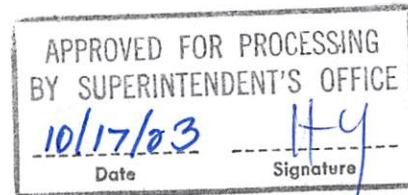


SimiValleySchools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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



TITLE: APPROVAL OF AGREEMENT NO. R24-01599 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NV5 WEST, INC. FOR TESTING LABORATORY SERVICES FOR THE SECURITY FENCING PROJECT AT SINALOA MIDDLE SCHOOL

Business & Facilities
Consent #4

October 17, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

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

Fiscal Analysis

\$4,600.00 Estimated Fee, paid by Measure X funds.

Recommendation

This item is presented for Board of Education approval.

On motion # 39 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 of Agreement No. R24-01599 with NV5 West, Inc. for the Testing Laboratory Services for the Security Fencing project at Sinaloa Middle School.

Ayes: Jubran
Pine
Smollen
LaBelle
Bandasanyan
Noes: A Absent: A Abstained: 0

**PROJECT ASSIGNMENT AMENDMENT
R24-01599 TO
AGREEMENT FOR ON-GOING LABORATORY OF RECORD SERVICES #005058-409-G**

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

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

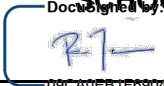
Whereas, this PAA sets forth the specific terms and conditions applicable to the District assignment of the Assigned Project to the LOR for completion of LOR Services as enumerated herein.

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

1. **Assigned Project Description.** The Assigned Project is described as follows: The Security Fencing at Sinaloa Middle School.
2. **Assigned Project Form 103.** DSA Form 103 setting forth the tests/inspections to be completed for construction materials to be incorporated into the Assigned Project is attached hereto as PAA Attachment 1 and incorporated by this reference.
3. **Assigned Project LOR Services.** The LOR shall complete all of the tests/inspections for all construction materials noted in the Assigned Project DSA Form 103 attached hereto, except for the following: None.
4. **Assigned Project Contract Price.** The Contract Price for completion of the Assigned Project LOR Services is based on the pricing for tests/inspections included within the LOR Services as set forth in PAA Attachment 2 – For Fee Only, **for \$4,600.00.**
5. **Agreement Terms.** All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

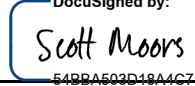
The District and LOR have executed this PAA as of the date set forth above

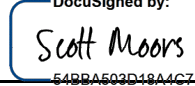
"District"
**SIMI VALLEY UNIFIED
SCHOOL DISTRICT**

By: 
09CA0EB1F690435...

Title: Associate Superintendent

"LOR"

DocuSigned by:


By: 
542BA503D18A4C7...

Title: Vice President

Date: 9/20/2023

DS


PAA Attachment 1

DSA FORM 103

Not Applicable

Attachment A - For Fee Only



August 30, 2023

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

Proposal No: 2023.06.0145

ATTENTION: Desiree Rask

**SUBJECT: Proposal for Materials Testing and Inspection Services for the Sinaloa M.S. -
 Security Fence Improvements, 601 Royal Ave., Simi Valley, CA 93063**

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

Scope of Work and Cost Estimate

	Rate	Units	Total
Soils:			
Sr. Soil Technician	\$ 115 hr	12	\$ 1,380.00
Max Density (base)	\$ 295 ea	1	\$ 295.00
Max Density (soil)	\$ 240 ea	1	\$ 240.00
Nuclear Gauge	\$ 40 dy	3	\$ 120.00
Field Vehicle	\$ 65 dy	5	\$ 325.00
ACI Concrete Technician <i>(if required)</i>	\$ 110 hr	8	\$ 880.00
Concrete compression tests (5 cys. per set)	\$ 16 ea	10	\$ 160.00
Concrete sample pickup	\$ 80 hr	4	\$ 320.00
Miscellaneous:			
Certified Payroll	\$ 45 wk	3	\$ 135.00
Trip Charge	\$ 35 ea	5	\$ 175.00
Sr. Engineer	\$ 190 hr	3	\$ 570.00
TOTAL:			\$ 4,600.00

Assumptions:

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

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

Respectfully Submitted,
NV5 West, Inc.

Client Service Manager

Reviewed By,

Scott Moors, CEG 1901
 Vice President

Attachment: SVUSD 2023 Fee Schedule

2023 FEE SCHEDULE – SIMI VALLEY USD

GENERAL TERMS & CONDITIONS

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

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

- Travel** - Hourly travel is charged portal-to-portal for technicians. Travel charges may be waived for special inspectors within 25 miles of our laboratory. Mileage/Trip Charges charged at rates listed below.
- Per Diem** - Per diem will be charged at 1.1 times the Federal (GSA) rate for all out-of-town assignments unless otherwise arranged.
- Project Management & Report Distribution** - All assignments are under the supervision of a Registered Professional Engineer. Engineering time of 0.1 hour per inspection day or ½-hour/week (min) will be invoiced for scheduling, management, & report review.
- Outside Services / Drillers-CPT / Subcontractors** - Cost plus 15%.
- Prevailing Wage** - Client shall notify NV5, in writing, of any requirement for payment of California Prevailing Wage or other predetermined wage condition. Client agrees to indemnify NV5 against all costs related Client's failure to notify NV5 of wage requirements.
- Sample Disposition** - Unless previously arranged, all samples will be disposed upon completion of testing. Samples suspected of contamination will be held pending disposition by Client. Samples may be archived for a specified period for an agreed monthly fee - typically \$5/mo per ring/tube sample, \$10/mo AC box, \$15/mo bulk.
- Certified Payroll** - A \$45 per week, per project processing fee for Certified Payroll will be assessed on Prevailing Wage Projects.
- Escalation** - Listed rates are subject to annual escalation in accordance with NV5 Ventura's published annual Fee Schedule. Prevailing Wage Rates will escalate at the % increase in mandated Prevailing Wage.

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

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

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

B. Technical Staff	Prevailing Wage	Standard
ICC Special Inspector I / Soil-Asphalt-ACI Technician I	\$ 105	\$ 96
ICC Special Inspector II / Soil-Asphalt-ACI Technician II	\$ 110	\$ 106
ICC Special Inspector III / Soil-Asphalt-ACI Technician III	\$ 115	\$ 116
AWS Certified Welding Inspector I	\$ 110	\$ 100
AWS Certified Welding Inspector II	\$ 115	\$ 110
Roofing/Waterproofing Inspector I	\$ 115	\$ 100
Roofing/Waterproofing Inspector II	\$ 120	\$ 110
NDT Technician I (UT/Mag Part./Dye Pen.)	\$ 115	\$ 100
NDT Technician II (UT/Mag Part./Dye Pen.)	\$ 120	\$ 110

C. Public Works/DSA/OSHPD Inspection	Standard
Project Inspector / OSHPD IOR C, DSA PI III	\$ 110
Project Inspector / OSHPD IOR B, DSA PI II	\$ 120
Project Inspector / OSHPD IOR A, DSA PI I	\$ 130
DSA Masonry / Shotcrete Inspection I	\$ 115
DSA Masonry / Shotcrete Inspection II	\$ 120

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

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

F. Support Staff & Special Services

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

II. MATERIALS AND EQUIPMENT

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



2023 FEE SCHEDULE - SVUSD

III. LAB TESTS: AGGREGATE, SOIL, & STONE

A Soils - Geotechnical

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

B Particle Size Analysis

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

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

C Moisture Density Relationship

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

D Aggregate, Soil & Rock

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

E Lime Treatment / Soil Cement / CTB Tests

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

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

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

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A Cement

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

B Concrete

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

C Masonry

1. Absorption - brick, 5 required – ASTM C67 ^D	\$ 85
2. Absorption - masonry unit, 3 required – ASTM C140 ^D	\$ 66
3. Compression, brick, 5 required – ASTM C67 ^D	\$ 55
4. Compression - masonry core ^C	\$ 62
5. Compression - masonry prisms 8"x8" – ASTM C1314 ^D	\$ 195
6. Compression - masonry unit, 3 required – ASTM C140 ^D	\$ 100
(requires absorption/unit weight tests for net area)	
7. Dimensions – masonry unit, 3 required ^D	\$ 60
8. Compression test, grout specimens	\$ 45
9. Compression test, mortar specimens	\$ 45
10. Diamond sawing of masonry specimens, if required (minimum)	\$ 32
11. Linear shrinkage, masonry unit, set of 3 – ASTM C426 ^E	\$ 545
12. Masonry Unit Acceptance Tests – ASTM C140 ^D	\$ 685
(includes absorption, compression, dimensions, unit weight)	
13. Mortar Aggregate Ratio – ASTM C780 (A4) ^B	\$ 382
14. Modulus of rupture, brick, 5 required – ASTM C67 ^D	\$ 128
15. Moisture content - masonry unit (as received), 3 req'd – ASTM C140 ^D	\$ 55
16. Relative Mortar Strength - CTM 515 ^D	\$ 495
17. Sample Pickup – Grout, Mortar (per specimen)	\$ 35
18. Sample Pickup – Masonry Prism (per specimen)	\$ 90
19. Shear test on masonry core – CBC 2105A.4 ^B	\$ 127
20. Tensile test on masonry block	\$ 495
21. Unit weight, masonry unit, 3 required – ASTM C140 ^D	\$ 66
22. Veneer Shear Test – ASTM C482 ^D (5 required)	\$ 220
23. Visual Examination & Photo-Document Core – CBC 2105A.4 ^B	\$ 55



NV5 WEST, INC. (Ventura, CA)

2023 FEE SCHEDULE - SVUSD

V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

A General Testing

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

B Reinforcing Steel

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

C Structural Steel

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

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

D High Strength Bolts

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

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

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

VII. ASPHALT & ASPHALTIC CONCRETE

A Emulsions And Slurry Seals

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

B Asphaltic Concrete, Aggregate And Mixes

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

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

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

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

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



Certificate Of Completion

Envelope Id: 6B55F0986F06473B946AADFAAC91F967

Status: Completed

Subject: Complete with DocuSign: Sinaloa Security Fencing - NV5 PAA R24-01599.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 & Canada)

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

9/8/2023 2:22:40 PM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

Signer Events

Scott Moors

scott.moors@nv5.com

Vice President

NV5 West, Inc.

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

DocuSigned by:


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Using IP Address: 12.244.93.90**Timestamp**

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Viewed: 9/20/2023 3:13:28 PM

Signed: 9/20/2023 3:13:39 PM

Electronic Record and Signature Disclosure:

Accepted: 9/20/2023 3:13:28 PM

ID: ed49982b-db63-493c-bbd6-206c136fbb60

Maria Nieto

maria.nieto@simivalleyusd.org

Security Level: Email, Account Authentication
(None)
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MNSignature Adoption: Pre-selected Style
Using IP Address: 207.157.143.2

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Electronic Record and Signature Disclosure:

Accepted: 9/20/2023 3:20:27 PM

ID: 0be49d35-f9a9-4fd2-8bec-3f91be2eb4a0

Ron Todo

ron.todo@simivalleyusd.org

Associate Superintendent

Simi Valley Unified

Security Level: Email, Account Authentication
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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/8/2023 2:25:48 PM
Certified Delivered	Security Checked	10/18/2023 7:13:54 PM
Signing Complete	Security Checked	10/18/2023 7:14:00 PM
Completed	Security Checked	10/18/2023 7:14:00 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Simi Valley Unified School District:

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

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

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

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

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

To request paper copies from Simi Valley Unified School District

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

To withdraw your consent with Simi Valley Unified School District

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

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

Required hardware and software

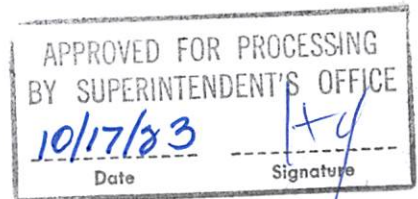
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



TITLE: RATIFICATION OF AGREEMENT NO. R24-01598 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NV5 WEST, INC. FOR TESTING LABORATORY SERVICES FOR THE SECURITY FENCING PROJECT AT VALLEY VIEW MIDDLE SCHOOL

Business & Facilities
Consent #5

October 17, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
 Business & Facilities

Background Information

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

Fiscal Analysis

\$4,600.00 Estimated Fee, paid by Measure X funds.

Recommendation

This item is presented for Board of Education approval.

On motion # 39 by Trustee LaBelle, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education, by a roll-call vote, ratified Agreement No. R24-01598 with NV5 West, Inc. for the Testing Laboratory Services for the Security Fencing project at Valley View Middle School.

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

**PROJECT ASSIGNMENT AMENDMENT
R24-01598 TO
AGREEMENT FOR ON-GOING LABORATORY OF RECORD SERVICES #005058-409-G**

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

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

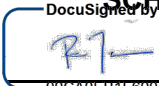
Whereas, this PAA sets forth the specific terms and conditions applicable to the District assignment of the Assigned Project to the LOR for completion of LOR Services as enumerated herein.

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

1. **Assigned Project Description.** The Assigned Project is described as follows: The Security Fencing at Valley View Middle School.
2. **Assigned Project Form 103.** DSA Form 103 setting forth the tests/inspections to be completed for construction materials to be incorporated into the Assigned Project is attached hereto as PAA Attachment 1 and incorporated by this reference.
3. **Assigned Project LOR Services.** The LOR shall complete all of the tests/inspections for all construction materials noted in the Assigned Project DSA Form 103 attached hereto, except for the following: None.
4. **Assigned Project Contract Price.** The Contract Price for completion of the Assigned Project LOR Services is based on the pricing for tests/inspections included within the LOR Services as set forth in PAA Attachment 2 – For Fee Only, **for \$4,600.00.**
5. **Agreement Terms.** All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.


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

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

By: 
09CA0EB1F690455...

Title: Associate Superintendent

"LOR"

DocuSigned by:

54BBA503D18A4C7

By: _____

Title: Vice President

Date: 9/10/2023

DS


PAA Attachment 1

DSA FORM 103

Not Applicable

Attachment A - For Fee Only



August 30, 2023

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

Proposal No: 2023.06.0144

ATTENTION: Desiree Rask

SUBJECT: Proposal for Materials Testing and Inspection Services for the Valley View M.S. - Security Fence Improvements, 3347 Tapo St., Simi Valley, CA 93063

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

Scope of Work and Cost Estimate

	Rate	Units	Total
Soils:			
Sr. Soil Technician	\$ 115 hr	12	\$ 1,380.00
Max Density (base)	\$ 295 ea	1	\$ 295.00
Max Density (soil)	\$ 240 ea	1	\$ 240.00
Nuclear Gauge	\$ 40 dy	3	\$ 120.00
Field Vehicle	\$ 65 dy	5	\$ 325.00
ACI Concrete Technician <i>(if required)</i>	\$ 110 hr	8	\$ 880.00
Concrete compression tests (5 cys. per set)	\$ 16 ea	10	\$ 160.00
Concrete sample pickup	\$ 80 hr	4	\$ 320.00
Miscellaneous:			
Certified Payroll	\$ 45 wk	3	\$ 135.00
Trip Charge	\$ 35 ea	5	\$ 175.00
Sr. Engineer	\$ 190 hr	3	\$ 570.00
TOTAL:			\$ 4,600.00

Assumptions:

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


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

Respectfully Submitted,
NV5 West, Inc.



 Client Service Manager

Reviewed By,



 Scott Moors, CEG 1901
 Vice President

Attachment: SVUSD 2023 Fee Schedule


NV5 WEST, Inc.

1868 Palma Drive, Suite A, Ventura, CA 93003 | 805.656.6074 | www.NV5.com

2023 FEE SCHEDULE – SIMI VALLEY USD

GENERAL TERMS & CONDITIONS

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

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

- Travel** - Hourly travel is charged portal-to-portal for technicians. Travel charges may be waived for special inspectors within 25 miles of our laboratory. Mileage/Trip Charges charged at rates listed below.
- Per Diem** - Per diem will be charged at 1.1 times the Federal (GSA) rate for all out-of-town assignments unless otherwise arranged.
- Project Management & Report Distribution** - All assignments are under the supervision of a Registered Professional Engineer. Engineering time of 0.1 hour per inspection day or ½-hour/week (min) will be invoiced for scheduling, management, & report review.
- Outside Services / Drillers-CPT / Subcontractors** - Cost plus 15%.
- Prevailing Wage** - Client shall notify NV5, in writing, of any requirement for payment of California Prevailing Wage or other predetermined wage condition. Client agrees to indemnify NV5 against all costs related Client's failure to notify NV5 of wage requirements.
- Sample Disposition** - Unless previously arranged, all samples will be disposed upon completion of testing. Samples suspected of contamination will be held pending disposition by Client. Samples may be archived for a specified period for an agreed monthly fee - typically \$5/mo per ring/tube sample, \$10/mo AC box, \$15/mo bulk.
- Certified Payroll** - A \$45 per week, per project processing fee for Certified Payroll will be assessed on Prevailing Wage Projects.
- Escalation** - Listed rates are subject to annual escalation in accordance with NV5 Ventura's published annual Fee Schedule. Prevailing Wage Rates will escalate at the % increase in mandated Prevailing Wage.

