

SimiValleySchools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

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

APPROVED FOR PROCESSING
BY SUPERINTENDENT'S OFFICE
3/12/24
Date
Signature

**TITLE: APPROVAL OF RATIFICATION OF AGREEMENT NO. R24-03945
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND CLARK
SEIF CLARK, INC. FOR HAZARDOUS MATERIALS CONSULTANT
SERVICES AT SIMI VALLEY HIGH SCHOOL FOR THE MPR
DEMOLITION PROJECT**

Business & Facilities
Consent #4

March 12, 2024
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On June 5, 2018 the Board of Education approved Ongoing Services Agreement A18.686 for hazardous materials consultant services with the firm of Clark Seif Clark, Inc. Services are needed for asbestos construction phase monitoring for abatement monitoring services for the MPR Demolition project, at Simi Valley High School.

Fiscal Analysis

The estimated cost for the hazardous materials consultant services Agreement No. R24-03945(Exhibit "A") with the firm of Clark Seif Clark, Inc. is **\$22,540.00**. The actual cost will be based on hazardous materials consultant services performed.

These services will be funded by Measure X.

Recommendation

This item is presented for Board of Education approval.

On a motion # 127 by Trustee Pine, seconded by Trustee Smollett
and carried by a vote of 4/0/1, the Board of Education, by roll-call vote, approved
Agreement No. R24-03945 with Clark Seif Clark, Inc. for asbestos construction phase monitoring for
abatement monitoring services for the Simi Valley High School MPR Demolition Project.

Ayes: Suban
Smollett Noes: 0 Absent: Bagdasaryan Abstain: 0
Pine
inBelle

**AGREEMENT NO. R24-03945
PROJECT ASSIGNMENT AMENDMENT**

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and Clark Seif Clark, Inc. ("Hazardous Materials Consulting Firm") as of February 16, 2024

WHEREAS, the District and Hazardous Materials Consulting Firm entered into a written Agreement A18.686 entitled Agreement for On-Going Hazardous Materials Consultant Services ("Agreement") generally establishing terms and conditions for the Hazardous Materials Consultant's services for Projects assigned by the District to the Hazardous Materials Consulting Firm for completion of Hazardous Materials Consultant Services.

WHEREAS, this PAA sets forth the specific terms and conditions applicable to the Assigned Project and the Hazardous Materials Consultant Services to be completed by the Hazardous Materials Consulting Firm for the Assigned Project.

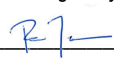
NOW THEREFORE, the District and Hazardous Materials Consultant agree as follows:

1. Assigned Project Description. The Assigned Project is described as follows: Provide hazardous materials demolition survey with asbestos air clearances, including, but not limited to: job walks, submittal process, Project Manager coordination, on-site monitoring and supervision, PLM bulk material sampling, TEM air clearance sampling project management, coordination and a final report. Provide other hazardous consultant services as needed for these renovations.
2. Hazardous Materials Consultant Services for Assigned Project. The Hazardous Materials Consulting Firm shall complete the following Hazardous Materials Consultant Services for the Assigned Project:
Examination of the new improvement drawings related to the classrooms undergoing renovation. Perform testing for Asbestos and / or lead if additional testing is needed. Provide construction phase monitoring for proper abatement activities. Conduct job walks and evaluate contractor, as required, including bid documents, submittals, etc.. Provide a report containing laboratory test results. Provide a closeout report. Provide other Hazardous Materials Consultant work necessary for compliance with applicable regulations.
3. Hazardous Materials Consultants. The Hazardous Materials Consulting Firm shall utilize duly qualified and certified personnel for these Hazardous Materials Consultant Services. The hourly billing rate of each Hazardous Materials Consultant required for the Assigned Project is set forth in the attached Fee Proposal from Hazardous Materials Consulting Firm (Attachment 1) dated February 8, 2024.
4. Assigned Project Contract Price. The Contract Price for completing Hazardous Materials Consultant Services for the Assigned Project is an **estimated amount of Twenty – Two Thousand Five-Hundred Forty Dollars (\$22,540.00) ("Assigned Project Contract Price")**. See Exhibit A, for Fee Only. Billings for payment of portions of the Assigned Project Contract Price shall be based on the reasonable time, equipment, and laboratory analyses necessary for the Assigned Project to complete Hazardous Materials Consultant Services in compliance with applicable industry standards and regulations. Billings for Hazardous Materials Consultant Services shall be at the Straight Time hourly rates, and customary laboratory analysis rates, unless the District has authorized in advance the completion of Hazardous Materials Consultant Services on days/times subject to Overtime or Premium Overtime hourly rates.

5. Term of PAA & Adjustment to Contract Price. The District has established the start day as February 19, 2024 and completion September 30, 2024 as the Term of this PAA. The Assigned Project Contract Price is based on the anticipated needs of the project for construction phase monitoring. If the Assigned Project Contract Price is exhausted by the amount of assessment and testing, monitoring, and reporting required, the Assigned Project Contract Price is subject to adjustment based on Hazardous Materials Consultant provision of appropriate documentation to the District for the District's review and assessment.
6. Agreement Terms. All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

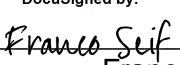
The District and Hazardous Materials Consulting Firm have executed this PAA as of the date set forth above.

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

By:  _____
DocuSigned by:
09CA0EB1F690459A Ron Todo
3/8/2024

Title: Associate Superintendent
Business & Facilities

"Hazardous Materials Consulting Firm"
CLARK SEIF CLARK, INC.

