (Includes Evaporator Coil Freezer & Cooler)	24 Weeks	\$ 44,010.96
ACH Mechanical Contractors, Inc.	Mechanical	RTU - Carrier	33 Weeks	
		Split System	24 Weeks	
		MAU - Greenheck	18 Weeks	\$ 195,620.00
		EF & KEF - Greenheck	24 Weeks	
RDM Electric Co, Inc.	Electrical	Transformer - TCK	36 Weeks	
		Panel LC, CK, CP and CX	36 Weeks	\$ 70,961.07
		GE 400 Amp 3-Pole Circuit Breaker	18 Weeks	
<b>Total ...</b>				<b>\$ 499,552.59</b>

EXHIBIT "A"



GA SYSTEMS - SPEED LINES

EXHIBIT “A”



Proposal

Project Simi Valley USD MPR

To: Balfour Beatty

Attn: Celeste Cuello

PR# 001 R2

Re: Food Service Equipment Section 11400  
GA Systems Speed Line

Date: Wednesday, August 16, 2023

From: Scott Roczey

Phone: 951-377-3498

Email: [scott@premierculinarysolutions.com](mailto:scott@premierculinarysolutions.com)

Time Request: Please answer this change order within  

48 Hours

Scope Change	Labor Add	Material Add
Please see quote below for GA Systems speed line equipment as follows		\$ 140,658.98
*Exterior to be stainless steel per submittal commnets. \$250/cabinet x 20 cabinets		\$ 5,000.00

Subtotal Labor

Not included

Subtotal Material

\$ 145,658.98

Freight

\$ 3,500.00

Sales Tax

\$ 11,932.72

Mark Up

\$ 24,163.75

Supply Bond

\$ 3,705.11

Total Change Order Request \$188,960.56

COLZONE - REMOTE REGRIGERATION RACK AND SYSTEM



EXHIBIT "A"

08/15/2023

1629

Quotation

From: Premier Culinary Solutions  
Scott Roczey  
1530 S. Lewis Street  
Anaheim, CA 92805  
951-377-3498

Project: PCS-Simi Valley USD Simi Valley HS  
MPR Coldzone

Job Reference Number: 1622

Item	Qty	Description	Sell	Sell Total
07	1 ea	REMOTE REFRIGERATION RACK AND SYSTEM	\$41,000.00	\$41,000.00
		Coldzone MPL-2		
	1 ea	SUPPLY BOND SUPPLY BOND	\$862.00	\$862.00
Extended Total:				\$41,862.00
11	1 ea	EVAPORATOR COIL (FREEZER)		<Included>
		Coldzone CL6E142DDA		
16	1 ea	EVAPORATOR COIL (COOLER)		<Included>
		Coldzone CL6A117ADA		
Merchandise				\$41,862.00
Tax 8%				\$2,148.96
Total				\$44,010.96



# MECHANICAL

EXHIBIT "A"

## Mechanical Contractors, Inc.

SCL #780560

08/14/2023

Re: SVUSD SVHS Existing CR BLDG Kitchen Conversion

### Proposal Revised

We are pleased with the opportunity to submit our HVAC proposal for the development of the above mentioned project in Simi Valley, CA. Based on "DSA Submittal" Drawings, dated "07/05/2023". A brief narrative, description of inclusions, exclusions, qualifications, team approach, phasing and references are outlined below.

### Services Specifically Included:

- Mechanical Schedule
- (4) RTU-01, RTU-02, RTU-03, RTU-04 Carrier 50FCQM12A3Q6-3A3A0 – Furnished Only – Installed by Others
  - a. Structurally Calculated Curb
- (1) Cassette Split System 40MBCQ18-3
- (1) Greenheck MUA-1 Make Up Air Unit – Furnished Only – Installed by Others
- (4) Greenheck Exhaust Fans EF-01, EF-02, EF-03, KEF-1 – Furnished Only - Installed by Others
- Unit is to be Procured and Shipped to a Construction Yard designated by Balfour Beatty
- Supply Bond

**Total Fee Updated Price: \$195,620.00**

### Exclusions:

Mold insurance, pollution insurance, professional liability, all pre-readings and duct pressure test; coring, X-raying; replacement of sheaves, belts and impellers; roof cutting & patching; hanger wire for all air distribution; warranties or repairs on existing equipment; remove ceiling and replacement as required for access; fire proofing; fire sprinkler lines; electrical - all line voltage, all conduit, starters, all disconnects, all relays; all plumbing – gas & condensate drains lines; wall & ceiling access panels; cutting & patching; framing; fire alarm, tie-ins; painting; concrete pads, wood equipment platforms, platform sheet metal covers; concrete breaking, concrete pads, structural calculations, sleepers, nailers, reports; structural steel – new and modifications; holidays; permits, bonds and fees, all demolition, painting, condenser coil coating, trenching/excavation/backfill, all permits, off hours, BIM, all gypboard, all existing, all demolition, all concrete; cutting; excavation; patch back, fire alarm, controls, crane, off loading, all not listed above.

### Clarification:

- ACHMCI signatory to Local 105
- Contractors State License #780560
- DIR #1000003396
- ACH Mechanical Contractors is certified as Minority Business Enterprise Certificate # SC07606 by the National Minority Supplier Development Council (NMSDC) and also approved with KNFS as a Diversity Contractor.
- Bond amount 1%
- **Price is subject to Engineer Approved Submittals. If there are revisions to the Schedule during submittals, this may affect pricing. See attached Submittals.**
- **RTU Lead Times 33 Week**
- **MAU Lead Times 18 Weeks**
- **EF Lead times up to 24 weeks.**

We appreciate the opportunity to quote you and look forward to working with you on this upcoming project. Should you have any questions please feel free to call me.

Respectfully,



A handwritten signature in black ink, appearing to read 'D. Gonzalez', with a stylized flourish at the end.

Dino Gonzalez  
Chief Estimator  
Mobile: (909)320-1888  
ggonzalez@achmechanical.com

**ELECTRICAL**

EXHIBIT "A"

**Work Order Proposal**

**Project:** Simi Valley High School - Existing CR Building Kitchen Conversion  
**RDM Job #** N/A  
**Date:** 8/8/2023  
**Reference:** Request For Quote From Wolfgang Calderon Dated 8/3/23.

**Description of Work**

The below cost reflects the price to purchase Square D switchgear items for the above mentioned project consisting of (1) Transformer TCK, (1) Panel each of Panel LC, CK, CP, and CX. We will also provide (1) add to existing GE 400 amp 3-pole circuit breaker. Also included in the cost is the labor for (1) day @ 2 electricians to investigate the site and gather the required information for the power study company (Wildwood) so they can conduct an accurate power study to insure that the switchgear we will be ordering is adequate per the design and the existing conditions. Formal submittals will be provided prior to release. Once the switchgear is received at our warehouse in Ontario, we will deliver it to the Owner when requested.

Material Cost (See Attached Backup)		\$49,210.00
Direct Job Expenses (See Attached Backup)		\$0.00
Sales Tax	Rancho Cucame 7.75%	\$3,813.78
Service Truck Charge	1 \$105	\$105.00
Freight Expense	1 \$245	\$245.00
	<b>Mark up 15.00%</b>	\$8,006.07
	<b>Material, DJE's &amp; Freight Subtotal:</b>	<b>\$61,379.84</b>

		Man Hours	Rate	Total
Electrician Labor Straight Time		16.00	\$111.05	\$1,776.80
Electrician Labor Over Time		0.00	\$145.00	\$0.00
Electrician Labor Double Time		0.00	\$199.10	\$0.00
Equipment Operator*		0.00	\$135.08	\$0.00
Foreman Labor Straight Time		16.00	\$116.05	\$1,856.80
		Rental Per Day	Days	
Equipment/Tool Rental	No Rental	\$0.00	0	\$0.00
Transportation	No Rental	\$0.00	0	\$0.00
			Mark up 15.00%	\$545.04
*Includes Equipment and Man Hours				
Labor and Equipment Subtotal:				\$4,178.64

**Subcontract Work (See Attached Sub Quote(s))**

\$4,700.00

Wildwood Power Studies (Power Study From 3rd Party Consultant for Verification)

Mark Up 0% \$0.00

**Subcontractor Subtotal: \$4,700.00****Payment and Performance Bond @**

1.00%

\$702.58**Change Order Request Grand Total:****\$70,961.07**

Price Firm for: 15 Day(s)

A Contract Time Extension of: 0 Day(s) is Requested

Prepared By: Rob McDonnell

Date: 8/8/2023

Approval:

Date:

## Certificate Of Completion

Envelope Id: 34450779C29F4844B38F3B8FC6CE69DD

Status: Completed

Subject: Complete with DocuSign: Simi Valley HS Kitchen Conversion LLB Exhibit Z

Source Envelope:

Document Pages: 10

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 5

Public Works

AutoNav: Enabled

Simi Valley Unified School District

Enveloped Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

publicworks@simivalleyusd.org

IP Address: 207.157.143.39

## Record Tracking

Status: Original

Holder: Public Works

Location: DocuSign

8/18/2023 10:17:20 AM

publicworks@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

## Signer Events

## Signature

## Timestamp

Balfour Beatty - Dennis



Sent: 8/18/2023 10:51:43 AM

DKuykendall@balfourbeattyus.com

Viewed: 8/21/2023 8:26:26 AM

Project Executive

Signed: 8/21/2023 11:36:11 AM

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 23.240.131.90

## Electronic Record and Signature Disclosure:

Accepted: 8/21/2023 8:26:26 AM

ID: 8f37e3b7-db27-412b-a6d2-0cf29113759c

Balfour Beatty - Emily



Sent: 8/21/2023 11:36:13 AM

Ekay@balfourbeattyus.com

Viewed: 8/21/2023 11:44:24 AM

Vice President

Signed: 8/21/2023 11:45:56 AM

Balfour Beatty Construction LLC


Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 76.89.140.80

## Electronic Record and Signature Disclosure:

Accepted: 8/21/2023 11:44:24 AM

ID: e235b265-36ef-434c-acb9-896368f4e68f

John Bernardy



Sent: 8/21/2023 11:45:57 AM

jbernardy@balfourbeattyus.com

Viewed: 8/21/2023 11:50:53 AM

E.V.P

Signed: 8/21/2023 11:52:15 AM

Balfour Beatty

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 4.79.140.106

## Electronic Record and Signature Disclosure:

Accepted: 8/21/2023 11:50:53 AM

ID: 5f37f292-327c-4eae-9ea0-a8b3a2b77918

Derrick Hoffman



Sent: 8/21/2023 11:52:16 AM

publicworks@simivalleyusd.org

Viewed: 8/21/2023 11:55:17 AM

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 107.214.26.51

Signer Events	Signature	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
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: 8/21/2023 1:13:24 PM Viewed: 8/21/2023 1:19:04 PM Signed: 8/21/2023 1:19:29 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 8/21/2023 1:19:04 PM ID: 7b583294-2e6a-433b-937c-b760544a786e		
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	8/18/2023 10:51:43 AM
Certified Delivered	Security Checked	8/21/2023 1:19:04 PM
Signing Complete	Security Checked	8/21/2023 1:19:29 PM
Completed	Security Checked	8/21/2023 1:19:29 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

### **Required hardware and software**

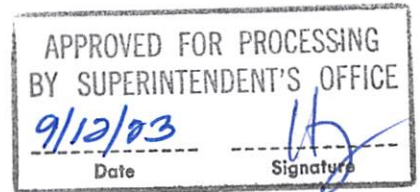
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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

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

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

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



**TITLE: APPROVAL OF RATIFICATION OF AGREEMENT NO. R24-01341  
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND  
KNOWLAND CONSTRUCTION SERVICES, INC. FOR INSPECTION  
SERVICES FOR THE BOYS' LOCKER ROOM PROJECT AT SIMI  
VALLEY HIGH SCHOOL**

Business & Facilities  
Consent #14

September 12, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

### **Background Information**

Inspection services are required by DSA for the Simi Valley HS Boys' Locker Room Project. The Bond Management Office interviewed inspectors from four firms on the list of selected firms approved by the Board of Education on December 12, 2017. The firm of Knowland Construction Services, Inc., is on the list and has proposed an inspector who has the qualifications and experience required for this project.

### **Fiscal Analysis**

Construction estimated start date July 2023 through January 2024.

**\$137,984.00 Estimated Fee**

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

### **Recommendation**

It is recommended that the Board of Education approve Agreement No. R24-01341 for Inspection Services for Simi Valley HS Boys' Locker Room Project.

On motion # 24 by Trustee LaBelle, seconded by Trustee Pine  
and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved  
Agreement No. R24-01341 for Inspection Services for Simi Valley HS Boys' Locker Room Project.

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

## AGREEMENT FOR ON-GOING PROJECT INSPECTOR SERVICES PROJECT ASSIGNMENT AMENDMENT

### Simi Valley High School Boy's Locker Room Project

#### AGREEMENT R24-01341

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Knowland Construction Services, Inc. ("Inspector Firm") as of July 1, 2023.

**WHEREAS**, the District and Inspector Firm entered into a written Agreement entitled Agreement No. A22.088 for On-Going Project Inspector Services ("Agreement") generally establishing terms and conditions for the Project Inspector's inspection services for Projects assigned by the District to the Inspector Firm for completion of Project Inspector Services.

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

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

1. Assigned Project Description. The Assigned Project is described as follows: Provision of an Inspector for the Simi Valley High School Boy's Locker Room Project. The Inspector shall be assigned by Knowland Construction Services, Inc. to the project for the duration of the Simi Valley High School Boy's Locker Room Project, unless another inspector is requested by the District. The inspector is to remain consistent throughout the project and cannot be replaced without approval from the District.
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, including but not limited to: Preconstruction services, Phases Schematic through Project Closeout.
3. Project Inspector. The Inspector Firm designates one of the following the Project Inspectors: Dan Alberico or Wayne Quire, for completion of Project Inspector Services for the Assigned Project. The Inspectors cannot be interchanged. The Inspector assigned will remain through the duration of the project. The Project Inspector must pass DOJ fingerprinting requirements identified in California Education Code Section 45125.1. The hourly billing rate for the Project Inspector designated for the Assigned Project is set forth in Attachment 1 to this PAA and is not subject to adjustment, and includes all projected costs related to AB-5, which became effective beginning on January 1, 2020. The billing is to be monthly.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is **Not to Exceed One Hundred Thirty-Seven Thousand, Nine Hundred, Eighty-Four Dollars (\$137,984.00)** ("Assigned Project Contract Price") per the attached Proposal from Inspector Firm dated August 22, 2023 (Attachment 2- For Fee Only). Billings for payment of the Assigned Project Contract Price shall be based on the actual and reasonable time necessary for the Project Inspector designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services. The Assigned Project Contract Price is not subject to adjustment, except as provided in Paragraph 5 of this PAA.
5. Term of PAA. The District has established the project schedule as follows: Knowland Inc, agrees

to provide for continuous inspection of work for compliance with approved contract documents, see Attachment 1.

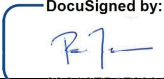
Schedule subject to change.

The actual start date for these inspection services will be based on the successful bid and award of the project. The Assigned Project Contract Price is based on the Construction Duration of the Assigned Project. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Construction Time is exhausted prior to completion of Project Construction, the Assigned Project Contract Price is subject to adjustment by the District, for the Project Inspector Services provided after expiration of the Construction Time.

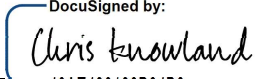
6. Agreement Terms. All terms of the Agreement for Ongoing Services A22.088 are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

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**

By:   
\_\_\_\_\_  
Ron Todo  
Associate Superintendent,  
Business & Facilities

**"INSPECTOR FIRM"**  
Knowland Construction Services, Inc.

By:   
\_\_\_\_\_  
Christopher Knowland  
President

**ATTACHMENT 1 TO  
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT R24-01341 FOR PROJECT INSPECTOR SERVICES**

Project Inspector	DSA Certification No.	Hourly Billing Rate (Class 1 indicated below)
Wayne Quier or Dan Alberico, DSA Inspector, will be the inspector provided under this Project Assignment.  Through August 2024		<u>Straight Time</u> Mondays-Fridays (up to 8 hours per work day)
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays
		<u>Straight Time</u> Mondays-Fridays (up to 8 hours per work day)
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays

**Knowland Construction Services****August 22, 2023****PROPOSAL FOR PROJECT INSPECTORS****SCHOOL DISTRICT: Simi Valley Unified School District****INSPECTORS: Wayne Quier / Dan Alberico / Keith Devine (or other KCS IOR/PE, as required)****PROJECT: SVHS Boys Locker Room****DURATION: June 2023 – January 2024 (1,408 hours)****RATE: \$98.00/hr.****TOTAL ESTIMATE: \$137,984.00**

*\*Hourly Rate increase of \$3 at the start of every January of the construction/ contract period.*

**PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:**

1. Knowland Construction Services agrees to provide for continuous inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs.
2. Represent the District under the guidance of the designee of the District Superintendent.
3. Attend all planning, pre-construction conference, project meetings, or meetings as required by the District.
4. Monitor and observe all Special Inspections performed by the Districts contracted Testing Lab as required by the Testing and Inspections Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by Special Inspectors. Perform or monitor testing for Torque, Epoxy, Pull Tests, and other tests as approved by the DSA Field Engineer. Knowland Construction Services shall assist in minimizing unnecessary costs for testing where possible.

5. The District & the Inspector, Knowland Construction Services, shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
6. The Agreement shall begin upon written notice by a representative of the District and remain in effect continuously until project closeout, unless terminated in writing. Contract is intended to be an agency agreement and may be terminated in 15 days by either party with or without cause. This Agency Agreement shall be assignable to other schools within the District, and shall apply to other Inspectors as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationships with Inspectors introduced to the District through Knowland Construction Services for a period of two (2) years after the dissolution of any contracts through Knowland Construction Services unless permission is granted prior to such relationships.
7. Knowland Construction Services shall maintain in effect a \$1 million General Liability insurance policy, Workman's Compensation as required, and Full Liability Auto Insurance as required. District requests for additional insurances shall be paid additionally by the District at current market rates.
8. Simi Valley Unified School District agrees to pay Knowland Construction Services the cost of project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice. KCS shall bill in (5) hour increments (to include drive time) for each site visit. Overtime shall be billed at 1 ½ times standard pay or per the local operator's union. Fee schedule shall escalate \$3/hr. each January after the contract is approved. KCS will allocate (4) hours per month for KCS administrative fees/ Project Management oversight. Knowland Construction Services (Project Inspectors /Project Managers/ Engineers) shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions throughout the duration of the project. The District shall provide all utility lines, office space and furniture on an off-site location. KCS at its own discretion may utilize project managers or project engineers to perform administrative, report writing, DSA Box, and other duties where it is in the interest of the project.
9. When an IOR is on vacation or unable to be at the project for reasons beyond his reasonable control, a Project Manager / Project Engineer will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the Inspector of Record. Hours billed for inspection services shall include only hours worked in support of the project. Other billing arrangements may be as agreed in writing by the District.