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

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

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

B. Technical Staff	Prevailing Wage	Standard
ICC Special Inspector I / Soil-Asphalt-ACI Technician I	\$ 105	\$ 96
ICC Special Inspector II / Soil-Asphalt-ACI Technician II	\$ 110	\$ 106
ICC Special Inspector III / Soil-Asphalt-ACI Technician III	\$ 115	\$ 116
AWS Certified Welding Inspector I	\$ 110	\$ 100
AWS Certified Welding Inspector II	\$ 115	\$ 110
Roofing/Waterproofing Inspector I	\$ 115	\$ 100
Roofing/Waterproofing Inspector II	\$ 120	\$ 110
NDT Technician I (UT/Mag Part./Dye Pen.)	\$ 115	\$ 100
NDT Technician II (UT/Mag Part./Dye Pen.)	\$ 120	\$ 110

C. Public Works/DSA/OSHPD Inspection	Standard
Project Inspector / OSHPD IOR C, DSA PI III	\$ 110
Project Inspector / OSHPD IOR B, DSA PI II	\$ 120
Project Inspector / OSHPD IOR A, DSA PI I	\$ 130
DSA Masonry / Shotcrete Inspection I	\$ 115
DSA Masonry / Shotcrete Inspection II	\$ 120

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

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

F. Support Staff & Special Services

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

II. MATERIALS AND EQUIPMENT

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



2023 FEE SCHEDULE - SVUSD

III. LAB TESTS: AGGREGATE, SOIL, & STONE

A Soils - Geotechnical

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

B Particle Size Analysis

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

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

C Moisture Density Relationship

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

D Aggregate, Soil & Rock

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

E Lime Treatment / Soil Cement / CTB Tests

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

12. Cement Treated Base – Stability (3)	\$ 555
-----------------------------------------	--------

F Rip Rap / Rock Slope Protection / Dimensional Stone Tests

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

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A Cement

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

B Concrete

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

C Masonry

1. Absorption - brick, 5 required – ASTM C67 ^D	\$ 85
2. Absorption - masonry unit, 3 required – ASTM C140 ^D	\$ 66
3. Compression, brick, 5 required – ASTM C67 ^D	\$ 55
4. Compression - masonry core ^C	\$ 62
5. Compression - masonry prisms 8"x8" – ASTM C1314 ^D	\$ 195
6. Compression - masonry unit, 3 required – ASTM C140 ^D	\$ 100
(requires absorption/unit weight tests for net area)	
7. Dimensions – masonry unit, 3 required ^D	\$ 60
8. Compression test, grout specimens	\$ 45
9. Compression test, mortar specimens	\$ 45
10. Diamond sawing of masonry specimens, if required (minimum)	\$ 32
11. Linear shrinkage, masonry unit, set of 3 – ASTM C426 ^E	\$ 545
12. Masonry Unit Acceptance Tests – ASTM C140 ^D	\$ 685
(includes absorption, compression, dimensions, unit weight)	
13. Mortar Aggregate Ratio – ASTM C780 (A4) ^B	\$ 382
14. Modulus of rupture, brick, 5 required – ASTM C67 ^D	\$ 128
15. Moisture content - masonry unit (as received), 3 req'd – ASTM C140 ^D	\$ 55
16. Relative Mortar Strength - CTM 515 ^D	\$ 495
17. Sample Pickup – Grout, Mortar (per specimen)	\$ 35
18. Sample Pickup – Masonry Prism (per specimen)	\$ 90
19. Shear test on masonry core – CBC 2105A.4 ^B	\$ 127
20. Tensile test on masonry block	\$ 495
21. Unit weight, masonry unit, 3 required – ASTM C140 ^D	\$ 66
22. Veneer Shear Test – ASTM C482 ^D (5 required)	\$ 220
23. Visual Examination & Photo-Document Core – CBC 2105A.4 ^B	\$ 55



2023 FEE SCHEDULE - SVUSD

V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

A General Testing

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

B Reinforcing Steel

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

C Structural Steel

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

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

D High Strength Bolts

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

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

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

VII. ASPHALT & ASPHALTIC CONCRETE

A Emulsions And Slurry Seals

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

B Asphaltic Concrete, Aggregate And Mixes

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

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

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

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

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



Certificate Of Completion

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Status: Completed

Subject: Complete with DocuSign: VVMS Security Fencing - NV5 PAA R24-01598.pdf

Source Envelope:

Document Pages: 6

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 1

Bond Contracts

AutoNav: Enabled

Simi Valley Unified School District

Envelopeld Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

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Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

Signer Events

Scott Moors

scott.moors@nv5.com

Vice President

NV5 West, Inc.

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

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Electronic Record and Signature Disclosure:

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Maria Nieto

maria.nieto@simivalleyusd.org

Security Level: Email, Account Authentication
(None)
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MNSignature Adoption: Pre-selected Style
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Ron Todo

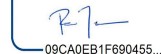
ron.todo@simivalleyusd.org

Associate Superintendent

Simi Valley Unified

Security Level: Email, Account Authentication
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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/8/2023 3:59:05 PM
Certified Delivered	Security Checked	9/19/2023 4:57:49 PM
Signing Complete	Security Checked	9/19/2023 4:57:52 PM
Completed	Security Checked	9/19/2023 4:57:52 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Withdrawing your consent

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

Consequences of changing your mind

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

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

How to contact Simi Valley Unified School District:

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

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

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

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

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

To withdraw your consent with Simi Valley Unified School District

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

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

Required hardware and software

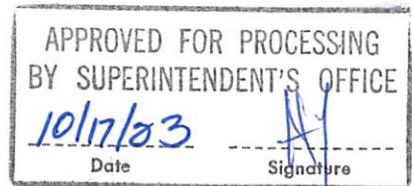
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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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.

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- 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. B23FS391 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND ARDALAN CONSTRUCTION, FOR THE CLASSROOM RENOVATION PROJECT AT BERYLWOOD ES

Business & Facilities
Consent #8

October 17, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On January 17, 2023 the Board of Education approved Ardalan Construction as the lowest bid Contractor for the classroom renovation project at Berylwood ES.

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

Fiscal Analysis:

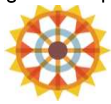
\$ 1,061,500.00 Original Contract
\$ 33,762.50 Change Order #1
\$ 1,095,262.50 Revised Contract Amount

Recommendation:

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

On motion # 39 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 Berlywood ES Project, Bid No. B23FS391.

Ayes: Urban
Pine
Smollen
LaBelle
Bogdanosyan
Noes: 0 Absent: 0 Abstained: 0



CHANGE ORDER

Project Name:	Classroom renovation	Date:	9/28/2023
Site:	Berylwood ES	Change Order #:	1
Contract Date:	1/17/2023	Bid #:	B23FS391
Contractor:	Ardalan Construction Company, INC.	PO #:	P23-02893
Address:	8 E. Gainsborough Rd. Thousand Oaks, CA 91360	DSA Application #:	N/A
		Board Date:	10/17/2023

THE CONTRACT IS CHANGED AS FOLLOWS:

During the Course of construction, changes became necessary to complete the project successfully.

COP #17R1, phase 3, removal and reinstallation of 7 smart boards and Misc items	\$	6,617.87
COP #19, Phase 4, new tackboard fabric in room 302	\$	3,027.46
COP #20R1, Phase 3, rerout power in K1 and K3 for IDF and speaker	\$	2,640.23
COP #22R1, Phase 4, additional paint, bolt, repair, and installation	\$	6,710.68
COP #23, phase 4, Additional prep for Dryfix.	\$	7,753.91
Cop #24, phase 5, abatement on walls behind boards.	\$	5,167.95
COP #21, Phase 4, Electrical changes	\$	2,239.58
PROJECT ALLOWANCE	\$	96,500.00
Allowance #1	\$	29,969.60
Allowance #2	\$	23,390.70
Allowance #3	\$	37,576.57
Allowance #4	\$	5,167.95
Project Allowance Balance	\$	(395.18)
Total:	\$	33,762.50

ADJUSTMENTS TO CONTRACT			
Original Contract Amount:	\$ 1,061,500.00	Original Contract Completion Date:	02/01/24
Total Prior Change Orders:	\$ -	New Completion Date:	02/01/24
Contract Sum Prior to this CO:	\$ 1,061,500.00	% for this Change Order	3%
Amount of this Change Order:	\$ 33,762.50	% Total Cumulative Change Orders	3%
Revised Contract Amount:	\$ 1,095,262.50		

***SIGNATURES ON PAGE 2**


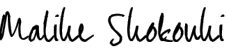





CHANGE ORDER

Project Name:	Classroom renovation	Date:	9/28/2023
Site:	Berylwood ES	Change Order #:	1

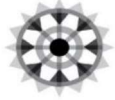
The undersigned Contractor agrees with the foregoing changes to the Contract price and time allowed for completion of the Work, and agrees to furnish all labor, materials, service, and perform all work necessary to complete any additional work specified herein. Changes to the Contract shall only be effective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

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

<div style="border-bottom: 1px solid black; padding-bottom: 5px;">TAMMY LEE</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Contractor</div>	<div>DocuSigned by:</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">  </div> <div>Signature</div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;">10/3/2023</div> <div>Date</div>
<div style="border-bottom: 1px solid black; padding-bottom: 5px;">Architect</div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"></div> <div>Signature</div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"></div> <div>Date</div>
<div style="border-bottom: 1px solid black; padding-bottom: 5px;">MALIHE SHOKOUHI</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Project Coordinator</div>	<div>DocuSigned by:</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">  </div> <div>Signature</div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;">10/18/2023</div> <div>Date</div>
<div style="border-bottom: 1px solid black; padding-bottom: 5px;">MARC CUNNINGHAM</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Construction Project Manager</div>	<div>DocuSigned by:</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">  </div> <div>Signature</div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;">10/18/2023</div> <div>Date</div>
<div style="border-bottom: 1px solid black; padding-bottom: 5px;">LORI RUBENSTEIN</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Bond Program Manager</div>	<div>DocuSigned by:</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">  </div> <div>Signature</div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;">10/18/2023</div> <div>Date</div>
<div style="border-bottom: 1px solid black; padding-bottom: 5px;">RON TODO</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Associate Superintendent, Business & Facilities</div>	<div>DocuSigned by:</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">  </div> <div>Signature</div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;">10/18/2023</div> <div>Date</div>

DS





SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

School Name: **Berylwood Elementary School**
 Project Name: **Classroom Renovation**
 To: *Civil Project* **Malihe Shokouhi**
 From: *Coordinator* **Ardalan Construction Company, Inc.**

Date: **July 21, 2023**
 COP Number: **17R1**
 Project Number: **P23-02893/X016-02-22**
 Bid Number: **B23FS391**

Description of Work:

Misc. Additional Items during Phase 3 (100 and K buildings)

WORK PERFORMED OTHER THAN BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$ -	
(e)	Add overhead and profit for any and all tiers of Subcontractor , the total not to exceed ten percent (10%) of Item (d)	\$ -	
(f)	Subtotal	\$ -	
(g)	Add overhead and profit for Contractor , not to exceed five percent (5%) of Item (d)	\$ -	
(h)	Subtotal	\$ -	
(i)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$ -	
(j)	TOTAL	\$ -	
(k)	Time (zero unless indicated)	0	Calendar Days
WORK PERFORMED BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)	\$ -	
(b)	Add Labor (attach itemized hours and rates, fully encumbered)	\$ 5,053.05	
(c)	Add Equipment (attach suppliers' invoice)	\$ 603.25	
(d)	Subtotal	\$ 5,656.30	
(e)	Add overhead and profit for Contractor , not to exceed fifteen percent (15%) of Item (d)	\$ 848.45	
(f)	Subtotal	\$ 6,504.75	
(g)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$ 113.13	
(h)	TOTAL	\$ 6,617.87	
	Amount of this COP	\$ 6,617.87	
(i)	Time (zero unless indicated)	0	Calendar Days

☐ The proposal would ☐ Increase ☐ Decrease the Contract Time by **0** Calendar Days.

☒ The proposal does NOT affect the Contract Time.

Tammy Lee

Contractor's Signature:

Tammy Lee, Project Manager

Printed Name & Title

July 21, 2023

Date

Provide all supporting documentation as required by the Contract Documents



8 E. Gainsborough Rd., Thousand Oaks, CA 91360
 T. 805-496-7273, F. 805-496-7310
 CA Lic. 893121

PROPOSED CHANGE ORDER (PCO)

Project Name: **Berylwood ES Classroom Renovation**
 Owner Name: **Simi Valley Unified School District**
 To: **Malihe Shokouhi**
 From: **Ardalan Construction Company, Inc.**

Date: **July 21, 2023**
 PCO Number: **17R1**

Description of Work:

This proposal is for the misc. items that were added to our scope of work during phase 3 (100 and k building). Please see attached breakdown.

A. Subcontractor Cost of the Work:

_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	\$ -	
_____	\$ -	Subtotal A: \$ -

B. Contractor Cost of the Work:

Labor Costs (See attached supporting documentation.)	\$ 5,053.05	
Materials and Equipment (See attached supporting documentation.)	\$ 603.25	
Consultant Costs (See attached supporting documentation.)	\$ -	
Supplemental Costs (See attached supporting documentation.)	\$ -	Subtotal B: \$ 5,656.30

C. Contractor Fee: (As per General Conditions)

15% GC Work Only	Subtotal C: \$ 848.45
Bond & Insurance Fee	Subtotal D: \$ 113.13
	Total: \$ 6,617.87

☐ The proposal would ☐ Increase ☐ Decrease the Contract Time by **0** calendar days.

*** See Worksheet Notes**

☒ The proposal does NOT affect the Contract Time.

Tammy Lee

Contractor's Signature - Ardalan Construction Co.

Tammy Lee, Project Manager

Printed Name & Title

7/21/2023



WORKSHEET

PCO 17R1

Date: 7/21/2023

Owner: SVUSD

Project: Berylwood ES Classroom Renovation

RE:

Item	Description of Work	Hours	Rate	Labor	Material	Fees/Equip	Sub Cost
Ardalan Construction							
1	Painting wall under windows in 406 for the agreed lump sum price of \$885/classroom			\$ 758.00			
2	Installation of 1/2" plywood for 6"x12" backing behind the Fire Extinguishers per RFI #6. Used material purchased from phase 1. Went back to 406 to remove and reinstall fire extinguisher to a different location.	3	\$ 101.47	\$ 304.41			
3	Bolting New Furniture to the walls and installing Flag Pole Holders. This includes going back to phase 1 and 2 to secure all filing cabinets. (2) M, (1.5) Days	24	\$ 101.47	\$ 2,435.28			
4	Removal and Reinstallation of (7) smartboards. Does not include calibration or the one smart board in our contract.	16	\$ 97.21	\$ 1,555.36			
5	Forklift Rental - 1 day					\$ 603.25	
				\$ 5,053.05	\$ -	\$ 603.25	\$ -
Subtotal with NO markup:							\$ 5,656.30

Notes:

1. This proposal request is an estimate and does not include cost of un-knowns or impacts to the project. Ardalan reserves the right to revise or modify this proposal in case other facts are discovered or conditions are changed.
2. Any additional work has some degree of time impact whether it is reflected on this form or not. This PCO does not include complete cost of office and field overhead. It is unreasonable to expect this form to be all inclusive of known and unknown costs and impacts. As stated in Note 1 above, we reserve the right to re-evaluate the impacts of changes. If this is unacceptable to the Owner, then they should not ask Ardalan Construction to perform any additional work.

**SUNBELT
RENTALS®****INVOICE**
SEND ALL PAYMENTS TO:SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211**INVOICE NO.** 141389391-0001**ACCOUNT NO.** 709794**INVOICE DATE** 7/05/23**PAGE** 1 of 1**INVOICE TO**

1oz - 4188 - 4226

ARDALAN CONSTRUCTION COMPANY,
8 E GAINSBOROUGH RD
THOUSAND OAKS, CA 91360-3552**JOB ADDRESS**ARDALAN CONSTRUCTION COMPANY,
2300 HEYWOOD ST
SIMI VALLEY, CA 93065 3622

805-496-7273

RECEIVED BY

CASTRO, VICTOR

CONTRACT NO.

141389391

PURCHASE ORDER NO.

NR

JOB NO.

5 - ARDALAN CONSTRUC

BRANCHFILLMORE CA PC1409
955 W VENTURA ST
FILLMORE, CA 93015 1756
805-275-5543

QTY	EQUIPMENT #	Min	Day	week	4 week	Amount
1.00	5.5K 19' TELEHANDLER FORKLIFT 871750 Make: GENIE Model: GTH5519 Ser #: GTH5516M-4988 HR OUT: 1661.000 HR IN: 1663.950 TOTAL: 2.950 Billed from 6/29/23 thru 7/05/23	525.00	525.00	1450.00	3655.00	1450.00
Rental Sub-total:						1450.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	CAHERS1	EA	10.880			10.88
1	CA .75% HEAVY EQUIP. RENTAL TAX	EA	64.350			64.35
1	DLPKSRCHG	EA	28.270			28.27
1	TRANSPORTATION SURCHARGE	EA	13.000			65.00
1	ENVIRONMENTAL	EA				
1	ENVIRONMENTAL/HAZMAT FEE 2133XXX0000	EA				
5	DIESEL	EA				
	DIESEL 2141XXX0000					
	DELIVERY CHARGE					165.00
	PICKUP CHARGE					165.00
QTY	EQUIPMENT #	Min	Day	week	4 week	Amount
FINAL BILL: 6/29/23 02:00 PM THRU 7/05/23 11:12 AM.						

Equipment. Service. Guaranteed.**REMIT TO:**SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211**NET 30**Invoices not paid within 30 days may be subject to a 1-1/2%
per month charge.

GAIL BARRIOS gail.barrios@sunbeltrentals.com

SUBTOTAL

1,948.50

SALES TAX

138.23

INVOICE TOTAL

2,086.73

RENTAL RETURN

**INVOICE**

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NUMBER	141389391-0002
ACCOUNT NUMBER	709794
INVOICE DATE	7/11/23
PAGE	1

INVOICE TO

ARDALAN CONSTRUCTION COMPANY,
8 E GAINSBOROUGH RD
THOUSAND OAKS, CA 91360-3552

JOB ADDRESS

2300 HEYWOOD ST, SIMI VALLEY
ARDALAN CONSTRUCTION COMPANY,
2300 HEYWOOD ST
SIMI VALLEY, CA 93065 3622

C#: 805-496-7273 J#: 805-496-7273

RECEIVED BY

CASTRO, VICTOR

CONTRACT NUMBER

141389391

PURCHASE ORDER NUMBER

NR

JOB NUMBER

5 - ARDALAN CONSTRUC

BRANCH

1409 FILLMORE CA PC1409

955 W VENTURA ST
FILLMORE, CA 93015 1756
805-275-5543

. QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	5.5K 19' TELEHANDLER FORKLIFT 871750	525.00	525.00	1450.00	3655.00	400.00-
	Make: GENIE Model: GTH5519 Ser #: GTH5516M-4988					

SALES ITEMS:

Qty	Item number	Unit	Price	
1	ENVIRONMENTAL	EA	7.920	7.92-
	ENVIRONMENTAL/HAZMAT FEE 2133XXX0000			
1	CAHERS1	EA	3.000	3.00-
	CA .75% HEAVY EQUIP. RENTAL TAX			
	Reason: INCORRECT RENTAL RATES			

This credit memo only applies to invoice #141389391-0001,
for the amount of 442.76.