By:  _____
DocuSigned by:
8CE12A370B02482C Franco Seif
3/6/2024

Title: President / CEO



CLARK SEIF CLARK, INC.
HEALTH & SAFETY • ENGINEERING • ENVIRONMENTAL

Exhibit A - Fee Only

February 8, 2024

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

**Re: Simi Valley High School
Kitchen Demolition and Abatement Monitoring
5400 Cochran Street
Simi Valley, CA 93063**

Dear Ms. Rickman:

Clark Seif Clark, Inc. (CSC) is pleased to provide you with this fee proposal to perform a hazardous materials demolition survey and abatement monitoring with asbestos air clearance services at the above-referenced property.

It is our understanding that CSC will conduct asbestos and lead testing in the kitchen as well as asbestos abatement monitoring for the demolition of both the Multipurpose Building and Utility Building. This process is estimated to take around 1 day for testing and 15 days for oversight and clearance testing. Please refer to the scope of work hereunder.

The following is a fee proposal of our services. The estimated cost to perform the scope of work as listed hereunder is \$22,540.00. The estimated cost is based on third party information and is subject to change based on existing site conditions. CSC will bill only for services provided in accordance to the listed fee schedule. If additional funds are needed we will notify you prior to proceeding.

FEE PROPOSAL

Table 1 – Estimated Cost

<u>Description</u>	<u>Rate</u>	<u>Est. Units</u>	<u>Est. Cost</u>
Project Manager	\$190.00/Hour	8	\$1,520.00
Certified Asbestos Consultant (CAC)	\$135.00/Hour	24	\$3,240.00
Certified Site Surveillance Technician (CSST)	\$125.00/Hour	120	\$15,000.00
PCM Air - 24 Hour TAT	\$25.00/Sample	60	\$1,500.00
PLM Bulk – 24 Hour TAT	\$25.00/Sample	30	\$750.00
Clerical	\$70.00/Hour	4	\$280.00
XRF Analyzer	\$250.00/Day	1	\$250.00

Total Estimated Costs **\$22,540.00**

CSC Initial

Client Initial

CG

CSC, Inc.

PO Box 4299, Chatsworth, CA 91313 * TEL 818-727-2553 * FAX 818-727-2556
csc@csceng.com - www.csceng.com

Simi Valley High School
5400 Cochran Street
Simi Valley, CA 93063
Project ID: 1030913.07

SCOPE OF WORK

All asbestos-related services will be conducted by a Cal/OSHA-Certified Asbestos Consultant (CAC), and/or a Cal/OSHA-Certified Site Surveillance Technician (CSST) or AHERA-Certified Building Inspector under the direction of the CAC.

ACM-related services relevant to asbestos abatement activities will be provided. These services may include the following:

- Conduct job walks and evaluate contractor bid documents;
- Review contractor submittals, notifications and work plans;
- Project Management and coordination;
- Project on-site monitoring and supervision; and
- PLM bulk material sampling.
- PCM air clearance sampling.

TERMS & CONDITIONS

Payments are due thirty (30) days from date of invoice.

Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Attorney's fees or other costs incurred in collecting delinquent amount shall be paid by the client. In the event that the client requests termination of the work prior to completion of a report, Clark Seif Clark, Inc. reserves the right to complete such analyses and records as are necessary to place its files in order and, where considered by it necessary to protect its professional reputation, to complete a report on the work performed to date. A termination charge to cover the cost thereof in an amount not to exceed 30% of all charges incurred up to the date of the stoppage of the work may, at the discretion of Clark Seif Clark, Inc. be made.

WARRANTY & LIABILITY

Clark Seif Clark Inc.'s services are performed, within the limits prescribed by its clients, with the usual thoroughness and competence of the consulting profession, in accordance with the standard for professional services at the time those services are rendered. No warranty or representation, expressed or implied, is included or intended in its proposals, contracts, or reports.

Clark Seif Clark Inc.'s liability shall be limited to injury or loss caused by the negligence of Clark Seif Clark, Inc. and/or agents hereunder. Clark Seif Clark, Inc. has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic irritant, pollutant, or otherwise dangerous substance or condition at the site. Its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions.

CSC Initial

Client Initial

CSC, Inc.

PO Box 4299, Chatsworth, CA 91313 * TEL 818-727-2553 * FAX 818-727-2556
csc@csceng.com - www.csceng.com

Simi Valley High School
5400 Cochran Street
Simi Valley, CA 93063
Project ID: 1030913.07

Page 3 of 3

CSC shall indemnify and hold harmless Owner and Client from all damages, losses, or expenses, including attorney's fees, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damage to tangible property, other than the Work itself. This indemnification shall be limited to claims resulting from CSC's performance of the Work as described in the scope of work of this Agreement and shall apply only to the extent that such claim or loss is caused by the negligent act or omission of CSC or its agents, employees, and/or subcontractors (if any). Owner and Client shall indemnify, defend and hold harmless CSC and its principals, officers, directors, agents, employees, and representatives from all damages, losses, or expenses, including attorneys fees, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damage to tangible property, arising out of or in any way related to this Project, which are made or asserted against CSC or in which CSC is named as a party, and which do not result from the negligence or wrongful conduct of CSC. Notwithstanding the foregoing, nothing herein shall be construed to require either party to indemnify, defend or hold the other indemnified parties harmless from any claim to the extent arising from the sole negligence or willful misconduct of the indemnified parties. Each party's obligations hereunder shall survive the expiration or earlier termination of this Agreement until such time action against the other Indemnified Parties for all matters indemnified hereunder are fully barred by the applicable statutes of limitations.

Should you have any questions or require further information, please feel free to contact me at the phone number listed below. Thank you again for your consideration of CSC.

Sincerely,



Mr. Christian Goerrissen
Sr. Project Manager
Certified Asbestos Consultant (00-2840)
Clark Seif Clark, Inc.

CSC Initial

Client Initial

CSC, Inc.