Christopher Knowland  
Christopher Knowland – KCS  
Knowland Construction Services

\_\_\_\_\_  
Agent – Simi Valley USD

**Certificate Of Completion**

Envelope Id: 2AD4FB5DD50B4420B221C2AC8A99DA19

Status: Completed

Subject: Complete with DocuSign: RHS Boys LR - Knowland PAA #R24-01341.pdf

Source Envelope:

Document Pages: 6

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 &amp; Canada)

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

**Record Tracking**

Status: Original

Holder: Bond Contracts

Location: DocuSign

8/25/2023 9:38:54 AM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

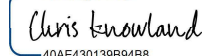
**Signer Events**

Chris Knowland

chrisk@knowlandinc.com

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

DocuSigned by:



40AE430139B94B8...

Signature Adoption: Pre-selected Style

Using IP Address: 24.250.92.66

**Timestamp**

Sent: 8/25/2023 9:40:24 AM

Resent: 8/29/2023 8:32:19 AM

Viewed: 8/30/2023 9:07:29 AM

Signed: 8/30/2023 9:07:35 AM

**Electronic Record and Signature Disclosure:**

Accepted: 1/6/2023 7:11:50 AM

ID: a87fc5d7-3af9-4bee-8182-8ce4c3272e37

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: 8/30/2023 9:07:36 AM

Viewed: 8/30/2023 11:29:02 AM

Signed: 8/30/2023 11:29:09 AM

**Electronic Record and Signature Disclosure:**

Accepted: 8/30/2023 11:29:02 AM

ID: e966e93a-e7a0-4766-b14c-7351a2473816

**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	8/25/2023 9:40:24 AM
Certified Delivered	Security Checked	8/30/2023 11:29:02 AM
Signing Complete	Security Checked	8/30/2023 11:29:09 AM
Completed	Security Checked	8/30/2023 11:29:09 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Required hardware and software**

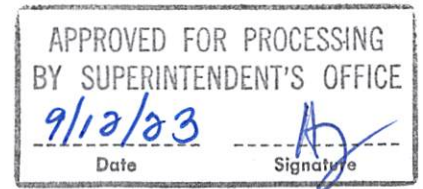
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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

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

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

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



**TITLE: APPROVAL OF AGREEMENT NO. R24-01344 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND KNOWLAND CONSTRUCTION SERVICES, INC. FOR INSPECTION SERVICES FOR THE GIRLS' LOCKER ROOM PROJECT AT SIMI VALLEY HIGH SCHOOL**

Business & Facilities  
Consent #15

September 12, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

Inspection services are required by DSA for the Simi Valley HS Girls' Locker Room Project. The Bond Management Office interviewed inspectors from four firms on the list of selected firms approved by the Board of Education on December 12, 2017. The firm of Knowland Construction Services, Inc., is on the list and has proposed an inspector who has the qualifications and experience required for this project.

**Fiscal Analysis**

Construction estimated start date December 2023 through August 2024.

**\$124,432.00 Estimated Fee**

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

**Recommendation**

It is recommended that the Board of Education approve Agreement No. R24-01344 for Inspection Services for Simi Valley HS Girls' Locker Room Project.

On motion # 24 by Trustee LaBelle, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement No. R24-01344 for Inspection Services for Simi Valley HS Girls' Locker Room Project.

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

## AGREEMENT FOR ON-GOING PROJECT INSPECTOR SERVICES PROJECT ASSIGNMENT AMENDMENT

### Simi Valley High School Girl's Locker Room Project

#### AGREEMENT R24-01344

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Knowland Construction Services, Inc. ("Inspector Firm") as of December 1, 2023.

**WHEREAS**, the District and Inspector Firm entered into a written Agreement entitled Agreement No. A22.088 for On-Going Project Inspector Services ("Agreement") generally establishing terms and conditions for the Project Inspector's inspection services for Projects assigned by the District to the Inspector Firm for completion of Project Inspector Services.

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

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

1. Assigned Project Description. The Assigned Project is described as follows: Provision of an Inspector for the Simi Valley High School Girl's Locker Room Project. The Inspector shall be assigned by Knowland Construction Services, Inc. to the project for the duration of the Simi Valley High School Girl's Locker Room Project, unless another inspector is requested by the District. The inspector is to remain consistent throughout the project and cannot be replaced without approval from the District.
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, including but not limited to: Preconstruction services, Phases Schematic through Project Closeout.
3. Project Inspector. The Inspector Firm designates one of the following the Project Inspectors: Dan Alberico or Wayne Quire, for completion of Project Inspector Services for the Assigned Project. The Inspectors cannot be interchanged. The Inspector assigned will remain through the duration of the project. The Project Inspector must pass DOJ fingerprinting requirements identified in California Education Code Section 45125.1. The hourly billing rate for the Project Inspector designated for the Assigned Project is set forth in Attachment 1 to this PAA and is not subject to adjustment, and includes all projected costs related to AB-5, which became effective beginning on January 1, 2020. The billing is to be monthly.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is **Not to Exceed One Hundred Twenty-four Thousand, Four Hundred, Thirty-Two Dollars (\$124,432.00)** ("Assigned Project Contract Price") per the attached Proposal from Inspector Firm dated August 22, 2023 (Attachment 2- For Fee Only). Billings for payment of the Assigned Project Contract Price shall be based on the actual and reasonable time necessary for the Project Inspector designated for the Assigned Project to complete Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services. The Assigned Project Contract Price is not subject to adjustment, except as provided in Paragraph 5 of this PAA.
5. Term of PAA. The District has established the project schedule as follows: Knowland Inc, agrees



to provide for continuous inspection of work for compliance with approved contract documents, see Attachment 1.

Schedule subject to change.

The actual start date for these inspection services will be based on the successful bid and award of the project. The Assigned Project Contract Price is based on the Construction Duration of the Assigned Project. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price is exhausted at the expiration of the Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Construction Time is exhausted prior to completion of Project Construction, the Assigned Project Contract Price is subject to adjustment by the District, for the Project Inspector Services provided after expiration of the Construction Time.

6. Agreement Terms. All terms of the Agreement for Ongoing Services A22.088 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**

By:

Ron Todo  
Associate Superintendent,  
Business & Facilities

DS  
MN

**"INSPECTOR FIRM"**  
Knowland Construction Services, Inc.

By:

Christopher Knowland  
President

**ATTACHMENT 1 TO  
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT R24-01344 FOR PROJECT INSPECTOR SERVICES**

<b>Project Inspector</b>	<b>DSA Certification No.</b>	<b>Hourly Billing Rate (Class 1 indicated below)</b>	
Wayne Quier or Dan Alberico, DSA Inspector, will be the inspector provided under this Project Assignment.  Through December 2024		<u>Straight Time</u> Mondays-Fridays (up to 8 hours per work day)	\$101.00
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	\$101.00
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	\$101.00
		<u>Straight Time</u> Mondays-Fridays (up to 8 hours per work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	

Attachment 2 - For Fee Only

**Knowland Construction Services**

**August 22, 2023**

**PROPOSAL FOR PROJECT INSPECTORS**

SCHOOL DISTRICT: **Simi Valley Unified School District**

INSPECTORS: **Wayne Quier / Dan Alberico / Keith Devine (or other KCS IOR/PE, as required)**

PROJECT: **SVHS Girls Locker Room**

DURATION: **December 2023 – June 2024 (1,232 hours)**

RATE: **\$101.00/hr.**

TOTAL ESTIMATE: **\$124,432.00**

*\*Hourly Rate increase of \$3 at the start of every January of the construction/ contract period.*

**PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:**

1. Knowland Construction Services agrees to provide for continuous inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs.
2. Represent the District under the guidance of the designee of the District Superintendent.
3. Attend all planning, pre-construction conference, project meetings, or meetings as required by the District.
4. Monitor and observe all Special Inspections performed by the Districts contracted Testing Lab as required by the Testing and Inspections Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by Special Inspectors. Perform or monitor testing for Torque, Epoxy, Pull Tests, and other tests as approved by the DSA Field Engineer. Knowland Construction Services shall assist in minimizing unnecessary costs for testing where possible.

5. The District & the Inspector, Knowland Construction Services, shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
6. The Agreement shall begin upon written notice by a representative of the District and remain in effect continuously until project closeout, unless terminated in writing. Contract is intended to be an agency agreement and may be terminated in 15 days by either party with or without cause. This Agency Agreement shall be assignable to other schools within the District, and shall apply to other Inspectors as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationships with Inspectors introduced to the District through Knowland Construction Services for a period of two (2) years after the dissolution of any contracts through Knowland Construction Services unless permission is granted prior to such relationships.
7. Knowland Construction Services shall maintain in effect a \$1 million General Liability insurance policy, Workman's Compensation as required, and Full Liability Auto Insurance as required. District requests for additional insurances shall be paid additionally by the District at current market rates.
8. Simi Valley Unified School District agrees to pay Knowland Construction Services the cost of project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice. KCS shall bill in (5) hour increments (to include drive time) for each site visit. Overtime shall be billed at 1 ½ times standard pay or per the local operator's union. Fee schedule shall escalate \$3/hr. each January after the contract is approved. KCS will allocate (4) hours per month for KCS administrative fees/ Project Management oversight. Knowland Construction Services (Project Inspectors /Project Managers/ Engineers) shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions throughout the duration of the project. The District shall provide all utility lines, office space and furniture on an off-site location. KCS at its own discretion may utilize project managers or project engineers to perform administrative, report writing, DSA Box, and other duties where it is in the interest of the project.
9. When an IOR is on vacation or unable to be at the project for reasons beyond his reasonable control, a Project Manager / Project Engineer will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the Inspector of Record. Hours billed for inspection services shall include only hours worked in support of the project. Other billing arrangements may be as agreed in writing by the District.