410.92-

CREDIT MEMO

NET 30

GAIL BARRIOS gail.barrios@sunbeltrentals.com

SUBTOTAL	410.92-
TAX	31.84-
INVOICE TOTAL	442.76-



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

School Name: **Berylwood Elementary School**
 Project Name: **Classroom Renovation**
 To: *CIM/ Project* **Malihe Shokouhi**
Coordinator
 From: *Contractor* **Ardalan Construction Company, Inc.**

Date: **July 31, 2023**
 COP Number: **19**
 Project Number: **P23-02893/X016-02-22**
 Bid Number: **B23FS391**

Description of Work:

New Tackboard Fabric in 302

WORK PERFORMED OTHER THAN BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)	\$1,147.57	
(b)	Add Labor (attach itemized hours and rates, fully encumbered)	\$ 1,440.00	
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$ 2,587.57	
(e)	Add overhead and profit for any and all tiers of Subcontractor , the total not to exceed ten percent (10%) of Item (d)	\$ 258.76	
(f)	Subtotal	\$ 2,846.33	
(g)	Add overhead and profit for Contractor , not to exceed five percent (5%) of Item (d)	\$ 129.38	
(h)	Subtotal	\$ 2,975.71	
(i)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$ 51.75	
(j)	TOTAL	\$ 3,027.46	
(k)	Time (zero unless indicated)	0	Calendar Days
WORK PERFORMED BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)	\$ -	
(b)	Add Labor (attach itemized hours and rates, fully encumbered)	\$ -	
(c)	Add Equipment (attach suppliers' invoice)	\$ -	
(d)	Subtotal	\$ -	
(e)	Add overhead and profit for Contractor , not to exceed fifteen percent (15%) of Item (d)	\$ -	
(f)	Subtotal	\$ -	
(g)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$ -	
(h)	TOTAL	\$ -	
	Amount of this COP	\$ 3,027.46	
(i)	Time (zero unless indicated)	0	Calendar Days

☒ The proposal would ☒ Increase ☐ Decrease the Contract Time by **0** Calendar Days.

☐ The proposal does NOT affect the Contract Time.

Tammy Lee

Contractor's Signature:

Tammy Lee, Project Manager

Printed Name & Title

July 31, 2023

Date

Provide all supporting documentation as required by the Contract Documents



8 E. Gainsborough Rd., Thousand Oaks, CA 91360
 T. 805-496-7273, F. 805-496-7310
 CA Lic. 893121

PROPOSED CHANGE ORDER (PCO)

Project Name: **Berylwood ES Classroom Renovation**

Owner Name: **Simi Valley Unified School District**

To: **Malihe Shokouhi**

From: **Ardalan Construction Company, Inc.**

Date: **July 31, 2023**

PCO Number: **19**

Description of Work:

This proposal is to provide new fabric for the tackboards in 302. It does not include any electrical or board removal/reinstallation. Smart board will be added to Ardalan's Misc. Phase 4 COP.

A. Subcontractor Cost of the Work:

GC Customs	\$ 2,846.33	
	\$ -	
	\$ -	Subtotal A: \$ 2,846.33

B. Contractor Cost of the Work:

	Subcontractor Mark Up:	\$ 129.38
Labor Costs (See attached supporting documentation.)	\$ -	
Materials and Equipment (See attached supporting documentation.)	\$ -	
Consultant Costs (See attached supporting documentation.)	\$ -	
Supplemental Costs (See attached supporting documentation.)	\$ -	Subtotal B: \$ -

C. Contractor Fee: (As per General Conditions)

15% GC Work Only	Subtotal C: \$ -
Bond & Insurance Fee	Subtotal D: \$ 51.75
	Total: \$ 3,027.46

☒ The proposal would ☒ Increase ☐ Decrease

the Contract Time by 1 calendar days.

*** See Worksheet Notes**

☐ The proposal does NOT affect the Contract Time.

Tammy Lee

Tammy Lee, Project Manager

7/31/2023

Contractor's Signature - Ardalan Construction Co.

Printed Name & Title

Change Order Proposal

**GC Custom Wallcoverings,
Inc.**

5696 Stanford Street
Ventura, CA 93003
(805) 509-0887

<i>Client:</i>	Ardalan Construction Co.
<i>Owner</i>	Simi Valley USD
<i>Project:</i>	Berylwood E S
<i>Project Manager:</i>	
<i>BRJ's RFP #, Item #, CD #:</i>	
<i>Contractor's COP No.:</i>	
<i>Date:</i>	7/28/2023

Description: Rm. 302 modification - fabric replacement

To: **Ardalan Construction Company**

From: **Jim Gilligan**

The following is an itemized quotation in accordance with the requirements set forth in the General Conditions of the Contract regarding proposed changes to the contract documents.

Associated Drawings:
Direct Costs:

Item	Material	Labor	shipping	Sales tax	TOTALS
Sub: Fabric replacement	\$981.50	\$1,440.00	\$90.00	\$76.07	\$2,587.57
Sub:					\$0.00
Sub:					\$0.00
Sub:					\$0.00
Sub:					\$0.00
Sub:					\$0.00
GC:					
GC:					
GC:					

A.	TOTAL SUBCONTRACTOR COSTS:	\$2,587.57
B.	MARK-UP OF SUBCONTRACTOR COSTS (10% max.):	\$258.76
	SUBTOTAL OF SUBCONTRACTOR COSTS:	\$2,846.33
	GENERAL CONTRACTOR MARK-UP OF SUBCONTRACTOR COSTS (4%):	
C.	General Contractor's Material:	\$0.00
D.	General Contractor's Sales Tax:	\$0.00
E.	General Contractor's Labor:	\$0.00
F.	General Contractor's Equipment:	\$0.00
G.	General Contractor's Direct Expenses (C+D+E+F):	\$0.00
H.	Overhead & Profit (15% of G):	\$0.00
I.	GENERAL CONTRACTOR TOTAL (G+H):	\$0.00
J.	SUB-TOTAL (A+B+I):	\$2,846.33
K.	Insurance Rate:	\$0.00
L.	Bond Rate:	\$0.00

TOTAL PROPOSED CHANGE TO THE CONTRACT (J+K+L): \$2,846.33

Total Added Days Duration Anticipated: **0**

Subcontractor:	<u>James P Gilligan</u>	<u>James P Gilligan/President</u>	<u>7/28/2023</u>
	Signature	Name and Title (Printed)	Date
AOR:	<u></u>	<u></u>	<u></u>
	Signature	Name and Title (Printed)	Date



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

School Name: **Berylwood Elementary School**
 Project Name: **Classroom Renovation**
 To: *C/M/ Project* **Malihe Shokouhi**
 From: *Coordinator*
 From: *Contractor* **Ardalan Construction Company, Inc.**

Date: **September 28, 2023**
 COP Number: **20R1**
 Project Number: **P23-02893/X016-02-22**
 Bid Number: **B23FS391**

Description of Work:

K3 and K1 Reroute Power for IDF and Speaker

WORK PERFORMED OTHER THAN BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)	\$ 462.18	
(b)	Add Labor (attach itemized hours and rates, fully encumbered)	\$ 1,492.96	
(c)	Add Equipment (attach suppliers' invoice)	\$ 200.00	
(d)	Subtotal	\$ 2,155.14	
(e)	Add overhead and profit for any and all tiers of Subcontractor , the total not to exceed ten percent (10%) of Item (d)	\$ 215.51	
(f)	Subtotal	\$ 2,370.65	
(g)	Add overhead and profit for Contractor , not to exceed five percent (5%) of Item (d)	\$ 107.76	
(h)	Subtotal	\$ 2,478.41	
(i)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$ 43.10	
(j)	TOTAL	\$ 2,521.51	
(k)	Time (zero unless indicated)	0	Calendar Days
WORK PERFORMED BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)	\$ -	
(b)	Add Labor (attach itemized hours and rates, fully encumbered)	\$ 101.47	
(c)	Add Equipment (attach suppliers' invoice)	\$ -	
(d)	Subtotal	\$ 101.47	
(e)	Add overhead and profit for Contractor , not to exceed fifteen percent (15%) of Item (d)	\$ 15.22	
(f)	Subtotal	\$ 116.69	
(g)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$ 2.03	
(h)	TOTAL	\$ 118.72	
	Amount of this COP	\$ 2,640.23	
(i)	Time (zero unless indicated)	0	Calendar Days

☐ The proposal would ☐ Increase ☐ Decrease the Contract Time by **0** Calendar Days.

☒ The proposal does NOT affect the Contract Time.

Tammy Lee

Contractor's Signature:

Tammy Lee, Project Manager

Printed Name & Title

September 28, 2023

Date

Provide all supporting documentation as required by the Contract Documents



8 E. Gainsborough Rd., Thousand Oaks, CA 91360
 T. 805-496-7273, F. 805-496-7310
 CA Lic. 893121

PROPOSED CHANGE ORDER (PCO)

Project Name: **Berylwood ES Classroom Renovation**

Date: **September 28, 2023**

Owner Name: **Simi Valley Unified School District**

PCO Number: **20R1**

To: **Malihe Shokouhi**

From: **Ardalan Construction Company, Inc.**

Description of Work:

This proposal is for classrooms K3 and K1. In K3 the Electrician had to demo wiremold and outlets being used by the IDF. Tackboard had to redo sections on the top, right side, and bottom of tackboard trim and core. Electrical provided outlet for IDF in 5500 Wiremold. Patch and paint included areas not covered by tackboard. In K1 the Electrician demo'd wiremold and boxes to source in the way of tackboard and re-route Electrical from South wall to provide power to Speaker to be non-obstructive which was not shown on plans including patch and paint area not covered by tackboard.

A. Subcontractor Cost of the Work:

Venco Electric	\$	1,709.88	
GC Customs	\$	660.77	
	\$	-	
	\$	-	Subtotal A: \$ 2,370.65

B. Contractor Cost of the Work:

	Subcontractor Mark Up:	\$	107.76
Labor Costs (See attached supporting documentation.)	\$	101.47	
Materials and Equipment (See attached supporting documentation.)	\$	-	
Consultant Costs (See attached supporting documentation.)	\$	-	
Supplemental Costs (See attached supporting documentation.)	\$	-	Subtotal B: \$ 101.47

C. Contractor Fee: (As per General Conditions)

15% GC Work Only	Subtotal C: \$	15.22
Bond & Insurance Fee	Subtotal D: \$	45.13
	Total: \$	2,640.23

☐ The proposal would ☐ Increase ☐ Decrease

the Contract Time by 0 calendar days.

*** See Worksheet Notes**

☒ The proposal does NOT affect the Contract Time.

Tammy Lee

Tammy Lee, Project Manager

9/28/2023

Contractor's Signature - Ardalan Construction Co.

Printed Name & Title



WORKSHEET

PCO 20R1

Date: 9/28/2023

Owner: SVUSD

Project: Berylwood ES Classroom Renovation

RE:

Item	Description of Work	Hours	Rate	Labor	Material	Fees/Equip	Sub Cost
Ardalan Construction							
1	Fill Holes, Sand, and Paint	1	\$ 101.47	\$ 101.47			
Venco Electric							
1	See attached Proposal						\$ 1,709.88
GC Customs							
1	See attached Proposal						\$ 660.77
				\$ 101.47	\$ -	\$ -	\$ 2,370.65
				Subtotal with NO markup:			\$ 2,472.12

Notes:

1. This proposal request is an estimate and does not include cost of un-knowns or impacts to the project. Ardalan reserves the right to revise or modify this proposal in case other facts are discovered or conditions are changed.
2. Any additional work has some degree of time impact whether it is reflected on this form or not. This PCO does not include complete cost of office and field overhead. It is unreasonable to expect this form to be all inclusive of known and unknown costs and impacts. As stated in Note 1 above, we reserve the right to re-evaluate the impacts of changes. If this is unacceptable to the Owner, then they should not ask Ardalan Construction to perform any additional work.

VENCO ELECTRIC, INC.

Lic #446770 C-10
 2360 Sturgis Road, Ste #D
 Oxnard, CA 93030
 Phone (805) 278-1922
 Fax (805) 278-1959
 Email: vencoelectric@verizon.net

C/O Proposal #6

Page No. 1 of 4 Pages
 Job Name: **BERYLWOOD**
 Location: **SIMI VALLEY, CA**

ATTN: TAMMYDate: 07/31/23To: ARDALAN CONST.

We hereby submit specifications and estimates for:

T&M for K1 & K3 removal of 500 wiremold & refeeding existing.

Materials	-	\$146.89
Tax	-	\$13.59
Labor	-	\$1,193.96
<u>Service Truck</u>	-	<u>\$200.00</u>
Sub Total	-	\$1,554.44
<u>OH&P</u>	-	<u>\$155.44</u>
Total	-	\$1,709.88

WE PROPOSE hereby to furnish material and labor – complete in accordance with these specifications, for the sum of **\$1,709.88**

Payable as follows:_____

All material is guaranteed to be as specified.

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____ *Roy Martin*

NOTE: This proposal may be withdrawn by us if not accepted within 30 days. ACCEPTANCE OF PROPOSAL – The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____ Signature _____ Date _____

VENCO ELECTRIC

LD# 6

JOB ESTIMATE

JOB BerylwoodWORK K1HK3 Demo existing Wm + Rcl
circuits

ESTIMATED BY	PRICED BY	EXTENDED BY				CHECKED BY			DATE	
MATERIAL	QUANTITY	MATERIAL LIST PRICE	PER	DISC	EXTENSION	LABOR PER UNIT	PER	EXTENSION		
T+M										
2 of 2										
JU	4	10854	hr					86832		
Apt	4	8141	hr					32564		
								119396		

Time and Material Log

Venco Electric, Inc.
2360 Sturgis Road, Ste #D
Oxnard, CA 93030
 Ph: 805-278-1922 Fx: 805-278-1959

Date: 7/25/2023

Page # 1 of 1

Reference: k1 n wall

Contractor: Ardelan

Project name: 500 wire mold demo

Description of work performed:

demo 500 wire mold from below,side and above white board. Refeed recptacle from 5500
 above white board with transition to 2300 to continue circuit

Name	Trade	Class	Straight Time	Overtime
B Magee	E	JW	6	
D Gonzales	E	AP	2	

Material			Equipment		
Description	Quantity	Unit	Description	Quantity	Unit
2310A	1				
2300 wire mold	5'				
1g wire mold box	1				
#12 wire	120'				
1g ss receptace cvr	1				
20a recptacle	1				

Comments:

Signed: _____

Date: _____

Time and Material Log

Venco Electric, Inc.
2360 Sturgis Road, Ste #D
Oxnard, CA 93030
 Ph: 805-278-1922 Fx: 805-278-1959

Date: 7/26/2023

Page # 1 of 1

Reference: K3 n wall

Contractor: Ardelan

Project name: R&R 500 wire mold

Description of work performed:

Demo 500 wire mold below ,side,and top of white board..add 5550 and new receptacle and ss cover

Name	Trade	Class	Straight Time	Overtime
B Magee	E	JW	2	
D Gonzales	E	AP	2	

Material			Equipment		
Description	Quantity	Unit	Description	Quantity	Unit
5550A	1				
20a rec	1				
SS rec cvr	1				
#12 wire	60'				

Comments:

Signed: _____

Date: _____

Change Order Proposal

**GC Custom Wallcoverings,
Inc.**

5696 Stanford Street
Ventura, CA 93003
(805) 509-0887

<i>Client:</i>	Ardalan Construction Co.
<i>Owner</i>	Simi Valley USD
<i>Project:</i>	Berylwood E S
<i>Project Manager:</i>	
<i>BRJ's RFP #, Item #, CD #:</i>	
<i>Contractor's COP No.:</i>	
<i>Date:</i>	7/27/2023

Description: K3 modification - extend tackboard
To: Ardalan Construction Company
From: Jim Gilligan

The following is an itemized quotation in accordance with the requirements set forth in the General Conditions of the Contract regarding proposed changes to the contract documents.

Associated Drawings:
Direct Costs:

Item	Material	Labor	shipping	Sales tax	TOTALS
Sub: Extend tackboard	\$280.00	\$299.00	\$0.00	\$21.70	\$600.70
Sub:					\$0.00
Sub:					\$0.00
Sub:					\$0.00
Sub:					\$0.00
Sub:					\$0.00
GC:					
GC:					
GC:					

A.	TOTAL SUBCONTRACTOR COSTS:	\$600.70
B.	MARK-UP OF SUBCONTRACTOR COSTS (10% max.):	\$60.07
	SUBTOTAL OF SUBCONTRACTOR COSTS:	\$660.77
	GENERAL CONTRACTOR MARK-UP OF SUBCONTRACTOR COSTS (4%):	
C.	General Contractor's Material:	\$0.00
D.	General Contractor's Sales Tax:	\$0.00
E.	General Contractor's Labor:	\$0.00
F.	General Contractor's Equipment:	\$0.00
G.	General Contractor's Direct Expenses (C+D+E+F):	\$0.00
H.	Overhead & Profit (15% of G):	\$0.00
I.	GENERAL CONTRACTOR TOTAL (G+H):	\$0.00
J.	SUB-TOTAL (A+B+I):	\$660.77
K.	Insurance Rate:	\$0.00
L.	Bond Rate:	\$0.00

TOTAL PROPOSED CHANGE TO THE CONTRACT (J+K+L): \$660.77
Total Added Days Duration Anticipated: 0

Subcontractor:	<u>James P Gilligan</u>	<u>James P Gilligan/President</u>	<u>7/27/2023</u>
	Signature	Name and Title (Printed)	Date
AOR:	<u></u>	<u></u>	<u></u>
	Signature	Name and Title (Printed)	Date

Demo wiremold and boxes to source in the way of tackboard and re-route Electrical from South wall to provide power to Speaker to be non-obstructive which was not shown on plans. Patch and paint to match area not covered by tackboard.

North Wall K-1



North Wall K-3

Demo wiremold and outlets. Tackboard had to redo sections on the top, right side, and bottom of tackboard trim and core. Electrical provided outlet for IDF in 5500 Wiremold which wasn't shown on the plans. Patch and Paint area not covered by tackboard.





SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

School Name: **Berylwood Elementary School**
 Project Name: **Classroom Renovation**
 To: *Civil Project* **Malihe Shokouhi**
 From: *Coordinator* **Ardalan Construction Company, Inc.**

Date: **September 25, 2023**
 COP Number: **21**
 Project Number: **P23-02893/X016-02-22**
 Bid Number: **B23FS391**

Description of Work:

Building 300 Electrical Changes (Phase 4)

WORK PERFORMED OTHER THAN BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)	\$ 72.09	
(b)	Add Labor (attach itemized hours and rates, fully encumbered)	\$ 420.56	
(c)	Add Equipment (attach suppliers' invoice)	\$ 75.00	
(d)	Subtotal	\$ 567.65	
(e)	Add overhead and profit for any and all tiers of Subcontractor , the total not to exceed ten percent (10%) of Item (d)	\$ 56.77	
(f)	Subtotal	\$ 624.42	
(g)	Add overhead and profit for Contractor , not to exceed five percent (5%) of Item (d)	\$ 28.38	
(h)	Subtotal	\$ 652.80	
(i)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$ 11.35	
(j)	TOTAL	\$ 664.15	
(k)	Time (zero unless indicated)	0	Calendar Days
WORK PERFORMED BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)	\$ 30.00	
(b)	Add Labor (attach itemized hours and rates, fully encumbered)	\$ 1,166.52	
(c)	Add Equipment (attach suppliers' invoice)	\$ 150.00	
(d)	Subtotal	\$ 1,346.52	
(e)	Add overhead and profit for Contractor , not to exceed fifteen percent (15%) of Item (d)	\$ 201.98	
(f)	Subtotal	\$ 1,548.50	
(g)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$ 26.93	
(h)	TOTAL	\$ 1,575.43	
	Amount of this COP	\$ 2,239.58	
(i)	Time (zero unless indicated)	0	Calendar Days

☐ The proposal would ☐ Increase ☐ Decrease the Contract Time by **0** Calendar Days.

☒ The proposal does NOT affect the Contract Time.

Tammy Lee

Tammy Lee, Project Manager

September 25, 2023

Contractor's Signature:

Printed Name & Title

Date

Provide all supporting documentation as required by the Contract Documents



8 E. Gainsborough Rd., Thousand Oaks, CA 91360
 T. 805-496-7273, F. 805-496-7310
 CA Lic. 893121

PROPOSED CHANGE ORDER (PCO)

Project Name: **Berylwood ES Classroom Renovation**

Date: **September 25, 2023**

Owner Name: **Simi Valley Unified School District**

PCO Number: **21**

To: **Malihe Shokouhi**

From: **Ardalan Construction Company, Inc.**

Description of Work:

This Proposal is for the Electrical changes made for Phase 4 classrooms (building 300), including chipping out the concrete and pouring it back. This proposal does not include the deduct or additional of labor from future phases to complete phase 3.

A. Subcontractor Cost of the Work:

Venco Electric	\$ 624.42	
	\$ -	
	\$ -	Subtotal A: \$ 624.42

B. Contractor Cost of the Work:

	Subcontractor Mark Up:	\$ 28.38
Labor Costs (See attached supporting documentation.)	\$ 1,166.52	
Materials and Equipment (See attached supporting documentation.)	\$ 180.00	
Consultant Costs (See attached supporting documentation.)	\$ -	
Supplemental Costs (See attached supporting documentation.)	\$ -	Subtotal B: \$ 1,346.52

C. Contractor Fee: (As per General Conditions)

15% GC Work Only	Subtotal C: \$ 201.98
Bond & Insurance Fee	Subtotal D: \$ 38.28
	Total: \$ 2,239.58

☐ The proposal would ☐ Increase ☐ Decrease

the Contract Time by **0** calendar days.

*** See Worksheet Notes**

☒ The proposal does NOT affect the Contract Time.

Tammy Lee

Tammy Lee, Project Manager

9/25/2023

Contractor's Signature - Ardalan Construction Co.

Printed Name & Title



WORKSHEET

PCO 21

Date: 9/25/2023

Owner: SVUSD

Project: Berylwood ES Classroom Renovation

RE:

Item	Description of Work	Hours	Rate	Labor	Material	Fees/Equip	Sub Cost
Ardalan Construction							
1	Chipping out the concrete, purchase and pick up of quickset concrete, mixing, pour, and finish	12	\$ 97.21	\$ 1,166.52	\$ 30.00	\$ 150.00	
2							
Venco Electric							
1	See attached Proposal						\$ 624.42
2							
3							
4							
				\$ 1,166.52	\$ 30.00	\$ 150.00	\$ 624.42
		Subtotal with NO markup:					\$ 1,970.94

Notes:

1. This proposal request is an estimate and does not include cost of un-knowns or impacts to the project. Ardalan reserves the right to revise or modify this proposal in case other facts are discovered or conditions are changed.
2. Any additional work has some degree of time impact whether it is reflected on this form or not. This PCO does not include complete cost of office and field overhead. It is unreasonable to expect this form to be all inclusive of known and unknown costs and impacts. As stated in Note 1 above, we reserve the right to re-evaluate the impacts of changes. If this is unacceptable to the Owner, then they should not ask Ardalan Construction to perform any additional work.

VENCO ELECTRIC, INC.

Lic #446770 C-10
 2360 Sturgis Road, Ste #D
 Oxnard, CA 93030
 Phone (805) 278-1922
 Fax (805) 278-1959
 Email: vencoelectric@verizon.net

C/O Proposal #8

Page No. 1 of 3 Pages
 Job Name: **BERYLWOOD**
 Location: **SIMI VALLEY, CA**

ATTN: TAMMY, VICTORDate: 08/14/23To: ARDALAN CONST.

We hereby submit specifications and estimates for:

T&M rm 306 to relocate switch due to existing underground rotted out.

Materials	-	\$72.09
Tax	-	\$6.67
Labor	-	\$413.89
<u>Service Truck</u>	-	<u>\$75.00</u>
Sub Total	-	\$567.65
<u>OH&P</u>	-	<u>\$56.77</u>
Total	-	\$624.42

WE PROPOSE hereby to furnish material and labor – complete in accordance with these specifications, for the sum of **\$624.42**

Payable as follows:_____.

All material is guaranteed to be as specified.

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____ *Roy Martin*

NOTE: This proposal may be withdrawn by us if not accepted within 30 days. ACCEPTANCE OF PROPOSAL – The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature_____ Date_____ Signature_____ Date_____

VENCO ELECTRIC

CO #8

JOB ESTIMATE

JOB BerylwoodWORK Rm 306 relocate light switch

ESTIMATED BY

PRICED BY

EXTENDED BY

CHECKED BY

DATE

MATERIAL

QUANTITY

MATERIAL
LIST PRICE

PER

DISC

EXTENSION

LABOR
PER UNIT

PER

EXTENSION

T+m 1021

Labor

Jw

3

11037 hr

Rpt

1

8278 hr

33111

8278

41389

materials

1/2 kmT

20'

113 Lt

2260

1/2 conc wrap

3

1029 eq

3087

1/2 supports

3

129 ea

387

gran? pistol

1

89 ea

89

#10 x 3/4 screws

3

22 ea

66

#12

60

.77 Lt

1320

7209

service truck

3

2560 hr

75-

Time and Material Log

Venco Electric, Inc.
2360 Sturgis Road, Ste #D
Oxnard, CA 93030
Ph: 805-278-1922 Fx: 805-278-1959

Date: 8/11/2023
Page # 1 of 1
Reference: reroute power fro recs n li
Contractor: Ardelan
Project name: Berylwood RM 306

Description of work performed:

Abandon 2 broke pipes in underground that fed lights and receptacles on east wall..
Disconnect circuts from braekers in panel B-9,11 n nuetral so nothing can short out.
Run new circuit from existing spare in ceiling to power receptacles n lights.Terminate and
test.

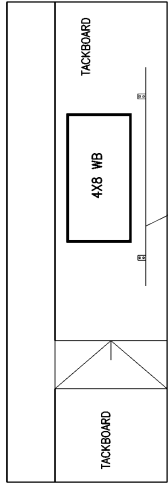
Name	Trade	Class	Straight Time	Overtime
B Magee	E	JW	3	
D Gonzalez	E	AP	1	

Material			Equipment		
Description	Quantity	Unit	Description	Quantity	Unit
1/2" emt	20'		#12thhn	60'	
1/2 straps	3				
1/2 con comp	2				
1/2 coup comp	1				
ground pigtail	1				
#10x3/4 t3ks	3				

Comments:

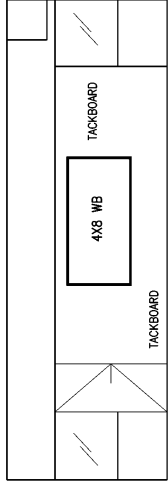
Signed: Date:

ASBUILTS

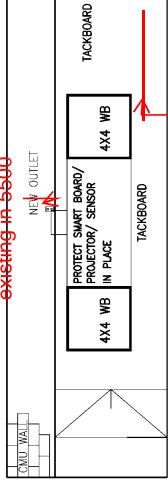


NORTH
ROOM 301

REMOVE OLD OUTLETS AND RACEWAY.
PROVIDE/INSTALL NEW LEGRAND 5400 ON
ONE WALL PER ROOM. COORDINATE WITH OAR
existing 5500 to remain, relocate
5400 to south wall

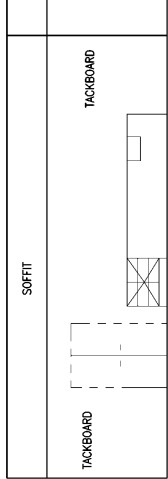


EAST

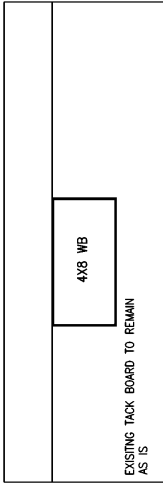


SOUTH

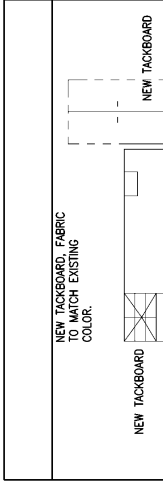
demo 5500, new 8'
5400, 3 outlets



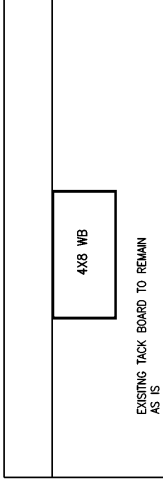
WEST



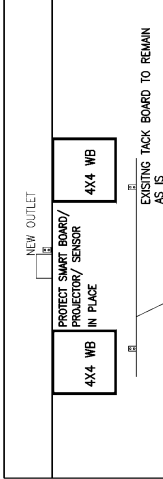
NORTH



EAST

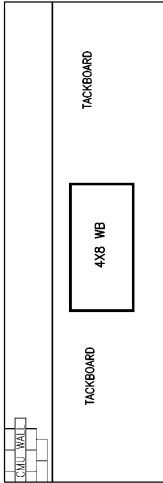


SOUTH

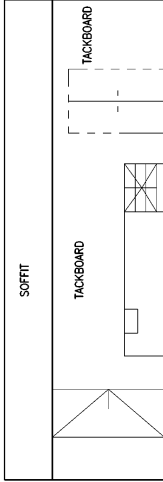


WEST

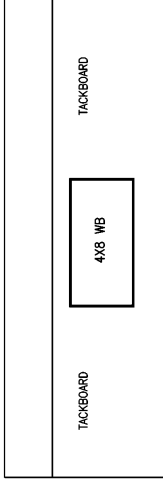
ROOM 302-SPEECH ROOM, LIMITED SCOPE



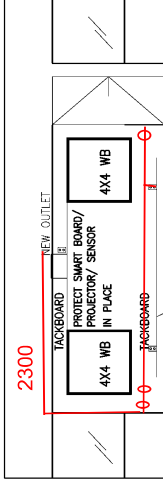
NORTH
ROOM 303



EAST



SOUTH

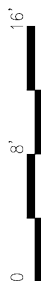


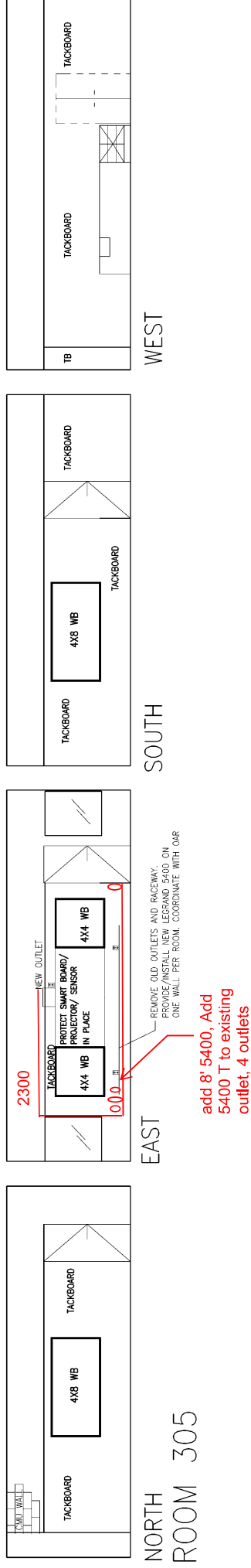
WEST

add 8' 5400, add 5400 T off existing
outlet, install 3 outlets

BUILDING 300 INTERIOR ELEVATIONS -1

BERYLWOOD ES CLASSROOM RENOVATION
SIMI VALLEY USD BID NO. B23FS391
10/10/2022







SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

School Name: **Berylwood Elementary School**
 Project Name: **Classroom Renovation**
 To: *Civil Project* **Malihe Shokouhi**
 From: *Coordinator* **Ardalan Construction Company, Inc.**

Date: **September 7, 2023**
 COP Number: **22R1**
 Project Number: **P23-02893/X016-02-22**
 Bid Number: **B23FS391**

Description of Work:

Misc. Additional Items during Phase 4 (300 building)

WORK PERFORMED OTHER THAN BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$ -	
(e)	Add overhead and profit for any and all tiers of Subcontractor , the total not to exceed ten percent (10%) of Item (d)	\$ -	
(f)	Subtotal	\$ -	
(g)	Add overhead and profit for Contractor , not to exceed five percent (5%) of Item (d)	\$ -	
(h)	Subtotal	\$ -	
(i)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$ -	
(j)	TOTAL	\$ -	
(k)	Time (zero unless indicated)	0	Calendar Days
WORK PERFORMED BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)	\$ 50.00	
(b)	Add Labor (attach itemized hours and rates, fully encumbered)	\$ 5,685.62	
(c)	Add Equipment (attach suppliers' invoice)	\$ -	
(d)	Subtotal	\$ 5,735.62	
(e)	Add overhead and profit for Contractor , not to exceed fifteen percent (15%) of Item (d)	\$ 860.34	
(f)	Subtotal	\$ 6,595.96	
(g)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$ 114.71	
(h)	TOTAL	\$ 6,710.68	
	Amount of this COP	\$ 6,710.68	
(i)	Time (zero unless indicated)	0	Calendar Days

☐ The proposal would ☐ Increase ☐ Decrease the Contract Time by **0** Calendar Days.

☒ The proposal does NOT affect the Contract Time.

Tammy Lee

Tammy Lee, Project Manager

September 7, 2023

Contractor's Signature:

Printed Name & Title

Date

Provide all supporting documentation as required by the Contract Documents



8 E. Gainsborough Rd., Thousand Oaks, CA 91360
 T. 805-496-7273, F. 805-496-7310
 CA Lic. 893121

PROPOSED CHANGE ORDER (PCO)

Project Name: **Berylwood ES Classroom Renovation**
 Owner Name: **Simi Valley Unified School District**
 To: **Malihe Shokouhi**
 From: **Ardalan Construction Company, Inc.**

Date: **September 7, 2023**
 PCO Number: **22R1**

Description of Work:

This proposal is for the misc. items that were added to our scope of work during phase 4 (300 building). Please see attached breakdown.

A. Subcontractor Cost of the Work:

_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	\$ -	
_____	\$ -	Subtotal A: \$ -

B. Contractor Cost of the Work:

Labor Costs (See attached supporting documentation.)	\$ 5,685.62	
Materials and Equipment (See attached supporting documentation.)	\$ 50.00	
Consultant Costs (See attached supporting documentation.)	\$ -	
Supplemental Costs (See attached supporting documentation.)	\$ -	Subtotal B: \$ 5,735.62

C. Contractor Fee: (As per General Conditions)

15% GC Work Only	Subtotal C: \$ 860.34
Bond & Insurance Fee	Subtotal D: \$ 114.71
	Total: \$ 6,710.68

☐ The proposal would ☐ Increase ☐ Decrease the Contract Time by **0** calendar days.

*** See Worksheet Notes**

☒ The proposal does NOT affect the Contract Time.

Tammy Lee

Contractor's Signature - Ardalan Construction Co.

Tammy Lee, Project Manager

Printed Name & Title

9/7/2023



WORKSHEET

PCO 22R1

Date: 9/7/2023

Owner: SVUSD

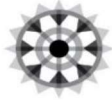
Project: Berylwood ES Classroom Renovation

RE:

Item	Description of Work	Hours	Rate	Labor	Material	Fees/Equip	Sub Cost
Ardalan Construction							
1	Painting wall under windows in 306 for the agreed lump sum price of \$885/classroom			\$ 758.00			
2	Installation of 1/2" plywood for 6"x12" backing behind the Fire Extinguishers per RFI #6. Used material purchased from phase 1.	2	\$ 101.47	\$ 202.94			
3	Bolting New Furniture to the walls and installing Flag Pole Holders.	16	\$ 101.47	\$ 1,623.52			
4	Removal and Reinstallation of (5) smartboards. Does not include calibration or the one smart board in our contract.	10	\$ 101.47	\$ 1,014.70			
5	Interior Door Frames: Fill holes, sand, caulk gaps, prep, prime, and paint (2) coats of Swiss Coffee Semi Gloss	16	\$ 101.47	\$ 1,623.52	\$ 50.00		
6	Repairing Hole in K1 by cleaning up the edges, installing 16 ga. sheet metal and placing back the wallpaper and rubber base for a lump sum of \$300			\$ 260.00			
7	Securing paneling below window to wall the 300 building. Approx. 9 locations and does not include glue or screws.	2	\$ 101.47	\$ 202.94			
				\$ 5,685.62	\$ 50.00	\$ -	\$ -
				Subtotal with NO markup:			\$ 5,735.62

Notes:

1. This proposal request is an estimate and does not include cost of un-knowns or impacts to the project. Ardalan reserves the right to revise or modify this proposal in case other facts are discovered or conditions are changed.
2. Any additional work has some degree of time impact whether it is reflected on this form or not. This PCO does not include complete cost of office and field overhead. It is unreasonable to expect this form to be all inclusive of known and unknown costs and impacts. As stated in Note 1 above, we reserve the right to re-evaluate the impacts of changes. If this is unacceptable to the Owner, then they should not ask Ardalan Construction to perform any additional work.