PO Box 4299, Chatsworth, CA 91313 * TEL 818-727-2553 * FAX 818-727-2556
csc@csceng.com - www.csceng.com

FINGERPRINT CERTIFICATE

I, Franco Seif, am the President/CEO of Clark Seif Clark, 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



AG034



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 Los Angeles, CA this 6th day of March, 2024.
 DocuSigned by: (City and State) [SimiEDU45125-1b]

Franco Seif
 (Signature)
 8CE12A370BC24B2...

Franco Seif
 (Handwritten or Typed Name)

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

FINGERPRINT CERTIFICATE

ATTACHMENT B-1

[SimiEDU45125-2]

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

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

Christian Goerrissen

Marlie Fishlowitz

Kenneth Chavarria

Ivie Sanchez

xxx

Certificate Of Completion

Envelope Id: FDEC6D0575E442998840A14F9130806B

Status: Completed

Subject: Complete with DocuSign: SVHS Kitchen and Utility -Clark Seif Clark PAA # R24-03945pdf

Source Envelope:

Document Pages: 7

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bond Contracts

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

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

Holder: Bond Contracts

Location: DocuSign

2/20/2024 9:21:57 AM

bondcontracts@simivalleyusd.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Simi Valley Unified School District

Location: DocuSign

Signer Events

Franco Seif

fseif@csceng.com

President/CEO

Clark Seif Clark, Inc.

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

DocuSigned by:

8CE12A370BC24B2...Signature Adoption: Pre-selected Style
Using IP Address: 24.199.0.82**Timestamp**

Sent: 2/20/2024 9:45:16 AM

Resent: 3/5/2024 2:55:27 PM

Resent: 3/6/2024 2:09:49 PM

Viewed: 3/6/2024 2:38:34 PM

Signed: 3/6/2024 2:44:07 PM

Electronic Record and Signature Disclosure:

Accepted: 3/6/2024 2:38:34 PM

ID: f0c1de47-0665-46d4-a555-5e4e23f85b94

Ron Todo

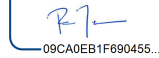
ron.todo@simivalleyusd.org

Ron Todo

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: 3/6/2024 2:44:09 PM

Viewed: 3/8/2024 1:35:35 PM

Signed: 3/8/2024 1:35:40 PM

Electronic Record and Signature Disclosure:

Accepted: 3/8/2024 1:35:35 PM

ID: 88cf9c42-9a7c-4772-aa2e-63c90fb0683f

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	2/20/2024 9:45:16 AM
Certified Delivered	Security Checked	3/8/2024 1:35:35 PM
Signing Complete	Security Checked	3/8/2024 1:35:40 PM
Completed	Security Checked	3/8/2024 1:35:40 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Simi Valley Unified School District:

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

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

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

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

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

To request paper copies from Simi Valley Unified School District

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

To withdraw your consent with Simi Valley Unified School District

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

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

Required hardware and software

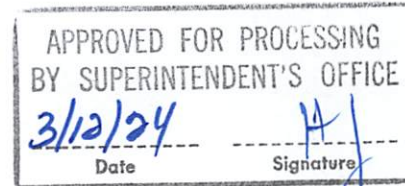
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



**TITLE: APPROVAL OF CHANGE ORDER NO. 1 TO AGREEMENT NO. R22-04454
BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NEFF
CONSTRUCTION, INC. FOR THE LEASE LEASEBACK FEE PROPOSAL
FOR THE CLASSROOM RENOVATION AT SIMI VALLEY HIGH SCHOOL**

Business & Facilities
Consent #16

March 12, 2024
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On June 14, 2022, the Board of Education approved Agreement R22-04454 NEFF Construction, Inc. for the Lease Leaseback project known as Simi Valley High School Classroom Renovation in the amount of \$3,670,469.00.

During the course of construction, various changes became necessary or desirable to complete the project successfully. The unused portions of the contract contingencies are being credited. Attached is Exhibit "A" that describes the changes, related costs, and justification for Change Order No. 1.

Fiscal Analysis:

\$ 3,670,469.00 Original Contract
\$ (138,494.13) Change Order #1
\$ 3,531,974.87 Revised Contract Amount, paid by Measure X

Recommendation:

It is recommended that the Board of Education approve Change Order No. 1 to Agreement No. R22-04454 as presented.

On motion # 127 by Trustee Pine, seconded by Trustee Smolton
and carried by a vote of 4/0/1, the Board of Education, by a roll-call vote, approved
Change Order No. 1 to Agreement R22-04454, Simi Valley High School Classroom Renovation.

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



CHANGE ORDER

Project Name:	Classroom Renovation Project	Date:	2/22/2024
Site:	Simi Valley HS	Change Order #:	1
Contract Date:	7/5/2022	Bid #:	B22LS377
Contractor:	Neff Construction INC.	PO #:	P22-04343 X
Address:	1701 South Bon View Avenue Ontario, CA 91761	DSA Application #:	N.A.
		Board Date:	

THE CONTRACT IS CHANGED AS FOLLOWS:

Credit for FF & NTE Move Allowance , Return of Owner Contingency, Return of Contractor Contingency and Final Completion date of a non compensable time extension (11/5/23 - 12/01/23 for 27 days)to be 12/01/2023. District to take Ownership of Cal Fence on 4/25/24.	
Credit for balance of FF & NTE Move Allowance	\$ (30,531.44) X
Final Completion date of a non compensable time extension of 27 days 11/5/23 - 12/1/23.	\$ -
ORIGINAL OWNER CONTINGENCY	\$ 333,679.00 X
Approved Owner Contingency #1	\$ 42,244.06
Approved Owner Contingency #2R1	\$ 33,469.53
Approved Owner Contingency #3R1.	\$ 32,342.01
Approved Owner Contingency #4	\$ 122,593.69
Approved Owner Contingency #5	\$ (4,039.20)
Approved Owner Contingency #6	\$ 4,011.39
Approved Owner Contingency #7	\$ 18,625.54
Approved Owner Contingency #8	\$ 27,688.44
Approved Owner Contingency #9	\$ 14,605.95
Approved Owner Contingency #10	\$ 11,277.14
Owner Contingency Balance to be returned	\$ 30,860.45 X
ORIGINAL CONTRACTOR CONTINGENCY	\$ 160,083.00 X
Approved Contractor Contingency #1	\$ 21,515.09
Approved Contractor Contingency #2	\$ 4,027.27
Approved Contractor Contingency #3	\$ 13,841.40
Approved Contractor Contingency #4	\$ 17,896.25
Contractor Contingency Balance	\$ 102,802.99 X
Contractor Contingency retained 25% per contract	\$ (25,700.75) X
Contractor Contingency Balance to be returned	\$ 77,102.24 X
Total Amount to be returned to the District	\$ (138,494.13) X

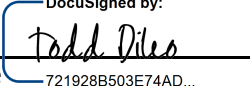
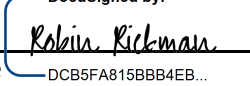
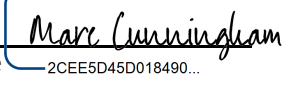
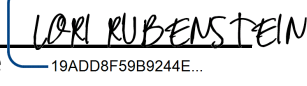
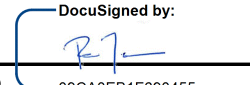


CHANGE ORDER

Project Name:	Classroom Renovation Project	Date:	2/22/2024
Site:	Simi Valley HS	Change Order #:	1
ADJUSTMENTS TO CONTRACT			
Original Contract Amount: <input checked="" type="checkbox"/>	\$ 3,670,469.00	Original Contract Completion Date:	09/26/23
Total Prior Change Orders: <input checked="" type="checkbox"/>	\$ -	New Completion Date:	12/01/23
Contract Sum Prior to this CO: <input checked="" type="checkbox"/>	\$ 3,670,469.00	% for this Change Order	-4%
Amount of this Change Order: <input checked="" type="checkbox"/>	\$ (138,494.13)	% Total Cumulative Change Orders	-4%
Revised Contract Amount: <input checked="" type="checkbox"/>	\$ 3,531,974.87		

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>TODD DILEO</u> Contractor	DocuSigned by:  Signature 721928B503E74AD...	<u>3/5/2024</u> Date
<u>N.A.</u> Architect	Signature	Date
<u>ROBIN RICKMAN</u> Project Coordinator	DocuSigned by:  Signature DCB5FA815BBB4EB...	<u>3/13/2024</u> Date
<u>MARC CUNNINGHAM</u> Construction Project Manager	DocuSigned by:  Signature 2CEE5D45D018490...	<u>3/14/2024</u> Date
<u>LORI RUBENSTEIN</u> Bond Program Manager	DocuSigned by:  Signature 19ADD8F59B9244E...	<u>3/14/2024</u> Date
<u>RON TODO</u> Associate Superintendent, Business & Facilities	DocuSigned by:  Signature 09CA0EB1F690455...	<u>3/14/2024</u> Date

DS




SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL (COP)

School Name: **Simi Valley HS**
 Project Name: **SVHS - Classroom Renovations**
 To: *CM/ Project Coordinator* **ROBIN RICKMAN**
 From: *Contractor* **Neff Construction INC.**

Date: **February 22, 2024**
 COP Number: **B**
 Project Number: **X030-01-21**
 Bid Number: **B22LS377**

Description of Work:

Credit for Move Allowance, Establish Cal-Fence to April 24, 2024, Return of Owner Contingency, Return of Contractor Contingency, non-compensable time extension from 11/05 /23 to 12/01/23.

WORK PERFORMED OTHER THAN BY CONTRACTOR		Cost	
(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)		Calendar Days
WORK PERFORMED BY CONTRACTOR		Cost	
(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		\$	(138,494.13)
(i)	Time (zero unless indicated)	0	Calendar Days

☒ The proposal would ☒ Increase ☐ Decrease the Contract Time by **27** Calendar Days.

☐ The proposal does NOT affect the Contract Time.

Contractor's Signature: _____

Todd DiLeo

Printed Name & Title

3/5/24

Date

Provide all supporting documentation as required by the Contract Documents



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT DISTRICT ALLOWANCE AUTHORIZATION

School Name: **SVHS**
Project Name: **Classroom Renovation**
To: Program Mgr. **Lori Rubenstein**
From: Contractor **NEFF Construction**

P.O. Number: **P22-04343**
Initiation Date: **4/3/2023**
Allowance Authorization No.: **2R1**
Project Number: **X030-02-21**
Bid Number: **B22LS377**

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

COP#10R1 -Demo of flooring in K5/K6	\$ 3,530.42
COP#11R1- Remove and install VCT Flooring & Rubber Base in room D18	\$ 4,609.97
COP#12R2-Remove and install VCT Flooring & Rubber Base in Rooms K9, K10 & K13	\$ 12,244.81
COP#14R1 - Remove and install VCT flooring & Rubber Base in room K19, K21, Demo and install new 4x4 VCT Black at room K20, Rubber base K18,K23, K20, sub floor prep at K19,K21, K22.	\$ 10,432.90
COP#18R1 - Demo and install Rubber Base in rooms D9, D10, D11, D12, D13, D14.	\$ 2,651.43
Total	\$ 33,469.53

A. District Contract Allowance	\$ 333,679.00
B. Net Allowance Disbursements previously authorized	\$ 42,244.06
C. Charges to District Allowance as a result of this authorization	\$ 33,469.53
D. Current District Allowance Balance including this authorization	\$ 257,965.41

DocuSigned by:

Todd Dileo

721928B503E74AD...