Christopher Knowland  
Christopher Knowland – KCS  
Knowland Construction Services

\_\_\_\_\_  
Agent – Simi Valley USD

**Certificate Of Completion**

Envelope Id: F2334E94B6D345968AD02090680A345A

Status: Completed

Subject: Complete with DocuSign: RHS Girls LR - Knowland PAA #R24-01344.pdf

Source Envelope:

Document Pages: 6

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 1

Bond Contracts

AutoNav: Enabled

Simi Valley Unified School District

Enveloped Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

**Record Tracking**

Status: Original

Holder: Bond Contracts

Location: DocuSign

8/25/2023 9:41:58 AM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

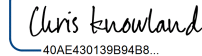
**Signer Events**

Chris Knowland

chrisk@knowlandinc.com

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

DocuSigned by:



40AE430139B94B8...

Signature Adoption: Pre-selected Style

Using IP Address: 24.250.92.66

**Timestamp**

Sent: 8/25/2023 9:43:14 AM

Resent: 8/29/2023 8:32:33 AM

Viewed: 8/30/2023 9:07:04 AM

Signed: 8/30/2023 9:07:11 AM

**Electronic Record and Signature Disclosure:**

Accepted: 1/6/2023 7:11:50 AM

ID: a87fc5d7-3af9-4bee-8182-8ce4c3272e37

Maria Nieto

maria.nieto@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

Sent: 8/30/2023 9:07:12 AM

Resent: 9/13/2023 4:08:18 PM

Viewed: 9/13/2023 4:13:09 PM

Signed: 9/13/2023 4:13:28 PM

**Electronic Record and Signature Disclosure:**

Accepted: 9/13/2023 4:13:09 PM

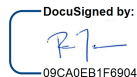
ID: b40deba4-9e13-4d30-a5d5-e60501630e44

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: 207.157.143.2

Sent: 9/13/2023 4:13:29 PM

Resent: 9/15/2023 1:58:01 PM

Viewed: 9/15/2023 3:21:21 PM

Signed: 9/15/2023 3:21:27 PM

**Electronic Record and Signature Disclosure:**

Accepted: 9/15/2023 3:21:21 PM

ID: 58076326-4969-4de8-b51c-e206a8bb2770

**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	8/25/2023 9:43:14 AM
Certified Delivered	Security Checked	9/15/2023 3:21:21 PM
Signing Complete	Security Checked	9/15/2023 3:21:27 PM
Completed	Security Checked	9/15/2023 3:21:27 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

### **Required hardware and software**

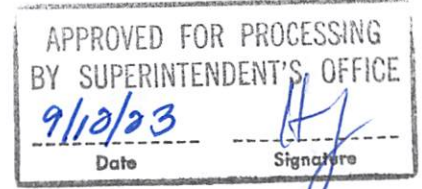
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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

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

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

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



**TITLE: AUTHORIZATION TO AWARD BID #B24FS417, SINALOA MIDDLE SCHOOL SECURITY FENCING**

Business & Facilities  
Consent #16

September 12, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business and Facilities

**Background Information**

Four bids were received on August 23, 2023 for Bid #B24FS417, Sinaloa Middle School Security Fencing. The recommended low bidder is indicated in bold type.

Company	Base Bid	Allowance	Bid Total
Ardalan Construction Company, Inc.	\$ 479,000.00	\$ 47,900.00	\$ 526,900.00
Bellakai Construction			Non Responsive
<b>Lee Construction Co.</b>	<b>\$ 340,534.00</b>	<b>\$ 34,053.40</b>	<b>\$ 374,587.40</b>
Quality Fence Co., Inc.	\$ 521,721.00	\$ 52,172.10	\$ 573,893.10

Additional information is available in the Bond Management Office.

**Fiscal Analysis**

The total amount of this project \$374,587.40 will be funded by Measure X Bond Funds.

**Recommendation**

It is recommended that the Board of Education authorize award of Bid #B24FS417, Sinaloa Middle School Security Fencing, to Lee Construction Co. in the amount of \$374,587.40.

On motion # 24 by Trustee LaBelle, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, award of the Sinaloa Middle School Security Fencing to Lee Construction Co.

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



**TITLE: AUTHORIZATION TO AWARD BID #B24FS416, VALLEY VIEW MIDDLE SCHOOL SECURITY FENCING**

Business & Facilities  
Consent #17

September 12, 2023

Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business and Facilities

**Background Information**

Four bids were received on August 23, 2023 for Bid #B24FS416, Valley View Middle School Security Fencing. The recommended low bidder is indicated in bold type.

Company	Base Bid	Allowance	Bid Total
Ardalan Construction Company, Inc.	\$ 771,000.00	\$ 77,100.00	\$ 848,100.00
Bellakai Construction			Non Responsive
<b>Lee Construction Co.</b>	<b>\$ 522,817.00</b>	<b>\$ 52,281.70</b>	<b>\$ 575,098.70</b>
Quality Fence Co., Inc.	\$ 587,731.00	\$ 58,773.00	\$ 646,504.10

Additional information is available in the Bond Management Office.

**Fiscal Analysis**

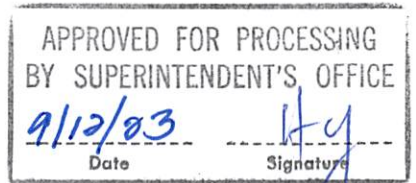
The total amount of this project \$575,098.70 will be funded by Measure X Bond Funds.

**Recommendation**

It is recommended that the Board of Education authorize award of Bid #B24FS416, Valley View Middle School Security Fencing, to Lee Construction Co. in the amount of \$575,098.70.

On motion # 24 by Trustee LaBelle, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education approved, by roll-call vote, award of the Valley View Middle School Security Fencing to Lee Construction Co.

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



**TITLE:        RATIFICATION OF CHANGE ORDER NO. 2 TO BID NO. B23FS388,  
                 SYCAMORE ELEMENTARY SCHOOL SECURITY FENCING**

Business & Facilities  
Consent #18

September 12, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
                 Business & Facilities

**Background Information**

On December 13, 2022, the Board of Education authorized the award of Bid No. B23FS388 to Hughes General Engineering, Inc. in the amount of \$676,775.00 for Sycamore Elementary School Security Fencing. 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. 2.

**Fiscal Analysis:**

\$ 676,775.00 Original Contract  
\$ 22,000.00 Change Order #1 - 4/28/2023  
\$ 8,703.17 Change Order #2 - 7/12/2023  
\$ 707,478.17 Total Revised Contract, funded with Measure X funds.

**Recommendation:**

It is recommended that the Board of Education approve Change Order No. 2 as presented.

On motion # 24 by Trustee LaBelle, seconded by Trustee Pine  
and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved  
Change Order No.2 for the Sycamore Elementary School Security Fencing Project, Bid No.  
B23FS388.

Ayes: Pine  
Smoller Noes: 0 Absent: 0 Abstained: 0  
Debra  
LaBelle  
Bogdan



## CHANGE ORDER

<b>Project Name:</b>	Sycamore ES Security Fencing	<b>Date:</b>	7/12/2023
<b>Site:</b>	Sycamore Elementary School	<b>Change Order #:</b>	2
<b>Contract Date:</b>		<b>Bid #:</b>	B23FS388
<b>Contractor:</b>	Hughes General Engineering, Inc.	<b>PO #:</b>	
<b>Address:</b>	PO Box 2293 Camarillo CA 93011	<b>DSA Application #:</b>	
		<b>Board Date:</b>	N/A

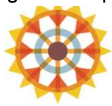
## THE CONTRACT IS CHANGED AS FOLLOWS:

Cop 006 Irrigation Wire Repair	\$ 3,898.44
Cop 007 Install 70ft of curb	\$ 7,411.85
Original Allowance Credit	\$ (2,607.12)
<b>Total:</b>	<b>\$ 8,703.17</b>

ADJUSTMENTS TO CONTRACT			
Original Contract Amount:	\$ 676,775.00	Original Contract Completion Date:	April 28,2023
Total Prior Change Orders:	\$ 22,000.00	New Completion Date:	June 13,2023
Contract Sum Prior to this CO:	\$ 698,775.00	% for this Change Order	1%
Amount of this Change Order:	\$ 8,703.17	% Total Cumulative Change Orders	5%
Revised Contract Amount:	\$ 707,478.17		

**\*SIGNATURES ON PAGE 2**





## CHANGE ORDER

<b>Project Name:</b>	Sycamore ES Security Fencing	<b>Date:</b>	7/12/2023
<b>Site:</b>	Sycamore Elementary School	<b>Change Order #:</b>	2

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.

Ryan Hughes

Hughes General Engineering, Inc

DocuSigned by:

*Ryan Hughes*  
Signature  
0724B000CA4A0...

7/14/2023

Date

N/A

Architect

N/A

Signature

Date

DESIREE RASK

Project Coordinator

DocuSigned by:

*Desiree Rask*  
Signature  
3FD49F148B68447...

7/14/2023

Date

MARC CUNNINGHAM

Construction Project Manager

DocuSigned by:

*Marc Cunningham*  
Signature  
2550A0490...