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

School Name: **Berylwood Elementary School**
Project Name: **Classroom Renovation**
C/M/ Project To: **Malihe Shokouhi**
Coordinator
From: Contractor **Ardalan Construction Company, Inc.**

Date: **September 20, 2023**
COP Number: **23**
Project Number: **P23-02893/X016-02-22**
Bid Number: **B23FS391**

Description of Work:

Additional Prep. Needed for the DryFix adhesive in Building 300 (Phase 4)

WORK PERFORMED OTHER THAN BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)	\$ 6,627.27	
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$ 6,627.27	
(e)	Add overhead and profit for any and all tiers of Subcontractor , the total not to exceed ten percent (10%) of Item (d)	\$ 662.73	
(f)	Subtotal	\$ 7,290.00	
(g)	Add overhead and profit for Contractor , not to exceed five percent (5%) of Item (d)	\$ 331.36	
(h)	Subtotal	\$ 7,621.36	
(i)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$ 132.55	
(j)	TOTAL	\$ 7,753.91	
(k)	Time (zero unless indicated)	<u>0</u>	Calendar Days
WORK PERFORMED BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)	\$ -	
(b)	Add Labor (attach itemized hours and rates, fully encumbered)	\$ -	
(c)	Add Equipment (attach suppliers' invoice)	\$ -	
(d)	Subtotal	\$ -	
(e)	Add overhead and profit for Contractor , not to exceed fifteen percent (15%) of Item (d)	\$ -	
(f)	Subtotal	\$ -	
(g)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$ -	
(h)	TOTAL	\$ -	
	Amount of this COP	\$ 7,753.91	
(i)	Time (zero unless indicated)	<u>0</u>	Calendar Days

☐ The proposal would ☐ Increase ☐ Decrease the Contract Time by 0 Calendar Days.

☒ The proposal does NOT affect the Contract Time.

Tammy Lee

Tammy Lee, Project Manager

September 20, 2023

Contractor's Signature:

Printed Name & Title

Date

Provide all supporting documentation as required by the Contract Documents



8 E. Gainsborough Rd., Thousand Oaks, CA 91360
 T. 805-496-7273, F. 805-496-7310
 CA Lic. 893121

PROPOSED CHANGE ORDER (PCO)

Project Name: **Berylwood ES Classroom Renovation**
 Owner Name: **Simi Valley Unified School District**
 To: **Malihe Shokouhi**
 From: **Ardalan Construction Company, Inc.**

Date: **September 20, 2023**
 PCO Number: **23**

Description of Work:

Additional Floor Prep required for the DryFix adhesive in the 300 building (Phase 4).

A. Subcontractor Cost of the Work:

Pro Spectra	\$ 7,290.00	
	\$ -	
	\$ -	Subtotal A: \$ 7,290.00

B. Contractor Cost of the Work:

	Subcontractor Mark Up:	\$ 331.36
Labor Costs (See attached supporting documentation.)	\$ -	
Materials and Equipment (See attached supporting documentation.)	\$ -	
Consultant Costs (See attached supporting documentation.)	\$ -	
Supplemental Costs (See attached supporting documentation.)	\$ -	Subtotal B: \$ -

C. Contractor Fee: (As per General Conditions)

15% GC Work Only	Subtotal C: \$ -
Bond & Insurance Fee	Subtotal D: \$ 132.55
	Total: \$ 7,753.91

☐ The proposal would ☐ Increase ☐ Decrease

the Contract Time by **0** calendar days.

*** See Worksheet Notes**

☒ The proposal does NOT affect the Contract Time.

Tammy Lee

Tammy Lee, Project Manager

9/20/2023

Contractor's Signature - Ardalan Construction Co.

Printed Name & Title

Pro Installations, Inc.
Cerritos
17405-B Valley View Avenue
Cerritos, CA 90703



Proposal Submitted To Ardalan Construction Co., Inc.		Attention Tammy Lee		Phone (805) 496-7273	Fax (805) 496-7310	Date 05/28/23
Proposal Name Bldg. 300 NORA Moisture System				Job Name Berylwood ES Classroom Renovation		Job # 47912
Street 8 E. Gainsborough Rd.				Job Street 2300 Heywood Street		Proposal ID 80089-A04
City, State and Zip Thousand Oaks, CA 91360		Architect	Date of Plans	Add # 1-3	Job City, State and Zip SIMI VALLEY, CA 93065	Customer Job # None
						Customer PO None

We hereby submit specifications and estimates for:

Item Description

Furnish and apply ARDEX-MRF moisture resistance cement. Install District supplied NORA DryFix moisture tape at Bldg 300.

Base Bid Total: \$7,290.00

Proposal Inclusions and Exclusions:

1. Excluded from the above pricing are overtime labor, demolition and removal of existing floor coverings and adhesives/mastics, abnormal subfloor prep, i.e., grinding, leveling, floating, moisture sealing, or ramping to other floor finishes, providing underlayments, washing and waxing resilient floors, vacuuming carpet, protective coverings, tile backerboard and/or taping of joints, dumpsters and providing temporary heat, air conditioning, electricity or lighting. Also excluded is unidentified trade damage, composite clean up crews, compression of schedule and trade stacking.
2. Standard floor preparation is included to fill level expansion joints and hairline cracks up to 1/8th inch wide only. All other floor preparation is considered abnormal subfloor preparation and is excluded.
3. Amounts and prices are based upon blueprints and are subject to variance if physical measurements vary amounts.
4. All concrete slabs and other cementitious substrates to receive new floor coverings must be tested for moisture content. The industry standard calcium chloride or RH test will be performed to determine the water vapor emission of said substrates. Floor coverings described in our proposal will only be installed on substrates that have a calcium chloride test result that meets the manufactureres requirements.
5. Excludes Payment and Performance Bond, add 1% to contract amount if required.
6. CA DIR Registration Number: 1000002810 - expires 06/30/25
7. California Contract License #740392 - C15, C54, C61, D12, D06 - Expires 09/30/23
8. Removal of all slab layout markings or the like including but not limited to; spray paint, paint, markers, sharpie, chalk, kiel, lumber crayon, carpenter's pencil or the like is specifically excluded from this proposal and is considered abnormal prep.
9. 0064463 C-16 (no limit) expires 07/31/2023
0071122 C-19 (no limit) expires 05/31/2024
0071141 C-20 (no limit) expires 06/30/2024
10. As a result of current economic trade uncertainty with numerous products manufactured by various countries, this proposal specifically excludes all costs associated with; tariffs, taxes, duties and/or the like on all imported materials that make up any portion of the products included in this proposal.
11. Prices specified herein do not include any duties, taxes, tariffs, or similar charges unless expressly otherwise stated. All prices are subject to increase in the event of material change to applicable duties, taxes, tariffs, or similar charges, including but not limited to, the repeal or modification of NAFTA.
12. This is a lump sum proposal. Individual lines, as presented above, are for accounting and informational purposes only. The Base Bid Total is a product of ProSpectra performing the entire scope of work in this proposal. If individual lines as presented are removed, we reserve the right to revise the Base Bid Total to account for the change in scope of work

Pro Installations, Inc.
Cerritos
17405-B Valley View Avenue
Cerritos, CA 90703
Proposal ID: 80089-A04



Phone: (562) 483-8500
Fax: (562) 926-2387

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: Ruben Hernandez Ruben Hernandez Cell: (661) 373-7473 \$7,290.00
Email: ruben.hernandez@spectracf.com

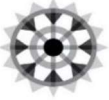
Conditions of Proposal:

1. This Proposal may be withdrawn, if not accepted, within 30 days of its issuance. ProSpectra will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that includes the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation of materials, labor, freight and fuel costs.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2.5% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay ProSpectra's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of ProSpectra's work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to ProSpectra, including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of ProSpectra's work, then Customer shall provide ProSpectra with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond ProSpectra's control. Customer shall carry insurance for all hazards, including fire. ProSpectra's workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to ProSpectra of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold ProSpectra harmless from any damage, claim, loss, expense and attorney fees related to ProSpectra's liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
7. ProSpectra is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for ProSpectra to participate in such programs may result in additional costs.
8. Notwithstanding anything herein to the contrary, all prices are subject to immediate increase without limitation in the event of material change to applicable duties, taxes, tariffs, similar charges, or other government action.

Contract License #:740392 | Expire Date : 9/30/2023

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED.
You are authorized to do the work as specified.

Customer: Ardalan Construction Co., Inc. Signed: _____ Date: _____



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

School Name: **Berylwood Elementary School**
Project Name: **Classroom Renovation**
To: *C/M/ Project* **Malihe Shokouhi**
Coordinator
From: *Contractor* **Ardalan Construction Company, Inc.**

Date: **September 20, 2023**
COP Number: **24**
Project Number: **P23-02893/X016-02-22**
Bid Number: **B23FS391**

Description of Work:

Abatement Behind Boards in 500 Building (Phase 5)

WORK PERFORMED OTHER THAN BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)	\$ 510.49	
(b)	Add Labor (attach itemized hours and rates, fully encumbered)	\$ 3,386.56	
(c)	Add Equipment (attach suppliers' invoice)	\$ 520.00	
(d)	Subtotal	\$ 4,417.05	
(e)	Add overhead and profit for any and all tiers of Subcontractor , the total not to exceed ten percent (10%) of Item (d)	\$ 441.71	
(f)	Subtotal	\$ 4,858.76	
(g)	Add overhead and profit for Contractor , not to exceed five percent (5%) of Item (d)	\$ 220.85	
(h)	Subtotal	\$ 5,079.61	
(i)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$ 88.34	
(j)	TOTAL	\$ 5,167.95	
(k)	Time (zero unless indicated)	0	Calendar Days
WORK PERFORMED BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)	\$ -	
(b)	Add Labor (attach itemized hours and rates, fully encumbered)	\$ -	
(c)	Add Equipment (attach suppliers' invoice)	\$ -	
(d)	Subtotal	\$ -	
(e)	Add overhead and profit for Contractor , not to exceed fifteen percent (15%) of Item (d)	\$ -	
(f)	Subtotal	\$ -	
(g)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$ -	
(h)	TOTAL	\$ -	
	Amount of this COP	\$ 5,167.95	
(i)	Time (zero unless indicated)	0	Calendar Days

☐ The proposal would ☐ Increase ☐ Decrease the Contract Time by **0** Calendar Days.

☒ The proposal does NOT affect the Contract Time.

Tammy Lee

Contractor's Signature:

Tammy Lee, Project Manager

Printed Name & Title

September 20, 2023

Date

Provide all supporting documentation as required by the Contract Documents



8 E. Gainsborough Rd., Thousand Oaks, CA 91360
 T. 805-496-7273, F. 805-496-7310
 CA Lic. 893121

PROPOSED CHANGE ORDER (PCO)

Project Name: **Berylwood ES Classroom Renovation**

Owner Name: **Simi Valley Unified School District**

To: **Malihe Shokouhi**

From: **Ardalan Construction Company, Inc.**

Date: **September 20, 2023**

PCO Number: **24**

Description of Work:

Abatement Behind the boards in 500 building (Phase 5).

A. Subcontractor Cost of the Work:

Tri-Span	\$ 4,858.76	
	\$ -	
	\$ -	Subtotal A: \$ 4,858.76

B. Contractor Cost of the Work:

	Subcontractor Mark Up:	\$ 220.85
Payroll Costs (See attached supporting documentation.)	\$ -	
Materials and Equipment (See attached supporting documentation.)	\$ -	
Consultant Costs (See attached supporting documentation.)	\$ -	
Supplemental Costs (See attached supporting documentation.)	\$ -	Subtotal B: \$ -

C. Contractor Fee: (As per General Conditions)

15% GC Work Only	Subtotal C: \$ -
Bond & Insurance Fee	Subtotal D: \$ 88.34
	Total: \$ 5,167.95

☐ The proposal would ☐ Increase ☐ Decrease the Contract Time by 0 calendar days.

* See Worksheet Notes

☒ The proposal does NOT affect the Contract Time.

Tammy Lee

Contractor's Signature - Ardalan Construction Co.

Tammy Lee, Project Manager

Printed Name & Title

9/20/2023



AN ENVIRONMENTAL & GENERAL CONSTRUCTION SERVICES CORPORATION

Change Order Proposal #5

September 20, 2023

Client: Ardalan Construction

Project Location: Berylwood ES – Tri Span Job #TSI010-23
230 Heywood St.
Simi Valley, CA 93065
Attn: Tammy Lee

We've been asked to provide pricing for additional work not in our original scope. Please see the following:

SCOPE OF WORK

The scope of work for this change includes the following:

- Remove and dispose of ACM mastic from chalkboards/tackboards in the 6 classrooms of Building 300
 - We are assuming that wet methods with no containment is sufficient to remove the mastic in the classrooms where no other asbestos abatement is being performed.
 - We will regulate the area with asbestos barrier tape and signs
 - A poly drop cloth will be used below the mastic being removed

Total Price: \$4,858.76

Added Cost				
Description	Qty	Unit	Cost per Unit	Cost
Labor	32	Hrs	\$105.83	\$3,386.56
Consumables (ie, poly, bags, suits, filters, signs, etc)				\$510.49
Abatement Equipment	1	Day	\$100.00	\$100.00
Disposal - Asbestos	1	Minimum	\$300.00	\$300.00
Air Monitoring	4	Samples	\$30.00	\$120.00
			Direct Cost	\$4,417.05
			10% Mark-up	\$441.71
			Total Price for Added Work	\$4,858.76

DeLosSantos
COP #3

MATERIALS

Asbestos Tape	\$7.23
Asbestos Bags	\$57.98
Razor Blades	\$3.70
Scraper blades	\$13.68
Duct Tape	\$30.66
Encapsulant	\$36.96
Gloves	\$18.48
Neg-Air filters	\$8.38
6-Mil FR Poly	\$179.80
Respirator Filters	\$23.66
Spray Adhesive	\$12.23
Disposable Suits	\$41.58
Vacuum Bags	\$3.70
Shower Towels	\$20.94
Soap	\$6.16

Subtotal \$465.14

9.75% Sales Tax \$45.35

Total **\$510.49**

Equipment

Neg-Air Machines (6 EA)
 HEPA Vacuums (1 EA)
 Shower w/Filtration System (1 EA)
 Airless Sprayer (1 EA)

EXCLUSIONS AND CONDITIONS: Same as base bid.

CLARIFICATION AND QUALIFICATIONS: Same as base bid.

Respectfully Submitted,

Joe DeLosSantos

Joe DeLosSantos
 Tri Span, Inc.

Certificate Of Completion

Envelope Id: 061E635D494542938A1F52B127F8AE70

Status: Completed

Subject: Complete with DocuSign: Berylwood CR Reno - Change Order #1.pdf

Source Envelope:

Document Pages: 39

Signatures: 5

Certificate Pages: 5

Initials: 1

AutoNav: Enabled

Enveloped Stamping: Enabled

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

Envelope Originator:

Bond Contracts

Simi Valley Unified School District

101 West Cochran Street

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

10/3/2023 3:11:32 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

Tammy Lee

tammy@ardalancc.com

Project Manager

Ardalan Construction Company, Inc. (see attached notes in email)

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 10/3/2023 3:25:56 PM

ID: bf55f19b-8937-4cf9-90fd-4623c6a072aa

Signature

DocuSigned by:


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Signature Adoption: Pre-selected Style

Using IP Address: 47.157.154.155

Timestamp

Sent: 10/3/2023 3:16:55 PM

Viewed: 10/3/2023 3:25:56 PM

Signed: 10/3/2023 3:26:02 PM

Maria Nieto

maria.nieto@simivalleyusd.org

Security Level: Email, Account Authentication (None)


 DS

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

Sent: 10/3/2023 3:26:05 PM

Resent: 10/18/2023 3:10:45 PM

Viewed: 10/18/2023 3:11:03 PM

Signed: 10/18/2023 3:11:15 PM

Electronic Record and Signature Disclosure:

Accepted: 10/18/2023 3:11:03 PM

ID: 6557a82e-7783-4cee-8182-686cb18ab557

Malihe Shokouhi

malihe.shokouhi@simivalleyusd.org

Security Level: Email, Account Authentication (None)

DocuSigned by:


 62ACD323AAC44C9...