Contractor

TODD DILEO

Name (Printed)

5/17/2023

Date

DocuSigned by:

Robin Rickman

812155F8F5282D...

Architect

N.A.

Name (Printed)

Date

ROBIN RICKMAN

Name (Printed)

5/17/2023

Date

MARC CUNNINGHAM

Name (Printed)

5/17/2023

Date

LORI RUBENSTEIN

Name (Printed)

5/17/2023

Date

RON TODO

Name (Printed)

5/17/2023

Date

Associate Superintendent, Business & Facilities



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT DISTRICT ALLOWANCE AUTHORIZATION

School Name:	SVHS
Project Name:	Classroom Renovation
To: Program Mgr.	Lori Rubenstein
From: Contractor	NEFF Construction

P.O. Number:	P22-04343
Initiation Date:	4/10/2023
Allowance Authorization No.:	3R1
Project Number:	X030-02-21
Bid Number:	B22LS377

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

COP#15R1 - Install new 4x4 Black VCT at entrances: D9,D10,D11,D12,D13,D14	\$ 1,957.49
COP#16R1 - New Rubber Base in D18,D19,D20, D21 and D22	\$ 1,626.54
COP#20R1 - New Flooring in K5 & K6	\$ 12,966.21
COP#21R1 - Wall Base in Bldg #4 B9, B10, B11, B12, B13, B14.	\$ 2,651.43
COP#22R1 - Additional 4x8 markerboards in B09 to be use for the Choir classroom. Remove and reCentered the markerboards in K1,K2,K6,K7.	\$ 11,641.43
COP#24R1 - Remove & Relocate K1 Teacher workstation	\$ 1,498.91

Total \$ 32,342.01

A. District Contract Allowance	\$ 333,679.00
B. Net Allowance Disbursements previously authorized	\$ 75,713.59
C. Charges to District Allowance as a result of this authorization	\$ 32,342.01
D. Current District Allowance Balance including this authorization	\$ 225,623.40

DocuSigned by:

Todd Dileo

721928B503E74AD...

Contractor

TODD DILEO

Name (Printed)

5/17/2023

Date

DocuSigned by:

Robin Rickman

721928B503E74AD...

Architect

N.A.

Name (Printed)

Date

ROBIN RICKMAN

Name (Printed)

5/18/2023

Date

MARC CUNNINGHAM

Name (Printed)

5/18/2023

Date

LORI RUBENSTEIN

Name (Printed)

5/18/2023

Date

RON TODO

Name (Printed)

5/18/2023

Date

Associate Superintendent, Business & Facilities



SIMI VALLEY UNIFIED SCHOOL DISTRICT

DISTRICT ALLOWANCE AUTHORIZATION

School Name:	SVHS	P.O. Number:	
Project Name:	Classroom Renovation	Initiation Date:	4/25/2023
To: Program Mgr.	Lori Rubenstein	Allowance Authorization No.:	4
From: Contractor	NEFF Construction	Project Number:	
		Bid Number:	B22LS377

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

COP #25R1 - Install a GFI outlet above countertop per code in K05	\$ 1,239.88
COP #23R1 - Additional Tack Panels in K1,K2,K6,K7.	\$ 5,648.25
COP #02R1 - Add 132 sf of tackwall to room K05	\$ 2,615.81
COP #26 - H5 Demolition of interior classroom.	\$ 39,383.93
COP #26.1 - H5-Remove and Install HVAC ceiling grilles and wall vent, provide & install tackwalls, demo of electrical at cabinets, install whiteboards, install window blinds, install teachers workstation install soap and towel dispensers,provide and install 4 stainless steel sinks and faucets, install GFI outlets at countertop, final cleaning.	\$ 24,722.26
COP #26.2 - H5 New ceiling tiles, Cortega 769	\$ 5,451.76
COP #29 - Removal of carpet in B1.	\$ 2,183.07
COP #26.3R1 - H5 The new casework, stainless steel countertops and polished concrete flooring	\$ 38,161.46
COP #27R1 - Relocated Teachers workstation per RFI#22	\$ 865.15
COP #28R1 - Install GFCI outlets per code at room B-5	\$ 2,322.12
Total	\$ 122,593.69

A. District Contract Allowance	\$ 333,679.00
B. Net Allowance Disbursements previously authorized	\$ 108,055.60
C. Charges to District Allowance as a result of this authorization	\$ 122,593.69
D. Current District Allowance Balance including this authorization	\$ 103,029.71

DocuSigned by:

Contractor

 TODD DILEO
Name (Printed)

6/21/2023

Date

DocuSigned by:

Project Manager

 N.A.
Name (Printed)

Date

6/21/2023

Date

Construction Project Manager

 MARC CUNNINGHAM
Name (Printed)

6/21/2023

Date

Bond Program Manager

 LORI RUBENSTEIN
Name (Printed)

7/11/2023

Date

Associate Superintendent, Business & Facilities

 RON TODO
Name (Printed)

7/11/2023

Date

School Name:	SVHS	P.O. Number:	
Project Name:	Classroom Renovation	Initiation Date:	4/25/2023, 7/10/23
To: Program Mgr.	Lori Rubenstein	Allowance Authorization No.:	5
From: Contractor	NEFF Construction	Project Number:	
		Bid Number:	B22LS377

[illegible]

Page 1



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT DISTRICT ALLOWANCE AUTHORIZATION

School Name:	SVHS
Project Name:	Classroom Renovation
To: Program Mgr.	Lori Rubenstein
From: Contractor	NEFF Construction

P.O. Number:	R-22-04454
Initiation Date:	1/19/2024
Allowance Authorization No.:	7
Project Number:	
Bid Number:	B22LS377

