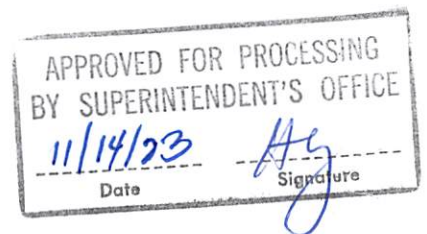


SimiValleySchools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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



TITLE: APPROVAL OF AGREEMENT NO. R24-02267 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND PLACEWORKS FOR CEQA ENVIRONMENTAL CONSULTING SERVICES

Business & Facilities
Consent #5

November 14, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

California Environmental Quality Act (CEQA) requires state and local government agencies to inform the public about various types of projects. On January 17, 2023 the Board of Education approved a list of five CEQA environmental consulting firms for provision of services for the Measure X bond program. The firm of PlaceWorks is on the approved list and can provide the required services. This authorization is for CEQA services necessary for the proposed new MPR Building at Simi Valley High School.

Fiscal Analysis

The estimated costs associated with these CEQA environmental consulting services are below:

\$7,748.00 Base Contract, paid by Measure X.

Recommendation

This item is presented for Board of Education ratification.

On motion # 52 by Trustee Jubran, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement No. R24-02267 between Simi Valley Unified School District and PlaceWorks for CEQA Environmental Consulting Services

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

**AGREEMENT NO. R24-02267
FOR
CEQA CONSULTANT SERVICES**

AGREEMENT made as of the October 19, 2023

between the District:

Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065

and the Consultant:

Placeworks
Dwayne Mears
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707
dmears@placeworks.com
714-966-9220

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

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

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

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

- 1.1 **Scope of Consultant Services.** The Consultant Services under this agreement are for CEQA **services for Simi Valley High School, 5400 Cochran, Simi Valley, CA 93063**. The Consultant shall provide all personnel, materials, tools, equipment, services, transportation, and other items necessary to timely and completely provide and perform the Consultant Services.
- 1.2 **Consultant Independent Contractor; Limited Consultant Agency.** In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.
- 1.3 **California Licensed Professional.** The undersigned Consultant certifies that: (a) it is currently and duly licensed to performing the Work of the Agreement; and (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under this Agreement.
- 1.4 **Consultant Standard of Care.** The Consultant Services shall be performed and provided by Consultant: (a) using the Consultant’s best skill and attention; (b) with due care and in accordance with applicable standards of professional care for the those providing similar services for work similar in size, scope and complexity; and (c) in accordance with applicable laws, rules and regulations.
- 1.5 **Personnel.** Personnel identified by the Consultant for portions of the Consultant Services shall be subject to the District’s approval and other approvals required by applicable law, rule, or regulation. At all times while at the Site or any District owned/operated facility, the Consultant’s personnel and Subconsultant’s personnel, if any, shall comply with all applicable District rules, regulations and policies. Personnel who violate the District’s rules, regulations and policies may be prohibited from access to the Site or other District owned/operated facilities in the sole discretion of the District. If the District exercises discretion pursuant to the foregoing, the effects of the removal of such personnel shall not result in adjustment of the Contract Price hereunder.

- 1.6 Subconsultants.** Consultant will not be prohibited from employing additional workers or Subconsultants necessary for the completion of this Agreement. However, these individuals must be fully qualified to complete their assigned tasks and shall not be employees of the District. The Work of each Subconsultant shall be set forth in a written Subcontract agreement incorporating by reference this Agreement; Subconsultant agreements shall be made available to the District for review upon request of the District. The Consultant is responsible to the District for the acts, omissions and other conduct of Subconsultants. Each Subconsultant shall maintain Workers Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.
- 1.7 Subconsultants DIR Registered Contractor Status.** To the extent required by law, Contractor and Subconsultants must be DIR Registered Contractors when submitting a Proposal and performing work under this Agreement. The foregoing notwithstanding, a Proposal is not subject to rejection for non-responsiveness if such Subconsultant(s) complete DIR Registration pursuant to Labor Code §1771.1(c)(1) or (2).
- 1.8 Basic Services Schedule.** Work to be completed expeditiously as consistent with professional skill and care and the orderly progress of services and with approval by District for each phase. Consultant to provide applicable schedule for District review.

SAMPLE SCHEDULE

	<u>Start</u>	<u>Finish</u>
NTP	6/16/23	6/16/23
Site Visit and Project Background Review	6/16/23	6/30/23
Prepare Project Description	7/1/23	7/8/23
District Review of Project Description	7/9/23	7/15/23
Draft Initial Study	7/15/23	8/28/23
District Review of Draft Initial Study	8/28/23	9/11/23
Prepare Draft Mit. Neg. Dec. / Initial Study	9/11/23	9/25/23
District Review of Draft MND / IS	9/25/23	10/2/23
Preparation and Distribution of MND / IS	10/3/23	10/13/23
30-Day Public Comment Period	10/12/23	11/13/23
Draft Responses to Public Comments	11/12/23	11/29/23
District Review of Draft Responses	11/29/23	12/6/23
Final Responses to Public Comments	12/6/23	12/13/23
Public Hearing	12/2023	03/2024
Recorded with the County	02/2024	02/2024

2 **CONTRACT PRICE.**

- 2.1 Contract Price for Consultant Services.** The Contract Price for Consultant Services is an **estimated fee of Seven Thousand, Seven Hundred and Forty-Eight Dollars (\$7,748.00)**, for the services defined on the attached Proposal from Consultant dated October 13, 2023 – Exhibit A – For Fee Only. Compensation for Travel, other than for automobile mileage, shall require pre-approval from the District.
- 2.2 Reimbursable Expenses.** Any reimbursable expenses shall require written approval by the District prior to Consultant incurring such expenses.
- 2.3 Additional Services.** The services described in this Paragraph 2.3 are in addition to the Consultant Services referred to elsewhere in this Agreement, and are, “Additional Services.” Additional Services include: (a) services provided by the Consultant which are different from or in addition to those described elsewhere in this Agreement; or, (b) services required after the termination of this Agreement, except to the extent that such services are due to the fault or neglect of the Consultant. If the District authorizes the Consultant to perform or provide any Additional Services, the compensation to the Consultant for such Additional Services shall be determined by one of the following methods, at the District’s sole discretion: (a) the amount of time expended by personnel of the Consultant or its Subconsultants in providing authorized Additional Services, at the hourly rate set forth in this Agreement; or, (b) an equitable adjustment to the Contract Price, as mutually agreed to by the District and the Consultant.
- 2.4 Prevailing Wages.** If required by applicable law, rule or regulation, the Consultant's payments to personnel providing or performing labor shall be at least the prevailing wage rate established for the type of service provided; if prevailing wage rates apply to any personnel performing or providing labor for the Services of this Agreement, the obligation for compliance rests solely with the Consultant without adjustment of the Contract Price.

3 **CONSULTANT BILLINGS**

- 3.1 **Consultant's Monthly Billings.** During the Term of this Agreement, the Consultant will submit monthly billings for payment of the Contract Price. The Consultant's billings shall: (i) identify each member of the Consultant's personnel who performed any Basic Services or authorized Additional Services in the preceding month; (ii) a detailed description of the services, tasks or other activities for each time entry; (iii) time entries shall be in increments of no more than one-quarter hour; and (iv) limited by the amount(s) allocated to each Phase of the Consultant's Basic Services for the Project, or portions thereof.
- 3.2 **District Payment.** Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Consultant Services, allowable Reimbursable Expenses and authorized Additional Services. The District may withhold or deduct from amounts otherwise due Consultant hereunder if Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom. If at any time the District does not pay to Consultant all sums invoiced, District shall within thirty (30) days of the Consultant's submission of its billing invoice, provide Consultant with written documentation describing the basis for the District's withhold or deduction of the Contract Price and shall pay the balance of Consultant's invoice not subject to withholding or deduction.
- 3.3 **Consultant's Payments.** The Consultant shall promptly pay its employees, Subconsultants, and others performing or providing Consultant Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Consultant's payment to personnel providing or performing Consultant Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Consultant Services, the obligation for compliance rests solely with the Consultant.
- 3.4 **Withholding.** District shall not withhold or set aside any money on behalf of the Consultant for federal income tax, state income tax, state sales or use taxes, social security tax, unemployment insurance, disability insurance or any other federal or state fund whatsoever. It shall be the sole responsibility of Consultant to account for all of the above. Payments to Consultant pursuant to this Agreement will be reported to Federal and State taxing authorities as required by law. The provisions of this section shall not apply if it is determined by District that payment must be made through Payroll in compliance with IRS guidelines.
- 3.5 **Changes or Alterations.** This Agreement may be modified or amended at any time by written mutual agreement of the parties. No changes, alterations or variations of any kind to this agreement are authorized, however, without the written consent of the District. Only the District's Associate Superintendent of Business & Facilities, or designee within their delegated authority, as defined by District policy, may authorize extra and/or changed work. The parties expressly recognize that other District personnel are without authorization to either direct Consultant to perform or provide extra and/or change work or waive contract requirements. The Consultant shall not be entitled to any compensation whatsoever for the performance of such unauthorized extra and/or change work.

4 **INSURANCE; INDEMNITY**

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

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

- 4.3 **Workers Compensation and Employers Liability Insurance.** Consultant shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts

may be liable. Consultant shall also purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Consultant. The Employer's Liability Insurance required of Consultant hereunder may be obtained by Consultant as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.

- 4.4 **Commercial General Liability and Property Insurance.** Consultant shall purchase and maintain Commercial General Liability and Property Insurance as will protect Consultant from the types of claims set forth below which may arise out of or result from Consultant's Services under this Agreement and for which Consultant may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Consultant's employees; (ii) claims for damages insured by usual personal injury liability coverage; (iii) claims for damages, other than to the Work of the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and (v) contractual liability insurance applicable to Consultant's obligations under this Agreement. District shall be endorsed as an additional insured to Consultant's commercial general liability insurance policy.
- 4.5 **Subconsultants' Insurance.** Each Subcontractor providing or performing a portion of the Services or obligations of the Consultant under this Agreement shall obtain and maintain policies of insurance for Workers Compensation, Employers Liability, and Commercial General Liability/Property Damage, Professional Liability, and Automobile Liability. Each policy of insurance to be obtained by each of the Consultant's Subcontractors shall conform to the standards or requirements set forth in Section 4.
- 4.6 **Policy Endorsements; Evidence of Insurance.** Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurers admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.
- 4.6.1 *Other requirements pertaining to insurance.*

DESCRIPTION OF OPERATIONS **must include the following wording:** "Simi Valley Unified School District, its officers, officials, employees, agents, and volunteers are hereby named as additional insured per endorsement attached."

CERTIFICATE HOLDER must read as follows:

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

CERTIFICATE MUST BE SIGNED

- 4.6.2 **Name of Person or Organization on endorsement must show:** "Simi Valley Unified School District, its officers, officials, employees, agents, and volunteers."
- 4.6.3 **INSURANCE CARRIER** must have a current A.M. Best rating of no less than (financial strength /financial size) A:-VII if Admitted in the state of CA., or A:VIII if Non-Admitted.
- 4.7 **Indemnity.**
- 4.7.1 *Consultant Indemnity of District.* To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives ("District Indemnitees") from any and all claims, demands, losses, responsibilities or liabilities for: (a) injury or death of Consultant's employees arising out of this Agreement; (b) injury or death of persons, damage to property; or (c) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct negligent of Consultant, its Sub-Consultants or the employees, agents and representatives of Consultant or any of its Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement.
- District Indemnity of Consultant.* The District shall defend, indemnify and hold harmless Consultant from all claims by third parties arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District, but expressly excluding third party claims by District Indemnitees.
- 5 **TERM.** The term of this Agreement begins on the date first set forth above and ends:
- ☐ when the Project and all close-out obligations are completed.
- ☒ when the District has confirmed that Consultant has properly completed its Scope of Services.
- ☐ immediately upon District and Consultant's execution of this Agreement, Consultant shall commence performance of its Services and shall complete Services on or before _____ or _____ () days from the date of award of this

Agreement by the District's Board of Trustees

6 TERMINATION; SUSPENSION

- 6.1 Termination for Default.** Either the District or Consultant may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it defaults and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Consultant if: (a) Consultant becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Consultant or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Consultant or any of Consultant's property on account of Consultant's insolvency; or (b) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Consultant, if any, shall be based upon Consultant Services and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the causes for termination of this Agreement. Payment of the amount due the Consultant, if any, shall be made by District only after completion of Project construction. Consultant shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Consultant's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Consultant hereunder for Consultant Services or Reimbursable Expenses.
- 6.2 District Termination For District Convenience.** The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement for the District's convenience and without fault, neglect, or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services and/or allowable Reimbursable Expenses provided or incurred through the date of termination. Except as set forth above, the Consultant shall not be entitled to any other compensation if the District exercises the right to terminate hereunder.
- 6.3 Consultant Suspension of Consultant Services.** If the District shall fail to make payment of undisputed Consultant billings when due Consultant hereunder, the Consultant may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full is received.
- 6.4 Consultant Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Consultant shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature prepared by or on behalf of the Consultant under this Agreement. The Consultant shall deliver the originals of all work product, Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Consultant may, at its sole cost and expense, make reproductions of the originals delivered to the District.

7 MISCELLANEOUS

- 7.1 Governing Law; Interpretation.** This Agreement shall be governed and interpreted pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or the Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 7.2 Time.** Time is of the essence. Consultant shall immediately undertake to timely perform and complete its Scope of Work without delay or hindrance to the District, Consultant(s) or other parties.
- 7.3 Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of the Consultant and the District. Consultant shall not assign performance under this Agreement or any portion thereof to a third party without the prior written consent of District. Any attempted assignment without such prior written consent in violation of this section shall automatically terminate this Agreement.
- 7.4 Compliance:** Consultant shall comply with all applicable laws, statutes, ordinances, rules, regulations of all governmental entities, including but not limited to payment of prevailing wages as applicable, SB 854 requirements, and compliance with all applicable policies of Simi Valley Unified School District. Use of tobacco, alcohol, drugs, profane and abusive language, and sexual harassment of any kind on District property are specifically prohibited.
- 7.5 Records.** Records, documents and other materials generated, received or maintained by the Consultant in the course of performing services hereunder shall be the sole property of, and shall be delivered to, the District within five (5) business days of District's written request. The Consultant may, at its sole cost, make copies of such records for its own files.
- 7.6 Copyright.** Consultant hereby acknowledges that any work product belongs to District and that any intellectual property, copyright, patent, trademark, or servicemark created, developed, or produced pursuant to this agreement shall be work for hire and all rights, title, and interest in it shall belong to District unless otherwise agreed to by

District in writing. Consultant shall refrain from disclosing any versions of work product, plans, and specifications to any third party without first obtaining written permission of District. Consultant performing copyrighted musical or literary works is responsible for securing the necessary permission or pay any royalties or fees required to perform such works.

7.7 **Notices.** Notices under this Agreement shall be addressed and delivered to the District as follows:

Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065
Attn.: Lori Rubenstein, Bond Program Manager

and to the Consultant:

Company: Placeworks
Attn.: Dwayne Mears
Address: 3 MacArthur Place, Suite 1100
City, CA Zip: Santa Ana, CA 92707
Email Address: dmears@placeworks.com
Phone Number: 714-966-9220

7.8 **Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by the District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.

7.9 **Contact with Students.** Consultant is aware of the provisions and requirements of California Education Code § 45125.1, regarding fingerprinting of persons providing services to school districts and has complied with the statutory fingerprinting requirements and completed the Fingerprint Certification, attached hereto (Attachment B). Consultant further certifies that no employee or agent who has a record of conviction for a serious or violent felony will be assigned to perform services under this Agreement which permit or require them to come in contact with students unless District first receives notice from Consultant, and District grants written permission under defined conditions. A background check shall be required upon the request of the District.

7.10 **Disputes.**

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

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

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

7.11 **Limitation on Damages.** If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Consultant shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. By executing this Agreement, the Consultant expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the

Contract Documents. The Consultant expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work, except for the work/Services which is the subject of this Agreement.

7.12 **Severability.** If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

7.13 **Marginal Headings; Captions.** The titles of the various Sections and Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Consultant and the District hereunder.

7.14 **Consultant Contact Information.**

Consultant Contact Name: Dwayne Mears

Business Phone: 714 966 9220

E-mail: kkosel@placeworks.com

Federal Tax ID Number: 95-2975827

**Consultant must provide a W-9*

Are you or any of your employees current or former employee of the District?

☐ Yes ☒ No

If yes, state the date you last worked? not applicable

Are you related to any employee (s) of the District? ☐ Yes ☒ No

If yes, please identify the individuals (s): not applicable

7.15 **Board Approval.** This Agreement and the provisions hereof notwithstanding, neither this Agreement nor any provision hereof shall be deemed binding or enforceable upon the District unless and until the District's Board of Education has approved this Agreement and the provisions hereof.

7.16 **Entire Agreement.** The foregoing constitutes the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing, and superseding all prior agreements or negotiations, whether written or oral. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and the Consultant.

7.17 **Authority.** The individual(s) executing this Agreement on behalf of Consultant warrant and represent that she/he is authorized to execute this Agreement and bind Consultant to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Trustees, to bind District to all terms hereof.

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

SIMI VALLEY UNITED SCHOOL DISTRICT

By: Ron Tode
Ron Tode, Associate Superintendent
Business & Facilities

COMPANY

By: Dwayne Mears
Name / Signature Dwayne Mears
Title Principal

DS
MN

FINGERPRINT CERTIFICATE

I, Dwayne Mears, am the Principal of Placeworks, Inc.
(Print Name) [SimiEDU45125-1] (Title)
(Entity). I declare, state, and certify all of the following:

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

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

**Entity's DOJ issued
ORI Number**



AB127



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

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

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

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

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

Executed at Santa Ana this 6 day of November, 2023.
(Signature) [SimiEDU45125-1b] (Handwritten or Typed Name)
Dwayne Mears
(Signature) C15D94D00B22448...

***** 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.

Dwayne Mears

Emma Haines

Mariana Zimmermann

Vivian Kha

Isabel Vega

DRUG-FREE WORKPLACE CERTIFICATION

I, Dwayne Mears, am the Principal of
(Print Name) [SimiGOV8350] (Title)
Placeworks, Inc.
(Contractor Name)

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

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

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

Executed at Santa Ana this 6 day of November, 2023.

(City and State)


(Signature)

Dwayne Mears

(Printed or Typed Name)

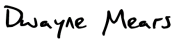
NON-COLLUSION DECLARATION**PROJECT:** Simi Valley High School**STATE OF CALIFORNIA****COUNTY OF** OrangeI, Dwayne Mears, being first duly sworn, deposes and says that I am
(Typed or Printed Name) [SimiPCC7106]the Principal of Dwayne Mears, the party submitting
(Title) (Bidder Name)

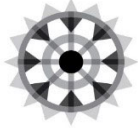
the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

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

Executed this 6 day of November, 2023 at Santa Ana, Orange, CA.
(City, County and State)

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

DocuSigned by:

 C15D94D00B22448...
 (Signature)
Dwayne Mears
 (Name Printed or Typed)



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Rules of Conduct

Project: Simi Valley High School

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

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

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

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

<p><u>Dwayne Mears</u> <small>Authorized Signature</small> Dwayne Mears <small>Print Name</small> Placeworks, Inc. <small>Company</small></p>	<p><u>Principal</u> <small>Title</small> 11/6/2023 <small>Date</small></p>
--	---

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT: Simi Valley High School

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

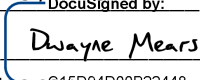
The contract between **Simi Valley Unified School District** ("District") and

Placeworks, 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: 11/6/2023

Contractor: Placeworks, Inc.
Signature: 
Print Name: Dwayne Mears
Title: Principal

HOURLY RATES

Certificate Of Completion

Envelope Id: 02C8845E68B44688981C1AAC4E53EFA5

Status: Completed

Subject: Complete with DocuSign: SVHS - PlaceWorks - CEQA Agreement R24-02267 10-19-23.pdf

Source Envelope:

Document Pages: 15

Signatures: 7

Certificate Pages: 5

Initials: 1

AutoNav: Enabled

Envelope 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

10/23/2023 8:34:11 AM

Holder: Bond Contracts

bondcontracts@simivalleyusd.org

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

Signer Events

Dwayne Mears

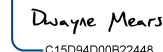
dmears@placeworks.com

Principal

PlaceWorks, Inc.

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

DocuSigned by:


C15D94D00B22448...Signature Adoption: Pre-selected Style
Using IP Address: 108.184.68.170**Timestamp**

Sent: 10/23/2023 10:42:48 AM

Resent: 11/6/2023 9:26:48 AM

Viewed: 11/6/2023 6:14:21 PM

Signed: 11/6/2023 6:22:36 PM

Electronic Record and Signature Disclosure:

Accepted: 11/6/2023 6:14:21 PM

ID: 20667fe2-4c2e-46c3-a6af-6029daf17fee

Maria Nieto

maria.nieto@simivalleyusd.org

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

Sent: 11/6/2023 6:22:38 PM

Resent: 11/16/2023 11:24:29 AM

Viewed: 11/16/2023 11:24:48 AM

Signed: 11/16/2023 11:25:06 AM

Electronic Record and Signature Disclosure:

Accepted: 11/16/2023 11:24:48 AM

ID: 6ab6e293-1490-4213-a5a0-c75969843668

Ron Todo

ron.todo@simivalleyusd.org

Associate Superintendent

Simi Valley Unified

Security Level: Email, Account Authentication
(None)

DocuSigned by:


09CA0EB1F690455...Signature Adoption: Uploaded Signature Image
Using IP Address: 207.157.143.39

Sent: 11/16/2023 11:25:08 AM

Viewed: 11/16/2023 11:50:27 AM

Signed: 11/16/2023 11:50:36 AM

Electronic Record and Signature Disclosure:

Accepted: 11/16/2023 11:50:27 AM

ID: 01e894cf-b15c-4e07-bec1-8c09ea131bc7

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	10/23/2023 10:42:49 AM
Certified Delivered	Security Checked	11/16/2023 11:50:27 AM
Signing Complete	Security Checked	11/16/2023 11:50:36 AM
Completed	Security Checked	11/16/2023 11:50:36 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Simi Valley Unified School District:

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

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

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

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

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

To request paper copies from Simi Valley Unified School District

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

To withdraw your consent with Simi Valley Unified School District

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

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

Required hardware and software

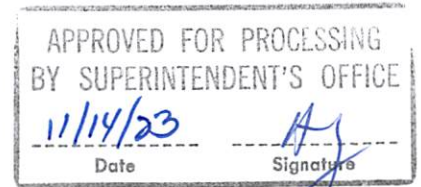
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



TITLE: APPROVAL OF CHANGE ORDER NO. 2 FOR AGREEMENT NO. B22LS375 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND BALFOUR BEATTY CONSTRUCTION, LLC FOR THE MPR PLAZA PROJECT AT ROYAL HIGH SCHOOL

Business & Facilities
Consent #6

November 14, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

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

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

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

During the course of construction, various changes became necessary or desirable. Attached is Exhibit "A" that describes the changes, related costs, and justification for Change Order No. 2.

Fiscal Analysis:

\$2,613,250.00 Original LLB Contract
\$ 80,747.35 Change Order #1 - 8/15/2023
\$ 20,252.22 Change Order #2 - 10/23/2023
\$2,714,249.57 Total Revised Contract, funded with Measure X funds.

Recommendation:

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

On motion # 52 by Trustee Jubran, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Change Order No.2 for the Royal High School MPR Plaza Courtyard Project, Bid No. B22LS375.

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



CHANGE ORDER

Project Name:	Royal High School MPR Plaza	Date:	10/23/2023
Site:	Royal High School	Change Order #:	2
Contract Date:	5/17/2022	Bid #:	B22LS375
Contractor:	Balfour Beatty Construction, LLC	PO #:	P22-04321
Address:	300 E. Esplande Dr. #1120 Oxnard, CA 93036	DSA Application #:	03-118787
		Board Date:	11/14/2023

THE CONTRACT IS CHANGED AS FOLLOWS:

During the course of construction, various changes became necessary. The unused Portion of the contractor allowance is being returned back to the District.			
COP #023 (See Attached) New 4" Wall Caps.	\$	1,746.52	
COP #024 (See Attached) Hot pour crack fill and touch up striping for the ADA pathway.	\$	6,615.63	
COP #025 (See Attached) Fix ADA Asphalt Path of Travel	\$	12,807.85	
	Subtotal:	\$	21,170.00
	Original Owner Allowance	\$	220,169.00
	Owner Allowance #1	\$	25,982.02
	Owner Allowance #2	\$	179,157.07
	Owner Allowance #3	\$	13,727.90
	Return unused portion of the Allowance	\$	(1,302.01)
	Total:	\$	19,867.99

ADJUSTMENTS TO CONTRACT			
Original Contract Amount:	\$ 2,613,250.00	Original Contract Completion Date:	09/30/22
Total Prior Change Orders:	\$ 80,747.35	New Completion Date:	10/02/23
Contract Sum Prior to this CO:	\$ 2,693,997.35	% for this Change Order	1%
Amount of this Change Order:	\$ 19,867.99	% Total Cumulative Change Orders	4%
Revised Contract Amount:	\$ 2,713,865.34		

***SIGNATURES ON PAGE 2**



CHANGE ORDER

Project Name:	Royal High School MPR Plaza	Date:	10/23/2023
Site:	Royal High School	Change Order #:	2

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

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

_____ DENNIS KUYKENDALL BALFOUR	DocuSigned by:  BB0D172FDF6D443...	_____ 11/6/2023 Date
_____ VANESSA PELTIER Architect	_____ Signature	_____ Date
_____ DAVID PEGG Project Coordinator	_____ Signature	_____ Date
_____ MARC CUNNINGHAM Construction Project Manager	_____ Signature	_____ Date
_____ LORI RUBENSTEIN Bond Program Manager	_____ Signature	_____ Date
_____ RON TODO Associate Superintendent, Business & Facilities	_____ Signature	_____ Date



SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

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

Date: **8/4/2023**
 COP Number: **023**
 Project Number: **17230002**
 Bid Number: **B22LS375**

Description of Work: New 4" Wall Caps.