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

Sent: 10/18/2023 3:11:18 PM

Viewed: 10/18/2023 3:28:08 PM

Signed: 10/18/2023 3:28:36 PM

Electronic Record and Signature Disclosure:

Accepted: 10/18/2023 3:28:08 PM

ID: c431beff-d6ee-416c-b5a4-48a0dcd32d7a

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: 10/18/2023 3:28:38 PM


Viewed: 10/18/2023 3:42:49 PM

Signed: 10/18/2023 3:43:43 PM

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
Accepted: 10/18/2023 3:42:49 PM
ID: a1d2500d-0cff-4f8e-b53b-82b1dd4c094a

LORI RUBENSTEIN
lori.rubenstein@simivalleyusd.org
Security Level: Email, Account Authentication
(None)

DocuSigned by:

19ADD8F59B9244E...
Signature Adoption: Pre-selected Style
Using IP Address: 207.157.143.2

Sent: 10/18/2023 3:43:46 PM
Viewed: 10/18/2023 3:47:21 PM
Signed: 10/18/2023 3:47:28 PM

Electronic Record and Signature Disclosure:
Accepted: 10/18/2023 3:47:21 PM
ID: 2e30058d-539a-4a95-9380-695d502add99

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: 23.240.150.124

Sent: 10/18/2023 3:47:30 PM
Viewed: 10/18/2023 7:13:25 PM
Signed: 10/18/2023 7:13:31 PM

Electronic Record and Signature Disclosure:
Accepted: 10/18/2023 7:13:25 PM
ID: 4ec6f61d-53d5-441a-bfd0-cc8f562d4a26

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/3/2023 3:16:55 PM
Certified Delivered	Security Checked	10/18/2023 7:13:25 PM
Signing Complete	Security Checked	10/18/2023 7:13:31 PM
Completed	Security Checked	10/18/2023 7:13:31 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Simi Valley Unified School District:

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

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

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

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

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

To request paper copies from Simi Valley Unified School District

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

To withdraw your consent with Simi Valley Unified School District

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

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

Required hardware and software

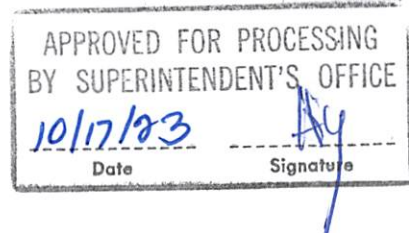
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



TITLE: APPROVAL OF AGREEMENT NO. R24-01954 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT NATIONAL ROOFING CONSULTANTS, INC. FOR THE ROOFING AT THE KITCHEN PROJECT AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Consent #9

October 17, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The roof at the new Kitchen Building at Simi Valley High School will require a replacement. The scope of the work for the roof replacement includes removal and replacement of all existing roof material and flashing.

Because the roofing is a specialized field of construction, the District needs to contract with a waterproofing and inspection professional to conduct inspection and quality assurance on behalf of the District.

A proposal from National Roofing Consultants, Inc. was received and negotiated by staff.

Fiscal Analysis

The total cost for these geotechnical engineering services is a \$19,850.00.
Agreement R24-01954 is attached as Exhibit "A".

These services will be funded by Measure X.

Recommendation

It is recommended that the Board of Education approve the contract for National Roofing Consultants, Inc. at Simi Valley High School, Kitchen Conversion Project.

On motion # 39 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 R24-01954 with the firm of National Roofing Consultants, Inc.

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

Agreement No. R24-01954

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
SPECIAL INSPECTION AND TESTING SERVICES**

By and Between

The Simi Valley Unified School District

And

National Roofing Consultants, Inc

For

Simi Valley High School Kitchen Project

Dated: October 17, 2023

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
SPECIAL INSPECTION AND TESTING SERVICES
R24-01954**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 17 day of October, 2023 by and between the Simi Valley Unified School District, ("District") and National Roofing Consultants, Inc. (NRC) ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall provide special inspection and testing services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on October 17, 2023 and will diligently perform as required through the end of DSA project closeout, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement until Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Non-collusion Declaration
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Criminal Background Investigation / Fingerprinting Certification
<u> X </u>	Drug-Free Workplace Certification
<u> X </u>	Tobacco-Free Environment Certification
<u> X </u>	Disabled Veteran Business Enterprise Participation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	Iran Contracting Act Certification
<u> X </u>	Russia Sanctions

4. **Compensation.** District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Nineteen Thousand, Eight Hundred and Fifty Dollars (\$19,850.00). District shall pay Consultant according to the following terms and conditions:
 - 4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.
 - 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement.
 - 4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
8. **Performance of Services.**
 - 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.
 - 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
 - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts

from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

11. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

12. **Termination.**

- 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.
- 12.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 12.2.1. material violation of this Agreement by Consultant; or
- 12.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees,

and volunteers (the “Indemnified Parties”) from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant’s own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

14. Insurance.

- 14.1. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below. Please see the attached Instructions for the Certificate of Insurance and Additional Insured Endorsements for a detailed list of endorsements that we accept.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Professional Liability	\$ 2,000,000
Workers’ Compensation	Statutory Limits
Employers’ Liability	\$ 2,000,000

- 14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
- 14.1.2. **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to Consultant’s profession, coverage to continue through completion of construction plus two (2) years thereafter.

- 14.2. **Proof of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies

shall include the following:

- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
 - 14.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** Consultant shall not assign the obligations of Consultant pursuant to this Agreement.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District.

16.1. **LABOR CODE REQUIREMENTS:** Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District.

16.1.1. **Registration:** If applicable, before a public works contract can be awarded, Consultant and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. At least one week before commencing work, Consultant shall provide to the District the name and DIR registration number for Consultant and any applicable subcontractor.

16.1.2. **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by the District or the Department of Industrial Relations.

- 16.1.3. **Labor Compliance:** Consultant shall perform the Services of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
17. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Consultant agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code section 1735 and District policy. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).
20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:
- 20.1. All site visits shall be arranged through the District;
- 20.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
- 20.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;
- 20.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;
- 20.5. Consultant and Consultant's employees shall not use student restroom facilities; and
- 20.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
21. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises ("DVBE"). In accordance therewith, Consultant must submit, upon request by the District, appropriate documentation to the District identifying the steps Consultant has taken to solicit DVBE participation in

conjunction with this Agreement, if applicable.

22. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
23. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 23.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.
- 23.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
24. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
25. **Confidentiality.** Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
26. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission or electronic mail, addressed as follows:

District:

Simi Valley Unified School District
 101 W. Cochran Street
 Simi Valley, CA 93065
 Fax: N/A
 Email: lori.rubenstein@simivalleyusd.org
 ATTN: Lori Rubenstein, Bond Program Manager

Consultant:

National Roofing Consultants, Inc.
118 Lincoln Ave
Pomona, California 91767
 Fax: 909-620-6068
 Email: mark@nrcroof.com
 ATTN: Mark Clonts

Any notice personally given or sent by facsimile transmission or electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

27. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

28. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
29. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
30. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
31. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
32. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
33. **Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
34. **Tolling of District's Claims.** Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.
35. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
36. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
37. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
38. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
39. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: November 12, 2021

Simi Valley Unified School District

By: _____

Print Name: Ron Todo

Print Title: Associate Superintendent Business
& Facilities

Dated: November 12, 2021

National Roofing Consultants, Inc

By: _____

Print Name: Mark Clonts

Print Title: President

Information regarding Consultant:

License No.: N/A

Registration No.: 1000037986

Address: 118 Lincoln Ave.
Pomona, CA 91767

Telephone: 909-620-0177

Facsimile: 909-620-6068

E-Mail: Mark@nrcroof.com

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☒ Corporation, State: California

☐ Limited Liability Company

☐ Other: _____

95-3535855 :

Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires Consultant to furnish the information requested in this section.

DS
MN

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is not made part of this Agreement.

Consultant shall provide all special inspection and testing services that the District, or its Board, officers, employees, representatives, or agents may request for each Project listed below. Consultant shall coordinate its Services with the District's representative, or his/her designee. Consultant shall also coordinate its Services with the District's other consultants.

School Site	Property Address	Project Description
Simi Valley High School	5400 Cochran Simi Valley, CA 93065	Kitchen Conversion Project. Conduct inspection and quality assurance of waterproof and roofing

TESTING AND INSPECTIONS

1. CONSULTANT'S SCOPE OF SERVICES

- 1.1 The scope of services includes completion of all DSA forms and requirements and the services as listed on page EX B-2 of the Consultant's proposal. Use only this page of the Consultant's proposal for scope only. **Completion of DSA Forms Not Applicable to this Project.**

A Division of the State Architect (DSA) Form 103, Statement of Structural Tests and Special Inspections, must be completed for each project and attached to this **Exhibit "A."** Form 103 indicates the type(s) of Inspection(s) and/or testing that will be performed as part of the scope of this Agreement. **Not Applicable to this project.**

- 1.2 The Consultant's Service at any one of sites or combination thereof may be changed, including terminated, in the same manner as the project, as indicated herein, without changing in any way the remaining Consultant's Services at other site(s). The provisions of this Agreement shall apply to the Consultant's Services at each site, without regard to the status of the remaining component(s).

2. CONSULTANT'S GENERAL OBLIGATIONS, DUTIES, AND RESPONSIBILITIES

- 2.1 The Consultant is personally responsible for verifying whether every aspect of the work that he or she is responsible to inspect complies with DSA approved documents.
- 2.2 The Consultant is subject to supervision/direction from the project inspector, architect, structural engineer, and DSA. However, the Consultant shall base all conclusion exclusively on the requirements of the DSA approved documents and applicable codes. In no case shall direction of the architect or engineer be construed to cause work to be done that does not conform with the DSA approved documents.
- 2.3 The Consultant is always responsible for the following duties:

2.3.1 Preparation for Inspection

2.3.1.1 Review and understand DSA approved plans, specifications, addenda, change orders and Field Change Documents relevant to the tasks to be performed. Review shop drawings, manufacturer's instructions, or other related documents that do not require the approval of DSA.

2.3.1.2 Coordinate with the project inspector on the interface of the work inspected with other aspects of the work.

2.3.2 Inspection

2.3.3 Reporting

2.3.3.1 Verbally report all deviations from DSA approved documents to the contractor and project inspector immediately. When deviations are not immediately corrected, report the deviations in writing to the contractor, project inspector, DSA, project architect and structural engineer. Report resolution of deviations to all parties in writing when deviations are corrected

2.3.3.2 Keep a log of deviations including status and resolution.

2.3.3.3 **Special Inspection Reports.** Consultants working at the project site are required to submit reports on a daily basis to the project inspector. Special inspectors working at locations off-site are required to submit daily report to the project inspector within 14 days of the date of inspection. All daily reports must be copied to the project architect, structural engineer, District, and DSA within 14 days of the date of the inspection. Reports indicating deviations in the work shall be forwarded immediately. A daily special inspection report template (DSA-250 or current version) is provided on the DSA website.

2.4 Frequency of Special Inspections

2.4.1 **Periodic.** The part-time or intermittent observation of work requiring special inspection by an approved special inspector who is present in the area where the work has been or is being performed and at the completion of the work. The period between inspections varies for different type of work, the pace of the construction, the number of workers, the quality

2.4.2 of workmanship, and other factors. It is the responsibility of the special inspector to provide inspections at an appropriate frequency and at appropriate times during construction. The inspector must have adequate experience and exhibit good judgment in determining the frequency and timing of inspections.

2.4.3 **Continuous.** The full-time observation of work requiring special inspection by an approved special inspector who is present in the area where the work is being performed, as required.

2.4.4 **Factory-Built Building In-Plant Inspection.** Inspectors performing factory-built building "in-plant" inspection are responsible for all aspects of the inspection of construction and for monitoring all work of the testing laboratories and special inspection that occurs in the fabrication plant, except for factory-built building stockpile projects where the construction done in the fabrication plant is the entire scope of the project.

3 ACCEPTED INDUSTRY PRACTICES, COMPLIANCE WITH ALL LAWS

3.3 The Inspector shall follow accepted industry practices and comply with all applicable federal, state and local laws, regulations, and ordinances applicable to the work on the Project including California Code of Regulations, Title 24, including amendments, in the edition referenced in the Contract Documents.

3.4 The inspection shall be according to the DSA inspection rules and regulations including, without limitation, all the requirements included and/or referenced in the following forms:

3.4.1 Form DSA IR 17-6, Structural Special Inspector Duties and Responsibilities.

3.4.2 Form DSA IR A-15 Testing and Inspection of Remotely Fabricated Structural Elements.

3.4.3 DSA 152 Inspection Card Manual.

4 Nothing in the drawings, plans and specifications is to be construed to permit construction work not conforming to the above industry practices and/or federal, state and local laws, regulations, and ordinances applicable to the Work.

EXHIBIT "B"
CONSULTANTS PROPOSAL

Consultant's entire proposal is NOT made part of this Agreement.

Please see Consultant's proposal for fee and partial scope and fee only, Exhibit B-1. Completion of all DSA forms and requirements are included in this Agreement.

EXHIBIT "C"
CERTIFICATIONS / DECLARATIONS

NONCOLLUSION DECLARATION
Public Contract Code Section 7106

TO BE EXECUTED BY CONSULTANT AND SUBMITTED WITH CONTRACT

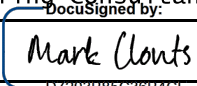
The undersigned declares:

I am the President of National Roofing Consultants, Inc.,
 (Title) (Bidder Name)
 the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this ____ day of _____, 20__ at _____.
 (City, State)

Proper Name of Bidder:	<u>National Roofing Consultants, Inc.</u>
Signature:	<u></u> <small>DocuSigned by: D7203B85C36B4CE...</small>
Print Name:	<u>Mark Clonts</u>
Title:	<u>President</u>

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

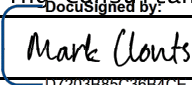
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

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

Date: 10/2/2023

Proper Name of Consultant: National Roofing Consultants, Inc.

Signature: 

Print Name: Mark Clonts

Title: President

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

DRUG-FREE WORKPLACE CERTIFICATION

I, Mark Clonts, am the President of
(Print Name) [SimiGOV8350] (Title)
National Roofing Consultants, Inc.
(Contractor Name)

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

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

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

Executed at _____ this 02 day of OCT, 2023.

DocuSigned by: _____
(City and State)

Mark Clonts
(Signature)

Mark Clonts
(Printed or Typed Name)

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT:

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

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

National Roofing Consultants, Inc. ("Contractor" or "Bidder") includes the following provisions:
[SimiLAB6400]

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

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

Date: 10/2/2023

Contractor: National Roofing Consultants, Inc.

Signature: 

Print Name: Mark Clonts

Title: President

END OF DOCUMENT

FINGERPRINT CERTIFICATE

I, Mark Clonts, am the President of

(Print Name)

[SimiEDU45125-1]

(Title)

National Roofing Consultants, Inc.

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

(Entity)

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

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

Entity/Contractor
DOJ issued ORI #



00000



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

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

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

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

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

Executed at Pomona, CA this 02 day of OCT, 2023.

DocuSigned by:

(City and State)

[SimiEDU45125-1b]

(Signature)

Mark Clonts

(Handwritten or Typed Name)

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

FINGERPRINT CERTIFICATE

ATTACHMENT B-1

[SimiEDU45125-2]

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

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

DISABLED VETERAN BUSINESS ENTERPRISE (“DVBE”) PARTICIPATION GOAL PROGRAM POLICY

1. DVBE Participation Goal Program Policy. SIMI VALLEY UNIFIED SCHOOL DISTRICT (“the District”) is committed to achieving the legislatively and administratively established Participation Goal for Disabled Business Enterprises (“DVBEs”). Through the DVBE Participation Goal Program, the District encourages contractors to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract. The District’s commitment to the achievement of DVBE Participation Goal for the Work of the Contract shall not, however, result in the District’s discrimination in the award of the Contract on the basis of ethnic group identification, ancestry, religion, age, sex, race, color, or physical or mental disability.
2. Definitions.
 - 2.1. Disabled Veteran. A “Disabled Veteran” means a veteran of the military, naval, or air service of the United States with at least ten percent (10%) service-connected disability who is a resident of the State of California.
 - 2.2. Disabled Veteran Business Enterprise. A “Disabled Veteran Business Enterprise” (“DVBE”) means a business enterprise certified by the Office of Small and Minority Business, State of California, Department of General Services, as a “Disabled Veteran Business Enterprise”.
 - 2.3. Good Faith Efforts. As use herein, the term “Good Faith Efforts” shall be deemed to mean demonstrable and effective efforts of the Bidder to seek out, consider and secure DVBEs as potential Subcontractors or Material Suppliers, or both, in order to meet the Participation Goal; the Good Faith Efforts must be an active and aggressive effort to meet the Participation Goal, as more particularly set forth herein.
3. Participation Goal.
 - 3.1. Participation Goal Defined. The term “Participation Goal” is a numerically expressed objective for DVBE participation in performing the Work of the Contract. The DVBE Participation Goal is not a quota, set-aside, or rigid proportion.
 - 3.2. DVBE Participation Goal. The DVBE Participation Goal is Three Percent (3%) of total amount of Bidder’s Bid Proposal, inclusive of the value of additive Alternate Bid Items, if any.
4. Good Faith Efforts to Meet Participation Goal.
 - 4.1. Good Faith Efforts. The Bid Proposal submitted by any Bidder who has not met the DVBE Participation Goal shall be considered responsive only if the Bidder represents that it made Good Faith Efforts to meet the DVBE Participation Goal.
 - 4.2. Good Faith Efforts to Meet DVBE Participation Goal. A Bidder must secure the participation of DVBEs in a timely manner to ensure that potential DVBE Subcontractors or Material Suppliers have an adequate opportunity to respond to the Bidder’s solicitation of sub-bids and be given serious consideration by the Bidder prior to the closing time for the receipt of Bid Proposals. Such Good Faith Efforts shall include, without limitation:
 - 4.2.1. DVBE Work and Active Solicitation of DVBEs. The Bidder’s identification of portions of the Work which may be provided or performed by DVBE Subcontractors and/or Material Suppliers and the Bidder’s active and sincere solicitation of DVBEs for those identified portions of the Work.
 - 4.2.2. Contact Agencies for DVBEs. Contact local, state and/or federal agencies, and local DVBE organizations to identify potential DVBEs for performing portions of the Work;