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

COP#26A Modify Ceiling Grid to fit new HVAC grilles in H-5	\$ 2,215.17
COP#34 Sawcut at electrical outlets at Kitchen island in H-5, include cut and cap.	\$ 4,920.88
COP#39 - Low Voltage for H5 per RFP#11	\$ 5,965.70
COP#38 - Remove and Install 2 storage cabinets from H-5 to the Choir classroom Portable P-6.	\$ 5,523.79
Total	\$ 18,625.54

A. District Contract Allowance	\$ 333,679.00
B. Net Allowance Disbursements previously authorized	\$ 230,621.48
C. Charges to District Allowance as a result of this authorization	\$ 18,625.54
D. Current District Allowance Balance including this authorization	\$ 84,431.98

DocuSigned by:
Todd Dileo
721928B503E74AD... Contractor

TODD DILEO
Name (Printed)

2/2/2024
Date

DocuSigned by: Architect

N.A.
Name (Printed)

Date

Robin Rickman
Project Manager

ROBIN RICKMAN
Name (Printed)

2/2/2024
Date

Marc Cunningham
Construction Project Manager

MARC CUNNINGHAM
Name (Printed)

2/3/2024
Date

LORI RUBENSTEIN
District Program Manager

LORI RUBENSTEIN
Name (Printed)

2/3/2024
Date

RJ
Associate Superintendent, Business & Facilities

RON TODO
Name (Printed)

2/5/2024
Date



Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT DISTRICT ALLOWANCE AUTHORIZATION

School Name:	SVHS	P.O. Number:	R-22-04454
Project Name:	Classroom Renovation	Initiation Date:	1/31/2024
To: Program Mgr.	Lori Rubenstein	Allowance Authorization No.:	8
From: Contractor	NEFF Construction	Project Number:	
		Bid Number:	B22LS377

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

CPO#36 - Painting of H5 per RFP#11	\$ 13,517.20
COP#33 - Remove plywood & add Mapes Panel and window tint to Girls Locker Room Building - Await revision.	\$ 14,171.24

Total \$ 27,688.44

A. District Contract Allowance	\$ 333,679.00
B. Net Allowance Disbursements previously authorized	\$ 249,247.02
C. Charges to District Allowance as a result of this authorization	\$ 27,688.44
D. Current District Allowance Balance including this authorization	\$ 56,743.54

DocuSigned by:

 721928B503E74AD... Contractor

TODD DILEO
Name (Printed)

2/2/2024
Date

DocuSigned by: Architect

N.A.
Name (Printed)

Date

Project Manager

ROBIN RICKMAN
Name (Printed)

2/2/2024
Date

Construction Project Manager

MARC CUNNINGHAM
Name (Printed)

2/3/2024
Date

Board Program Manager

LORI RUBENSTEIN
Name (Printed)

2/3/2024
Date

Associate Superintendent, Business & Facilities

RON TODO
Name (Printed)

2/5/2024
Date



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT DISTRICT ALLOWANCE AUTHORIZATION

School Name:	SVHS	P.O. Number:	R-22-04454
Project Name:	Classroom Renovation	Initiation Date:	2/6/2024
To: Program Mgr.	Lori Rubenstein	Allowance Authorization No.:	9
From: Contractor	NEFF Construction	Project Number:	
		Bid Number:	B22LS377

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

COP#40 - Provide new shelving inside storage cabinets for the Arts Classroom in H5 per RFP#11, Install guitar racks in P6 Choir classroom.	\$ 8,605.15
COP-32R1 - Provide mapes panel in the D7 Theatre, which was not to receive any renovation.	\$ 1,203.61
COP#41 - Trim existing Doors cabinets at various classrooms.	\$ 4,797.19

Total

\$ 14,605.95

A. District Contract Allowance	\$ 333,679.00
B. Net Allowance Disbursements previously authorized	\$ 276,935.46
C. Charges to District Allowance as a result of this authorization	\$ 14,605.95
D. Current District Allowance Balance including this authorization	\$ 42,137.59

DocuSigned by:

Todd Dileo

721928B503E74AD...

Contractor

TODD DILEO

Name (Printed)

2/12/2024

Date

DocuSigned by:

Robin Rickman

ROBIN RICKMAN

Architect

N.A.

Name (Printed)

Date

2/13/2024

ROBIN RICKMAN

Name (Printed)

Date

2/13/2024

MARC CUNNINGHAM

Name (Printed)

Date

2/13/2024

LORI RUBENSTEIN

Name (Printed)

Date

2/13/2024

RON TODO

Name (Printed)

Date

Associate Superintendent, Business & Facilities



SIMI VALLEY UNIFIED SCHOOL DISTRICT

DISTRICT ALLOWANCE AUTHORIZATION

School Name:	SVHS	P.O. Number:	R-22-04454
Project Name:	Classroom Renovation	Initiation Date:	2/15/2024
To: Program Mgr.	Lori Rubenstein	Allowance Authorization No.:	10
From: Contractor	NEFF Construction	Project Number:	
		Bid Number:	B22LS377

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

COP-31 Provide window tint to H5 classroom	\$ 10,588.52
COP - Repair to Fencing of Materials February 2024.	\$ 688.62
	\$ -

Total

\$ 11,277.14

A. District Contract Allowance	\$ 333,679.00
B. Net Allowance Disbursements previously authorized	\$ 291,541.41
C. Charges to District Allowance as a result of this authorization	\$ 11,277.14
D. Current District Allowance Balance including this authorization	\$ 30,860.45

DocuSigned by:

 721928B503E74AD... Contractor

TODD DILEO
 Name (Printed)

2/22/2024
 Date

DocuSigned by: Architect

ROBIN RICKMAN
 Name (Printed)

N.A.
 Name (Printed)

Date

MARC CUNNINGHAM
 Name (Printed)