WORK PERFORMED OTHER THAN BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$	-
(e)	Add overhead and profit for any and all tiers of Subcontractor , the total not to exceed ten percent (10%) of Item (d)	\$	-
(f)	Subtotal	\$	-
(g)	Add overhead and profit for Contractor , not to exceed five percent (5%) of Item (d)	\$	-
(h)	Subtotal	\$	-
(i)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$	-
(j)	TOTAL	\$	-
(k)	Time (zero unless indicated)	<u>0</u>	Calendar Days
WORK PERFORMED BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$	-
(e)	Add overhead and profit for Contractor , not to exceed fifteen percent (15%) of Item (d)	\$	-
(f)	Subtotal	\$	-
(g)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$	-
(h)	TOTAL	\$	-
	Amount of this COP	\$	1,880.69
(i)	Time (zero unless indicated)	<u>0</u>	Calendar Days

☐ The proposal would ☐ Increase ☐ Decrease

the Contract Time by Calendar Days.

☐ The proposal does NOT affect the Contract Time.

DocuSigned by:

Dennis Kuykendall

BB0D172FDF6D443...

Dennis Kuykendall

Printed Name & Title

Date **9/6/2023**

Provide all supporting documentation as required by the Contract Documents

POTENTIAL CHANGE ORDER**Balfour Beatty**

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

Date: 08/04/2023

To: 101 W Cochran
 Simi Valley, California 93065

PCO No.: 023

Attn: David Pegg

Change Event No.: MPR 024

Subject: CE #MPR 024 - New 4" Wall Caps

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

Description of Change:

CE #MPR 024 - New 4" Wall Caps

Provide New 4" Wall Caps.

Per B&M Contractors, Inc. Change Order # 013 dated 7/21/2023.

Cost Summary:

No.	Description	Amount
1	New 4" Wall Caps	1,050.00 \$1,776.75
2	BB Fee 3.75%	61.87 \$66.63
3	BB Bond 1%	16.50 \$17.71
4	BB Insurance 1.1%	18.15 \$19.54
TOTAL PROPOSAL AMOUNT		\$1,880.69 \$1,746.52

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

Submitted by:

Balfour Beatty Construction, LLC

Contractor

Accepted by:

Simi Valley Unified School District

DocuSigned by:

Dennis Kaykendall

9/6/2023

BB0D172FDF6D443...

Signature:

Signature:

Print Name:

Print Name:

Title:

Date:

Title:

Date:



Date

7/21/2023

CHANGE ORDER REQUEST

Name & Address

Balfour Beatty
2 Park Plaza, Suite 1000
Irvine, CA 92614

Please see additional work requested for your project
below. For acceptance please sign below.

C.O. Request #

13

Description of New Work Requested	Quantity	Rate	Amount
Job address - Royal HS - MPR Plaza			
Additional work performed: CCD 30 The detail for pilaster cap changed after we ordered the 2 inch caps. Pricing includes new 4 inch beveled wall caps New 4 inch wall caps Office & administration Bond - 3%		1,500.00 15.00% 51.75 1,650.00	1,500.00 225.00 51.75 1,650.00 1,650.00

Total

\$1,776.75

1,650.00

DocuSigned by:

Dennis Kuykendall

9/6/2023

DPB 9/1/23

The contractor signing below hereby agrees to the follow
Equipment and operator are under the exclusive author

BB0D172FDF6D443...

tractor/Owner. Contractor/Owner is responsible for all

underground services and Contractor/Owner is liable for all damages to persons or property.

The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt.

An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street
Simi Valley, CA 93063
Tel: 805-581-5480
Fax: 805-581-5436

Please sign, date and fax back to the office for
acceptance:

Signature

Business & Facilities, Consent #6



Certificate Of Completion

Envelope Id: CFC3496A4128403A935E0DC49996CB53	Status: Completed
Subject: Complete with DocuSign: RHS MPR Plaza-Balfour COP 023- R2.pdf	
Source Envelope:	
Document Pages: 3	Signatures: 3
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Bond Contracts
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Simi Valley Unified School District
	101 West Cochran Street
	Simi Valley, CA 93065
	bondcontracts@simivalleyusd.org
	IP Address: 207.157.143.2

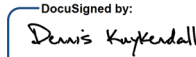
Record Tracking

Status: Original	Holder: Bond Contracts	Location: DocuSign
9/6/2023 12:23:15 PM	bondcontracts@simivalleyusd.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Simi Valley Unified School District	Location: DocuSign

Signer Events

Dennis Kuykendall
 DKuykendall@balfourbeattyus.com
 Project Executive
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 BB0D172FDF6D443...

Signature Adoption: Pre-selected Style
 Using IP Address: 23.240.131.90

Timestamp

Sent: 9/6/2023 12:40:52 PM
 Viewed: 9/6/2023 3:05:44 PM
 Signed: 9/6/2023 3:06:10 PM

Electronic Record and Signature Disclosure:
 Accepted: 9/6/2023 3:05:44 PM
 ID: 3d05f2d1-2c29-4467-9a1b-ce8061a7b6dd

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	9/6/2023 12:40:52 PM
Certified Delivered	Security Checked	9/6/2023 3:05:44 PM
Signing Complete	Security Checked	9/6/2023 3:06:10 PM
Completed	Security Checked	9/6/2023 3:06:10 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.



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

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

Date: **8/17/2023**
 COP Number: **024**
 Project Number: **17230002**
 Bid Number: **B22LS375**

Description of Work: Hot pour crack fill and touch up striping for the ADA pathway.

WORK PERFORMED OTHER THAN BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$	-
(e)	Add overhead and profit for any and all tiers of Subcontractor , the total not to exceed ten percent (10%) of Item (d)	\$	-
(f)	Subtotal	\$	-
(g)	Add overhead and profit for Contractor , not to exceed five percent (5%) of Item (d)	\$	-
(h)	Subtotal	\$	-
(i)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$	-
(j)	TOTAL	\$	-
(k)	Time (zero unless indicated)	0	Calendar Days
WORK PERFORMED BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$	-
(e)	Add overhead and profit for Contractor , not to exceed fifteen percent (15%) of Item (d)	\$	-
(f)	Subtotal	\$	-
(g)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$	-
(h)	TOTAL	\$	-
	Amount of this COP	\$	6,615.63
(i)	Time (zero unless indicated)	0	Calendar Days

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

Contractor's Signature: _____

Printed Name & Title _____

Date _____

Provide all supporting documentation as required by the Contract Documents

POTENTIAL CHANGE ORDER**Balfour Beatty****Project:** SVUSD ROYAL HS MPR PLAZA IMPRS
Project No.: 17230002**Date:** 08/17/2023**To:** 101 W Cochran
Simi Valley, California 93065**PCO No.:** 024**Attn:** David Pegg**Change Event No.:** MPR 025**Subject:** CE #MPR 025 - Crack Fill and Touch Up Striping
ADA Pathway

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

Description of Change:CE #MPR 025 - Crack Fill and Touch Up Striping ADA Pathway

Hot pour crack fill and touch up striping for the ADA pathway.

Per B&M Contractors, Inc. Change Order # 015 dated 8/16/2023. Revised Amount \$6,250.**Cost Summary:**

No.	Description	Amount
1	Crack Fill and Touch Up Striping ADA Pathway	\$6,250.00
2	BB Fee 3.75%	\$234.38
3	BB Bond 1%	\$62.50
4	BB Insurances 1.1%	\$68.75
TOTAL PROPOSAL AMOUNT		\$6,615.63

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

Submitted by:**Balfour Beatty Construction, LLC**
Contractor**Accepted by:****Simi Valley Unified School District**
Owner

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Title: _____

Date: _____



Date

8/16/2023

CHANGE ORDER REQUEST

Name & Address

Balfour Beatty
2 Park Plaza, Suite 1000
Irvine, CA 92614

Please see additional work requested for your project
below. For acceptance please sign below.

C.O. Request #

15

Description of New Work Requested	Quantity	Rate	Amount
Job address - MPR Plaza			
Description: Per email from Wolfgang Calderon, provide pricing to hot pour crack fill and touch up striping for the ADA walkway			
Description: Fix Asphalt areas - 1 LS	1	6,250.00	6,250.00
Subtotal			6,250.00
Office & administration		15.00%	937.50
Bond - 3%		215.63	215.63
		Total	\$ 6,250.00 -\$7,403.13

The contractor signing below hereby agrees to the following:

Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property.

The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street
Simi Valley, CA 93063
Tel: 805-581-5480
Fax: 805-581-5436

Please sign, date and fax back to the office for
acceptance:

Signature _____

Business & Facilities, Consent #6



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

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

Date: **10/11/2023**
COP Number: **025**
Project Number: **17230002**
Bid Number: **B22LS375**

Description of Work: Fix ADA Asphalt Path of Travel.

WORK PERFORMED OTHER THAN BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$	-
(e)	Add overhead and profit for any and all tiers of Subcontractor , the total not to exceed ten percent (10%) of Item (d)	\$	-
(f)	Subtotal	\$	-
(g)	Add overhead and profit for Contractor , not to exceed five percent (5%) of Item (d)	\$	-
(h)	Subtotal	\$	-
(i)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$	-
(j)	TOTAL	\$	-
(k)	Time (zero unless indicated)	0	Calendar Days
WORK PERFORMED BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$	-
(e)	Add overhead and profit for Contractor , not to exceed fifteen percent (15%) of Item (d)	\$	-
(f)	Subtotal	\$	-
(g)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$	-
(h)	TOTAL	\$	-
	Amount of this COP	\$	12,807.85
(i)	Time (zero unless indicated)	0	Calendar Days

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

Contractor's Signature: _____

Printed Name & Title _____

Date _____

Provide all supporting documentation as required by the Contract Documents

POTENTIAL CHANGE ORDER**Balfour Beatty****Project:** SVUSD ROYAL HS MPR PLAZA IMPRS
Project No.: 17230002**Date:** 10/11/2023**To:** Simi Valley Unified School District (Simi Valley)
101 W Cochran
Simi Valley, California 93065**PCO No.:** 026**Change Event No.:** MPR 027**Attn:** David Pegg**Subject:** CE #MPR 027 - Fix ADA Asphalt Path of Travel

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

Description of Change:CE #MPR 027 - Fix ADA Asphalt Path of Travel

Fix ADA Asphalt Path of Travel by providing (Grind, sweep and haul 1.5-2" asphalt, apply tack emulsion to areas, install 1.5-2" new asphalt, compact, and restripe new areas.

Per B&M Contractors, Inc. Change Order # 016 dated 10/10/2023.

Cost Summary:

No.	Description	Amount
1	Fix ADA Asphalt Path of Travel	\$12,100.00
2	BB Fee 3.75%	\$453.75
3	BB Bond 1%	\$121.00
4	BB Insurance 1.1%	\$133.10
TOTAL PROPOSAL AMOUNT		\$12,807.85

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

Submitted by:

Balfour Beatty Construction, LLC
Contractor

Accepted by:

Simi Valley Unified School District
Owner

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Title: _____

Date: _____



Date

10/10/2023

CHANGE ORDER REQUEST

Name & Address

Balfour Beatty
2 Park Plaza, Suite 1000
Irvine, CA 92614

Please see additional work requested for your project
below. For acceptance please sign below.

C.O. Request #

16

Description of New Work Requested	Quantity	Rate	Amount
Job address - MPR Plaza			
Description: Per email from Wolfgang Calderon, provide pricing to fix ADA asphalt path of travel by providing (Grind, sweep and haul 1.5-2" asphalt, apply tack emulsion to areas, install 1.5-2" new asphalt, compact, and restripe new areas.)			
Description: Fix Asphalt areas and restripe - 1 LS	1	11,000.00	11,000.00
Subtotal			11,000.00
Office & administration		10.00%	1,100.00
Bond 3%		363.00	363.00
		Total	\$12,100.00 \$12,463.00

The contractor signing below hereby agrees to the following:

Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property.

The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street
Simi Valley, CA 93063
Tel: 805-581-5480
Fax: 805-581-5436

Please sign, date and fax back to the office for
acceptance:

Signature _____

Business & Facilities, Consent #6

Certificate Of Completion

Envelope Id: E656A5FAB30043AA9D832D713007B486

Status: Sent

Subject: Complete with DocuSign: RHS MPR Plaza- Balfour Change Order #2

Source Envelope:

Document Pages: 15

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bond Contracts

AutoNav: Enabled

Simi Valley Unified School District

Enveloped Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

11/2/2023 3:41:04 PM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

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

Dennis Kuykendall

DKuykendall@balfourbeattyus.com

Project Executive

Balfour Beatty, LLC

Security Level: Email, Account Authentication
(None)

DocuSigned by:



BB0D172FDF6D443...

Sent: 11/2/2023 3:45:14 PM

Viewed: 11/2/2023 3:46:35 PM

Signed: 11/6/2023 8:11:41 AM

Signature Adoption: Pre-selected Style

Using IP Address: 23.240.131.90

Electronic Record and Signature Disclosure:

Accepted: 11/2/2023 3:46:35 PM

ID: 2a7407b2-3e03-47b9-b320-c55782630885

Desiree Rask

desiree.rask@simivalleyusd.org

Security Level: Email, Account Authentication
(None)

Sent: 11/6/2023 8:11:43 AM

Electronic Record and Signature Disclosure:

Accepted: 11/3/2023 11:42:37 AM

ID: ebd4e551-1248-4993-b302-ddee5cdd8907

Vanessa Peltier

vpeltier@architecture4e.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 9/26/2023 11:34:30 AM

ID: 956b648e-1360-49f8-919d-989dc1be49cc

David Pegg

david.pegg@simivalleyusd.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 10/27/2023 10:09:14 AM

ID: 2b54ece3-5155-4536-b4c6-492bebb2a833

Marc Cunningham

marc.cunningham@simivalleyusd.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Signer Events	Signature	Timestamp
Accepted: 11/6/2023 8:09:28 AM ID: c5093e48-1b34-4cb2-98ec-b8f25367e341 Lori Rubenstein lori.rubenstein@simivalleyusd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/27/2023 12:34:35 PM ID: eabf89b1-3273-4b1f-9113-16e02612dca5 Ron Todo ron.todo@simivalleyusd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/3/2023 7:25:58 AM ID: 48b4b60e-a6c7-4738-b908-13b44550aef5		
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	11/2/2023 3:45:14 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Simi Valley Unified School District:

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

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

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

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

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

To request paper copies from Simi Valley Unified School District

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

To withdraw your consent with Simi Valley Unified School District

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

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

Required hardware and software

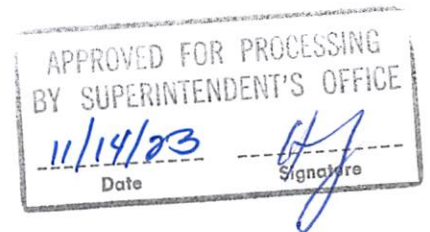
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



TITLE: APPROVAL OF CHANGE ORDER #1 TO RE-BID B23FS399, SANTA SUSANA HIGH SCHOOL SECURITY FENCING

Business & Facilities
Consent #7

November 14, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On June 13, 2023, the Board of Education approved the ratified Ardan Construction Company, Inc. contract as the lowest bid Contractor for the Security Fencing project at Santa Susanna High School.

During the course of construction, the District modified the scope making various changes to the project.

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

Fiscal Analysis:

\$521,400.00 Original Contract
\$ (3,251.31) Change Order #1
\$518,148.69 Revised Contract Amount, funded by Measure X

Recommendation:

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

On motion # 52 by Trustee Jubran, 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 Santa Susana High School Security Fencing, Bid No. Re-Bid B23FS399.

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



CHANGE ORDER

Project Name:	Santa Susanna High School	Date:	10/30/2023
Site:	Security Fencing	Change Order #:	1
Contract Date:	5/22/2023	Bid #:	B23FS399
Contractor:	Ardalan Construction Company, Inc.	PO #:	P23-04734
Address:	8 E. Gainsborough. RD. Thousand Oaks, CA 91360	DSA Application #:	N/A
		Board Date:	11/14/2023

THE CONTRACT IS CHANGED AS FOLLOWS:

The unused portion of the allowance is being returned to the District.

ORIGINAL ALLOWANCE	\$	47,400.00
Allowance #1	\$	23,294.03
Allowance #2	\$	18,917.89
Allowance #3	\$	1,936.77
Allowance Balance to be returned	\$	(3,251.31)
Total:		\$ (3,251.31)

ADJUSTMENTS TO CONTRACT

Original Contract Amount:	\$ 521,400.00	Original Contract Completion Date:	08/25/23
Total Prior Change Orders:	\$ -	New Completion Date:	10/30/23
Contract Sum Prior to this CO:	\$ 521,400.00	% for this Change Order	-0.62%
Amount of this Change Order:	\$ (3,251.31)	% Total Cumulative Change Orders	-1%
Revised Contract Amount:	\$ 518,148.69		

***SIGNATURES ON PAGE 2**

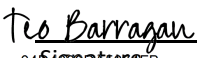
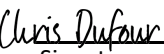
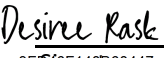
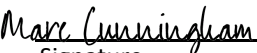

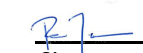


CHANGE ORDER

Project Name:	Santa Susanna High School	Date:	10/30/2023
Site:	Security Fencing	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.

TEO BARRAGAN Contractor	DocuSigned by:  Signature <small>043992A7F8B...</small>	11/6/2023 Date
CHRIS DUFOUR Architect	DocuSigned by:  Signature <small>18298831F85647...</small>	11/16/2023 Date
DESIREE RASK Project Manager	DocuSigned by:  Signature <small>3F5148B947...</small>	11/16/2023 Date
MARC CUNNINGHAM Construction Project Manager	DocuSigned by:  Signature <small>2CE5D48D916390...</small>	11/16/2023 Date
LORI RUBENSTEIN Bond Program Manager	DocuSigned by:  Signature <small>19A11314E4...</small>	11/16/2023 Date
RON TODO Associate Superintendent, Business & Facilities	DocuSigned by:  Signature <small>09C30EB7F696455...</small>	11/16/2023 Date

DS
DR



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CONTRACTOR ALLOWANCE AUTHORIZATION

School Name:

Santa Susanna High School

Project Name:

Security Fencing Improvements

To: Program Mgr

Lori Rubenstein/Desiree Rask

From: Contractor

Ardalan ConstructionP.O. Number: **P23-04734**Initiation Date: **7/27/2023**Allowance Authorization No.: **1**Project Number: **X037-01-23**Bid Number: **B23FS399**

Description of Item(s) to be charged to Contract Allowance is as follows:

COP 01 (See attached) CMU planter to match existing

\$ 8,297.27

COP 02 (See attached) Remove and replace concrete in the front of the school

\$ 8,787.29

COP 03R (See attached) Remove concrete curb and additional concrete landing

\$ 6,209.47

Total

\$ 23,294.03

A. Contractor Contract Allowance

\$ 47,400.00

B. Net Allowance Disbursements previously authorized

\$ -

C. Charges to Contractor Allowance as a result of this authorization

\$ 23,294.03

D. Current Contractor Allowance Balance including this authorization

\$ 24,105.97

DocuSigned by:

Teo Barragan

TEO BARRAGAN

8/1/2023

Name (Printed)

Date

Chris Dufour

CHRIS DUFOUR

8/4/2023

Name (Printed)

Date

Desiree Rask

DESIREE RASK

8/4/2023

Name (Printed)

Date

Marc Cunningham

MARC CUNNINGHAM

8/4/2023

Name (Printed)

Date

Lori Rubenstein

LORI RUBENSTEIN

8/4/2023

Name (Printed)

Date

Ron Todo

RON TODO

8/4/2023

Name (Printed)

Date

Associate Superintendent, Business & Facilities

Allowance Authorization 6.30.6

Updated: 01/17/23



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

School Name:	Santa Susana High School
Project Name:	Security Fencing Improvements
To: <i>CM/ Project Coordinator</i>	Marc Cunningham
From: <i>Contractor</i>	Ardalan Construction Company, Inc.

Date:	June 14, 2023
COP Number:	1
Project Number:	
Bid Number:	B23FS399

Description of Work:

Provide CMU planter to match existing inlieu of concrete curb per RFI #02 response.

WORK PERFORMED OTHER THAN BY CONTRACTOR		ADD	DEDUCT
(a)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully encumbered)		
(c)	<u>Add Equipment</u> (attach suppliers' invoice)		
(d)	<u>Subtotal</u>	\$ -	
(e)	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)	\$ -	
(f)	<u>Subtotal</u>	\$ -	
(g)	<u>Add overhead and profit for Contractor</u> , not to exceed five percent (5%) of Item (d)	\$ -	
(h)	<u>Subtotal</u>	\$ -	
(i)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (d)	\$ -	
(j)	<u>TOTAL</u>	\$ -	
(k)	<u>Time</u> (zero unless indicated)	<u>0</u>	<u>Calendar Days</u>
WORK PERFORMED BY CONTRACTOR		ADD	DEDUCT
(a)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)	\$ 2,527.92	\$ (880.00)
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully encumbered)	\$ 8,554.48	\$ (3,110.72)
(c)	<u>Add Equipment</u> (attach suppliers' invoice)		
(d)	<u>Subtotal</u>	\$ 7,091.68	
(e)	<u>Add overhead and profit for Contractor</u> , not to exceed fifteen percent (15%) of Item (d)	\$ 1,063.75	
(f)	<u>Subtotal</u>	\$ 8,155.43	
(g)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (d)	\$ 141.83	
(h)	<u>TOTAL</u>	\$ 8,297.27	
	<u>Amount of this COP</u>	\$ 8,297.27	
(i)	<u>Time</u> (zero unless indicated)	<u>0</u>	<u>Calendar Days</u>

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

☒ The proposal does NOT affect the Contract Time.

Teo Barragan

Contractor's Signature:

Teo Barragan, VPO

Printed Name & Title

June 14, 2023

Date

Provide all supporting documentation as required by the Contract Documents



WORKSHEET

COP: 1

Date: 6/14/2023

Owner: SVUSD

Project: Santa Susana HS - Security Fencing

RE: RFI #02

Item	Description of Work	Hours	Rate	Labor	Material	Fees/Equip	Sub Cost
	Provide CMU planter to match existing inlieu of concrete curb per RFI #02 response.						
	Credit:						
1	Form, rebar, pour and wreck form for concrete curb.	32	\$ (97.21)	\$ (3,110.72)	\$ (880.00)		
	Plywood cost \$420, 2x4 Kickers \$60, 2 cy concrete \$360						
	Cost:						
1	Excavate footing, set gravel base	16	\$ 97.21	\$ 1,555.36	\$ 540.00		
2	Masonry Installation	32	\$ 97.21	\$ 3,110.72	\$ 1,602.92		
3	Rebar, Grout & Cap Installation	16	\$ 97.21	\$ 1,555.36	\$ 400.00		
4	Drain Pipe & Gravel (Burrito) Installation	24	\$ 97.21	\$ 2,333.04	\$ 385.00		
	Fabric: \$160, 4" Pipe \$175, Fittings \$50						
				\$ 5,443.76	\$ 2,047.92	\$ -	\$ -
				Subtotal with NO markup:			\$ 7,491.68

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.

SIMI PACIFIC BUILDING MATERIALS

(805) 526-0381

QUOTE

Customer- Teo Barragan

Ardalan Construction

Address- Santa Susana Highschool

City- Simi Valley

Phone- (805) 496-7273

Email- teo@ardalancc.com

Date: 6-6-2023

Quantity	Description	Unit Price	Cost
80	AB Classic Tan - 6 degree setback	\$10.00	\$ 800.00
40	AB Capstone - Tan	\$8.75	\$ 350.00
9	AB Corner Tan - Left	\$16.30	\$ 146.70
9	AB Corner Tan - Right	\$16.30	\$ 146.70
3	Orco Pallet 37/30	\$37.00	\$ 111.00
			\$ 0.00
		Sub Total	\$ 1,407.70
		Delivery	\$ 85.00
		Tax	\$ 108.22
		Total	\$ 1,600.92

Thank you for your business. It's a pleasure to work with you on your project.
Simi Pacific Building Materials
609 E. Los Angeles Ave.
Simi Valley, CA

All prices subject to change.

RFI Title:	<u>Planter Clarification</u>	RFI Number:	<u>002</u>
Project Name:	<u>Security Fencing Improvements</u>	Date:	<u>5/30/2023</u>
School Name:	<u>Santa Susana High School</u>	Bid No.:	<u>B23FS399</u>
Issued To:	<u>SVUSD</u>		

Drawing Number	Detail	Specification	Section	Page
----------------	--------	---------------	---------	------

There is what seems to be a planter on sheet LC101, however, I could not locate a detail for construction. The closest detail we can use is on sheet LC501 detail 3, was that the intent? If so, 1. Can we use this detail for construction? 2. What is the top elevation of this curb/planter wall, will it be 6" after the last step or same height as existing planter wall? Confirm it will be level? Please advise.

<input checked="" type="checkbox"/> Critical (24 Hrs)	<input checked="" type="checkbox"/> Change in scope may affect contract cost.
<input type="checkbox"/> Urgent (48 Hrs)	<input checked="" type="checkbox"/> Change in scope may affect contract time.
<input type="checkbox"/> Standard (15 Days)	<input type="checkbox"/> Supplemental instructions not affecting contract cost or time.