- 4.2.3. Advertisements. Advertise (with sufficient time for submission of sub-bids and the Bidder's good faith consideration of the same) prior to the last date for submittal of Bid Proposals in: (i) one or more daily or weekly newspapers of general circulation published in the locality of the Work, and (ii) one or more construction trade publications, and (iii) one or more construction trade publications, journals or papers focusing on DVBEs. Each of the advertisements pursuant to the preceding, must state the following: (i) identification of the general description of the Work and an identification of the District; (ii) state the closing date and time for the District's receipt of Bid Proposals; (iii) state the last date and time for submission of sub-bids from DVBEs to the Bidder; (iv) request sub-bids from DVBE Subcontractors or Material Suppliers; (v) identify the type of Work of the Contract available for sub-bids by DVBEs; and (vi) unequivocally state the requirement of bonds, if any, of a DVBE sub-Bidder and who is to bear the expense of obtaining any required bonds.
- 4.2.4. Direct Solicitation of DVBEs. Solicit by direct mail, telephone or personal contact a sufficient number of DVBEs who offer work or services appropriate for the Work identified by the Bidder under Paragraph 4.2.1 above. Solicitations shall be made in a timely manner and contain sufficient information for a sub-Bidder to make a reasonable sub-bid and the Bidder's good faith consideration of the same, including, without limitation, the following: (i) identification of the general description of the Work and an identification of the District; (ii) state the closing date and time for the District's receipt of Bid Proposals; (iii) state the last date and time for submission of bids from DVBEs to the Bidder; (iv) request sub-bids from Subcontractors or Material Suppliers; (v) identify the type of Work of the Contract available for sub-bids by DVBEs; and (vi) unequivocally state the requirement of bonds of a DVBE sub-Bidder and who is to bear the expense of obtaining any required bonds.
- 4.2.5. Bidder Follow-Up to DVBE Interest. The Bidder shall follow-up initial expressions of interest of DVBEs in performing a portion of the Work by contacting such DVBEs to determine with certainty whether such DVBEs are interested in performing specific items of the Work of the Contract and submitting a sub-bid for a portion of the Work.
- 4.2.6. Good Faith Negotiations with Potential DVBE Subcontractors. The Bidder shall negotiate in good faith with potential DVBEs Subcontractors or Material Suppliers and shall not unjustifiably reject, as unsatisfactory, bids prepared by any DVBE for a portion of the Work of the Project. In the event that the District shall reasonably determine that the Bidder has failed to engage in good faith negotiations with a potential DVBE participant or rejects the sub-bid of a DVBE without justification, the District may deem the Bid Proposal of such Bidder to be non-responsive.
5. Documentation of Achievement of Participation Goal or Good Faith Efforts. Each Bidder shall note, where indicated, in the form of Bid Proposal whether the DVBE Participation Goal was achieved and if not, that Good Faith Efforts were made to achieve the DVBE Participation Goal. **The Bidders submitting the three lowest priced Bid Proposals (as determined at the time of the District's public opening and reading of Bid Proposals), shall submit to the District documentation and supporting evidence of achievement of the DVBE Participation Goal or Good Faith efforts to achieve the DVBE Participation Goal.** Such documentation and supporting evidence shall be in the form of duly completed forms of the DVBE Participation Worksheets issued by the District; unless modified by the District, completed DVBE Worksheets must be submitted to the District Purchasing Department no later than 5:00 p.m. of the third (3rd) working day after the date of the opening of Bid Proposals. The District may, at its discretion, request that Bidders, other than the Bidders submitting the three lowest priced Bid Proposals, submit documentation of compliance with the DVBE Participation Goal Program at any time after the District's opening of Bid Proposals and

prior to the District's award of the Contract. **If a Bidder is required or requested by the District to submit DVBE Participation Goal Program documentation, the failure of any Bidder to timely submit complete and accurate documentation on DVBE Participation Worksheets issued by the District at or prior to the time established herein will render the Bidder's Bid Proposal non-responsive and rejected.**

6. Counting of DVBE Participation.

- 6.1. Certification. DVBEs must be certified in the category identified prior to the closing time for the District's receipt of Bid Proposals; any DVBE who is not so certified will result in such DVBE not counting towards the DVBE Participation Goal.
- 6.2. Bidder Acceptance of Sub-Bid. Sub-bids of DVBEs shall be accepted by the Bidder prior to the closing time for the District's receipt of Bid Proposals, with such acceptance subject only to the District's award of the Contract to the Bidder.
- 6.3. Value of Participation Goal. The total dollar value of a contract between the Bidder and a certified DVBE will count towards the DVBE Participation Goal.
- 6.4. Joint Ventures. If a DVBE is a member of a joint venture, only the dollar value of the Work actually performed by the DVBE member of the joint venture will count towards the DVBE Participation Goal, unless the joint venture entity itself is certified as a DVBE.
- 6.5. Bidder as DVBE. A Bidder certified as a DVBE may count towards the Participation Goal the dollar value of the Work actually performed by the Bidder's own forces. A Bidder certified as a DVBE is not relieved from meeting the DVBE Participation Goal or making Good Faith Efforts to achieve the Participation Goal if the value of its Work is less than the DVBE Participation Goal.
- 6.6. Lower Tier Subcontractors; Material Suppliers. The Bidder may count towards the DVBE Participation Goal the total dollar value of contracts let by its Subcontractors or Material Suppliers to lower tier Subcontractors or Material Suppliers certified as DVBEs provided that such lower tier Subcontractors or Material Suppliers actually assume the contractual responsibility and obligation for the total dollar value of the Work or materials to be supplied by such lower tier Subcontractors or Material Suppliers.
- 6.7. Commercially Useful Functions. DVBEs used by the Bidder to establish achievement of the Participation Goal shall be considered as meeting the Participation Goal only if the DVBE is responsible for execution of a distinct element of the Work of the Contract, carry out its obligations by actually performing, managing, or supervising the Work for which the DVBE is responsible for executing. Such DVBEs must be responsible for the portion of the Work which is normal for its business services and functions. A DVBE Subcontractor who subcontracts a significantly greater portion of the Work assumed by the DVBE Subcontractor than would be considered normal and usual under industry standards and practices will not be presumed to be performing a commercially useful function, and such DVBE Subcontractor will not count or be considered for purposes of achieving the Participation Goal.

7. Substitution of DVBEs. If the Bidder awarded the Contract deems it necessary to substitute a DVBE Subcontractor or Material Supplier identified in the Subcontractor's List submitted with the Bidder's Bid Proposal, all provisions of the Contract Documents relating to the substitution of Subcontractors shall be applicable and complied with by the successful Bidder. In addition to the provisions of the Contract Documents relating to the substitution of listed Subcontractors, if a DVBE under a direct contract with the Bidder is to be substituted, the successful Bidder is strongly encouraged to substitute the listed DVBE with an equivalent and certified DVBE.

8. Monitoring of DVBE Participation.

- 8.1. DVBE Participation Worksheets. If the Bidder awarded the Contract is required by the District to complete and submit DVBE Participation Worksheets, the completed forms of DVBE Participation Worksheets submitted by the Bidder shall be deemed a part of the Contract Documents.
- 8.2. Continuing Responsibilities. Efforts of the successful Bidder to include the participation of DVBEs in the performance of the Work of the Contract shall not terminate with the award of the Contract to such Bidder. The successful Bidder's efforts to secure the participation of DVBEs shall continue for the duration of the Work of the Contract, including when the successful Bidder is purchasing materials, equipment, supplies, and/or needs additional Subcontractors (including substitution of listed Subcontractors).
- 8.3. DVBE Participation Reports and Data. During performance of the Work of the Contract, the successful Bidder shall maintain complete and accurate records of DVBE Participation in executing the Work. From time-to-time, upon the request of the District the Bidder awarded the Contract shall submit reports, in form and content satisfactory to the District, regarding DVBE Participation in the Work of the Contract, including the participation of DVBEs in the performance of approved Changes to the Work. The failure or refusal of the successful Bidder to submit reports of DVBE Participation during performance of the Work within ten (10) days of the District's request for such reports may be deemed by the District to be the successful Bidder's default of a material obligation of the Contract and thereupon, the District may exercise any right or remedy provided for under the Contract Documents or at law, including without limitation termination of the Contract for default or the withholding of payments otherwise due under the Contract Documents until such report(s) is/are received. If requested by the District, upon completion of the Work of the Contract, the successful Bidder shall submit a final report identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each such DVBE and the dollar value of the Work performed by each such DVBE. In the event that the District shall request a report of DVBE utilization upon completion of the Work of the Contract, the submission of such report in form and content satisfactory to the District shall be deemed a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. In such event, the submission of such final report shall be in addition to, and not in lieu of any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment of the Final Payment. The Bidder awarded the Contract shall maintain books and records of DVBE Participation in the Work for at least three (3) years following completion of the Project; during such time, the District shall have access, upon reasonable advance notice, to such books and records for inspection or reproduction.
- 8.4. Contract Audit. The successful Bidder awarded the Contract agrees that the District, or its designee, shall have the right to review, obtain and/or copy any and all writings, materials, documents and other records pertaining to utilization of DVBEs in performance of the Contract. The successful Bidder awarded the Contract agrees that the District, or its designee, shall have access to any of the successful Bidder's premises upon reasonable notice, during usual business hours for the purpose of interviewing employees and inspecting and/or copying such writings, materials, documents and other documents which may be relevant to a matter under investigation for the purpose of determining compliance with the DVBE Participation Goal Program Policy.
9. Capitalized Terms. Capitalized terms used herein shall be as defined herein or elsewhere in the Contract Documents.

[END OF SECTION]

IRAN CONTRACTING ACT
(Public Contract Code sections 2202-2208)
(SUBMIT WITH BID PROPOSAL IF BID PROPOSAL PRICE EXCEEDS \$1,000,000)

PROJECT: «NAME_OF_PROJECT»; BID# «BID_NO»

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

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

OPTION #1 - CERTIFICATION

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

Vendor Name/Financial Institution (Printed)		Federal ID Number (or n/a)
National Roofing Consultants,		95-3535855
DocuSigned by:		
By (Authorized Signature) <i>Mark Clonts</i>		
Printed Name and Title of Person Signing Mark Clonts		
Date Executed	10/2/2023	Executed in Pomona

OPTION #2 – EXEMPTION

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

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

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

COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

Contract Number(s) and/or Grant Number(s): R24-01954 (Attach additional page as needed)

Per Executive Order N-6-22, all contractors and grantees that have agreements valued at \$5 million or more with agencies/departments subject to the California Governor's authority are directed to report to their contracting or grantor agency or department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

Please insert the contractor/grantee name and Federal ID Number (if available) and complete the notice and attach a report as described below.

NOTICE

Having conducted a good faith review, I attest that the contractor/grantee is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

Contractor/Grantee Name (Printed) National Roofing Consultants, Inc.		Federal ID Number (or n/a) 95.3535855
DocuSigned by: By (Authorized Signature) <i>Mark Clonts</i>		
Printed Name and Title of Person Signing Mark Clonts		
Date 10/2/2023		

Please attach a report to this notice form and return it to the individual identified in the cover letter within 60 calendar days, describing the steps, if any, you have taken in response to Russia's actions in Ukraine.

Note that responses may be subject to disclosure under the California Public Records Act. Accordingly, it is within the discretion of the respondent to determine what information to provide. Additionally, please do not include any confidential information or disclosures that could pose security risks.



INSTRUCTIONS for the CERTIFICATE OF INSURANCE and ADDITIONAL INSURED ENDORSEMENT

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

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

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

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

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

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

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

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

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

Public Works / Contractors

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

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

POLICY NUMBER:

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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



September 25, 2023

P23-248

National Roofing Consultants, Inc. 118 Lincoln Avenue, Pomona, CA 91767 909/620-0177 Fax 909/620-6068

PROPOSAL

CLIENT:

SIMI VALLEY USD

101 W. Cochran St.
Simi Valley, CA 93065

Lori Rubenstein
805.306.4500 x4461
lori.rubenstein@simivalleyusd.org

JOB:

SIMI VALLEY HIGH SCHOOL – KITCHEN PROJECT

5400 W. Cochran St.
Simi Valley, CA

WATERPROOFING/ROOFING INSPECTIONS AND FEES

PREVAILING WAGE RATES

2000 PRE-JOB CONFERENCE - PER TRIP

FEE \$1,200.00/trip

CLIENT INITIAL _____

Includes conference at the site with NRC representative, owner representative, applicator, general contractor, architect, and any other interested/pertinent parties to walk the job and review specifications and plans. Walk plywood/OSB deck. Check moisture, parapets, low spots, high nails, plywood gaps, seismic straps, drains, flashings, curbs, etc. Discuss roof slope. Verify materials, including warranty, and any other items for new roof application. Fee quoted is for one (1) trip; additional trips shall increase cost(s).

2010 INSPECTIONS

FEE \$800.00 x 20 inspections

CLIENT INITIAL _____

Inspector will check to verify proper application/installation. Original hand-written reports will be mailed to the client with monthly invoice. If requested, a copy of the daily report will be provided to client's on-site representative. Inspection can be provided during roofing, decking or waterproofing application. NRC or on-site representative must be notified in advance of any schedule changes. Lack of notification subject to half inspection rate which the Owner can back charge to applicator. **The actual number of days required to complete is only an estimate and is dependent upon the size of the crew, weather conditions, job delays beyond NRC control, etc. and does not take into account additional charges that may be incurred for overtime work or weekends/holidays.**

2030 FINAL INSPECTION/PUNCH LIST - PER TRIP

FEE \$1,200.00/trip x 2 trips

CLIENT INITIAL _____

Includes final job walk and punch list or letter of completion. Check all surfaces of finished roof, parapets, flashings, etc. Also check other trades that would affect the roof's water tightness, i.e. plumber, A/C, electrical, etc. Fee quoted is for one (1) trip; additional trips shall increase cost(s).

1060 ADMINISTRATIVE SERVICE FEE

FEE \$250.00

An administrative service fee is charged for additional document preparation including but not limited to the following: registration with an outsourced payment management/procurement company, preparation of additional vendor forms, pay applications in addition to and/or in lieu of NRC's standard invoice, schedule of values, 3rd party vendor credentialing/accounts payable, etc. The fee will be charged as one time lump sum.

PROPOSAL
9/25/2023

SIMI VALLEY USD
SIMI VALLEY HIGH SCHOOL – KITCHEN PROJECT

P23-248

ESTIMATED TOTAL FEES	\$19,850.00
-----------------------------	--------------------

THE FEES IN THIS PROPOSAL ARE VALID 90 DAYS FROM DATE OF PROPOSAL.

PROPOSAL
9/25/2023SIMI VALLEY USD
SIMI VALLEY HIGH SCHOOL – KITCHEN PROJECT

P23-248

INSURANCE

National Roofing Consultants, Inc. (hereafter NRC), carries general liability, automobile and State-required worker's compensation insurance policies. Certificates of insurance are available for all policies. Requests for naming the owner, client, contractor, etc. as additional insured on NRC insurance policies shall be made before start of work. Payment for NRC services shall not be withheld due to lack of additional insured if it was not requested until after the start of work.

TERMS

Signed proposal/contract shall be on file with NRC before paperwork is released. Verbal report is available upon request after completion of inspection. Payment in full of all invoices is expected from the client who signs the contract/proposal. As a consulting firm, NRC provides no materials or construction labor, is not a licensed contractor, is not a sub-contractor, and therefore is **not subject to retention of funds**. NRC shall exercise normal collection procedures if payment is late. The client shall be responsible for prompt payment of all invoices, regardless of financial arrangements they have with any other parties. Payment terms are as follows: Net 30, with invoices unpaid after 30 days being subjected to 18% interest per annum (or 1.5% interest per month). Because NRC also strives to keep overhead low, if a license is required for any job in a city for which NRC does not already hold one, it shall be added to the bill. Return visits to the job after completion shall impose further costs based upon regular NRC fee schedules.

LIABILITY AND INDEMNITY

NRC does not assume responsibility for safety regulations, for permits, licenses, building department inspection, financial integrity of contractor(s), his insurance coverage or integrity of the structure itself. Client agrees that in accordance with generally accepted construction practices, construction contractor shall be required to assume sole and complete responsibility for job site safety of all persons and property.

NRC does not perform "hands on" work but only inspection, and receives proportionately far less remuneration than the sub-contractor or general contractor; therefore, NRC shall not be held liable for those items, which are their (the general and the sub-contractor(s)) responsibilities, i.e. workmanship, leakage, water damage and specification compliance, etc. Client agrees to defend, indemnify and hold NRC harmless from any and all liability, real or alleged, in connection with the performance of services on this project. All claims, including those for negligence or any other cause whatsoever, shall be deemed waived unless submitted in writing and received by NRC within one (1) year after National Roofing Consultants' completion of services. Client agrees to compensate NRC \$250/hour for additional time including depositions, subpoenas, additional reports, etc.

NRC shall not be held liable in any manner whatsoever for its own or its employees words or actions, for claims arising from error, omission or professional negligence; for any and all damages, including but not limited to any or all costs, attorney fees, litigation expenses, judgments, overrun costs, et cetera, which exceed fees received by NRC.

ACCEPTANCE OF PROPOSAL/CONTRACT

Client agrees to accept services proposed by NRC with regard to the referenced job as outlined herein, by authorized signature below. A signed and dated copy of this document shall be considered a contract. If the client writes a separate contract, this document shall be made a part of that contract. This document shall be signed and returned to the NRC office before work begins. This contract/proposal may be canceled by either party if terms of the contract or the work are not acceptable. Email transmission of signed document is acceptable for start of work.

SIMI VALLEY USD**NATIONAL ROOFING CONSULTANTS, INC.**

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Date

Title

Date

Certificate Of Completion

Envelope Id: 54DB4612D1814C54B35B6ED25B2C26AC

Status: Completed

Subject: Complete with DocuSign: SVHS Kitchen -Independent Consultant Services Agreement - Special Testi...

Source Envelope:

Document Pages: 33

Signatures: 9

Envelope Originator:

Certificate Pages: 5

Initials: 1

Bond Contracts

AutoNav: Enabled

Simi Valley Unified School District

Enveloped Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

9/29/2023 4:17:45 PM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

Signer Events

Mark Clonts

mark@nrcroof.com

President

National Roofing Consultants, Inc.

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

DocuSigned by:


D7203B85C36B4CE...