7/14/2023

Date

LORI RUBENSTEIN

Bond Program Manager

DocuSigned by:

*LORI RUBENSTEIN*  
Signature  
1974DDF3995244E...

7/14/2023

Date

JERRY BLOCK

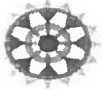
Associate Superintendent,  
Business & Facilities

DocuSigned by:

*Jerry Block*  
Signature  
0492C4A83F034FC...

7/14/2023

Date



SimiValleySchools  
SIMI VALLEY UNIFIED SCHOOL DISTRICT

## SIMI VALLEY UNIFIED SCHOOL DISTRICT CHANGE ORDER PROPOSAL (COP)

School Name: **Sycamore Elementary School**  
 Project Name: **Sycamore ES Security Fencing**  
 To: *CM/ Project* **Desiree Rask**  
*Coordinator*  
 From: *Contractor* **Hughes General Engineering**

Date: **June 1, 2023**  
 COP Number: **6**  
 Project Number: **X073-01-23**  
 Bid Number: **B23FS388**

### Description of Work:

Irrigation Wire Repair - Irrigation Wire Tone

WORK PERFORMED OTHER THAN BY CONTRACTOR		ADD	DEDUCT
(a)	<b>Material</b> (attach itemized quantity and unit cost plus sales tax)		
(b)	<b>Add Labor</b> (attach itemized hours and rates, fully encumbered)	\$ 3,332.00	
(c)	<b>Add Equipment</b> (attach suppliers' invoice)		
(d)	<b>Subtotal</b>	\$ 3,332.00	
(e)	<b>Add overhead and profit for any and all tiers of Subcontractor</b> , the total not to exceed ten percent (10%) of Item (d)	\$ 333.20	
(f)	<b>Subtotal</b>	\$ 3,665.20	
(g)	<b>Add overhead and profit for Contractor</b> , not to exceed five percent (5%) of Item (d)	\$ 166.60	
(h)	<b>Subtotal</b>	\$ 3,831.80	
(i)	<b>Add Bond and Insurance</b> , not to exceed two percent (2%) of Item (d)	\$ 66.64	
(j)	<b>TOTAL</b>	\$ 3,898.44	
(k)	<b>Time</b> (zero unless indicated)	<b>0</b>	<b>Calendar Days</b>
WORK PERFORMED BY CONTRACTOR		ADD	DEDUCT
(a)	<b>Material</b> (attach itemized quantity and unit cost plus sales tax)	\$ -	
(b)	<b>Add Labor</b> (attach itemized hours and rates, fully encumbered)	\$ -	
(c)	<b>Add Equipment</b> (attach suppliers' invoice)	\$ -	
(d)	<b>Subtotal</b>	\$ -	
(e)	<b>Add overhead and profit for Contractor</b> , not to exceed fifteen percent (15%) of Item (d)	\$	
(f)	<b>Subtotal</b>	\$	
(g)	<b>Add Bond and Insurance</b> , not to exceed two percent (2%) of Item (d)	\$ -	
(h)	<b>TOTAL</b>	\$	
	<b>Amount of this COP</b>	\$ 3,898.44	
(i)	<b>Time</b> (zero unless indicated)	<b>0</b>	<b>Calendar Days</b>

☐ 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



**Venco Western, Inc.**

April 20, 2023

Jeff Hughes  
Hughes General Engineering  
P.O. Box 2293  
Camarillo, CA 93011

**Re: Sycamore Elementary School Fencing Improvements – Change Order No. 4**

Dear Jeff,

Below you will find our change order for labor only to rewire the clock to the correct stations.

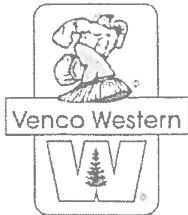
• Labor - irrigation	\$1,660.00
----------------------	------------

<b>Total Price</b>	<b>\$1,660.00</b>
--------------------	-------------------

Regards,

*Julie Bracamontes*

Julie Bracamontes



Venco Western, Inc.

2400 Eastman Avenue

Oxnard, CA 93030

Tel.: (805) 981-2400

Fax: (805) 981-2450

***** INVOICE *****	DATE	NUMBER
	4/17/2023	0032125-IN

A 2% per month service charge will be added to accounts which are thirty (30) days past due.

CUSTOMER NO: 00-0003083

SIMI VALLEY UNIFIED SCHL DIST

ATTN: ACCOUNTS PAYABLE

BOND MANAGEMENT OFFICE

101 W. COCHRAN STREET

SIMI VALLEY, CA 93065

INVOICE DUE DATE: 5/10/2023

SIMI VALLEY USD

APR 19 2023

RECEIVED

FISCAL SERVICES

FISCAL SERVICES				
	U/M	QUANTITY	PRICE	AMOUNT
SYCAMORE ES RELOCATE IRRIGATION WIRES NEAR NEW CONSTRUCTION				
LANDSCAPE REMEDIAL LABOR	EACH	1.000	672.000	672.00
LANDSCAPE REMEDIAL MATERIALS	EACH	1.000	1,000.000	1,000.00

INVOICE TOTAL: 1,672.00

Business &amp; Facilities, Consent #18



## SIMI VALLEY UNIFIED SCHOOL DISTRICT

## CHANGE ORDER PROPOSAL (COP)

School Name:	<b>Sycamore Elementary School</b>
Project Name:	<b>Sycamore ES Security Fencing</b>
To: <i>CM/ Project Coordinator</i>	Desiree Rask
From: <i>Contractor</i>	<b>Hughes General Engineering</b>

Date:	July 11, 2023
COP Number:	7
Project Number:	<b>X073-01-23</b>
Bid Number:	<b>B23FS388</b>

**Description of Work:**

Install Approximately 70lf of curb as requested and other requested work.

<b>WORK PERFORMED OTHER THAN BY CONTRACTOR</b>		<b>ADD</b>	<b>DEDUCT</b>
(a)	<b>Material</b> (attach itemized quantity and unit cost plus sales tax)	\$ -	\$ -
(b)	<b>Add Labor</b> (attach itemized hours and rates, fully encumbered)		
(c)	<b>Add Equipment</b> (attach suppliers' invoice)		
(d)	<b>Subtotal</b>	\$ -	-
(e)	<b>Add overhead and profit for any and all tiers of Subcontractor</b> , the total not to exceed ten percent (10%) of Item (d)	\$ -	
(f)	<b>Subtotal</b>	\$ -	-
(g)	<b>Add overhead and profit for Contractor</b> , not to exceed five percent (5%) of Item (d)	\$ -	
(h)	<b>Subtotal</b>	\$ -	-
(i)	<b>Add Bond and Insurance</b> , not to exceed two percent (2%) of Item (d)	\$ -	
(j)	<b>TOTAL</b>	\$ -	-
(k)	<b>Time</b> (zero unless indicated)	<u>0</u>	<b>Calendar Days</b>
<b>WORK PERFORMED BY CONTRACTOR</b>		<b>ADD</b>	<b>DEDUCT</b>
(a)	<b>Material</b> (attach itemized quantity and unit cost plus sales tax)	\$ 1,400.00	
(b)	<b>Add Labor</b> (attach itemized hours and rates, fully encumbered)	\$ 4,935.00	
(c)	<b>Add Equipment</b> (attach suppliers' invoice)	\$ -	
(d)	<b>Subtotal</b>	\$ 6,335.00	
(e)	<b>Add overhead and profit for Contractor</b> , not to exceed fifteen percent (15%) of Item (d)	\$ 950.15	
(f)	<b>Subtotal</b>	\$ 7,285.15	
(g)	<b>Add Bond and Insurance</b> , not to exceed two percent (2%) of Item (d)	\$ 126.70	
(h)	<b>TOTAL</b>	\$ 7,411.85	
	<b>Amount of this COP</b>	\$ 7,411.85	
(i)	<b>Time</b> (zero unless indicated)	<u>0</u>	<b>Calendar Days</b>

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

☐ The proposal does NOT affect the Contract Time.

Contractor's Signature:	Ryan Hughes	July 11, 2023
	Printed Name & Title	Date
Provide all supporting documentation as required by the Contract Documents		

**Certificate Of Completion**

Envelope Id: 823C9F0C34FA45A6910C725ACB3A0787

Status: Completed

Subject: Complete with DocuSign: Sycamore ES Hughes General- Change Order #2.pdf

Source Envelope:

Document Pages: 6

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bond Contracts

AutoNav: Enabled

Simi Valley Unified School District

Enveloped Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

**Record Tracking**

Status: Original

Holder: Bond Contracts

Location: DocuSign

7/13/2023 12:14:38 PM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

**Signer Events**

Ryan Hughes


hughesgeinc@gmail.com

President

Hughes General Engineering, Inc.

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

DocuSigned by:

  
0739AB700DCA4A0...**Timestamp**

Sent: 7/13/2023 12:18:46 PM

Viewed: 7/14/2023 11:16:08 AM

Signed: 7/14/2023 11:17:20 AM

Signature Adoption: Pre-selected Style

Using IP Address: 174.193.200.219

Signed using mobile

**Electronic Record and Signature Disclosure:**

Accepted: 7/14/2023 11:16:08 AM

ID: 02fce5e7-928e-49bf-87d5-4f8f0867a800

Desiree Rask

desiree.rask@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

  
3FD46F148B68447...

Sent: 7/14/2023 11:17:22 AM

Viewed: 7/14/2023 11:20:14 AM

Signed: 7/14/2023 11:20:25 AM

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

**Electronic Record and Signature Disclosure:**

Accepted: 7/14/2023 11:20:14 AM

ID: a7b35834-e6d5-4678-b009-4bea72370f51

Marc Cunningham

marc.cunningham@simivalleyusd.org

Construction Project Manager

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

  
2CEE5D45D018490...