Request Issued by:	<u>Teo Barragan</u>	<u>Teo Barragan</u>	<u>5/30/23</u>
	Contractor's Signature	Name (Printed)	Date

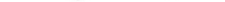
Detail for Planter wall is shown on Detail 8/LC502. Top of wall shall match top of wall for adjacent existing planter to west.

Block type to match existing keystone block wall at front of parking lot along Cochran Street.

The undersigned recommends the following document requirements:

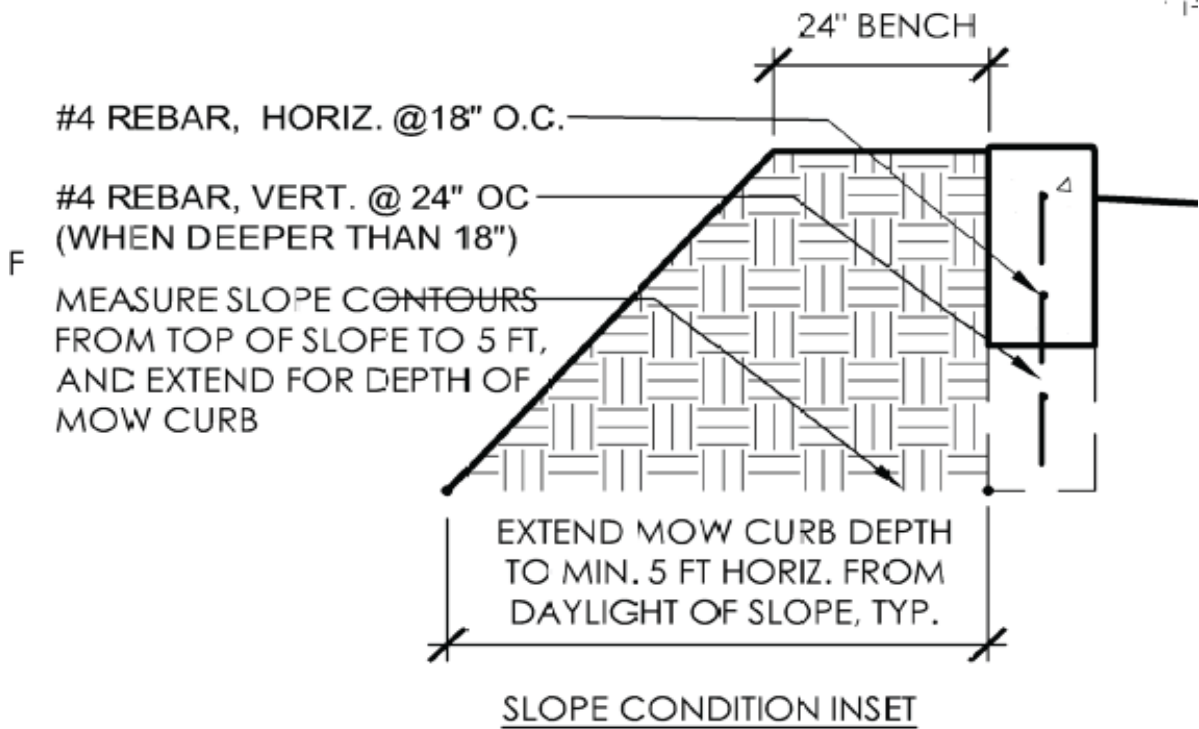
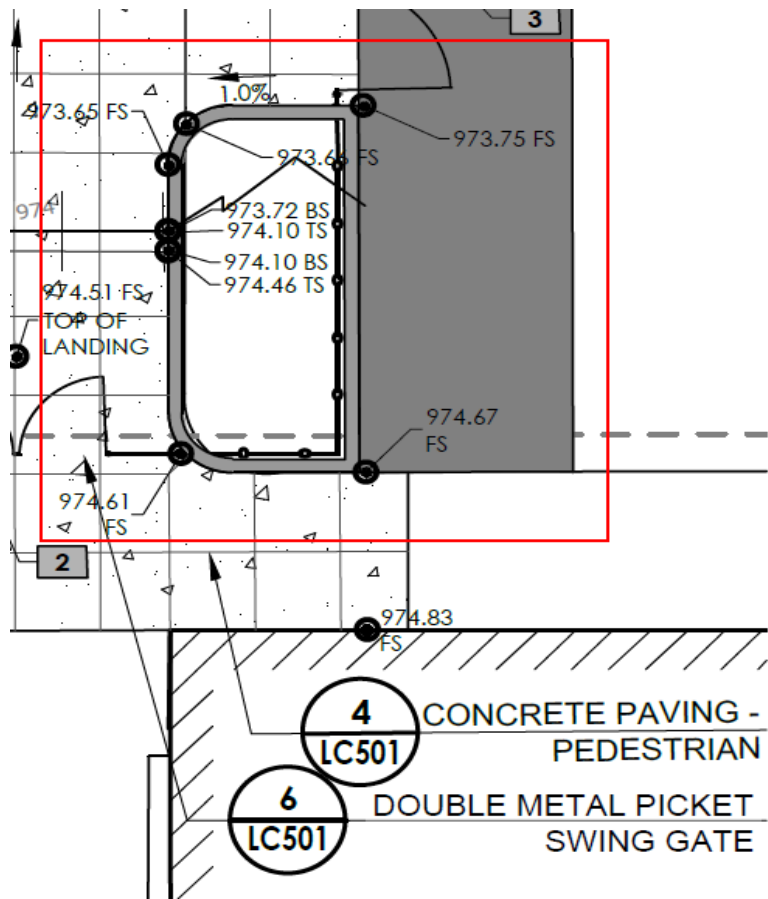
Not Required

FCD ☐

Response Review by:		Chris Dufour	05/30/23
	<u>Architect's Signature</u>	<u>Name (Printed)</u>	<u>Date</u>

Response Issued by: _____

_____ <i>Owner Authorized Representative</i>	_____ <i>Name (Printed)</i>	_____ <i>Date</i>
---	--------------------------------	----------------------



3 16" MOW CURB



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

School Name:	Santa Susana High School
Project Name:	Security Fencing Improvements
To: <i>CM/ Project Coordinator</i>	Marc Cunningham
From: <i>Contractor</i>	Ardalan Construction Company, Inc.

Date:	June 23, 2023
COP Number:	2
Project Number:	
Bid Number:	B23FS399

Description of Work:

Remove and replace approximately 10' x 27' area of concrete in the front of the school.

WORK PERFORMED OTHER THAN BY CONTRACTOR		ADD	DEDUCT
(a)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully encumbered)		
(c)	<u>Add Equipment</u> (attach suppliers' invoice)		
(d)	<u>Subtotal</u>	\$	-
(e)	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)	\$	-
(f)	<u>Subtotal</u>	\$	-
(g)	<u>Add overhead and profit for Contractor</u> , not to exceed five percent (5%) of Item (d)	\$	-
(h)	<u>Subtotal</u>	\$	-
(i)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (d)	\$	-
(j)	<u>TOTAL</u>	\$	-
(k)	<u>Time</u> (zero unless indicated)	<u>0</u>	<u>Calendar Days</u>
WORK PERFORMED BY CONTRACTOR		ADD	DEDUCT
(a)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)	\$ 1,150.00	\$ -
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully encumbered)	\$ 4,860.50	
(c)	<u>Add Equipment</u> (attach suppliers' invoice)	\$ 1,500.00	
(d)	<u>Subtotal</u>	\$	7,510.50
(e)	<u>Add overhead and profit for Contractor</u> , not to exceed fifteen percent (15%) of Item (d)	\$ 1,126.58	
(f)	<u>Subtotal</u>	\$	8,637.08
(g)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (d)	\$ 150.21	
(h)	<u>TOTAL</u>	\$	8,787.29
	<u>Amount of this COP</u>	\$	8,787.29
(i)	<u>Time</u> (zero unless indicated)	<u>0</u>	<u>Calendar Days</u>

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

☒ The proposal does NOT affect the Contract Time.

<u>Tammy Lee</u> Contractor's Signature:	Tammy Lee, Project Manager Printed Name & Title	June 23, 2023 Date
---	--	-----------------------

Provide all supporting documentation as required by the Contract Documents



WORKSHEET

COP: 2

Date: 6/23/2023

Owner: SVUSD

Project: Santa Susana HS - Security Fencing

RE: RFI #02

Item	Description of Work	Hours	Rate	Labor	Material	Fees/Equip	Sub Cost
	Remove and replace approximately 10' x 27' area of concrete in the front of the school.						
1	Sawcut, demo, and haul exisiting concrete	16	\$ 97.21	\$ 1,555.36		\$ 900.00	
2	Dump Fees					\$ 600.00	
3	Dowel into exisiting concrete edges, form, install rebar 18" O.C. and compact base as needed	16	\$ 97.21	\$ 1,555.36	\$ 450.00		
4	Pour and Finish Concrete	16	\$ 97.21	\$ 1,555.36	\$ 700.00		
5	Clean up	2	\$ 97.21	\$ 194.42			
				\$ 4,860.50	\$ 1,150.00	\$ 1,500.00	\$ -
				Subtotal with NO markup:			\$ 7,510.50

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.



SANTA SUSANA HIGH SCHOOL SECURITY FENCING IMPROVEMENTS

3570 Cochran St, Simi Valley, CA 93063

CONSTRUCTION PLAN UPPER CAMPUS

[illegible]



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

School Name: **Santa Susana High School**
Project Name: **Security Fencing Improvements**
To: *CM/ Project Coordinator* **Marc Cunningham**
From: *Contractor* **Ardalan Construction Company, Inc.**

Date: **June 24, 2023**
COP Number: **3R**
Project Number:
Bid Number: **B23FS399**

Description of Work:

Remove concrete curb and additional concrete landing per RFI #04 response.

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)	\$ 705.00	
(b)	Add Labor (attach itemized hours and rates, fully encumbered)	\$ 4,277.24	
(c)	Add Equipment (attach suppliers' invoice)	\$ 325.00	
(d)	Subtotal	\$ 5,307.24	
(e)	Add overhead and profit for Contractor , not to exceed fifteen percent (15%) of Item (d)	\$ 796.09	
(f)	Subtotal	\$ 6,103.33	
(g)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$ 106.14	
(h)	TOTAL	\$ 6,209.47	
	Amount of this COP	\$ 6,209.47	
(i)	Time (zero unless indicated)	0	Calendar Days

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

☒ The proposal does NOT affect the Contract Time.

Teo Barragan

Contractor's Signature:

Teo Barragan, VPO

Printed Name & Title

June 24, 2023

Date

Provide all supporting documentation as required by the Contract Documents



WORKSHEET

COP: 3

Date: 6/24/2023

Owner: SVUSD

Project: Santa Susana HS - Security Fencing

RE: RFI #04

Item	Description of Work	Hours	Rate	Labor	Material	Fees/Equip	Sub Cost
	Remove concrete curb and additional concrete landing per RFI #04 response.						
1	Demo concrete curb and additional concrete landing	16	\$ 97.21	\$ 1,555.36		\$ 325.00	
2	Provide new concrete curb and concrete landing	24	\$ 97.21	\$ 2,333.04			
3	Site Dress up and clean up	4	\$ 97.21	\$ 388.84	\$ 705.00		
				\$ 4,277.24	\$ 705.00	\$ 325.00	\$ -
				Subtotal with NO markup:			\$ 5,307.24

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.



REQUEST FOR INFORMATION (RFI)

RFI Title: <u>Exisiting Ramp Demolition</u>	RFI Number: <u>004</u>
Project Name: <u>Security Fencing Improvements</u>	Date: <u>6/5/2023</u>
School Name: <u>Santa Susana High School</u>	Bid No.: <u>B23FS399</u>
Issued To: <u>SVUSD</u>	

<u>Note D-01</u>	<u>LD103</u>	
Drawing Number Detail	Specification Section	Page

Request:

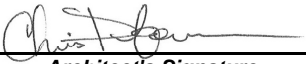
Sheet LD 103 note D – 01 calls out to Sawcut and remove existing paving ramp however, it seems that the curb and ramp were poured monolithically and have been sacked. See photos attached. Let us know how we are to proceed with demolition because LD103 calls out to protect curb in place.

<input checked="" type="checkbox"/> Critical (24 Hrs)	<input checked="" type="checkbox"/> Change in scope may affect contract cost.	
<input type="checkbox"/> Urgent (48 Hrs)	<input checked="" type="checkbox"/> Change in scope may affect contract time.	
<input type="checkbox"/> Standard (15 Days)	<input type="checkbox"/> Supplemental instructions not affecting contract cost or time.	

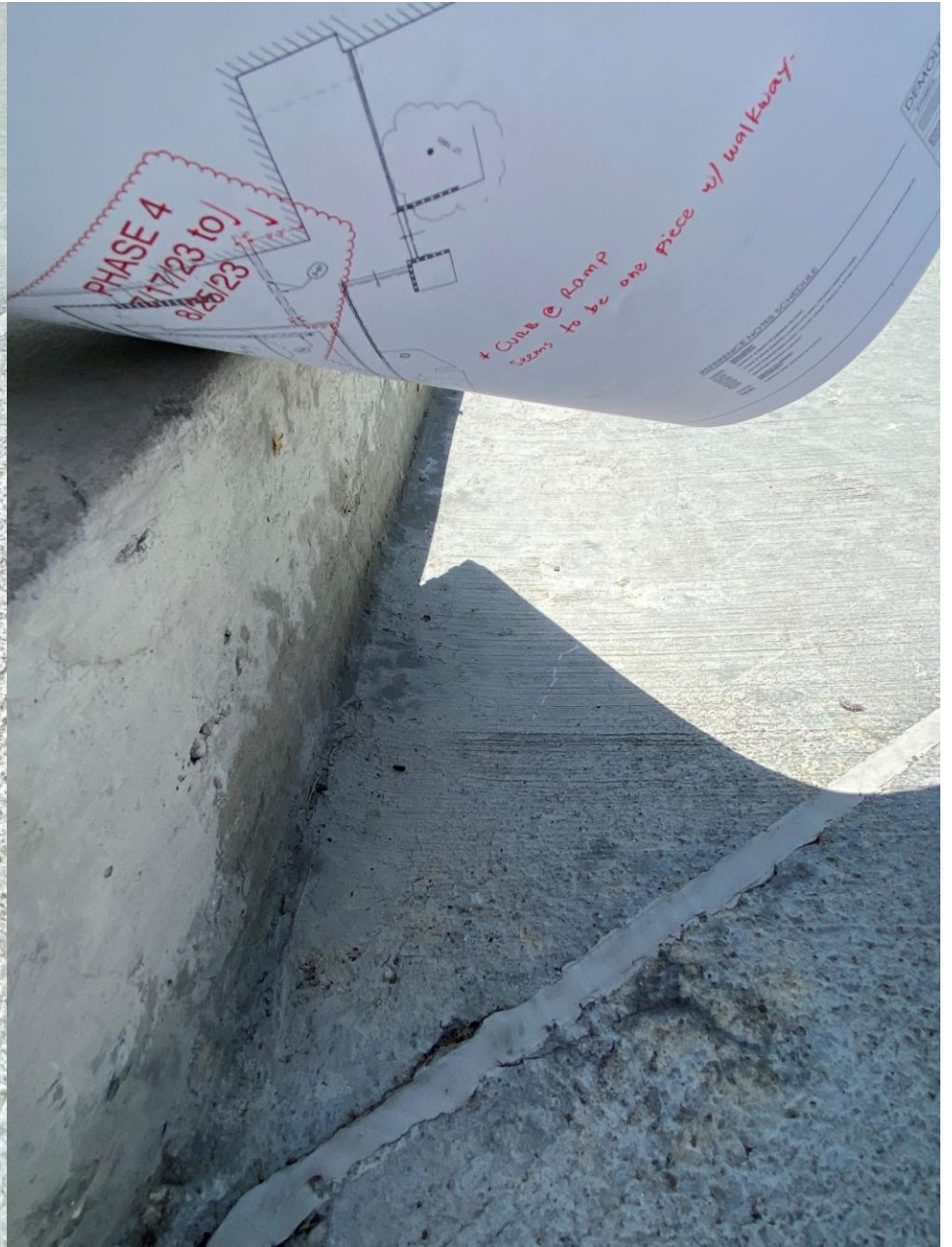
Request Issued by: <u>Teo Barragan</u>	<u>Teo Barragan</u>	<u>6/5/23</u>
<i>Contractor's Signature</i>	<i>Name (Printed)</i>	<i>Date</i>

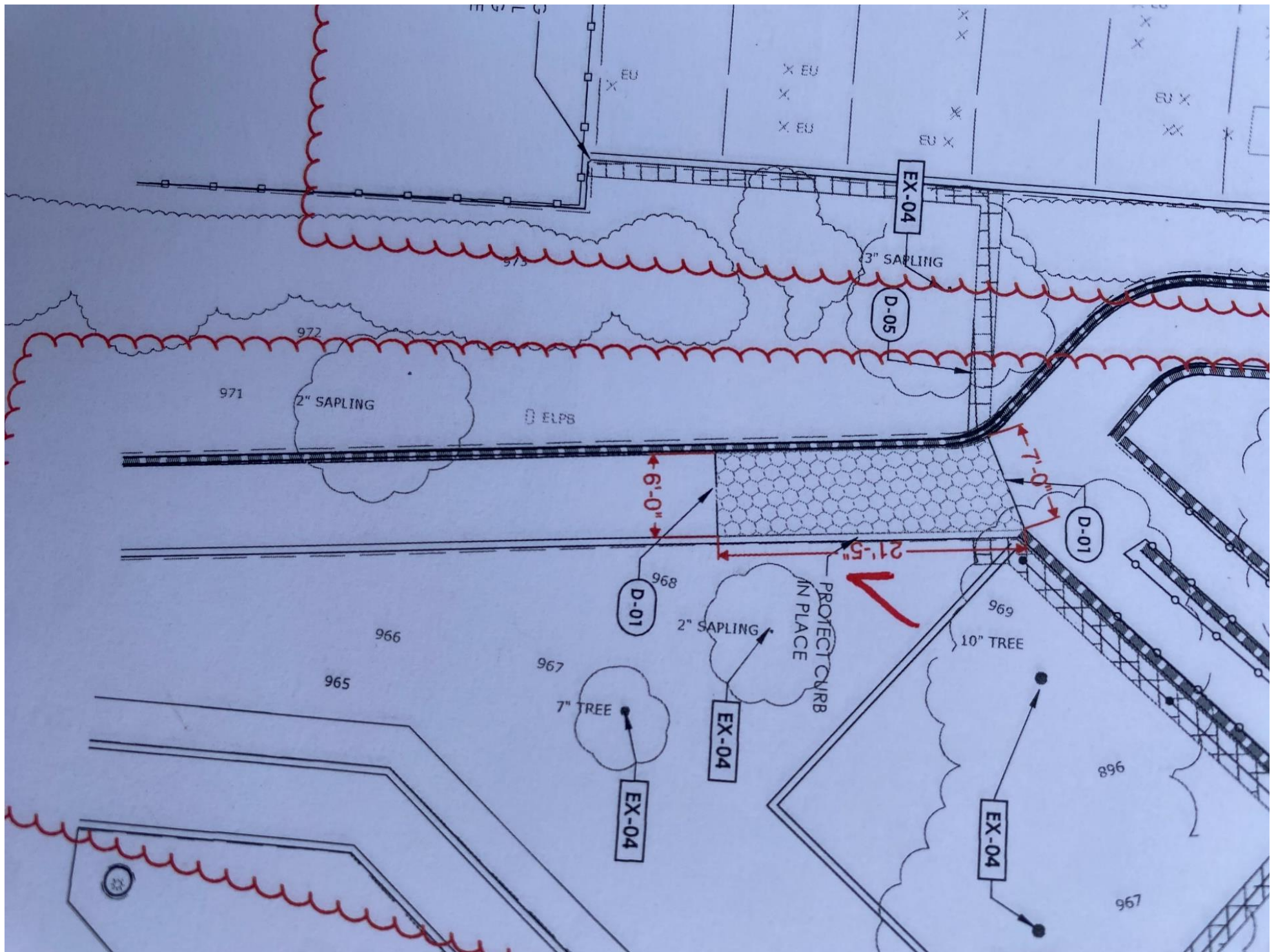
Continue sawcut through concrete curb and demolish curb within limits of flatwork removal. Provide cost alternatives for the following for District Approval:
 #1 New replacement concrete curb to match existing height
 #2 Modify new ramp railing to include additional 1.5" dia bottom rail @ 2" above finish surface.

The undersigned recommends the following document requirements:

	<u>Required</u>	<u>Not Required</u>	
FLS, SSS, ACS, Review	<input type="checkbox"/>	<input type="checkbox"/>	
Sketch	<input type="checkbox"/>	<input type="checkbox"/>	
FCD	<input type="checkbox"/>	<input type="checkbox"/>	
Response Review by: <u></u>	<u>Chris Dufour</u>	<u>06/06/23</u>	
<i>Architect's Signature</i>	<i>Name (Printed)</i>	<i>Date</i>	
Response Issued by: _____	_____	_____	
<i>Owner Authorized Representative</i>	<i>Name (Printed)</i>	<i>Date</i>	







Certificate Of Completion

Envelope Id: 53169B8D8B834D73ABE5625795F5C45A
Subject: Complete with DocuSign: SSHS Security Fencing- Ardalan Allowance #1.pdf
Source Envelope:
Document Pages: 15
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Bond Contracts
Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065
bondcontracts@simivalleyusd.org
IP Address: 207.157.143.2

Record Tracking

Status: Original
7/31/2023 9:11:19 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected
Holder: Bond Contracts
bondcontracts@simivalleyusd.org
Pool: StateLocal
Pool: Simi Valley Unified School District

Location: DocuSign

Location: DocuSign

Signer Events

Teo Barragan
teo@ardalancc.com
VPO
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

04D4899DA5674FB...

Signature Adoption: Pre-selected Style
Using IP Address: 47.147.108.206


Timestamp

Sent: 7/31/2023 9:49:07 AM
Viewed: 8/1/2023 3:16:38 PM
Signed: 8/1/2023 3:17:06 PM

Electronic Record and Signature Disclosure:

Accepted: 8/1/2023 3:16:38 PM
ID: 539064c7-4fb4-48ec-8f7e-3f606195e8a9

Chris Dufour
CBDufour@rrmdesign.com
Security Level: Email, Account Authentication (None)

DocuSigned by:

1828823FA9B847...


Signature Adoption: Pre-selected Style
Using IP Address: 72.29.169.22

Sent: 8/1/2023 3:17:07 PM
Viewed: 8/1/2023 4:59:08 PM
Signed: 8/4/2023 8:12:21 AM

Electronic Record and Signature Disclosure:

Accepted: 8/1/2023 4:59:08 PM
ID: db8b80c5-96ab-4907-8da9-94e08ac5da41

Desiree Rask
desiree.rask@simivalleyusd.org
Security Level: Email, Account Authentication (None)

DocuSigned by:

3FD46F148B6847...

Signature Adoption: Pre-selected Style
Using IP Address: 174.193.200.34
Signed using mobile

Sent: 8/4/2023 8:12:24 AM
Viewed: 8/4/2023 8:31:56 AM
Signed: 8/4/2023 8:32:01 AM

Electronic Record and Signature Disclosure:

Accepted: 8/4/2023 8:31:56 AM
ID: be802409-8340-4aec-aab4-2f3ea1a33baa

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: 8/4/2023 8:32:04 AM
Viewed: 8/4/2023 9:13:33 AM
Signed: 8/4/2023 9:13:50 AM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 8/4/2023 9:13:33 AM ID: 1b5f0d56-a34e-4150-a904-08fe630025e8		
LORI RUBENSTEIN lori.rubenstein@simivalleyusd.org Security Level: Email, Account Authentication (None)	<div><div>DocuSigned by:</div><div>LORI RUBENSTEIN</div><div>19ADD8F59B9244E...</div></div> Signature Adoption: Pre-selected Style Using IP Address: 162.255.33.158 Signed using mobile	Sent: 8/4/2023 9:13:52 AM Viewed: 8/4/2023 10:20:32 AM Signed: 8/4/2023 10:20:49 AM
Electronic Record and Signature Disclosure: Accepted: 8/4/2023 10:20:32 AM ID: 320eb200-cf6c-4bbc-a022-8fad8e97331d		
Ron Todo ron.todo@simivalleyusd.org Associate Superintendent Simi Valley Unified Security Level: Email, Account Authentication (None)	<div><div>DocuSigned by:</div><div>R. J.</div><div>09CA0EB1F690455...</div></div> Signature Adoption: Uploaded Signature Image Using IP Address: 207.157.143.39	Sent: 8/4/2023 10:20:51 AM Viewed: 8/4/2023 10:41:50 AM Signed: 8/4/2023 10:45:04 AM
Electronic Record and Signature Disclosure: Accepted: 8/4/2023 10:41:50 AM ID: d7c11749-4271-4b10-a434-c92f775f775c		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/31/2023 9:49:07 AM
Certified Delivered	Security Checked	8/4/2023 10:41:50 AM
Signing Complete	Security Checked	8/4/2023 10:45:04 AM
Completed	Security Checked	8/4/2023 10:45:04 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Simi Valley Unified School District:

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

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

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

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

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

To request paper copies from Simi Valley Unified School District

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

To withdraw your consent with Simi Valley Unified School District

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



SIMI VALLEY UNIFIED SCHOOL DISTRICT ALLOWANCE PROPOSAL AUTHORIZATION

School Name: Santa Susana High School
 Project Name: Security Fencing
 To: Program Mgr Lori Rubenstein
 From: Contractor Ardan Construction Company, Inc.