Signature Adoption: Pre-selected Style

Using IP Address: 47.181.78.150

Timestamp

Sent: 9/29/2023 4:35:31 PM

Viewed: 10/2/2023 1:00:12 PM

Signed: 10/2/2023 1:02:54 PM

Electronic Record and Signature Disclosure:

Accepted: 10/2/2023 1:00:12 PM

ID: 9e0dc1d5-0627-482b-9376-d4101b4ff33d

Maria Nieto

maria.nieto@simivalleyusd.org

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

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

Sent: 10/2/2023 1:02:56 PM

Resent: 10/18/2023 3:05:03 PM

Viewed: 10/18/2023 3:05:29 PM

Signed: 10/18/2023 3:05:42 PM

Electronic Record and Signature Disclosure:

Accepted: 10/2/2023 2:03:00 PM

ID: 7e0a2141-1d0e-4b16-bb00-973f8d90df49

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: 23.240.150.124

Sent: 10/18/2023 3:05:43 PM

Viewed: 10/18/2023 7:14:19 PM

Signed: 10/18/2023 7:14:27 PM

Electronic Record and Signature Disclosure:

Accepted: 10/18/2023 7:14:19 PM

ID: 108c7eaa-5d58-4a6c-9b55-4ab014a0b310

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	9/29/2023 4:35:31 PM
Envelope Updated	Security Checked	10/2/2023 10:27:03 AM
Certified Delivered	Security Checked	10/18/2023 7:14:19 PM
Signing Complete	Security Checked	10/18/2023 7:14:27 PM
Completed	Security Checked	10/18/2023 7:14:27 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

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

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

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

To request paper copies from Simi Valley Unified School District

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

To withdraw your consent with Simi Valley Unified School District

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

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

Required hardware and software

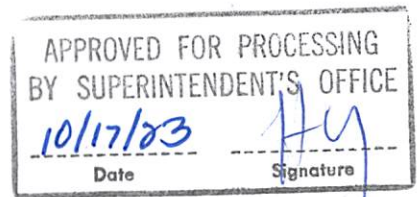
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



TITLE: APPROVAL OF AMENDMENT 3 TO AGREEMENT NO. R22-02903 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND BALFOUR BEATTY CONSTRUCTION, LLC FOR THE MASTER AGREEMENTS AT ROYAL HIGH SCHOOL

Business & Facilities
Consent #11

October 17, 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.

On February 15, 2022 the Board of Education approved Agreement No. R22-02903 being utilized as the Master Construction Agreement for assigning projects to Balfour Beatty Construction, LLC.

On February 21, 2023 approved Balfour Beatty Construction for Preconstruction services for the new Simi Valley MPR / Kitchen / Classroom building.

The District has changed insurance requirements. See Exhibit A.

Fiscal Analysis

None

Recommendation

It is recommended that the Board of Education approve Amendment 3 to Agreement R22-02903 for Master Construction Services.

On motion # 39 by Trustee LaBelle, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Amendment 3 to Agreement R22-02903 for Master Construction Services Agreement.

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

AMENDMENT NO. 3
(Master Lease-Leaseback Agreement #R22-02903)

This Amendment No. 3 ("Amendment") to the Master Lease-Leaseback Agreement (which is comprised of the Master Site Lease, Master Sublease, and Master Construction Services Agreement, collectively referred to as the "Master Lease-Leaseback Agreement") between Simi Valley Unified School District ("District") and Balfour Beatty Construction, LLC ("Contractor") is hereby amended as follows:

WHEREAS, District and Contractor entered into the Master Lease-Leaseback Agreement for Measure X Projects on or about January 18, 2022;

WHEREAS, under the Master Lease-Leaseback Agreement, Contractor has been awarded two projects: new kitchen project at Simi Valley High School with a construction estimate of \$7M, and the new multipurpose room project at Simi Valley High School with a construction estimate of \$35M; and

WHEREAS, the insurance requirements contained in Section 35 of the Master Construction Services Agreement need to be adjusted to better reflect that construction estimates for the new kitchen project and the new multipurpose room project; and

WHEREAS, the District and Contractor agree to amend the Master Lease-Leaseback Agreement; and

NOW THEREFORE, DISTRICT AND CONTRACTOR AGREE AS FOLLOWS:

1. For the new kitchen project, Section 35.4, 35.5 and 35.6 shall read,

35.4 Specific Insurance Requirements for Contractors

35.4.1 Contractor shall take out and maintain all insurance requirements. All Subcontractors, if any, whether primary or secondary, to take out and maintain as stated in Subcontractor Special Insurance Requirements:

35.4.2 Commercial General Liability Insurance (including products, completed operations, property damage, bodily injury, personal, and advertising) which provides limits of not less than:

- | | |
|-------------------------------------------|-----------------|
| 1. Per occurrence (combined single limit) | \$5,000,000.00 |
| 2. Project Specific Aggregate | \$10,000,000.00 |
| 3. Products and Completed Operations | \$5,000,000.00 |
| 4. Personal and Advertising Injury Limit | \$1,000,000.00 |

35.4.3 Insurance Covering Special Hazards. The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

- | | |
|-------------------------------------------------------|----------------|
| 1. Automotive and truck where operated in amounts | \$5,000,000.00 |
| 2. Material Hoist where used in amounts | \$2,000,000.00 |
| 3. Explosion, Collapse and Underground (XCU coverage) | \$1,000,000.00 |

4. Pollution Liability is two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) in the aggregate.
 5. In addition, provide Excess Liability Insurance coverage in the amount of Five Million Dollars (\$5,000,000).
- 35.4.4 Employer's Liability Insurance – for the new kitchen project at Simi Valley High School, Contractor shall provide employer's liability insurance in an amount of not less than \$1,000,000.00.
- 35.5.5 Workers' Compensation Insurance. During the term of this Contract, the Contractor shall provide workers' compensation insurance (not less than \$1M) for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's Work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance (not less than \$1M) for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance and in comply with Labor Code § 3700.
- 35.5.6 Builder's Risk/All Risk: The District, during the progress of the Work and until Final Acceptance of all Work by the District, shall obtain and maintain Builder's Risk Insurance Coverage, at the District's cost and expense, on all insurable Work included under the Contract Documents including coverage and insurance against vandalism and malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, and collapse upon the entire Work which is the subject of the Contract Documents, and including completed Work and Work in progress to the full insurable value thereof. In consideration of the District's payment of costs and expenses to obtain and maintain the Builders Risk policy of insurance, in the event of a claim or loss triggering the deductible payment under the Builders Risk policy of insurance, the Contractor shall be solely and exclusively responsible for payment of such deductible of Fifty Thousand Dollars (\$50,000). At the sole discretion of the District, the District may make payment of such deductible and thereafter deduct the amount of such deductible from the Contract Price. In the event of damage or destruction to Work resulting from an event covered by the Builders Risk policy, all costs to repair, restore or replace such Work which exceeds proceeds available under the Builders Risk policy shall be the sole responsibility of the Contractor, without adjustment of the Contract Price.
- 35.6 Specific Insurance Requirements for the subcontractors
- 35.6.1 All Subcontractors, if any, whether primary or secondary, to take out and maintain, the following:
- 35.6.2 Commercial General Liability Insurance (including products, completed operations, property damage, bodily injury, personal, and advertising) which provides limits of not less than:

- | | |
|-------------------------------------------------------|----------------|
| 1. Per occurrence (combined single limit) | \$2,000,000.00 |
| 2. Project Specific Aggregate (for this Project only) | \$4,000,000.00 |
| 3. Products and Completed Operations | \$1,000,000.00 |
| 4. Personal and Advertising Injury Limit | \$1,000,000.00 |

35.6.3 Insurance Covering Special Hazards. The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

- | | |
|-------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1. Automotive and truck where operated in amounts | \$1,000,000.00 |
| 2. Material Hoist where used in amounts | \$1,000,000.00 |
| 3. Pollution Liability is one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate. | |

35.6.4 Workers' Compensation Insurance. During the term of this Contract, the Contractor shall provide workers' compensation insurance (not less than \$2M) for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's Work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance (not less than \$2M) for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance and in comply with Labor Code § 3700.

2. For the new multipurpose room project, Section 35.4, 35.5 and 3.5.6 shall read,

35.4 Specific Insurance Requirements for Contractor

35.4.1 Contractor shall take out and maintain all insurance requirements. All Subcontractors, if any, whether primary or secondary, to take out and maintain as stated in Subcontractor Special Insurance Requirements: Contractor shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

35.4.2 Commercial General Liability Insurance (including products, completed operations, property damage, bodily injury, personal, and advertising) which provides limits of not less than:

- | | |
|-------------------------------------------------------|-----------------|
| 1. Per occurrence (combined single limit) | \$25,000,000.00 |
| 2. Project Specific Aggregate (for this project only) | \$50,000,000.00 |
| 3. Products and Completed Operations | \$10,000,000.00 |

4. Personal and Advertising Injury Limit \$5,000,000.00

35.4.3 Insurance Covering Special Hazards. The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

1. Automotive and truck where operated in amounts \$5,000,000.00
2. Material Hoist where used in amounts \$5,000,000.00
3. Explosion, Collapse and Underground (XCU coverage) \$10,000,000.00
4. Pollution Liability is two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) in the aggregate.
5. In addition, provide Excess Liability Insurance coverage in the amount of Ten Million Dollars (\$10,000,000.00).

35.4.4 Employer's Liability Insurance – for the new multipurpose room project at Simi Valley High School, Contractor shall provide employer's liability insurance in an amount of not less than \$1,000,000.00.

35.5.5 Workers' Compensation Insurance. During the term of this Contract, the Contractor shall provide workers' compensation insurance (not less than \$1M) for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's Work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance (not less than \$1M) for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance and in comply with Labor Code § 3700.

35.5.6 Builder's Risk/All Risk: The District, during the progress of the Work and until Final Acceptance of all Work by the District, shall obtain and maintain Builder's Risk Insurance Coverage, at the District's cost and expense, on all insurable Work included under the Contract Documents including coverage and insurance against vandalism and malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, and collapse upon the entire Work which is the subject of the Contract Documents, and including completed Work and Work in progress to the full insurable value thereof. In consideration of the District's payment of costs and expenses to obtain and maintain the Builders Risk policy of insurance, in the event of a claim or loss triggering the deductible payment under the Builders Risk policy of insurance, the Contractor shall be solely and exclusively responsible for payment of such deductible of Fifty Thousand Dollars (\$50,000). At the sole discretion of the District, the District may make payment of such deductible and thereafter deduct the amount of such deductible from the Contract Price. In the event of damage or destruction to Work resulting from an event covered by the Builders

Risk policy, all costs to repair, restore or replace such Work which exceeds proceeds available under the Builders Risk policy shall be the sole responsibility of the Contractor, without adjustment of the Contract Price.

35.5.7 *Course-of-Construction Insurance Requirements, for projects over \$25 million.* The Contractor is to carry the difference between \$25 million and the construction cost. The Contractor, during the progress of the Work and until final acceptance of the Work by District upon completion of the entire Contract, shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement value basis consistent with the total replacement cost of the structures where work is being performed inclusive of all Work for the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including the underlying structure where Work is being performed, completed Work and Work in progress, to the full insurable value thereof. Such insurance shall include the District and the Architect as additional named insureds, and any other person with an insurable interest as designated by the District.

The Contractor shall submit to the District for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the "Builder's Risk/All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the District nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

35.6 Specific Insurance Requirements for the subcontractors

35.6.1 All Subcontractors, if any, whether primary or secondary, to take out and maintain, the following:

35.6.2 Commercial General Liability Insurance (including products, completed operations, property damage, bodily injury, personal, and advertising) which provides limits of not less than:

- | | |
|-------------------------------------------------------|----------------|
| 1. Per occurrence (combined single limit) | \$2,000,000.00 |
| 2. Project Specific Aggregate (for this Project only) | \$4,000,000.00 |
| 3. Products and Completed Operations | \$1,000,000.00 |
| 4. Personal and Advertising Injury Limit | \$1,000,000.00 |

35.6.3 Insurance Covering Special Hazards. The following Special Hazards shall be covered by riders or riders to above mentioned public liability insurance or

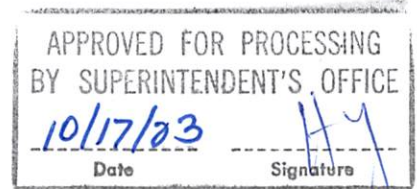
property damage insurance policy or policies of insurance, in amounts as follows:

1. Automotive and truck where operated in amounts \$2,000,000.00
2. Material Hoist where used in amounts \$5,000,000.00
3. Pollution Liability is two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) in the aggregate.

35.6.4 Workers' Compensation Insurance. During the term of this Contract, the Contractor shall provide workers' compensation insurance (not less than \$2M) for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's Work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance (not less than \$2M) for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance and in comply with Labor Code § 3700.

2. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement or the Master Lease-Leaseback Agreement.
3. This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed an original and all of which shall constitute one and the same instrument.
4. In the event of any inconsistency between the terms of this Amendment and the Master Lease-Leaseback Agreement, the terms of this Amendment shall control.

CONTRACTOR	DISTRICT:
BALFOUR BEATTY CONSTRUCTION, LLC	SIMI VALLEY UNIFIED SCHOOL DISTRICT
By: _____ Name Title	By: _____ Ron Todo Associate Supt. Bus & Facilities
DATE: _____	DATE: _____



**TITLE: APPROVAL OF AMENDMENT 4 TO AGREEMENT NO. R22-02903
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND BALFOUR
BEATTY CONSTRUCTION, LLC FOR THE MASTER AGREEMENTS AT
ROYAL HIGH SCHOOL**

Business & Facilities
Consent #12

October 17, 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.

On February 15, 2022 the Board of Education approved Agreement No. R22-02903 being utilized as the Master Construction Agreement for assigning projects to Balfour Beatty Construction, LLC.

On February 21, 2023 approved Balfour Beatty Construction for Preconstruction services for the new Simi Valley MPR / Kitchen / Classroom building.

On March 4, 2022, Governor Newsom issued Executive Order No. N-6-22 regarding sanctions against Russia and Russian entities and individuals. The District wants to incorporate the economic sanctions set forth in Executive Order No. N-6-22 against Russia and Russian entities and individuals into the Master Lease-Leaseback Agreement. See Exhibit A.

Fiscal Analysis

None

Recommendation

It is recommended that the Board of Education approve Amendment 4 to Agreement R22-02903 for Master Construction Services.

On motion # 39 by Trustee LaBelle, seconded by Trustee Pine
and carried by a vote of 8 to 0, the Board of Education, by a roll-call vote, approved
Amendment 4 to Agreement R22-02903 for Master Construction Services Agreement.

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

AMENDMENT NO. 4
(Master Lease-Leaseback Agreement #R22-02903)

This Amendment No. 4 ("Amendment") to the Master Lease-Leaseback Agreement (which is comprised of the Master Site Lease, Master Sublease, and Master Construction Services Agreement, collectively referred to as the "Master Lease-Leaseback Agreement") between Simi Valley Unified School District ("District") and Balfour Beatty Construction, LLC ("Contractor") is hereby amended as follows:

WHEREAS, District and Contractor entered into the Master Lease-Leaseback Agreement for the Royal High School Measure X Projects on or about January 18, 2022;

WHEREAS, on March 4, 2022, Governor Newsom issued Executive Order No. N-6-22 regarding sanctions against Russia and Russian entities and individuals; and

WHEREAS, the District wants to incorporate the economic sanctions set forth in Executive Order No. N-6-22 against Russia and Russian entities and individuals into the Master Lease-Leaseback Agreement; and

WHEREAS, the District and Contractor agree to amend the Master Lease-Leaseback Agreement; and

NOW THEREFORE, DISTRICT AND CONTRACTOR AGREE AS FOLLOWS:

1. Within 60 days from the final execution of this Amendment No. 4, Contractor shall complete and submit to the District the form entitled, "Compliance with Economic Sanctions in Response to Russia's Actions in Ukraine" that is attached hereto as Exhibit A.
2. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement or the Master Lease-Leaseback Agreement.
3. This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed an original and all of which shall constitute one and the same instrument.
4. In the event of any inconsistency between the terms of this Amendment and the Master Lease-Leaseback Agreement, the terms of this Amendment shall control.

Signatures on next page.

CONTRACTOR	DISTRICT:
BALFOUR BEATTY CONSTRUCTION, LLC	SIMI VALLEY UNIFIED SCHOOL DISTRICT
By: _____ Brian Cahill President – California Division	By: _____ Ron Todo Associate Supt. Bus & Facilities
DATE: _____	DATE: _____

Exhibit 1

COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

Contract Number(s) and/or Grant Number(s): **R22-02903, B24LS414, B23RS397** ____ (Attach additional page as needed)

Per Executive Order N-6-22, all contractors and grantees that have agreements valued at \$5 million or more with agencies/departments subject to the California Governor's authority are directed to report to their contracting or grantor agency or department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

Please insert the contractor/grantee name and Federal ID Number (if available) and complete the notice and attach a report as described below.

NOTICE

Having conducted a good faith review, I attest that the contractor/grantee is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

<i>Contractor/Grantee Name (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date</i>		

Please attach a report to this notice form and return it to the individual identified in the cover letter within 60 calendar days, describing the steps, if any, you have taken in response to Russia's actions in Ukraine.

Note that responses may be subject to disclosure under the California Public Records Act. Accordingly, it is within the discretion of the respondent to determine what information to provide. Additionally, please do not include any confidential information or disclosures that could pose security risks.



**TITLE: ELECTION OF 2016 (MEASURE X) BOND PROGRAM FINANCING
WRAP UP AND FUTURE FUNDING OPTIONS**

Business & Facilities
Information #5

October 17, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On November 8, 2016, District voters approved Measure X, a \$239 million school bond, with 65.4% support. Proceeds were approved to upgrade and modernize schools throughout the District. Original projections had a net interest expense of \$246,747,013. Strong growth in the tax base and low interest rates allowed the District to accelerate its bond program and issue all bonds two years earlier than expected. By selling bonds sooner, Simi Valley USD was able to minimize the impact of rising construction costs and lock in low interest rates establishing a net interest expense of \$198,840,619, reducing taxpayer interest expense by \$47.9 million.

SVUSD will continue to have needs for the district's campuses due to aging facilities and growing needs for technology and site improvements necessary to provide quality education programs. To improve the quality of education; modernize and upgrade outdated classrooms, science labs, restrooms and school facilities; repair and replace leaky roofs; upgrade or renovate inadequate electrical and deteriorating plumbing and sewer systems; improve student access to computers/modern technology; and make health, safety and handicapped accessibility improvements, Simi Valley Unified School District will need to establish funding into the future. The Board and community must be kept apprised of the need and funding solutions to continue to provide the best facilities and technology for current and future children in Simi Valley.

Fiscal Analysis

The timing and sales of the four series of the Measure X bond had a reduction in taxpayer interest expense of \$47.9 million.

Recommendation

This item is for information only. SVUSD will have a Board Workshop on November 2, 2023 with an update on the progress and use of funds for Measure X as well as discuss future needs of SVUSD's facilities and technology.