Sent: 7/14/2023 11:20:26 AM

Viewed: 7/14/2023 11:24:16 AM

Signed: 7/14/2023 11:24:29 AM

Signature Adoption: Pre-selected Style

Using IP Address: 166.196.79.2

Signed using mobile

**Electronic Record and Signature Disclosure:**

Accepted: 7/14/2023 11:24:16 AM

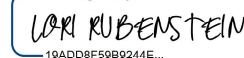
ID: 014ebdaf-0009-4ac5-8b47-18c53abbe6cc

LORI RUBENSTEIN

lori.rubenstein@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

  
10ADD8F50B0244E...

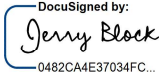
Sent: 7/14/2023 11:24:30 AM

Viewed: 7/14/2023 11:29:24 AM

Signed: 7/14/2023 11:29:47 AM

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.41

Signer Events	Signature	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Accepted: 7/14/2023 11:29:24 AM ID: 9233d32e-bddb-470b-9c24-513d776b1107		
Jerry Block jerry.block@simivalleyusd.org Jerry Block Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.39	Sent: 7/14/2023 11:29:49 AM Viewed: 7/14/2023 1:16:49 PM Signed: 7/14/2023 1:17:19 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 7/14/2023 1:16:49 PM ID: 4a0fd480-4f4c-476f-b628-62ab8f0ce76c		
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	7/13/2023 12:18:46 PM
Certified Delivered	Security Checked	7/14/2023 1:16:49 PM
Signing Complete	Security Checked	7/14/2023 1:17:19 PM
Completed	Security Checked	7/14/2023 1:17:19 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Required hardware and software**

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

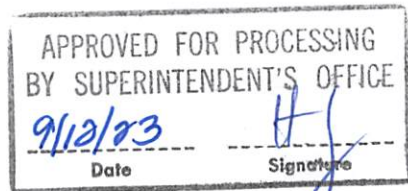
### **Acknowledging your access and consent to receive and sign documents electronically**

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

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

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





**TITLE: APPROVAL OF CHANGE ORDER NO. 1 FOR AGREEMENT NO. B23FS390 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND HART DESIGN BUILD INC. FOR THE ROYAL HS BLDG. 3 CLASSROOM & INTERIOR RENOVATIONS PROJECT AT ROYAL HIGH SCHOOL**

Business & Facilities  
Consent #19

September 12, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Background Information**

On February 21, 2023, the Board of Education authorized the award of Bid No. B23FS390 to Hart Design Build Inc. in the amount of \$636,000.00 for the Royal HS MPR Building 3 Classroom Renovations. During the course of construction, the Unforeseen Construction Allowance was not entirely used for construction scope. The Balance of the Allowance will be credited back to the District as noted in Change Order #1.

**Fiscal Analysis**

\$ 636,000.00 Original Contract  
\$ (4,388.63) Change Order #1  
\$ 631,611.37 Total Revised Contract, funded by Measure X

**Recommendation:**

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

On motion # 24 by Trustee LaBelle, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Change Order No.1 for the Royal High School Building MPR Building 3 Classroom Renovations Project, Bid No. B23FS390.

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



## CHANGE ORDER

<b>Project Name:</b>	Royal High School MPR 3 Classroom	<b>Date:</b>	8/31/2023
<b>Site:</b>	Royal High School	<b>Change Order #:</b>	1
<b>Contract Date:</b>	2/23/2023	<b>Bid #:</b>	B23FS390
<b>Contractor:</b>	Hart Design Build Inc.	<b>PO #:</b>	
<b>Address:</b>	3449 Angelus Ave Glendale Ca 91208	<b>DSA Application #:</b>	N/A
		<b>Board Date:</b>	9/12/2023

### THE CONTRACT IS CHANGED AS FOLLOWS:

The unused portion of the contractor allowance is being returned to the District.	
Original Contract Allowance	\$106,000.00
Allowance#1	\$76,466.00
Allowance#2	\$25,145.57
Unused Allowance	(\$4,388.63)
Return unused portion of the allowance.	\$ (4,388.63)
<b>Total:</b>	<b>\$ (4,388.63)</b>

ADJUSTMENTS TO CONTRACT			
Original Contract Amount:	\$ 636,000.00	Original Contract Completion Date:	06/30/23
Total Prior Change Orders:		New Completion Date:	
Contract Sum Prior to this CO:	\$ 636,000.00	% for this Change Order	-1%
Amount of this Change Order:	\$ (4,388.63)	% Total Cumulative Change Orders	-1%
Revised Contract Amount:	\$ 631,611.37		

**\*SIGNATURES ON PAGE 2**



## CHANGE ORDER

<b>Project Name:</b>	Royal High School MPR 3 Classroom	<b>Date:</b>	8/31/2023
<b>Site:</b>	Royal High School	<b>Change Order #:</b>	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.

DUKE HARTENIAN	DocuSigned by: <i>Duke Hartenian</i>	9/1/2023
Contractor	Signature	Date
N/A	N/A	N/A
Architect	Signature	Date
DAVID PEGG	DocuSigned by: <i>David Pegg</i>	9/13/2023
Project Coordinator	Signature	Date
MARC CUNNINGHAM	DocuSigned by: <i>Marc Cunningham</i>	9/13/2023
Construction Project Manager	Signature	Date
LORI RUBENSTEIN	DocuSigned by: <i>LORI RUBENSTEIN</i>	9/13/2023
Bond Program Manager	Signature	Date
RON TODO	DocuSigned by: <i>RJ</i>	9/15/2023
Associate Superintendent, Business & Facilities	Signature	Date

 DS  
*DR*

**Certificate Of Completion**

Envelope Id: 7C7FFB9D08BF45CEBFC4056D900EC8F9

Status: Completed

Subject: Complete with DocuSign: RHS MPR BLD. 3 Classroom- Hart Change Order #1.pdf

Source Envelope:

Document Pages: 2

Signatures: 5

Certificate Pages: 5

Initials: 1

AutoNav: Enabled

Enveloped Stamping: Enabled

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

Envelope Originator:

Bond Contracts

Simi Valley Unified School District

101 West Cochran Street

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

**Record Tracking**

Status: Original

9/1/2023 8:53:45 AM

Holder: Bond Contracts

bondcontracts@simivalleyusd.org

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

**Signer Events**

Duke Hartenian

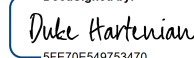
duke@hartdb.com

President

HART DESIGN BUILD INC.

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

DocuSigned by:

  
5FE70E549753470...

Signature Adoption: Pre-selected Style

Using IP Address: 174.193.132.167

Signed using mobile

**Timestamp**

Sent: 9/1/2023 8:59:09 AM

Viewed: 9/1/2023 8:59:59 AM

Signed: 9/1/2023 9:00:13 AM

**Electronic Record and Signature Disclosure:**

Accepted: 9/1/2023 8:59:59 AM

ID: 8e0b3698-ca74-4a2c-9473-258bc791d9f5

Desiree Rask

desiree.rask@simivalleyusd.org

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

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

Sent: 9/1/2023 9:00:15 AM

Resent: 9/13/2023 2:47:33 PM

Viewed: 9/13/2023 2:50:32 PM

Signed: 9/13/2023 2:50:41 PM

**Electronic Record and Signature Disclosure:**

Accepted: 9/13/2023 2:50:32 PM

ID: d85ba260-2e71-4989-a96a-fafa8944a77c

David Pegg

david.pegg@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)  
DocuSigned by:  
David Pegg  
5C2374E15A66494...

Signature Adoption: Pre-selected Style

Using IP Address: 172.56.168.85

Signed using mobile

Sent: 9/13/2023 2:50:43 PM

Viewed: 9/13/2023 3:59:26 PM

Signed: 9/13/2023 4:00:16 PM

**Electronic Record and Signature Disclosure:**

Accepted: 9/13/2023 3:59:26 PM

ID: efad1894-4f32-4aa2-b4bd-073df2b55553

Marc Cunningham

marc.cunningham@simivalleyusd.org

Construction Project Manager

Security Level: Email, Account Authentication  
(None)  
DocuSigned by:  
Marc Cunningham  
2CEE5D45D018490...

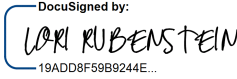
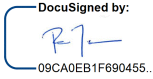
Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.40

Sent: 9/13/2023 4:00:18 PM

Viewed: 9/13/2023 4:30:52 PM

Signed: 9/13/2023 4:31:19 PM

Signer Events	Signature	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Accepted: 9/13/2023 4:30:52 PM ID: afc970ad-c805-4965-96f5-c1a4d95d2ed2		
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: 172.56.120.45 Signed using mobile</p>	Sent: 9/13/2023 4:31:21 PM Viewed: 9/13/2023 4:36:59 PM Signed: 9/13/2023 4:37:06 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 9/13/2023 4:36:59 PM ID: b19c04cf-bf54-44c8-af35-f14e2e74dafa		
Ron Todo ron.todo@simivalleyusd.org Associate Superintendent Simi Valley Unified Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: R. J. 09CA0EB1F690455...</p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 207.157.143.2</p>	Sent: 9/13/2023 4:37:08 PM Resent: 9/15/2023 1:58:34 PM Viewed: 9/15/2023 3:19:45 PM Signed: 9/15/2023 3:19:54 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 9/15/2023 3:19:45 PM ID: 0ba3c942-488c-4c13-82de-edc4dcbfa5d7		
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	9/1/2023 8:59:10 AM
Certified Delivered	Security Checked	9/15/2023 3:19:45 PM
Signing Complete	Security Checked	9/15/2023 3:19:54 PM
Completed	Security Checked	9/15/2023 3:19:54 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Required hardware and software**

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

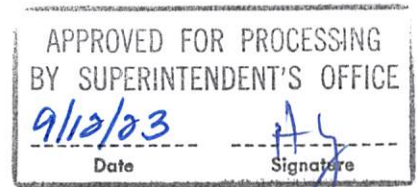
### **Acknowledging your access and consent to receive and sign documents electronically**

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

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

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





**TITLE: APPROVAL OF CHANGE ORDER NO. 1 FOR AGREEMENT NO. B22LS376 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND BALFOUR BEATTY CONSTRUCTION, LLC. FOR THE EAST QUAD IMPROVEMENTS PROJECT AT ROYAL HIGH SCHOOL**

Business & Facilities  
Consent #27

September 12, 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. Attached is Exhibit "A" that describes the changes, related costs, and justification for Change Order No. 1.