P.O. Number:
 Initiation Date: 10/3/2023
 Allowance Authorization No.: 2
 Project Number: X037-01-23
 Bid Number: B23FS399

Description of Item(s) to be charged to Contract Allowance is as follows:

COP #4 Remove and replace additional concrete at new gate location in Bldg 700.	\$ 2,515.24
COP #5 Remove and replace additional concrete at corner of Bldg 300.	\$ 2,742.71
COP #6 Emergency Relocation/Reroute and Repair gas line	\$ 4,638.91
COP #7 Provide and install (3) 6' concrete wheels stops	\$ 1,114.48
COP #8 Additional concrete band around planter, provide brass cover at end of drain line and infill gap.	\$ 4,027.32
COP #9 Modify irrigation and provide landscaping work at front of the school and provide credit for sod.	\$ 3,879.23
Total	\$ 18,917.89

A. Original Contract Allowance	\$ 47,400.00
B. Net Allowance Disbursements previously authorized	\$ 23,294.03
C. Charges to Contract Allowance as a result of this authorization	\$ 18,917.89
D. Current Contract Allowance Balance including this authorization	\$ 5,188.08

DocuSigned by:

DocuSigned by:
04D48990A664091

DocuSigned by:
04D48990A664091

DocuSigned by:
3FD46F742B88447

DocuSigned by:
2CE59085000000000000000000000000

DocuSigned by:
19ADD8F83B9241E

DocuSigned by:
09CA0E8F090459

TEO BARRAGAN

Name (Printed)

CHRIS DUFOUR

Name (Printed)

DESIREE RASK

Name (Printed)

MARC CUNNINGHAM

Name (Printed)

LORI RUBENSTEIN

Name (Printed)

RON TODO

Name (Printed)

10/6/2023

Date

10/12/2023

Date

10/12/2023

Date

10/12/2023

Date

10/12/2023

Date

10/13/2023

Date



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

School Name: **Santa Susana High School**
Project Name: **Security Fencing Improvements**
To: *CM/ Project Coordinator* **Marc Cunningham**
From: *Contractor* **Ardalan Construction Company, Inc.**

Date: **July 5, 2023**
COP Number: **4**
Project Number:
Bid Number: **B23FS399**

Description of Work:

Remove and replace additional concrete at new gate location in Bldg 700.

WORK PERFORMED OTHER THAN BY CONTRACTOR		ADD	DEDUCT
(a)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully encumbered)		
(c)	<u>Add Equipment</u> (attach suppliers' invoice)		
(d)	<u>Subtotal</u>	\$ -	
(e)	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)	\$ -	
(f)	<u>Subtotal</u>	\$ -	
(g)	<u>Add overhead and profit for Contractor</u> , not to exceed five percent (5%) of Item (d)	\$ -	
(h)	<u>Subtotal</u>	\$ -	
(i)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (d)	\$ -	
(j)	<u>TOTAL</u>	\$ -	
(k)	<u>Time</u> (zero unless indicated)	<u>0</u>	<u>Calendar Days</u>
WORK PERFORMED BY CONTRACTOR		ADD	DEDUCT
(a)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)	\$ 250.00	
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully encumbered)	\$ 1,749.78	
(c)	<u>Add Equipment</u> (attach suppliers' invoice)	\$ 150.00	
(d)	<u>Subtotal</u>	\$ 2,149.78	
(e)	<u>Add overhead and profit for Contractor</u> , not to exceed fifteen percent (15%) of Item (d)	\$ 322.47	
(f)	<u>Subtotal</u>	\$ 2,472.25	
(g)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (d)	\$ 43.00	
(h)	<u>TOTAL</u>	\$ 2,515.24	
	<u>Amount of this COP</u>	\$ 2,515.24	
(i)	<u>Time</u> (zero unless indicated)	<u>0</u>	<u>Calendar Days</u>

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

☒ The proposal does NOT affect the Contract Time.

Teo Barragan

Contractor's Signature:

Teo Barragan, VPO

Printed Name & Title

July 5, 2023

Date

Provide all supporting documentation as required by the Contract Documents



WORKSHEET

COP: 4

Date: 7/5/2023

Owner: SVUSD

Project: Santa Susana HS - Security Fencing

RE: District Request

Item	Description of Work	Hours	Rate	Labor	Material	Fees/Equip	Sub Cost
	Remove and replace additional concrete at new gate location in Bldg 700.						
1	Demo, break and haul off concrete (2m x 4 hrs)	8	\$ 97.21	\$ 777.68		\$ 150.00	
2	Rebar, epoxy dowel, pour and finish concrete (2m x 4 hrs)	8	\$ 97.21	\$ 777.68			
3	Clean up	2	\$ 97.21	\$ 194.42	\$ 250.00		
				\$ 1,749.78	\$ 250.00	\$ 150.00	\$ -
		Subtotal with NO markup:					\$ 2,149.78

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.



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

School Name: **Santa Susana High School**
Project Name: **Security Fencing Improvements**
To: *CM/ Project Coordinator* **Marc Cunningham**
From: *Contractor* **Ardalan Construction Company, Inc.**

Date: **August 23, 2023**
COP Number: **5**
Project Number:
Bid Number: **B23FS399**

Description of Work:

Remove and replace additional concrete at corner of Bldg 300.

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)	\$ 250.00	
(b)	Add Labor (attach itemized hours and rates, fully encumbered)	\$ 1,944.20	
(c)	Add Equipment (attach suppliers' invoice)	\$ 150.00	
(d)	Subtotal	\$ 2,344.20	
(e)	Add overhead and profit for Contractor , not to exceed fifteen percent (15%) of Item (d)	\$ 351.63	
(f)	Subtotal	\$ 2,695.83	
(g)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$ 46.88	
(h)	TOTAL	\$ 2,742.71	
	Amount of this COP	\$ 2,742.71	
(i)	Time (zero unless indicated)	0	Calendar Days

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

☒ The proposal does NOT affect the Contract Time.

Teo Barragan

Contractor's Signature:

Teo Barragan, VPO

Printed Name & Title

August 23, 2023

Date

Provide all supporting documentation as required by the Contract Documents



 WORKSHEET

COP: 5

Date: 8/23/2023

Owner: SVUSD

Project: Santa Susana HS - Security Fencing

RE: District Request

Item	Description of Work	Hours	Rate	Labor	Material	Fees/Equip	Sub Cost
	Remove and replace additional concrete at corner of Bldg 300.						
1	Demo, break and haul off concrete (2m x 5 hrs)	10	\$ 97.21	\$ 972.10		\$ 150.00	
2	Rebar, epoxy dowel, pour and finish concrete (2m x 4 hrs)	8	\$ 97.21	\$ 777.68			
3	Clean up	2	\$ 97.21	\$ 194.42	\$ 250.00		
				\$ 1,944.20	\$ 250.00	\$ 150.00	\$ -
				Subtotal with NO markup:			\$ 2,344.20

Notes:

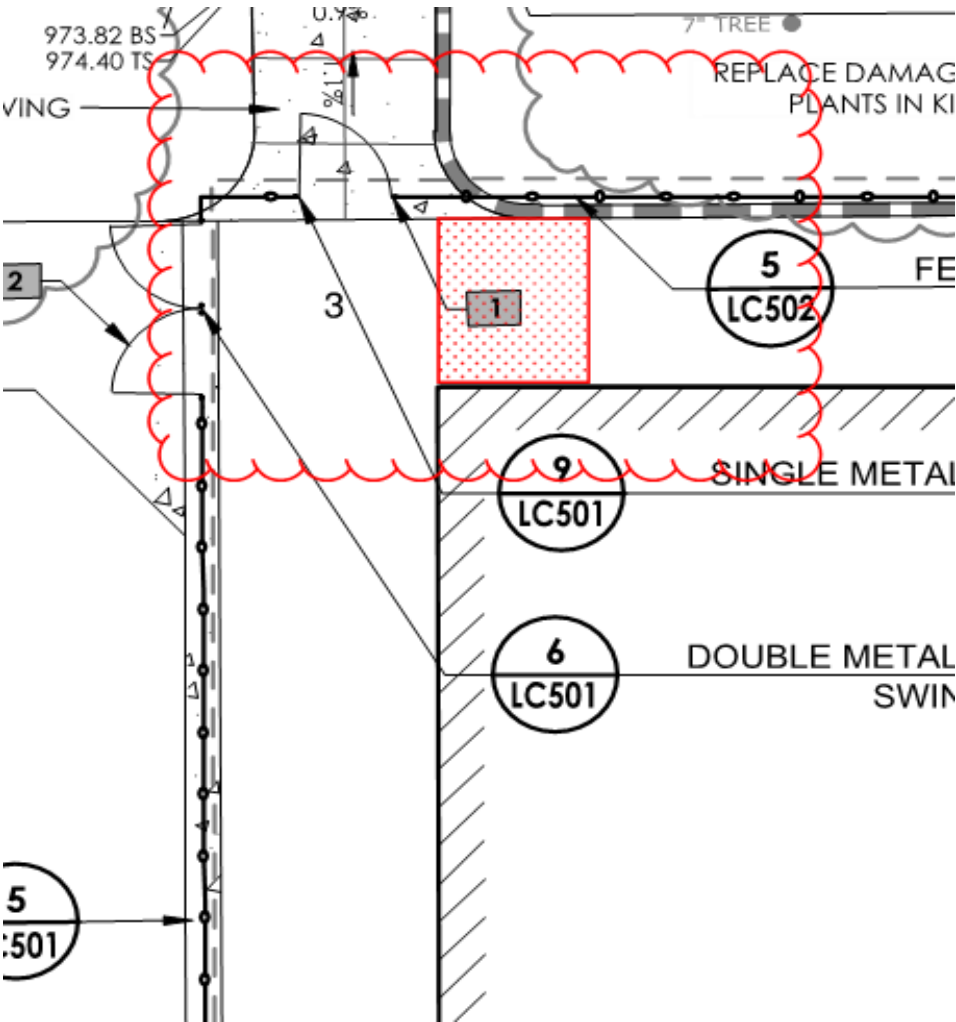
1. This proposal request is an estimate and does not include cost of un-knowns or impacts to the project. Ardalan reserves the right to revise or modify this proposal in case other facts are discovered or conditions are changed.

RFI Title:	<u>(e) Retaining Wall Footing and Fence Conflict</u>	RFI Number:	<u>008</u>
Project Name:	<u>Security Fencing Improvements</u>	Date:	<u>7/21/2023</u>
School Name:	<u>Santa Susana High School</u>	Bid No.:	<u>B23FS399</u>
Issued To:	<u>SVUSD</u>		

Request Issued by:	<u>Teo Barragan</u>	<u>Teo Barragan</u>	<u>7/21/2023</u>
	Contractor's Signature	Name (Printed)	Date

Response Issued by: _____

_____ <i>Owner Authorized Representative</i>	_____ <i>Name (Printed)</i>	_____ <i>Date</i>
---	--------------------------------	----------------------





SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

School Name: **Santa Susana High School**
Project Name: **Security Fencing Improvements**
To: *CM/ Project Coordinator* **Marc Cunningham**
From: *Contractor* **Ardalan Construction Company, Inc.**

Date: **August 23, 2023**
COP Number: **6**
Project Number:
Bid Number: **B23FS399**

Description of Work:

Emergency Relocation/Reroute and Repair gas line in the way of the new concrete and fencing.

WORK PERFORMED OTHER THAN BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)	\$ 450.00	
(b)	Add Labor (attach itemized hours and rates, fully encumbered)	\$ 2,362.20	
(c)	Add Equipment (attach suppliers' invoice)	\$ 375.00	
(d)	Subtotal	\$ 3,187.20	
(e)	Add overhead and profit for any and all tiers of Subcontractor , the total not to exceed ten percent (10%) of Item (d)	\$ 318.72	
(f)	Subtotal	\$ 3,505.92	
(g)	Add overhead and profit for Contractor , not to exceed five percent (5%) of Item (d)	\$ 159.36	
(h)	Subtotal	\$ 3,665.28	
(i)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$ 63.74	
(j)	TOTAL	\$ 3,729.02	
(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)	\$ 777.68	
(c)	Add Equipment (attach suppliers' invoice)	\$ -	
(d)	Subtotal	\$ 777.68	
(e)	Add overhead and profit for Contractor , not to exceed fifteen percent (15%) of Item (d)	\$ 116.65	
(f)	Subtotal	\$ 894.33	
(g)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$ 15.55	
(h)	TOTAL	\$ 909.89	
	Amount of this COP	\$ 4,638.91	
(i)	Time (zero unless indicated)	0	Calendar Days

☒ The proposal would ☒ Increase ☐ Decrease the Contract Time by **5** Calendar Days.

☐ The proposal does NOT affect the Contract Time.

Teo Barragan

Contractor's Signature:

Teo Barragan, VPO

Printed Name & Title

August 23, 2023

Date

Provide all supporting documentation as required by the Contract Documents



WORKSHEET

COP: 6
Date: 8/23/2023
Owner: SVUSD

Project: Santa Susana HS - Security Fencing
RE: RFI #05

Item	Description of Work	Hours	Rate	Labor	Material	Fees/Equip	Sub Cost
1	Emergency Relocation/Reroute and Repair gas line in the way of the new concrete and fencing.						\$ 3,500.00
2	Excavation & Backfill (2x 4hrs)	8	\$ 97.21	\$ 777.68			
				\$ 777.68	\$ -	\$ -	\$ 3,500.00
				Subtotal with NO markup:			\$ 4,277.68

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.

DUNN-WRIGHT GENERAL ENGINEERING INVOICE

Dunn-Wright Gen.
 785 Calle La Palmera
 Camarillo, CA, 93010
 Phone: (805) 822-3099
 Fax: (805) 388-5699
 CSLB #: 958895

Invoice No. 713123

Bill To Ardalan Constr. INC

Address 8 Gainsboro Rd.
 T.O., CA

Phone

E-Mail

14-Aug-23

Due upon receipt

Deposit Received

Invoice Subtotal

Tax Rate

Invoice Total \$44,268.38

Total Amount Due

Amount Paid

Date	Description	Amount
6/15/23 SSHS	Gas line install, and break repair	\$3,500.00

Labor : \$2,362.2

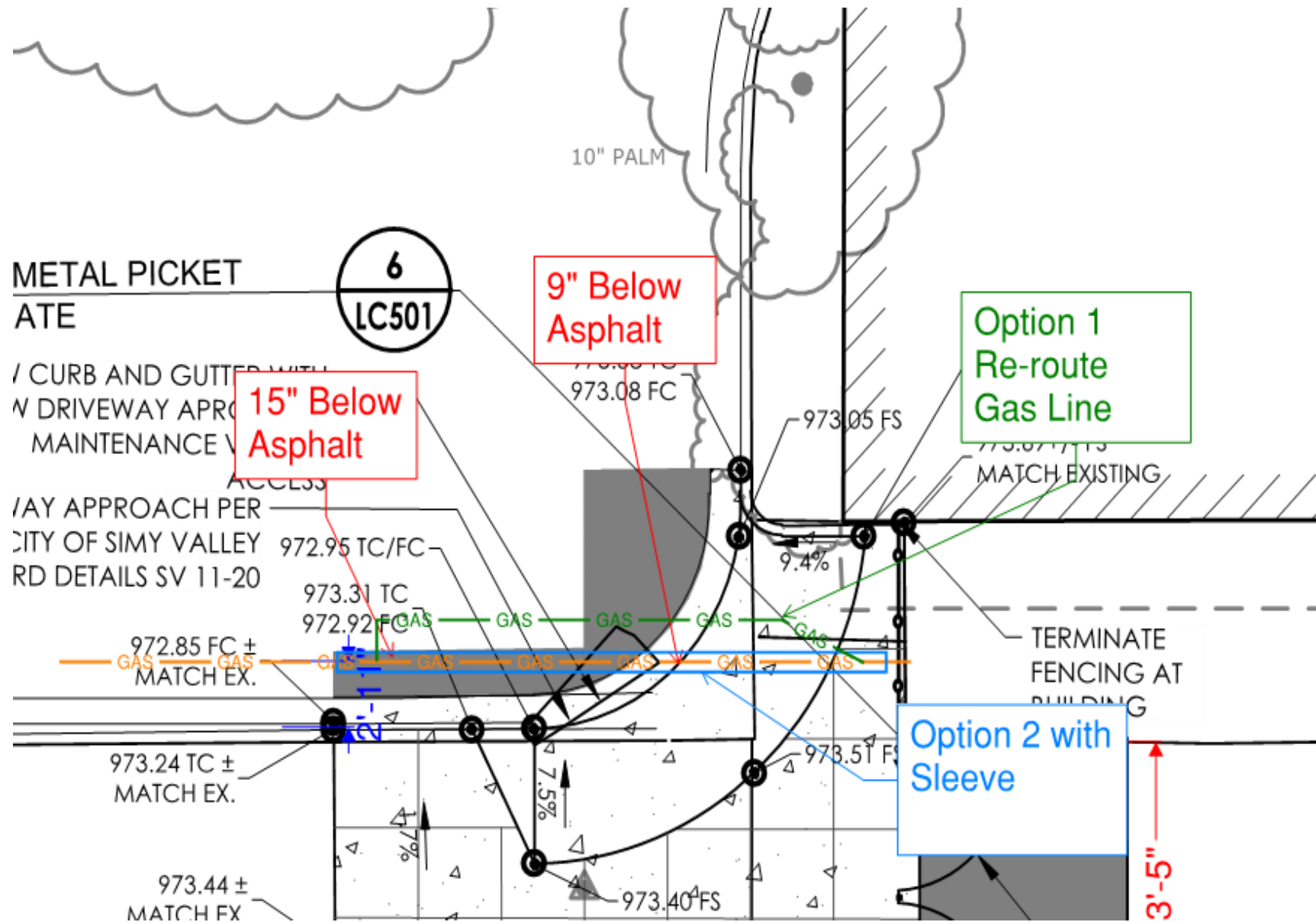
In House Material: \$450.00

Emergency Trip: \$375

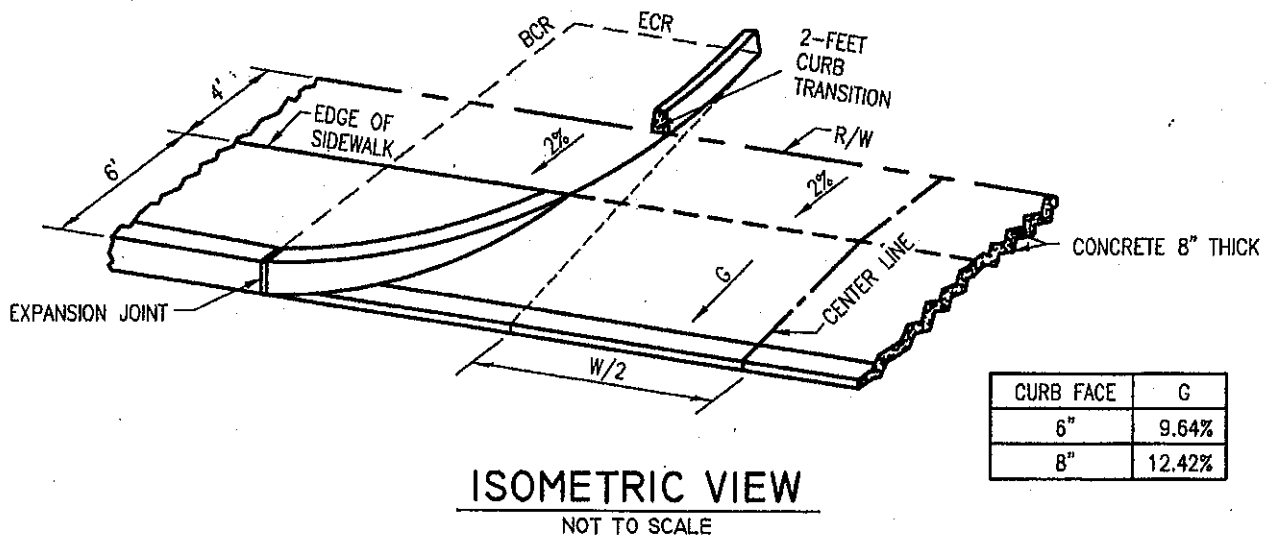
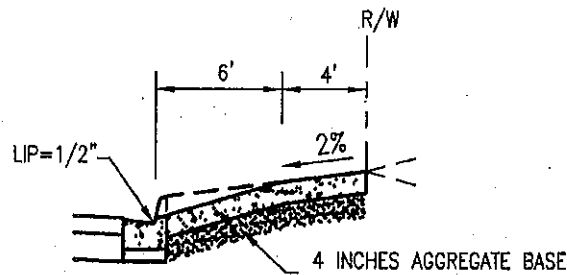
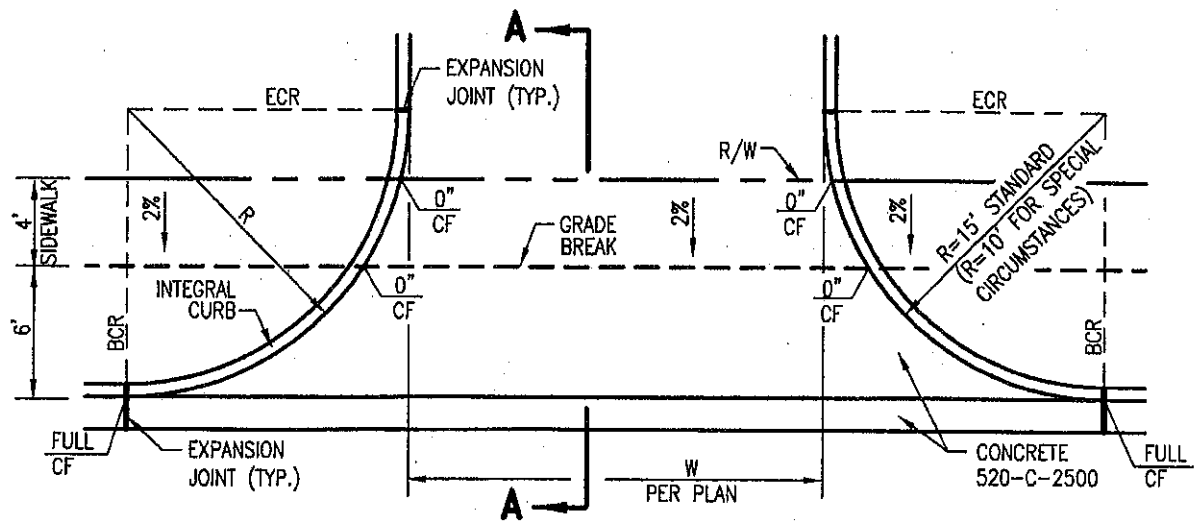
Sub-Total: \$3,187.20

10%: \$318.72

Total: \$3,505.92







APPROVED
[Signature]
DIRECTOR OF PUBLIC WORKS
9/22/08
DATE

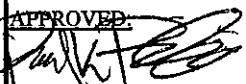
CITY OF
SIMI VALLEY
DEPARTMENT OF PUBLIC WORKS

COMMERCIAL DRIVEWAY
APPROACH

STANDARD PLAN NO.
SV 11-20
SHEET 1 OF 2

NOTES FOR COMMERCIAL DRIVEWAYS:

1. COMMERCIAL DRIVEWAYS, RESIDENTIAL COMMON DRIVEWAYS, AND RESIDENTIAL MULTI-UNIT DRIVEWAYS SHALL BE 8 INCHES THICK PCC INCLUDING GUTTER.
2. PROVIDE 4 INCHES THICK AGGREGATE BASE MATERIAL UNDER COMMERCIAL DRIVEWAYS.
3. RADIUS MAYBE INCREASED TO ACCOMMODATE LARGER VEHICLE ACCESS.
4. EXPANSION JOINTS SHALL BE PLACED AT THE BCR AND ECR.
5. CURB FOR COMMERCIAL DRIVEWAY SHALL BE MONOLITHIC AND MATCH ADJACENT CONSTRUCTION.
6. NO PART OF ANY DRIVEWAY SHALL ENCROACH WITHIN THE FRONTAGE OF ABUTTING PARCELS.
7. CONCRETE SHALL BE CLASS 520-C-2500.
8. NO PART OF DRIVEWAY SHALL ENCROAH WITHIN THE FRONTAGE OF ADJOINING PROPERTY. DRIVEWAYS SHALL NOT BE CONSTRUCTED WITHIN 5- FEET OF CATCH BASIN LOCAL DEPRESSION.
9. DRIVEWAYS ARE NOT TO BE CONSTRUCTED NO CLOSER THAN TWO FEET FROM ANY OBSTRUCTION. ADDITIONAL SETBACKS TO SATISFY SIGHT DISTANCE MAY BE REQUIRED.
10. NO SHINER CUT WILL BE ALLOWED IN GUTTER.
11. NO GRINDING OF CURB FACE WILL BE ALLOWED TO CREATE THE "X" OR DRIVEWAY OPENING.
12. YARD OR CURB DRAINS SHALL BE CONSTRUCTED WITH 3" PVC SDR 35 PIPE FOR 6" CURB FACE PER PLATE SV 12-50. PIPE SHALL CONTINUE TO THE BACK OF THE SIDEWALK. PARKWAY DRAIN SHALL BE CONSTRUCTED, IF MORE THAN ONE PIPE IS REQUIRED, PER PLATE SV 12-60.
13. DRIVEWAY SHALL HAVE DEEP SCORE MARK OVER CURB DRAIN.
14. DRIVEWAY SHALL HAVE A LIGHT BROOM FINISH.
15. CONCRETE CURE SHALL BE APPLIED PER APWA "GREEN BOOK" 303-5.6.