ROBIN RICKMAN
 Name (Printed)

2/22/2024
 Date

DocuSigned by: Project Manager

LORI RUBENSTEIN
 Name (Printed)

MARC CUNNINGHAM
 Name (Printed)

2/22/2024
 Date

DocuSigned by: District Manager

RON TODO
 Name (Printed)

LORI RUBENSTEIN
 Name (Printed)

2/23/2024
 Date

DocuSigned by: Associate Superintendent, Business & Facilities

RON TODO
 Name (Printed)

2/23/2024
 Date



SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT CONTRACTOR ALLOWANCE AUTHORIZATION

School Name:	SVHS
Project Name:	Classroom Renovation Project
To: Program Mgr	Lori Rubenstein
From: Contractor	NEFF Construction

P.O. Number:	
Initiation Date:	7/17/2023
Allowance Authorization No.:	3
Project Number:	
Bid Number:	B22LS377

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

COP26.4 - Subcontractor 1st quote #26.3 was short by 22 feet of countertop and casework.

\$ 13,841.40

Total

\$ 13,841.40

A. Contractor Contract Allowance	\$ 160,083.00
B. Net Allowance Disbursements previously authorized	\$ 25,542.36
C. Charges to Contractor Allowance as a result of this authorization	\$ 13,841.40
D. Current Contractor Allowance Balance including this authorization	\$ 120,699.24

Authorized by:

Todd Dileo

731028D502F74AD
NEFF CONSTRUCTION

TODD DILEO
Name (Printed)

9/5/2023

Date

N.A.

Authorized by:

Robin Rickman

731028D502F74AD
Project Manager

Name (Printed)

Date

9/5/2023

Date

Marc Cunningham

731028D502F74AD
Construction Project Manager

MARC CUNNINGHAM

Name (Printed)

9/5/2023

Date

LORI RUBENSTEIN

731028D502F74AD
Bonding Agent Manager

LORI RUBENSTEIN

Name (Printed)

9/5/2023

Date

RJ

731028D502F74AD
Assistant Superintendent, Business & Facilities

RON TODO

Name (Printed)

9/5/2023

Date

Certificate Of Completion

Envelope Id: E554EC663EE449A693EFB32B5C698DB2

Status: Completed

Subject: Complete with DocuSign: SVHS CR Reno NEFF P22-04343 CO #1.pdf

Source Envelope:

Document Pages: 17

Signatures: 5

Certificate Pages: 5

Initials: 1

AutoNav: Enabled

Enveloped Stamping: Enabled

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

Envelope Originator:

Bond Contracts

Simi Valley Unified School District

101 West Cochran Street

Simi Valley, CA 93065

bondcontracts@simivalleyusd.org

IP Address: 207.157.143.2

Record Tracking

Status: Original

3/5/2024 3:24:59 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

Todd Dileo

tdileo@neffcon.com

PM

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

DocuSigned by:


721928B503E74AD...

Signature Adoption: Pre-selected Style

Using IP Address: 24.43.59.170

Timestamp

Sent: 3/5/2024 3:32:31 PM

Viewed: 3/5/2024 3:33:09 PM

Signed: 3/5/2024 3:34:01 PM

Electronic Record and Signature Disclosure:

Accepted: 3/5/2024 3:33:09 PM

ID: c53b3e1e-6d03-4708-a4a5-f8fb462b693f

Maria Nieto

maria.nieto@simivalleyusd.org

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

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

Sent: 3/5/2024 3:34:03 PM

Resent: 3/13/2024 3:43:32 PM

Viewed: 3/13/2024 3:44:04 PM

Signed: 3/13/2024 3:44:21 PM

Electronic Record and Signature Disclosure:

Accepted: 3/13/2024 3:44:04 PM

ID: 836fe1b5-f38f-4822-8023-0ae0d45b56f7

Robin Rickman

robin.rickman@simivalleyusd.org

Security Level: Email, Account Authentication
(None)

DocuSigned by:


DCB5FA815BBB4EB...

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

Sent: 3/13/2024 3:44:23 PM

Viewed: 3/13/2024 3:47:32 PM

Signed: 3/13/2024 3:47:43 PM

Electronic Record and Signature Disclosure:

Accepted: 3/13/2024 3:47:32 PM

ID: e49af9bb-d3ca-47e4-82a1-7c705d716d7d

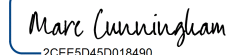
Marc Cunningham

marc.cunningham@simivalleyusd.org

Construction Project Manager

Security Level: Email, Account Authentication
(None)

DocuSigned by:


2CEE5D45D018490...

Signature Adoption: Pre-selected Style

Using IP Address: 47.144.32.218

Signed using mobile

Sent: 3/13/2024 3:47:45 PM

Viewed: 3/14/2024 7:44:28 AM

Signed: 3/14/2024 7:44:48 AM

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

Electronic Record and Signature Disclosure:
 Accepted: 3/14/2024 7:44:28 AM
 ID: 291d6f32-4a7a-4540-8a59-d7b76377aa09

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

DocuSigned by:

LORI RUBENSTEIN

19ADD8F59B9244E...

Signature Adoption: Pre-selected Style

Using IP Address: 207.157.143.2

Sent: 3/14/2024 7:44:50 AM
 Viewed: 3/14/2024 8:58:34 AM
 Signed: 3/14/2024 8:59:04 AM

Electronic Record and Signature Disclosure:
 Accepted: 3/14/2024 8:58:34 AM
 ID: 51473a9a-7235-44d1-86b1-b3938a6b43c8

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

DocuSigned by:

R. J.

09CA0EB1F690455...