**Fiscal Analysis:**

\$2,286,984.00 Original LLB Contract  
\$ (45,657.45) Construction Contingency not used  
\$ (72,930.82) District Contingency not used  
\$2,168,395.73 Revised Contract Amount, funded with Measure X funds

**Recommendation:**

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

On motion # 24 by Trustee LaBalle, seconded by Trustee Pine and carried by a vote of 5 to 0, the Board of Education, by a roll-call vote, approved Change Order No.1 for the Royal High School East Quad Improvements Project, Bid No. B22LS376.

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



## CHANGE ORDER

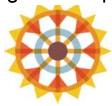
<b>Project Name:</b>	East Quad Improvements	<b>Date:</b>	8/29/2023
<b>Site:</b>	Royal High School	<b>Change Order #:</b>	1
<b>Contract Date:</b>	5/31/2022	<b>Bid #:</b>	B22LS376
<b>Contractor:</b>	Balfour Beatty Construction, LLC	<b>PO #:</b>	P22-04311
<b>Address:</b>	1350 Evening Creek Drive North, #270 San Diego, CA 92128	<b>DSA Application #:</b>	N/A
		<b>Board Date:</b>	9/12/2023

### THE CONTRACT IS CHANGED AS FOLLOWS:

COP #8 - Contract completion date is amended to March 31, 2023 due to significant delays caused by groundwater discovery and significant rain delays.			
COP #26 - the unused portion of the Contractor and Owner Contingencies is being returned to the District.			
<b>ORIGINAL CONTRACTOR CONTINGENCY</b>		\$	48,170.00
Approved Contractor Contingency #1		\$	(2,512.55)
<b>Contractor Contingency Balance to be returned</b>		<b>\$</b>	<b>45,657.45</b>
<b>ORIGINAL OWNER CONTINGENCY</b>		\$	192,681.00
Approved Owner Contingency #1		\$	(136,857.16)
Approved Owner Contingency #2		\$	59,545.00
Approved Owner Contingency #3		\$	(29,123.93)
Approved Owner Contingency #4		\$	(13,314.09)
<b>Owner Contingency Balance to be returned</b>		<b>\$</b>	<b>72,930.82</b>
		<b>Total: \$</b>	<b>(118,588.27)</b>

ADJUSTMENTS TO CONTRACT			
Original Contract Amount:	\$ 2,286,984.00	Original Contract Completion Date:	10/30/22
Total Prior Change Orders:	\$ -	New Completion Date:	03/31/23
Contract Sum Prior to this CO:	\$ 2,286,984.00	% for this Change Order	-5%
Amount of this Change Order:	\$ (118,588.27)	% Total Cumulative Change Orders	-5%
Revised Contract Amount:	\$ 2,168,395.73		

**\*SIGNATURES ON PAGE 2**






## CHANGE ORDER

<b>Project Name:</b>	East Quad Improvements	<b>Date:</b>	8/29/2023
<b>Site:</b>	Royal High School	<b>Change Order #:</b>	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 BB0D172FDF6D443...	_____ 9/6/2023 _____ Date
_____ Paul Jordan Architect	DocuSigned by:  _____ Signature A629F84717124EC...	_____ 9/15/2023 _____ Date
_____ Jim McGregor Project Coordinator	DocuSigned by:  _____ Signature C1C1879B1A4B495...	_____ 9/15/2023 _____ Date
_____ Marc Cunningham Construction Project Manager	_____ Signature	_____ Date
_____ Lori Rubenstein Bond Program Manager	_____ Signature	_____ Date
_____ Ron Todo Associate Superintendent, Business & Facilities	_____ Signature	_____ Date

DS  


**Certificate Of Completion**

Envelope Id: C1DE81C9EA434F559532356B6000EBF8

Status: Sent

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

Source Envelope:

Document Pages: 2

Signatures: 3

Certificate Pages: 5

Initials: 1

AutoNav: Enabled

Enveloped Stamping: Enabled

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

Envelope Originator:

Bond Contracts

Simi Valley Unified School District

101 West Cochran Street

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

**Record Tracking**

Status: Original

9/5/2023 12:07:48 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**

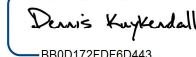
Dennis Kuykendall

DKuykendall@balfourbeattyus.com

Project Executive

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

DocuSigned by:



BB0D172FDF6D443...

Signature Adoption: Pre-selected Style

Using IP Address: 23.240.131.90

**Timestamp**

Sent: 9/5/2023 12:19:19 PM

Resent: 9/6/2023 12:05:09 PM

Viewed: 9/6/2023 3:07:08 PM

Signed: 9/6/2023 3:16:52 PM

**Electronic Record and Signature Disclosure:**

Accepted: 9/6/2023 3:11:33 PM

ID: 72a95c48-00c5-427e-bca5-49262d96162d

Maria Nieto

maria.nieto@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

Sent: 9/6/2023 3:16:54 PM

Resent: 9/13/2023 4:08:08 PM

Viewed: 9/13/2023 4:12:37 PM

Signed: 9/13/2023 4:12:48 PM

**Electronic Record and Signature Disclosure:**

Accepted: 9/13/2023 4:12:37 PM

ID: e0806f9c-85f5-47d7-8769-6e174f06fa79

Paul Jordan

paul@jordan-gilbert.com

Security Level: Email, Account Authentication  
(None)

A629F84717124EC...

Signature Adoption: Pre-selected Style

Using IP Address: 71.95.164.182

Sent: 9/13/2023 4:12:50 PM

Resent: 9/15/2023 1:58:59 PM

Viewed: 9/15/2023 2:08:39 PM

Signed: 9/15/2023 2:09:31 PM

**Electronic Record and Signature Disclosure:**

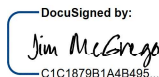
Accepted: 9/15/2023 2:08:39 PM

ID: 2ee21c89-3500-4058-bf72-ddee25229654

Jim McGregor

jim.mcgregor@simivalleyusd.org

Project Manager

Security Level: Email, Account Authentication  
(None)

C1C1879B1A4B495...

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

Sent: 9/15/2023 2:09:33 PM

Resent: 9/15/2023 3:39:33 PM

Viewed: 9/15/2023 3:40:22 PM

Signed: 9/15/2023 3:53:43 PM

Signer Events	Signature	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Accepted: 9/15/2023 3:40:22 PM ID: 55486aa4-27aa-42ef-b1d2-cd5dbc36a1cb		
Marc Cunningham marc.cunningham@simivalleyusd.org Construction Project Manager Security Level: Email, Account Authentication (None)		Sent: 9/15/2023 3:53:45 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 9/14/2023 11:22:48 PM ID: 62d02de5-ca86-49a3-b822-c7f8b2abde1d		
Lori Rubenstein lori.rubenstein@simivalleyusd.org Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Accepted: 9/13/2023 4:36:59 PM ID: b19c04cf-bf54-44c8-af35-f14e2e74dafa		
Ron Todo ron.todo@simivalleyusd.org Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Accepted: 9/15/2023 3:22:20 PM ID: ae137e25-34ce-4182-b3da-3c8dc722f49b		
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	9/5/2023 12:19:19 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Required hardware and software**

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

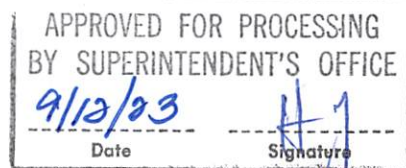
### **Acknowledging your access and consent to receive and sign documents electronically**

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

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

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





**TITLE: APPROVAL OF CHANGE ORDER NO. 1 FOR AGREEMENT NO. B23LS406 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND BALFOUR BEATTY CONSTRUCTION, LLC. FOR THE CLASSROOM RENOVATION PROJECT AT ROYAL HIGH SCHOOL**

Business & Facilities  
Consent #28

September 12, 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. Attached is Exhibit "A" that describes the changes, related costs, and justification for Change Order No. 1.

**Fiscal Analysis:**

\$ 860,969.00 Original LLB Contract  
\$ (63,135.85) Construction and Owner Contingency not used  
\$ (100,000.00) Abatement Contingency not used  
\$ 697,833.15 Revised Contract Amount, funded with Measure X funds

**Recommendation:**

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

On motion # 24 by Trustee LaBelle, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Change Order No.1 for the Royal High School Classroom Renovations Project, Bid No. B23LS406.