APPROVED:

 DIRECTOR OF PUBLIC WORKS
 9/22/08
 DATE

CITY OF
 SIMI VALLEY
 DEPARTMENT OF PUBLIC WORKS

COMMERCIAL DRIVEWAY
 APPROACH

STANDARD PLAN NO.
 SV 11-20
 SHEET 2 OF 2



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

School Name: **Santa Susana High School**
Project Name: **Security Fencing Improvements**
To: *CM/ Project Coordinator* **Marc Cunningham**
From: *Contractor* **Ardalan Construction Company, Inc.**

Date: **August 29, 2023**
COP Number: **7**
Project Number:
Bid Number: **B23FS399**

Description of Work:

Provide and install (3) 6' concrete wheels stops as requested by the District.

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)	\$ 174.87	
(b)	Add Labor (attach itemized hours and rates, fully encumbered)	\$ 777.68	
(c)	Add Equipment (attach suppliers' invoice)	\$ -	
(d)	Subtotal	\$ 952.55	
(e)	Add overhead and profit for Contractor , not to exceed fifteen percent (15%) of Item (d)	\$ 142.88	
(f)	Subtotal	\$ 1,095.43	
(g)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$ 19.05	
(h)	TOTAL	\$ 1,114.48	
	Amount of this COP	\$ 1,114.48	
(i)	Time (zero unless indicated)	0	Calendar Days

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

☒ The proposal does NOT affect the Contract Time.

Teo Barragan

Contractor's Signature:

Teo Barragan, VPO

Printed Name & Title

August 29, 2023

Date

Provide all supporting documentation as required by the Contract Documents

Pricing shown based on zip code entered; pricing may vary if ship to address is in a different zip code/location.



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

School Name: **Santa Susana High School**
 Project Name: **Security Fencing Improvements**
 To: *CM/ Project Coordinator* **Marc Cunningham**
 From: *Contractor* **Ardalan Construction Company, Inc.**

Date: **September 1, 2023**
 COP Number: **8**
 Project Number:
 Bid Number: **B23FS399**

Description of Work:

Provide additional concrete band around planter, provide brass cover at end of drain line and additional

WORK PERFORMED OTHER THAN BY CONTRACTOR		ADD	DEDUCT
(a)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully encumbered)		
(c)	<u>Add Equipment</u> (attach suppliers' invoice)		
(d)	<u>Subtotal</u>	\$ -	
(e)	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)	\$ -	
(f)	<u>Subtotal</u>	\$ -	
(g)	<u>Add overhead and profit for Contractor</u> , not to exceed five percent (5%) of Item (d)	\$ -	
(h)	<u>Subtotal</u>	\$ -	
(i)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (d)	\$ -	
(j)	<u>TOTAL</u>	\$ -	
(k)	<u>Time</u> (zero unless indicated)	<u>0</u>	<u>Calendar Days</u>
WORK PERFORMED BY CONTRACTOR		ADD	DEDUCT
(a)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)	\$ 1,303.53	
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully encumbered)	\$ 2,138.62	
(c)	<u>Add Equipment</u> (attach suppliers' invoice)	\$ -	
(d)	<u>Subtotal</u>	\$ 3,442.15	
(e)	<u>Add overhead and profit for Contractor</u> , not to exceed fifteen percent (15%) of Item (d)	\$ 516.32	
(f)	<u>Subtotal</u>	\$ 3,958.47	
(g)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (d)	\$ 68.84	
(h)	<u>TOTAL</u>	\$ 4,027.32	
	<u>Amount of this COP</u>	\$ 4,027.32	
(i)	<u>Time</u> (zero unless indicated)	<u>0</u>	<u>Calendar Days</u>

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

☒ The proposal does NOT affect the Contract Time.

Teo Barragan

Contractor's Signature:

Teo Barragan, VPO

Printed Name & Title

#####

Date

Provide all supporting documentation as required by the Contract Documents



WORKSHEET

COP: 8

Date: 9/1/2023

Owner: SVUSD

Project: Santa Susana HS - Security Fencing

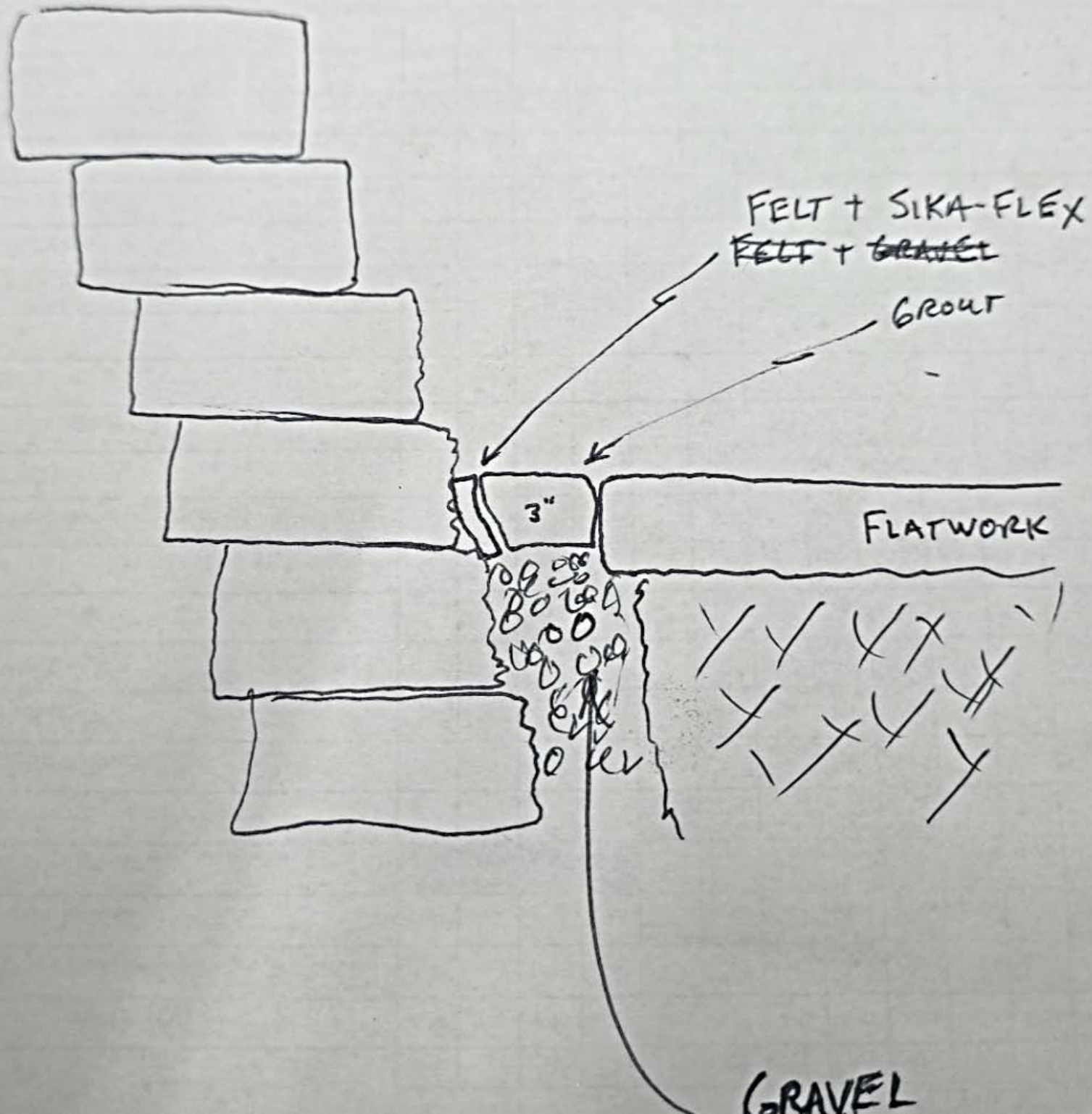
RE: District Request

Item	Description of Work	Hours	Rate	Labor	Material	Fees/Equip	Sub Cost
	Provide additional concrete band around planter, and additional labor and material for wall construction.	12	\$ 97.21	\$ 1,166.52	\$ 1,028.53		
1	Provide felt, gravel/sand and concrete at edge of existing pavement and new CMU wall to infill the gap.	8	\$ 97.21	\$ 777.68	\$ 125.00		
2	Provide brass cover and grout at new drain line	2	\$ 97.21	\$ 194.42	\$ 150.00		
				\$ 2,138.62	\$ 1,303.53	\$ -	\$ -
				Subtotal with NO markup:		\$	3,442.15

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.

THERE WILL BE A HANDLING CHARGE ON ALL PALLETS.
PALLETS MUST BE RETURNED TO YARD BY CUSTOMER WITHIN 30 DAYS.
INVOICE MUST BE PRESENTED TO RECEIVE CREDIT.





SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

School Name: **Santa Susana High School**
Project Name: **Security Fencing Improvements**
To: *CM/ Project Coordinator* **Marc Cunningham**
From: *Contractor* **Ardalan Construction Company, Inc.**

Date: **August 29, 2023**
COP Number: **9**
Project Number:
Bid Number: **B23FS399**

Description of Work:

Modify irrigation and provide landscaping work at front of the school and provide credit for sod.

WORK PERFORMED OTHER THAN BY CONTRACTOR		ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)	\$ 1,574.50	\$ 358.92
(b)	Add Labor (attach itemized hours and rates, fully encumbered)	\$ 3,360.00	\$ 1,260.00
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal	\$ 3,315.58	
(e)	Add overhead and profit for any and all tiers of Subcontractor , the total not to exceed ten percent (10%) of Item (d)	\$ 331.56	
(f)	Subtotal	\$ 3,647.14	
(g)	Add overhead and profit for Contractor , not to exceed five percent (5%) of Item (d)	\$ 165.78	
(h)	Subtotal	\$ 3,812.92	
(i)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$ 66.31	
(j)	TOTAL	\$ 3,879.23	
(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	\$ 3,879.23	
(i)	Time (zero unless indicated)	0	Calendar Days

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

☐ The proposal does NOT affect the Contract Time.

Teo Barragan

Contractor's Signature:

Teo Barragan, VPO

Printed Name & Title

August 29, 2023

Date

Provide all supporting documentation as required by the Contract Documents



 WORKSHEET

COP: 9

Date: 8/29/2023

Owner: SVUSD

Project: Santa Susana HS - Security Fencing

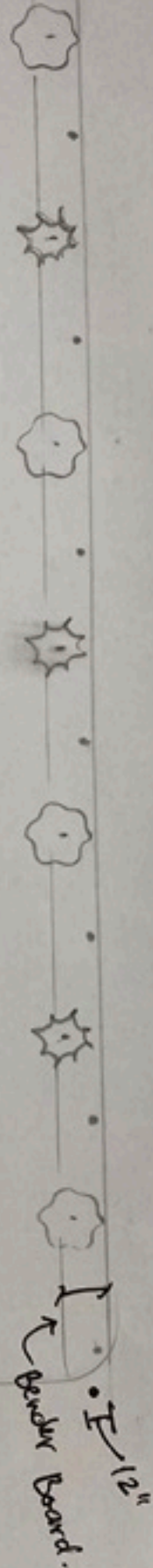
RE: District Request

Item	Description of Work	Hours	Rate	Labor	Material	Fees/Equip	Sub Cost
	Modify irrigation and provide landscaping work at front of the school and provide credit for sod.						\$ 3,647.13
1	Provide and install new landscaping header.						incl.
2	Provide and install new landscape plants.						incl.
3	Relocate existing irrigation heads to 12" away from new landscape header.						incl.
4	Provide credit for not installing sod						incl.
	(See subcontractor proposal)						incl.
				\$ -	\$ -	\$ -	\$ 3,647.13
				Subtotal with NO markup:			\$ 3,647.13

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.

4 - FIVE GALLON INDIAN HAWTHORN "CLARA"
3 - FIVE GALLON PHLOEMUM "YELLOW WAVE"



**ADDRESS**

2935 Camino del Zuro
 Thousand Oaks, CA 91360
805.413.2365 Office
805.367.7296 Fax

WEBSITE

www.senel.org

EMAIL

info@senel.org

CA Lic. 924543

A, B, D63, C06, C27, D09, D38, & D49

Veteran Owned and Operated

WORK ORDER

TO: Ardalan Construction

WO#: 1
PROJECT: Santa Susana HS Security Fencing

We offer to perform the following extra work on the above described project:

install 6" bender board with stakes, adjust existing pop heads to 12 away from flatwork to center of new planter. Install 7, 5-gallon plants. Credit sod. No mulch requested.

Additional Costs:

Materials (including sales tax)	<u>\$1,215.58</u>
Equipment	<u>\$0.00</u>
Labor	<u>\$2,100.00</u>
Subtotal	<u>\$3,315.58</u>
Overhead & Profit - 10%	<u>\$331.56</u>
Original Total	<u>\$3,647.13</u>

Your signature below signifies your agreement

1-Sep-23
 (Date proposal signed)

 (Date of acceptance)

Senel Construction Engineering
 (Firm)

 (Owners/ GC name)

Fatih Senel
 Signature of SENEL Authorized agent)

 (Signature of owner/GC or authorized agent)



WORK ORDER DETAIL

RCO#: 1

MATERIALS

QTY.	ITEM DESCRIPTION	COST EACH	TOTAL
140	feet bender board 6"		\$586.56
2	bundle 18" stakes	\$82.00	\$164.00
1	misc pvc fittings	\$150.00	\$150.00
210	sf sod		-\$358.92
7	5g	\$55.00	\$385.00
25	fert tablets	\$2.33	\$58.25
1	debris haul	\$150.00	\$150.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

SALES TAX 8.75% \$80.69

MATERIAL TOTAL \$1,215.58

EQUIPMENT

QTY	DESCRIPTION	RATE	TOTAL
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

EQUIPMENT TOTAL \$0.00

LABOR

HOURS	CLASSIFICATION	RATE	TOTAL
32	laborer (group 1)	\$105.00	\$3,360.00
12	sod labor credit	-\$105.00	-\$1,260.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

LABOR TOTAL \$2,100.00

SUBTOTAL **\$3,315.58**




SHOPPING CART > CHECKOUT DETAILS > ORDER COMPLETE

SOD CREDIT


PRINT

PDF

PRODUCT	PRICE	QUANTITY	SUBTOTAL
<div><div><div>×</div></div><div></div></div> <div>One Sq. Foot of Marathon™ II Sod</div>	\$1.11	<div>- 210 +</div>	\$233.10
<div><div>← CONTINUE SHOPPING</div><div>UPDATE CART</div></div>			

CART TOTALS	
Subtotal	\$233.10
Standard Shipping: \$100.00	
Shipping to Simi Valley, CA 93065.	
Change address	
Tax	\$25.82
Total	\$358.92

Product



Benda Board Redwood 1"x6"x20'

Quantity

8

 each

Price

\$464.00

Update Cart

Subtotal:

\$464.00

Zip Code:

Zip Code

Shipping:

Sales Tax:

\$47.56

Grand Total:

\$511.56

Delivery \$75.00 (estimate)
Total: \$586.56

Certificate Of Completion

Envelope Id: 026E2926A3AA44F6A55AFA2D14F2A0C0
Subject: Complete with DocuSign: SSHS Security Fencing- Ardalan Allowance #2.pdf
Source Envelope:
Document Pages: 27
Certificate Pages: 5
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

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
10/5/2023 8:31:27 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Bond Contracts
bondcontracts@simivalleyusd.org
Pool: StateLocal
Pool: Simi Valley Unified School District

Location: DocuSign

Location: DocuSign

Signer Events

Teo Barragan
teo@ardalancc.com
VPO
Security Level: Email, Account Authentication (None)

DocuSigned by:
Teo Barragan
04D4899DA5674FB...

Signature Adoption: Pre-selected Style
Using IP Address: 47.157.154.155

Timestamp
Sent: 10/5/2023 8:38:02 AM
Viewed: 10/6/2023 8:26:01 AM
Signed: 10/6/2023 8:28:10 AM

Electronic Record and Signature Disclosure:
Accepted: 10/6/2023 8:26:01 AM
ID: 0d5f46a4-93ed-423f-9c0c-5d7c9848b43e

Chris Dufour
CBDufour@rrmdesign.com
Security Level: Email, Account Authentication (None)

DocuSigned by:
Chris Dufour
1828823FA9B84A7...

Signature Adoption: Pre-selected Style
Using IP Address: 72.29.169.22

Sent: 10/6/2023 8:28:12 AM
Resent: 10/12/2023 1:10:24 PM
Viewed: 10/12/2023 3:23:58 PM
Signed: 10/12/2023 3:24:44 PM

Electronic Record and Signature Disclosure:
Accepted: 10/12/2023 3:23:58 PM
ID: 9177dd36-d316-4037-bd7e-10c1f6af1b79

Desiree Rask
desiree.rask@simivalleyusd.org
Security Level: Email, Account Authentication (None)

DocuSigned by:
Desiree Rask
3FD46F148B68447...

Signature Adoption: Pre-selected Style
Using IP Address: 207.157.143.2

Sent: 10/12/2023 3:24:47 PM
Viewed: 10/12/2023 3:25:04 PM
Signed: 10/12/2023 3:25:09 PM

Electronic Record and Signature Disclosure:
Accepted: 10/12/2023 3:25:04 PM
ID: 8ff318f3-143a-4a61-aed6-dbe98f54ec2d

Marc Cunningham
marc.cunningham@simivalleyusd.org
Construction Project Manager
Security Level: Email, Account Authentication (None)

DocuSigned by:
Marc Cunningham
2CEE5D45D018490...

Signature Adoption: Pre-selected Style
Using IP Address: 166.199.113.34
Signed using mobile

Sent: 10/12/2023 3:25:11 PM
Viewed: 10/12/2023 3:36:40 PM
Signed: 10/12/2023 3:37:08 PM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 10/12/2023 3:36:40 PM ID: 4c3226a0-5be1-4aca-a95c-fff80fc8f221		
LORI RUBENSTEIN lori.rubenstein@simivalleyusd.org Security Level: Email, Account Authentication (None)	<div><div>DocuSigned by:</div><div>LORI RUBENSTEIN</div><div>19ADD8F59B9244E...</div></div> Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.2	Sent: 10/12/2023 3:37:10 PM Viewed: 10/12/2023 3:50:54 PM Signed: 10/12/2023 3:53:06 PM

Electronic Record and Signature Disclosure: Accepted: 10/12/2023 3:50:54 PM ID: b5d74c0b-6c2d-41d5-894b-9775e545e985		
Ron Todo ron.todo@simivalleyusd.org Associate Superintendent Simi Valley Unified Security Level: Email, Account Authentication (None)	<div><div>DocuSigned by:</div><div>R. J.</div><div>09CA0EB1F690455...</div></div> Signature Adoption: Uploaded Signature Image Using IP Address: 72.74.177.77 Signed using mobile	Sent: 10/12/2023 3:53:09 PM Viewed: 10/13/2023 5:01:09 AM Signed: 10/13/2023 5:01:28 AM

Electronic Record and Signature Disclosure:
Accepted: 10/13/2023 5:01:09 AM
ID: fce0a161-3915-44d8-be30-542149933d23

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	10/5/2023 8:38:02 AM
Certified Delivered	Security Checked	10/13/2023 5:01:09 AM
Signing Complete	Security Checked	10/13/2023 5:01:28 AM
Completed	Security Checked	10/13/2023 5:01:28 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Simi Valley Unified School District:

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

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

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

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

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

To request paper copies from Simi Valley Unified School District

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

To withdraw your consent with Simi Valley Unified School District

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



P.O. Number:	
Initiation Date:	10/16/2023
Allowance Authorization No.:	3
Project Number:	X037-01-23
Bid Number:	B23FS399

COP # 10 Provide Concrete collars at (6) fence posts in the planter Areas.	\$ 1,936.77
	\$ 1,936.77

Contractor	TEO BARRAGAN	
	Name (Printed)	Date
	CHRIS DUFOUR	
Architect	Name (Printed)	Date
	DESIREE RASK	
Project Manager	Name (Printed)	Date
	MARC CUNNINGHAM	
Construction Project Manager	Name (Printed)	Date
	LORI RUBENSTEIN	
Bond Program Manager	Name (Printed)	Date
	RON TODO	
Associate Superintendent, Business & Facilities	Name (Printed)	Date



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

School Name: **Santa Susana High School**
Project Name: **Security Fencing Improvements**
To: *CM/ Project Coordinator* **Marc Cunningham**
From: *Contractor* **Ardalan Construction Company, Inc.**

Date: **October 11, 2023**
COP Number: **10**
Project Number:
Bid Number: **B23FS399**

Description of Work:

Provide concrete collars at (6) fence posts in the planter areas. Excavate, clean, place glue and pour.

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)	\$ 100.00	
(b)	Add Labor (attach itemized hours and rates, fully encumbered)	\$ 1,555.36	
(c)	Add Equipment (attach suppliers' invoice)	\$ -	
(d)	Subtotal	\$ 1,655.36	
(e)	Add overhead and profit for Contractor , not to exceed fifteen percent (15%) of Item (d)	\$ 248.30	
(f)	Subtotal	\$ 1,903.66	
(g)	Add Bond and Insurance , not to exceed two percent (2%) of Item (d)	\$ 33.11	
(h)	TOTAL	\$ 1,936.77	
	Amount of this COP	\$ 1,936.77	
(i)	Time (zero unless indicated)	0	Calendar Days

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

☐ The proposal does NOT affect the Contract Time.

Teo Barragan

Contractor's Signature:

Teo Barragan, VPO

Printed Name & Title

October 11, 2023

Date

Provide all supporting documentation as required by the Contract Documents



WORKSHEET

COP: 10

Date: 10/11/2023

Owner: SVUSD

Project: Santa Susana HS - Security Fencing


RE: District Request

Item	Description of Work	Hours	Rate	Labor	Material	Fees/Equip	Sub Cost
	Provide concrete collars at (6) fence posts in the planter areas. Excavate, clean, place glue and pour.	16	\$ 97.21	\$ 1,555.36			
	(5) Concrete Bags				\$ 45.00		
	(1) 10" Sona Tube				\$ 25.00		
	Concrete glue				\$ 30.00		
	(See subcontractor proposal)						
				\$ 1,555.36	\$ 100.00	\$ -	\$ -
				Subtotal with NO markup:			\$ 1,655.36

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.

CURBSIDE



Sakrete 10 in. x 48 in.
Concrete Form Tube
4.5 ★★★★★ 64

\$16.30

📍

Home Depot

11.7 mi · In stock

4.5/5 ★ (995 store reviews)

\$ 20.38 w/ tax and pick up = \$25

CURBSIDE




Pick up today

Quikrete 1 Gal.
Concrete Bonding
Adhesive
\$21.48
Home Depot
★★★★★ (55)

\$ 26.85 w/ tax and pick up = \$30

CURBSIDE



Quikrete 1004-50 Fast
Setting Concrete Mix -
4.7 ★★★★★ 882

\$6.71

📍

Home Depot

11.7 mi · In stock

4.5/5 ★ (995 store reviews)

\$ 41.94 w/ tax and pick up = \$45



Certificate Of Completion

Envelope Id: 0C107FC3E9FF4329AF0CA8CEC33264FE

Status: Completed

Subject: Complete with DocuSign: SSHS Security Fencing - Ardalan Change Order #1 .pdf

Source Envelope:

Document Pages: 59

Signatures: 6

Certificate Pages: 6

Initials: 1

AutoNav: Enabled

Envelope 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

11/6/2023 1:17:05 PM

Holder: Bond Contracts

bondcontracts@simivalleyusd.org

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

Signer Events

Teo Barragan

teo@ardalancc.com

VPO

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

DocuSigned by:



04D4899DA5674FB...

Signature Adoption: Pre-selected Style

Using IP Address: 47.156.175.70

Timestamp

Sent: 11/6/2023 1:21:05 PM

Viewed: 11/6/2023 1:30:08 PM

Signed: 11/6/2023 1:30:37 PM

Electronic Record and Signature Disclosure:

Accepted: 11/6/2023 1:30:08 PM

ID: 862f8e9f-e10a-46db-98d6-5a73f5c44f0e

Desiree Rask

desiree.rask@simivalleyusd.org

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

Sent: 11/6/2023 1:30:41 PM

Resent: 11/15/2023 2:51:08 PM

Resent: 11/15/2023 2:51:26 PM

Viewed: 11/15/2023 2:53:26 PM

Signed: 11/15/2023 2:53:36 PM

Electronic Record and Signature Disclosure:

Accepted: 11/15/2023 3:46:07 PM

ID: cabbf414-e645-4fd9-ab74-bce47d3fcb23

Chris Dufour

CBDufour@rrmdesign.com

Security Level: Email, Account Authentication
(None)

1828823FA9B84A7...

Signature Adoption: Pre-selected Style

Using IP Address: 72.29.169.22

Sent: 11/15/2023 2:53:39 PM

Viewed: 11/15/2023 3:46:07 PM

Signed: 11/16/2023 1:01:08 PM

Electronic Record and Signature Disclosure:

Accepted: 11/15/2023 3:46:07 PM

ID: 1d5527c3-dde8-437e-a8a7-48749a30bf6b

Desiree Rask

desiree.rask@simivalleyusd.org

Security Level: Email, Account Authentication
(None)

3FD46F148B68447...