Signature Adoption: Uploaded Signature Image

Using IP Address: 207.157.143.39

Sent: 3/14/2024 8:59:06 AM
 Viewed: 3/14/2024 8:59:22 AM
 Signed: 3/14/2024 8:59:36 AM

Electronic Record and Signature Disclosure:
 Accepted: 3/14/2024 8:59:22 AM
 ID: a417991e-6703-442b-aafa-745ffc96008a

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	3/5/2024 3:32:32 PM
Certified Delivered	Security Checked	3/14/2024 8:59:22 AM
Signing Complete	Security Checked	3/14/2024 8:59:36 AM
Completed	Security Checked	3/14/2024 8:59:36 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

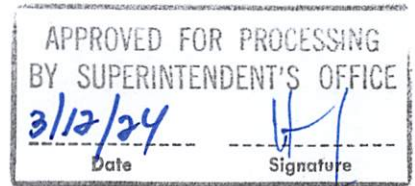
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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 RESOLUTION NO. 46-23/24 ADOPTING COMPATIBILITY, UNIFORMITY AND STANDARDIZATION OF THE HERK EDWARDS, INC. BLEACHER SYSTEMS FOR THE NEW MPR BUILDING PROJECT AT SIMI VALLEY HIGH SCHOOL

Business & Facilities
Action #3

March 12, 2024
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

Royal High School currently utilizes the Herk Edwards, Inc. bleacher systems. The District's intent is to match this existing system already installed or currently in the course of installation in the District, and to avoid the cost of designing and engineering a different system that may not be compatible, could never be made compatible, or could only be made compatible after expending considerable District resources and funds.

Pursuant to Public Contract Code Section 3400(c)(2), the District desires to specify the Herk Edwards, Inc. bleacher systems for current and future projects to match the systems already installed or currently in the course of installation on projects so as to establish a complete District-wide bleacher system, based on the following reasons:

1. To provide consistent and cost-effective maintenance, operating and repairs costs for the District by matching the existing bleacher systems already installed or currently in the course of installation at other District facilities.
2. To provide consistent and cost-effective spare and replacement parts for one system from a single manufacturer or vendor and eliminate the need to purchase replacement parts from various manufacturers or vendors.
3. To successfully deploy the bleacher system, the District only has to train their staff in the usage and maintenance of the specific bleacher system.

Fiscal Impact

None

Recommendation

It is recommended that the Board of Education approve Resolution No. 46-23/24 adopting findings for the standardization of the Herk Edwards, Inc. Bleacher System.

On motion # 131 by Trustee Smolken, seconded by Trustee Pine and carried by a vote of 4/0/1, the Board of Education, by a roll-call vote, approved Resolution No. 46-23/24.

Ayes: Smolken Pine LaBelle Noes: 0 Absent: Bagdasaryan Abstain: 0

**SIMI VALLEY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 46-23/24**

**RESOLUTION APPROVING ADOPTING COMPATIBILITY, UNIFORMITY AND
STANDARDIZATION OF THE HERK EDWARDS, INC. BLEACHER SYSTEMS FOR
THE NEW MPR BUILDING PROJECT AT SIMI VALLEY HIGH SCHOOL**

WHEREAS, the Governing Board of the Simi Valley Unified School District ("District") intends on expending funds installing new bleachers at various sites located in the District; and

WHEREAS, the District, pursuant to Public Contract Code Section 3400, intends to establish a uniform, complete bleacher system District-wide in order to facilitate the most competitive and feasible education for school children in the District; and

WHEREAS, the District has found compatibility, cost and utility of different bleacher systems to be problematic and believes it necessary to establish one complete District-wide system to avoid incompatibility issues, costs associated with experimenting, replacing incompatible products and materials, and to avoid the waste of District funds associated with addressing incompatible components; and

WHEREAS, Royal High School currently utilizes the Herk Edwards, Inc. bleacher systems. The District's intent is to match this existing system already installed or currently in the course of installation in the District, and to avoid the cost of designing and engineering a different system that may not be compatible, could never be made compatible or could only be made compatible after expending considerable District resources and funds; and

WHEREAS, pursuant to Public Contract Code Section 3400(c)(2), the District desires to specify the Herk Edwards, Inc. bleacher systems for current and future projects to match the systems already installed or currently in the course of installation on projects so as to establish a complete District-wide bleacher system; and

WHEREAS, the District, pursuant to Public Contract Code Section 3400, intends to establish uniform standards for bleacher systems based the following reasons:

1. To provide consistent and cost-effective maintenance, operating and repairs costs for the District by matching the existing bleacher systems already installed or currently in the course of installation at other District facilities.
2. To provide consistent and cost-effective spare and replacement parts for one system from a single manufacturer or vendor and eliminate the need to purchase replacement parts from various manufacturers or vendors.
3. To successfully deploy the bleacher system, the District only has to train their staff in the usage and maintenance of the specific bleacher system.

NOW, THEREFORE, THE BOARD DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

- Section 1. That the above recitals are all true and correct.
- Section 2. That the District intends on the MPR bleacher system to be consistent and compatible and is concerned with the following critical issues:
- a. That the bleacher systems at both Royal High School and Simi Valley High School are consistent and compatible; and
 - b. That all bleacher systems are uniform; and
 - c. That all bleacher systems may be serviced and maintained on a District-wide basis.
- Section 3. That the District shall re-evaluate District specifications on an annual basis and review the bleacher system addressed in this Resolution based on issues of compatibility, durability, maintenance and other criteria as the District deems appropriate.
- Section 4. That this Resolution shall be effective as of the date of its adoption.

Approved and adopted by the Governing Board of the Simi Valley Unified School District this 12th day of March, 2024 by the following vote:

AYES:

Libray, Smollen, Pine + LaBelle

NOES:

0

ABSENT:

Bagdasaryan

ABSTAINED:

0

Dr. Hani Youssef, Superintendent
Secretary to the Board of Education