Ayes: Pine  
Smollen  
Tobran  
LaBelle  
Basdaryan Noes: 0 Absent: 0 Abstained: 0



## CHANGE ORDER

<b>Project Name:</b>	RHS Classroom Renovations - Phase 1	<b>Date:</b>	9/5/2023
<b>Site:</b>	Royal High School	<b>Change Order #:</b>	1
<b>Contract Date:</b>	6/16/2023	<b>Bid #:</b>	B23LS406
<b>Contractor:</b>	Balfour Beatty LLC	<b>PO #:</b>	P23 - 04886
<b>Address:</b>	13520 Evening Creek Drive North, Suite 270 San Diego, CA 92128	<b>DSA Application #:</b>	N/A
		<b>Board Date:</b>	9/12/2023

### THE CONTRACT IS CHANGED AS FOLLOWS:

The Contingency was not needed to perform abatement - Testing/Inspection determined there was no Hazardous materials present requiring abatement. The unused portion of Owner and Contractor Contingency is being credited back to the District.

<b>ORIGINAL ABATEMENT CONTINGENCY - Returned in full</b>	<b>\$</b>	<b>(100,000.00)</b>
<b>ORIGINAL OWNER CONTINGENCY</b>	<b>\$</b>	<b>(69,140.00)</b>
Approved Owner Contingency #1	<b>\$</b>	<b>21,917.15</b>
Contractor Contingency Balance to be returned	<b>\$</b>	<b>(47,222.85)</b>
<b>ORIGINAL CONSTRUCTION CONTINGENCY - Returned in full</b>	<b>\$</b>	<b>(15,913.00)</b>
<b>Total: \$</b>		<b>(163,135.85)</b>

ADJUSTMENTS TO CONTRACT			
Original Contract Amount:	\$ 860,969.00	Original Contract Completion Date:	08/07/23
Total Prior Change Orders:	\$ -	New Completion Date:	
Contract Sum Prior to this CO:	\$ 860,969.00	% for this Change Order	
Amount of this Change Order:	\$ (163,135.85)	% Total Cumulative Change Orders	
Revised Contract Amount:	\$ 697,833.15		

**\*SIGNATURES ON PAGE 2**



## CHANGE ORDER

<b>Project Name:</b>	RHS Classroom Renovations - Phase 1	<b>Date:</b>	9/5/2023
<b>Site:</b>	Royal High School	<b>Change Order #:</b>	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.

<p>_____ DENNIS KUYKENDALL Contractor</p>	<p>DocuSigned by: <i>Dennis Kuykendall</i> Signature B5D11722DFFB443...</p>	<p>_____ 9/6/2023 Date</p>
<p>_____ N/A Architect</p>	<p>_____ Signature</p>	<p>_____ Date</p>
<p>_____ JIM MCGREGOR Project Manager</p>	<p>DocuSigned by: <i>JM</i> Signature C56789123456789...</p>	<p>_____ 9/8/2023 Date</p>
<p>_____ MARC CUNNINGHAM Construction Project Manager</p>	<p>DocuSigned by: <i>Marc Cunningham</i> Signature 256789123456789...</p>	<p>_____ 9/8/2023 Date</p>
<p>_____ LORI RUBENSTEIN Bond Program Manager</p>	<p>DocuSigned by: <i>LORI RUBENSTEIN</i> Signature 156789123456789...</p>	<p>_____ 9/8/2023 Date</p>
<p>_____ RON TODO Associate Superintendent, Business &amp; Facilities</p>	<p>DocuSigned by: <i>RJ</i> Signature 08C40EB4F690455...</p>	<p>_____ 9/13/2023 Date</p>

DS  
*DN*

**Certificate Of Completion**

Envelope Id: F49587F10C834431BDA27173C299F14C

Status: Completed

Subject: Complete with DocuSign: RHS CR Phase 1 - Change Order #1.pdf

Source Envelope:

Document Pages: 2

Signatures: 5

Certificate Pages: 5

Initials: 1

AutoNav: Enabled

Enveloped Stamping: Enabled

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

Envelope Originator:

Bond Contracts

Simi Valley Unified School District

101 West Cochran Street

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.40

**Record Tracking**

Status: Original

9/6/2023 3:40:44 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**

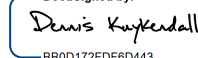
Dennis Kuykendall

DKuykendall@balfourbeattyus.com

Project Executive

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

DocuSigned by:



BB0D172FDF6D443...

Signature Adoption: Pre-selected Style

Using IP Address: 23.240.131.90

**Timestamp**

Sent: 9/6/2023 3:45:21 PM

Viewed: 9/6/2023 3:45:59 PM

Signed: 9/6/2023 3:54:16 PM

**Electronic Record and Signature Disclosure:**

Accepted: 9/6/2023 3:45:59 PM

ID: 33823f66-7b7a-4405-9244-70749a5acf57

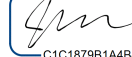
Jim McGregor

jim.mcgregor@simivalleyusd.org

Project Manager

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



C1C1879B1A4B495...

Signature Adoption: Drawn on Device

Using IP Address: 98.42.111.130

Signed using mobile

Sent: 9/6/2023 3:54:17 PM

Viewed: 9/8/2023 9:48:34 AM

Signed: 9/8/2023 9:48:43 AM

**Electronic Record and Signature Disclosure:**

Accepted: 9/8/2023 9:48:34 AM

ID: a1164cae-1f0e-4c09-a100-be96e8346396

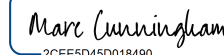
Marc Cunningham

marc.cunningham@simivalleyusd.org

Construction Project Manager

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



2CEE5D45D018490...

Signature Adoption: Pre-selected Style

Using IP Address: 47.144.31.37

Signed using mobile

Sent: 9/8/2023 9:48:44 AM

Viewed: 9/8/2023 10:02:47 PM

Signed: 9/8/2023 10:03:51 PM

**Electronic Record and Signature Disclosure:**

Accepted: 9/8/2023 10:02:47 PM

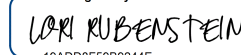
ID: 996f05e6-ff91-44ce-9f36-f5a070827ac1

LORI RUBENSTEIN

lori.rubenstein@simivalleyusd.org

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



19ADD8F59B9244E...

Signature Adoption: Pre-selected Style

Using IP Address: 75.82.11.185

Sent: 9/8/2023 10:03:53 PM

Viewed: 9/8/2023 10:07:58 PM

Signed: 9/8/2023 10:08:27 PM

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

Electronic Record and Signature Disclosure:  
 Accepted: 9/8/2023 10:07:58 PM  
 ID: c1dbe536-930e-4f27-937b-b1e342b85c9f

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

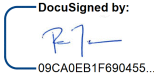


Sent: 9/8/2023 10:08:28 PM  
 Viewed: 9/13/2023 2:21:07 PM  
 Signed: 9/13/2023 2:21:17 PM

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

Electronic Record and Signature Disclosure:  
 Accepted: 9/13/2023 2:21:06 PM  
 ID: 7ce0b635-0b00-471d-930e-1e9e550df14c

Ron Todo  
 ron.todo@simivalleyusd.org  
 Associate Superintendent  
 Simi Valley Unified  
 Security Level: Email, Account Authentication (None)



Sent: 9/13/2023 2:21:18 PM  
 Viewed: 9/13/2023 4:06:15 PM  
 Signed: 9/13/2023 4:06:20 PM

Signature Adoption: Uploaded Signature Image  
 Using IP Address: 207.157.143.39

Electronic Record and Signature Disclosure:  
 Accepted: 9/13/2023 4:06:15 PM  
 ID: be3bbd46-d56a-446f-be24-a00f52eae26d

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	9/6/2023 3:45:21 PM
Certified Delivered	Security Checked	9/13/2023 4:06:15 PM
Signing Complete	Security Checked	9/13/2023 4:06:20 PM
Completed	Security Checked	9/13/2023 4:06:20 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Required hardware and software**

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

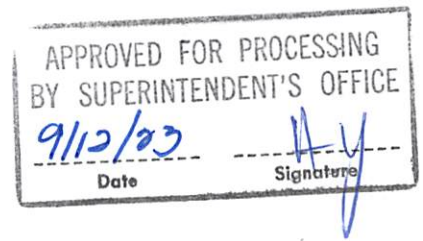
### **Acknowledging your access and consent to receive and sign documents electronically**

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

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

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





**TITLE: AWARD OF LEASE LEASEBACK CONTRACTS**

Business & Facilities  
Informational #1

September 12, 2023  
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent  
Business & Facilities

**Royal High School Project:**

On August 17, 2021, the Board adopted the procedures and guidelines for the award of lease-leaseback (LLB) contracts. On November 30, 2021, a Request for Proposals was issued seeking preconstruction and lease-leaseback services for the Royal High School Modernization Projects. The RFP set forth the criteria, based on qualifications and price, and the method in which the proposals were to be evaluated. The District received four proposals and, after scoring the proposals and interviewing the firms, Balfour Beatty Construction, LLC received the highest score, and is therefore the best value to the District. On January 18, 2022 the Board of Education approved Balfour Beatty Construction, LLC as the Lease Leaseback (LLB) Contractor for the projects at Royal High School and amended the approval on March 14, 2023 to incorporate the Simi Valley High School MPR / Kitchen / Classroom Bldg.

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

The Kitchen Modernization Project, Phase I at Simi Valley High School, Consent #13

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

On May 17, 2022, the Board of Education approved the Nazerian Group as a Lease Leaseback (LLB) Contractor for various projects throughout the District. The Nazerian Group will be providing materials and installation for the Royal HS MPR Audio Package, as the LLB Contractor.

The District requested a GMP proposal, from the Nazerian Group, for the Royal MPR Audio Package, Consent #26

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