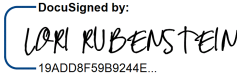
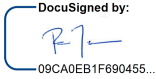
Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

Sent: 11/16/2023 1:01:11 PM

Viewed: 11/16/2023 2:08:35 PM

Signed: 11/16/2023 2:09:43 PM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 11/16/2023 2:08:35 PM ID: e1ddf21e-d29e-419d-85b9-d3cbe9e7ff1e		
Marc Cunningham marc.cunningham@simivalleyusd.org Construction Project Manager Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: Marc Cunningham 2CEE5D45D018490...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 108.147.102.61 Signed using mobile</p>	Sent: 11/16/2023 2:09:45 PM Viewed: 11/16/2023 4:03:25 PM Signed: 11/16/2023 4:03:46 PM
Electronic Record and Signature Disclosure: Accepted: 11/16/2023 4:03:25 PM ID: 9fb6f821-62ff-4bd9-b2da-52aba8d0ea0f		
LORI RUBENSTEIN lori.rubenstein@simivalleyusd.org Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: LORI RUBENSTEIN 19ADD8F59B9244E...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 207.157.143.41</p>	Sent: 11/16/2023 4:03:49 PM Viewed: 11/16/2023 4:04:07 PM Signed: 11/16/2023 4:21:40 PM
Electronic Record and Signature Disclosure: Accepted: 11/16/2023 4:04:07 PM ID: ef17ad69-8e26-4620-8183-a0402a96fb60		
Ron Todo ron.todo@simivalleyusd.org Associate Superintendent Simi Valley Unified Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: Ron Todo 09CA0EB1F690455...</p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 207.157.143.39</p>	Sent: 11/16/2023 4:21:42 PM Viewed: 11/16/2023 5:17:26 PM Signed: 11/16/2023 5:17:33 PM
Electronic Record and Signature Disclosure: Accepted: 11/16/2023 5:17:26 PM ID: d9db5503-3f6d-487d-9418-bbd8e287e310		
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	11/6/2023 1:21:05 PM
Certified Delivered	Security Checked	11/16/2023 5:17:26 PM
Signing Complete	Security Checked	11/16/2023 5:17:33 PM
Completed	Security Checked	11/16/2023 5:17:33 PM
Payment Events	Status	Timestamps

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Simi Valley Unified School District:

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

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

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

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

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

To request paper copies from Simi Valley Unified School District

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

To withdraw your consent with Simi Valley Unified School District

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

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

Required hardware and software

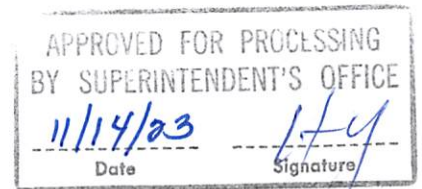
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



TITLE: RATIFICATION OF AGREEMENT NO. R24-02489 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND GOLDEN STATE LABOR COMPLIANCE FOR LABOR COMPLIANCE SERVICES FOR THE SIMI VALLEY HS KITCHEN PROJECT

Business & Facilities
Consent #8

November 14, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Contractors bidding or working on ANY public works project are required to be registered with the State Department of Industrial Relations (DIR). A Labor Compliant Consultant is needed to perform the following activities:

- Register Public Works projects with DIR
- Obtain prevailing wage rates from DIR
- Notify potential contractors that they must register with DIR and that the project is subject to enforcement by DIR
- Post or require contractors to post jobsite notices on Public Works requirements
- Ensure that Public Works contractors pay prevailing wages and are following the Public Works Laws
- Report any suspected Public Works violations to the Labor Commissioner
- File the mandated annual report with the DIR
- Ensure that the Public Works Lease Leaseback contractors are following the skilled and trained workforce requirements

Fiscal Analysis

Consultant's fee is estimated at \$33,950.00 paid by Measure X.

Recommendation

This item is presented for Board of Education ratification.

On motion # 52 by Trustee Subran, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Agreement No. R24-02489 between Simi Valley Unified School District and Golden State Labor Compliance for Labor Compliance Consulting Services

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

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

By and Between

Simi Valley Unified School District

And

Golden State Labor Compliance

For

Simi Valley High School Kitchen Conversion

Dated: November 1, 2023

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the November 1, 2023 by and between the **Simi Valley Unified School District**, ("District") and Golden State Labor Compliance ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall provide Labor Compliance Support for the Classroom Building Kitchen Conversion project at Simi Valley High School, 5400 Cochran St., Simi Valley, CA 93063, 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 November 3, 2023 and will diligently perform as required and August 15, 2024, 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>	Iran Contracting Act Certification
<u> X </u>	Russia Sanctions
<u> X </u>	Insurance Certificates and Endorsements

4. **Compensation.** District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fixed fee not to exceed **Thirty-Three Thousand, Nine Hundred and Fifty Dollars (\$33,950.00)**. 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.
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. **Ownership of Data.** Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Consultant prepared or caused to be prepared pursuant to this Agreement. Consultant retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Consultant prepares or causes to be prepared pursuant to this Agreement.

In the event the District changes or uses any fully or partially completed documents without Consultant's knowledge or participation or both, the District agrees to release Consultant of responsibility for such changes, and shall hold Consultant harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Consultant is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without Consultant's full involvement, the District shall remove all title blocks and other information that might identify Consultant.

11. **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.
12. **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.
13. **Termination.**
- 13.1. **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.
- 13.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 13.2.1. material violation of this Agreement by Consultant; or
- 13.2.2. 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

Agreement No. R24-02489

expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14. **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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

15. Insurance.

- 15.1. 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.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 2,000,000
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 2,000,000

- 15.1.1. **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.)
- 15.1.2. **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.
- 15.1.3. **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.
- 15.2. **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:
- 15.2.1. 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."

- 15.2.2. 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.
 - 15.2.3. 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.
 - 15.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 15.3. **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.
16. **Assignment.** The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant.
17. **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.
18. **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.
19. **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.
20. **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).
21. **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:

- 21.1. All site visits shall be arranged through the District;

- 21.2. 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;
 - 21.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;
 - 21.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;
 - 21.5. Consultant and Consultant's employees shall not use student restroom facilities; and
 - 21.6. 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.
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
Email: lori.rubenstein@simivalleyusd.org
ATTN: Lori Rubenstein, Bond Program Manager

Consultant:

Golden State Labor Compliance
38733 9th Street East, Ste W
Palmdale, CA 93550
Email: vconklin@goldenstatelc.com
ATTN: Victor W. Conklin, Presiden

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 to be 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.

Agreement No. **R24-02489**

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: 11/3/2023, 2023

Dated: 11/3/2023, 2023

Simi Valley Unified School District

DocuSigned by:

By:

[Signature]
09CA0EB1F690455...

Print Name: Ron Todo

Print Title: Associate Superintendent, Business and Facilities

Golden State Labor Compliance

DocuSigned by:

By:

[Signature: Victor W. Conklin]
ADD1EE8DAA93414...

Print Name: Victor W. Conklin

Print Title: President

Information regarding Consultant:

License No.: n/a

Registration No.: n/a

Address: 38733 9th Street East, STE W

Telephone: 661-267-0940

Facsimile: _____

E-Mail: vconklin@goldenstate1c.com

Type of Business Entity:

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Corporation, State: _____
- ☒ Limited Liability Company
- ☒ Other: taxed as a C Corp.

68-0542753:
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.

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

Provide comprehensive labor compliance support for **the Simi Valley HS Kitchen Modernization project, including support for the skilled and trained force requirements.**

Project Site: **Simi Valley High School**
 5400 Cochran St.
 Simi Valley, CA 93063

Total Fee: \$33,950 Fixed Fee

Start: November 3, 2023

Completion: August 15, 2024

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

See Exhibit A-2 for fees only.

See Exhibit B for additional services

Agreement No. **R24-02489****NON-COLLUSION DECLARATION****PROJECT:** Simi Valley High School Kitchen Conversion**STATE OF CALIFORNIA****COUNTY OF** Los Angeles

I, Victor Conklin, being first duly sworn, deposes and says that I am
(Typed or Printed Name) [SimiPCC7106]
 the President of Golden State Labor Compliance, LLC, the party submitting
(Title) (Bidder Name)

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

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

Executed this 2nd day of November, 2023 at Palmdale, Los Angeles County, California
(City, County and State)

I declare Victor W. Conklin is duly sworn and subscribes to the foregoing under the laws of the State of California that the foregoing is true and correct.
(Signature) ADD1EE8DAA93414...
Victor W. Conklin
(Name Printed or Typed)

Agreement No. **R24-02489****CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

I, Victor W. Conklin the President of
(Name) [SimiLAB3700] (Title)

Golden State Labor Compliance, LLC, declare, state and certify that:
(Contractor Name)

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

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

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

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

Golden State Labor Compliance, LLC

(Contractor Name)
DocuSigned by:

By: Victor W. Conklin
(Signature) ADD1EE8DAA93414...

Victor W. Conklin

(Typed or printed name)

FINGERPRINT CERTIFICATE – PUBLIC WORKS

I, Victor W. Conklin, am the President of
(Print Name) [SimiEDU45125-1] (Title)
Golden State Labor Compliance, LLC. I declare, state, and certify all of the following:
(Entity)

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

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

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

Entity's DOJ issued
ORI Number



A8177



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

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

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

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

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

Executed at Palmdale, California this 2nd day of November, 20 23.

Victor W. Conklin
(Signature)

State) [SimiEDU45125-1b]

victor w. Conklin

ADD1EE8DAA93414...
(Signature)

(Handwritten or Typed Name)

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

Agreement No. R24-02489

FINGERPRINT CERTIFICATE**ATTACHMENT B-1**

[SimiEDU45125-2]

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

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

Harvey Kuch

Gary Cole

Victor Conklin

none

none

Agreement No. **R24-02489****DRUG-FREE WORKPLACE CERTIFICATION**

I, Victor W. Conklin, am the President of
(Print Name) [SimiGOV8350] (Title)
Golden State Labor Compliance, LLC
(Contractor Name)

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

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

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

Executed at Palmdale, CA this 2nd day of November, 2023.

DocuSigned by:
Victor W. Conklin
(Signature)

Victor W. Conklin

(Printed or Typed Name)

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____

Agreement No. R24-02489

TOBACCO-FREE ENVIRONMENT CERTIFICATION**PROJECT:** Simi Valley High School Kitchen Conversion**This Tobacco-Free Environment Certification form is required from the successful Bidder.**The contract between **Simi Valley Unified School District** ("District") andGolden State Labor Compliance, LLC
(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: 11/3/2023Contractor: Golden State Labor Compliance, LLC

Signature: _____

Victor W. Conklin

Print Name: _____

Victor W. Conklin

Title: _____

President

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

PROJECT: Simi Valley High School Kitchen Conversion

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)	
Golden State Labor Compliance, LLC		68-054-2753	
DocuSigned by:			
By (Authorized Signature)		Victor W. Conklin	
ADD1EE8DAA93414...			
Printed Name and Title of Person Signing		victor w. Conklin President	
Date Executed		Executed in	
11/3/2023		Palmdale, CA	

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	

Agreement No. R24-02489

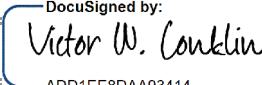
COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINEContract Number(s) and/or Grant Number(s): R24-02489 (Attach additional page as needed)

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)		Federal ID Number (or n/a)
Golden State Labor Compliance, LLC		68-0542753
By (Authorized Signature)	<small>DocuSigned by:</small> 	
<small>ADD1EE8DAA93414...</small> Printed Name and Title of Person Signing Victor W. Conklin		
Date		
11/3/2023		

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.



Exhibit A-2 – For Fees Only

31 October 2023

Ms. Lori Rubinstein
Simi Valley USD
101 West Cochran Street
Simi Valley, CA 93065

Re: Proposal for Labor Compliance Consultant Services – **Kitchen Remodel**

Dear Lori:

Golden State Labor Compliance is pleased to provide Simi Valley USD and yourself this proposal to provide full-service labor compliance support for the above-named project.

Scope:

- 1) The scope of GSLC services attendant to this proposal is further detailed within the attached Exhibit A.**
- 2) Additionally GSLC will also provide STW services in conjunction with LCP.**

Project Information:

- 1) Kitchen Remodel
- 2) Construction value is +/- \$6,500,000
- 3) Project is a lease/Leaseback contract
- 4) Partial completion of Kitchen July 15, 2024
- 5) Full completion scheduled for September 13, 2024
- 6) Pre-construction meeting Friday, November 3, 2023 at 10:00 a.m.

Compensation:

We propose a fixed fee of:

Thirty Three Thousand Nine Hundred and Fifty Dollars (\$33,950)
This includes the Labor Compliance Program and the STW requirement



Please contact me if additional information is required or if you wish to discuss any aspect of our proposal.

I am reachable on mobile 818-612-8668 most of the time.

Regards,

A handwritten signature in blue ink that reads "Victor W. Conklin".

Victor W. Conklin, President
Golden State Labor Compliance
PH (661) 267-0940
FAX (661) 267-0981
Cell (818) 612-8668
vconklin@goldenstatelc.com

EXHIBIT B

**BASIC AND ADDITIONAL SERVICES
LABOR COMPLIANCE SUPPORT
PROJECTS SUBJECT TO STATE OR FEDERAL COMPLIANCE REQUIREMENTS**

I. BASIC SERVICES**A. State and/or federal Program Start-up Services (Occurs once, at the initiation of services to each Client)**

GSLC shall:

1. Conduct an initial briefing and workshop for and with Client's personnel, architects and any Program/Project/Construction Managers then employed by the Client who are or may be regularly engaged, on behalf of the Client, in the control, administration or management of new construction or modernization activities that are subject to potential funding which would require labor compliance enforcement. Presentation and discussion will include, but is not necessarily limited to:
 - (a) Public works subject to Prevailing Wage Laws.
 - (b) Types of contracts to which Prevailing Wage Requirements apply.
 - (c) Limited exemptions from requirement to pay Prevailing Wage.
 - (d) Applicable dates for enforcement of CMU requirements, where applicable.
 - (e) Overview of the CMU Program and its requirements, where applicable.
 - (f) Duties and responsibilities of the Client, the Labor Compliance Consultant, the CMU, Program/Project/Construction Managers, general contractors, prime trade contractors and subcontractors.
 - (g) Enforcement, withholding and forfeiture. Rights and procedures.
 - (h) Investigative rights and responsibilities.
 - (i) Forms and procedures specific to the projects anticipated to be undertaken by Client and, in general, GSLC's procedural requirements.
 - (j) Public works – Lease Leaseback Skilled and Trained Workforce requirements
2. Provide, to all parties attending the briefing/workshop identified in Item B.1, above, a permanent reference package covering all subjects discussed at the briefing/workshop.
3. Conduct, if required, one briefing/conference (same day as Client personnel briefing) with Client Administrators and Counsel to discuss legal and policy issues specific to implementing CMU procedures.
4. Review and modify, as required, Client's Project Advertisement, Invitation to Bid, Bid Documents and Contract Documents to ensure inclusion of required language and legal references, pursuant to the Labor Code and associated regulations.
5. Assist the District in registering on-line, for a CMU account. This is required for any client agency undertaking public works projects, regardless of funding source.

"Project" is defined as being any body of construction services intended to be advertised, bid, awarded and constructed pursuant to a single bid process. Where a single bid process incorporates more than one physical location where the work at each location constitutes separate funding or budget accountability, the work at each location may, in some cases, constitute a separate project. In the case of Multiple-Prime project delivery, a "Project" means a single advertised set of bids or, in the case of a split bid process, not more than two sets of bids for the same project location.

B. Pre-Bid Activities

1. Where State of California prevailing wage and apprenticeship requirements apply, make a finding as to the applicable generation of Wage Determinations for each Project and provide appropriate language for notification of bidders, in satisfaction of the Client's responsibilities pursuant to Labor Code § 1773.2.
2. Provide three (3) copies (1 for the Awarding Agency; 1 for the Program/Project/Construction Manager; 1 for jobsite posting) of California Prevailing Wage Determinations and Important Notices applicable to the specific Project, based on the date of first advertising for bids or equivalent.
3. Where federal Davis-Bacon requirements apply to a project, GSLC shall, in addition to or instead of state requirements, as applicable, make a finding as to the applicable generation of federal Wage Determinations for each Project and shall provide the Awarding Agency and the Architect with electronic and printed copies of Davis-Bacon wage determinations applicable at the time that the project is packaged and advertised for bid. Subsequently, GSLC will monitor federal databases for updates of applicable wage determinations and will, if updates are issued, notify the Awarding Agency's Contract Officer or Program/Construction Manager that an addendum needs to be issued. GSLC will provide an electronic copy of the updated wage determination(s) by electronic transmission for use within the Addendum. This update process will continue until 10 days prior to the submission of bids.
4. Receive from the Client, record and retain a copy of the first advertisement for bids for the Project.
5. Provide the Client (or its authorized representative) with a copy of all forms required for post-bid document collection from the bidders (DAS-140, Contractor's Acknowledgement, DAS-142 and CAC-2).
6. In the event that the Client conducts a Pre-bid Conference for the Project, provide, if requested by Client, a brief familiarization for prospective bidders, covering CMU Program requirements and the resources being made available by the District, through GSLC, for guidance and support of contractors of all tiers in complying with the CMU Program requirements.

Post-Bid / Pre-NTP Activities

1. For each Project undertaken by the Client, GSLC shall:
 - 1.1 Gather necessary project information and, on behalf of Client, complete and upload Form PWC 100 for each project, in compliance with Labor Code sec. 1773.3 and 8 Cal.Code Reg. sec. 16451(a).
 - 1.2 On behalf of Client, upload all required project-specific data to the CMU website, to include authorized Client users for that project, list of trade classifications applicable to the prime contract (block 23), listing of sub-contractors, license numbers and associated trade classifications for each subcontractor.
 - 1.3 If required by DIR, obtain and, on behalf of Client, upload copies of required project documentation, such as copies of bid advertisement, prime contract, subcontractor listing, and any other documentation requested by the CMU.
 - 1.4 Provide the General Contractor or Client's Program/Project/Construction Manager with appropriate, laminated jobsite posting materials, as required by state and, if applicable, federal law.
 - 1.5 Conduct, as part of a Pre-Construction Conference with the prime contractor(s) and listed subcontractors having been awarded contracts, a briefing with questions and answers, covering all required aspects of labor compliance, prevailing wage and apprenticeship requirements as they will apply to the Project.
 - 1.6 Provide each contractor and subcontractor, in the course of the Pre-Construction Conference, all forms required for post-bid document submissions by the bidders (DAS-140, DAS-142 and CAC-2).

- 1.7 In the course of the Pre-Construction Conference, Distribute Pre-Construction Checklist of Labor Law and Requirements to all prime contractor(s) and listed subcontractors having been awarded contracts, requiring that each sign and submit the checklist, acknowledging receipt and understanding of materials describing those requirements and their obligations under Labor Law. Collect and secure, within the permanent Project files, all signed checklists.
- 1.8 Receive and record required company data on all prime contractor(s) and listed subcontractors having been awarded contracts.
- 1.9 Support, advise and assist, as necessary, prime contractor(s), subcontractors and sub-subcontractors of every tier, in familiarizing themselves with the CMU on-line system, registering themselves on the CMU CPR storage system for each project and uploading required company and user data as well as any required documents. Key data for upload will be information equivalent to the "Fringe Benefit Statement".
- 1.10 Follow up with the Prime Contractor(s) to confirm that they have registered and uploaded required information to the CMU on-line system and assist them with any questions or clarifications in order to facilitate a timely completion of this process.
- 1.11 Follow up with the Prime Contractor(s) to encourage timely follow through with all subcontractors to ensure that they have registered with the CMU on-line system and uploaded all required information and that they, in turn, have followed up with their sub-subcontractors in the same regard.
- 1.12 Verify contractor licensure status of each contractor or subcontractor listed or identified as intending to work on the project. When requested by Client, confirm each prime and listed subcontractor's registration status with DIR, allowing them to bid and be awarded public works contracts.
- 1.13 Verify that each contractor or subcontractor listed or identified as intending to work on the project is listed by the State Contractors License Board as having Worker's Compensation Insurance.
2. For each Project undertaken by the Client that is subject to specific federal requirements, to include DBRA, GSLC shall, in addition to any duties set forth elsewhere within this Agreement:
 - 2.1 Verify federal apprenticeship registration of all workers listed as an apprentice on the project.
 - 2.2 Include, as part of any Pre-Construction Conference held with the prime contractor(s) and listed subcontractors having been awarded contracts, a briefing on any legal or procedural requirements or any forms peculiar to federal compliance requirements.
 - 2.3 Provide consultation and support to contractor(s), subcontractors and sub-subcontractors of every tier who encounter difficulties or alleged deficiencies in complying with DBRA requirements in order to facilitate understanding of their requirements and a resolution of any alleged violations.
 - 2.4 Address all Awarding Agency (Client's) duties and responsibilities in regard to interfacing with governing federal agencies, to include the Department of Labor.

D. Post-NTP Services

1. On projects subject to State jurisdiction:
 - 1.1 Receive, review and record copies of jobsite daily sign-in logs in order to determine that all contractors or subcontractors of every tier are registered and accounted for within the on-line CMU website.
 - 1.2 Support, advise and assist, as necessary, prime contractor(s), subcontractors and sub-subcontractors of every tier, in electronically submitting Certified Payroll Reports through the CMU on-line system.
 - 1.3 Provide consultation and support to contractor(s), subcontractors and sub-subcontractors of every tier who encounter difficulties or alleged deficiencies in making on-line submittals or who have difficulty understanding CMU responses or direction.
 - 1.4 Provide assistance to contractors or subcontractors who inadvertently lock themselves out of the CMU on-line system to reestablish access through the CMU.
 - 1.5 Respond to all records requests received by the Client within statutory time limits and in a manner that promotes positive relations with requestors. Review all records requests, prior to responding, to ensure that the request is legal and proper. In the event that a request is improper, coordinate with the requestor to modify the request so as to be consistent with law, regulation and accepted practice.
 - 1.6 In the event that a request for partially redacted Certified Payroll Reports is received, by the Client from a joint labor management committee, GSLC will accomplish the partial redaction (the CMU on-line system does not have the capability to produce partially redacted payroll records).
 - 1.7 In the event that the Client receives a written complaint or allegation of violation(s) on a project, GSLC shall make an initial evaluation as to appropriate action on the part of the Client and, on behalf of Client, take such action as is appropriate and necessary.

ADDITIONAL SERVICES

Additional services will be provided only upon written authorization of the Client. Compensation for Additional Services shall be at the T&M hourly rates.

1. Investigations, Dir hearings if necessary, with legal support by Cities legal counsel or,
2. GSLC's counsel at the Cities direction.

Certificate Of Completion

Envelope Id: 0DDB36AD667A4D4495F46A96AC1C869B

Status: Completed

Subject: Complete with DocuSign: SVHS Kitchen - INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVIC...

Source Envelope:

Document Pages: 25

Signatures: 9

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bond Contracts

AutoNav: Enabled

Simi Valley Unified School District

Enveloped Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

11/2/2023 12:16:56 PM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

Signer Events

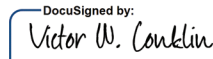
Victor W. Conklin

vconklin@goldenstatelc.com

President

Golden State Labor Compliance, LLC

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

DocuSigned by:

 ADD1EE8DAA93414...

Signature Adoption: Pre-selected Style
 Using IP Address: 192.135.142.130

Timestamp

Sent: 11/2/2023 2:02:00 PM

Viewed: 11/2/2023 2:09:19 PM

Signed: 11/3/2023 6:24:24 AM

Electronic Record and Signature Disclosure:

Accepted: 11/2/2023 2:09:19 PM

ID: 11c8f3c2-cdaf-42ba-acc3-16800b67b1e4

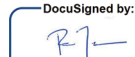
Ron Todo

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: 174.192.69.150
 Signed using mobile

Sent: 11/3/2023 6:24:26 AM

Viewed: 11/3/2023 7:23:18 AM

Signed: 11/3/2023 7:23:40 AM

Electronic Record and Signature Disclosure:

Accepted: 11/3/2023 7:23:18 AM

ID: 185906bb-6d07-4085-babe-7ce6326b3bc1

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	11/2/2023 2:02:00 PM
Certified Delivered	Security Checked	11/3/2023 7:23:18 AM
Signing Complete	Security Checked	11/3/2023 7:23:40 AM
Completed	Security Checked	11/3/2023 7:23:40 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Simi Valley Unified School District:

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

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

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

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

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

To request paper copies from Simi Valley Unified School District

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

To withdraw your consent with Simi Valley Unified School District

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

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

Required hardware and software

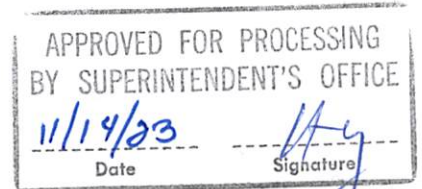
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



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

Business & Facilities
Consent #9

November 14, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

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

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

Fiscal Analysis

Fee Proposal for the following:

\$5,556,893.00 Base Price
\$ 520,319.00 Construction Contingency
\$6,077,212.00 Guaranteed Maximum Price (GMP) Not To Exceed
\$ 50,000.00 Allowance #1 Fire Line
\$ 75,000.00 Allowance #2 DSA Correction
\$ 117,000.00 Alternate #1 – Remove (e) electrical feeders
\$ 124,500.00 Alternate #2 – Install new conduit Pathway
\$ 520,319.00 District Contingency
\$ 3,798.00 Financing Cost
\$6,967,830.00 Total Contract Amount, Not to Exceed, funded with Measure X

Recommendation

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

On motion # 52 by Trustee Jubran, seconded by Trustee Pine
and carried by a vote of 5/0, the Board of Education, by a roll-call vote, ratified the award of Lease-Leaseback B24LS414, Simi Valley High School Kitchen Modernization, Phase II, to Balfour Beatty Construction, LLC.

Ayes: Jubran
Pine
Smollen
Ly Belle
Bagdasaryan
Noes: 0 Absent: 0 Abstained: 0

EXHIBIT "Z"
PROJECT AMENDMENT TO MASTER CONSTRUCTION AGREEMENT

For District Use

Master Construction Agreement No.:

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

Project Number: B24LS414

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

Site Description: 5400 Cochran Street
 Simi Valley, CA 93063

Scope of Work/Construction Documents: Renovation of SVHS Building H to convert to new kitchen facility

DSA Application Number: 03-123469

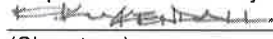
DSA File Number: 03

Company Name	Balfour Beatty Construction, LLC.		
Representative	<u>Dennis Kuykendall, Project Executive</u>		
	Name and Title		
	<u>dkuykendall@balfourbeattyus.com</u>	<u>949-502-4000</u>	
Contract Signatories (only one is required)	(1) <u>John Bernardy, Sr. VP</u>		
	Name and Title		
	<u>jbernardy@balfourbeattyus.com</u>	<u>949-504-4000</u>	
	Email Address		
	(2) Name and Title		
	Email Address Phone		
Mailing Address	<u>13520 Evening Creek Drive North, Suite 270</u> Address <u>San Diego, CA 92128</u> City, State, Zip Code		
California Contractor License	Number: 979126		
	Classifications: A & B		
	Expiration Date: 12-31-24		
Acknowledgement of Addenda	(by Addendum Number): One		
	General Contractor and Subcontractor Fees plus Insurance & Bonds (within GMP)	\$ 5,330,814	
Section 3.5	Substantial Completion w/ Health Dept Approval Date Final completion – DSA Closeout	07-15-2024 08-15-2024	
Section 3.6	Liquidated Damages for overstaying lease (Art. 18) is	\$ 1,500.00 per calendar day	
Section 3.7.1	Construction Contingency (within GMP) is	10%	\$ 520,319
Section 3.7.2	Errors and Omissions Contingency (within GMP) is	ZERO	

Section 3.9	The Contractor's fee (percentage) for this Project (within GMP) is	3.95%	\$ 226,079
Section 3.7	TOTAL Guaranteed Maximum Price (GMP) (Art. 5) is		\$ 6,077,212
Section 3.8	The only exception to the GMP is Unforeseen Underground Conditions, and District Contingency for Owner requested extras as follows:		
Section 3.8.1	District's Contingency (Art. 8) is <i>District Contingency is carried outside of the GMP. 10%</i>		\$ 520,319
Section 3.8.2	Allowance # 1 <i>Fire Line Allowance - Patch Wall</i>		\$ 50,000
Section 3.8.2	Allowance # 2 <i>DSA Correction Allowance</i>		\$ 75,000
	Sublease Finance Charge for this Project (Master Sublease Exhibit C) is <i>Sublease Finance Charge is carried outside of the GMP.</i>		\$ 3,798
	TOTAL PROJECT COST Total GMP + District's Contingency + Subcontractor Allowance + Sublease Finance Charge		\$ 6,726,330
ALTERNATE BID ITEM: If the GMP incorporates Alternate Bid.			
Alternate Bid Item No	Alternative Bid Description	Proposed Price	
1	Remove (E) 4#500MCM & 1#2GND Feeders and provide (N) 4#600MCM & 1#3GND from (E) MSA to (N) Panel LC. Alternate may be chosen at time of Bid Award or anytime during the course of the project.	\$ 117,000.00	
2	Provide (N) 4" Conduit Pathway from (E) MSA to (N) Panel LC. Alternate shall include Concrete/Asphalt Sawcut, demolition, excavation, slurry/encasement. Backfilling, compaction, and any patch back of Concrete/Asphalt, Landscaping, etc. New Conduit will be installed parallel to existing. Existing U.G. pull boxes to remain. Alternate may be chosen at time of Bid Award or anytime during the course of the project.	\$ 124,500.00	

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





Proposal Submitted By:



(Signature)

Dennis Kuykendall
(Printed Name)

10-26-22
(Date)

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

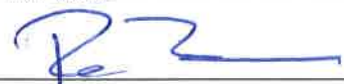
CONTRACTOR:    
BALFOUR BEATTY, LLC
(Company Name)


(Signature)
John Bernardy
(Printed Name)
Executive Vice President
(Title)

Date: 11/06/2023

DISTRICT:

SIMI VALLEY UNIFIED SCHOOL DISTRICT


(Signature)
Ron Todo

Associate Superintendent, Business & Facilities

Date: 11/06/2023

EXHIBIT C

**SUBLEASE PAYMENT SCHEDULE
SIMI VALLEY HIGH SCHOOL CR BLDG. KITCHEN CONVERSION**

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

I. Sublease Tenant Improvement Payments to be paid in accordance with the provisions of the Master Construction Services Agreement Not to Exceed: \$ 5,773,352

II. Sublease Finance Payment of \$ 303,861 (excluding finance charge) to be paid in accordance with the following Sublease Finance Payment Schedule which shall begin the date of Substantial Completion as defined in the Master Construction Services Agreement:

*This includes 5% financing at 1.25% Interest

Monthly Payment No.	(a) Beginning Balance*	(b) Payment	(c) Interest	(d) Principal Paid	(e) Ending Balance [(a)-(d)]
1	\$ 303,861	\$ 27,969	\$ 345	\$ 27,624	\$ 276,237
2	\$ 276,237	\$ 27,969	\$ 345	\$ 27,624	\$ 248,613
3	\$ 248,613	\$ 27,969	\$ 345	\$ 27,624	\$ 220,990
4	\$ 220,990	\$ 27,969	\$ 345	\$ 27,624	\$ 193,366
5	\$ 193,366	\$ 27,969	\$ 345	\$ 27,624	\$ 165,742
6	\$ 165,742	\$ 27,969	\$ 345	\$ 27,624	\$ 138,118
7	\$ 138,118	\$ 27,969	\$ 345	\$ 27,624	\$ 110,495
8	\$ 110,495	\$ 27,969	\$ 345	\$ 27,624	\$ 82,871
9	\$ 82,871	\$ 27,969	\$ 345	\$ 27,624	\$ 55,247
10	\$ 55,247	\$ 27,969	\$ 345	\$ 27,624	\$ 27,624
11	\$ 27,624	\$ 27,969	\$ 345	\$ 27,624	\$ -
TOTAL		\$ 307,659	\$ 3,798	\$ 303,861	

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



John Bernardy
Executive Vice President
Balfour Beatty LLC

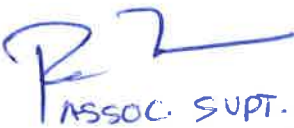

ASSOC. SUPT., SVUSD
11/06/2023

EXHIBIT "Z"

Simi Valley USD - SVHS Kitchen Conversion		
DATE 10.23.2023		
		GMP
Subcontractor Costs Kitchen		\$ 3,853,783
General Requirements		\$ 65,000
Subtotal Subcontracted Costs		\$ 3,918,783
BBC General Conditions 10 months (11/23 --- 8/24)	10	\$ 1,284,410
SUBTOTAL HARD COSTS		\$ 5,203,193
Construction Contingency (10% Hard costs)	10.0%	\$ 520,319
Errors and Omissions Contingency (N/A)	0.0%	
CONSTRUCTION COSTS WITH CONTINGENCIES		\$ 5,723,512
General Liability/ WC Ins.	1.10%	\$ 66,849
Builders Risk (By District) Gap Coverage by BBC	0.00%	\$ -
SUBTOTAL COSTS WITH INSURANCE		\$ 5,790,362
Lease Leaseback Fee 3.95%	3.95%	\$ 226,079
SUBTOTAL CONSTRUCTION COSTS WITH FEE, GC'S, AND INSURANCE		\$ 6,016,440
Bonds	1%	\$ 60,772
SUBTOTAL GMP		\$ 6,077,212
District's Contingency (10% hard costs)	10%	\$ 520,319
Fire Line Allowance - Patch Wall		\$ 50,000
DSA Correction Allowance		\$ 75,000
Sublease Finance Charge		\$ 3,798
TOTAL		\$ 6,726,330

General Contractor and Subcontractor Fees plus Insurance & Bonds (within GMP)	\$ 5,330,814
Construction Contingency	\$ 520,319
Lease Leaseback Fee 3.95%	\$ 226,079
GMP	\$ 6,077,212
District's Contingency (10% hard costs)	\$ 520,319
Allowance # 1 Fire Line Allowance - Patch Wall	\$ 50,000
Allowance # 2 DSA Correction Allowance	\$ 75,000
Sublease Finance Charge	\$ 3,798
TOTAL PROJECT COST	\$ 6,726,330

<u>Bid Package 10.00 Miscellaneous Specialties</u>		Kitchen Base Bid	Kitchen Alternate # 1	Kitchen Alternate # 2	Kitchen w/ Alternates	Total Selected Bid	Low Bid
Inland Building Construction (Hospitality Construction Services Inc)		\$ 648,319	N/A	N/A	\$ 648,319	\$ 648,319	648,319
Painting & Décor, Inc.		\$ 1,255,725	N/A	\$ 7,212	\$ 1,262,937		
<u>Bid Package 22.00 Plumbing, Site Utilities</u>		Kitchen Base Bid	Kitchen Alternate # 1	Kitchen Alternate # 2	Kitchen w/ Alternates	Total Selected Bid	Low Bid
MPI		\$ 467,503	N/A	N/A	\$ 467,503	\$ 467,503	467,503
Stutles Plumbing & Mechanical Corp.		\$ 620,000	N/A	N/A	\$ 620,000		
Pro-Craft Construction, Inc.		\$ 582,600	N/A	N/A	\$ 582,600		
<u>Bid Package 23.00 HVAC</u>		Kitchen Base Bid	Kitchen Alternate # 1	Kitchen Alternate # 2	Kitchen w/ Alternates	Total Selected Bid	Low Bid
Westland Mechanical		\$ 412,000	N/A	N/A	\$ 412,000		
ACH Mechanical Contractors, Inc.		\$ 426,220	N/A	N/A	\$ 426,220	\$ 426,220	426,220
Smith Mechanical-Electrical-Plumbing		\$ 510,555	N/A	N/A	\$ 510,555		
<u>Bid Package 26.00 Electrical, Communications, Electronic Safety & Security</u>		Kitchen Base Bid	Kitchen Alternate # 1	Kitchen Alternate # 1	Kitchen w/ Alternates	Total Selected Bid	Low Bid
Venco Electric		\$ 685,000	\$ 230,000	\$ 215,000	\$ 1,130,000		
RDM - Base Bid INCLUDES Alt # 1 and Alt # 2		\$ 825,170	\$ 117,000	\$ 124,500	\$ 825,170	\$ 825,170	825,170
<u>Bid Package 31.20 Earthwork, Concrete Paving</u>		\$ 447,460	Kitchen Alternate # 1	Kitchen Alternate # 1	Kitchen w/ Alternates	Total Selected Bid	Low Bid
B&M Contractors		\$ 149,114	N/A	N/A	\$ 149,114	\$ 149,114	149,114
DJS General Contracting, Inc.		\$ 232,960	N/A	N/A	\$ 232,960		
Inland		\$ 209,373	N/A	N/A	\$ 209,373		
<u>SVHS Kitchen BASE + ALTERNATE SUBTOTAL</u>						\$ 3,853,783	

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, John Bernardy the Executive Vice President of
(Name) [SimiLAB3700] (Title)
Balfour Beatty LLC, declare, state and certify that:
(Contractor Name)

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

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

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

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

Balfour Beatty LLC
(Contractor Name)

By: 
(Signature)

John Bernardy
(Typed or printed name)

Project: **LLB B24LS414 SIMI VALLEY HIGH SCHOOL CR BLDG. KITCHEN CONVERSION**

SIMI VALLEY UNIFIED SCHOOL DISTRICT

DRUG-FREE WORKPLACE CERTIFICATION

I, John Bernardy, am the Executive Vice President of
 (Print Name) [SimiGOV8350] (Title)
Balfour Beatty LLC
 (Contractor Name)

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

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

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

Executed at Newport Beach, CA this 6th day of November, 2023.
 (City and State)



(Signature)

John Bernardy
 (Printed or Typed Name)

Project: **LLB B24LS414 SIMI VALLEY HIGH SCHOOL CR BLDG. KITCHEN CONVERSION**

SIMI VALLEY UNIFIED SCHOOL DISTRICT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT: LLB B24LS414 SIMI VALLEY HIGH SCHOOL CR BLDG. KITCHEN CONVERSION

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

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

Balfour Beatty LLC

("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: 11-6-23

Contractor: Balfour Beatty LLC

Signature:



Print Name: John Bernardy

Title: Executive Vice President

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CERTIFICATION OF CONTRACTOR AND
SUBCONTRACTOR(S) DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

[SimiLAB1725.5]

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

I John Bernardy, Executive Vice President (Name and Title) certify that

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

Contractor's DIR Registration Number 1000000529

Expiration date 06/30/2024

Contractor further acknowledges:

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

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

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

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



Signature

Project: **LLB B24LS414 SIMI VALLEY HIGH SCHOOL CR BLDG. KITCHEN CONVERSION**

SIMI VALLEY UNIFIED SCHOOL DISTRICT


**CERTIFICATION OF COMPLIANCE WITH PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS**

**Project LLB B24LS414 SIMI VALLEY HIGH SCHOOL CR BLDG. KITCHEN
CONVERSION**

CONTRACTOR: Balfour Beatty LLC
(Contractor Name) [SimiLAB1771]

I hereby certify that the firm identified above will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date:	11/06/2023
Company Name:	Balfour Beatty LLC
Contractor Signature:	
Printed Name:	John Bernardy
Title:	Executive Vice President

SIMI VALLEY UNIFIED SCHOOL DISTRICT

Rules of Conduct

Project: LLB B24LS414 SIMI VALLEY HIGH SCHOOL CR BLDG. KITCHEN CONVERSION

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

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

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

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



Authorized Signature [SimiROC]

John Bernardy

Print Name

Balfour Beatty LLC

Company

Executive Vice President

Title

11/06/2023

Date

SIMI VALLEY UNIFIED SCHOOL DISTRICT

FINGERPRINT CERTIFICATE – PUBLIC WORKS

I, John Bernardy, am the Executive Vice President of
 (Print Name) [SimiEDU45125-1] (Title)

Balfour Beatty LLC

(Entity)

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

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

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

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

Entity's DOJ issued
ORI Number



AF556



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

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

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

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

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

Executed at Newport Beach, CA

(City and State)

this 6th day of November, 2023

(Signature)

John Bernardy

(Handwritten or Typed Name)

Project: **LLB B24LS414 SIMI VALLEY HIGH SCHOOL CR BLDG. KITCHEN CONVERSION**

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT

FINGERPRINT CERTIFICATE

ATTACHMENT B-1

[SimiEDU45125-2]

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

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

Project: **LLB B24LS414 SIMI VALLEY HIGH SCHOOL CR BLDG. KITCHEN CONVERSION**

SIMI VALLEY UNIFIED SCHOOL DISTRICT

LABOR AND MATERIALS PAYMENT BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Oblige, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **LLB B24LS414 SIMI VALLEY HIGH SCHOOL CR BLDG. KITCHEN CONVERSION**.

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

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

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

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

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

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

[CONTINUED NEXT PAGE]

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

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

(Contractor Name)	
By:	_____
	(Signature)

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

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

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

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

(Contact Name)	

(Street Address)	

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

(Email address)	

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
PERFORMANCE BOND**

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Oblige"e, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **LLB B24LS414 SIMI VALLEY HIGH SCHOOL CR BLDG. KITCHEN CONVERSION**.

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

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

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

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

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

[CONTINUED NEXT PAGE]

SIMI VALLEY HIGH SCHOOL CR BLDG. KITCHEN CONVERSION, LLB B24LS414

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

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

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

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

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

SIMI VALLEY UNIFIED SCHOOL DISTRICT


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

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

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

OPTION #1 - CERTIFICATION

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

Vendor Name/Financial Institution (Printed) Balfour Beatty LLC		Federal ID Number (or n/a) N/A
By (Authorized Signature) 		
Printed Name and Title of Person Signing John Bernardy Executive Vice President		
Date Executed 11/06/2023	Executed in Newport Beach, CA	

OPTION #2 – EXEMPTION

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

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

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

Project: **LLB B24LS414 SIMI VALLEY HIGH SCHOOL CR BLDG. KITCHEN CONVERSION**

SIMI VALLEY HIGH SCHOOL CR BLDG. KITCHEN CONVERSION, LLB B24LS414

SIMI VALLEY UNIFIED SCHOOL DISTRICT

Project No. **LLB B24LS414**Project Name: **SIMI VALLEY HIGH SCHOOL CR BLDG. KITCHEN CONVERSION**

Please check classifications as they should be included on PWC-100.
Include YOURSELF as well as all SUBCONTRACTORS.

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

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

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

SIMI VALLEY HIGH SCHOOL CR BLDG. KITCHEN CONVERSION, LLB B24LS414



INSTRUCTIONS for the CERTIFICATE OF INSURANCE and ADDITIONAL INSURED ENDORSEMENT

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

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

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

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

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

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

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

Certificate Of Completion

Envelope Id: F772CABF5D0B46A9BB4D5F3E83C13F1F

Status: Sent

Subject: Please DocuSign: Agreement and Documents for SVHS Kitchen Conversion 414 Phase II

Source Envelope:

Document Pages: 25

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 4

Public Works

AutoNav: Enabled

Simi Valley Unified School District

Envelope Stamping: Enabled

101 West Cochran Street

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

Simi Valley, CA 93065

publicworks@simivalleyusd.org

IP Address: 207.157.143.39

Record Tracking

Status: Original

10/30/2023 4:41:25 PM

Holder: Public Works

publicworks@simivalleyusd.org

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

Signer Events

Balfour Beatty

wcalderson@balfourbeattyus.com

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

Signature Adoption: Pre-selected Style

Using IP Address: 107.184.207.106

Timestamp

Sent: 10/30/2023 4:51:57 PM

Viewed: 10/31/2023 8:36:42 AM

Signed: 10/31/2023 8:37:37 AM

Electronic Record and Signature Disclosure:

Accepted: 10/31/2023 8:36:42 AM

ID: 9f895f23-71e2-4a05-9996-73ad045c535b

Balfour Beatty - Dennis

DKuykendall@balfourbeattyus.com

Project Executive

Balfour Beatty, LLC

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 23.240.131.90

Sent: 10/31/2023 8:37:38 AM

Viewed: 10/31/2023 8:48:41 AM

Signed: 10/31/2023 8:51:08 AM

Electronic Record and Signature Disclosure:

Accepted: 10/31/2023 8:48:41 AM

ID: 88b50187-d149-4a28-9b22-dc67a48b5f4f

Balfour Beatty - Emily

Ekay@balfourbeattyus.com

Vice President

Balfour Beatty Construction LLC

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 76.89.140.80

Sent: 10/31/2023 8:51:09 AM

Viewed: 10/31/2023 9:07:03 AM

Signed: 10/31/2023 9:07:38 AM

Electronic Record and Signature Disclosure:

Accepted: 10/31/2023 9:07:03 AM

ID: ef14e9ad-49ee-48a6-8635-5100fb9b0fc5

Balfour Beatty

jwayne@balfourbeattyus.com

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 98.152.228.141

Sent: 10/31/2023 9:07:40 AM

Viewed: 11/1/2023 2:33:15 PM

Signed: 11/1/2023 2:33:29 PM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 11/1/2023 2:33:15 PM ID: 3b354d88-6e17-42cb-8530-0743d04206f6		
Balfour Beatty jbernardy@balfourbeattyus.com E.V.P Balfour Beatty Security Level: Email, Account Authentication (None)		Sent: 11/1/2023 2:33:31 PM Resent: 11/2/2023 1:05:29 PM Viewed: 11/2/2023 1:06:08 PM
Electronic Record and Signature Disclosure: Accepted: 11/2/2023 12:42:55 PM ID: d71d1315-84ae-45e7-9fa0-15e7b3953782		
Public Works publicworks@simivalleyusd.org Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Ron Todo ron.todo@simivalleyusd.org Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 11/1/2023 11:13:33 AM ID: 3308df71-58b8-45a7-bb0d-4f187da2797c		
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	10/30/2023 4:51:57 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

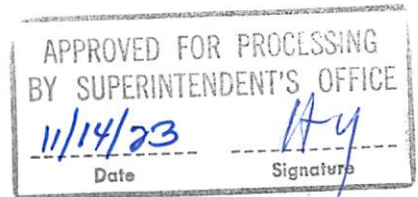
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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 MEASURE X FUNDED PARTIAL EXPENSES, AGREEMENTS AND FIELD CONTRACTS UNDER CUPCCAA; MARCH 27, 2023 TO OCTOBER 31, 2023

Business & Facilities
Consent #10

November 14, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The District adopted the California Uniform Public Construction Cost Accounting Act ("CUPCCAA") which authorizes the District to engage in alternative bidding procedures for public works and maintenance projects. The District's adoption of CUPCCAA includes authorization for the District's Associate Superintendent, Business & Facilities to enter into contracts bid under CUPCCAA alternative bidding procedures when the value of the contract is \$200,000 or less, as of January 1, 2019. CUPCCAA contracts entered into by the Associate Superintendent, Business & Facilities pursuant to such authority are subject to ratification by the Board of Education.

Many of the projects funded with Measure X proceeds are smaller dollar value projects. To expedite obtaining cost proposals and the construction of Measure X funded projects valued at \$60,000 or less, District staff has utilized the CUPCCAA alternative bidding procedures with the District's Field Contracts.

Exhibit "A" is a summary listing of the Partial Expenses, Agreements and Field Contracts funded by Measure X proceeds and awarded by the Associate Superintendent, Business & Facilities under the CUPCCAA alternative bidding procedures from March 27, 2023 to October 31, 2023.

Fiscal Analysis

The total amount for Measure X funded Field Contracts issued under CUPCCAA from March 27, 2023 to October 31, 2023 is **\$3,212,144.77** as shown on Exhibit "A".

Recommendation

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

On motion # 52 by Trustee Jubran, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education, by a roll-call-vote, ratified Measure X Funded Partial Expenses, Agreements and Field Contracts Under CUPCCAA; March 27, 2023 to October 31, 2023.

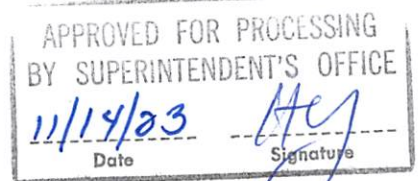
Ayes: Jubran
Pine
Smollen
LaBelle
Bagdasaryan
Noes: 0 Absent: 0 Abstained: 0

	A	B	C	D	E	F
1	MEASURE X FIELD CONTRACTS UNDER CUPCCAA, AGREEMENTS, & MISC POs FROM 03/27/2023 - 10/31/2023					
2						
3	Req Date	Req #	PO #	Vendor	Total Amt	Comment
4	3/27/2023	R23-04132	P23-03742	VIRCO, INC.	\$ 356,938.08	SVHS FURNITURE BLDG B CLASS RENO
5	3/27/2023	R23-04140	P23-03743	CLARK SEIF CLARK, INC.	\$ 6,155.00	RHS HAZ MATERIALS P1 CLASS RENO
6	3/27/2023	R23-04142	P23-03744	BLUESPACE INTERIORS	\$ 103,664.51	SVHS FURNITURE CLASS RENO B
7	3/28/2023	R23-04151	P23-03746	DAVE BANG ASSOCIATES OF CA	\$ 123,380.42	GG PLAYSTRUCTURE INCLUSIVE
8	3/28/2023	R23-04152	P23-03747	DAVE BANG ASSOCIATES OF CA	\$ 142,401.20	SYCAMORE PLAYSTRUCTURE INCLUSIVE
9	4/4/2023	R23-04189	P23-03918	NV5 WEST, INC.	\$ 1,839.00	BW CONCRETE TESTING CLASS RENO
10	4/4/2023	R23-04198	P23-04075	CLARK SEIF CLARK, INC.	\$ 918.00	PV TESTING CLASS RENO
11	4/11/2023	R23-04293	P23-04057	TBT DRAFTING SERVICES, INC.	\$ 13,815.00	PV DRAFTING/ELECTRICAL DRAWINGS CLASS RENO
12	4/11/2023	R23-04314	P23-03920	VIRCO, INC.	\$ 2,619.78	SVHS FURNITURE CLASS RENO
13	4/11/2023	R23-04318	P23-03921	BLUESPACE INTERIORS	\$ 5,720.01	SVHS FURNITURE CLASS RENO
14	4/12/2023	R23-04337	P23-03959	ODP BUSINESS SOLUTIONS	\$ 4,584.71	SVHS WHITEBOARD CLASS RENO
15	4/14/2023	R23-04426	P23-04023	BLUESPACE INTERIORS	\$ 1,339.28	SVHS FURNITURE CLASS RENO
16	4/14/2023	R23-04428	P23-04024	SCHOOL OUTFITTERS	\$ 13,037.68	SVHS FURNITURE CLASS RENO
17	4/14/2023	R23-04435	P23-04028	NEXTGEN FURNITURE INC.	\$ 19,474.87	SVHS FURNITURE CLASS RENO
18	4/14/2023	R23-04438	P23-04030	FURNITURE REUSE SOLUTIONS	\$ 10,274.09	SVHS FURNITURE REMOVAL CLASS RENO
19	4/17/2023	R23-04477	P23-04140	ARDALAN CONSTRUCTION CO., INC.	\$ 1,288.00	PV REMOVE PEG/TACKBOARD CLASS RENO
20	4/19/2023	R23-04539	P23-04711	EMPIRE CABLING, INC.	\$ 87,150.00	NETWORK SWITCH REPLACEMENT
21	4/24/2023	R23-04645	P23-04623	DAVE BANG ASSOCIATES OF CA	\$ 54,908.06	SYC RUBBER SURFACE INCLUSIVE PLAYGROUND
22	4/24/2023	R23-04648	P23-04624	HUGHES GENERAL ENGINEERING	\$ 43,400.00	SYCAMORE SITE PREP INCLUSIVE PLAYGROUND
23	4/24/2023	R23-04661	P23-04731	DAVE BANG ASSOCIATES OF CA	\$ 56,622.19	SYCAMORE INSTALL PLAYGROUND
24	4/26/2023	R23-04698	P23-04256	VENCO WESTERN INC.	\$ 11,200.00	SYC PARTIAL IRRIGATION INCLUSIVE PLAYGROUND
25	4/26/2023	R23-04719	P23-04732	DAVE BANG ASSOCIATES OF CA	\$ 53,217.53	GG INSTALLATION PLAYGROUND
26	4/26/2023	R23-04720	P23-04257	BKM OFFICE ENVIRONMENTS	\$ 529.10	VVMS MARKERBOARD BUMPERS CLASS RENO
27	4/26/2023	R23-04721	P23-04625	DAVE BANG ASSOCIATES OF CA	\$ 34,379.19	GG RUBBER SURFACE INCLUSIVE PLAYGROUND
28	4/27/2023	R23-04723	P23-04788	T.J. JANCA CONSTRUCTION, INC.	\$ 52,897.00	GG SITE PREP INCLUSIVE PLAYGROUND
29	5/2/2023	R23-04774	P23-04432	ISSQUARED, INC.	\$ 47,250.00	IT NETWORK SWITCH PREP
30	5/4/2023	R23-04806	P23-04433	CULVER-NEWLIN, INC	\$ 9,639.63	SVHS FURNITURE CLASS RENO
31	5/4/2023	R23-04808	P23-04434	BLUESPACE INTERIORS	\$ 293.95	SVHS FURNITURE CLASS RENO
32	5/4/2023	R23-04809	P23-04517	HERTZ FURNITURE SYSTEMS LLC	\$ 2,517.80	SVHS FURNITURE CLASS RENO
33	5/9/2023	R23-04845	P23-04518	VIRCO, INC.	\$ 9,550.27	SVHS FURNITURE CLASS RENO
34	5/10/2023	R23-04874	P23-04519	CDW-GOVERNMENT, INC.	\$ 6,396.39	SVHS DESKS CLASS RENO
35	5/12/2023	R23-04895	P23-04520	DELL MARKETING LP	\$ 14,455.88	IT COMPUTERS STAFF DEVICES
36	5/12/2023	R23-04899	P23-04521	LAKESHORE LEARNING MATERIALS	\$ 5,668.78	SVHS FURNITURE CLASS RENO
37	5/15/2023	R23-04912	P23-04631	LD PLUMBING LLC	\$ 7,000.00	RHS WATER LINE CHOIR/BAND ROOM
38	5/16/2023	R23-04913	P23-04601	EMPIRE CABLING, INC.	\$ 1,596.26	RHS AUDIO VISUAL RSRPD PORTABLE
39	5/16/2023	R23-04928	P23-04548	LAKESHORE LEARNING MATERIALS	\$ 1,766.41	BW CARPET SPOTS CLASS RENO
40	5/17/2023	R23-04943	P23-04580	VIRCO, INC.	\$ 10,474.04	HMS FURNITURE CLASS RENO
41	5/17/2023	R23-04944	P23-04581	CDW-GOVERNMENT, INC.	\$ 2,140.71	HMS FURNITURE CLASS RENO
42	5/17/2023	R23-04945	P23-04582	SCHOOL SPECIALTY, LLC	\$ 2,043.70	HMS FURNITURE CLASS RENO
43	5/18/2023	R23-04954	P23-04945	M/M MECHANICAL	\$ 11,976.00	RHS RELOCATE FDC MPR PLAZA

	A	B	C	D	E	F
3	Req Date	Req #	PO #	Vendor	Total Amt	Comment
44	5/22/2023	R23-04983	P23-04602	SCHOOL SPECIALTY, LLC	\$ 19,290.00	BW FURNITURE CLASS RENO
45	5/23/2023	R23-04991	P23-04733	TBT DRAFTING SERVICES, INC.	\$ 14,000.00	RHS DRAFTING CLASS RENO PHASE 2
46	5/30/2023	R23-05031	P23-04933	EMPIRE CABLING, INC.	\$ 57,997.85	IT 115 OUTDOOR WIRELESS ACCESS POINTS
47	5/31/2023	R23-05057	P23-04705	ULINE	\$ 541.67	SVHS CARTS CLASS RENO
48	6/1/2023	R23-05075	P23-04737	ALLCABLE, INC.	\$ 4,411.84	IT CABLES NOTIFICATIONS
49	6/2/2023	R23-05081	P23-04789	EMPIRE CABLING, INC.	\$ 58,250.00	VISTA CABLING NOTIFICATIONS
50	6/6/2023	R23-05112	P23-04782	GRAYBAR ELECTRIC	\$ 2,625.48	VISTA ELECTRICAL NOTIFICATION
51	6/7/2023	R23-05113	P23-04783	TECH WALL, INC.	\$ 21,676.00	RHS ACOUSTICAL WALL CLASS RENO
52	6/12/2023	R23-05152	P23-04916	A AND S FIRE PROTECTION, INC.	\$ 1,850.00	SVHS WATER FLOW KITCHEN MPR
53	6/12/2023	R23-05153	P23-04825	CLARK SEIF CLARK, INC.	\$ 2,176.00	PV ASBESTOS SURVEY CLASS RENO
54	6/22/2023	R23-05225	P23-04917	VENCO WESTERN INC.	\$ 31,828.00	VVMS WATER MAIN SEC/FENCE/LS
55	6/22/2023	R23-05226	P23-04918	UNIQUE MOVING & STORAGE	\$ 23,940.00	RHS MOVE BLDG 3 CLASS RENO
56	6/22/2023	R23-05227	P23-04938	FENCE FACTORY	\$ 59,717.92	SINALOA FENCING WEST CAMPUS
57	6/23/2023	R23-05233	P23-04919	MOLLENHAUER GROUP	\$ 3,725.00	RHS BOUNDARY SURVEY W/FIRE HYDRANT
58	6/26/2023	R23-05255	P23-04927	CDW-GOVERNMENT, INC.	\$ 1,070.36	HMS FURNITURE CLASS RENO
59	6/28/2023	R23-05267	P23-04931	CLARIDGE PRODUCTS & EQUIPMENT	\$ 1,085.18	BW WHITEBOARDS CLASS RENO
60	8/4/2023	R23-05277	P23-04947	NV5 WEST, INC.	\$ 9,719.00	SYCAMORE LOR INCLUSIVE PLAYGROUND
61	8/7/2023	R23-05278	P23-04948	NV5 WEST, INC.	\$ 1,761.00	SSHS LOR SEC/FENCE/LANDSCAPE
62	7/13/2023	R24-00758	P24-00476	ORION STRUCTURAL GROUP, INC.	\$ 1,600.00	RHS STRUCTURAL ENG CLASS RENO
63	7/13/2023	R24-00765	P24-00477	EMPIRE CABLING, INC.	\$ 947.10	SVHS CABLING CLASS RENO
64	7/18/2023	R24-00783	P24-00874	IVS COMPUTER TECHNOLOGY	\$ 18,674.88	RHS SMART BOARD SYSTEMS CLASS RENO
65	7/20/2023	R24-00801	P24-01139	VENEKLASEN ASSOCIATES, INC.	\$ 2,200.00	RHS ACOUSTICAL DESIGN CLASS RENO CHOIR
66	7/20/2023	R24-00805	P24-00524	TC SECURITY SYSTEMS	\$ 14,200.00	RHS ASB INTRUSTION ALARM MPR
67	7/21/2023	R24-00814	P24-00525	RELIABLE FLOOR COVERING	\$ 9,993.00	RHS FLOORING CHOIR/BOOK RM MPR
68	7/21/2023	R24-00816	P24-00599	PALMER HAMILTON	\$ 51,426.38	RHS CAFETERIA TABLES MPR
69	7/21/2023	R24-00817	P24-00526	SOUTHWEST SOLUTIONS GROUP	\$ 24,506.61	RHS LOCKERS RSRPD
70	7/21/2023	R24-00819	P24-00527	CDW-GOVERNMENT, INC.	\$ 2,895.75	HMS FURNITURE CLASS RENO
71	7/24/2023	R24-00834	P24-01140	ELEGANT GLASS TINTING	\$ 750.00	BW BLINDS/3 ROOMS CLASS RENO
72	8/1/2023	R24-00937	P24-00641	BLUESPACE INTERIORS	\$ 510.02	SVHS FURNITURE CLASS RENO
73	8/3/2023	R24-00966	P24-00875	NV5 WEST, INC.	\$ 9,719.00	GG LOR INCLUSIVE PLAYGROUND
74	8/4/2023	R24-00986	P24-01141	JPM INSTALLATIONS INC.	\$ 8,430.85	RHS LOCKER INSTALL RSRPD
75	8/10/2023	R24-01089	P24-00737	G.A. SYSTEMS, INC.	\$ 2,500.00	RHS UNLOAD/SETUP TABLES MPR
76	8/29/2023	R24-01411	P24-01450	ABC PLAYGROUND SAFETY	\$ 1,089.00	SYCAMORE TESTING PLAYGROUND SURFACE
77	8/29/2023	R24-01416	P24-01451	ABC PLAYGROUND SAFETY	\$ 1,089.00	GG TESTING PLAYGROUND SURFACE
78	9/5/2023	R24-01522	P24-01131	NEXTGEN FURNITURE INC.	\$ 2,434.64	SVHS FURNITURE CLASS RENO
79	9/5/2023	R24-01526	P24-01132	BLUESPACE INTERIORS	\$ 13,794.50	SVHS FURNITURE CLASS RENO
80	9/5/2023	R24-01532	P24-01133	SCHOOL OUTFITTERS	\$ 10,755.68	SVHS FURNITURE CLASS RENO
81	9/6/2023	R24-01533	P24-01217	FLOURISH COMPANY, INC.	\$ 2,640.04	SVHS FURNITURE CLASS RENO
82	9/6/2023	R24-01534	P24-01385	FENCE FACTORY	\$ 3,307.50	SSHS FENCING SEC/FENCE/LANDSCAPE
83	9/6/2023	R24-01535	P24-01134	LAKESHORE LEARNING MATERIALS	\$ 245.60	SVHS FURNITURE CLASS RENO
84	9/6/2023	R24-01536	P24-01135	VIRCO, INC.	\$ 17,488.37	SVHS FURNITURE CLASS RENO
85	9/6/2023	R24-01538	P24-01136	CULVER-NEWLIN, INC	\$ 4,306.30	SVHS FURNITURE CLASS RENO

	A	B	C	D	E	F
3	Req Date	Req #	PO #	Vendor	Total Amt	Comment
86	9/6/2023	R24-01539	P24-01137	SCHOOL SPECIALTY, LLC	\$ 614.40	SVHS FURNITURE CLASS RENO
87	9/6/2023	R24-01540	P24-01295	BLUESPACE INTERIORS	\$ 36,756.33	SVHS FURNITURE CLASS RENO
88	9/11/2023	R24-01627		PRECISION PLUMBING-MECHANICAL	\$ 3,594.00	SVHS PLUMBING REPAIRS CLASS RENO
89	9/12/2023	R24-01649	P24-01326	MACKEY ELECTRIC	\$ 8,489.00	SVHS ELECTRICAL BOLLARD QUAD
90	9/18/2023	R24-01745	P24-01541	NEW HAVEN MOVING EQUIPMENT	\$ 2,584.73	BW CART RENTAL CLASS RENO
91	9/20/2023	R24-01801	P24-01481	VIRCO, INC.	\$ 30,134.46	BERYLWOOD BOOKCASES CLASS RENO
92	9/26/2023	R24-01891	P24-01604	VIRCO, INC.	\$ 275,047.14	BW FURNITURE CLASS RENO
93	9/26/2023	R24-01893	P24-01574	BLUESPACE INTERIORS	\$ 8,492.52	BW FURNITURE CLASS RENO
94	9/26/2023	R24-01894	P24-01575	CULVER-NEWLIN, INC	\$ 14,605.04	BW FURNITURE CLASS RENO
95	9/26/2023	R24-01895	P24-01576	BLUESPACE INTERIORS	\$ 61,789.63	BW FURNITURE CLASS RENO
96	9/26/2023	R24-01896	P24-01577	LAKESHORE LEARNING MATERIALS	\$ 47,568.29	BW FURNITURE CLASS RENO
97	9/26/2023	R24-01897	P24-01578	ODP BUSINESS SOLUTIONS	\$ 2,902.50	BW FURNITURE CLASS RENO
98	9/26/2023	R24-01898	P24-01821	CDW-GOVERNMENT, INC.	\$ 4,448.73	BW FURNITURE CLASS RENO
99	9/26/2023	R24-01899	P24-01579	SCHOOL SPECIALTY, LLC	\$ 36,223.55	BW FURNITURE CLASS RENO
100	9/26/2023	R24-01900	P24-01857	SCHOOL OUTFITTERS	\$ 14,874.05	BW FURNITURE CLASS RENO
101	9/26/2023	R24-01902	P24-01580	NEXTGEN FURNITURE INC.	\$ 16,212.08	BW & RHS FURNITURE CLASS RENO
102	9/26/2023	R24-01903	P24-01626	VIRCO, INC.	\$ 307,567.07	RHS FURNITURE CLASS RENO
103	9/26/2023	R24-01904	P24-01627	BLUESPACE INTERIORS	\$ 76,080.54	RHS FURNITURE CLASS RENO
104	9/26/2023	R24-01906	P24-01605	CULVER-NEWLIN, INC	\$ 12,154.11	RHS FURNITURE CLASS RENO
105	9/26/2023	R24-01907	P24-01628	SCHOOL SPECIALTY, LLC	\$ 2,039.69	RHS FURNITURE CLASS RENO
106	9/26/2023	R24-01908	P24-01858	SCHOOL OUTFITTERS	\$ 21,104.17	RHS FURNITURE CLASS RENO
107	9/26/2023	R24-01909	P24-01606	ODP BUSINESS SOLUTIONS	\$ 2,725.72	RHS FURNITURE CLASS RENO
108	9/26/2023	R24-01910	P24-01822	CDW-GOVERNMENT, INC.	\$ 27,227.56	RHS FURNITURE CLASS RENO
109	9/28/2023	R24-01954	P24-01967	NATIONAL ROOFING CONSULTANTS	\$ 19,850.00	SVHS KITCHEN ROOF INSPECTION
110	10/2/2023	R24-01991	P24-01787	CLARK SEIF CLARK, INC.	\$ 8,963.00	SVHS LAB BOYS LOCKER ROOM CCD-01
111	10/4/2023	R24-02048	P24-01669	BLUESPACE INTERIORS	\$ 137,638.06	RHS FURNITURE CLASS RENO
112	10/4/2023	R24-02073	P24-01791	DAN LYMAN CONSTRUCTION, INC.	\$ 3,818.00	RHS AUTOMATIC DOOR REPAIRS MPR
113	10/4/2023	R24-02075	P24-01824	CLARK SEIF CLARK, INC.	\$ 58,615.00	SVHS KITCHEN ASBESTOS SUPERVISION MPR
114	10/5/2023	R24-02091	P24-01723	GOLDEN STATE WATER COMPANY	\$ 5,000.00	SVHS WATER SVC MPR KITCHEN
115	10/11/2023	R24-02145		LIMASOL CONSTRUCTION, INC.	\$ 7,990.00	SVHS REPAIRS SNACK BAR AT GYM
116	10/13/2023	R24-02187	P24-01829	FURNITURE REUSE SOLUTIONS	\$ 6,898.74	SVHS FURNITURE DONATION CLASS RENO
117	10/13/2023	R24-02188	P24-01830	CLARIDGE PRODUCTS & EQUIPMENT	\$ 1,047.17	BW WHITEBOARDS CLASS RENO
118	10/13/2023	R24-02191	P24-01831	CULVER-NEWLIN, INC	\$ 2,422.78	SVHS FURNITURE CLASS RENO
119	10/16/2023	R24-02196	P24-01925	DAN LYMAN CONSTRUCTION, INC.	\$ 1,609.00	RHS AUTOMATIC DOOR REPAIRS MPR
120	10/19/2023	R24-02257	P24-01968	LD PLUMBING LLC	\$ 6,985.63	SVHS WATER HEATER - SNACK BAR
121	10/19/2023	R24-02263	P24-01969	LD PLUMBING LLC	\$ 2,650.50	RHS PLUMBING ADA CLASS RENO
122	10/30/2023	R24-02453	P24-02081	RELIABLE FLOOR COVERING	\$ 5,476.41	RHS FLOORING MPR
123	5/31/2023	WIT23-00510	P23-04738	AMERICAN TIME	\$ 48,513.96	IT NOTIFICATION PRODUCTS
124	6/2/2023	WIT23-00514	P23-04730	ISSQUARED, INC.	\$ 8,149.53	IT WIFI ACCESS
125	7/6/2023	WIT24-00095	P24-00193	CDW-GOVERNMENT, INC.	\$ 376.01	VISTA TV NOTIFICATIONS
126	7/6/2023	WIT24-00096	P24-00194	CDW-GOVERNMENT, INC.	\$ 17,213.63	IT USB KEYS NETWORK SWITCHES
127						

	A	B	C	D	E	F
3	Req Date	Req #	PO #	Vendor	Total Amt	Comment
128					\$ 3,212,144.77	
129						



TITLE: APPROVAL OF AMENDMENT #1 TO AGREEMENT NO. R22-03654 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND KNOWLAND CONSTRUCTION SERVICES, INC. FOR INSPECTION SERVICES FOR THE QUAD RENOVATION PROJECT AT ROYAL HIGH SCHOOL

Business & Facilities
Consent #11

November 14, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

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

Due to weather delays and change of scope it was necessary for the Inspector of Record to be on site an additional 150 hours.

Fiscal Analysis

\$86,436.00 Original Contract
\$14,700.00 Amendment #1
\$101,136.00, funded by Measure X

Recommendation

It is recommended that the Board of Education approve Amendment #1 to Agreement No. R22-03654 between Simi Valley Unified School District and Knowland Construction Services, Inc. for Inspection Services for Royal HS Quad Renovation Project.

On motion # 52 by Trustee Jubran, seconded by Trustee Pine and carried by a vote of 5/0, the Board of Education, by a roll-call vote, approved Amendment #1 to Agreement No. R22-03654 between Simi Valley Unified School District and Knowland Construction Services, Inc. for Inspection Services for the Royal HS Quad Renovation Project.

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



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

AMENDMENT

Project Name:	Quad Improvement Projects	Amendment #	1
Site:	Royal HS	Board Date:	11/14/2023
To (Consultant):	Knowland Construction Services, Inc.	Bid #:	
Address:	33 Narcissa Drive Rancho Palos Verdes, CA 90275	Requisition #	R22-03654
		P.O. #:	P22-03897

THE CONTRACT HAS CHANGED AS FOLLOWS:

Due to weather delays and change of scope it was necessary for the Inspector of Record to be on site additional 150 hours.



SimiValleySchools






SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

Adjustment to Contract Amount		Adjustment to Contract Schedule	
Original Contract Amount:	\$ 86,436.00	Original Contract Start:	Apr-22
Total Prior Change Orders:	\$ -	Original Completion Date:	Feb-23
Contract Sum Prior to this Change Order:	\$ 86,436.00	Total Approved Time Extension to Date:	0
Amount of this Amendment:	\$ 14,700.00	Adjustment per this Change Order:	0
Revised Contract Amount:	\$ 101,136.00	New Completion Date:	December 1, 2023

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

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

<u>Chris Knowland</u> Knowland Construction	DocuSigned by:  Signature	<u>11/16/2023</u> Date
<u>Jim McGregor</u> Project Coordinator	DocuSigned by:  Signature	<u>11/16/2023</u> Date
<u>Marc Cunningham</u> Construction Project Manager	DocuSigned by:  Signature	<u>11/16/2023</u> Date
<u>Lori Rubenstein</u> Bond Program Manager	DocuSigned by:  Signature	<u>11/16/2023</u> Date
<u>Ron Todo</u> Associate Superintendent, Business & Facilities	DocuSigned by:  Signature	<u>11/16/2023</u> Date

DS
MN



DSA INSPECTORS

PROPOSAL FOR PROJECT INSPECTORS

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

INSPECTORS: **Wayne Quier (or other approved IOR/PE, as required)**

PROJECT: **Royal High School – Quad Project**

DURATION: **Extension to Contract P22-03897**

RATE: **\$98.00/hr.**

TOTAL ESTIMATE: **\$14,700.00 (150 additional hours necessary to complete the project due to delays and change orders)**

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

PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:

1. Knowland Construction Services agrees to provide for continuous inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 through 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs.
2. Represent the District under the guidance of the designee of the District Superintendent.
3. Attend all planning, pre-construction conference, project meetings, or meetings as required by the District.
4. Monitor and observe all special inspections performed by the Districts contracted testing lab as required by the Testing and Inspections Sheet and as outlined in the

Knowland Construction Services
33 Narcissa Drive, Rancho Palos Verdes, CA 90275
Phone: (626) 757-4141 / Email: info@knowlandinc.com



DSA INSPECTORS

Project Specifications. Maintain and update a log specifying hours spent on the project by special inspectors. Perform or monitor testing for Torque, Epoxy, Pull Tests, and other tests as approved by the DSA field engineer. Knowland Construction Services shall assist in minimizing unnecessary costs for testing where possible.

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

Knowland Construction Services
33 Narcissa Drive, Rancho Palos Verdes, CA 90275
Phone: (626) 757-4141 / Email: info@knowlandinc.com



DSA INSPECTORS

9. When an IOR is on vacation or unable to be at the project for reasons beyond his reasonable control, a Project Manager / Project Engineer will be assigned to oversee the project and shall be responsible for the accurate reporting of all activities to the inspector of record. Hours billed for inspection services shall include only hours worked in support of the project. Other billing arrangements may be as agreed in writing by the District.

Dated: October 20, 2023

Dated: October ____, 2023

Christopher Knowland

Christopher Knowland – KCS

Agent – Simi Valley Unified School
District

Certificate Of Completion

Envelope Id: 12FA41075AF04687B215E109DA398390

Status: Completed

Subject: Royal HS Quad - Knowland Amendment #1

Source Envelope:

Document Pages: 5

Signatures: 5

Certificate Pages: 5

Initials: 1

AutoNav: Enabled

Envelope 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

11/3/2023 2:17:48 PM

Holder: Bond Contracts

bondcontracts@simivalleyusd.org

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

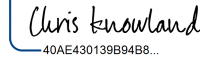
Signer Events

Chris Knowland

chrisk@knowlandinc.com

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

DocuSigned by:



40AE430139B94B8...

Signature Adoption: Pre-selected Style

Using IP Address: 24.250.92.66

Timestamp

Sent: 11/3/2023 2:23:52 PM

Resent: 11/7/2023 7:37:12 AM

Resent: 11/16/2023 11:26:04 AM

Viewed: 11/16/2023 11:30:36 AM

Signed: 11/16/2023 11:30:44 AM

Electronic Record and Signature Disclosure:

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

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

Maria Nieto

maria.nieto@simivalleyusd.org

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

Sent: 11/16/2023 11:30:45 AM

Viewed: 11/16/2023 11:31:06 AM

Signed: 11/16/2023 11:31:26 AM

Electronic Record and Signature Disclosure:

Accepted: 11/16/2023 11:31:06 AM

ID: 4a937aef-2c13-4159-8520-3981c1deeabc

Jim McGregor

jim.mcgregor@simivalleyusd.org

Project Manager

Security Level: Email, Account Authentication
(None)

C1C1879B1A4B495...

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

Sent: 11/16/2023 11:31:27 AM

Viewed: 11/16/2023 1:18:17 PM

Signed: 11/16/2023 1:18:26 PM

Electronic Record and Signature Disclosure:

Accepted: 11/16/2023 1:18:17 PM

ID: 27f521e3-ac3b-4f5b-9aa4-2a435845635f

Marc Cunningham

marc.cunningham@simivalleyusd.org

Construction Project Manager

Security Level: Email, Account Authentication
(None)

2CEE5D45D018490...

Signature Adoption: Pre-selected Style

Using IP Address: 108.147.102.61

Signed using mobile

Sent: 11/16/2023 1:18:27 PM

Viewed: 11/16/2023 4:04:25 PM

Signed: 11/16/2023 4:04:56 PM

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

Electronic Record and Signature Disclosure:
 Accepted: 11/16/2023 4:04:25 PM
 ID: d475875c-5afd-4655-89d0-bcb386d4ccc0

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

DocuSigned by:

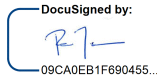
 19ADD8F59B9244E...

Sent: 11/16/2023 4:04:58 PM
 Viewed: 11/16/2023 4:22:36 PM
 Signed: 11/16/2023 4:22:43 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 207.157.143.41

Electronic Record and Signature Disclosure:
 Accepted: 11/16/2023 4:22:36 PM
 ID: ab587b00-3301-44fc-ae41-86154c4f9291

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

DocuSigned by:

 09CA0EB1F690455...

Sent: 11/16/2023 4:22:44 PM
 Viewed: 11/16/2023 5:16:40 PM
 Signed: 11/16/2023 5:16:50 PM

Signature Adoption: Uploaded Signature Image
 Using IP Address: 207.157.143.39

Electronic Record and Signature Disclosure:
 Accepted: 11/16/2023 5:16:40 PM
 ID: 0209f351-cd9a-4c36-afe4-4f8c82a081dc

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	11/3/2023 2:23:52 PM
Certified Delivered	Security Checked	11/16/2023 5:16:40 PM
Signing Complete	Security Checked	11/16/2023 5:16:50 PM
Completed	Security Checked	11/16/2023 5:16:50 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

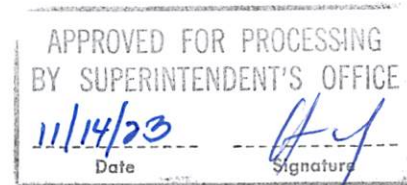
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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: AWARD OF LEASE LEASEBACK CONTRACTS

Business & Facilities
Informational #1

November 14, 2023
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
 Business & Facilities

Royal High School Project:

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

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

The Kitchen Modernization Project, Phase II at Simi Valley High School, Consent #9

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